This agreement ("Contract" or "Agreement") is entered into by the Texas Department of Family and Protective Services ("DFPS" or "the Department"), an agency of the State of Texas, and Providence Service Corporation of Texas ("Contractor" or "SSCC"), located at 1524 S. IH-35, Suite 210, Austin, TX 78704.

Article I.  Recitals.

Section 1.01 Whereas, on August 1st, 2011 DFPS issued Request for Proposals (RFP) #530-12-0003 from qualified, independent firms to provide paid foster care and purchased services that support safety, permanency, and well-being of children in its legal conservatorship who reside in paid foster care;

Section 1.02 Whereas, DFPS sought a performance-based service delivery model, provided through a Single Source Continuum Contractor ("SSCC"), as the approach that would most effectively meet this need in a manner that achieves better outcomes for children in its conservatorship and in paid foster care;

Section 1.03 Whereas, on November 1, 2011, Contractor submitted a proposal in response to the RFP;

Section 1.04 Whereas, DFPS requested Best and Final Offers (BAFO) and, on May 18, 2012, Contractor submitted its BAFO to DFPS;

Section 1.05 Whereas, on June 20th, 2012, DFPS selected Contractor as the SSCC to ensure the full continuum of paid foster care and purchased services for children and youth in DFPS legal conservatorship in the contracted service area and who are referred to the SSCC by DFPS;

Section 1.06 Now Therefore, DFPS and Contractor agree as follows.

Article II.  DFPS Mission and Scope.

The mission of the Texas Department of Family and Protective Services (DFPS or the Department) is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities. The State of Texas, by and through DFPS, and pursuant to its authority under Texas Human Resources Code §40.058, seeks to enter into a contract under its Child Protective Services (CPS) program for the provision of a full continuum of paid foster care and purchased services for children and youth in conservatorship and their families, pursuant to implementation of a redesigned foster care
approach and in accordance with the specifications contained in and referenced by Request for Proposals (RFP) Procurement 530-12-0003 and this Contract Number (Insert contract number).

Article III. Effective Date of Contract and Renewal.

The effective date of this Contract is February 1, 2013 to August 31, 2017. DFPS reserves the right to renew this contract in accordance with 40 TAC §732.203(a). Any contract renewal must be executed via a mutually agreed upon bilateral amendment signed by both parties.

Article IV. Authority and Governing Law.

The State of Texas, by and through DFPS, and pursuant to its authority under Texas Human Resources Code §40.058, enters into this contract under its Child Protective Services (CPS) program. This Contract will be governed by and construed in accordance with the laws of the State of Texas with venue in State District Court, Travis County, Texas. DFPS agrees to purchase the services noted in this Contract, and Contractor agrees to provide these services according to the terms and conditions set forth in this agreement. In this Contract, all references to DFPS will include the Texas Health and Human Services Commission (HHSC) and any other agency named in Chapter 531 of the Texas Government Code. When acting in such capacity, HHSC or such other agency is an authorized agent acting on behalf of DFPS.

Article V. Incorporation by Reference.

The following documents are incorporated into the Contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s).

Section 5.01 Exhibit A: Change Log

Section 5.02 Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions, including all addenda and attachments:

(B) Attachment A-2: Business Proposal
(C) Attachment A-4: Resource Transfer
(D) Form 2031, Signature Authority Designation
(E) Form 4732, Request for Determination of Ability to Contract
(F) Form 1513, Disclosure of Ownership and Control Interest Statement
(G) HUB Subcontracting Plan
(H) Form 9007, Internal Control Structure Questionnaire (ICSQ)
(I) PSC Operations Manual [see §1.11(E)(1) of Exhibit B]
(J) PSC Management Plan [see §1.11(A) of Exhibit B]
(K) PSC Accounting Policy Manual [see §1.14(A) of Exhibit B]
Section 5.03  Exhibit C: Plan of Operation of Providence Service Corporation of Texas

Article VI.  Order of Precedence.

Contractor will provide the services and deliverables described and required by all of the documents listed in this Section. In the event of conflicts or inconsistencies between documents, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority:

Section 6.01  First, this Contract and any amendments;

Section 6.02  Second, Exhibit B to this Contract; and

Section 6.03  Third, Exhibit C to this Contract.

Article VII.  Delivery of Notices.

DFPS will designate a Contract Manager for this Contract. The Contract Manager will serve as the point of contact between DFPS and Contractor. Any notice required or permitted under this Contract by one party to the other party must be in writing and correspond with the contact information noted in this section. At all times, Contractor will maintain and monitor at least one active electronic mail (e-mail) address for the receipt of Contract-related communications from DFPS and it is the Contractor’s responsibility to monitor this e-mail address for Contract-related information.

Section 7.01  Contractor’s Contact Information. The contact information of the Contractor for all notices is:

David Hedgcock  
Vice-President Southwest Region  
Providence Service Corporation  
64 E. Broadway Blvd., Tucson, AZ 85701

Section 7.02  State Agency’s Contact Information. The contact information of DFPS for all notices is:

Amy Adler  
DFPS Contract Administration Manager  
Mailcode E-541  
P.O. Box 149030  
Austin, TX 78714-9030  
(512) 438-5252  
amy.adler@dfps.state.tx.us

Article VIII.  Changes to Contract.
The parties to this Agreement may make modifications to the Contract according to the requirements of this section.

**Section 8.01 Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.

**Section 8.02 Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances:

(A) to correct an obvious clerical error in this Contract;
(B) to incorporate new or revised federal or state laws, regulations, rules, or policies;
(C) to comply with a court order or judgment;
(D) to change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;
(E) to change the name of the designated DFPS mailing address or DFPS contact person for this Contract; or
(F) to change the recorded license number of any license needed under this Contract in order to reflect the current number as issued by the licensing authority.

**Section 8.03** Exhibit A: Change Log contains the record of all amendments made to the documents referenced in Article V of this Contract.

**Article IX. Signature.**

**Section 9.01 Merger.** This Contract contains the entire agreement between Contractor and DFPS and supersedes any prior understandings or oral or written agreements between DFPS and Contractor.

**Section 9.02 Signatories.** The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

![Signature]

Commissioner, DFPS

Date: 1-15-2013

![Signature]

Vice President – Southwest Region, Providence Service Corporation

Date: 1-22-13
<table>
<thead>
<tr>
<th>Revision Number</th>
<th>Document Modified</th>
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# ATTACHMENT A-1

## Performance Measures for Single Source Continuum Contract for Residential Child-Care: A Redesigned Foster Care Approach

**Procurement Number:** 530 - 12 - 0003

<table>
<thead>
<tr>
<th>Outcome 1:</th>
<th>Children/youth are safe in foster care.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Indicator:</strong></td>
<td>Percent of children/youth who do not experience an incidence of abuse, neglect or exploitation while placed with the SSCC.</td>
</tr>
<tr>
<td><strong>Performance Period:</strong></td>
<td>Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.</td>
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<tr>
<td><strong>Target:</strong></td>
<td>100%</td>
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<tr>
<td><strong>Purpose:</strong></td>
<td>The purpose of this measure is to evaluate the Contractor's ability to safely place the children/youth referred to the SSCC. This outcome directly relates to DFPS' mission to protect children/youth from abuse/neglect and to Safety Outcome 2 measured by the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.</td>
</tr>
<tr>
<td><strong>Data Source:</strong></td>
<td>Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:</td>
</tr>
<tr>
<td></td>
<td>• Facility (operation) as described in 40 TAC §745.37(3)(A)-(I), with an active SSCC placement;</td>
</tr>
<tr>
<td></td>
<td>• Number of unduplicated DFPS placements with the SSCC that were active at any point during the performance period; and</td>
</tr>
<tr>
<td></td>
<td>• Number of unduplicated Designated Victims at the SSCC for which a disposition of Reason to Believe was upheld.</td>
</tr>
<tr>
<td><strong>Methodology:</strong></td>
<td>The numerator is the number of children/youth who are/were in DFPS managing conservatorship, placed with the SSCC, and Designated Victims as determined by a Residential Child-Care Licensing (RCCL) investigation, for which a disposition of RTB was Upheld during the performance period.</td>
</tr>
<tr>
<td></td>
<td>The denominator is the total number of children/youth in DFPS managing</td>
</tr>
</tbody>
</table>
conservatorship placed with the SSCC during the performance period.

Divide the numerator by the denominator. Subtract the result from one (1) to give the complimentary "Children not Designated Victims" measurement. Multiply by 100 and state as a percentage.

[NOTE: The target for this measure will be set after the Catchment Area is determined.]

Outcome 2: Children/youth have stability in their placement.

Indicator: Percent of children/youth with no placement changes in the previous 12 months, counting only changes that occurred while placed with the SSCC.

Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

Target: [XX]%\(^1\), based on the [statewide/regional] average for [period].

Purpose: The purpose of this measure is to evaluate the SSCC's ability to minimize placement changes. This relates to Item 6 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

Data Source: Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:
- Number of children/youth who were in placement with the SSCC on the last day of the performance period and had no placement change within the SSCC during the 12 months prior, or portion thereof, if in care with the SSCC less than 12 months.
- Number of children/youth who were in placement with the SSCC on the last day of the performance period.

Methodology:
The numerator is the number of children/youth who have not had a placement change in the prior 12 months, as stated in the Data Source.

The denominator is the number of children/youth who were placed with the SSCC, as stated in the Data Source.
Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

**[NOTE: The target for this measure will be set after the Catchment Area is determined.]**

**Outcome #3:** Children/youth are able to maintain connections to family and community.

**Indicator a:** Percent of children/youth placed within 50 miles of their home.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** XX%, based on the [statewide/regional] average for [period].

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to serve children/youth closer to home, which increases the likelihood they will remain connected to their siblings, families, peers and schools. Close proximity makes it easier for parents, CPS case workers, and advocates to visit children/youth more frequently by reducing travel time and costs for all involved. This relates to Item 11 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Sources:**
- Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period - number of children/youth who were in placement with the SSCC on the last day of the performance period.
- Mapping Software - number of children/youth who were in placement with the SSCC on the last day of the performance period and within 50 miles of their home (legal residence) using the shortest driving distance, or distance along networks as defined by software systems.

**Methodology:**
The numerator is the number of children/youth who were placed within 50 miles of their home, as stated in the Data Source.

The denominator is the number of children/youth who were placed with the
SSCC, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

[NOTE: The target for this measure will be set after the Catchment Area is determined.]

| Outcome #3: Children/youth are able to maintain connections to family and community. |
| Indicator b: Percent of cases where all siblings are placed together. |
| Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31. |
| Target: [XX]%, based on the [statewide/regional] average for [period]. |
| Purpose: The purpose of this measure is to evaluate the SSCC's ability to place complete sibling groups together. This relates to Item 12 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families. |
| Data Source: Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period: |
| - Number of sibling groups that were in placement with the SSCC on the last day of the performance period where all siblings were in the same placement. |
| - Number of sibling groups that were in placement with the SSCC on the last day of the performance period. |
| Methodology: |
| The numerator is the number of sibling groups that were placed with all other siblings, as stated in the Data Source. |
| The denominator is the number of sibling groups that were placed with the SSCC, as stated in the Data Source. |
| Divide the numerator by the denominator. Multiply by 100 and state as a percentage. |
Outcome #3: Children/youth are able to maintain connections to family and community.

Indicator c: Percent of children/youth in foster care who have at least one monthly personal contact with a Family member who is not a parent or sibling or with another person who has a significant, long-standing relationship with the Child or the Child’s family and is identified as appropriate for contact by DFPS.

Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

Target: Data will be collected during the first fiscal year of the contract and used to set a target for the next fiscal year.

Purpose: The purpose of this measure is to evaluate the SSCC’s ability to help the child/youth maintain connections with Family, other than parents or siblings, and others who are important to the child/youth. This directly relates to Item 14 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

Data Source: Performance Management Evaluation Tool (PMET); information reported by the SSCC:
- Number of children/youth under age 18 who have had at least one personal contact each month during the performance period with a Family member who is not a parent or sibling or with another person who has a significant, long-standing relationship with the Child or the Child’s family and is identified as appropriate for contact by DFPS.
- Number of children/youth under age 18 who had at least one Family member who is not a parent or sibling or another person who has a significant, long-standing relationship with the Child or the Child’s family identified as appropriate for contact by DFPS.

Methodology:
The numerator is the number of children/youth who had at least one personal contact each month, as stated in the Data Source.

The denominator is the number of children/youth, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a
**Outcome #3:** Children/youth are able to maintain connections to family and community.

**Indicator d:** Percent of children/youth in foster care who have at least monthly personal contact with each sibling in foster care.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** Data will be collected during the first fiscal year of the contract and used to set a target for the next fiscal year.

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to help the child/youth maintain connections with siblings who are also in foster care. This relates to Item 13 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Source:** Performance Management Evaluation Tool (PMET); information reported by the SSCC:

- Number of children/youth under age 18 who have had at least one face-to-face contact with each sibling placed in the same region or within 50 miles, or at least two telecommunications contacts with each sibling placed in a different region and more than 50 miles away, for each month during the performance period.
- Number of children/youth under age 18 who are part of a sibling group for each month during the performance period. Exceptions to this include when sibling contact is prohibited by court order, contrary to the best interest of the child/youth as reflected in any of the Plans of Service of a sibling, or discouraged by a mental health professional treating any of the siblings.

**Methodology:**

The numerator is the number of children/youth who are part of a sibling group and had the specified contact(s) each month, as stated in the Data Source.

The denominator is the number of children/youth who are part of a sibling group, as stated in the Data Source.
Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

**Outcome #4:** Youth are fully prepared for adulthood.

**Indicator a:** Percent of Youth in foster care who have a Regular Job at some time during the year.

**Performance Period:** Contractor performance for this outcome is determined annually but measured quarterly throughout the contract period, using the following quarters, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31. The quarterly measurements will be cumulative to determine the annual performance.

**Target:** Data will be collected during the first fiscal year of the contract and used to set a target for the next fiscal year.

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to help the child/youth obtain job experience in preparation for adulthood.

**Data Sources:**
- Performance Management Evaluation Tool (PMET); information reported by the SSCC: Number of youth in care who are age 16 or older on or before the last day of the performance period and have had a Regular Job during the performance period.
- Information Management Protecting Adults and Children in Texas (IMPACT): Number of youth in care who are age 16 or older on or before the last day of the performance period.

**Methodology:**
The numerator is the number of youth in care who had a Regular Job during the performance period, as stated in the Data Source. Quarterly data will be added together.

The denominator is the number of youth in care, as stated in the Data Source. Quarterly data will be added together.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.
[NOTE: The target for this measure will be set after the Catchment Area is determined.]

**Outcome #4:** Youth are fully prepared for adulthood.

**Indicator b:** Percent of 17-year-old youth who have completed PAL Life Skills Training.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** XX%, based on the [statewide/regional] average for [period].

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to help the youth complete PAL training before his/her 18th birthday.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:
- Number of youth in care who are age 17 at any time during the performance period and have completed PAL Life Skills Training.
- Number of youth in care who are age 17 at any time during the performance period.

**Methodology:**
The numerator is the number of youth in care who are age 17 and have completed PAL Life Skills Training, as stated in the Data Source.

The denominator is the number of youth in care who are age 17, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

**Outcome #4:** Youth are fully prepared for adulthood.

**Indicator c:** Percent of youth age 16 or older who have a driver's license or state identification card.
**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** Data will be collected during the first fiscal year of the contract and used to set a target for the next fiscal year.

**Purpose:** The purpose of this measure is to evaluate the SSCC’s ability to help the youth obtain a driver’s license or a state identification card.

**Data Sources:**
- Performance Management Evaluation Tool (PMET); information reported by the SSCC: Number of youth in foster care age 16 or older who have a driver's license and/or state identification card on the last day of the performance period.
- Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period: Number of youth in foster care age 16 or older on the last day of the performance period.

**Methodology:**
The numerator is the number of youth in foster care age 16 or older who had a driver's license and/or state identification, as stated in the Data Source.

The denominator is the number of youth in foster care age 16 or older, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

[NOTE: The target for this measure will be set after the Catchment Area is determined.]

**Outcome #5:** Children/youth in foster care are placed in the least restrictive placement setting.

**Indicator:** Percent of children/youth in foster care placed in a foster family home.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.
30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

Target: [XX]%, based on the [statewide/regional] average for [period].

Purpose: The purpose of this measure is to evaluate the SSCC's ability to place as many children/youth as possible in the least restrictive placement setting of a foster family home.

Data Source: Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:
- Number of children/youth in placement in a foster family home with the SSCC on the last day of the performance period.
- Number of children/youth in placement with the SSCC on the last day of the performance period.

Methodology:
The numerator is the number of children/youth placed in a foster family home with the SSCC, as described in the Data Source.

The denominator is the number of children/youth placed with the SSCC, as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

Outcome #6: Children/youth participate in decisions that impact their lives.

Indicator a: Percent of children/youth age 10 or older who participated in any Service Plan meeting.

Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

Target: Data will be collected during the first fiscal year of the contract and used to set a target for the next fiscal year.

Purpose: The purpose of this measure is to evaluate the SSCC's ability to actively engage children and youth in the decision-making process with parties.
and providers on issues affecting their life. This relates to Item 18 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:
- Number of child/youth participations in a Service Plan meeting during the performance period by children/youth age 10 or older. Each child/youth may be counted for each participation.
- Total number of Service Plan meetings for children/youth age 10 or older during the performance period.

**Methodology:**
The numerator is the number of child/youth participations, as described in the Data Source.

The denominator is the number of children/youth age 10 or older, as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

**Outcome #6:** Children/youth participate in decisions that impact their lives.

**Indicator b:** Percent of children/youth who participated in at least one discussion about the child's/youth's opinion regarding placement options.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** Data will be collected during the first fiscal year of the contract and used to set a target for the next fiscal year.

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to include children/youth in placement decisions.

**Data Source:** Performance Management Evaluation Tool (PMET); information reported by the SSCC:
- Unduplicated number of placement changes where children/youth in foster
care were able to participate in at least one discussion regarding their placement change that occurred during the performance period.
- Number of placement changes during the performance period.

Methodology:
The numerator is the number of placement changes where children/youth were able to participate in discussions, as described in the Data Source.

The denominator is the number of placement changes, as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

Outcome #6: Children/youth participate in decisions that impact their lives.

Indicator c: Percent of court hearings attended by children/youth age 10 or older.

Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

Target: Data will be collected during the first fiscal year of the contract and used to set a target for the next fiscal year.

Purpose: The purpose of this measure is to evaluate the SSCC's ability to include children/youth in the court process. This relates to Item 18 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

Data Source: Performance Management Evaluation Tool (PMET); information used for the performance period:
- Number of court hearings attended by children/youth age 10 or older during the performance period.
- Total number of court hearings for children/youth age 10 or older during the performance period.

Methodology:
The numerator is the number of hearings attended by children/youth, as
described in the Data Source.

The denominator is the number of court hearings for children/youth age 10 or older, as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.
ATTACHMENT A-4

Resource Transfer for
Single Source Continuum Contract for Residential Child-Care:
A Redesigned Foster Care Approach
Procurement Number: 530 - 12 - 0003

I. Initial Resource Transfer. DFPS will provide the SSCC with an upfront, onetime payment of $208,131.00 for the purposes of building a provider network to manage DFPS referrals in Regions 2 and 9. Prior to the transfer of these funds, the SSCC must provide a Budget detail report to DFPS outlining how the SSCC will expend Initial Resource Transfer Funds. The SSCC may not use Initial Resource Transfer Funds to purchase equipment. Additionally, the SSCC must submit a final expenditure report to DFPS on or before September 30, 2013. If the total upfront funding is not expended by the SSCC by August 31, 2013, any unexpended funds must be returned to DFPS no later than September 30, 2013.

II. Resource Transfer for Staged Implementation. As DFPS and the SSCC move through the Stages of Implementation, some of the functions that have traditionally been the responsibility of DFPS will shift to the SSCC. As a result, a transfer of resources commensurate with the transfer of functions from DFPS to the SSCC will occur. DFPS will retain the resources associated with the functions necessary to operate the Region 2/9 legacy system, and the Department will provide a percentage of $592,644.00 to the SSCC that reflects the corresponding level of functions that have transferred from DFPS to the SSCC. Both DFPS and the SSCC agree that this function transfer percentage will be determined by using the percent of children/youth who originated from Regions 2/9 who have moved into the SSCC network of care.

A. Annual Resource Transfer for Staged Implementation Methodology. Upon commencement of Stage 1, DFPS will make quarterly payments each state fiscal year to the SSCC for the cost reimbursement resource transfer funds. The amount of reimbursement will be determined by calculating the total days of care for children who originated from Regions 2/9 during the given quarter and the percentage of the total days of care for children who originated from Regions 2/9 for which the SSCC was responsible. DFPS will multiply one/fourth (1/4) of $592,644.00 by this percentage, which will be the amount of resource transfer funds that DFPS will make available to the SSCC for the preceding month. When no legacy cases remain in the Region 2/9 legacy system, the Department will pay all resource transfer funds to the SSCC in four payments of $148,161.00 each state fiscal quarter.

B. Cost Reimbursement. The SSCC must manage Resource Transfer for Staged Implementation funds on a cost reimbursement basis by submitting monthly invoices for allocable costs. The Department is not obligated to pay unauthorized costs or to pay more than the SSCC’s reasonable, allowable, and actually incurred costs consistent with federal and state regulations. The SSCC
is responsible for submitting invoices in an accurate and timely manner for each month and for notifying the Department of a need to expedite payment.

1. **Physical Property Purchased with Resource Transfer Funds.**
   The SSCC must assume responsibility for the protection of all physical property and equipment purchased under this contract and to take appropriate measures to meet this obligation. The SSCC must furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the SSCC will notify appropriate local law enforcement authorities.

2. **Equipment Purchased with Resource Transfer Funds.**
   Equipment will be defined as an article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of: the capitalization level established by the contractor for financial statement purposes; or $5,000. The SSCC will follow the provisions of 45 CFR 74 and 48 CFR 31 regarding disposition of any equipment purchased under this contract with funds allocated to the SSCC or its subcontractor. The SSCC will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The SSCC will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request. Cost reimbursement contractors must also follow the following guidelines when contracting with the Department:

   a) For any equipment purchased with Resource Transfer Funds, the SSCC must add certain items that are classified as “controlled assets” as designated in the Comptroller’s State Property Accounting User Manual to their inventory. The following equipment will be added to the inventory list based on the noted acquisition costs: Maintained irrespective of cost - Firearms (i.e., handgun, rifle); Maintained with costs of $500 to $4,999 – (1) Stereo System, (2) Camera, (3) Video Recorder/Laserdisc Player (TV, VCR, Camcorder), (4) Desktop CPU (not Apple), (5) Printer (not portable), (6) CPU Desktop – Apple, (7) Data Projectors, (8) Portable CPU – not Apple (Laptop), and (9) Portable CPU – Apple (Laptop). The SSCC should review the SPA manual, available on the Internet, periodically for the most current list.

   b) The SSCC must follow the American Hospital Association’s (AHA) “Estimated Useful Lives of Depreciable Assets” for equipment disposition purposes, except when federal or statutory requirements supersede.
c) The SSCC must request prior DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.

d) Any change to the equipment category in a cost reimbursement budget will require prior approval from the Department.

III. Quality and Utilization Management Contract Funds. As DFPS and the SSCC move through the Stages of Implementation, some of the quality and utilization management functions performed by DFPS (via a third-party contract) will transfer to the SSCC. As a result, a transfer of resources commensurate with the transfer of functions from DFPS to the SSCC will occur. DFPS will retain the resources associated with the functions necessary to operate the Region 2/9 legacy system, and the Department will provide a percentage of $98,848.00 to the SSCC that reflects the corresponding level of functions that have transferred from DFPS to the SSCC. Both DFPS and the SSCC agree that this function transfer percentage will be determined by using the percent of children/youth who originated from Regions 2/9 who have moved into the SSCC network of care.

A. Annual Quality and Utilization Management Transfer Methodology. At the end of each state fiscal year, DFPS and the SSCC will determine the number of children who originated from Regions 2 and 9 and the percentage of those children who receive paid foster care services under the SSCC contract. DFPS will multiply $98,848.00 by this percentage of SSCC Children in order to calculate the amount of DFPS transfer that will be paid to the SSCC.

B. Cost Reimbursement. The SSCC must manage Quality and Utilization Management Contract Funds for Staged Implementation funds on a cost reimbursement basis by submitting monthly invoices for allocable costs. The Department is not obligated to pay unauthorized costs or to pay more than the SSCC's reasonable, allowable, and actually incurred costs consistent with federal and state regulations. The SSCC is responsible for submitting invoices in an accurate and timely manner for each month and for notifying the Department of a need to expedite payment.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

Article I. Statement of Work

Section 1.01 Terms and Conditions. Article I of this Contract describes the work activities, deliverables, and timeframes associated with services under this Contract. Article II of this Contract describes funding and compensation requirements related to payment. Article III contains DFPS' uniform terms and conditions. Article IV of this Contract contains a list of terms and their definitions used under this Contract.

Section 1.02 Program Purpose. The purpose of the CPS Program is to protect children and youth and to act in their best interest. CPS focuses on children, youth, and their families and seeks active involvement of the children and youth's family members to solve problems that lead to abuse or neglect. The objectives of CPS are to:

(A) Prevent further harm to children and youth and keep them with their families when possible;

(B) Provide permanency for children and youth in substitute care by resolving family safety concerns and returning children and youth to their families; and

(C) Provide permanency for children and youth who cannot return to their families.

Section 1.03 Need for Service. DFPS has identified the need to provide paid foster care and purchased services that support safety, permanency, and well-being of children in its legal conservatorship who reside in paid foster care. DFPS views a performance-based service delivery model, provided through a Single Source Continuum Contractor (SSCC), as the approach that can most effectively meet this need in a manner that achieves better outcomes for children in its conservatorship and in paid foster care. The SSCC provider will be responsible for ensuring the full continuum of paid foster care and purchased services for children and youth in DFPS legal conservatorship in the contracted service area and who are referred to the SSCC by DFPS. The SSCC will also be responsible for delivery of purchased services, with necessary service coordination, to the families and/or any other individual or entity that is significant to the achievement of safety, permanency, and well-being of children in paid foster care. The SSCC must use a community-based service delivery model that, at a minimum: (1) ensures the effective and efficient delivery of a full array of services to improve outcomes for children and their families; (2) ensures continuity of care provided to children and their families; and (3) ensures the provision of timely and appropriate services to children and their families.

Section 1.04 Staged Implementation. Implementation of the SSCC will occur in three stages in DFPS Regions 2 and 9 after an initial start-up phase. The SSCC will have a start-up phase prior to the start of Stage I. The start-up phase will begin on the effective date of this Contract and end no later than the first day of the seventh month from the contract effective date, or sooner with demonstrated readiness. Progression from Stage I to Stage II will depend upon the SSCC's demonstrated readiness, but it must occur no sooner than one (1) year and no later than two (2) years from the date of the first referral for paid foster care and purchased services for a child/youth is provided to the SSCC as a part of implementation Stage I. Progression from Stage II to Stage III will depend upon demonstrated readiness of the SSCC but is anticipated to occur no earlier than one (1) year and no later than two years from the date of the first referral for purchased services (as described in Section 1.16 [B]) is provided to the SSCC as a part of implementation Stage II. All three stages are included as a part of this procurement.
(A) **Start-Up Period.** The SSCC will have a start-up phase prior to the start of Stage I, which will begin on the effective date of this Contract and end no later than the first day of the seventh month from the contract effective date, or sooner with demonstrated readiness. During the start-up phase, the SSCC must build the infrastructure and competencies necessary to provide the full continuum of paid foster care and purchased services required in Stage I of implementation and demonstrate readiness to implement the approved plans.

(B) **Stage I.** (Begins the day the first referral for paid foster care and purchased services for a child/youth is made to the SSCC following the Start-Up Period) - The SSCC must provide the full continuum of paid foster care and purchased services for all children entering paid foster care and referred by DFPS. Additionally, children from the contracted service area placed in paid foster care prior to implementation of redesign will be placed with the SSCC in the event that they require a change of placement and are referred by DFPS. DFPS will not make additional moves solely for the purpose of moving the child into the SSCC’s continuum of paid foster care and purchased services. DFPS will reimburse the SSCC using a single blended foster care rate for each child served through this contract, including legacy children administratively transitioned into the SSCC network and included in the provider subcontracts executed by the SSCC (excluding youth who are residing in a Supervised Independent Living (SIL) program and children/youth who have been approved for the Exceptional Foster Care Rate) for each day of service. The SSCC will receive funding and be required to provide Preparation for Adult Living (PAL) Life Skills training, Purchased Adoption Services, and Foster Care Day Care in Stage I for children and youth who are served by the SSCC and meet appropriate criteria for these services.

(C) **Stage II.** (Begins the day the first referral for purchased services [as described in Section 1.16(B)] is provided to the SSCC.) - In addition to the requirement outlined in Stage I, in Stage II the SSCC will also receive an allocation of funds referred to as purchase of service funds, to provide services for families and other individuals that support the achievement of safety, permanency, and well-being for children in DFPS conservatorship.

(D) **Stage III.** The SSCC will be responsible for providing the services outlined in Stages I and II. In addition, DFPS will begin to hold the SSCC financially accountable through the use of incentives and remedies for the timely achievement of permanency for served children. DFPS will not use financial incentives and remedies in relation to performance measures during Stages I and II in order to allow the SSCC time to develop services. In the first year of Stage III, the SSCC will be held harmless from financial remedies and will have the opportunity to gauge effectiveness of services related to the timeliness to permanency. This section does not waive the Department’s right to seek any and all available remedies, including financial remedies, for breach of contract in Stages I - III.

**Section 1.05 Contracted Service Area.** The SSCC will provide all services described in this Contract in DFPS Administrative Regions 2 and 9, which includes Andrews, Archer, Baylor, Borden, Brown, Callahan, Clay, Coke, Coleman, Comanche, Concho, Cottle, Cottle, Crane, Crockett, Dawson, Eastland, Ector, Fisher, Foard, Gaines, Glasscock, Hardman, Haskell, Howard, Irion, Jack, Jones, Kent, Kimble, Knox, Loving, Martin, Mason, McCulloch, Menard, Midland, Mitchell, Montague, Nolan, Pecos, Reagan, Reeves, Runnels, Schleicher, Scurry, Shackelford, Sterling, Stevens, Stonewall,
Section 1.06 SSCC Model Assumptions. Contractor will consider the model assumptions listed in this section in performing and delivering all required services.

(A) The SSCC may deliver all services outlined in Stages I-III itself through the formation of a network or consortium of providers, which may include itself. DFPS will only contract with the SSCC. The SSCC must establish and maintain any network or consortium of services in the contracted service area through subcontracts, community resources, and/or service agreements.

(B) All SSCC and DFPS decisions will be made based on the best interests of the individual child.

(C) DFPS will be responsible for all data entry into IMPACT, the state’s information management system, which also serves as the Statewide Automated Child Welfare Information System (SACWIS). If feasible within current resources, DFPS may, at its discretion, provide the SSCC “read-only” access to IMPACT for cases in which the SSCC is actively involved.

(D) DFPS is ultimately responsible for the proper operation of the foster care system and is, along with the Court, the final authority on all planning, placement, and service decisions. The SSCC will have latitude to make placements and determine services as specified in the child and family service plans. Placement moves are made according to guidelines and policy approved by DFPS.

(E) DFPS intends to transition financial resources [see Section 2.02 (A)] to the SSCC for functions that will shift from DFPS in the current foster care model to the SSCC in the redesign model. Methods for determining financial resources available for transfer will include a specific assessment of functions to be transferred, determination of resources currently being expended on those functions, and an evaluation of the functions required of DFPS to operate and maintain a legacy system during transition from legacy system to the SSCC in the contracted service area. The availability and quantity of these financial resources are dependent on the available financial resources related to the contracted service area and the duration of the transition period.

Section 1.07 Eligible Population. In Stages I, II, and III, the SSCC must ensure the full continuum of paid foster care and purchased services for the children referred by DFPS to the SSCC. Beginning in Stage II, the SSCC must ensure the service coordination and delivery of services in accordance with the agreed upon service plan and within purchase of service funding allocation to the families of children who enter paid foster care and who are referred by DFPS to the SSCC. Families may remain eligible for the SSCC service coordination and service delivery after a child has exited paid foster care so long as DFPS is still the legal conservator.

Section 1.08 Client Characteristics. The SSCC must be prepared to serve individuals with characteristics including, but not limited to, the following:

(A) Children in DFPS’ legal conservatorship and in paid foster care whose county of conservatorship is within the designated Service Area (see Section 1.05) and their
families (including individuals that require services that have been determined essential to the achievement of safety, permanency and well-being for the individual child and for whom resources have been allocated). Some families may continue to require the SCCC services (funded through purchase of services allocation) once the child has exited paid foster care.

(B) Children from the contracted service area who have been removed from their homes but for whom an ex parte hearing has not yet been held.

(C) Children for whom DFPS has joint managing or possessory conservatorship with family or any other individual or entity and require foster care and/or other services that support the achievement of safety, permanency, and well-being;

(D) Children of youth who are in DFPS conservatorship or in extended foster care and the youth (parent) and child are placed together in paid foster care.

(E) Youth who are eligible for foster care through an Extended and/or Return to Care Foster Care Agreement;

(F) Relatives and other significant adults that DFPS, the court and/or the youth in care have determined have a long standing or significant relationship with the child or youth and who are important to the resolution of the case.

(G) Person(s) to whom a court has ordered DFPS to provide services that support safety, permanency, and/or well-being of the Child referred within the context of an open conservatorship case;

(H) Child and Youth characteristics may include but are not limited to:

1. Active exhibition of psychotic behavior
2. ADD/ADHD
3. Autism
4. Anxiety Disorder
5. Assaultive behaviors or homicidal
6. Behavioral problems
7. Criminal Background
8. Danger to Self or others
9. Depression
10. Developmental Disorders
11. DSM-IV Axis I & II Diagnosis
12. Eating Disorder
13. Emotional Disorders
14. Enuresis/Encopresis
15. Fire Setting
16. Gender Identity Issues/ Sexual Orientation
17. Impulse Control Disorder
18. Low to Moderate Risk of harming self or others
19. Maladaptive Behaviors
20. Medically Fragile
21. Intellectual Developmental Disability
22. Oppositional Defiant
23. Pervasive Developmental Disorder
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(24) Pregnant
(25) Primary Medical Needs
(26) PTSD/Complex PTSD
(27) Runaway Behavior
(28) Self Abuse
(29) Sexual Perpetrator History
(30) Sexually Acting Out
(31) Substance Abuse/Use
(32) Substance Abuse or dependence with the need for medical detoxification
(33) History of Attempted Suicide
(34) Suicidal Gestures
(35) Suicidal ideation
(36) Other Special Needs, (e.g. dietary, language, etc.)
(37) Additionally, children may:
   a) Have experienced physical, sexual and/or emotional abuse, neglect, and/or other severe trauma.
   b) Have a history of multiple placement disruptions
   c) Have limited English-language proficiency
   d) Have been or currently are involved in the criminal justice system and are currently on probation and/or parole.
   e) Have been or are currently involved in gang activity/affiliation.

(I) Family characteristics may include, but are not limited too:

   (1) Chronic unresolved conflicts between parental figures
   (2) Frequent unresolved conflicts between parental figures and Children
   (3) History of Attempted Suicide
   (4) Suicidal Gestures
   (5) Suicidal ideation
   (6) Chronic economic distress
   (7) Frequent changes in residence
   (8) History of substance abuse or current dependence
   (9) Untreated and/or diagnosed mental illness
   (10) Poor parenting skills
   (11) Criminal Background
   (12) Involuntary participant
   (13) Limited English-language proficiency
   (14) Domestic violence/family violence
   (15) Limited cognitive functioning

Section 1.09 Minimum Qualifications of the SCC (Stages I-III).

(A) Licensing and Service Experience.

   (1) The SCC must be licensed as a Child Placing Agency (CPA), authorized to provide foster care services by the Texas Department of Family and Protective Services and must have experience in delivering residential child-care and treatment services.

   (2) The SCC must not be on probation or evaluation under its CPA license with DFPS Residential Child Care Licensing.
(B) **Entity Qualifications.** The SSCC may be a for-profit, not-for-profit, or a governmental entity.

(C) **Staffing Qualifications.**

1. The SSCC must ensure compliance with minimum staffing requirements in applicable Minimum Standards for Child Placing Agencies serving children requiring both child care and treatment services.

2. The SSCC must ensure that residential child care providers responsible for providing services are appropriately licensed in the State of Texas to perform the type of service being provided.

3. Texas Penal Code Section 32.52 prohibits the use of fraudulent or substandard degrees. The SSCC must include a process in its human resources policy to verify the education and degree requirements of all employees. Education and degree information represent material facts upon which DFPS relies when entering into a contract. DFPS reserves the right to exercise all available remedies if a contractor uses or submits fraudulent or substandard educational information to DFPS, including termination of any contract and other appropriate civil and criminal legal action.

4. **Purchase of Service Staff Requirements.** The SSCC must ensure purchase of service providers and staff responsible for their supervision and/or clinical decisions are individuals who are appropriately licensed by the State of Texas and have the necessary experience to perform the service and, as applicable, are enrolled Medicaid providers.

   a) Interns or provisionally licensed individuals may provide mental health services under this contract only if:

      i) The client being served is not eligible for Medicaid;
      ii) The service being provided is not a Medicaid reimbursable service; and
      iii) The service is provided within applicable Title IV-B guidelines.

   b) The SSCC will identify and provide DFPS with the minimum qualifications or standards for each type of service provided utilizing purchase of service funds. All identified minimum qualifications must be approved by DFPS prior to implementation.

5. **Trauma-Informed Care Training.** All direct delivery staff and caregivers providing services through the SSCC must have completed Trauma-Informed Care training. This training is currently provided by Cenpatico through their contract with STAR Health. However, the SSCC may choose from other evidence-based trauma-informed training curricula at their own expense.

6. **Medical Consenter.** Anyone recommended by the SSCC as a medical consenter must receive and complete Medical Consent training offered by DFPS prior to DFPS designation as a Medical Consenter. The on-line training may be accessed by visiting the following:
(D) Financial Experience. The SSCC must have experience managing budgets that includes maintaining financial systems which will support billing and payments to subcontractors for the services provided through the continuum.

(E) Insurance Standards.

(1) DFPS will require the SSCC to provide evidence of insurability within 48 hours prior to contract execution. The SSCC will provide DFPS with documentation that it meets or exceeds the applicable insurance coverages and limits in this subsection. Documentation can include, but is not limited to, insurance policies, accords, certificates or binders, self-insurance plans and/or bonds.

(2) DFPS reserves the right to determine whether a document provided to DFPS meets the minimum insurance requirements, coverage, and/or limits.

(3) If the coverage will be provided through an insurance policy(ies) or other similar insurance document(s), the SSCC represents and warrants that the issuing insurance company is licensed and authorized to do business in the State of Texas and has "B" or higher rating.

(4) If the coverage will be provided through a Self-Insurance Plan, then the submitted plan must demonstrate that it can provide DFPS with the required coverages and limits.

(5) If the coverage will be provided through a bond or other financial instrument, then the issuer must be authorized to do business in the State of Texas.

(6) Insurance requirements for subcontractors of the SSCC are listed in 3.24(G).

(7) Unless otherwise provided for in this Subsection, the SSCC must maintain the following minimum insurance coverage and limits throughout the contract term.

a) Commercial General Liability Insurance.

i) In Stage I, the SSCC will maintain coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence, and $2,000,000 general aggregate.

ii) In Stage II, the SSCC will maintain coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of $2,000,000 per occurrence, and $4,000,000 general aggregate.

iii) In Stage III, the SSCC will maintain coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of $3,000,000 per occurrence, and $5,000,000 general aggregate.

iv) In Stages I-III, the Commercial General Liability Insurance policy must afford Sexual Molestation and Abuse coverage of $1,000,000 aggregate.
b) Professional Liability Insurance. If the SSCC's employees will be providing professional services, the SSCC will maintain professional liability for these employees, including coverage for the rendering of, or failure to render, professional services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate.

c) Business Automobile Liability Insurance. The SSCC will obtain business automobile liability insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of $1,000,000 aggregate.

d) A Performance and Payment Bond covering an amount equal to any advance payment made to the SSCC by DFPS [see Section 2.02(B)]. The Performance and Payment Bond must allow DFPS the right to recover funds directly from the bonding company.

e) Commercial Crime Insurance to cover losses from fraudulent and dishonest acts with a minimum limit of $250,000 per occurrence endorsed to cover third party property/funds and deletion of the conviction clause.

f) SSCC Notice to DFPS of Any Material Changes. The SSCC will provide written notice to DFPS of any material changes to any document submitted under this subsection within one business day after it knows, or should have known, of the material change; such notification also includes cancellation of coverage before the expiration date (i.e., end of policy period) of the applicable document.

g) Renewals or New Coverages during Contract Period. The SSCC must always have available documentation for DFPS that required coverages under this Section are current and in full force and effect. If the document has a period of coverage, then the SSCC will ensure that after each renewal, it provides the new coverage document to DFPS within one business day of receiving the new coverage document. In the event that the SSCC obtains coverage from a new issuer or insurer, then the SSCC will immediately provide the new coverage document to DFPS.

h) Notice of Cancellation Endorsement Requirement. For the insurance coverage in Sections 1.09(E)(7)(a)-(e) above, the SSCC agrees that it will request for any insurance policies, or other similar documents, that an endorsement be included which states that if the Insurer cancels the coverage before the end of the policy's period, then the Insurer will provide notice to DFPS' named individual with a 30-day notice of cancellation.

Section 1.10 Major Deliverable # 1 - Achievement of Service Objectives/Quality Indicators. The SSCC's operation, oversight, and provision of the continuum of paid foster care and purchased services must be performed in a manner that promotes and works to achieve safety, permanency, and well-being for children and youth. In order to meet the following service objectives, the SSCC will oversee a collaborative, integrated system of care by developing and contracting with an array of providers that will work with the SSCC to assure the safety, permanency, and well-being of children. The SSCC will provide the necessary resources, financial management, leadership, and technical assistance to community providers to assure the achievement of outcomes.
(A) **Quality Indicators.** The comprehensive provider network developed by the SCC will meet the service objectives inherent in the following quality indicators:

1. Children are safe in their placements.
2. Children are placed in their home communities.
3. Children are appropriately served in the least restrictive environment that supports minimal moves for the child.
4. Connections to Family and others important to the child are maintained.
5. Children are placed with siblings.
6. Services respect the child's culture.
7. To be fully prepared for successful adulthood, children and youth are provided opportunities, experiences, and activities similar to those experienced by their non-foster care peers.
8. Children and youth are provided opportunities to participate in decisions that impact their lives.
9. DFPS and the SCC must make the individual needs of a child paramount; not all indicators are appropriate for every child.

(B) **Baselines.** In addition to the quality indicators listed in this Section and the performance measures outlined in Attachment A-1, the SCC must ensure that overall average length of stay in paid foster care for children and youth served by the SCC does not increase above a baseline predetermined by DFPS.

1. In Stages I and II, DFPS will monitor the baseline average length of stay in paid foster care for children and youth served by the SCC. Exceeding the baseline average may initiate a quality assurance process that could lead to a contract action.
2. For Stage III, DFPS will calculate the initial baseline using the average length of stay for the previous two years, ending the day of the first referral to the SCC in Stage I implementation within the service area. DFPS will calculate the second baseline for Stage III using the average length of stay in paid foster care from the day of the first referral to the SCC in Stage I implementation in the service area to the first day of the second year of Stage III. DFPS will recalculate further baselines every two years.

(C) As a wholly owned subsidiary of Providence Service Corporation, PSC of Texas certifies as the SCC that it will have the full use and benefit of the parent corporation and all of its affiliates to support PSC of Texas in its role as SCC in the implementation and delivery of services under this Contract.

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**Section 1.11 Major Deliverable #2 - Development and Management of a Continuum of Care and Service Delivery Model.** The SCC must develop and manage a continuum of care and service delivery model designed to facilitate achievement of the service objectives and quality indicators [see Section 1.10(A)] using the staged implementation model (see Section 1.04). The SCC's model must
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be one that is community-based and, at a minimum, ensures: (1) the effective and efficient delivery of a full array of services to improve outcomes for children and their families; (2) continuity of care provided to children and their families; and (3) the provision of timely and appropriate services to children and their families.

(A) SCC Management Plan. The SCC must develop and submit a Management Plan to DFPS for approval for Stage I within 60 days of the Contract Effective Date. The SCC Management Plan must clearly identify all tasks and activities associated with each deliverable, dates of completion, and key staff responsibility for the following key elements:

(1) The SCC Management Plan must, at a minimum, include the following:
   a) Schedule, processes, and procedures for transition of children and youth from the contracted service area who are already being served by the SCC (if applicable) in the legacy system to the SCC model,
   b) Schedule, processes, and procedures for transition of legacy cases and foster homes from DFPS to the SCC,
   c) Schedule, processes, and procedures for transition of children and youth who are served in the legacy system by a subcontractor (if applicable) of the SCC to the SCC model,
   d) Readiness and transition from Stages I to II and II to III,
   e) Communications and community engagement, including plans for developing and supporting a local advisory committee that reflects the community,
   f) Development of services network/continuum,
   g) Quality management,
   h) Workforce development and training, which must include a plan for ensuring that all caseworkers, supervisors, caregivers, and other direct care staff providing services through the SCC complete training to support attainment of safety, permanency, and well-being for the children in their care. Trauma-informed training (as previously specified) and training on Disproportionality and Cultural Competency are required. Knowing Who You Are training delivered by DFPS is encouraged. Knowing Who You Are training consists of 6-8 hours e-learning which is completed before 12 hours of classroom training. The plan may propose phasing in this training,
   i) Risk and issues management plan,
   j) Disaster recovery and business continuity,
   k) Policy and procedures to support all aspects of service delivery, finance, and administration of the SCC model, and
   l) How the SCC will address situations in which a child referred to the SCC is placed in the same home as a child in the DFPS Legacy system or vice versa [see Section 1.11(B)(1)].

The SCC will be required to submit an updated version of the SCC Management Plan for DFPS approval at least 30 days prior to entering a new Stage of Implementation. After Stage III, the SCC will work with DFPS to update the SCC Management Plan 30 days before each new state fiscal year unless such a date falls within 120 days of Stage III implementation, in which case the SCC will update the SCC Management Plan 30 days before the next state fiscal year. DFPS must approve of each update to the SCC Management Plan.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

(B) Continuum of Paid Foster Care and Purchased Services (Stages I-III). The SCC must build and maintain the infrastructure necessary to support the full continuum of paid foster care and purchased services for all children originating from the contracted service area that are referred to the SCC by DFPS.

(1) Joint SCC and Legacy Placements. Since it will take time to transition from the DFPS Legacy System to the SCC System, situations might arise in which a child referred to the SCC might be placed in the same home as a child in the DFPS Legacy system or vice versa. In such situations, the SCC will work with DFPS in order to appropriately manage such placements and ensure the best outcome for both children. In situations where an SCC placement and a legacy placement co-exist, the SCC will work closely with DFPS to minimize the differences in contracting requirements (UM, QA, case management requirements, etc.) to minimize the confusion for the provider and stakeholders involved with the children in these placements.

(C) Coordinated Purchased Service Delivery (Stages II-III). The SCC must maintain the capacity to coordinate and deliver a timely array of services to families and/or individuals that DFPS determines eligible and refers to the SCC according to agreed upon service plans and within the purchase of services allocation. Families of children who enter paid foster care and who are referred by DFPS to the SCC are eligible for services. Families may continue to remain eligible for the SCC service coordination and delivery (funded through purchase of services allocation) after their child has exited paid foster care so long as DFPS is still the legal conservator.

(D) Administrative Management. The SCC’s administrative management of the continuum of care and service delivery system must, at a minimum, include the following:

(1) An integrated continuum of service providers to ensure the effective management and coordination for availability of an array of quality services necessary to meet the needs of children in paid foster care and families (based on allocated funds) of those children who require services to support safety, permanency, and well-being;

(2) The necessary organizational structure, staff, capacity, policies, and procedures to manage and oversee a continuum of services;

(3) Quality and Utilization Management (QM and UM) practices which continuously monitor operations and services in order to ensure quality services, progress towards service plan goals, and compliance with all contract terms, performance expectations, outcomes, and outputs;

(4) The capacity to develop and maintain qualified staff that have the skills, education, experience, and training for the services they provide;

(5) A system for tracking and reporting critical incidents as well as other safety, permanency, and well-being outcomes and mechanisms;

(6) A system that alerts the SCC of situations or issues that require immediate response, including issues which are likely to pose a threat to child safety;
(7) Disaster recovery and business continuity practices which ensure rapid, effective response and re-establishment of system operations and service delivery in the event of unplanned system outages or catastrophic occurrences;

(8) A financial system that ensures timely payment, appropriate utilization, and on-going management of financial resources so that needed services are provided within the allocated funds; and

(9) The capacity to collect, manage, and report data on client services, network service providers, subcontractors, foster homes, outcomes, and outputs.

(E) **Partnerships with Stakeholders.** The SSCC will tailor its service delivery continuum and associated policies and procedures to the specific needs of the contracted service area described in Section 1.05.

(1) **Operations Manual.** During the Start-Up Period [see Section 1.04(A)] the SSCC and DFPS senior management staff will collaborate to develop an operations manual to establish specific protocols, including but not limited to, methods and frequency of communication, jurisdictional expectations, and clarification of DFPS and SSCC roles and responsibilities. The operations manual must be completed at least 60 days prior to the SSCC accepting its first referral from DFPS (Stage I). Using the same process, the operations manual must be updated at least 60 days prior to implementation of Stages II and III. After Stage III, the SSCC will work with DFPS to update the SSCC Operations Manual at least 30 days before each new state fiscal year unless such a date falls within 120 days of Stage III implementation, in which case the SSCC and DFPS will update the SSCC Operations Manual at least 30 days before the next state fiscal year. Nothing in this section prevents DFPS from requesting that the SSCC work with the Department to update the Operations Manual more frequently. DFPS must approve of each update to the SSCC Operations Manual.

(2) The SSCC will work in collaboration with DFPS and stakeholders within the contracted service area to develop and maintain exemplary relationships that support achievement of improved permanency outcomes for children, youth, and families.

(3) DFPS will work in collaboration with the SSCC to identify, develop, and expand needed services and resources within the contracted service area in order to achieve the common goal of providing quality services to children and families.

**Section 1.12 Major Deliverable #3 - Compliance with General Requirements of the SSCC.**

(A) **Accountability.** The SSCC is ultimately responsible to DFPS for all contract requirements, including outcomes, regardless of whether the contract requirement is performed directly by the SSCC or indirectly by the SSCC through an agent, employee, volunteer, or subcontractor.

(B) **Legal/Regulatory.**

(1) The SSCC will comply with all applicable DFPS Minimum Standards for 24-hour residential child-care operations and with state and federal laws and regulations, including but not limited to the following:
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c) The SSCC will work in partnership with DFPS to improve outcomes for Children as it relates to the Federal Child and Family Service Review (CFSR). Information on the CFSR can be found by visiting: [http://www.acf.hhs.gov/programs/cbw/monitoring/index.htm#cfsr](http://www.acf.hhs.gov/programs/cbw/monitoring/index.htm#cfsr)

d) National Youth in Transition Database (NYTD) - The SSCC shall assist children and support the necessary activities including on-going computer access required for entry of data into NYTD system. Information on NYTD can be found by visiting: [http://www.dfps.state.tx.us/txyouth/NYTD/default.asp](http://www.dfps.state.tx.us/txyouth/NYTD/default.asp)

(2) The SSCC will comply with all court orders regarding the provision of paid foster care and/or purchased services for children, youth, and families served through the SSCC.

(3) Services (with the exception of placement) that are ordered by the court and fall outside the purchase of service funding streams will be reviewed by DFPS and the SSCC on a case-by-case basis to determine financial responsibility.

(4) The SSCC must report known critical incidents, licensing investigations, licensure board reports and investigations, suspected fraud or fraud investigations and violations that occur within the SSCC's service model to DFPS in accordance with Licensing Minimum Standards and contract requirements. For these circumstances in particular, and at all times in general, the SSCC must have operational procedures and mechanisms in place to ensure they are knowledgeable of and respond immediately to conditions or situations that may pose a threat to child safety. DFPS will regard any failure to disclose and report such incidents as a breach of the SSCC's contract. Residential Child Care Licensing's role with all licensed providers, including the SSCC subcontractors, will remain unchanged.

(5) The SSCC will make reasonable efforts to ensure services provided to children and families are offered in the individual's primary language.

(C) Health Care Services for Children in Substitute Care

(1) The SSCC must access all medical, dental, vision, and behavioral health care for children in substitute care referred to the SSCC by DFPS through STAR Health, managed care system for children in substitute care, unless otherwise directed by DFPS.

(2) The SSCC must access Medicaid healthcare related services which are excluded from or carved out of the STAR Health Plan but for which children are eligible to receive.
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(3) The SSCC will be financially responsible for providing behavioral health services for children served by the SSCC when community resources are not available and/or Medicaid does not cover the cost of the service. The cost of all medically necessary behavioral health services for children served by the SSCC should be covered through Medicaid.

(4) No later than the third (3rd) business day after a child’s caregiver receives a letter denying prior authorization for a Medicaid service, the SSCC will e-mail a scanned copy of the denial letter and the date of such receipt to the CPS caseworker or caseworker’s chain of command and the DFPS regional Well-being Specialist.

(D) Research/Studies. Children and families referred to the SSCC for services will not participate in research and/or studies without the prior written approval of DFPS.

(E) Accreditation. The SSCC certifies that it will obtain, and will maintain, accreditation through the Council of Accreditation or another relevant accrediting body within thirty-six (36) months of the effective date of this contract. DFPS relies upon this certification and representation from Contractor in signing this Contract.

(F) Community Engagement. The SSCC must ensure that children and families receive the necessary services in their local communities. At a minimum, the SSCC must:

1. Develop and Implement a Community Engagement Plan for each stage of implementation that demonstrates the SSCC understands the role of the community in meeting the needs of children, youth, and families in the contracted service area. The SSCC must submit its Community Engagement Plan to DFPS for approval for Stage I within 60 days of the Contract’s effective date.

2. Include strategies (in the Community Engagement Plan) for engaging the following entities in the contracted service area(s):

   a) Children and youth in foster care, as well as alumni
   b) Families of children in foster care, including non-custodial parents
   c) Alumni families who have received DFPS services in the past
   d) CPS local staff
   e) Members of the judiciary
   f) Attorneys representing parents, children and DFPS
   g) Representative(s) of the Regional Disproportionality Advisory Committee
   h) Law Enforcement (including juvenile justice agencies)
   i) Child Welfare Boards
   j) Local School Districts
   k) Foster Parents
   l) Residential Child Care Providers (including but not limited to other child placing agencies and general residential operations that provide: emergency care services, child-care services, treatment services, transitional living services and residential treatment services)
   m) Purchased Service Providers
   n) Local Community Service Providers
   o) Transitional Living Centers (where available)
   p) Texas Workforce Agencies (DFPS youth are priority population)
   q) Faith-based organizations

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| r) | STAR Health Providers |
| s) | Tribal Representatives and Community |
| t) | Non-traditional community resources and leaders, |
| u) | Other county and/or community stakeholders |

### (G) Cultural Competency.
The SSCC must provide services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individuals, and protects and preserves their dignity. The SSCC must:

1. Exhibit a clear understanding of the cultural beliefs of children and families in the contracted service area.
2. Provide ongoing education in the form of orientation, training, workshops, and other educational opportunities to help staff, caregivers, and subcontractors understand the impact race, culture, and ethnic identity have on them and others and how they impact services to children and families.
3. Ensure that caregivers and subcontractors understand the impact of disproportionality and disparities in the child welfare system. Disproportionality is the over representation of a particular race or cultural group in a program or system and is an issue DFPS remains committed to addressing.
4. Coordinate and deliver services in a manner that is relevant to the culture of children and families served in the contracted service area.
5. Develop and implement a plan to ensure the composition of the SSCC workforce reflects the race, ethnicity, and culture of the client population.

### (I) Efforts to Address Disparities in Service Area.
The SSCC must ensure that the services offered and outcomes achieved by the SSCC are equal in proportion to the populations served.

### (K) Families Residing Outside Service Area (Stages II and III).

1. The SSCC will receive an allotment of purchase of service funding to serve families referred by DFPS, including families who may reside outside of the service area, when the child enters paid foster care in the contracted service area. The SSCC will deliver services commensurate with available services allotment.
2. The SSCC must have documented policies and processes that ensure timely delivery of services for families residing outside of the contracted service area.

### (L) Case-Specific Dispute Resolution.
Case-specific disputes between the SSCC and DFPS will be resolved using the following protocol:

1. Step 1: Objective, solution-driven, discussion or meeting between the individual(s) closest to the issue in dispute. If a mutually agreeable solution is not achieved, the individual will notify the other individual that they plan to involve their chain of command.
(2) Step 2: If Step 1 is unsuccessful, either party may proceed to Step 2. Disputes proceeding to Step 2 will be elevated to a knowledgeable, neutral DFPS staff member who understands the philosophy and goals of foster care redesign and is not a direct supervisor of the individual involved in the appeal. A written decision to the appeal is required within five business days.

(3) The SSCC must ensure continuity of services, as defined by DFPS, to the child or family affected while seeking to resolve case-specific disputes.

(M) Notification of Family/Tribal Affiliation.

(1) The SSCC must notify DFPS in writing within one business day of a child's family member(s) that it becomes aware of during its work with the child and/or any other individual or entity.

(2) The SSCC must immediately notify DFPS in writing upon learning that a child or a family member may possibly have a tribal family connection.

(N) Evaluation. The SSCC will be required to participate in and provide information for the DFPS evaluation of the Foster Care Redesign.

(O) Disaster and Emergency Response Plan. The Contractor must maintain at all times a written disaster and emergency response plan, policies and procedures to address internal and external emergencies and disasters that include, but are not limited to acts of nature (such as flood, hurricane, fires, and tornadoes), chemical or hazardous material spills, critical equipment failure, weapons of mass destruction events, and acts of terrorism. In the event of an emergency requiring evacuation or quarantine, the Contractor is responsible for maintaining the safety and placement of all Children in its care. All staff and Subcontractors of the Contractor must be aware of the disaster plan requirements and be prepared to fulfill their role in executing the plan.

(1) The disaster and emergency response plan and procedures must address the following:

a) Mandatory evacuation if directed by local officials;

b) Emergency evacuation;

c) Emergency response;

d) Disaster planning training for all staff and Caregivers;

e) Arrangements for adequate provision of:

i) Staffing;

ii) Shelter;

iii) Food;
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

iv) Transportation;

v) Medication;

vi) Supplies;

vii) Emergency Equipment; and

viii) Emergency Services.

f) Contact information for the Caseworker and the Caseworker’s supervisor;

g) Identification, location and tracking of Children;

h) Protection and/or recovery of Children’s records and important paperwork (including but not limited to electronic records, placement information, medical authorizations, Medicaid cards, STAR Health cards, and Education Portfolio);

i) The provision of regular and crisis-response services to Children during and after a disaster, including:

i) Methods for ensuring that services such as, but not limited to, crisis counseling are provided to meet the crisis-related needs of the Children in care during and after the disaster;

ii) Methods for ensuring that medical services are provided to Children throughout the disaster. Such services include, but are not limited to, providing Children with medication as prescribed (including insulin and asthma-related treatments), emergency care, and Medical Care for Children with Primary Medical Needs (as defined in Attachment B); and

iii) Plans for maintaining the services, as required by a court order and/or the Child’s Service Plan, for the Children in care after the disaster.

j) Communication with DFPS and CPS, including:

i) Identifying (name, telephone numbers) two emergency contacts designated by the Contractor who will be available to DFPS at all times in the event of an emergency or disaster;

ii) Contacting CPS to provide information on the location and condition of Children in care who have been evacuated as soon as the Children reach their evacuation destination by contacting CPS through one of the following methods: (1) During times when mass evacuation of part of Texas is anticipated, DFPS will enable an online reporting feature on the DFPS public website at: http://www.dfps.state.tx.us, (2) In situations when DFPS has enabled this online reporting feature and the Contractor has access to the internet, the Contractor should use this method to make the evacuation notification; or (3) In situations where the online reporting feature is not enabled or if the Contractor does not have access to the internet, the
evacuation notification can be made by calling the DFPS abuse/neglect hotline at 1-800-252-5400.

iii) Contractors with multiple facilities and CPAs must contact CPS once per day, at a minimum (unless otherwise instructed by DFPS), to provide information concerning the Children in their care until all Children are accounted for; and

iv) CPA's must have methods through which their homes can contact CPA administration to inform them of the location and condition of Children in care as soon as possible upon reaching an evacuation destination.

k) Post-disaster activities (including emergency power, food, water, and transportation);

l) Plans for return after an evacuation;

m) Methods to ensure the disaster plan remains current and is reviewed at least every two years and when changes in administration, construction, or emergency phone numbers occur; and

n) Child-Placing Agencies must provide a copy of their disaster plan to foster parents and ensure that each home has a written disaster plan, which will be updated as necessary and at each re-evaluation required by Minimum Standard §749.2801(b). The CPA will maintain a copy of each home's disaster plan in its records.

Section 1.13 Major Deliverable #4 - Provision of Care and Performance of Service. The SSCC must perform the management of the continuum of paid foster care and its provision of purchased services in a manner that, at a minimum, conforms to and complies with the service and contract requirements stated, defined, and described herein.

(A) Notification Request for Paid Foster Care Services (Stages I, II, III).

(1) DFPS will:

a) Provide final approval or reason(s) for denial of all placement decisions within 24 hours of request for approval. The SSCC may assume approval from DFPS if the Department does not provide notice of placement denial to the SSCC within 24 hours of request. For emergency placements only, DFPS will evaluate the SSCC's recommended placement option within 1 hour of receipt of notification from the SSCC by telephone or electronic notification. For emergency placements, the SSCC may assume approval from DFPS if the Department does not provide notice of placement denial within 1 hour of the request.

b) Notify the SSCC of all court orders regarding placement.

c) Provide written notification to the court of all placement and medical consent activities, consistent with current statutory requirements.

d) Determine eligibility and make appropriate referrals for the SSCC services.
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e) Provide notice to the SSCC within 2 business days, when DFPS becomes aware that a child is no longer eligible for the SSCC services. DFPS will continue to pay the SSCC for days of care provided up until the time the SSCC receives written notice of a change from DFPS, even if an individual or family's eligibility ended prior to notification.

f) Provide relevant and available information for placement to occur, and, as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing minimum standards for emergency and non-emergency placements.

(2) SSCC must:

a) Maintain the capacity to accept referrals from DFPS for residential child care 24 hours per day, 365 days per year.

b) Accept all referrals for paid foster care (No Reject) made by DFPS and continue to meet the individual needs of children referred (No Eject) until DFPS determines the individual is no longer eligible for the SSCC services.

c) Adapt to and abide by requirements of local courts (if different from process listed in contract) regarding placement processes and/or notification requirements.

d) Offer Supervised Independent Living (SIL) services in accordance with DFPS Policy within 6 months of the date that the SSCC receives the first referral for paid foster care services through the redesign model or within 6 months from the date in which DFPS awards the first SIL contract, whichever is the latter. The SSCC will be allowed maximum flexibility to choose subcontractors and develop contracts for supervised independent living services that will meet the needs of the youth to be served.

e) Utilize the same parameters as DFPS when making recommendations to the Department on who a Child's medical consenter should be. These parameters are outlined in Chart 1.

Chart 1
Medical Consenter

<table>
<thead>
<tr>
<th>Child's Placement</th>
<th>Recommended Designee</th>
<th>Recommended Back Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRO Providing Emergency Care Services</td>
<td>Professional employee of the GRO</td>
<td>Another professional employee of the GRO</td>
</tr>
<tr>
<td>CPA Foster family home</td>
<td>Foster parents, or Pre-consummated adoptive parents</td>
<td>Professional employee of the CPA</td>
</tr>
<tr>
<td>CPA Foster group home with foster parents (without shift staff)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>Service Description</th>
<th>Provider</th>
<th>DFPS Caseworker/Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPA Pre-consummated adoptive home</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRO Child Care Facility (Cottage Model)</td>
<td>Cottage parents</td>
<td>Alternate cottage parents</td>
</tr>
<tr>
<td>Home and community based (HCS) family home</td>
<td>HCS-based support family caregivers</td>
<td>DFPS caseworker</td>
</tr>
<tr>
<td>GRO Residential treatment center</td>
<td>DFPS caseworker</td>
<td>DFPS supervisor/second DFPS caseworker</td>
</tr>
<tr>
<td>GRO Therapeutic Camp</td>
<td>DFPS caseworker</td>
<td>DFPS supervisor/second DFPS caseworker</td>
</tr>
<tr>
<td>GRO Child Care Facility (Shift Staff Model)</td>
<td>DFPS caseworker</td>
<td>DFPS supervisor/second DFPS caseworker</td>
</tr>
<tr>
<td>HCS-based group home (with shift staff)</td>
<td>DFPS caseworker</td>
<td>DFPS supervisor/second DFPS caseworker</td>
</tr>
<tr>
<td>Nursing home</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediate care facilities for mental retardation (ICF-MR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRO Treatment Services Intermediate Care Facility for Persons with Intellectual or Developmental Disability</td>
<td>Developmental disability (DD) specialist for children on their caseloads, or DFPS caseworker for children on their caseloads</td>
<td>DFPS caseworkers assigned as secondary worker to DD specialist caseloads, or DFPS supervisor/second DFPS caseworker</td>
</tr>
</tbody>
</table>

**f) Consider all applicable state and federal requirements and best practice when making recommendations of potential placements to DFPS. These areas include but are not limited to, the following:**

- i) The child's safety and best interest;
- ii) Preference for family;
- iii) Least Restrictive, most family-like setting (NOTE: Only foster family homes, not group homes, are considered least restrictive.);
- iv) Placement with siblings;
- v) Child's individual circumstances;
- vi) Children are placed in their home communities and in close proximity (no more than 50 miles) to their parents home;
- vii) Maintaining the child in the school of origin and minimizing educational disruption;
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viii) Biological family's individual circumstances;
ix) Substitute caregiver's individual circumstances; and
x) Placements respect and support the child's culture.

g) Continually review the appropriateness of the child's placement and make efforts to preserve the current placement.

h) Consider all applicable state and federal requirements when documenting the child's placement and submit to DFPS (see Chart 2 for time frames):

i) Date of placement
ii) Date of discussion with child regarding initial and all subsequent changes in placement
iii) Child's response to discussion regarding change of placement
iv) Whether placement was emergency or planned
v) Whether pre-placement visit(s) occurred and if so, date(s) of pre-placement visit(s)
vi) Name, address, and telephone number for current placement, including agency or facility name if service is delivered through a subcontract with the SCC
vii) Explanation as to why identified placement is most appropriate
viii) If the placement is not with a foster family home document why a more restrictive setting is needed
ix) If placement change resulted in a change of schools explanation as to the need for school change
x) If placement is more than 50 miles from child's home of origin, explanation for why the child is not in close proximity
xi) If the child is not placed with siblings, reasons for separation

l) Immediately notify DFPS when the SCC becomes aware that a child may no longer be eligible for the SCC service.

(3) Placement Referral Types for Paid Foster Care Services include:

a) DFPS Emergency Placement - Process utilized when DFPS makes a referral to the SCC for children/youth who are in immediate need of paid foster care services and are not currently served by the SCC.

b) DFPS Non-Emergency Placement (New Referral to the SCC) - Process utilized when DFPS makes a referral to the SCC for children/youth who are transitioning from a placement in the Legacy System to the care of the SCC.

c) DFPS Non-Emergency Placement (Change of Placement Request) - Process utilized when DFPS has identified a need for a change in placement for children/youth already served by the SCC.

d) SCC Emergency/ Non-Emergency Placement - Process utilized when the SCC has identified a need for a change in placement for children/youth already served by the SCC.
(4) Placement Referral Types for Paid Foster Care Services (Stages I, II, III) and Required Notifications, Roles, Responsibilities and Documentation Requirements (see Chart 2):

**Chart 2**
Placement Referrals

<table>
<thead>
<tr>
<th>Notification Type</th>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFPS Emergency Placement</td>
<td>Notify the SCC of the emergency need for placement by telephone or electronic notification. (All telephonic notification will be followed by written notification.) Provide a placement packet and other available case information within 2 hours of referral, if referral information is provided telephonically written documentation will follow. Evaluate the SCC's recommended placement option and medical consenter within 1 hour of receipt of notification from the SCC by telephone or electronic notification. (If approval is granted by telephone, written approval will follow within 24 hours.) Approval is to be assumed if denial of placement is not provided to the SCC within the designated timeframe. Provide appropriate placement documentation and available information to the SCC at the time of the placement and as it becomes available over the course of the case, including, but not limited to, information and</td>
<td>Accessible 24 hours a day and 365 days a year Takes physical possession of Children from DFPS within 4 hours of receipt of DFPS notification of emergency placement need. Identifies and notifies DFPS by telephone or electronically of appropriate placement option including potential medical consenter no later than 7 hours of receipt of DFPS notification of emergency placement need. Child will be placed as soon as possible following receipt of DFPS referral. Provide required placement documentation to designated DFPS staff within 12 hours of receiving referral. Must document required information regarding referrals and placement and provide to DFPS within designated timeframe.</td>
<td></td>
</tr>
<tr>
<td><strong>DFPS Non-Emergency Placement</strong></td>
<td><strong>New Referral to the SSCC:</strong></td>
<td><strong>Must document required information regarding placement and provide to DFPS within designated timeframe.</strong></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-----------------------------</td>
<td>---------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>documentation required by DFPS Residential Child Care Licensing minimum standards for emergency placements.</td>
<td>Identify potential placement option(s) for child and schedule pre-placement visit(s) for child with potential caregivers. Involve child in the decision as appropriate to the child's age and level of understanding. May contact provider from which the child will be moved to gather relevant information. Identifies and notifies DFPS electronically of appropriate placement option, including potential medical consenter as soon as possible and no later than 3 days prior to placement needing to occur. Provide required placement documentation to designated DFPS staff within 12 hours of placement occurring. Place a child within required timeframes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>New Referral to the SSCC:</strong></td>
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<td></td>
</tr>
<tr>
<td>Notify the SSCC of the need for placement through electronic notification and schedule placement staffing with the SSCC. Provide placement packet (electronically) and other relevant case information to the SSCC with referral and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing minimum standards for non-emergency placements. Evaluate the SSCC recommended placement option and medical consenter within 24 hours of receipt of notification from the SSCC electronically. Approval is to be assumed if denial of placement is not provided to the SSCC within designated timeframe. Notify CASA and attorney ad-litem that change in placement has occurred.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Identify potential placement option(s) for child and schedule pre-placement visit(s) for child with potential caregivers. Involve child in the decision as appropriate to the child's age and level of understanding.</strong></td>
<td><strong>Provide required placement documentation to designated DFPS staff within 12 hours of placement occurring.</strong></td>
<td><strong>Place a child within required timeframes.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Notify CASA and attorney ad-litem that change in placement has occurred.</strong></td>
<td><strong>Request joint staffing with DFPS if needed.</strong></td>
<td><strong>Must document potential placement information provided to DFPS and time child was taken to actual placement location.</strong></td>
<td></td>
</tr>
</tbody>
</table>

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### Change of Placement Request:

Notify the SSCC of request to change placement. Documentation should state reason for desired change in placement as well as time frame for change of placement.

Participate in joint staffing if requested by the SSCC.

Evaluate the SSCC recommended placement option and medical consenter electronically within 24 hours; approval is to be assumed if denial of placement is not provided to the SSCC within the designated timeframe.

Provide appropriate placement documentation and available information to the SSCC at the time of the placement and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing minimum standards for non-emergency placements.

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| SSCC Emergency Placement | Evaluate the SSCC’s recommended placement option and medical consenter within 1 hour of receipt of notification from the SSCC by telephone or electronic notification. (If placement visit(s) for child with potential caregivers, child is involved in decision as appropriate to the child’s age and level of understanding. Identifies and notifies DFPS electronically of appropriate placement option, including potential medical consenter as soon as possible and no later than 3 days prior to placement needing to occur. Provide required placement documentation to designated DFPS staff within 12 hours of placement occurring. | Must document required information regarding placement and provide to DFPS within designated time frame. Maintain documentation of DFPS' placement approval. |
| when there is a perceived or actual threat to the safety or well-being of the child.) | approval is granted by telephone, written approval will follow within 24 hours.) Approval is to be assumed if denial of placement is not provided to the SSCC within the designated timeframe. Provide appropriate placement documentation of approval or denial and available information to the SSCC at the time of the placement and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing minimum standards for emergency. | appropriate placement option, including potential medical consenter. Complete a pre-placement visit(s) for child with potential caregivers, whenever possible. Ensure the child is involved in decision as appropriate to the child's age and level of understanding. Provide required placement documentation to designated DFPS staff within 12 hours of placement occurring. | Documentation must clearly support why the desired change in placement is necessary and in the best interest of the child. |
### Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

| SSCC Non-Emergency Placement | Evaluate the SSCC recommended subsequent placement option and medical consenter within 24 hours; approval is to be assumed if denial of placement is not provided to the SSCC within the designated timeframe. Provide appropriate placement documentation of approval or denial and available information to the SSCC at the time of the placement and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing minimum standards for non-emergency placements. | Notify DFPS of need to evaluate current placement for appropriateness within 30 days of desired change in placement electronically. Documentation must clearly state reason for desired change in placement. Identifies and notifies DFPS electronically of appropriate placement option, including potential medical consenter as soon as possible and no later than 3 days prior to placement needing to occur. Complete a pre-placement visit(s) for child with potential caregivers. Ensure the child is involved in decision as appropriate to the child’s age and level of understanding. Provide required placement documentation to designated DFPS staff within 12 hours of placement occurring. | Must document required information regarding placement change and provide to DFPS within designated time frame. Documentation must clearly support why the desired change in placement is necessary and in the best interest of the child. |

(B) Referral, Coordination, and Delivery of Services to Families (Stages II and III).

(1) DFPS will:

a) Notify the SSCC of any court ordered instructions regarding services to the family.

b) Provide referral to the SSCC for coordinated purchased services.

c) Provide electronic notice to the SSCC when an individual or family is no longer eligible for services. Until such time as the SSCC has been provided notice that a child is no longer eligible for services, DFPS will continue to pay for said child’s services.
(2) SSCC must:

a) Maintain the capacity to accept referrals from DFPS for services to families of children referred to the SSCC 24 hours per day, 365 days per year.

b) Accept all referrals (No Reject) made by DFPS and continue to meet the individual needs of the family and other individuals referred (No Eject), until DFPS determines an individual is no longer eligible for the SSCC services. This includes families and other individuals who reside outside of the contracted service area.

c) Adapt to and abide by local jurisdictional requirements regarding services for children, youth, and families served through the SSCC.

d) Notify DFPS when the client is no longer attending services or when authorization for additional or new services is needed.

(3) Referral for Coordination and Delivery of Services to the Family (Stages II and III) - Roles, Responsibilities and Documentation Requirements (see Chart 3).

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFPS will refer families who require services that support the achievement of safety, permanency and well-being for the individual child in paid foster care to the SSCC electronically. Note: Families may remain eligible for the SSCC service coordination and delivery after their child has exited paid foster care so long as DFPS is still the legal conservator.</td>
<td>Review referral of family and identify potential services needed.</td>
<td>Must document service recommendations.</td>
</tr>
</tbody>
</table>

(C) Child/ Youth Assessment/ Service Planning (Stages I, II, III)

(1) DFPS will:

a) Provide all available, relevant information on the child and family to be used in the assessment process at time of referral and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing minimum standards for emergency and non-emergency placements.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

b) Approve assessment tool developed by the SSCC, prior to implementation of Stage I.

c) Within 7 days of referral, schedule the Initial Coordination Meeting (ICM) with the SSCC to review child (Stages I-III) and family (Stages II-III) case history and discuss the SSCC's recommendations for services to be provided to the child and family.

d) Provide final approval for services agreed upon and documented in the Child and Family Plans of Service and subsequent revisions.

e) Establish the permanency and concurrent goals for children and youth and their families in collaboration with the SSCC and in accordance with Judicial requirements.

f) Notify the SSCC of all court ordered services for all children and families served through the SSCC.

(2) SSCC must:

a) Ensure that all assessments: (1) are conducted from a trauma-informed, child-and-family centered, strength-based perspective; (2) consider the unique culture, experiences, and beliefs of the child and their family; (3) incorporate all evaluation and assessments completed through STAR Health or other providers; and (4) conform to Minimum Standards.

b) Develop and implement a child and youth assessment tool, approved prior to implementation of Stage I, which addresses the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social, and educational.

c) Ensure that the family receives appropriate testing and assessment(s) as indicated by their case history, which can include, but is not limited to, psychological testing and evaluation and a substance abuse screening and assessment.

d) Ensure timely delivery and continuity in the provision of services to meet the assessed needs for foster care and Preparation for Adult Living - Life Skills Training (Stages I-III) and family services (Stages II-III) in accordance with the requirements established by DFPS.

e) Develop and implement a process by which children, youth, and families may elevate concerns about the provision and/or quality of services provided.

f) Ensure that all services identified in the Child (Stages I-III) and Family (Stages II-III) plans of services are provided and documented in a timely manner and support the child's permanency goal.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

3) Service Planning Model Assumptions.

a) DFPS and the SSCC will work collaboratively to develop plans of service for children (Stages I, II, III) and their families (Stages II-III).

b) Services will be identified and designed to support the child's permanency goal, including concurrent permanency goals, and will sufficiently address the reasons for DFPS intervention.

c) The SSCC must ensure children, youth, families, and caregivers have an opportunity to participate in the identification of needed services and in the development of service plans.

d) The SSCC must utilize and maximize services offered through other state agencies, for which DFPS children, youth, and/or families are a priority population.

e) The SSCC must maximize purchase of service funding by utilizing community based services for which DFPS families are eligible.

4) Child and Youth Service Planning (Stages I, II, III) - Roles, Responsibilities and Documentation Requirements (See Chart 4).

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SCC Role</th>
<th>SCCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Referral</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### ICM Meeting

**Within 7 days of referral,** schedule the Initial Coordination Meeting (ICM) with the SCC to review child (Stages I-III) and family (Stages II-III) needs and outline services to address the assessed needs. Provide the SCC two business days' notice of meeting.

### Service Planning

Work jointly with the SCC and schedule Initial and Subsequent Service Planning Meetings to develop service plans.

Establish permanency and concurrent goal with input from the SCC

Provide written reason for denial, and required changes if Service Plan proposed by the SCC is denied by DFPS. The response must be provided within 3.

Share the SCC preliminary service recommendations for child with DFPS during Initial Coordination Meeting (ICM). Actively participate in ICM meeting.

Share all assessments, evaluations and medical reports related to the child (Stage I) and family (Stage II and III) with DFPS.

Schedule Initial and all Subsequent Service Planning Meetings to develop child plans of service within timeframes required by Texas Family Code and applicable licensing standards. The SCC provides 14 days notice to DFPS of Service Plan Meetings.

Provide timely documentation for service planning.

Share all assessments, evaluations and medical reports related to the child (Stage I) and family (Stage II and III) with DFPS.

Provide written service plan to DFPS worker at conclusion of meeting for approval or denial.

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Provide relevant case information and/or "read-only access in IMPACT to the SCC prior to the ICM. (Read-only access to IMPACT is dependent on funding availability and is not guaranteed).
<table>
<thead>
<tr>
<th>Business days of receipt of service plan.</th>
<th>Make all reasonable efforts to ensure children, youth, families and caregivers participate in service planning.</th>
<th>Stage II and III - Provide written reports of visitation to DFPS as required.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Visitation Planning</strong></td>
<td>Work with the SCC to identify visitation plan with family members and siblings if placed separately. Provide the SCC with Documentation of Approved Visit Plan.</td>
<td></td>
</tr>
<tr>
<td>Conduct visits with Children and their caregivers.</td>
<td>Work with DFPS to identify visitation plan with family members and siblings if placed separately.</td>
<td></td>
</tr>
<tr>
<td>Actively participates in all service plan meetings.</td>
<td>Assist in arranging and provide transportation for visitation (Stage I).</td>
<td></td>
</tr>
<tr>
<td><strong>Audit/Monitoring</strong></td>
<td>Monitor and assesses all services to ensure appropriateness and effectiveness.</td>
<td>Evaluate and report on the effectiveness of service being provided to children, youth and families.</td>
</tr>
<tr>
<td>Ensure case plans meet state and federal requirements.</td>
<td>Adjust the service type, frequency and duration of services based on input received through staffings.</td>
<td></td>
</tr>
<tr>
<td><strong>Discharge Planning</strong></td>
<td>Work jointly with the SCC to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal.</td>
<td>Work jointly with DFPS to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal. Ensure that discharge planning including services to prepare a child and youth for permanency is incorporated with the child and youth's service plan.</td>
</tr>
<tr>
<td>Approve or deny within 5 business days, the SCC's recommendation for discharge.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule a family meeting when it is time to discharge the child or youth from the SSCC for the achievement of the permanency goal.

Share other information relevant to the case with the SSCC within 7 days of receipt including court documents and significant events impacting permanency plan.

Participate in a family meeting when the child or youth is ready for discharge to permanency.

### (5) Family Services Planning (Stages II and III) - Roles, Responsibilities and Documentation Requirements (See Chart 5)

The SSCC must abide by timeframes and include participants in Child’s Service Plan Development as outlined in 40 TAC §700.1331 (Stages I-III) and in the Family’s Service Plan Development.

#### Chart 5

**Family Service Planning**

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SCC Role</th>
<th>SCCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule the Initial Coordination Meeting (ICM) with the SSCC to review child (Stages I-III) and family (Stages II-III) needs and outline services within 7 days of referral.</td>
<td>Share the SSCC preliminary service recommendations for child (Stages I-III) and family (Stages II-III) with DFPS during Initial Coordination Meeting (ICM).</td>
<td>Provide a monthly report to DFPS that outlines services being provided, missed appointments, overall progress with services and treatment plans.</td>
</tr>
<tr>
<td>Work jointly with the SSCC and schedule Initial and Subsequent Service Planning Meetings to develop service plans.</td>
<td>Schedule Initial and all Subsequent Service Planning Meetings to develop Child Plans of Service in accordance with time frames established by the Texas Family Code.</td>
<td>Provide timely documentation of all service plans and changes in service array or delivery.</td>
</tr>
<tr>
<td>Work with the SSCC to identify visitation plan with family members and siblings if placed separately.</td>
<td>Work with DFPS to identify visitation plan with family members and siblings if placed separately.</td>
<td>Document all meetings and visits with Family members.</td>
</tr>
<tr>
<td>Notify the SSCC of permanency and</td>
<td>Identify available services to meet the family’s needs through the</td>
<td>Create and maintain individual client record which includes the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Form 2054</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• DFPS Child and Family Plans of Service</td>
</tr>
<tr>
<td>concurrent goal.</td>
<td>assessment of the family's history and individual needs.</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Visits with parent and/or family member who is the subject of the Family Plan of Service.</td>
<td>Provide DFPS with the SSCC service recommendations to develop the Family Plan of Service.</td>
<td></td>
</tr>
<tr>
<td>Actively participate in all service plan meetings.</td>
<td>Ensure all family members who are subject of the Family plan of service participate in service planning.</td>
<td></td>
</tr>
<tr>
<td>Monitors and assesses all services to ensure appropriateness and effectiveness.</td>
<td>Evaluate and report the family's level of compliance with services offered.</td>
<td></td>
</tr>
<tr>
<td>Ensure case plans meet state and federal requirements.</td>
<td>Evaluate and report on the effectiveness of services being provided to family.</td>
<td></td>
</tr>
<tr>
<td>Work jointly with the SSCC to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal.</td>
<td>Adjust the service type, frequency and duration of services based on input received through joint service plan meetings.</td>
<td></td>
</tr>
<tr>
<td>Schedule a family meeting when it is time to discharge the child or youth from the SSCC for the achievement of the permanency goal.</td>
<td>Work jointly with DFPS to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal.</td>
<td></td>
</tr>
<tr>
<td>Notify the SSCC of any change in status related to the Parents, relatives, or significant parties involved with the child.</td>
<td>Ensure that discharge planning including services to prepare a family for their child or youth's permanency is incorporated in the Family's service plan.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Participate in a family meeting (for youth aging out refer to Section 1.13(C)(8) [Transitional Living Services] of this Contract) when their child or youth is ready for discharge to permanency.</td>
<td></td>
</tr>
</tbody>
</table>

- Individual treatment or service plan with periodic updates documenting progress or lack of progress.
- All reports required by contract
- Court reports and orders received
- Adequate documentation to support services received such as who received the services, who provided the services, when and where they were provided, the duration and the outcome.
  - Date and manner of submission of assessments, plans, or reports required by contract
  - Case notes, including documentation of complaint investigations, court-related services, diagnostic consultations with the DFPS caseworker and translator and interpreter services.

(6) **Sample Array for Family Services.** Chart 6 provides examples of services previously delivered to families served by DFPS. The SSCC will not be limited to providing only the services listed below and inclusion of this table is not meant to imply the availability of funds for each of these services (see Chart 6).
### Sample Service Array

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation and Treatment Services</td>
<td>Assessments: Psychosocial, substance abuse assessment Evaluation: Psychological, Developmental, or Psychiatric evaluation Treatment: Individual, Group or Family counseling to include substance abuse counseling</td>
</tr>
<tr>
<td>Substance Abuse Testing &amp; confirmation</td>
<td>Testing to identify or confirm the existence of a drug in a person’s system</td>
</tr>
<tr>
<td>Preparation for Adult Living (PAL) Services</td>
<td>Life skills training and other services for the purpose of preparing a youth in substitute care to live independently when he or she becomes an adult or to assist the youth during transition to adulthood after leaving foster care.</td>
</tr>
<tr>
<td>Foster Care Day Care</td>
<td>Foster Care Day Care is for children placed in a foster family or foster group home with foster parents who are employed full-time as funding is available.</td>
</tr>
<tr>
<td>Concrete Services</td>
<td>The purchase of goods or services to increase the safety of the home or better meet the needs of the child.</td>
</tr>
<tr>
<td>Translator and interpreter services</td>
<td>Communication services utilized when a client’s ability to communicate is diminished due to Limited English Proficiency or some other communication disability.</td>
</tr>
<tr>
<td>Purchased Adoption Services</td>
<td>To increase permanency placement options for children awaiting adoption by recruiting, training and verifying adoptive homes; handle adoptive placements of the children; provide post-placement supervision; and facilitate the consummation of the adoption.</td>
</tr>
</tbody>
</table>

(7) Child’s Physical and Behavioral Health Needs (Stages I, II, III) - Roles, Responsibilities and Documentation Requirements (see Chart 7).

#### Chart 7

**Health Needs**

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure proper consent is obtained for children in paid foster care placement for all physical, psychotropic</td>
<td>Coordinate all physical and behavioral health and/or prescribed medication(s) and/or substance abuse related services identified in</td>
<td>Maintain documentation in accordance with what is required in DFPS Minimum Standards.</td>
</tr>
</tbody>
</table>
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

medication and behavioral health and substance abuse treatment.

Inform the SSCC of any known physical or behavioral health issues, medications prescribed and/or substance abuse issues that need to be addressed upon referral or as soon as DFPS becomes aware of health issues requiring special attention.

Monitor all physical and behavioral health services to ensure the child's individual needs are being met.

the service plan.

Ensure children in paid foster care placement receive initial and all follow-up Texas Health Steps, Early and Periodic Screening and Diagnostic and Treatment (EPSDT) exams, including Early Childhood Intervention (ECI) referral, and dental exams in accordance with STAR Health and DFPS Policy timeframes.

Ensure the caregiver provides written consent for the child's ECI information to be entered into the child's Health Passport.

All services identified will be accessed through the STAR Health Network, with the exception of substance abuse services that are accessed through the Department of State Health Services (DSHS).

Provide or ensure the provision of all mental and behavioral health related services identified in the Child's Plan of Service.

Ensure proper oversight of any prescribed psychotropic medication.

Schedule and transport children to and from appointments.

Notify DFPS of any Texas Health Steps medical and dental appointments, medical emergencies, known significant physical or behavioral health concerns or changes, including when a child's psychotropic medications fall outside the Psychotropic Medication Parameters.
### Chart 8
Transitional Living Services

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work jointly with the SSCC and schedule the initial planning meeting for transitional plan for youth&lt;br&gt;Approves the youth’s transitional plan&lt;br&gt;Tracks all transitional living services for the Youth&lt;br&gt;Identify youth to be surveyed and enter required data and maintain National Youth in Transition Database (NYTD).&lt;br&gt;Confirm eligibility for all transitional living services and financial supports to the SCCC.&lt;br&gt;Schedule and facilitate Circle of Support (COS) Meetings to develop the youth’s Transition Plan.&lt;br&gt;Determine the youth’s (ages 18-22) eligibility for Extended Care and/or Return to Care.&lt;br&gt;Ensure that the youth signs the Voluntary Extended Foster Care Agreement (Form 2540) in a timely manner.&lt;br&gt;Enter Life Skills training completed by youth into IMPACT.</td>
<td>Jointly works with DFPS to initiate initial planning meeting for the development of a transitional plan for youth resulting in one plan followed by the SSCC and DFPS&lt;br&gt;Use DFPS Transitional Plan template (Form 2500)&lt;br&gt;Work with each youth and family to develop and implement a Transition Plan and to attend and participate in all planning meetings&lt;br&gt;Arrange for annual standardized Transitional Plan assessments (currently the Ansell-Casey Skills Assessment) and its interpretation to be shared and discussed with the youth and the caregiver.&lt;br&gt;Assist DFPS in obtaining NYTD surveys from identified youth at ages 17, 19, and 21.&lt;br&gt;Provide identified services to help the Youth achieve independence&lt;br&gt;Assist the youth in applying for and securing services to transition from dependency to adulthood.&lt;br&gt;Work with youth and other significant individuals to identify and foster lifelong connections to caring adults that can be sustained after the youth leaves the system.&lt;br&gt;Assist DFPS in obtaining the Voluntary Extended Foster Care Agreement (Form 2540), 7 days before child’s 18th birthday.&lt;br&gt;Participate in youth’s Circle of Support Meetings.</td>
<td>Document services to help the youth meet identified needs to achieve independent or Transitional Living.&lt;br&gt;Provide completed 2540 Forms&lt;br&gt;Document Life Skills Training as well as experiential Life Skills Learning&lt;br&gt;Voluntary Extended Foster Care Agreement (Form 2540) must be completed within 30 days of the youth’s 18th birthday or 30 days after the youth’s 18th birthday.&lt;br&gt;Document and report by the 15th of the month following the month of service all Preparation for Adult Living Life Skills training completed by each youth to DFPS for entry into IMPACT. More frequent reporting will be required during the some months to be incompliance with NYTD.</td>
</tr>
</tbody>
</table>
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsible for all legal/court activities related to termination of parental rights, legal risk placement, adoption, and eligibility for post-adoption subsidies and services. Approve or deny the SSCC’s selected adoptive home study; if selection is denied, provide in writing the rationale for the decision, including specific reasons that would indicate why the family was not an adoptive fit.</td>
<td>Recruit and approve adoptive homes. Place children in DFPS approved legal risk and/or adoptive home. Provide services to prepare and support adoptive placements. Obtain assessments and services needed to ensure placement stability in a legal risk and/or adoptive home prior to consummation.</td>
<td>Provide documentation of these services.</td>
</tr>
</tbody>
</table>

Chart 9
Adoption

(9) Adoption (Stages I, II & III) - Roles, Responsibilities and Documentation Requirements (See Chart 9).
appropriate match and/or how the decision is not in conformity to the agreed upon placement guidelines.

(D) **DFPS Court (Stages I, II, III).** Court services are required of both DFPS and the SCC whenever DFPS has legal conservatorship of a child. State and federal requirements mandate that children in DFPS' legal conservatorship have periodic court reviews. The court reviews include, but are not limited to, the review of the child's placement, child and family services, summary of medical care, and progress towards permanency. DFPS will provide the SCC all available court orders, reports, and information.

(1) **SSCC must:**

a) Ensure that the SCC’s agents, employees, volunteers, and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to the child (Stages I-III) and family (Stages II & III), at the request of the Department or court.

b) Notify or assist the Department in locating past agents, employees, volunteers or subcontractors when DFPS needs past agents, employees, volunteers, or subcontractors to appear and testify in accordance with services offered under the purview of this contract.

c) Ensure that children and youth attend all court review hearings as requested by DFPS or required by the court, unless excused by the presiding judge prior to the court hearing.

d) Comply with and/or assist DFPS in complying with all court orders and jurisdictional requirements.

e) If the SCC fails to comply with any court order or other governmental requirement and a court imposes a monetary penalty upon DFPS, then the Department will recoup such damages against the SCC in the amount attributable to the SCC’s noncompliance.

(2) **DFPS Court (Stages I, II, III) - Roles, Responsibilities and Documentation Requirements (See Chart 10).**

**Chart 10**

**Court Requirements**

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SCC Role</th>
<th>SCCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare court report, attend court and testify</td>
<td>Attend court hearings and/or preparation meetings as requested by DFPS, CASA, child's attorney or other members of the judiciary.</td>
<td>Maintain documentation of all court orders</td>
</tr>
</tbody>
</table>
**Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions**

| Scheduled Court Hearings | Notify DFPS of who will be attending court electronically prior to court hearing 20 days prior to scheduled hearing. Provide information necessary for preparation of court reports 20 days prior to scheduled hearing. Provide supplemental information for inclusion in court report when significant events occur prior to scheduled hearing. Ensure attendance of staff with personal knowledge of the case at all court hearings unless excused by the presiding judge. Provide notice to caregiver of all court hearings. Notify DFPS immediately of any service of legal process including but not limited to summons, subpoena, or discovery notices related to performance under contract. Ensure children attend court hearings, unless excused by the presiding judge prior to the court hearing. Attendance may occur through video conference and/or teleconference when appropriate and if approved by the court. | Document and provide all information requested by DFPS in order to complete court reports. |

(E) **Education (Stages I, II, III).**

(1) The SSCC must ensure:

   a) Each School-Aged Child is enrolled in a Public School within three school days of placement unless an exception has been granted in writing by the Child's Caseworker or Caseworker's Chain of Command;

   b) If a Child has to withdraw from a Public School due to a change in placement that results in the Child being discharged, the Discharging Contractor must notify the Public School within three school days of this discharge, unless an exception has
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

been granted in writing by the Child's Caseworker or Caseworker's Chain of Command;

c) Each School-Aged Child attends a Public School unless the Contractor has received a written exception to this requirement by the Child's Caseworker or Caseworker's Chain of Command;

d) Each Child three, four, and five years of age:

i) Attends a pre-kindergarten program offered through the Public School or an early childhood education program offered through Head Start, if available, in the local community of the Child's Caregiver, unless an exception has been granted by the Child's Caseworker or Caseworker's Chain of Command;

ii) May attend a private, early childhood education program or pre-kindergarten program paid for by the Contractor or Caregiver, if an exception has been granted by the Caseworker or Caseworker's Chain of Command;

e) Written verification of the Child's enrollment is provided to the Caseworker within five calendar days of the Child's enrollment;

f) In compliance with the Texas Education Code §29.012, if the Child is three years of age or older, the Contractor will provide written notice to the school district in which the Facility is located, not later than the third calendar day after the date a Child is placed in a residential Facility. For this written notice, the Contractor should reference the Texas Education Code §29.012 and include the following minimum information:

i) Name and date of birth of Child;

ii) Name of CPA and Foster Family or GRO;

iii) Address of location where Child resides; and

iv) Contact information for the representative of the CPA or GRO who is submitting such notice; or

v) The Contractor also has the option of using the DFPS template for this purpose, which can be accessed at:

http://www.dfps.state.tx.us/documents/PCS/CPA notice to ISD sample letter.doc; and

vi) The Contractor shall minimize disruptions to a Child's education by scheduling therapy, and other appointments, outside of school hours, whenever possible.

vii) The Department may at any time require that a Child attend the local Public School.
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**g)** The SSCC will minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

**h)** The SSCC will ensure necessary support to achieve educational goals, including but not limited to, tutoring, help with homework and obtaining necessary school supplies.

**i)** The SSCC will ensure caregiver participates in all child/youth ARD meeting(s) and parent/teacher conferences either in person or by telephone.

(2) **Education Portfolio.** The SSCC will ensure that:

**a)** The SSCC must maintain and update the Education Portfolio for each school-age child in the SSCC's care. The SSCC must keep the Education Portfolio where the child resides while in paid foster care. The contents of the Education Portfolio must include:

i) School enrollment documentation: Birth certificate, Social Security number, Immunizations, and withdrawal notice from the last school;

ii) Special education documentation: Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), documents related to Section 504 of the Rehabilitation Act of 1973 regarding reasonable accommodations, Full Individual Evaluations and/or other diagnostic assessments;

iii) Report cards, progress reports, and/or IEP progress reports;

iv) Transcripts;

v) Standardized test results;

vi) Referrals, notices, or correspondences; and

vii) School pictures.

**b)** The SSCC will make the Education Portfolio readily available to DFPS for each school-age child on any visit with the child or otherwise, if requested.

**c)** The SSCC will ensure and document that the report card and progress reports are discussed with each School-Age child.

**d)** The SSCC will provide the Child's Education Portfolio to DFPS at the time a School-Age child is discharged from the Contractor's care.

**e)** For each School-Aged child, the SSCC must ensure:

i) The most current educational documents and records are in the child's Education Portfolio; and
ii) The Child’s Education Portfolio includes the child's current school withdrawal paperwork, if applicable.

(3) Post-Secondary Educational and Vocational Activities. The SSCC must:

a) Provide or facilitate access to post-secondary education, vocational or technical training, support services and activities, including job readiness, skills training, and apprenticeship program opportunities that are required by the Child’s Plan of Service and CPS Transition Plan at 16 years of age and/or as developmentally appropriate, so each Child:

i) Has access to appropriate community vocational activities, including services provided by the local Texas Workforce Solutions offices (if available in the area) and post-secondary education programs; and

ii) Receives the assistance needed to maximize the benefit of these activities;

b) Guide and assist the Child in accessing and completing documents when required for the State-Paid Tuition Fee Waiver and Education and Training Voucher (ETV) Program if there is a need by the Child.

(4) Driver License. The SSCC must:

a) Ensure that the following are made available to Children to facilitate driver license fee waiver-residency affidavit requirements:

i) A DFPS Foster Youth Driver License Fee Waiver Letter;

ii) A Texas Department of Public Safety (DPS) Texas Residency Affidavit (Form DL-5), which is completed and signed by the Child and a Representative;

iii) For Children under age 18, a Representative to accompany the Child to the DPS driver license office to provide acceptable proof of residency; and

b) Inform Children who have applied for a driver license of the need to notify DPS of a new address change within 30 days of a change in placement.

(5) ECI Program. The Contractor must, for each Child who is younger than three years of age:

a) Provide, in compliance with the Texas Education Code §29.012, written notice to the local ECI program not later than the third calendar day after the date a Child is placed in a residential Facility. For this written notice, the Contractor should reference the Texas Education Code §29.012 and include the following minimum information:

i) Name and date of birth of Child;

ii) Name of CPA and Foster Family or GRO;
iii) Address of location where child resides; and

iv) Contact information for the representative of the CPA or GRO who is submitting such notice; or

v) The Contractor also has the option of using the DFPS template for this purpose which can be accessed at: http://www.dfps.state.tx.us/documents/PCS/CPA_notice_to_ECI_sample_letter.doc.

b) Notify the Caseworker and Primary Care Physician (PCP) if the Contractor has a concern regarding the physical or mental development of a Child under the age of three;

c) Ensure that a referral to ECI is made if the Caseworker or PCP has determined a referral is necessary;

d) Facilitate the continuation of ECI services to each Child who was receiving ECI services prior to placement;

e) Ensure the Caregiver fully participates in the Child's ECI evaluation and process for developing an Individualized Family Service Plan (IFSP) for ECI services;

f) Ensure the Caregiver performs the following duties related to the Child's participation in the ECI Program:

i) To the extent the Caregiver consents to the Child's recommended and additional ECI Program services, the Caregiver fully participates in and supports such services;

ii) To the extent the Caregiver declines to consent to any of the Child's recommended and additional ECI Program services, the SSCC must immediately submit a detailed written report to the Caseworker explaining why such declined services are not in the best interest of the Child.

iii) To the extent the Caregiver disagrees or has a concern with any matter related to the identification, evaluation, placement, or provision of ECI services, the Caregiver may exercise the Caregiver's rights under the ECI rules of the Texas Department of Assistive and Rehabilitative Services (DARS) which are referenced in Part 2, Chapter 108 of Title 40 of the TAC, including 40 TAC §§108.111, procedures for filing complaints; 108.113, investigation and resolution of complaints and 108.123, opportunity for a hearing; and

g) Ensure the Caregiver provides written consent for:

i) The Child's ECI information to be entered into the Child's Health Passport; and
ii) The Child's Caseworker and Caseworker's Chain of Command to directly access ECI records from the ECI program if necessary.

(F) Approval for Travel and Visits.

(1) The SSCC will develop and maintain a written policy regarding overnight travel and overnight visits. When the SSCC desires to take a child outside of the state or country, the SSCC will follow DFPS policies and procedures including the completion of the Caregiver Declaration Regarding Out-of-Country Travel (Form 2069).

(2) Written approval for travel and visits is not required when:
   a) The CPS Caseworker arranges for the child to visit with members of the child's family; or
   b) The CPS Caseworker authorizes the child to travel in specified circumstances (usually routine trips or visits).

(3) Travel. The Contractor shall provide or arrange all travel to ensure the Child's access to:
   a) Behavioral Health, Medical, Dental, Vision, and Pharmacy services;
   b) Recreational, educational and after-school activities, sibling visits, family visits, court hearings, Preparation for Adult Living (PAL) activities, Aging-Out Seminars, Youth Leadership Council activities, Permanency Conferences, CPS Transition Plan Meetings, Family Group Conferences, Circles of Support Conferences, local Texas Workforce Solutions offices, Transition Centers (if available in the area); and
   c) Any other services necessary to fulfill the tasks on a Child's Plan of Service.

(G) Discipline and Crisis Management.

(1) Discipline. The SSCC must develop and implement discipline policies consistent with the Texas Administrative Code (TAC) and Minimum Standards.

(2) De-Escalation and Crisis Management. The SSCC must develop and implement Emergency Behavior Intervention policies consistent with the TAC and Minimum Standards.

(H) Voluntary Extended Foster Care or Return to Foster Care.

(1) The SSCC will offer assistance to the youth in maintaining documentation such as school transcripts or pay stubs to demonstrate that any such child/youth 18 to 22 years of age is qualified to remain in Extended Foster Care or Return to Care. The SSCC will notify DFPS if a child or youth is no longer meets eligibility criteria for Extended Foster Care or Return to Care.

(2) The SSCC will assist the child/youth in completion of the Voluntary Extended Foster Care Agreement, Form 2540, during the following time periods:
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a) Within the thirty (30) days preceding the child/youth’s 18th birthday, when possible; and

b) When this is not possible, no later than the 30th day after the youth’s 18th birthday.

Section 1.14 SSCC Model’s Fiscal Requirements (Stages I, II, III). The SSCC must:

(A) Develop and maintain comprehensive, accurate written financial operating procedures, subject to review and approval by DFPS.

(B) The SSCC must have independent financial audits conducted annually and provide the results to DFPS within 30 days from the receipt of findings provided by the independent auditor. Audits must be conducted by a Certified Public Accountant (CPA) licensed by the state regulatory body of the state in which the audit was performed. An audit conducted pursuant to Section 3.20(l) meets the requirements of this subsection.

(C) Provide all financial information requested by DFPS in an appropriate format within 3 business days of the request.

(D) Maintain sufficient cash management policies and procedures to produce cash flow reports that meet the requirements of DFPS.

(E) Coordinate and pay for services, required in individual service plans for children and families referred to the SSCC by DFPS.

(F) Ensure that financial and utilization management systems are in place to guarantee accountability for dollars spent and the capacity to manage financial risk.

(G) Assume responsibility for any monitoring/audit exception or other payment irregularity regarding services provided under the contract.

(H) Demonstrate the ability to manage funding to provide services within available resources.

(I) In accordance with 1 TAC §355.7101(6), the SSCC must use an accrual accounting system that reflects the application of generally accepted accounting principles (GAAP) approved by the American Institute of Certified Public Accountants (AICPA).

(J) Submit a detailed Accounting Policy Manual to DFPS within 60 days after contract execution that includes the following:

1. A detailed description of an accounting system capable of supporting the operation and management of a provider network, payroll, and subcontractor payments.

2. Fiscal policies and procedures that comply with 45 CFR 74 and 48 CFR 31 and address payment, invoices, delinquencies, reconciliation, audits, and other standard accounting procedures.

3. A detailed description of an information system that supports the management and oversight of services and an information system that collects, integrates, and reports financial and outcome data.
(4) The SSCC must update the Accounting Policy Manual at least 60 days before transition to Stages II and III. After Stage III, the SSCC will update the SSCC Accounting Policy Manual at least 30 days before each new state fiscal year unless such a date falls within 120 days of Stage III implementation, in which case the SSCC will update the SSCC Accounting Policy Manual 30 days before the next state fiscal year. DFPS must approve of each update to the SSCC Accounting Policy Manual.

(K) Legal/Regulatory.

(1) DFPS is accountable for meeting federal funding requirements outlined in the Temporary Assistance for Needy Families (TANF) program and in Titles IV-B and IV-E of the Social Security Act. The SSCC must follow all applicable state and federal child welfare laws and regulations when providing the services outlined in this contract. Information about applicable state and federal child welfare laws and regulations may be found by accessing the following resources:

a) Title IV-B - Child Welfare Policy Manual:


b) CAPTA:

http://www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta03/

c) Compilation of Titles IV-B, IV-E and Related Sections of the Social Security Act:


d) Temporary Assistance for Needy Families:

http://www.acf.hhs.gov/programs/ofa/

e) DFPS State Plan for IV-B and IV-E:

http://www.dfps.state.tx.us/About/Reports_and_Data/default.asp

f) Prompt Payment. The SSCC must remain in compliance with the Texas Comptroller of Public Accounts Prompt Payment Requirements. Information about these requirements may be accessed by visiting:

https://fmx.cpa.state.tx.us/fm/payment/vendorinfo.php

(2) Funding Restrictions. The SSCC may not use funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract.
(3) **Non-Denial of Services.** A client referred to the SSCC by DFPS cannot be denied or experience a delay in services based on a failure to pay fees or contribute to the cost of any service.

(4) **Medicaid for Purchase of Service Clients.**

a) Individuals referred by DFPS and served through the SSCC with purchase of service funds may be Medicaid (Fee-for-Service or Managed Care) eligible. The SSCC must have a process to verify the Medicaid eligibility of the individual served, initially and on an on-going basis. This process should include requesting a copy of the Medicaid card at the first encounter and periodic verifications of eligibility, as well as being informed and following the process for service providers of based on the individual’s Medicaid plan.

b) DFPS allocated funding will not be used for Medicaid eligible services for Medicaid eligible clients except as stated in letter f) below. The SSCC must use Medicaid (Fee For Service or Managed Care) as the source of payment for eligible individuals when Medicaid reimburses for the identified service. If the SSCC chooses not to utilize Medicaid for any Medicaid eligible individual, then the SSCC cannot bill DFPS for the service.

c) The SSCC must keep documentation of the proof of Medicaid and results of Medicaid and Managed Care verification and claims in the client file.

d) Failure to appropriately bill Medicaid for an eligible service will result in reimbursement to DFPS for any payments made by purchase of services funds of DFPS.

e) The SSCC will accept Medicaid or Medicaid Managed Care compensation as payment in full for covered services. The SSCC will not bill DFPS until the Medicaid claim is finalized. If the SSCC bills DFPS for services which are Medicaid eligible and for which the SSCC actually receives payment from Medicaid, the SSCC will reimburse DFPS for the payment, plus interest. Interest on such overpayment amount will be calculated from the date of receipt of DFPS funds by the SSCC of the overcharged amount until the date of payment to HHSC, and will be calculated at the Department of Treasury’s Median Rate (resulting from the Treasury’s auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest.

f) If Medicaid refuses to pay for a service [excluding residential child care services and/or services listed in Section 1.16(C)(6)], except when due to an SSCC error or failure to take appropriate and timely action to include appeals, payment will be made through the contract with proof of denial from Medicaid.

(5) **Private Insurance (Stages II and III).**

a) The SSCC may ask those individuals referred to the SSCC through the process described in Section 1.16(B) if they are covered by private insurance and request if they are in agreement to utilize their private insurance. If in agreement, the SSCC will request the client file claims through their insurance for services (excluding paid foster care and Preparation for Adult Living Services)
documenting their agreement. Note: Medicaid requires that existing insurance be used first for all eligible clients (excluding children receiving Foster Care Medicaid). Medicaid will pay what the private insurance does not cover up to the Medicaid fee. If the client refuses to file a claim then Medicaid will deny the claim and it will be a billable claim against the contract with the proper documentation.

b) The SSCC may claim reimbursement through the contract allocation for deductibles and/or insurance co-payments for allowable private insurance claims not otherwise paid by the client, so long as such a payment is permitted by federal TANF and Titles IV-B and IV-E regulations and documentation is maintained to support this claim.

c) If the client has insurance and chooses to file a claim, the SSCC may choose to accept and require its service providers to accept the final insurance compensation as payment in full for covered services.

d) If the client has insurance but the insurance carrier refuses to pay or fully pay for an otherwise allowable service, the client should be assisted and encouraged to appeal. Claims should be made through the contract allotment after the denial has been appealed and with proof of denial from the insurance company, when the client follows through with the appeal. When the client does not appeal, documentation of the contractor's efforts to assist and the client's failure to act should be documented.

e) The SSCC must keep documentation of the explanation of benefits for each insurance claim charged to the contract in the client file. The SSCC must not bill DFPS until the insurance claim is finalized. If the SSCC bills DFPS for services which are covered by private insurance eligible and for which the SSCC actually receives payment from the insurance carrier, the SSCC will reimburse DFPS for the payment, plus interest. Interest on such overpayment amount will be calculated from the date of receipt of DFPS funds by the SSCC of the overcharged amount until the date of payment to HHSC, and will be calculated at the Department of Treasury's Median Rate (resulting from the Treasury's auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest.

(6) Sliding Fee Scale / Service Co-Payments (Stages II and III).

a) The SSCC may use a sliding fee scale or otherwise allow individuals referred to the SSCC through the process described in Section 1.13(B) to be responsible in part for paying fees for purchased service (with the exception of services offered as a part of Preparation for Adult Living).

b) DFPS must approve the SSCC's plan for using a sliding fee scale or co-payments prior to implementation.

c) The SSCC must make efforts to collect fees and/or co-payments at the point of service; however, the client's failure to pay must not result in denial of services.
(7) Reimbursement for Vandalism or Damage. DFPS will not reimburse the SSCC for vandalism or damage caused by deliberate acts of destruction by any individual referred to the SSCC by DFPS.

(L) General Requirements for All Payments to SSCC..

(1) The SSCC must submit bills for purchased services (excluding foster care) in an accurate and timely manner, preferably within 15 days of the month following the month of service.

(2) All payments will be made to the SSCC after deducting any known previous overpayment made by DFPS, plus interest. Interest on such overpayment amount will be calculated from the date of receipt of DFPS funds by the SSCC of the overcharged amount until the date of payment to HHSC, and will be calculated at the Department of Treasury's Median Rate (resulting from the Treasury's auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest.

(3) The SSCC will reconcile all claims prior to the most current eight quarters. The SSCC will seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1. This subsection establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under titles IV-B, IV-E and TANF. Any claim or amended claim, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission of payment of the claim to the federal government can be processed in a proper and timely fashion.

(M) The SSCC will submit IRS Form 1120, or evidence of an extension. The required IRS Form 1120 is due annually within 150 days of the end of the Providence Service Corporation of Texas fiscal year or the date indicated by the extension, if applicable.

(N) The SSCC will submit quarterly financial statement on accrual basis.

(O) The SSCC will treat its operation under this contract separately in financial statements to facilitate monitoring and to track the financial performance of the SSCC.

Section 1.15 Required Record Keeping. The SSCC must ensure compliance with all record keeping requirements stated in this contract as well as DFPS Residential Child Care Minimum Standards and the Texas State Records Retention Schedule. For information about the Texas State Records Retention Schedule, please visit:

http://www.tsl.state.tx.us/sirm/recordspubs/rrs4.html

The SSCC must maintain documentation to support performance measures to allow for testing the validity of the results reported.

The SSCC must have policies and procedures for ensuring the development and sharing of accurate and useful client reports. At a minimum, the following will be required:
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(A) **Maintenance of Individual Child (Stages I, II, III) and Family/Client (Stages II-III) Case Files.** At a minimum, files must include all assessments, evaluations, service plans, and monthly and closing summaries for services provided in Stages II-III.

(B) **Referral Tracking System (Stages I-III).** The SSCC must develop and maintain a tracking system to record and document DFPS' referral of children and families for services to the SSCC, including date and time of referral and when services were initiated.

(C) **Provider Personnel Files.** The SSCC must maintain and ensure subcontractors maintain personnel files that include, but are not limited to, the following information:

1. Copy of current professional license(s), as applicable
2. Verification of Medicaid provider number, as applicable
3. Copy of completed Forms 2970c and 2971c or other applicable form as identified by DFPS
4. Copy of Background Check Results

(D) **Financial Records Maintenance and Retention.** The SSCC must:

1. Maintain all financial and statistical information using the accrual method of accounting in accordance with 1 TAC §355.7101(6).

(E) The Contractor will provide access to all records and information concerning a child served under this contract to properly identified individuals appointed by a court of competent jurisdiction (Volunteer or Court Appointed Special Advocates (CASA), guardians ad litem, and attorneys ad litem).

1. Such records and information may include, but is not limited to, documentation of face-to-face visits with the Child by the Contractor's Case Manager staff, the Child's Service Plan, documentation of services provided to a Child, medical and dental information, educational documentation, and narratives.

2. In order to assess that an individual who is accessing records and information is appointed by a court of competent jurisdiction, a Contractor or Caregiver should:
   
   a) If such individual is an employee of the CASA, have a valid court order; and
   
   b) If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance that clarifies the individual’s appointment to the Child.

3. If Contractor or Caregiver cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then the Contractor or Caregiver should obtain approval from the Child's caseworker or chain of command prior to granting access to records of information.

Section 1.16 Required Reports.
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(A) The SSCC must ensure compliance with report requirements outlined in the SSCC contract and DFPS Residential Child-Care Minimum Standards.

(B) The SSCC must accurately complete cost reports, time studies, Internal Control Structure Questionnaires (ICSQs), Contract Monitoring surveys, Performance Measurement reports, and any other reports required and requested by the Department within time frames specified by DFPS. The SSCC must submit annual cost reports as required by 1 TAC §355, Subchapter H.

(C) The SSCC will provide data reports listed in this section to DFPS in the times and formats indicated. Failure to list a report otherwise required elsewhere in this contract does not waive the Department’s right to request or the SSCC’s duty to produce the report. Each of the enumerated reports listed in this section will be provided to DFPS on a monthly basis, unless otherwise indicated, and in a format prescribed by the Department:

1. The number of subcontracts competitively procured,
2. The number of subcontracts that are performance-based,
3. The number of CPA’s that become Medicaid providers while subcontracting with SSCC,
4. The number of children and youth placed with the SSCC that have one, two or three face-to-face contacts with an SSCC or subcontractor case manager each month,
5. The number of subcontractor staff that receive Trauma Informed Care training annually,
6. The number of Resource Families, the number of Resource Families with placements; the number of Resource Families with children who do not have a permanency goal to return home or to relatives,
7. The number of quarterly QA site visits to providers,
8. The number of children, caregivers, DFPS case managers, bio families, school personnel, CASA, courts and other stakeholders who are interviewed during a negotiated reporting period (e.g., monthly or quarterly),
9. The number of safety assessments and safety plans completed monthly,
10. The number of violations of a safety plan and number of incidents where PSC staff were at the site of the child within 2 hours of being notified of a violation,
11. The number of violations of a safety plan for which DFPS was provided written notification within 2 hours of PSC identifying the violation,
12. The number of placement options required in subcontracts by PSC (aggregate by county in 2/9 Region).
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(13) The number of enhanced substitute care placement options in network, the number utilized for a reporting period, and the number of days utilized for a reporting period,

(14) The number of children and youth who remain in their school after placement and during placement,

(15) The number of required 90-day case staffing and reviews that were completed by subcontractors,

(16) The number of foster homes receiving incentives for accepting large sibling groups,

(17) The number of waivers Contractor requests of DFPS – RCCL (Residential Child Care Licensing) for placement of sibling groups in homes not licensed as such and the number of waivers granted by RCCL,

(18) The number of 16 year old youth (and older) who have been provided a minimum of 5 hours of training for each of the following:
   a) Health and Safety;
   b) Housing and Transportation;
   c) Job Readiness;
   d) Financial Management;
   e) Life Decisions and Responsibilities; and
   f) Personal and Social Relationships

(19) The number of youth provided the “optional” services listed in Sections 1.1.10 and 1.4.3 of Exhibit C: Plan of Operation – Providence Service Corporation,

(20) Monthly staffing reports (including but not limited to, the number of vacancies by position type, the turnover rate by position type, and the new hires by position type),

(21) Monthly report of incidents and complaints, and

(22) Monthly report on status of complaints/resolutions.

(23) If the SSCC ties payment for care to a utilization management review that establishes a service level for a child, then the SSCC will provide a monthly report indicating the designated service level of each child in the SSCC continuum.

Section 1.17 Information Technology Acceptable Use and Prohibitions. Information that DFPS entrusts to the SSCC will be protected in a manner consistent with its confidentiality and in accordance with all applicable standards and laws. The requirements of this Contract apply to any subcontractors performing work required under this Contract on behalf of the SSCC.

(A) User Requirements. The SSCC, its employees, agents, volunteers, subcontractors, and any other person or entity granted access to DFPS information resources must comply with the following standards set forth below:

(1) All user computers must be password protected.
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(2) Users leaving their computers unattended must either log off or lock access to their workstation.

(3) Users must not share their passwords, personal identification numbers (PIN), security tokens (such as Smartcard), or similar information or devices used for identification and authentication purposes to any system or application.

(4) Users of DFPS information resources must protect all account information that may allow access to any system under the authority of DFPS. This includes account identifiers, passwords, personal identification numbers, security tokens, or any other information or device used for user identification or authorization.

(5) Users must not purposely engage in activity that may circumvent computer security measures.

(6) Users of information resources must not engage in any act that would violate the purposes and goals of DFPS as specified in its governing documents, rules, regulations, and procedures.

(B) **Account Management.** Account management establishes the standards to create, monitor, control, and remove user accounts. User accounts should adhere to these settings if DFPS confidential data is being utilized or maintained. The account management standard applies equally to all user accounts without regard to their status or category.

(1) All accounts must be identifiable using a unique user ID.

(2) Accounts, other than service accounts, must uniquely identify a specific user.

(3) Account access levels must be reviewed for appropriateness every 12 months, at a minimum.

(4) Upon termination, employee accounts must be disabled.

(5) All access accounts established for contractors, subcontractors, vendors, and/or maintenance accounts must be disabled and deleted immediately upon termination or completion of the contract period.

(C) **Back-up and Disaster Recovery.** Backups of data and applications are a business requirement established to enable the recovery of data and applications in the event of loss or damage due to natural disasters, system disk, and other systems failures, intentional or unintentional human acts, data entry errors, or systems operator errors. Backups should adhere to the requirements of this section if DFPS confidential data is being utilized or maintained on systems that require backup services to recover in the event of data loss.
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(1) Backups must be of sufficient frequency and extent to support documented business continuity and disaster recovery plans. Frequency and extent may vary, depending on data classification and owner requirements.

(2) Physical access controls in use at any offsite storage location must meet or exceed the physical access controls defined for the source systems.

(3) Media used in the provision of backup storage must be protected in accordance with the highest level of sensitivity of information being stored.

(4) A success verification process must be implemented for all electronic information backups.

(5) Electronic information backups must be periodically tested to assure recoverability.

(6) Stored data must have, at a minimum, the following data clearly identifiable by labels or other coding systems:
   a) System name
   b) Creation date
   c) Sensitivity classification (based on applicable record retention regulations)
   d) Contact information

(7) Offsite storage facilities must be geographically located away from the primary physical location of the information resource so that a single disaster will not destroy the data at both sites.

(8) Confidential DFPS material transmitted over external network connections must be encrypted or otherwise protected as required by rule or law.

(D) Imaging Devices. Any device that has the capability to capture, store, or transmit a still or motion image of any document, person, or environment under the authority of this Contract must have the image-capturing function disabled when the user is operating in any area with access to DFPS information or other restricted DFPS environments. Exemptions to this requirement include dedicated document scanning devices and other equipment designed specifically to capture document images for archival storage.

(E) Malicious Code. All workstations (desktop, notebook, laptop, systems, or applications) whether connected to the SSCC's network, used remotely, or stand-alone, must use virus protection software and configurations or a certifiably comparable product.

(1) Virus protection software must not be disabled or bypassed.
(2) Settings for virus protection software must not be altered in any manner that will reduce the effectiveness of the software.

(3) Any automatic updates should be enabled on any antivirus protection software.

(F) Operating Systems. The SSCC must ensure that operating system software is stable with appropriate patches and has corresponding and complete documentation. Security-related operating system or software application patches must be reviewed and installed periodically, consistent with the criticality and vulnerability of the resource.

(G) Passwords. Passwords must adhere to a minimum length and format as defined by current password guidelines.

(1) Users must not write down passwords and store them near their computer.

(2) Users must not share their passwords with anyone, including when assisting with computer problems (technicians, Customer Service Center agents, and so on), supervisors, or other employees.

(3) If a password's security is in doubt, it must be changed immediately.

(4) If a user suspects their password has been compromised he or she should change it immediately.

(5) New or temporary passwords issued to a user must be changed upon the user's receipt of the password. The network password must be set for one-time use to support this policy.

(6) Passwords must have an expiration period of 90 days as defined by current password guidelines.

(7) Stored passwords must be encrypted.

(8) Passwords must:
   a) contain both upper and lower case characters, such as: a-z, A-Z;
   b) have digits and special characters as well as letters, such as: 0-9, !@#$%^&*()_+-=\{\}[:;'<>,./;
   c) be at least eight characters long;
   d) not contain consecutive duplicate characters such as: 99 or BB;
   e) not contain consecutive-count numbers or letters such as: 1234 or ABCD;
   f) not be words found in any dictionary, including slang, dialect, jargon, and so on;
   g) not be based on personal information, names of family, and so on;
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h) not be written down or stored on-line;

i) never be the same as a user ID.

(H) Physical Access. The standard for physical access establishes rules for granting, controlling, monitoring, and removing physical access to information resource facilities. The SSCC must ensure that each facility using DFPS information has a documented facility security plan.

(1) Physical security systems must comply with applicable regulations such as building codes and fire regulations.

(2) Physical access to all restricted facilities or areas must be documented and managed.

(3) Access to information resource facilities must be granted only to authorized personnel whose job responsibilities require access.

(4) The process for granting access, by key card or otherwise, to information resource facilities must include the approval of the designated office or staff person responsible for the facility.

(5) Access to secured facilities and key cards must not be shared or loaned.

(6) Access materials and key cards that are no longer required must be returned to the appropriate building manager, who is the only person authorized to pass the retired card to another user.

(7) The user must report lost or stolen access key cards to the building manager immediately upon becoming aware of the loss.

(8) Any secured facility that allows access to visitors will track visitors' access with a sign in and out log.

(9) Visitors to controlled facilities must be escorted at all times by authorized staff.

(10) Access records, entry and exit logs, and visitor logs must be kept based on records retention or other state or federal requirements.

(11) Functional capabilities for an access key card must be inactivated upon termination of need.

(I) Portable / Remote Computing. Confidential data should not be stored on portable computing devices. In the event that there is no alternative to local storage, all confidential data must be encrypted. Portable computing devices must maintain active
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

antivirus protection and appropriate security patch levels equivalent to those applied to any other computing device.

(J) **Removable Media.** The security standard for removable media establishes those rules necessary to protect the data of DFPS.

1. Sensitive, confidential and restricted personal information data that is stored on removable media must be encrypted.

2. All removable media must be scanned for malicious code content before use on any systems or networks.

3. These devices include, but are not limited to:
   a) diskettes, tapes, and compact disks (CD/DVDs);
   b) memory cards or sticks used in various portable digital devices;
   c) drive memory devices such as Firewire and USB flash, key, pen, and thumb; and
   d) portable mass storage devices.

(K) **Third Party Access.** The DFPS standard for third party access is intended to assure the security of DFPS information resource assets when vendor interaction is involved. Third parties who access DFPS information under this Contract must comply with all applicable DFPS policies, practices, standards, and agreements, including those related to:

1. acceptable use;

2. password;

3. auditing;

4. safety;

5. security; and

6. software licensing.

(L) Confidential and sensitive personal data at rest on computer systems must be protected by at least one of the following:

1. Encryption

2. Firewalls with strict access controls that authenticate the identity of those individuals accessing systems data
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(3) Sanitization of the data requiring protection during storage to prevent unauthorized exposure (such as truncating last four digits of a Primary Account Number)

(4) Other compensating controls including complex passwords or physical isolation or access

(5) Password protection used in combination with all controls including encryption

(M) Situations where DFPS Requires Encryption. Password protection alone is not an acceptable alternative to protecting confidential and sensitive personal data. DFPS requires the use of encryption in the following circumstances:

(1) Confidential and sensitive personal information back-up data must be protected using encryption methodologies.

(2) Removable media including CDs, DVDs, floppy disks, backup tapes, and USB memory drives that contain confidential or sensitive personal information must be encrypted and stored in a secure, locked location.

(3) Confidential or sensitive personal information transmitted as an e-mail message must be encrypted.

Section 1.18 Goal, Performance Measures, and Evaluation. Contractor performance evaluation is based on assessment of the performance measures outlined in this section and contained in Attachment A-1, compliance with the terms and conditions of the Contract, and compliance with Minimum Standards, as indicated by DFPS records and Contract Monitoring performed by Department staff.

(A) Goal of the Contract. The goal of this Contract is to ensure the provision of the full continuum of services for all referred children and their families and/or any other individual or entity directly involved in supporting the achievement of safety, permanency, and well-being of the child by developing a community-based service delivery model that ensures effective and efficient service delivery, continuity of care, and improved outcomes for children and their families.

(B) Performance Measures. The contractor will achieve measures for the initial contract period. Measures for each state fiscal year are subject to change on an annual basis. For each new state fiscal year, DFPS may compute new baselines for some measures and may also revise the indicators, targets, data sources, or methodologies for the measures during the state fiscal year. Any change to performance measures must be accomplished via a written amendment signed by both parties. The SSCC will be required to self report certain performance measure data in the DFPS Performance Management Evaluation Tool (PMET), which is an internet-based data collection and reporting system. The SSCC will be required to register an account in the PMET system within 30 days after the provision of the first service, according to the instructions found at: https://www.dfps.state.tx.us/application/PCSPMET. Select Help>PMET User Guide.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

If, at any time during the term of the contract, changes to a measure are necessary due to changes in federal or state laws, rules, regulations, or code, the performance of the SSCC will be measured under the new requirements.

Performance measure data may be used by DFPS to make decisions about contract status, to adjust the nature and intensity of DFPS’ contract monitoring and quality assurance activities, and to keep stakeholders informed about the success of the performance based contracting effort.

DFPS will manage performance measure reporting. DFPS will track these measures throughout the contract period. For each state fiscal year, a final analysis of aggregate data will occur when all data for that state fiscal year become available. Any and all analyses can be used by DFPS to determine subsequent performance targets or the need for contract changes. The Contract Performance measures are defined in Attachment A-1:

(1) Outcome 1. Children are safe in foster care

(2) Outcome 2. Children have stability in their placement

(3) Outcome 3. Children are able to maintain connections to Family and community

(4) Outcome 4. Youth are fully prepared for adulthood

(5) Outcome 5. Children in foster care are placed in the least restrictive placement setting; and

(6) Outcome 6. Children participate in decisions that impact their lives.

(C) DFPS and the SSCC will renegotiate Performance Measures every two years after the effective date of this Contract.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

Article II. UTILIZATION AND COMPENSATION

Section 2.01 Utilization. The Texas Health and Human Service Commission (HHSC) has projected the following number of new entries of children and youth into paid foster care for the contracted service area:

State Fiscal Year 2012: 747 Children/ Youth Projected to Enter Paid Foster Care

State Fiscal Year 2013: 769 Children/ Youth Projected to Enter Paid Foster Care

For purposes of this Contract, the above listed projections for new entries are being provided for planning purposes and in no manner suggest actual number of referrals for the identified service area. DFPS cannot guarantee any minimum level of utilization or specific number of referrals and utilization rates will vary according to the needs individual clients and DFPS budgetary allocations.

Data/Statistics and CPS Program Initiatives and Project Information:

CPS statewide and regional specific data and program information can be found in both the DFPS Annual Report and the DFPS Data Book by visiting:

http://www.dfps.state.tx.us/About/Data_Books_and_Annual_Reports/default.asp

Section 2.02 Compensation - SSCC Payment and Reimbursement Methodology. Performance-based contracts support innovation and allow for an individualized approach to service coordination and delivery through the use of flexible funding. Foster care reimbursement and allocation of funding for purchase of services to families will vary and depend on the SSCC Stage of implementation, and will be consistent with the following:

(A) Resource Distribution. As DFPS and the SSCC move through the Stages of Implementation, some of the functions that have traditionally been the responsibility of DFPS will shift to the SSCC. As a result, a transfer of resources commensurate with the transfer of function from DFPS to the SSCC will occur.

1) DFPS will transfer resources (cost includes salary, rent, utilities, supplies and other overhead) to support the following tasks:

a) Recruiting, developing and maintaining foster care placements, the average cost per full-time employee for performing this function is $50,295;

b) Locating, matching and ensuring stability of placements, the average cost per full time employee for performing this function is $55,728;

c) Administration, operation and management of service/contract, the average cost per full time employee for performing this function is $60,780.

2) DFPS will disburse the Resource Distribution to the SSCC in accordance with the terms of Attachment A-4, now incorporated into this Contract by this reference.

The timing and amounts of resources will be in part dependent on the SSCC's proposed model, transition and readiness plans. DFPS will negotiate the terms of the resource transfer with the SSCC prior to contract execution. DFPS and the SSCC will also meet
(B) Advance Payment for Start-Up. DFPS will provide a one-time advance payment to the SCC for use as operating capital prior to DFPS making the first referral for services in Stage I under the SCC contract. The SCC will repay the Advance Payment to DFPS during the first year of the contract. The guidelines and process for Advance Payment include:

1. DFPS will advance up to 1/12th of the projected contractual amount for paid foster care for the 1st year of operation within 15 days of contract execution.

2. The SCC will repay DFPS half of the Advance Payment amount nine (9) months after the effective date of the SCC contract.

3. The SCC will repay DFPS remaining balance of the Advance Payment amount twelve (12) months after the effective date of the SCC contract.

4. The SCC will remit repayment of the Advance Payment via check made out and submitted to DFPS.

5. Failure to repay the Advance Payment as outlined in Section 2.02(B)(2)-(4) will result in DFPS proceeding to recoup payments in accordance with any and all available remedies under state and federal law and taking other appropriate actions. This includes, but is not limited to, placing the contract on a vendor hold concerning further reimbursement, reporting the SCC to the Vendor Performance Tracking System (VPTS) in accordance with Section 3.06, and referral of the SCC to the Office of the Attorney General.

(C) Foster Care Rates. The Texas Health and Human Services Commission (HHSC) develops the reimbursement methodology rules for determining payment rates for DFPS contracted 24-hour Residential Child Care. Foster care rates include funding for both administrative and service costs associated with the provision of foster care and do not include the allocation for purchase of services to children, youth, and families. Daily foster care rates are based on appropriated funds and the number of children projected to enter paid foster care.

Foster care redesign reimbursement has three components for the contracted service area: A blended foster care rate; an exceptional foster care rate that may be applied to a limited number of days of care for children requiring extraordinary care; and, beginning in Stage III, a blended foster care case rate based on length of stay in paid foster care factors.

The Blended Foster Care Rates does not include the funding for Preparation for Adult Living-Life Skills Training, Purchased Adoption Services, and Foster Care Day Care Services, which will all be provided by the SCC beginning in Stage I and for which funding will be provided through a separate allocation. Similarly, the Blended Foster Care Rate does not include the financial resources which will transfer from DFPS to the SCC commensurate with transfer of tasks as described in Section 2.02 (A)(1) (b-c). The Blended Foster Care Rates are as follows:
Providence Service Corporation of Texas
Single Source Continuum Contract

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(1) The Blended Foster Care Rate for DFPS Administrative Regions 2 and 9 is $64.05 per day. In addition to the Blended Foster Care Rate, children requiring exceptional care may be served using an Exceptional Foster Care Rate [please see Section 2.02 (G)]. For the 2014-2015 state biennium, the blended foster care rate will only be rebased if the legislature allows for an increase or decrease in the published foster care rates. When complete and reliable cost report data is available from the SSCCs, the blended foster care rate will be rebased using cost report data within available funds on a biennial basis. If the Legislature grants an increase in foster care rates, DFPS will work with HHSC to rebase the SCCC’s blended rate.

(2) Minimum Pass-Through Requirement.

a) The SCCC must remit a minimum dollar amount of the daily foster care rate to foster parents to pay for child maintenance costs of children and youth placed pursuant to this contract. The minimum dollar amount will be determined by HHSC based on the most recent United States Department of Agriculture (USDA) Expenditures on Children by Families, Estimated Annual Expenditures on a Child by Husband-Wife Families, Urban South, with before tax income falling into middle USDA income bracket, inflated to the rate period, excluding expenditures on health care, child care and education. If HHSC implements a change in the applicable foster care rate(s), DFPS may change the minimum pass-through dollar amount(s).

b) The SCCC must document the payment schedule for services provided through the SCCC demonstrating the provision of required pass through for foster families.

c) The required minimum pass through dollar amount to a foster parent is $22.15 per day.

(3) Social Security Payments. Blended rate payments will be reduced by DFPS dollar for dollar by the amount of Social Security payments and other income received from the state and federal government that are transferred to the SCCC by DFPS for the direct care of specific children and youth.

(D) Blended Foster Care Rate.

(1) Methodology. The blended foster care rate represents the weighted average per diem payment rate for all children and youth (excluding Supervised Independent Living (SIL) placement and children/youth who have been approved for the Exceptional Foster Care Rate [see Section 2.02 G]) in paid foster care from the contracted service area, regardless of service level or placement type in the legacy system. The blended foster care rate will be re-based biennially, within available funding.

(2) Financial Risk. DFPS will pay the established blended rate for each calendar day of placement in paid foster care provided under the SCCC’s contract, mitigating risk associated with increased entries into paid foster care.

Through the use of a single blended foster care rate, the SCCC will have flexibility to offer individualized services to children and youth and will continue to be reimbursed at the same rate as children and youth move down or up the continuum of care and
require less intense or more intense services and/or a reduction or increase in the frequency of services.

In Stage III, DFPS will pay the SCC the blended foster care rate for each day of service provided to each child and youth, but financial rewards and financial remedies will be applied based on the average length of stay (blended foster care case rate) for children and youth in paid foster care served by the SCC (excluding SIL, Extended Foster Care, and children/youth who have been approved for the Exceptional Foster Care Rate).

HHSC will establish length of stay baselines based on DFPS historical data for children served by the SCC. HHSC will calculate a weighted average expected length of stay taking into account the sum of the products of the contracted service area average historical length of stay for each of four strata multiplied by the number of the SCC children in that strata, divided by the total number of the SCC children. The strata are based upon the age of the child upon entry into paid foster care and the amount of time the child has been in paid foster care: 1) less than one year old; 2) between one and thirteen years old and currently less than two years in conservatorship; 3) between one and thirteen years old and currently two or more years in conservatorship; 4) between fourteen and seventeen years old. The first baseline will be established from the average length of stay in paid foster care from the previous two years ending on the first day that the SCC receives the first referral for placement as a part of Stage I contract implementation in the contracted service area. The second baseline will be established from the average length of stay in paid foster care from the day that the SCC receives the first referral for placement as a part of Stage I implementation to the first day of second year of Stage III in the contracted service area. Subsequent baselines are recalculated every two years based on most recently available, reliable length of stay in paid foster care data.

If children and youth served by the SCC move to permanency in less time and at a higher rate of frequency, on average, than predicted by the SCC baseline, then the SCC will be able to re-invest funds equal to the General Revenue amount that DFPS would have spent had children and youth served by the SCC remained in paid foster care for the length of time predicted by the baseline. The SCC will be required to ensure that all funds obtained through this leveraged process are re-invested in a manner that further improves outcomes for DFPS children, youth, and families.

If the average length of stay in paid foster care for children and youth served by the SCC is higher than the historical baseline for average length of stay in paid foster care for the contracted service area area, the SCC will pay DFPS an amount equal to the general revenue amount that DFPS spent for the foster care days in excess for failure to achieve the established outcome target.

Compliance with length of stay expectations and calculation of rewards and remedies will be determined on an annual basis.

(E) Supervised Independent Living (SIL) Rates (Stages I, II, III).
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

(1) The SSCC must offer Supervised Independent Living placements by the SSCC as a part of the continuum of paid foster care services and in accordance with the time frames referenced in this contract.

(2) DFPS will reimburse the SSCC a separate SIL rate for young adults residing in an SIL placement.

(3) Young adults residing in an SIL placement will not be included in the blended foster care rate methodology and DFPS and HHSC will exclude young adults in SIL placements from the methodology used to determine incentives around length of stay in paid foster care in Stage III.

SUPERVISED INDEPENDENT LIVING (SIL)
PAYMENT RATES EFFECTIVE DECEMBER 1, 2011

<table>
<thead>
<tr>
<th>Service</th>
<th>Payment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Host Home Setting</strong></td>
<td></td>
</tr>
<tr>
<td>Young Adult Only- per day</td>
<td>$33.53</td>
</tr>
<tr>
<td>Young Adult plus Child- per day</td>
<td>$45.03</td>
</tr>
<tr>
<td><strong>Non-College Dorm Setting</strong></td>
<td></td>
</tr>
<tr>
<td>Young Adult Only- per day</td>
<td>$43.02</td>
</tr>
<tr>
<td>Young Adult plus Child- per day</td>
<td>$54.52</td>
</tr>
<tr>
<td><strong>College Dorm Setting</strong></td>
<td></td>
</tr>
<tr>
<td>Young Adult Only- per day</td>
<td>$41.49</td>
</tr>
<tr>
<td>Young Adult plus Child- per day</td>
<td>$49.35</td>
</tr>
<tr>
<td><strong>Apartment or Shared Housing Setting</strong></td>
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</tr>
<tr>
<td>Young Adult Only- per day</td>
<td>$43.02</td>
</tr>
<tr>
<td>Young Adult plus Child- per day</td>
<td>$54.52</td>
</tr>
</tbody>
</table>

(F) Extended Foster Care (excluding SIL placements) (Stages I, II, III).

(1) DFPS will reimburse the SSCC the blended foster care rate for young adults who remain in paid foster care through the Voluntary Extended Foster Care Agreement.
(VEFCA) with the exception of those residing in an SIL placement [see Section 2.02(E)].

(2) DFPS and HHSC will exclude young adults in Extended Foster Care from the methodology used to determine incentives around length of stay in paid foster care in Stage III.

(G) Exceptional Foster Care Rate (Stages I, II, III). There will be a very small number of children and youth in the contracted service area with exceptional needs that cannot be met appropriately through the use of a blended foster care rate. The Exceptional Foster Care Rate is based on a pro forma approach. This approach involves using historical costs of delivering similar services, where appropriate data are available, and estimating the basic types and costs of products and services necessary to deliver services meeting federal and state requirements.

The Exceptional Foster Care Rate is $448.75 per day, and the SCC will have a 457 of days. The SCC will have latitude, within agreed upon guidelines, in determining for which children these days are used. The SCC will have the option during contract negotiations to accept a reduced exceptional foster care rate in exchange for an extended number of designated days for which the exceptional foster care rate may be applied, so long as it does not exceed the appropriated funding amount. However, the Exceptional Foster Care Rate will always be a single, flat rate applied to all designated days. The Exceptional Foster Care rate will not vary by child and DFPS will not provide the option of charging the Department various multiple rates. The SCC may not apply the exceptional foster care rate to young adults in SIL.

The exceptional rate ceiling will be updated at the beginning of each biennium, beginning with the 2014-2015 biennium, based on the most current twelve months of actual cost data used to calculate the original exceptional foster care rate.

(H) Foster Care Reimbursement Requirements.

(1) DFPS will reimburse the SCC for the calendar day of placement, but not for the calendar day of discharge.

(2) DFPS will provide the SCC notice in writing of any change that affects payments to the SCC, unless court ordered or there is immediate risk to safety. DFPS must provide notice to the SCC within two (2) business days of any change in a child's eligibility. DFPS will pay the SCC for days of care provided up until the time DFPS notifies the SCC of a change, even if a child's eligibility ended prior to notification.

(3) DFPS will reimburse the SCC for up to 14 days of foster care in the following circumstances:
   
a) Psychiatric hospitalization
b) Medical facility hospitalization
c) Runaway
d) Unauthorized placement
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e) Temporary placement/visit in own home
f) Locked facility, jail, juvenile detention center
g) Short-term substance abuse placement

(4) Under the above-referenced circumstances DFPS would reimburse the SSCC for days of foster care on behalf of a child who is no longer in that provider's care, in order to reserve space for the child's anticipated return to the same placement at a date in the near future. The maximum duration of continued payments to the provider during a child's absence is subject to the limitations set forth in this section.

a) Payments to the SSCC for foster care during a child's absence will only be made if each of the following conditions are met:
   i) The SSCC plans to return the child to the same placement at the end of the absence;
   ii) The provider agrees to reserve space for the child's return for as long as payments are made in the child's absence; and
   iii) The SSCC is not making foster care payments on behalf of this same child to any other provider (with the exception of what is required as a part of the minimum pass-through to the child's foster parent) during the child's absence.

(5) In order for the provider to be eligible to receive foster care payments for children absent from the foster care facility, the provider must be actively engaged in:

a) Giving emotional support to the child (via active participation in the child's treatment while hospitalized)

b) Meeting the child's concrete needs (providing clothing, etc.)

c) Having frequent face-to-face contact with the child on a regular basis (being physically present with the child at the hospital as required by some medical facilities, etc.)

d) Facilitating family visits, as appropriate.

e) Communicating with the medical facility care team regarding child's progress and discharge plan.

(6) DFPS will not reimburse the SSCC for days of foster care when Children and/or Youth reside in the following non-DFPS paid placements:

a) Nursing home placement
b) Intermediate care facilities for persons with mental retardation (ICFMR)
c) State Supported Living Centers (SSLC)
d) Placed with a non-licensed relative caregiver
e) Pre-consummated adoptive placement
f) Texas Youth Commission facility
g) Texas State Hospitals
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(I) Preparation for Adult Living (PAL) - Life Skills Training (Stages I, II, III). PAL life skills training is used for the purpose of preparing youth in substitute care to live independently when he or she becomes an adult. These services are provided through the use of federal John H. Chafee Foster Care Independence Program (CFCIP) federal funds, referred to as Chafee funds. To learn more about these funds, please visit:


(1) Chafee Funds.

a) DFPS will allocate to the SSCC a fixed amount of Chafee funds [excluding Education Training Voucher (ETV) funds] each year of the Contract to be used in the delivery of PAL Life Skills services. The amount will be based on the contracted service area's allocation of the federal award of Chafee funds to DFPS. DFPS will provide the SSCC with the projected amount of funds available for use by the SSCC 30 days prior to Stage I.

b) As annual federal awards of Chafee funds are provided to DFPS, allocations will be adjusted, and the SSCC will be provided the appropriate share.

c) Chafee funds may only be spent on Preparation for Adult Living (PAL) services and are restricted from use for any other purpose.

d) In order to utilize Chafee Funds for PAL services, the SSCC must secure and provide a 20% match that can be either cash or an in-kind contribution. To learn more about match requirements, please visit:

http://www.acf.hhs.gov/cwpm/programs/cb/laws_policies/laws/cwpm/policy dsp.jsp?cId=204

e) Changes to annual fixed amount of Chafee funds resulting from annual federal awards may require a change to the match rate and consequently, the amount of the match required.

(J) Adoption Funds (Stages I, II, III). The SSCC will receive an identified amount of funding through their purchase of service allocation, which must be used for adoption services.

(1) Parameters for use of adoption funds will be defined during the Start-up phase and prior to implementation of Stage I. DFPS will provide the SSCC with the projected amount of funds available for use by the SSCC 30 days prior to Stage I.

(2) As of September 1, 2011, in order to utilize Adoption Funds, the SSCC must secure and provide a 25% match that can be either cash or an in-kind contribution.

(K) Foster Care Day Care (Stages I, II, III). The SSCC will receive a fixed number of foster day care slots to be used for children and families who meet the appropriate eligibility criteria.

(L) Foster Care Day Care Requirements.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

(1) The SSCC may only use allotted foster care day care slots for eligible Texas Workforce Commission day care providers.

(2) The SSCC will coordinate use of slots with DFPS so that DFPS may process payment for foster care day care to the Texas Workforce Commission on behalf of the SSCC.

(M) Coordination and Delivery of Family Services - Allocation of Funds (Stages II and III). The SSCC must identify its own unmet service needs and either deliver the services directly, identify available community resources, or purchase the needed services. Processes and parameters established in this subsection are only applicable to those services offered by the SSCC through the use of the DFPS purchase of service allocation and do not apply to any services offered by the SSCC through the use of community resources or additional funding methods. DFPS will provide the SSCC with the projected amount of purchase of service funds available to the SSCC on an annual basis no later than 60 days before Stage II and within 60 days of the start of each state fiscal year. The SSCC will be expected to make a determination of how best to use the POS allocation, including determining how to apportion its allocation. It is expected that the SSCC will manage within the funding allocation, yet maximize all available resources, including community services and other funding methods so that families referred to the SSCC can receive appropriate and effective services. Should POS funding be reduced, DFPS will discuss with the SSCC how other resources (e.g. DFPS staff) might be shared to cover gaps created by funding reductions.

(1) DFPS will determine:

a) The budget allocation amount for purchased services in the contracted service area based on an equitable distribution of services, workload activity, eligible clients, historical distribution, and case data with the goal of maintaining continuity of services and equal access to agency resources for all citizens of Texas.

b) Whether a service is allowable under the funding streams available and will create a service code to be used for billing purposes.

(2) SSCC must:

a) Identify the types of services needed to meet the specific needs of clients in the contracted service area.

b) Provide sufficient information on the modality or service description, eligible population, and payment methodology prior to implementing a service.

c) Access this allocation by submitting a claim for services after the service is provided.

d) Adhere to legislative mandates and requirements regarding flexibility in transfer of all purchase of service funding, including foster care day care slot allocations.

e) Maintain a 20% match for PAL Life Skills services.

f) Maintain a 25% match for Purchased Adoption Services.
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(3) Allowable Purchased Services. To ensure federal financial participation, the SSCC must ensure that services offered as a part of the purchase of service allocation meet the criteria outlined in the following:

a) Child Welfare Services, Title IV-B, Subpart 1 of the Social Security Act. For additional information:


b) Promoting Safe and Stable Families, Title IV-B, Subpart 2 of the Social Security Act. For additional information:


c) Temporary Assistance for Needy Families (TANF). For additional information:

http://www.acf.hhs.gov/programs/ofa/

d) Title IV-E. For additional information:

http://www.acf.hhs.gov/programs/cb/laws_policies/cb/laws/safe2ol0draft.htm

(4) Fee Schedule for Purchased Service Allocation (Stages II and III). DFPS service allocation payment and billing processes are dependent on the link between an established fee and identified service. DFPS must provide notice to the SSCC within two (2) business days of any change in an individual or family's eligibility. DFPS will pay the SSCC for days of care provided up until the time DFPS notifies the SSCC of a change, even if an individual or family's eligibility ended prior to notification.

a) The SSCC will provide DFPS payment methodologies and applicable fee schedules for services offered through the use of the purchased service allocation. Fees will be reasonable and comparable to those for similar services within the service delivery area.

b) Claims will be processed by DFPS in amounts not to exceed the rates on the fee schedule.

Section 2.03 Invoice Process

(A) Process for Payment of Foster Care

(1) DFPS will:

a) Enter information about the placement into the IMPACT electronic system

b) Generate invoices at the beginning of each month for prior month of service and will process payment to the SSCC for foster care services through the IMPACT
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system. Invoices will be reconciled with the SSCC prior to payment being made to assure accuracy.

c) Submit monthly Itemized Provider Statement to the SSCC, after reconciling with the SSCC to assure accuracy.

(2) The SSCC must contact appropriate DFPS staff to inquire about errors in payment and/or the Itemized Provider Statement.

(B) Process for Purchased Services to Children, Youth, and Families. The SSCC will select and bill for services delivered in accordance with agreed upon service plans. The following table outlines the anticipated invoice process and documentation requirements for payment of services rendered through the use of the purchase of service allocation (see Chart 11). Procedures may be modified or further specified in the operations manual.

Chart 11
Invoice Process for Purchased Services to Children, Youth and Families

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receive form 2054 from SSCC to initiate the invoice process</td>
<td>Generate and forward a form 2054 with sufficient information to initiate the invoice process to include but not limited: the client name/client number, service type, number of units delivered and effective dates for CPS personnel to enter into IMPACT. Obtain explanation of benefits from client when claiming for deductibles or services denied by the insurance carrier. Maintains documentation of fees charged and paid by the client when utilizing a sliding scale. Ensures claims submitted by subcontractors are accurate and complete.</td>
<td>Submits invoice billing statement which includes:</td>
</tr>
<tr>
<td>Enters form 2054 into IMPACT to generate pre-bill based on services, service delivery time range, units of services</td>
<td></td>
<td>1. Documentation to support any claim as a result of services or co-payment and deductibles not covered by the client's insurance.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Documentation to indicate clients who have been imposed a sliding scale fee and the associated service and fee charged to the contract and the client's share.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Medicaid denials</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Signed Form 4116X, State of Texas Purchase Voucher (only submitted when situations warrant the need for a manual payment process.</td>
</tr>
</tbody>
</table>
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| the 15<sup>th</sup> of the month following the month of service. | Other supporting documentation which may be requested by DFPS. |
Section 3.01 Funds Availability. This Contract depends upon the availability and receipt of state or federal funds that the Department has allocated to this Contract. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. Contractor will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement. DFPS will make best efforts to provide reasonable written advance notice to Contractor of any such funding restrictions. In the event that funds are unavailable or reduced, DFPS will pay Contractor in full for all authorized services rendered by Contractor. The Department and Contractor will also negotiate a reduction in Contractor's duties going forward commensurate with the reduction or unavailability of funding and if they cannot agree, Contractor will have the option to terminate the Contract.

Section 3.02 Notice of Funding. Contractor will place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this Contract.

Section 3.03 Comptroller Status. Contractor agrees that should the Texas Comptroller of Public Accounts ever place the Contractor on "vendor hold" or "not in good standing," then the Department will apply all payments under this Contract directly toward eliminating any of Contractor's debts or delinquencies to the State of Texas.

Section 3.04 Vendor Performance. Pursuant to Section 2155.144 (K) of the Texas Government Code and 20.108 of the Texas Administrative Code, state agencies are required to report vendor performance on any purchase of $25,000 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Texas Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/

DFPS may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

Section 3.05 Right to Audit. Contractor will cooperate fully in any review conducted by DFPS or its authorized representatives related to services provided under this Contract. DFPS has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Contractor, including all information related to any services provided under this Contract or billed to DFPS. Contractor will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by DFPS or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanction deemed necessary by DFPS. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Failure to enforce any provision of the Contract does not constitute a waiver of that provision, or any other provision, of the Contract.

Section 3.06 Access to Children and Youth. The Contractor will permit access to all Children and Youth referred to the SSCC by the Department to DFPS, its employees, its designees, and properly
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identified individuals appointed by a court of competent jurisdiction (Volunteer or Court Appointed Special Advocates (CASA), guardians ad litem, and attorneys ad litem).

(A) All parties will exercise their right of access in a reasonable manner and attempt to plan and coordinate such visits in cooperation with the Contractor and in a manner that minimizes disruption of the care of the Children placed with the Contractor.

(B) This section will not be construed to prohibit the Department or its designees from making unannounced visits to the Contractor's facilities or to a foster home verified by a CPA.

(C) In order to assess that an individual is appointed by a court of competent jurisdiction, a Contractor or Caregiver should:

(1) If such individual is an employee of the CASA, review for a valid court order; and

(2) If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the Child; or

(3) Review that the individual is named on the Child's Contact List.

(D) If Contractor or Caregiver cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then the Contractor or Caregiver should obtain approval from the Child's case worker or chain of command prior to granting the individual access to the Child.

Section 3.07 Rights of Children. The Contractor will:

(A) Cooperate with Child Protective Services (CPS) to ensure all Children have been given a written copy of the CPS Rights of Children and Youth in Foster Care at the time of placement, and for CPAs, at the time of any placement changes to a new foster home;

(B) Support the rights listed in the CPS Rights of Children and Youth in Foster Care;

(C) Not deny or restrict, through action or policy, any of the rights listed in the CPS Rights of Children and Youth in Foster Care; and

(D) Provide services to Children who are deaf or hard of hearing that ensure effective communication. When providing services to a Child who is deaf or hard of hearing, contact a Deafness Resource Specialist from the Department for Assistive and Rehabilitative Services (DARS) for assistance in determining how best to ensure effective communication. (http://www.dars.state.tx.us/dhhs/providers/specialists.asp).

(E) Contractor will ensure that any subcontractor providing services under this contract will also comply with this Section.

Section 3.08 Taxes. DFPS is not responsible for any state, local, or federal taxes. The Contractor must comply with all federal, state, and local tax laws.
Section 3.09 Buy Texas. In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Section 3.10 Reporting Abuse, Neglect, or Exploitation. Contractor will promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of abuse, neglect, or exploitation.

Section 3.11 Independent Contractor. Contractor will serve as an independent contractor in providing services under this Contract. Contractor's employees will not be construed as employees of DFPS or the State of Texas. Contractor has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Contractor is responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

Section 3.12 Administrative Notifications. Contractor will notify the Department immediately of any significant change affecting Contractor or this Contract, including, but not limited to, change of Contractor's name or identity, ownership, control, governing board membership, key personnel, any problem, complaint, or potential problem associated with performance or services, or payee identification number. Contractor will also provide DFPS with any documentation or information related to a notification provided for under this section. Contractor will also notify DFPS of any lawsuit brought against Contractor related to the services provided for in this Contract. Unless otherwise noted in this Contract, Contractor will provide all notices in writing to the Department within ten (10) working days.

Section 3.13 Complaint Reporting. Unless otherwise noted in this Contract, DFPS will contact Contractor when a complaint regarding any of the goods or services covered under this Contract is received and advise the Contractor whether DFPS will conduct an investigation or will coordinate with the Contractor for an investigation and a response. When DFPS requires the Contractor to conduct any part of the complaint investigation, Contractor must respond in writing to DFPS with all information and according to DFPS requirements and specified time frames. If Contractor is unwilling or unable to provide any information within the time required, Contractor will provide a written explanation for any information that Contractor does not submit, any applicable date by which Contractor will provide the information, and the detailed reasons why Contractor is unwilling or unable to provide such information.

Section 3.14 Sovereign Immunity. No part of any of this Contract, nor DFPS' conduct related to this Contract, will constitute a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DFPS, the State of Texas, and their officials and staff. DFPS does not waive any such privileges, rights, defenses, or immunities by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

Section 3.15 Indemnification. CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, DFPS, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY’S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DFPS. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE DEPARTMENT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DFPS OR ITS EMPLOYEES.
Section 3.16 Severability. Invalidity or unenforceability of one or more provisions of this Contract will not affect any other provision of this Contract. If a part of the Contract is determined invalid or unenforceable, a clause of as similar terms as may be legally possible may be added in order to make the prior intent of such provision legal, valid, and enforceable.

Section 3.17 Force Majeure. Neither party will be liable for any delay in performance under this Contract related to an unavoidable cause not attributable to the fault or negligence of the respective party. Such delays will extend the period of performance at the discretion of DFPS. Contractor must inform the Department in writing of proof of force majeure within ten (10) business days or otherwise waive this right as a defense.

Section 3.18 Disclosures under the Public Information Act. All contracts and other information submitted to DFPS may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Contractor submits proprietary or otherwise confidential information to DFPS, then Contractor should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. DFPS assumes no responsibility for asserting legal arguments for Contractor. Contractor should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information.

Section 3.19 Limitation on Use of DFPS Seal and Name. Contractor may not use the DFPS seal in any form or manner without the prior written approval of the Department. Contractor also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of Contractor’s goods or services by DFPS.

Section 3.20 Federal and State Requirements. Contractor will comply with all applicable federal and state regulations as well as the Department’s policies and procedures regarding services delivered under this Contract.

(A) The SSCC must remain in compliance with 45 CFR 74 as applicable, 48 CFR 31, as applicable, Office of Management and Budget (OMB) Circulars A-133, A-110, A-21, A-87, A-102 and A-122 as applicable, the Uniform Grant Management Standards (UGMS) as applicable, and 40 TAC §§732.240–256, 1 TAC §§ 355, Subchapter H as applicable, and 1 TAC §§ 355.7101, 7103 and 7105 as applicable.

(B) Anti-Discrimination. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

1. Title VI of the Civil Rights Act of 1962 (42 U.S.C. §2000d et seq.);
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
4. Age Discrimination Act of 1975 (42 U.S.C. §§6101–6107);
5. Title IX of Education Amendments of 1972 (20 U.S.C. §§1681–1688);
(7) The HHS agency’s administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

(C) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

(D) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(E) Contractor agrees to comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(F) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of Contractor’s civil rights policies and procedures.

(G) Contractor must notify HHSC’s Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

(H) If applicable, Contractor will comply with:

(1) Health and Safety Code Section 85.113 (workplace and confidentiality guidelines regarding AIDS and HIV);
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(2) The Immigration Reform and Control Act of 1986, Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this Contract;

(3) All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and DFPS;

(4) The Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.);

(5) All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan related to the Energy Policy and Conservation Act (Pub.L.94-163);

(6) The Fair Labor Standards Act (FLSA) (29 U.S.C. § 201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor; and

(7) 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).

(I) Single Audit. All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant Management Standards.

(J) FFATA Reporting. Contractor must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in Section 3.22 (K) if Contractor is a Subrecipient. No direct payment will be made to Contractor for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and will become part of Contractor's obligations under this Contract. DFPS may provide written notice to Contractor of any such change in accordance with this Contract, but such notice will not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

(K) Subrecipient Reporting. The Contractor is a Subrecipient and will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

(1) Sub-award Information. A Subrecipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of $25,000 or more, (and any modifications to these contracts that change previously reported data):
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a) Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor’s parent company, if the Contractor has a parent company.

b) Name of the Contractor.

c) Contractor’s physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

d) Contractor’s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(2) Subrecipient Officers’ Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the Contractor will report the names and total compensation of each of the five most highly compensated executives for the Contractor’s preceding completed fiscal year if—

a) In the Contractor’s preceding fiscal year, the Contractor received—

i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

ii) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at:

http://www.sec.gov/answers/execomp.htm.)

Section 3.21 Prohibition on Non-Compete Restrictions. Contractor may not require any subcontractors providing services under the Contract, now or in the future, to agree to any conditions, such as non-compete clauses, that would restrict such persons from employment or contracting with DFPS or any current or future DFPS providers.

Section 3.22 Intellectual Property. Except as otherwise provided in this Contract, all products produced by Contractor as a result of this Contract become the sole property of DFPS, including, without limitation, all plans, designs, software, and other contract deliverables. Contractor must obtain the prior written approval of DFPS before using any information supplied by DFPS for any research, training, or publication.

(A) If Contractor develops any copyrightable material in the course of performing this Contract, then Contractor will grant the State of Texas, DFPS, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.
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(B) This section does not apply to any report, document, or other data, or any invention of Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.

Section 3.23 Cultural Competence. Contractor will make reasonable efforts to provide services that meet the individual needs of the client. Contractor will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Contractor will take into consideration the intellectual functioning, literacy, education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Contractor will provide services in the client's primary language, whether provided directly by Contractor or through a translator.

Section 3.24 Subcontracting. Contractor will be responsible to DFPS for any subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract will relieve Contractor of responsibility for ensuring the requested services are provided. Contractor will monitor any subcontractor providing services described in this Contract on an annual basis at a minimum. If Contractor uses a subcontractor for any or all of the work required, the following conditions will also apply:

(A) Contractors planning to subcontract all or a portion of the work to be performed will identify the proposed subcontractors and provide this information to DFPS upon request.

(B) Subcontracting will be solely at Contractor’s expense.

(C) DFPS retains the right to check subcontractor’s background, qualifications, and experience and to approve or reject the use of submitted subcontractors.

(D) Contractor will be the sole contact for DFPS and Contractor will list a designated point of contact for all Department inquiries regarding its subcontractors and subcontracted services.

(E) Subcontracts. Contractor will include a term in all subcontracts that incorporates this Contract by reference and binds subcontractor to all the requirements, terms, and conditions of this Contract that relate to the service being provided by the subcontractor, as well as explicitly hold that this Contract controls in the event of any conflict with the subcontract between the SSCC and the subcontractor. DFPS approval of Contractor's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor.

(F) Payment to Subcontractors. Pursuant to Chapter 2251 of the Texas Government Code, Contractor will make any payments owed to subcontractors within ten (10) calendar days of Contractor’s receipt of funds from DFPS. The SSCC must maintain records that account for funds expended separately for each subcontracted agency which provides care or services under the continuum.

(G) Insurance. DFPS will not require any uniform insurance requirement for SSCC subcontractors. The SSCC will be solely responsible for their subcontractors maintaining a level of insurance coverage and limits appropriate for the services the subcontractor is providing during the contract term. The SSCC must ensure adequate
protection for all funds expended and all clients served under this contract. If the SSCC subcontracts with a governmental entity, the SSCC will waive any insurance requirements related to this contract for the governmental entity.

(H) Reporting. SSCC must require subcontractors, as a condition of the subcontract agreement, to report critical incidents, licensing investigations, Licensure Board reports and investigations, suspected fraud or fraud investigations, and Minimum Standards violations to the SSCC. For said circumstances in particular, and at all times in general, the SSCC must have operational procedures and mechanisms in place to respond immediately to conditions or situations that may pose a threat to child or youth safety. The SSCC will notify DFPS of subcontractors' disclosure. Failure to disclose and report may be regarded as a breach of contract. Additionally, Contractor must obtain a waiver from each of its subcontractors which allows DFPS to disclose information to the SSCC relating to background checks, prior contract performance history and monitoring, and licensing investigations of a subcontractor, or a subcontractor's employees, agents, and volunteers.

(I) The SSCC must include, as a part of all subcontract agreements, a provision stating that DFPS or its designee will become the primary contracting entity with the subcontractor in the event that the SSCC contract with DFPS is terminated or non-renewed.

(J) Subcontract Dispute Resolution. The SSCC must have a clearly defined approach and protocol for addressing both case-specific and contract disputes which may arise between the SSCC and a subcontractor.

(K) Residential Child Care Subcontractors. If a subcontractor will provide residential child care services under this contract, then Contractor must explicitly state in its subcontract that the subcontractor will be responsible for meeting all DFPS residential child care licensing minimum standards and requirements, regardless of any terms or conditions of the subcontract. Additionally, Contractor must submit necessary information of its subcontractors to DFPS prior to placement so that DFPS can enter that information into IMPACT.

(L) Contractor will ensure that all subcontractors, including foster parents, participate and provide information to be used in Evaluation of Foster Care Redesign activities as directed by DFPS.

Section 3.25 Assignments. Contractor will refrain from transferring or assigning any portion of this Contract without prior written approval from DFPS. Contractor may collaterally assign its right to receive payments for the services provided by Contractor. Contractor must give written notice to DFPS at least ten (10) working days in advance of any assigned payment. Contractor will not assign or otherwise encumber any interest in or rights to payments of funds that Contractor must pass through to other individuals or entities per the requirements of this Contract.

Section 3.26 Personnel. Contractor will assign only qualified personnel to this Contract. Contractor, in its reasonable discretion, may substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor will provide to DFPS prior written notice of any proposed change in key personnel who will be involved in providing services under this Contract. The Texas Penal Code (Section 32.52) prohibits the use of fraudulent or substandard degrees. Contractor must
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include a process to verify the education and degree requirements of all employees in its human resources policy.

Section 3.27 Testimony in Proceedings. Contractor will require its employees, agents, volunteers, and subcontractors to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Contractor will also assist the Department in locating past employees or subcontractors when DFPS requires past employees or subcontractors to appear and testify in accordance with this subsection.

Section 3.28 Confidential Information. Unless specified otherwise in this contract, Contractor will not release confidential information to any party without the prior written approval of DFPS. Contractor will not use any information supplied by DFPS except for the purposes described in this Contract. If Contractor stores, collects, or maintains any data, Contractor will only use such data internally in the performance of this Contract.

(A) Contractor will establish a method to ensure the confidentiality of records and other confidential information relating to clients according to applicable federal and state laws, rules, and regulations.

(B) This provision does not limit the Department's right of access to client case records or other information relating to clients served under this Contract. The Department will have an absolute right to access and copies of such information, upon request.

(C) If Contractor receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Contractor will provide DFPS with immediate notice of such request (no later than two (2) business days) so that the Department may seek an appropriate protective order and/or consent to Contractor's disclosure of the requested records.

(D) Research and Publication. Contractor may not use any confidential information supplied by DFPS for any research purposes, training, or publication without the prior written approval of the Department.

(E) The provisions of this section remain in full force and effect following termination, non-renewal, or any cessation of the services performed under this Contract.

(F) The Contractor may release or otherwise use a photo or image of a Child under the following circumstances:

(1) Before the Contractor may release or otherwise use a photo or image of a Child, the following conditions must occur:

   a) It is in the best interest of the Child, poses no threat to the Child's health or safety, and the use is not for any commercial use, publicity, pecuniary benefit, or similar gain for the Contractor or any other party;

   b) No reference is made to the fact the Child is in the conservatorship of DFPS, and the use does not stigmatize the Child in any way;

   c) The Child approves of the release or use; and
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d) Permission is received prior to release or otherwise use of a photo or image of a Child as described in Section 3.31(F)(1) and (2).

(2) The Contractor is not required to receive prior written permission from DFPS when the following conditions are in effect:

a) The photo or image is released or otherwise used by the Child or Caregiver to the Child's friends or to the Caregiver's friends or family, including but not limited to school pictures traded with peers or a family photo sent in a holiday card;

b) The photo or image is released by the Child or Caregiver to the Child's biological family; or

c) The photo or image is used as a normal part of a school or extracurricular activity, including but not limited to photos published in the school yearbook or a church newsletter, photos of Honor Roll students published in the local newspaper, a group photo of a scout troop distributed to all the troop members and posted on a community youth center bulletin board, photos of the sports team posted in a school showcase, or other similar publication.

(3) Any other release or use of photo or images of a Child must be approved in writing by the Caseworker or Chain of Command.

Section 3.29 DFPS Background Check Policy. Any person who has direct contact with DFPS clients or client information must undergo a DFPS background check in accordance with this section and the DFPS Background Check Policy. The Department reserves the right to conduct background history checks on the SSCC, the SSCC's employees, subcontractors, volunteers, agents, and other individuals who interact with DFPS Clients or have access to Clients' records. DFPS will conduct all necessary background checks on the SSCC through the licensing process. If the SSCC chooses to provide services under this Contract through a subcontractor licensed by DFPS, then DFPS will conduct background checks on the licensed subcontractor through the licensing process. If Contractor provides services for families in Stage II of the implementation model (see Section 2.05) under this Contract through a subcontractor who is not licensed by DFPS, then Contractor must verify and ensure that such subcontractors and their employees, agents, and volunteers undergo DFPS background checks by using the DFPS Automated Background Check System (ABCS) according to the instructions in the user guide located at:


(A) Disclosure and Release. Contractor will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:

(1) an act of abuse, neglect, or exploitation of Children, Youth, the elderly, or persons with disabilities;

(2) criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code against:

a) the person;
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b) the Family;
c) public order or decency;
d) public health, safety, or morals; or
e) property;

(3) an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or

(4) any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

(B) **Method of Disclosure and Release.** This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

(1) a criminal history background check;

(2) a DFPS abuse and neglect history check; and

(3) if the ABCS system is used to conduct the background check, a signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the Contract is in effect.

(C) **Contact with Clients.** Contractor will prevent or promptly remove any employee, agent, volunteer, subcontractor, subcontractor's employee, subcontractor's agent, or subcontractor's volunteer from direct client contact and/or from access to client records who is identified by the DFPS Background Check Unit. If DFPS determines that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Contractor will notify the Department of its intent to do so no later than ten (10) business days and receive Department approval prior to the reassignment. Contractor must provide the DFPS with further information concerning the reasons for the reassignment upon the request of the Department. If the person in question is found to have committed any of the acts or offenses listed in this Contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

(D) The Contractor will ensure initial and subsequent 24-month Background History Checks (Checks) are performed in compliance with Minimum Standards, including:

(1) Submitting initial Checks timely;

(2) Submitting subsequent 24-month Checks before their due date;

(3) Ensuring employees, volunteers, Contractors, and caregivers are not present at the facility if the Checks are submitted past the due date; and

(4) Timely complying with any DFPS Centralized Background Check Unit requirements when there is a relevant Check for a particular employee, volunteer, Contractor, or Caregiver, which includes but is not limited to restrictions on employee actions like
not transporting Children or not being the sole Caregiver for Children, or submitting complete requests for risk evaluations timely.

(E) If during a Federal audit there is a finding that Checks are not being performed by the Contractor within the timeframes required by Minimum Standards and Contract, this finding can result in a disallowance of Title IV-E funds claimed on behalf of the Child. In addition to any other remedy under this Contract, DFPS can require the Contractor to reimburse DFPS for such disallowances, including disallowed costs related to foster care maintenance payments, administrative costs, and interest.

Section 3.30 Removal of Access. Contractor will immediately remove access capabilities to any DFPS automated/internet-based application(s) or immediately notify DFPS that access to such applications needs to be terminated for an employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with Contractor has ended for any reason.

Section 3.31 Reporting. Contractor will submit all reports requested by the Department in appropriate format and within the time limits specified by DFPS. If DFPS has not specified a time limit for the reporting request, then Contractor will have ten (10) business days to respond to the request. If Contractor cannot respond to a reporting request within ten (10) business days, it will promptly notify DFPS of the time within which it can respond to the request and the parties will establish a reasonable time limit. The Contractor must accurately complete cost reports, time studies, Internal Control Structure Questionnaires (ICSQs), Contract Monitoring surveys, and any other reports required by this Contract or requested by the Department. The Contractor must submit annual cost reports as required by 1 TAC §§355.7101-7103. Contractor will also make client records and any other programmatic or financial records, books, reports, and any other supporting documents available for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives within the time limits specified by DFPS.

(A) Cost Report Training. The Contractor acknowledges and agrees that individual(s) responsible for preparing the Contractor's cost reports shall:

(1) Attend HHSC cost report training in compliance with 1 TAC §355.7101 prior to submitting an annual cost report; and

(2) Attach a copy of the preparer's training certificate to each completed cost report.

(B) Legislative Requests. If DFPS requires information from Contractor in order to respond to a request from the Texas Legislature, Federal Agency, or any other applicable governmental entity, then the Department will contact Contractor and identify the needed information required by DFPS. Contractor must provide a report to DFPS with the requested information within eight (8) hours unless DFPS and Contractor have agreed to a different timeframe. If DFPS and Contractor do agree to a different timeframe, Contractor must obtain written confirmation via e-mail of the agreement.

(C) Media Requests. If DFPS requires information from Contractor in order to respond to a media request, then the Department will contact Contractor and identify the needed information required by DFPS. Contractor must provide a report to DFPS with the requested information within two (2) calendar days unless DFPS and Contractor have agreed to a different timeframe. If DFPS and Contractor do agree to a different timeframe, Contractor must obtain written confirmation via e-mail of the agreement.

Section 3.32 Record Keeping.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

(A) Contractor will maintain legible copies of this Contract and all related documents for a minimum of five (5) years after the termination of the contract period or five (5) years after the completion of any litigation or dispute involving the Contract, whichever is later. Contractor will provide any records and information concerning a Child or Youth to the Department upon request. Contractor must forward legible records and information to the Department within fourteen (14) calendar days. Contractor will provide any necessary records and information to DFPS upon verbal request in emergency situations. In emergency situations, Contractor must submit legible records and information within the Department’s specified timeframe.

(B) Contractor will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Contractor has a duty to protect personal information and to notify all affected parties of any breach of personal information.

(C) THE CONTRACTOR MUST NOT DISPOSE OF ANY RECORDS RELATED TO THIS CONTRACT BEFORE PROVIDING THE DEPARTMENT’S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT’S CONTRACT MANAGER.

Section 3.33 Authority of Department Staff. DFPS staff are not authorized to sign non-DFPS forms unless those forms have received prior approval by the Department. DFPS is not bound by unauthorized staff actions in signing such forms.

Section 3.34 Certifications. The certifications enumerated below represent material facts upon which DFPS relies when entering into this contract. If the Department later determines that Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with State and Federal law. Contractor further agrees that it will provide immediate written notice to DFPS if at any time Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Contractor cannot certify the accuracy of all the statements contained in this section, Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why. Contractor acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify DFPS of any changes in circumstances affecting these certifications:

(A) Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

1) In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee
of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The Contractor will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

(4) Payments of appropriated or other funds to Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

(B) **Suspension, Ineligibility, and Voluntary Exclusion.** Executive Orders 12549 and 12689 require DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

(1) That Contractor is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

(2) That Contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.

(3) That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

(C) **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

(D) **Drug-Free Workplace Certification.** Contractor certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying SSCC employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SSCC's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about—

   a) The dangers of drug abuse in the workplace;

   b) The SSCC's policy of maintaining a drug-free workplace;

   c) Any available drug counseling, rehabilitation, and employee assistance programs; and
d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (D)(1);

(4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will—

   a) Abide by the terms of the statement; and

   b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the DFPS contact. Notice will include the identification number(s) of each affected Contract;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted—

   a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

   c) Making a good faith effort to continue to maintain a drug-free workplace.

(E) Anti-Trust Certification. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Contractor certifies that neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

(F) Deceptive Trade Practices. Contractor certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last 5 years. Contractor certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last 5 years. Contractor represents and warrants that within the last five years it has not been found guilty or liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

(G) **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Contractor certifies that the individual or business named in this Contract is eligible to receive the specified contract and that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.

(H) **Financial Interests and Gifts.** Contractor certifies that neither Contractor nor any person or entity that will participate financially in a contract has received compensation from DFPS for participation in preparation of specifications for a contract. Contractor certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.

(I) **Financial Position.** Contractor certifies that there are no contingencies, outstanding liabilities or litigation that could affect its organization's financial position during the life cycle of the contract. Contractor also certifies that its organization is current with payment of its liabilities, loans, taxes.

**Section 3.35 Termination, Remedies, and Dispute Resolution.** Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.

(A) **Abandonment or Default.** If Contractor materially defaults on the Contract, DFPS reserves the right to cancel this Contract without notice and either re-solicit or re-award the contract to the next best respondent or bidder. DFPS reserves the right not to consider the defaulting Contractor in the re-solicitation or in future solicitations for the same type of work, unless the specification or scope of work significantly changes. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this Contract.

(B) **Immediate Suspension or Termination.** The Department will immediately suspend or revoke this Contract if the Contractor is found liable for, or has a contract, license, certificate, or permit of any kind revoked for, Medicaid fraud. DFPS will also suspend or revoke this Contract if the Contractor's license, certificate, or permit has been revoked by any applicable licensing authority.

(C) **Contract Contingencies.** Upon notification of contract termination, the SSCC and DFPS will meet to develop a plan of action within 10 days of notification of contract termination. This plan must be completed within 30 days and will include a timeline and process for reassignment of responsibilities.

In the event that another DFPS Contractor fails to perform according to the terms and conditions of its contract, DFPS reserves the right to enter into negotiations with the SSCC in order for the SSCC to provide the services performed by the failed contractor on a temporary basis until such time as DFPS can procure the services for that contracted service area. DFPS will provide resources commensurate with the additional tasks and temporary responsibilities to the SSCC to support the function.

(D) **Remedies.** The Department, based on information from monitoring or other verifiable sources which establish a breach of contract by Contractor, may immediately terminate this Contract for cause if the breach is material or take other actions, including, but not limited to:
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

(1) requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term;
(2) withholding or recouping payments made to the Contractor;
(3) suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
(4) removing from the provision of services any employee of the Contractor or subcontractor; and
(5) suspending, placing into abeyance, or removal of any contractual rights including, but not limited to, withholding of payment, cessation of placement, and removal of all contract rights.

(E) Liquidated Damages for No Eject/No Reject. The SSCC acknowledges that its failure to comply with Sections 1.13(A)(2)(b), 1.13(A)(4)(Chart 2), 1.13(B)(2)(b), and 1.13(B)(3)(Chart 3) of the Contract regarding no eject/no reject will cause DFPS to initially incur economic damages of types and in amounts which are impossible or difficult to ascertain. Accordingly, in lieu of actual damages for such noncompliance, the Contractor agrees that DFPS may recover liquidated damages if the SSCC cannot comply with the no eject/no reject sections of the contract. The SSCC will be liable to DFPS for payment of liquidated damages in the amount of Ten Thousand Dollars ($10,000) for each instance of noncompliance with the Contract’s no eject/no reject requirement. The liquidated damages represent the best, reasonable, and most appropriate estimate of the Department’s loss for each instance of noncompliance. After DFPS has found placement for children and youth covered by no eject/no reject provisions of the Contract, the SSCC will be liable to DFPS for actual damages in the amount of what the substitute provider bills DFPS for the child’s or youth’s care.

(F) Termination.

(1) Immediate Termination. Either party may terminate this Contract at any time with the consent of the other party. Nothing in this section will be construed to prohibit the Department’s right to immediately terminate this Contract for the reasons listed in Section 3.39(A) and (B) of the Contract.

(2) Termination for Convenience. Either party may terminate this Contract by providing thirty (30) days written notice to the other party of the Contract’s final date.

(G) Transition after Termination. At the end of the contract term or other contract termination or cancellation, Contractor will aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this Contract, DFPS will work with Contractor to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the Contract. However, in the event that a transfer of all necessary services is not possible, Contractor will continue to provide necessary services in accordance with all terms and conditions of this Contract until all necessary client services are completely transferred.

(H) General Release. The acceptance by Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction, or any other administrative means, will constitute and operate as a general release to the State from all claims of any liability to the Contractor arising out of the performance of this Contract.
(I) Contract Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used by the Department and Contractor to attempt to resolve any claim for breach of contract made by Contractor. Neither the occurrence of an event, nor the pendency of a claim constitutes grounds for the suspension of performance by the SSCC, in whole or in part.

Section 3.36 False Statements; Breach of Representations. By signing this Contract, Contractor makes all the representations, warranties, guarantees, certifications, and affirmations included in this Contract. If Contractor signed this Contract with a false statement or it is subsequently determined that by DFPS that Contractor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Contract, Contractor will be in default under this Contract and DFPS may terminate or void this Contract for cause and pursue other remedies available to the Department under this Contract and applicable law.
Article IV. DEFINITIONS

Ansell-Casey Life Skills Assessment: An assessment of a youth's independent living skills designed to be completed by both the youth and the caregiver. The youth and caregiver results are combined into a report which provides an indication of the skill level and readiness of the youth to live independently and creates the opportunity for the caregiver and youth to talk about the youth's life skills.

Authorized Service Level (ASL): A Basic, Moderate, Specialized, or Intense service level determined by the third party contractor or, a Basic service level determined by the DFPS caseworker and supervisor. The authorized service level is based on information regarding the child or youth's service needs.

Awaiting Adoption: A child who is legally free for adoption; the child's Permanency Goal is Adoption; and the child is not in an Adoptive Placement or own home placement.

Billing Service Level (BSL): Determined by the third party contractor or DFPS; establishes the reimbursement rate to a child care facility.

Blended Foster Care Rate: Foster care rate paid to the SSCC for each day of service provided to a child or youth in paid foster care, equal to the weighted average rate paid across all placement types.

Blended Foster Care Case Rate: Foster care rate paid to the SSCC for each day of service provided to each child or youth, includes application of rewards and remedies based on the average length of stay for children and youth served by the SSCC.

Caregiver: A person whose duties include the supervision, guidance, and protection of children and youth.

Case: For purposes of this contract, this references the average length of stay for children and youth in paid foster care in the contracted service area.

Case Information: Case information is all abuse and neglect records, including records relating to reports, investigations, legal actions, and the provision of services to adults, children, and families.

Case Management: Responsibility for placement and care as defined by Sections 471 and 472 of the Social Security Act.

Caseworker: A DFPS employee who provides casework services to children and youth in Substitute Care under the conservatorship of the State.

Child(ren)/Youth: A person(s) eligible and referred by DFPS to the SSCC for services under this contract from birth through the end of the month in which the individual turns 22 years of age.

Child-Care Services: Services that meet a child or youth's basic need for shelter, nutrition, clothing, nurture, socialization and interpersonal skills, care for personal health and hygiene, supervision, education, and service planning.

Child Placing Agency: A person, including an organization, other than the natural parents or guardian of a child who plans for the placement of or places a child in a child-care facility, agency foster home, agency group home, or adoptive home.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

Confidential Information: Personally Identifiable Information (PII), Protected Health Information (PHI), Case Information, Criminal History Record Information (CHRI), or Sensitive Personal Information.

Criminal History Record Information (CHRI): CHRI is arrest-based data and any derivative information from that record, such as descriptive data, FBI number, conviction status, sentencing data, incarceration, and probation and parole information.

Deliverable: A unit or increment of work required by the contract, including such items as services, reports, or documents.

Disproportionality: The over representation of a particular race or cultural group in a program or system.

Disparity: The inequitable or different treatment or services provided to one group as compared to another group. It is how one is treated or the types, quality, and quantity of services made available.

Education and Training Voucher (ETV) Program: A federally-funded (Chafee) and state-administered program. Under this program, Youth and young adults ages 16 to 23 years old may be eligible for up to $5,000.00 financial assistance per year to help them reach their post-secondary educational goals.

Education Portfolio: The updated and maintained separate education binder that contains important school documents and is designed to follow school-age children and youth to each placement. This allows for the review of the most current educational records and documentation by school officials, residential child-care contractors, foster parents, family caregivers, children and youth.

Emergency Behavior Intervention: An intervention used in an emergency situation, including personal restraint, mechanical restraint, emergency medication, or seclusion.

Exceptional Foster Care Rate: Based on a pro forma approach which involves using historical costs of delivering similar services, where appropriate data are available, and estimating the basic types and costs of products and services necessary to deliver services meeting federal and state requirements.

Experiential Life Skills Activities: Activities which engage children and youth in learning new skills, attitudes, and ways of thinking through hands-on learning opportunities. Experiential life-skills training is tailored to the child or youth's skills and abilities and may include training in practical activities that include grocery shopping, meal preparation and cooking, using public transportation, performing basic household tasks, balancing a checkbook, and managing personal finances.

http://www.dfps.state.tx.us/PCS/Residential_Contracts/contract_resources.asp

Extended Foster Care: A program for youth and young adults ages 18 to 22 years old that are eligible, and have signed an agreement to participate in this program. A youth who turns 18 years of age while in the conservatorship of DFPS who is continuing to receive Extended Foster Care services under the Extended Foster Care is eligible for Extended Foster Care services through the end of the month in which the Youth or young adult reaches the age limit referenced in A) through F), so long as sufficient documentation is provided on a periodic basis as required by the terms of the youth or young adult's Extended Foster Care Agreement to demonstrate that the Youth or young adult is:

A) Regularly attending high school or enrolled in a program leading toward a high school diploma or GED up to the youth or young adult's 22nd birthday;
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B) Regularly attending an institution of higher education or a post-secondary vocational or technical program up to the youth or young adult's 21st birthday. These can remain in care to complete vocational-technical training classes regardless of whether or not the Youth or young adult has received a high school diploma or GED certificate. (40 TAC §700.316)

C) Actively participating in a program or activity that promotes, or removes barriers to employment up to the youth or young adult's 21st birthday;

D) Employed for at least 80 hours per month up to the youth or young adult's 21st birthday;

E) Incapable of doing any of the above due to a documented medical condition up to the youth or young adult's 21st birthday; or (40 TAC §700.316);

F) Accepted for admission to a college, or vocational program that does not begin immediately. In this case, the youth or young adult's eligibility is extended three and a half months after the end of the month in which the youth or young adult receives his/her high school diploma or Graduate Equivalency Diploma (GED) certificate.

Face-to-Face Contact: An in-person meeting or visit that does not require video conferencing or similar technology.

Family: Family is defined as the parents or other relatives (including fictive kin) of children in paid foster care who are referred by DFPS to the SSCC for services. Families may remain eligible for the SSCC service coordination and delivery after children have exited paid foster care so long as DFPS remains the legal conservator.

Fictive Kin: Fictive kin is an individual who has a longstanding and significant relationship with a child in DFPS conservatorship, or with the child's family and provides, or is anticipated to provide, care to the child.

Form 2054: DFPS Form which initiates invoicing process and contains, at a minimum the following information:

- Name of the contractor and contract number;
- Service Code;
- Names of client or Family members who are to receive services;
- Types services requested;
- Number of units for each service requested; and
- Time limit for the service.

Full Continuum of Care: An array of least restrictive, most-family like placement services that meet the residential and treatment service needs of all children and youth in the care of a contractor.

General Residential Operation: A child-care facility that provides care for more than 12 children for 24 hours a day, including facilities known as children’s homes, residential treatment centers, and emergency shelters.

Initial Coordination Meeting (ICM): Convened by DFPS and held within 7 days of referral to the SSCC for placement and/or services to a child or youth (Stages I-III) and/or family (Stages II-III).
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Purpose of ICM is to review child or youth/families history and identify service needs to be included in the child or youth and/or family plan(s) of service.

Intermittent Alternate Care: A planned alternative 24-hour care provided for a child or youth by a licensed Child-Placing Agency or Independent Foster Home as part of the agency or home’s regulated child care and that lasts more than 72 consecutive hours.

Outcome: A measure that reflects or reveals change or impact.

Least Restrictive Placement: Most family-like setting (e.g. family foster home) based on the child's or youth's individual needs. (NOTE: Only Foster Family Homes, not Group Homes, are considered least restrictive.)

Legacy System: Current paid foster care system that utilizes the service level system as the method in which to pay for residential services for children and youth in DFPS conservatorship or who voluntarily agree to remain in care. In addition, current purchase of service funding mechanisms to access Family services that are coordinated and authorized through DFPS.

Level(s) of Need: Array of services (including both licensed child care and treatment services) required by an individual Child who resides in paid foster care, and are designed to support the achievement of safety, permanency and well-being.

Legal Conservator: Also known as the managing conservator, is an entity responsible (either temporarily or permanently) for a child or youth as the result of a district court order pursuant to the Texas Family Code Chapter 153. (TAC §700.501(9))

Minimum Standards: DFPS rules which are the minimum requirements for permit holders and which are enforced by DFPS to protect the health, safety, and well-being of children and youth. DFPS provides publications that contain the Minimum Standards and guidelines for compliance for each type of operation.

National Youth in Transition Database: The data collection system developed by the Administration for Children and Families (ACF) to track the independent living services provided to children and youth and to develop outcomes that measure the States' performance in preparing children and youth for their transition from foster care to independent living. More information is available at:

http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/nytd.asp

Performance-Based Contract: A contract that ties payment, financial incentives and financial remedies to performance. Additional performance measures may be included and used to make decisions to renew or terminate the contract.

Permanency Goal: The Department's permanency goals are subcategories of the four goals identified by the Texas Family Code §263.3026. The categories are as follows:

- Family Reunification;
- Adoption by a relative or suitable individual (Relative Adoption or Unrelated Adoption);
- Permanent Managing Conservatorship to a relative or suitable individual (Relative Conservatorship or Unrelated Conservatorship);
- Another planned permanent living arrangement (Foster Family - DFPS Conservatorship, Other Family DFPS Conservatorship, Independent Living or Community Care).

Providence Service Corporation of Texas
Single Source Continuum Contract
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Permanency Planning: The identification of services for a child or youth (and usually to the child or youth’s family), the specification of the steps to be taken and the time frames for taking those steps so as to achieve the following goals:

i. A safe and permanent living situation for the child or youth;

ii. A committed Family for the child or youth;

iii. An enduring and nurturing family relationship that can meet the child or youth’s needs;

iv. A sense of security for the child or youth; and

v. A legal status for the child or youth that protects the rights of the child or youth.

(40 TAC §700.1201 and DFPS policy §6200)

Personal Contact: A meeting, either face-to-face or by telecommunication, during which the parties’ discussion and actions are not directed.

Personally Identifiable Information (PII): Any information that can be used alone or in conjunction with any other personal information to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their records. Examples include name, SSN, DOB, Social Security benefit data, and state or government issued driver’s license number.

Placement Change: Any change in placement location except for temporary breaks in service as further defined in the contract.

Possessory Conservator: A court-ordered appointment that specifies the right to possess and have access to a child or youth in accordance with the Texas Family Code and restrictions of the court order.

Preparation for Adult Living (PAL) Activities: Benefits and services provided to children and youth in DFPS-paid Substitute Care who are age 16 or older and likely to remain in foster care until at least age 18, who can qualify for services up to their 21st birthday. Services and benefits may include:

i. Ansell-Casey Life Skills Assessment to assess strengths and needs in life skills;

ii. Life Skills training in core areas including financial management;

iii. Job readiness and life decisions/responsibility;

iv. Educational/vocational services;

v. Transitional Living Allowance (TLA) up to $1000 (distributed in increments up to $500 per month for children and youth who participate in PAL Life Skills training, to help children and youth with initial start-up costs in adult living); (Not included in the SSCC contract)

vi. After Care Room and Board (ACRB) assistance, based on need, up to $500 per month for rent, utility deposits, food, etc. (not to exceed $3000 of accumulated payments per child or youth) (Not Included in the SSCC contract)
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vii. Case management to help children and youth with self-sufficiency planning and resource coordination;

viii. Teen conferences;

ix. Leadership development activities; and

x. Additional supportive services, based on need and availability of funds, such as mentoring services and driver's education.

Pre-Placement Visit: Occurs before placement and allows the child or youth to visit with potential caregivers in an effort to determine if the child or youth feels that the placement is a good fit and allows time to process the change.

Protected Health Information (PHI): individually identifiable health information that is transmitted or maintained in any form or medium. Individually identifiable health information is data, including demographics, that relates to:

- the individual's past, present, or future physical or mental health or condition;
- the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual; and
- information that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

As a general rule, health information linked with any one of the following direct or indirect identifiers of the individual, relatives, employers, or household members is considered protected health information:

- Name
- Street address, city, county, precinct, zip code, and equivalent geocodes
- All elements of dates (except year) for dates directly related to an individual and all ages over 89
- Telephone number
- Fax number
- Electronic mail address
- Social Security number
- Medical record numbers
- Health plan ID numbers;
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

- Account numbers
- Certificate and license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web addresses (URLs)
- Internet IP addresses
- Biometric identifiers, including finger and voice prints
- Full face photographic images and any comparable images
- Any other unique identifying number, characteristic, or code

Purchased Services: Services designed to remedy abuse, neglect and exploitation of DFPS clients. These services are purchased by the SSCC (through an allocation of funds) and offered to children and youth in the Department's conservatorship and their families to support the achievement safety, permanency and well-being.

Referral: Process by which DFPS notifies the SSCC of need to initiate foster care and/or others services to eligible children, youth and/or families.

Regular Job: Paid or unpaid work, excluding chores, that occurs weekly, over a period of at least 60 days.

Request for Proposal (RFP): A formal, advertised, competitive method of procurement (purchase of service) used by DFPS to solicit proposals from interested entities for the provision of services sought through the procurement, as specified in the RFP. An RFP includes statement of the criteria and factors that DFPS will consider in evaluating and determining best value to the state and the relative importance of the criteria and factors. Contract awards under an RFP are determined following the formal evaluation of proposals received, and after conducting any appropriate negotiations with one or more of the respondents to the RFP. References to the RFP are also references to this contract.

Residential Child Care: The care, custody, supervision, assessment, training, education, or treatment of an unrelated child or youth for 24 hours a day that occurs in a place other than the child or youth's own home.

Respondent: Any individual or entity that submits a Response pursuant to an RFP. References to a Respondent are also references to Contractor.

Response: A set of documents submitted in response to an RFP by a Respondent as a Proposal offering to provide the services solicited binding on the Respondent once accepted by DFPS. References to a Response are also references to any documents required by the RFP and this Contract.
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

Return to Care: A) A program designed for youth and young adults 18 to 22 years old that are eligible and sign an agreement to participate in this program. Eligible participants must have been in DFPS conservatorship at the time they turned 18 years old (or were on run away status at the time they turned 18 years old and their conservatorship case had not been dismissed), and want to return to foster care, and:

i. Attend high-school or a program leading toward a high school diploma and have not reached their 22nd birthday;

ii. Are enrolled at or within 30 days of placement in a course of instruction to prepare for the GED and have not reached their 21st birthday;

iii. Attend and, within two years, complete a certified vocational or technical program and have not reached their 21st birthday; or

iv. Return on a break from college or a technical or vocational program for at least one month, but no more than 4 months and have not reached their 21st birthday. (40 TAC 700.316)

B) The return to care program does not include youth and young adults over 18 years old who are overnight visitors or living in the homes of foster parents, and the foster parents are not receiving a foster care payment for the care of these youth and young adults. (40 TAC §745.601, §745.615, and §749.2653).

Sensitive Personal Information: Sensitive personal information means an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:

- Social Security number

- driver's license number or government-issued identification number

- account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account

Sensitive Personal Information also includes data revealed directly or indirectly relating to:

- natural persons concerning their racial or ethnic origin;

- political opinion;

- trade union membership;

- religious or philosophical beliefs;

- physical and mental health including state of health, illness, handicaps, pathological defects or medical treatments;

- sexual orientation or activity;
Exhibit B: Statement of Work, Utilization and Compensation, and Uniform Terms and Conditions

- criminal records, including convictions, decisions of penalties and fines, or other information collected in judicial or administrative proceeding to ascertain an offense or regarding an alleged or suspected commission of an offense;

- biometric or genetic data;

- social welfare needs or benefits or other social welfare assistance received.

Sensitive information does not include publicly available information that is lawfully made available to the public from the federal, state, or local government.

Serious Incident: Any non-routine occurrence that has an impact on the care, supervision, or treatment of a child or youth. This includes, but is not limited to, suicide attempts, injuries requiring medical treatment, runaways, commission of a crime, and allegations of abuse or neglect or abusive treatment.

Service Plan: The contractor's developed plan that addresses the services that will be provided to a child or youth to meet the child or youth's specific needs while placed in the contractor's care.

Service Area: The area in which the SSCC will provide all services described under this Contract. The SSCC will provide all services described in this Contract in DFPS Administrative Regions 2 and 9, which includes Andrews, Archer, Baylor, Borden, Brown, Callahan, Clay, Coke, Coleman, Comanche, Concho, Cottle, Crane, Crockett, Dawson, Eastland, Ector, Fisher, Foard, Gaines, Glasscock, Hardman, Haskell, Howard, Irion, Jack, Jones, Kent, Kimble, Knox, Loving, Martin, Mason, McCulloch, Menard, Midland, Mitchell, Montague, Nolan, Pecos, Reagan, Reeves, Runnels, Schleicher, Scurry, Shackelford, Sterling, Stevens, Stonewall, Sutton, Taylor, Terrell, Throckmorton, Tom Green, Upton, Ward, Wichita, Wilbarger, Winkler, and Young counties. A map of the DFPS Administrative Regional Boundaries can be accessed by visiting:

http://www.dfps.state.tx.us/documents/about/pdf/regboundcounty.pdf

Siblings: Children, youth and young adults who have one or more parents in common either biologically, through adoption, or through the marriage of their parents, and with whom the child, youth or young adult lived before his or her foster care placement, or with whom the child, youth or young adult would be expected to live if he or she were not in foster care.

Single Source Continuum Contract/Contractor (SSCC): Entity with whom DFPS enters into a contract for the provision of the full continuum of care in a service area, as required in this contract.

STAR Health: Statewide managed care program that provides comprehensive health care to children and youth in foster care and relative care, including medical, behavioral health, dental and vision care.

Supervised Independent Living (SIL): A living arrangement that is meant to serve young adults in foster care to allow them to practice independent living skills with minimum supervision and case management before leaving foster care.

Transition Placement Notification: Type of notification provided by DFPS to the SCC when children or youth are moving from the legacy system into the care of the SCC.

Trauma Informed Care: An approach to understanding the biological, developmental, relational and social effects of trauma and violence on children, youth and families which integrates the understanding...
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of the impact of trauma into the provision of services and supports through a child-centered, strength-based perspective to care.

**Treatment Services:** A specialized type of child-care services designed to treat and/or support children or youth with Emotional Disorders, Mental Retardation, Pervasive Developmental Disorder, and Primary Medical Needs as described in 40 TAC §748.61.

**Voluntary Extended Foster Care Agreement Form 2540:** The Department's form which documents the youth or young adult's agreement to voluntarily remain in foster care and outlines the categories of activity which qualify a child or youth to remain in foster care.

**Voluntary Return to Foster Care Agreement Form 2560:** The Department's form which documents the youth or young adult's agreement to voluntarily return to foster care and outlines the categories of activity which qualify a child to return to foster care.
EXHIBIT C:
PLAN OF OPERATION
OF
PROVIDENCE SERVICE CORPORATION

<table>
<thead>
<tr>
<th>Response Items</th>
<th>Reference Contract Sections:</th>
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<td><strong>1.1 Major Deliverable #1 - Achievement of Service Objectives/Quality Indicators</strong></td>
<td>§1.13</td>
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<tr>
<td>1.1.1 Describe how your organization will facilitate/enhance DFPS' efforts to achieve safety, permanency and well-being for all children and youth referred to the SSCC.</td>
<td></td>
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<td><strong>1.1.1 Response Space:</strong></td>
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<tr>
<td><strong>Organizational Overview</strong></td>
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PSC of Texas is a wholly owned subsidiary of Providence Service Corporation and will have the full use and benefit of the parent corporation and all of its affiliates to support PSC of Texas in the implementation and continuing work of the SSCC. [see Section 1.10(C)]

The knowledge and expertise acquired through PSC's national experience and research will be applied to the SSCC, and PSC will mobilize its local expertise, systems, and leadership to develop, support, and manage a system of care that is aligned with DFPS goals and objectives.

Providence has provided services in Texas since 1998 as Providence Service Corporation (PSC) of Texas. PSC of Texas is currently contracted through the Juvenile Probation Department to provide family preservation services in the Dallas and Austin areas. The program is an Intensive Home-Based Care model, utilizing a strength-based, family-centered, multi-systemic approach to assessment and intervention with troubled youth at risk for out-of-home placement, or who are in transition back to the home or community after placement in a residential treatment setting.
The Intensive Home-Based Program utilizes an array of culturally responsive therapeutic, psycho-educational, cognitive, and skill-based learning interventions, including the evidence-based practice of Family Functional Therapy (FFT), to create an opportunity for each youth and family to discover their capacity for growth and change, and to minimize conflicts that could lead to further legal and social difficulties. All services are provided in the home and community. In this way, transportation difficulties are minimized, as families do not have to travel. The average length of stay is 90 days, while some youth and families will remain involved up to 120 days, or four months, with the prior approval of the Dallas Juvenile Probation contract manager.

A primary focus of the program is to assist the entire family system to better manage crisis and conflict that may arise so as to avoid placement in a higher level of care. A youth that is involved in the juvenile justice system often experiences profound stress, which creates conflict and disruption in his or her life as well as the family's. We target the entire family in order to improve their chances for sustained change as a system. This family systems approach includes individual, family, and couples counseling, parenting skills as well as utilization of community resources to create a natural support system that can remain in place after our clinicians are no longer directly involved with the family. Additionally, a 24-hour, 7 day crisis support component is available to address crises a youth and family may experience at any point in their treatment. Further, ongoing after care services e.g., groups, family and individual counseling are highly encouraged to assist with continued stability, thus preventing recidivism.

PSC of Texas was recently granted licensure by The Texas Department of Children and Family Services (DFPS) as a Child Placing Agency.

**Core Values**

Providence Service Corporation is committed to the provision of accessible, effective, high quality human services that meet the needs of those we serve. Our approach to service provision incorporates effective employee communication, demonstrated best practice models, high quality training opportunities, strong leadership, and ethical business practices. As a company we stand by these Core Values:

- Community-based and Multi-systemic Services
- Identifying and Building on Strengths
- Local Viability that is Nationally Supported
- Respectful Organizational Culture
- Best Practice Models
- Cultural Diversity

PSC is also committed to high standards of Corporate Ethics, as we recognize that excellence depends upon the management of our business in a manner consistent with our values and principles. Every Providence employee and those of all of our subsidiaries must take a corporate ethics course and HIPAA compliance course annually. Our mission is: "To provide high quality, effective, community-based social services to promote growth and well-being in youth and families." We believe that children and families are best served within their own homes and communities, and we create and oversee programs where every effort is made to provide services to clients in the least restrictive and most comfortable setting available to achieve treatment goals. Our program development and implementation is consistently
guided by efforts to help clients become self-sufficient through addressing their concerns, building upon their strengths, and creating support systems that sustain independence.

The following quality indicators will serve as the foundation for all of PSC of Texas activities as SSCC:

- Children will be safe in their placements.
- Children will be placed in their home communities.
- Children will be appropriately served in the least restrictive environment that supports minimal moves for the child.
- Connections to family and others important to the child will be maintained.
- Children will be placed with siblings.
- Services will respect the child’s culture.
- To be fully prepared for successful adulthood, children and youth will be provided opportunities, experiences, and activities similar to those experienced by their non-foster care peers.
- Children and youth will be provided opportunities to participate in decisions that impact their lives.
- DFPS and the PSC must make the individual needs of a child paramount; not all indicators are appropriate for every child.

Providence’s core values are central to PSC of Texas’ proposed system of care as the SSCC and are closely aligned with the stated objectives of DFPS Foster Care Redesign Plan.

**SSCC Service Delivery Model**

PSC of Texas will work toward these objectives through a Collaborative Partnership model of service delivery. Under this model, PSC of Texas will serve as the SSCC, maintaining ongoing oversight of a collaborative, integrated system of care. PSC of Texas will develop and contract with an array of providers that will work with us to assure the safety, permanency, and well-being of the children we serve. This comprehensive provider network will include both new partner agencies and agencies currently under contract with DFPS. PSC of Texas’ proposed integrated system of care will include working agreements with Five Points & Associates, Inc., Public Consulting Group, and STAR Health/Cenpatico. These partnerships will support PSC of Texas in technology development, financial analysis and planning, and in meeting children’s medical and behavioral health needs.

**PSC of Texas as the SSCC**

It is our philosophy that true “community based care” means that the SSCC should not directly provide services, but rather develop a network of community providers and service organizations. These organizations will then come together in a collaborative partnership to serve the children and families of the community, with the ultimate goal of reducing abuse and neglect, keeping families intact, and assuring the safety of all children. PSC of Texas’ role as the SSCC will be to provide the necessary resources, financial management, leadership, and technical assistance to the community providers to assure the achievement of outcomes. We recognize the great responsibility that being a SSCC entails and will not lose focus of our oversight role with our network providers. Mechanisms that are facilitative rather than obstructive will be in place to assure that the children and families in our care receive the highest quality of services. PSC of Texas will empower and depend upon the community to help provide this oversight, and ultimately, we will be accountable to the community. It is our
belief that this independent community oversight and accountability provides the best mechanism to identify system strengths and weaknesses, setting the course for continuous improvement in services and outcomes for the children and their families.

The staff employed or contracted by PSC of Texas for the SSCC will include administrative directors and support staff; data, IT, and accounting managers and staff; contract managers; intake coordinators; utilization managers; and quality assurance specialists. Our planned staffing pattern is detailed in an organizational chart attached to this proposal. Child placing agency services, residential care services, purchased services, and wraparound services will be delivered by our subcontracted partner agencies. Our model of the SSCC refraining from direct service provision also allows for a competitive procurement process to take place effectively purchasing the best value for the children and families being served.

The attached organizational chart shows the positions and structure PSC of Texas plans. Below is a list of the critical leadership positions and the expected qualifications on each position.

**Executive Director;** Masters Degree, Minimum of 7 years of senior management in child and family services with at least 4 years of budgetary responsibility. LPCAA preferred

**Chief Operating Officer;** Masters Degree, minimum of 5 years progressive supervision and management experience in child and family services. LPCAA required.

**Lead Accountant;** CPA with 3 years experience in managing social service contracts.

**Provider Network Director;** Masters Degree preferred and 3 years experience in managing child and family services contracts or Bachelors degree and 5 years experience in managing child and family services contracts.

**Contract manager (2);** Bachelors degree and 5 years experience in child and family services with 1 year of contract management experience.

**Utilization Manager Director;** Masters Degree and 3 years experience in utilization management within a child and family services environment.

**UM Specialist (4);** Bachelors degree and 5 years experience in child and family services (prefer Region 5 experience) with a minimum of 1 year experience in utilization management.

**Quality Assurance Director;** Masters Degree and 5 years experience in child and family services with a minimum of 2 years experience in quality assurance in child and family services. LPCAA preferred.

**Quality Assurance Specialist (2);** Bachelors degree and 5 years experience in child and family services with a minimum of 2 years in quality assurance in child and family services.
Intake Director; Masters Degree and 5 years experience in supervision within a licensed child placing agency. LPCAA preferred

Intake Specialist (5); Masters Degree preferred and 3 years experience in child placing activities within a licensed child placing agency or Bachelors degree and 5 years experience in a child placing agency.

**Five Points & Associates, Inc.**

The complexities of human service organizations require the ability to process and analyze data in order to document outcomes, drive evidence based practices, and evaluate provider and staff performance. The information systems utilized by PSC of Texas as SSCC will play a critical role in supporting policy and making critical decisions necessary to improve efficiency and outcomes. PSC will partner with Five Points & Associates, Inc. (Five Points) to develop these systems. Five Points, a Certified State of Texas Historically Underutilized Business, has built a respected reputation in Texas for providing easy to use applications for human services providers, matching the design of the application with the software solution to meet the customer’s business forms and practices. PSC of Texas plans to leverage this experience to provide similar services and products to us as SSCC.

Five Points has provided services similar to those requested in this RFP for nine years, including providing information systems for care management within a community-based service delivery model. Five Points work in a very similar environment in Florida resulted in the Development of the “Community Based Resource Information System” (CoBRIS), a flexible, modular software application designed specifically for use in a community-based system of care. CoBRIS is designed to work with a State Automated Child Welfare Information System (SACWIS), supporting the monitoring and reporting of staff and provider performance and providing quality assurance checkpoints, to ensure data is entered correctly in the statewide system of record. Our strategy as the SSCC will be to begin with CoBRIS as the foundation for an internal information system to fulfill the data and reporting requirements of SSCC, while adding or enhancing the system to achieve required functionality. Please refer to sections 1.2.4 of this response for further detail regarding the Five Points software solution and how this is a critical component of our model.

**Public Consulting Group**

PCG Human Services child welfare experts offer a number of consulting services – from Title IV-E eligibility determination to Supplemental Security Income (SSI) advocacy – to ensure the efficient operation of these agencies and their programs in order to meet the critical needs of children under their care. PCG Human Services™ also helps state and local juvenile justice and youth probation agencies around the country to improve operations, increase revenue, and improve service to youths under their care.

Public Consulting Group (PCG) will assist the SSCC in provider rate management and structure. With a history of helping states across the country to assess rate structures and set actual provider payment rates, PCG will leverage this experience to manage contracted child placing agency and residential provider payment rates, analyze the supporting documentation, and identify reasonable costs of services across the region. PCG will also assist in any setting and analyzing of payment rates for exceptional services, wraparound, and other purchases of service. As the SSCC we will utilize the expertise of PCG to minimize our financial risk, assure that we are paying supportable rates for care and services, and to manage the cost of care.
Providence Service Corporation

**STAR Health/Cenpatico**

PSC of Texas will work with STAR Health to blend our resources in a manner that will help children and families stabilize and reach permanency quickly and will shorten the therapeutic service term. Through collaboration with STAR Health, we will develop an assessment tool that will assist in determining the clinical/developmental/social level of care for each child and can be easily administered. This instrument will capture relevant developmental data and critical information to the identification of the most appropriate services and level of care for each child being presented for intake. At a minimum, this instrument will contain domains addressing family, education, relationships, and skills. The instrument will be also utilized as a reassessment instrument to measure the child’s progression in these domains as well as progress towards achieving service plan goals. Over time, this assessment information will be aggregated to determine the “footprint” of the placement - identifying with the range of scores on each domain in the instrument that the placement continues to be successful and therefore a good match. These footprints will then continuously refine the matching criteria for placement considerations. Objectives in using this assessment include reducing the number of different placement levels (basic, moderate, therapeutic, intensive, etc.) and eliminating the use of psychological testing to determine level of care. We have found psychological testing extremely effective in determining a child’s cognitive functioning levels and for forming behavioral health intervention strategies as well as clinical diagnostic determination. However, we believe it is an expensive tool to use for placement and level of care that will be a supplemental tool when appropriate but not a routine tool. By eliminating the psychological testing as a routine tool we will free up resources within STAR Health to assist our children on other ways. In-depth assessment of foster family skill sets will be implemented on the front end to ensure better matches, thereby reducing placement disruption. We will also develop a clinical assessment tool to assist in determining the risk and appropriateness for a child and/or family for reunification when indicated.

We will also involve Star Health clinical staff as part of our intake and initial assessment team upon initial intake. This will be a clinician available by phone or in person to ensure clinical representation/review at the outset of service provision.

In addition, PSC of Texas will encourage some of our subcontracted Child Placing Agencies (CPA’s) to become Medicaid providers and do the clinical work directly for foster children. PSC of Texas will fill in with behavioral health services where needed in a wraparound model that supports the children in a basic level home.

Our agreement with STAR Health will ensure that medical protocols are followed and all illness/injury is thoroughly addressed. STAR Health has on-staff Service Coordinators that will work with our children to improve their physical and behavioral health status through identifying and addressing service needs early. STAR Health Service Managers will also get involved when there are high needs, such as hospitalizations. Our collaboration with STAR Health will focus on identifying and implementing needed improvements and enhancements to the current health care for children that interact with the child welfare system. We will develop protocols and processes to ensure those children’s medical and behavioral needs are met, thereby enhancing their well-being.

**Direct Service Providers**

PSC of Texas intends to offer performance based contracts to all child placing agencies currently operating in our proposed catchment area.
To ensure that identified gaps in service delivery are closed, we will encourage these providers to expand their scope of services offered. We will establish working agreements with providers of purchased services – such as child and adult behavioral health services, community-based service providers, historically underutilized businesses (HUBs), faith-based organizations, and non-traditional providers – and will actively recruit and contract with new providers as needed to ensure that service gaps are filled and that children have access to all services needed to promote their safety, well-being, and permanency.

**Principles of Service Delivery**

These principles will be central to the service delivery approach of PSC and its partners:

**Safety**: The safety of children will be of the highest importance. We will implement a wraparound approach to care, which will evaluate the safety and overall needs of each child and family continuously through our contracted providers. All children under the SSCC care, regardless of their type of placement, will be seen by our provider case managers at least every 30 days, and more frequently in cases determined to be high risk. Risk assessment tools will be utilized to identify and to intervene in individual cases to prevent harmful events. We will implement a wraparound approach to care for specifically identified children, which will evaluate the safety and overall needs of the child and family continuously through our providers.

**Urgency of Action**: Children should not wait for us to get what they need, and resolution of issues will be expeditiously achieved. There will be a strong sense of urgency to take action and to follow through quickly on tasks and duties. Needed services will be delivered when identified. Concerns – whether from clients, stakeholders, or funders – will be addressed until resolved. Issues that threaten the safety of the children in our care will be given the highest level of attention and immediate response.

**Common Sense**: We will act as caring human beings trying to help children and families achieve safety, permanency, and normalcy. The standard for decisions and actions made by PSC and its partners will be based on whether or not it is the right thing to do and is based on true common sense. Every day, our employees will come across situations where established policy and procedure may not fit, or may not make sense. Using common sense will allow us to work more efficiently and less bureaucratically. We will not behave as a bureaucracy burdened with rules, regulations, and paper work. We clearly understand the needs and requirements of the paperwork, rules, and regulations, but we have learned to use this as a framework to take sensible and meaningful actions and not as a shield to cover our tracks.

**Transparency and Accountability**: All actions, documents, financial records, decisions, discussions, and meetings will be open to the public and available for inspection. Requests for records will be fulfilled and supported to the full extent of the law, and PSC of Texas as a SSCC will join with those making requests in petitioning the court when necessary. Children and their families will be able to fully participate in discussions and decisions about their care and have access to their records. Full disclosure will be provided to every adoptive and foster parent as well as to the Guardian Ad Litem and other vested parties interested in the safety and well-being of the children and families served. True accountability cannot be achieved without full transparency.
Responsiveness to the Community: Governance of the SSCC will extend to the community. PSC of Texas will develop a Provider Council (whose membership will consist of representatives (or all) of our providers) and also a Community Advisory Committee (whose membership will consist of stakeholders, constituents, and other members of the local community). PSC of Texas will draw on input from stakeholder meetings, network provider leadership groups, and other groups to develop and implement the system of care. Participants will include veteran parents, a youth advisory council, and a foster parent group. Our model will be one of partnership with our community. Our experience has taught us that success in achieving safety and permanency for children and families comes with the meaningful engagement of all the strengths and resources of a community. Our effort to date has been — and will continue to be — to reach out and bring every compassionate person and organization to the table to help us serve these children and families successfully, as well as to hold us all accountable.

Efficiency: Resources will be efficiently and effectively managed to achieve better outcomes for children, with the ultimate goal being child safety and permanency within as short a period as possible and will be distributed equitably between all parts of the region. A focus will be on preventative services to minimize disruptions whenever possible.

Ethical: PSC of Texas will work ethically with all stakeholders, including the court system, schools, and public and private social service providers, to comply with all federal, state, and local statutes that ensure the safety and well being of children and families. We will maintain a zero-tolerance policy for unethical practices and behaviors by our staff and those of our subcontractors. Providence Service Corporation requires all staff to complete and pass an ethics course annually, and we maintain an ethics hotline that is available to staff, consumers and partners to raise issues and file complaints. All ethical issues raised are formally investigated and reported to the Corporate Ethics Committee and the Corporate Board of Directors. As a company regulated by the Security Exchange Commission, PSC is held to a very high standard of ethical action and policy.

Family-Centered Focus: Service planning and provision will be designed to meet the unique strengths and needs of the child and family. The services that are needed will be individualized and provided at the intensity, frequency, and duration needed. Children and families will participate to the fullest degree possible and will be the driving force in the development of all service plans.

Culturally Competent and Respectful Practice: All services will be delivered in a manner that respects individual and family needs, cultural differences, and special issues. Culturally competent and diverse staff and providers will ensure that all clients receive appropriate services. Historic overrepresentation of minority groups in the child welfare system will be addressed, and resources will be directed to this issue. We recognize the seriousness of disproportionality and will work closely with representative groups to identify the root cause and address this issue at every step and at every level in the system.

Integration: Resources will be provided through a network of community providers, and PSC of Texas will work to ensure that all necessary services are available. Individual cases will be overseen by our partner Child Placing Agencies' case managers, who will ensure that all care provided is in alignment with DFPS case plan for the child. Providers will be responsible for meeting the outcomes of their services and will be held accountable to the community through performance-based contracting protocols and tools. The technology and system software products our team brings to this project will also be a key tool to integration.
Evidence Based Services: PSC of Texas and our partner agencies are committed to utilizing services and interventions that have been proven to be effective in achieving results. Some of the Evidence Based Practices we intend to utilize include: Trauma Informed Care, Wraparound Services, Resource Family Model, Family Group Meetings, Solution Based Casework, Contextualized Feedback System, and Multidimensional Treatment Foster Care.

**Key Features of PSC of Texas System of Care (SOC)**

We have designed the PSC of Texas SOC to provide services that will ensure child safety and prevent disruption of placement. Key features of the SOC that will support child safety, permanency, and well-being include:

- Centralized intake and referral process to ensure quick and consistent response;
- Implementation of a wraparound model of care that embodies an empowerment model and includes input from the child, family, and all involved providers in the treatment planning and service plan;
- Individualized safety plans to be monitored for each child;
- Appropriate and timely assessments of child risk (protective factors), strengths and needs at each face to face visit;
- A cohesive network of diverse providers that will work collaboratively towards desired outcomes;
- A SSCC that will provide quality monitoring of all services and care coordination of each case, maintaining performance-based contracts with all providers;
- Timely and appropriate services for parents of children placed in out-of-home care to increase safe and timely permanency for children;
- Individualized service plans developed in partnership with child welfare case managers;
- Increased capacity to provide or access additional family centered, in-home and community-based services so that fewer children with complex needs will require placement in out-of-home group or residential clinical care;
- Length of out-of-home placement will be safely reduced when placement is needed;
- Utilization management review of all services and progress achieved toward case plan goals or permanency;
- Quality monitoring of all services and care coordination;
- Sophisticated information systems through PSC’s contract with Five Points and Associates that can track children through the system as well as document services and outcomes;
- Participation in Family Group Meetings in the development and review of safety plans and case plans;
- Expansion of community based services (traditional and non-traditional);
- Services for older youth to prepare them for transition to adulthood.

**Specific Strategies**
As the SSCC, PSC of Texas will utilize these specific strategies to achieve safety, permanency and well-being of children referred to our system of care:

- A risk assessment will be conducted at the time of referral to identify those children at highest risk and design specific services to mitigate those risks.

- Solution Based Casework techniques will be deployed with PSC's subcontracted providers. We will use situation specific behavioral techniques and strategies to assure that their interactions with caregivers and children are all targeted toward ensuring stabilization and safety of placement, and moving toward permanency quickly.

- All of PSC's subcontracted providers will be trained and updated no less than annually in the provision of Trauma Informed Care, to ensure that this approach is fully integrated in all interactions with the child and family.

- Provision of Wraparound Services will be a cornerstone for ensuring child safety, permanency, and well-being. PSC will deploy Wraparound Services to support caregivers and children throughout the duration of placement, and also in working with the identified permanent placement (i.e. biological family, relative, or adoptive parent) to facilitate smooth transition and long term success.

- PSC will utilize a Resource Family model to create a safe structure for the caregiver family to engage with the biological family in order to provide the best care for the child and the quickest movement toward permanency. The resource family model is a growing strategy in child welfare services throughout the country. This model facilitates through training, structure, and communication the engagement between the biological family (including any planned permanency family/caregivers) and the foster parents as the temporary caregivers. This allows for consistency of many aspects for the child, allows the child to see the positive acceptance and interaction between the various caregivers and has been a key to successful and permanent transitions.

- Quality Assurance activities will included weekly data reviews, quarterly site visits to providers for record reviews, as well as conducting interviews with children in care, caregivers, DFPS case managers, biological families, school personnel, CASA, courts and other stakeholders.

- PSC will implement the Contextualized Feedback System (CFS) with our subcontracted service providers. CFS is an evidence-based and outcome driven system that takes advantage of recent advancements in Web technology to collect, track, analyze and impact performance outcomes. It is a product of a partnership between PSC and the Center for Evaluation and Program Improvement at Vanderbilt University that was initiated in 2005 to develop a state-of-the-art Continuous Quality Improvement program. CFS can be tailored to each program's specific performance objectives, regulatory requirements, program goals, and other contextual dynamics. Specific methods are used to ensure that recipients are satisfied with services, benefiting from services, receiving the appropriate level of services, and meeting treatment goals. CFS provides providers with the opportunity to strengthen their service and intervention skills by offering tools that support and inform service planning. The ongoing feedback obtained from implementation of CFS provides evidence needed to continuously adjust and optimize individual services. CFS is currently being used or implemented in eight PSC states and another 18 PSC sites.
Our model uses a centralized intake process that will operate 24 hours per day, 7 days per week, with full time professionals and data entry specialists. This provision of a single point of contact for individuals in need of our services will simplify the confusion that a network can create. The initial intake process will include the gathering of all intake information and assignment to an appropriate provider in a timely manner. The intake department will also ensure that necessary data from the providers is in the record and accurately transmitted to DFPS in their preferred format. Our staffing pattern is based upon estimated referral volume; if these estimates prove not to be accurate, we will adjust our staffing pattern accordingly.

Our SOC will implement a Utilization Management Model developed by Providence and focused on ensuring that services are engaged in a coordinated, timely, yet cost effective manner. The coordination of services is of utmost importance to assure that children and families receive the services that most effectively meet their needs, in the right order, and of the necessary duration and intensity. High quality service coordination must assure best practice, the right intervention for families, and desired outcomes. Providence believes that by initiating and referring families for appropriate services in a timely fashion, the length of stay for children in care can be reduced and every child can experience/achieve permanency in an expeditious manner.

Our UM model is designed to identify and reduce service gaps and duplication by ensuring that appropriate services are authorized to meet the needs of children and their families. The focus of our UM will be the effective management of allocated resources, regardless of the funding source; proper utilization of contracted services; and assurance that authorized services are effectively moving children towards permanency in a safe and stable environment. Utilization Management offers support and resource to service coordination through maintaining an up to date directory of community resources and matching the right service at the necessary intensity for each child's needs, which will promote the delivery of child welfare services to ensure safety, permanency and well being for children who are both in home and in out of home care. Utilization Managers will ensure that services are engaged in a coordinated, timely; yet cost effective manner. The model is designed to identify and reduce service gaps and duplication by ensuring that appropriate services are authorized to meet the needs of children and their families. The focus of the Utilization Management and Contracting Model is effective management of allocated resources, regardless of the funding source; proper utilization of contracted services; and assurance that authorized services are effectively moving children towards permanency in a safe and stable environment. Utilization Management offers support and resource to service coordination through maintaining an up to date directory of community resources and matching the right service at the necessary intensity for each child's needs.

The following illustrates the Providence Values of Service and Partnership that will be applied in our role as SSCC:

**Providence Values and Principles of Service and Partnership**

- Open and continuous communication
- Data and fact-based decision making
- Community engagement and oversight
- Transparency (open records and meetings)
- Accountability
Child Safety and Risk will be assessed at every point of contact our team and providers make with the family and the collateral contacts. Our team will be continuously trained and informed of methods to assess safety and risk in different settings and to report any suspicion of harm or potential harm to the proper authorities. This assessment will be a required part of the documentation for every encounter.

Our staff will be trained in cultural sensitivity and competency regularly. We will recruit foster parents with diverse personal histories, ethnicity, religious beliefs, etc., and make every attempt to match children with parents who share similar backgrounds.

PSC of Texas has formed relationships with mental health and substance abuse providers that will assure children and adults in child welfare services are seen as a priority by those providers. PSC of Texas has established relationships with local school districts that will facilitate sharing of data on common children, allowing our staff and provider agencies to remain up to date on school attendance/performance/needs and to allow the school district to be aware of the child's living conditions.

We will assure availability of services throughout the Catchment area. See attached proposed organizational chart.

1.1.2 Describe the policies, processes, practices, and procedures that your organization will utilize to ensure that children and youth placed in your organization's care will be safe from abuse and neglect while in their placement with SSCC and its subcontractors. Describe previous experience your organization has had in implementing same.

1.1.2 Response Space:

Safety Assessment

PSC of Texas will assess the safety of each child referred. A safety assessment will be conducted, a safety plan will be developed in conjunction with DFPS case manager/investigator, and additional assessments or tests will be completed as needed. PSC considers the review of the safety assessment and safety plan to be our most important beginning responsibility upon assignment of a case, as assuring
the safety of children is the primary objective of our system of care. Development of safety plans will focus on the following critical factors:

- Services are identified to address safety factors,
- Those services and supports are immediately available in response to any issue, concern, change, or risk;
- Services are located in close proximity to ensure ability to respond quickly;
- Services are identified that will have immediate impact and will do what they are supposed to do.

PSC will train staff and providers to recognize threats to safety and to follow appropriate procedures for reporting safety concerns. PSC of Texas staff and their providers will always intervene on behalf of vulnerable children and will assume the responsibility to notify DFPS and/or law enforcement immediately. PSC will review each child’s safety assessment and safety plan, and will participate in the initial meeting to determine service selection and delivery that is consistent with the needs of the child and family. These services will focus on decreasing risk and providing safety for the child. As the SSCC providing system of care oversight, PSC will also be responsible for completing ongoing safety assessments. PSC and its providers will continually evaluate child safety, will notify DFPS of any safety concerns, and will work with DFPS to address safety threats to the child and family. Ongoing safety intervention responsibilities of PSC of Texas will include:

- Re-assessment of foreseeable dangers and safety threats at initial home visit;
- Evaluation of the safety plan sufficiency at case transfer with DFPS and service delivery partners;
- Evaluation of the appropriateness and commitment of those participating in the safety plan;
- Routine communication with safety plan participants and continual oversight;
- Engagement of caregivers concerning the acknowledgement of safety issues, and their commitment to the safety plan;
- Assessment of caregiver protective capacities to determine what must change;
- Creation of a service plan that addresses safety concerns and enhances caregiver protective capacities;
- Routine and periodic assessment of safety for out-of-home placements;
- Arrangement of activities, services and service providers for focused treatment of safety issues;
- Reasonable efforts to provide the least intrusive means for assuring children are safe;
- Routine and periodic re-assessment of foreseeable danger safety threats;
- Modification of safety plans as needed and appropriate;
- Working in partnership with DFPS in determining reunification, closure etc;
- Continually assessing when caregiver protective capabilities are sufficient to assure child safety and a safe home;

Safety Plan

PSC of Texas’ subcontracted providers will create and maintain a safety plan in partnership with PSC as the SSCC, the family, and any other pertinent community members. This plan will be compatible with and will incorporate priorities of the child’s DFPS safety plan. PSC of Texas will evaluate the safety plan on a regular basis to ensure it continues to be sufficient to ensure child safety.

It will be the role of PSC of Texas to provide appropriate services needed to help implement this safety plan, identify and recommend
participants for the plan, and collect any needed information for DFPS child welfare case manager to complete the criminal history and background checks. PSC of Texas will continually monitor compliance with the safety plan during the provision of services. Our staff will respond to the location of the child or children within two hours when notified of a violation of the safety plan and will remain until an approved modified safety plan is in place and safety is re-established. PSC of Texas and our partner agencies will always report safety threats immediately to DFPS when identified and will take reasonable action to ensure the safety of the child, such as staying with the child and contacting law enforcement as well as DFPS. In addition to the immediate verbal notification to DFPS, PSC of Texas staff will provide written documentation to DFPS detailing the safety violation within 2 hours of the issue being identified.

PSC of Texas provider staff will be required to make face to face visits to the child not less than once each month. The purposes of these contacts will be twofold: first and foremost, to assess and monitor child safety. Contacting the child and family is part of the role in managing safety. Secondly, our staff will be responsible in conjunction and in partnership with DFPS for reviewing and assessing the sufficiency of the ongoing safety plan. Recommendations to DFPS may include but will not be limited to either increasing or decreasing intervention intrusiveness as necessary to manage risk.

**Policies and Procedures**

As a licensed Child Placing Agency, PSC of Texas maintains a detailed Policy and Procedure Manual, with many policies addressing child safety issues. All of our staff, subcontracted providers, and foster families will be thoroughly trained and supported in implementing these policies and procedures. Policy and procedure topics addressing child safety issues include but are not limited to:

- Mental Retardation Services
- Infant and Toddler Care
- Child Supervision
- Home Supervision
- Home Safety
- Disaster and Emergency Planning
- Behavioral Health Services
- Food and Nutrition
- Protective and Supportive Devices
- Adoptive Applicant Screening and Home Study
- Basic Care and Safety Requirements
- Pre-Placement Requirements

**Background Checks and Abuse/Neglect History Checks**

As a part of the review of current DFPS provider files, PSC of Texas will examine all criminal background information and abuse history available. All providers selected through our credentialing process will be required to certify that all staff have completed criminal and abuse history background checks. Credentialing is addressed in section 12.1.6 – it is the process by which a provider's skill and experience in providing the identified services, financial stability and capacity to assist children/youth and families is evaluated and confirmed. In addition, all contracts and rate agreement or purchasing documents will include language outlining the requirements of background check as applicable under Texas law. Personnel files will be monitored as part of the contract monitoring process to ensure that ongoing compliance with this requirement is maintained. Providers within the PSC of Texas network will be required to develop policies and procedures to address background screening for employees and volunteers if they do not already have them in place. In addition, persons who desire to be licensed foster parents will be required to undergo background screening as a part of the licensure process and annually thereafter for
the purpose of re-licensure. Relatives who wish to provide kinship care to a family member that are identified on the Placement Resource Form (mandated by Chapter 261.307 of the Texas Family Code) will be required to undergo criminal and abuse history background screening, as well as a home study. No child will remain in a kinship care placement in which the required background screening and home study is not completed by the Adversary Hearing (within 14 days) to ensure that information is available to the court. Use of available background screening technology and working agreements with law enforcement will be utilized for kinship care screening.

1.1.3 Describe the processes, practices, and procedures that your organization will utilize to ensure that all children and youth referred to the SSCC for placement will be placed in their home communities; initially and on an on-going basis

1.1.3 Response Space:

PSC of Texas will include specific performance measures within the contracts with Substitute Care Agencies acting as Child Placing Agencies (CPAs). The measures will delineate the type and number of placement options we as the SSCC require, with focus on expanding foster care options that meet the diverse needs of our children. PSC of Texas will ensure through this contracting and incentive process that ongoing available capacity is more than adequate to meet the needs of the children we serve. The Substitute Care Agency Credentialing Packet will require a detailed recruitment plan for foster families, adoptive families, and alternate care providers, including specific strategies to utilize faith-based and other targeted group programs.

To increase viable placement options for children in substitute care, the use of targeted faith-based recruitment efforts will be maximized. PSC recognizes that faith based organizations often bring their own internal supports and services to families, which enhances the opportunity for placement.

By contractual agreement, our provider partners will be expected to deliver foster parent support services to minimize placement disruptions, including contact within one business day and not to exceed 72 hours of any placement as well as ongoing capacity for crisis support 24 hours a day seven days per week. Child welfare case managers who will be visiting substitute care providers will be offered training to help them gain insight into developing positive relationships with those providers, particularly foster parents.

Children will not be placed in an enhanced substitute care setting without the approval of the PSC of Texas Utilization Management team.
Case related circumstances which could result in placement disruption will be considered prior to any placement outside of the catchment area. All Substitute Care Agencies will be required to create a “disruption mitigation” committee and process to review and evaluate alternatives to potential disruptions.

PSC of Texas will include specific performance measures within the contracts with Substitute Care Agencies acting as Child Placing Agencies (CPAs). The measures will delineate the type and number of placement options we as the SSCC require, with focus on expanding foster care options that meet the diverse needs of our children. PSC of Texas will ensure through this contracting and incentive process that ongoing available capacity is more than adequate to meet the needs of the children we serve to keep children in their home communities. The Substitute Care Agency Credentialing Packet will require a detailed recruitment plan for foster families, adoptive families, and alternate care providers, including specific strategies to utilize faith-based and other targeted group programs.

PSC is committed to ensuring that all children and youth who are referred for services receive high quality, least restrictive, and culturally sensitive placements. As the SSCC, PSC will emphasize the concept of “no eject/no reject” as it applies to the placement of children. We will draw upon our experience in child welfare projects across the country to utilize innovative approaches to recruit foster homes and to provide other types of substitute care placements for children, and placement protocols will be developed in coordination with DFPS.

The following specific strategies will be utilized by PSC in collaboration with our subcontracted Child Placing Agency (CPA) providers to assure that all children and youth referred to the SSCC for placement will be placed in their home communities; initially and on an on-going basis:

- Analyze current capacity (look at all types and levels of placement currently within the region) and define children and their placement type that are being placed out of the region.
- Based on capacity and placement history data, develop a clear plan to increase the capacity to manage children within the region.
- Begin an aggressive campaign to recruit homes within the region targeted to specific populations as identified in the analysis.
- Provide incentives to CPAs and foster parents for placement of children within the region.
- Utilize a comprehensive assessment tool and the Extranet/CoBRIS system to appropriately match children and placements at the very beginning.
- Utilize CPAs with statewide or multiple region services to assist in bringing necessary resources to the region.
- Provide wraparound services to support local placements and move quicker to permanency. Wraparound will enable services to children to intensify or diminish based on need, within their placement and without the need to move the child.

Additionally, the CoBRIS system PSC of Texas will be utilizing to manage placements and data has a GIS overlay which allows the PSC of
Texas' intake staff member will visually see a map of the types of homes in the vicinity of the child's home of removal as well as census, preferences, license status, incident reports and provider contact information. This will help us assure placement in close proximity to the child's home. We will also engage with each school district to facilitate the children remaining in their home school unless circumstances indicate that this would not be in the best interest of the child.

1.1.4 Describe how your organization will ensure that children and youth referred to the SSCC are placed and maintained in the most appropriate, least restrictive environment.

1.1.4 Response Space:

The goal of PSC of Texas will be to minimize placement disruptions of children in care. To that end, current placements and all current homes (both DFPS and private) will be maintained during transfer to SSCC. Consistent recruitment for additional foster homes will be utilized to include targeted recruitment for children with special needs. All foster homes will be expected to operate within their licensed capacity. However, we plan to pursue a waiver to allow for siblings to be placed in the same home even if that results in the home being over the licensed capacity. It has been our experience that placing siblings together reduces the stress and behavioral issues in most cases and this waiver will allow these children to remain together. Not all cases will support this concept and each case must be individually evaluated to determine the capability of the home and foster parents as well as the needs of the children.

PSC has benefited from the inclusion of certified behavior specialists in foster parent training to ensure that new foster parents have the required skills, beginning with their first placement. By contractual agreement, our provider partners will be expected to deliver foster parent support services to minimize placement disruptions, including contact within one business day and not to exceed 72 hours of any placement as well as ongoing capacity for crisis support 24 hours a day seven days per week. Child welfare case managers who will be visiting substitute care providers will be offered training to help them gain insight into developing positive relationships with those providers, particularly foster parents.

Children will not be placed in an enhanced substitute care setting without the approval of the PSC of Texas Utilization Management team. Case related circumstances which could result in placement disruption will be considered prior to any placement outside of the catchment area. All Substitute Care Agencies will be required to create a “disruption mitigation” committee and process to review and evaluate alternatives to potential disruptions.

PSC of Texas' placement protocols will comply with all Federal and State mandates, as well as DFPS placement priorities and principles. The Social Security Act requires that factors such as least restrictive placement, and placement in close proximity to the parents' home, will be considered. Other laws, such as the Multiethnic Placement Act, provide a clear mandate for those making decisions about placements relative to race, color, and national origin. Chapter 262 of the Texas Family Code: Procedures in Suit by Governmental Entity to Protect Health and Safety of Child, as well as DFPS rules governing placement requirements when a child is removed from his or her home and throughout conservatorship.

PSC of Texas will use the following strategies to assure the child is placed in the most appropriate, least restrictive environment:
Utilize a comprehensive assessment tool and the extranet system to appropriately match children and placements at the very beginning.

Provide wraparound services to support local placements and move quicker to permanency. Wraparound will enable services to children within their placement to intensify or diminish based on need, without the need to move the child.

PSC Utilization Management will continually monitor and evaluate the appropriateness of placement.

Utilize information obtained through diligent search for relatives and fictive kin to expand placement opportunities.

Develop strong community supports through schools, extra-curricular activities, child care, churches, and other identified groups.

Utilize the extranet system to assist in properly matching children and placements at the initial placement.

The CoBRIS system (internal information system discussed in section 1.2.4) we will be utilizing has a GIS overlay which allows the PSC intake staff member to visually see a map of the types of homes in the vicinity to the child's home of removal.

Specific, written policies and procedures regarding placement will be developed by PSC of Texas and approved by DFPS. These policies and procedures will reflect the principles of placing children in the least restrictive setting and in close proximity to their family, school and community to facilitate reunification and permanency and will also include placing siblings together whenever possible to maintain this important bond. All referrals will be made in compliance with these policies and procedures. PSC of Texas will monitor compliance through direct supervisory oversight, our quality assurance reviews, and Utilization Management system.

PSC of Texas will thoroughly review the current placement data system being used by the State of Texas, and as SSCC will see that this system is enhanced to provide the capacity to operate within our placement center (toll-free phone number, staffed 24/7, 365 days a year, real time placement software). Intake and Placement staff will receive specific information from CPS regarding the child and potential relatives per Texas Family Code 261.307. A completed Child Placement Resources Form, risk assessment, education and medical information, religious preferences, and documentation for foster care assistance eligibility will also be requested. All of this information will be taken into account when considering a placement for each child.

PSC of Texas will require that our providers enter information on foster home availability into the CoBRIS or the extranet system daily, thus providing an actual representation of available placement options. This data will be "real time" as it will be refreshed every 24 hours. Utilizing a "live" system that identifies available placements throughout the region will allow the Placement Unit to make decisions which reflect the best interests of the child. By utilizing real time placement information and the placement level assessment tool, PSC of Texas will ensure that the most appropriate placement is identified early in the process so that the best match can be made.

To further ensure stability in appropriate placements, providers that license and provide foster homes will be held accountable under our
performance based contracts for a strong foster parent support component. Providers will also be asked to develop services and strategies to minimize disruptions from their facilities. Upon any unplanned move/disruption, a staffing that includes all relevant PSC and provider staff will be held to review the circumstances of the move and develop a plan for stabilization.

Placements that are levels higher than basic foster care will be reviewed, authorized, and managed by the PSC of Texas' Utilization Management Unit. The UM unit will conduct reviews at specific points to determine the ongoing need for placement in higher levels of substitute care.

Regardless of the level of placement, PSC will ensure that continuity of school, community, and religious affiliation is maintained whenever possible and that sibling contact is maintained. Sibling contact is not only mandated by ASFA and other laws, but it is clearly recognized that children who have been removed from their homes fare better when they maintain contact with their siblings. Any separation of siblings will have supporting documentation by a professional assessment. Should sibling separation be necessary for clinical or licensure reasons, this will be clearly documented in the case file and data systems. Any current or potential separation of siblings will be addressed during permanency staffings. All movement and placement information will be updated in data systems and provided to the court as required by policy and procedure and applicable law.

1.1.5 Describe how SSCC will support the child's and youth's placement to meet their changing needs.

1.1.5 Response Space:

Based upon our years of lead agency experience we recognize the importance of a wraparound approach in working with children and families who are part of the child welfare system. We especially realize the benefits of a wraparound process for the delivery of services and supports to children and families with severe and complex needs, who are often being served by multiple agencies, and have changing needs during the life of services. We have observed the value to children and their families in appreciating their inherent strengths and culture, increasing their ability to identify and utilize indigenous supports, accessing community based formal and informal services and using flexible funding to meet a family's specific need in creating one plan of coordination services.

We plan to model our wraparound care coordination after Brevard C.A.R.E.S. This is a family-centered, strength-based, and community-driven approach to serving children and their families that offer a full continuum of care and support services to families experiencing stressors that have lead to neglect, abuse, or abandonment through "Wraparound" and "Family Team Conferencing". The approach has a positive impact on the families and children served, helping to prevent situations or events that would result in a child being removed from his or her home. Its success is due to the proactive participation of the families in need, who openly engage in the process and build upon the successes and skills within their family unit that will sustain them long-term.

The PSC of Texas Wraparound structure will be established on a decentralized model, creating a system where provider staff will have the
We require provider staff and providers to use and support the wraparound approach in tapping both traditional and nontraditional paid and free support services. This model and our funding structure will allow the decisions for services and resources to be made at the level closest to the client and with the full participation of the child and family and the family team. We understand the phases of wraparound and will structure the PSC of Texas wraparound policies and procedures to assure that we are supporting the team and family through the phases of engagement and team preparation, initial plan development, implementation, and transition. During implementation we will expand our service array through an application process that will identify providers who indicate an ability and willingness to deliver services using a wraparound process. Also as part of implementing our SOC, we will provide training in the wraparound process to selected providers.

PSC of Texas will utilize the following strategies to support the child's and youth's placement to meet their changing needs:

- Each child will have a service plan that clearly identifies the child's needs and specifically delineates tasks and activities to meet those needs. This service plan will directly tie into DFPS case plan for the child and family. The subcontracting provider agency (CPA, GRO, RTC) will be responsible for the development of the plan and the plan updates/completion as the needs of the child changes. Plan updates will be collected no less than monthly by PSC of Texas for each child to maintain the most current status of each child. These updates will be completed electronically.

- Wraparound services will be provided to support local placements and move quicker to permanency. Wraparound will enable services to children within their placement to intensify or diminish based on need, without the need to move the child.

- The contracted provider agency caring for a child will be required to conduct a case staffing and review every 90 days that tracks progress and updates plans toward achieving permanency.

- Strong community supports will be developed through outreach to schools, extra-curricular activities, child care, and churches to enhance the child's experiences and engagement, thereby building resiliency in the child.

- Foster parents will be recruited and trained to act as resource parents. Foster parents will routinely participate in staffings and reviews. PSC plans to work with our provider partners to develop a new type of recruitment, training, and support for the foster parents to ensure their full participation as members of the permanency team.

- PSC is developing a partnership with Cenpatico (STAR Health) that will include implementation of clinical support during the intake process, focus on wraparound service delivery, and enrollment of our provider partners that are qualified in the Cenpatico provider network.

1.1.6 Describe practices and procedures your organization will use to minimize placement disruptions.
1.1.6 Response Space:

The DSM-IV defines a traumatic event as one in which a person experiences, witnesses, or was confronted with an event that involved actual or threatened death or serious injury or threat to the physical integrity of themselves or others. These traumatic events include personal experience of sexual abuse, physical abuse, severe neglect, loss and/or the witnessing of violence or disaster; in other words, the circumstances that bring many children into foster care. The person's response then includes intense fear, helplessness or horror. Children who have experienced trauma are more likely to exhibit behaviors that cause them to experience multiple placements, and research shows that children in out-of-home care who experience multiple placements are more likely to linger in care.

PSC of Texas will utilize the following strategies to minimize placement disruptions:

- Initial assessment and matching using the Extranet and CoBRIS systems to make the best placement first.
- Provide wraparound services to support local placements and move quicker to permanency. Wraparound will enable services to children within their placement to intensify or diminish based on need without the need to move the child.
- The contracted provider agency caring for a child will be required to conduct a case staffing and review every 90 days to track progress and updating plans.
- Develop strong community supports through schools, extra-curricular activities, child care, churches, etc. to enhance the child's experience, engagement, and build resiliency in the child.
- Recruit and train foster parents to act as resource parents. We plan to work with our provider partners to develop a new type of recruitment, training, and support for the foster parents to be part of the permanency team, our providers will work diligently to evaluate and train foster families and support them to assure they can maintain the children placed with them in a healthy environment.
- Our Child Placing Agency partners will participate in DFPS staffings and reviews and will ensure that caregivers are provided with information and resources that will enhance the expectancy of stability in a placement.
- Providence is developing a partnership with Cenpatico to include clinical support during the intake process, focus on wraparound service delivery and enrollment of our provider partners that are qualified as providers in the Cenpatico network.
- Crisis response system developed with Cenpatico will be specifically targeted to bring services into a placement setting and avoid disruptions.
- Foster parent peer mentoring system to support foster parents.
Foster parents will be utilized as resource families engaging with the biological family or the identified permanency family.

90 day review will be conducted for all children with a wraparound staffing model.

1.1.7 Describe how your organization will ensure that connections to family and others important to the child and youth are maintained, including connections to others located far from child's or youth's placement.

1.1.7 Response Space:

PSC of Texas recognizes the critical importance to the child's well-being and permanency in maintaining contact and developing nurturing relationships with family members and with persons important in the child's life. We have years of experience and strategies to facilitate and enhance these connections for the child. Additionally, we promote the "circle of support" strategy for children who find themselves with little or no family ties. The circle of support is a group of key adults and mentors for each child and could include a CASA volunteer, teacher, coach, minister, or employer. PSC of Texas will also utilize the following strategies to ensure that connections to family and others important to the child and youth are maintained, including connections to others located far from child's or youth's placement:

- Siblings will be placed together. Our foster home recruitment activities will include targeted recruiting of specific families for sibling placements.
- All service plans will identify individuals important to the child and specify the type and frequency of contact that will occur.
- PSC will use Skype technology to connect distant family members and important individuals to the child to allow a real time audio and visual contact.
- PSC and our providers will adhere to the visitation protocols established by DFPS and encourage more frequency whenever appropriate.
- PSC and our providers will encourage phone contact as well as electronic mail contact (not social media unless specifically evaluated and approved) as appropriate.
- PSC providers will be required to train foster families as resource families, and part of that role will include establishing engagement and working with the child's or youth's biological family to achieve permanency.
1.1.8 Describe practices and procedures your organization will use to ensure that siblings referred to the SSCC are placed together.

1.1.8 Response Space:

Placement with siblings can enhance the sense of safety and well-being for children in foster care. It alleviates the wonder and worry as to the location and safety of one another. Siblings placed together can provide natural support to each other and some sense of stability and belonging. Maintaining continuity of sibling relationships assists children in maintaining a positive sense of identity and knowledge of their cultural, personal, and family histories. Sibling placement can also affect permanency outcomes. At least one study has found that placing siblings in the same foster home was associated with a significantly higher rate of family reunification (Webster, Shlonsky, Shaw, & Brookhart, 2005). Conversely, a body of research has established that separated siblings in foster care are at higher risk for a number of negative outcomes, including placement disruption; running away; and failure to exit the system to reunification, adoption, or guardianship (Leathers, 2005; Courtney et al., 2005). Girls separated from all of their siblings are at the greatest risk for poor mental health and socialization (Tarren-Sweeney & Hazell, 2005).

In addition to the advantages for children, placing siblings in the same home can streamline some processes for agencies, such as visits by caseworkers and the obligation to arrange and carry out visits among siblings. Communication between birth and foster families is also more manageable when there is only one foster family involved.

It is easier to place siblings together when they come into care at the same time, when their needs are similar, and when the sibling group is small. Following are some barriers to placement together:

- Size of sibling group—larger groups are more often split
- Age gap—wide age span leads to splitting
- Differences in the needs of siblings
- Type of placement—siblings placed with kin are more likely to be together
- Differences in relatives—kin may want to foster only children to whom they are related, and not include half-siblings or step-siblings who are not blood relatives
- Behavior problems—a sibling with a behavior problem is more likely to be removed, while brothers and sisters may remain in the placement
- Organizational policies and procedures
- Adequacy of placement resources and supports
- Agency rules regarding the maximum number of children who can be placed in a foster home placement

PSC of Texas specifically sees the placement of siblings together as a critical component of improving the safety of the children, the stability of the placement, and the expedient achievement of permanency. When we encounter barriers to placing siblings together, our staff and provider agencies will work together to overcome the barriers. Following are some of the strategies we will employ to ensure that siblings...
are placed together:

- Thorough assessment of siblings at intake to identify which sibling relationships are most essential to the well-being of specific children.
- Seek kinship placements first, because they are generally more open to taking a sibling group, and because such placements offer the further advantage of preserving family connections.

Specifically recruit foster homes willing to accept siblings and offer incentives for accepting large sibling groups.

- Recruit families specifically to care for sibling groups through community outreach, the media, special events, faith-based organizations, photolistings, and websites.
- PSC of Texas will ask for a waiver to allow the placement of children beyond a homes licensed capacity if necessary to keep siblings together.
- PSC of Texas will require some of our subcontracted providers to accept and provide services to all appropriate clients referred, including sibling groups.
- Educate foster, adoptive, and kin families about sibling and grief issues.
- Have a system in place to track the location and status of all siblings.
- Utilize the extranet system and CoBRIS to identify available placements for sibling groups.
- Pursue waivers of the capacity rule for foster homes to allow for a home’s capacity to be flexed to accommodate a large sibling group.
- Offer wraparound services to caregivers to provide the resources and support needed to accept a sibling group.
- Any separation of siblings will have supporting documentation by a professional assessment. Should sibling separation be necessary for clinical or licensure reasons, this will be clearly documented in the case file and IMPACT.
- All separated sibling situations will be addressed during permanency staffings. All movement and placement information will be updated in IMPACT and provided to the court as required by policy and procedure and applicable law.
- At regular case reviews, discuss sibling issues and include children or youth in these discussions.

1.1.9 Describe how your organization's coordination and provision of services is sensitive to the diverse cultural needs of children, youth and their families.

1.1.9 Response Space:

Our staff will utilize multiple tools to ensure the delivery of culturally sensitive services. Our initial assessment conducted upon referral of a child to the SSCC will gather information on specific cultural, linguistic, spiritual, and familial needs and issues that children and families may
be experiencing. This comprehensive assessment will afford PSC of Texas the opportunity to determine the most effective way to deliver therapeutic services and help the service team engage youth and families in appropriate community-based services and skill building activities. In an effort to accommodate the needs of children and families whose primary language is not English, PSC of Texas will utilize a variety of local resources, including, when necessary, the services of an interpreter.

PSC of Texas will recruit employees to serve the community in which they live in order to enhance a sense of community connection and remove barriers and resistance to service provision. We will strive to actively recruit and hire employees who are culturally similar to the families they serve, and all employees will be expected to interact with and provide services to all others without regard to race, ethnicity, gender, sexual identity, religion, language ability, level of education, or socioeconomic status. We will utilize advertising in culturally focused publications in order to draw a diverse staff to our program and will continuously seek out bilingual professionals and/or professionals holding certification and experience serving special populations. Methods of recruitment will include posting job announcements internally, in local and statewide newspaper advertisements, at educational institutions and internship programs, and on internet job sites. We will also recruit through networking, involvement in professional organizations, and representation at community events. In order to monitor the diversity of our staff, all applicants for employee positions with PSC of Texas will be asked to complete an Affirmative Action form, which will then be kept with their application and resume. In this manner, we will be able to review the diversity of its applicants and staff, and make adjustments as needed in recruitment and hiring practices.

It is essential for culturally appropriate service providers to establish a foundation of respect, trust and empowerment, as families are more successful and responsive to interventions when they feel respected. Accordingly, PSC of Texas will require all staff and contractors to attend and participate in cultural diversity training annually, to include trainings related to the cultures, languages, practices, and traditions of individuals residing in Catchment Area 7. Through competent, effective supervision and review, PSC of Texas will ensure that training concepts and ideas are practically applied in service provision and clinical supervision, and reflected in documentation. Supervision will provide ongoing assessment of whether services are being provided in a nonjudgmental and responsive manner, and offer guidance and consultation to encourage the highest levels of competency and professionalism.

All PSC of Texas employees and contractors will adhere to the National Association of Social Workers’ Code of Ethics. As stated in the section on the value entitled Dignity and Worth of the Person:

“Social workers treat each person in a caring and respectful fashion, mindful of individual differences and cultural and ethnic diversity. Social workers promote clients’ socially responsible self-determination. Social workers seek to enhance clients’ capacity and opportunity to change and address their own needs. Social workers are cognizant of their dual responsibility to clients and to the broader society. They seek to resolve conflicts between clients’ interests and the broader society’s interests in a socially responsible manner consistent with the values, ethical principles, and ethical standards of the profession.”

Providence is committed to ensuring that all providers within our service network are culturally competent and able to adapt to the needs of the geographic area in which they serve. A review of demographic information of the catchment area is underway, with attention being paid to the various linguistic, cultural and ethnic needs of the region. Upon contract award, PSC of Texas will conduct provider meetings and facilitate discussion of the demographic needs of the region. We will require all providers to have the demonstrated skills and capacities to fully address the linguistic, cultural, and other needs of the clients to be served and will conduct ongoing review of the system, including
client satisfaction surveys, to ensure that needs are being met. With the assistance of our Provider Council and Advisory Committee, PSC of Texas will develop appropriate services to address the disproportionate number of Hispanic and African American children in conservatorship. We will continually recruit diverse foster parents and work with DFPS to meet the cultural needs of the children and families we serve.

1.1.10 Describe how you would ensure that youth and children are prepared for adult living.

1.1.10 Response Space:

As the SSCC, PSC of Texas will sub-contract with one of our partner providers to coordinate Preparation for Adult Living (PAL) services for the catchment area. The PAL program's purpose is to prepare youth for adult life when they leave foster care. Services, benefits, resources, and supports are provided to help youth become healthy, productive adults, and the program makes efforts to connect youth to community resources they will need in adulthood. PAL services include the following:

- Independent Living Skills Assessment
- Life Skills training classes
- Life Skills Independent Study Guide
- Transitional Living Allowance
- Optional services when funds are available for items such as payment for driver's education, high school expenses, and GED.
- Aftercare Room and Board assistance
- Case Management Services

A pre-Life Skills Assessment of each youth's general readiness to live independently will be conducted during the period beginning with the youth's 16th birthday and ending no later than six months after the youth's 16th birthday, or as soon as possible if the youth enters care at age 16 or older, to be arranged by PSC of Texas PAL staff. The Ansell-Casey Life Skills Assessment (ACLSA) is the instrument that will be used for the life skills assessment. To encourage participation by the youth's caregiver, PSC of Texas will specify residential contractor requirements regarding the ACLSA to ensure completion of the ACLSA by the child's caregiver. Our residential care providers will be required to incorporate components of the CPS transition plan, including the ACLSA results, into their service plans.

Efforts will be made to have the youth complete the pre-assessment before the beginning of the PAL Life Skills training, or if that is not possible, not later than the end of PAL Life Skills training for each youth. An associated caregiver or caring adult will also complete a pre-Life Skills Assessment on the individual youth, and the youth and caregiver responses will be combined into one Matching Score Report, to provide an indication of the skill level and readiness of the youth to live independently; and to create the opportunity for the youth and caregiver to have discussion about the youth's life skills. An interpretation of the Matching Score Report will be explained to the youth, including a conversation about the comparison of the youth and caregiver or caring adult scores, identified strengths, and areas for improvement. The youth, caregiver or caring adult, and DFPS case manager will be invited to the interpretation and receive copies of the
An objective of training in each core area will be personal empowerment. Trainers will provide experiential hands-on activities, such as visiting banks, searching for employment, and talking with apartment managers, as appropriate to the age and needs of the participants. Youth will have an opportunity in their placement and through other experiential activities to put into practice the skills learned in the Life Skills training classes.

The targeted priority population for PAL services is youth in DFPS-paid substitute care who are age 16 or older and likely to remain in foster care until at least age 18, and who can qualify for services up to their 21st birthday. Depending upon funding availability, the eligible population also includes youth:

- Age 16 and older who are in non-paid substitute care and likely to remain in care until at least age 18, and who can qualify for services up to their 21st birthday;
- Who have aged out of foster care and may qualify for aftercare services up to their 21st birthday; and
- As young as age 14 who are likely to remain in care until at least age 18, for age-appropriate services.

In some instances, the eligible population will include youth placed into foster care by a County Juvenile Probation Department and youth placed in Texas from another state. When a youth eligible for PAL services is residing with the designated perpetrator of abuse or neglect, PAL staff will research the type of abuse or neglect the youth experienced and assesses the youth's current situation. If the PAL staff determines there is a threat to the health and safety of the youth, DFPS will be contacted with a description of the situation so a final determination can be made as to whether it is appropriate to provide the requested services. When DFPS finds that the perpetrator is a threat to the youth's health and safety, the youth may select another residence, where services can be started or reinstated. PAL services will be available to eligible youth regardless of the youth's permanency goal. PAL staff will provide services concurrently with efforts to achieve adoption or other permanency goals for youth, and the types of services and activities to be provided will be addressed in the youth's plan of service.

Except for youth who refuse to participate in the PAL program, PSC of Texas will ensure that each youth in DFPS-paid substitute care who is age 16 or older is provided a minimum of five hours of training in each of the following core areas to meet the individual needs of the youth:

- Health and safety
- Housing and transportation
- Job readiness
- Financial management
- Life decisions and responsibilities
- Personal and social relationships

For the targeted priority population, PAL services will begin by the youth's 16th birthday (or as soon as possible if the youth enters DFPS-
Some PAL activities, such as age-appropriate Life Skills training or forums, may begin as soon as a youth turns age 14 if funds are available. Services to youth age 16 and older take priority over services to youth under age 16, but PSC of Texas will expand current funding capabilities through networking and development of community partnerships that will access youth of all ages to services and activities. Targeted and eligible youth age 16 and older will be provided with transitional case planning in coordination with other agencies or community resources.

When funds are available after providing PAL services to the required populations, PSC of Texas will provide services and benefits to other targeted and eligible populations. All additional services and stipends will be directed to preparing eligible youth to live independently when they become adults, and to support training or other service provisions, which could included any of the following “optional” services:

- Group and individual counseling to address issues of separation, preparation for placement, emancipation, and interpersonal relationships
- Specialized camps to promote self-esteem, resourcefulness, and other strengths and skills necessary for adulthood;
- Incentives for youth to attend PAL Life Skills training sessions at a fee that does not exceed $5 per session;
- Snacks at PAL training sessions;
- Vocational assessments, training, and supplies;
- Preparatory classes and testing fees for a General Educational Development (GED) Test or for the Scholastic Aptitude Test (SAT) or the American College Test (ACT);
- Fees for tutoring, college application, and other special educational services and supplies;
- Fees for summer school (as needed for a youth to progress in school) if not available from another source;
- Graduation expenses (Examples: caps, gowns, senior rings) when not available from other sources;
- Tuition, fees, and books for college or vocational school, not to exceed a maximum dollar amount of $1,000 (Assistance is available ONLY if not covered by the college tuition and fee waiver, or by the Education and Training Voucher program).
- Driver’s education course fees, Texas Driver’s License (TDL) or Personal Identification Certificate SOCued by Texas Department of Public Safety;
- Support and coordination of the mentor program and activities to assist youth in preparing for adulthood;
- Modified or customized equipment when not available from other sources (examples: communication devices, adaptive devices);
- Independent living supplies, such as alarm clocks, luggage, first aid kits, calculators, etc.;
- Household supplies, such as sheets, towels, and cooking utensils for youth who are moving to an independent living setting (within regional limit, and if not available from another source);
- Emergency personal needs such as eyeglasses that are needed for employment, housing, or education purposes, if not available from another source;
- PAL age-appropriate activities and training for youth who are ages 14 and 15.

PSC of Texas will identify select subcontracted providers to specialize in serving transitioning youth, and these specialty providers will directly deliver PAL Life Skills Training and supervise a workload of youth between the ages of 15½ to 21, identifying their PAL program administrative status and needs and involving the youth in developing a plan for self-sufficiency. Staff will monitor the youth’s progress toward meeting goals of the plan and will network with community resources that address a wide range of transitional needs for youth. Staff
tasks will include referral to public and private agencies, transition center services, and faith-based organizations as appropriate and available to meet the needs of the youth. Together, PSC of Texas and our appointed PAL providers will:

- Ensure the PAL program is implemented according to DFPS policies;
- Provide consultation to DFPS conservatorship caseworkers by providing information and referral regarding transitioning youth resources;
- Establish a regional network and become experts regarding the Transitional Living Services program and resources for transitioning youth. Our staff will coordinate these services and resources between caseworkers, contractors, and the community on behalf of DFPS youth;
- Develop and provide regular training and education to caseworkers, contract providers, caregivers, partner agencies, and the community about needs of youth who are transitioning from foster care to adult living. PAL staff will present or train at national, state, and local events;
- Assist DFPS case managers in case planning activities as it pertains to identifying each youth's transitional living needs and services to meet those needs, and participating in individual case reviews with caseworkers;
- Participate in permanency conferences such as a Circle of Support or Transition Planning Meetings for youth ages 16 and older to help youth with the development of their transition plan;
- Include youth and young adults formerly in foster care in our Advisory Council;
- Implement experiential and community-based learning as part of PAL services, utilizing DFPS Tips and Resources for providing Life Skills Training and Provider Guide for Serving Older Youth;
- Determine the need for PAL services, recruit appropriate referrals, and obtain authorization for eligible youth;
- Determine eligibility for the Return to Care program and initiate intake information, if needed;
- Review delivery and documentation of services to determine accuracy, completion, and need for additional services;
- Maintain data entry for all youth receiving PAL-related services, activities, and training, including a follow up report after a youth has exited from foster care, and provide to DFPS in their preferred format;
- Ensure the National Youth in Transition Database (NYTD) data collection and outcome reporting requirements are met;
- Conduct PAL program service quality reviews periodically for practice improvement;
- Plan, coordinate, and provide transportation and supervision for statewide and regional conferences and events, such as Texas Teen Conference or PEAKS camp;
- Attend and participate in statewide meetings with PAL staff from all regions to find ways to ensure statewide consistency, improve program outcomes, understand policy changes, and implement best practices;
- Provide input and assistance with statewide activities and workgroups as appropriate and respond to state office requests for regional information;
- Develop a PAL regional annual plan of operation and annual plan of operation budget with assistance from DFPS contract management staff.

PSC of Texas will manage the Chafee funds reserved for delivery of PAL Life Skills services to these young adults, and as SSCC will secure and provide a 20% match that is either cash or an in-kind contribution.
1.1.11 Describe how you would ensure children and youth are involved in decisions impacting them.

1.1.11 Response Space:

Children coming into foster care are leaving all that is familiar and predictable in their lives and often feel powerless over their day to day life events and long-term destinies. Child welfare systems have historically done an inadequate job of including children and youth in decisions impacting their lives, yet there are many opportunities for doing so.

Age-appropriate mechanisms for children and youth to have a voice in determining issues relating to their well-being and permanency will be built into PSC of Texas' system of care at each step in the process. When a child is first referred to us, he or she will help our intake staff to determine which placement would be the best match. Our initial assessment will include input from the child or youth as to preferences regarding permanency, as well as treatment and other services needed to assure well-being. This process of seeking the child's input will continue at each contact, and the child's viewpoint will be documented.

Major national child welfare organizations agree that youths should participate to some extent in their child welfare hearings. The child's participation in the hearing can enhance his or her sense of control and understanding of the process, as well as provide helpful information for the court. PSC of Texas and our partners agencies will assess the each child's ability to participate in court hearings based on the child's age and developmental level, expressed desire regarding attendance, likelihood of the child being upset/traumatized by the experience, the need for the child to attend school, as well as the type of hearing scheduled. It is our basic intent to have all children over the age of 9 attend their court hearings/staffing etc., and every child will be evaluated for their ability to attend and participate. Our providers will document the specific reason why a child does not participate if such is the case.

If it is determined that the youth should be present during a hearing, he or she will be prepared in advance. Our staff will explain who will be present, what their roles are, what will be discussed, what decisions will be made, and what information the youth wants to share with the court. Our staff will also ensure that the youth has transportation to court and will accompany him or her if appropriate. During the hearing, the accompanying staff will explain what is happening when possible, answer the youth's questions, and ensure that the youth has the opportunity to speak, if desired.

Our direct service provider agencies will be encouraged to conduct mock hearings with youth to increase their familiarity and comfort level with court proceedings. Our staff will also bring youth to the courthouse when hearings are not occurring, show the youth the courtroom and explain where everyone sits and what everyone does, and if possible introduce the youth to the judge who makes the decisions in the case. Simply meeting everyone involved will help the youth feel included and may spark the youth's curiosity, so that he or she begins asking questions and playing a larger role in their own case. This approach would be especially useful with a preschool aged child who may not
benefit from being present during the hearing.

If the courts have granted to any youth under our care a request for the youth to be his or her own medical consenter, our staff will ensure that each child is informed and educated on this issue. As the caregiver, PSC of Texas will continue to provide the youth assistance and support in making appointments and arranging transportation to and from appointments. However, the youth is the only person who can legally consent to medical treatment or medication. Youth in care who are 18 years old or older are their own medical consenter, and our staff will continue to provide assistance and support as needed.

Service and Transition Plans for Youth 18 to 21 will focus on helping the youth meet his or her own needs with support from PSC of Texas providers as requested or needed. Our provider agencies will be expected to help the youth pursue identified goals and carry out the Service Plan/Transition Plan, identify tasks and modify goals, as needed, and identify and obtain any additional resources and information that he or she may need while in care. The plans will support opportunities for youth to experience normalcy in their care, including opportunities to make and learn from mistakes, even if negative consequences result. Youth will be permitted and encouraged to make decisions on their own and handle the consequences or results of those decisions. Our caregivers will provide guidance, support, assistance, and opportunities for the youth to carry out identified Transition Plan goals. This will include providing access to transportation when needed; discussing progress and offering suggestions; helping the youth work through difficulties; and helping fill out applications for employment and education (including loans, scholarships and grants for financial aid).

Our staff will be expected to demonstrate respect for youth's status as young adults. We will consider any youth 18 and older in extended foster care or return to care as a "Young Adult" and provide the assistance needed to transition to a more independent and responsible adult role when addressing individual needs. Various opportunities will be offered to allow youth to learn appropriate and meaningful independent living skills so that they can experience positive outcomes as they leave care. Youth in extended care will have greater responsibility for activities and will be empowered to manage their activities, to include:

- Initiating contacts with our staff;
- Identifying settings and topics for staff contacts;
- Participating in independent living activities;
- Participating in age appropriate/normal activities.

While work task elements are the same for over 18 as for those under 18, more flexibility will be allowed in how they are accomplished.

Youth will be expected to:

- Assume primary responsibility for managing their activities and schedule;
- Maintain their eligibility for extended foster care or return to care, as defined earlier;
- Assume primary responsibility for implementing service plan strategies and show progress in addressing their transition plan and service plan goals;
- Be allowed to make mistakes in a supportive environment, where caregivers help them learn from these experiences and explore better options for the future;
- Develop and maintain significant, long-term connections with supportive and caring adults;
- Independently exercise the experiential life skills they learned when in the 14- to 17-year-old group.

Youth will be encouraged to maintain and update all of their personal records and documents, in addition to ensuring updated information is in his or her Education or Transition Portfolio. Our staff will assist youth in assembling the Transition Portfolio, so that by 18 each individual will have these documents at minimum:

- Certified copy of his/her birth certificate;
- Social security card or replacement social security card; and
- Personal identification card issued by the Texas Department of Public Safety
- Immunization records;
- Information contained the youth's health passport;
- Proof of enrollment in Medicaid, if appropriate; and
- Information on designated a Medical Power of Attorney.

There are many other opportunities for children of all ages to participate in decision-making.

Medical — Children will be asked for their feedback on the medical and dental care they are receiving, and as it is possible and appropriate will be encouraged to make choices regarding their care.

Education — Children will be supported in making choices in elective courses, topics for school projects, and where possible in deciding which school to attend.

Sport and Recreational Activities — The child or youth can make decisions regarding his or her participation in sports and recreational activities, camp, outings, and activities with friends.

Culture and Religion — Children and their families will be asked about their cultural and religious preferences, and these will be honored and incorporated into their daily experiences. Children will never be required to participate in religious or cultural activities (including religious education at school) that are not consistent with the views or beliefs of the child or young person or their family.

Family Contact — Children's preferences regarding contact arrangements with siblings, parents, and other family members will be solicited and incorporated into their service plans.

Personal Appearance — Within the limitations of established dress codes and laws, children and youth will be encouraged to make decisions regarding their clothing, style of haircuts, jewelry, and other aspects of personal appearance. This does not include tattooing, which is unlawful for a child or young person less than 18 years of age.
1.1.12 Identify and support, by preparing and submitting a logic model, the assumptions underlying the intended results gained through the implementation of a single source continuum contract model's policies and procedures requested for Major Deliverable #1.

1.1.12 Response Space:

Logic Model.docx

1.2 Major Deliverable #2 - Development and Management of a Continuum of Care and Service Delivery Model

1.2.1 Describe how your organization would plan to develop the continuum of care and service array. Include:

1.2.1.1 Process to include stakeholders, including (but not limited to) current service providers, DFPS, caregivers, families, children, youth and the courts in developing required transition and implementation plans; Process to include stakeholders, including (but not limited to) current service providers, which may include other child placing agencies and general residential operations that provide: emergency care services, child-care services, treatment services, transitional living services or residential treatment services, as well as DFPS, caregivers, families, children, youth and the courts in developing required transition and implementation plans;

1.2.1.2 Approach to identifying and developing needed residential and foster care and support services within the catchment area, including how emerging service needs will be identified and met;

1.2.1.3 Approach to developing and coordinating services to families of children in care, including strategies to engage current providers of services;

1.2.1.4 Process for ensuring contracts and other agreements are in place during the start-up period;

1.2.1.5 Processes for ensuring contracts and other agreements are developed as new providers are added;

1.2.1.6 Process for ensuring understanding and readiness of subcontractors both in start-up and as new providers are added;

1.2.1.7 Process for establishing effective working relationships with the courts, CASA and Guardians at litem;
1.2.1.8 Strategies for using community services to enhance/expand services; and

1.2.1.9 Approach to deliver services that continuously meet child and family needs as defined in the service plan, including the capacity to access and provide appropriate quality services from multiple providers.

1.2.1 Response Space:

PSC of Texas, a wholly owned subsidiary of PSC, will use performance-based contracts that recognize the achievement of outcomes and performance thresholds and respond to deficiencies of subcontracted network agencies. Providers who deliver more than one service will have separate contract attachments for each service to ensure compliance with applicable state and federal laws, regulations and rules, and to allow for more accountability for outcomes.

PSC of Texas has already begun the process of including stakeholders through a variety of meetings for the purpose of developing a plan and of identifying current service providers who would like to be part of our Provider Council. Over the course of this past year Chris Card, PSC Vice President and our local Texas team have met with dozens of local providers throughout the region as well as several key stakeholders to engage in the process of network development, team building and refinement of our plans. PSC of Texas staff will continue to develop the plan during start-up. Some of the tasks involved in establishing the continuum of care will include:

- Defining the scope of service and type of provider needed
- Developing a Network Provider Packet (information explaining the PSC of Texas approach to the continuum of care development process)
- Continuing to meet with current providers to discuss services and system of care needs.
- Finalizing a credentialing application for subcontractors and ensuring that all appropriate agencies are informed of the process.
- Developing a model contract for performance based purchasing and monitoring of services.
- Negotiating contracts with existing providers.
- Developing a competitive process to be used if necessary for the development of service gaps.
- Implementing a fair and equitable competitive process for bids providing special attention to culturally relevant providers.
- Selecting providers and negotiating contracts.

We believe the development of a high quality and inclusive provider network creates a foundation for the system improvements being sought by DFPS. PSC of Texas will invite all of the provider agencies currently under contract with DFPS to consider membership in the network and will seek out additional subcontractors as needed for core services that are determined not to be available or adequate for the proposed service array. PSC of Texas will develop its initial network by credentialing current providers and those providers interested in becoming a part of our network. During the Startup Phase DFPS Contract Management staff will be engaged to develop the PSC of Texas continuum of care contracted Network. After Start-up and Transition, providers/contracts will be managed by the PSC of Texas contract management staff.

We have already begun the work of the continuum of care development and selection and have been engaged in the following steps and
tasks:

- Analyzing data from DFPS and existing providers regarding areas of need to determine the number of service units needed to meet expectations based on the system of foster care redesign. During Start-up, PSC of Texas staff will request and study additional data to fully understand child and family utilization patterns. We will promote the early identification of service gaps and the recruitment of appropriate providers to fill those gaps.

- PSC of Texas has already met with many providers requesting information about current services and capacity and has developed a preliminary service array list.

- During startup we will conduct a survey of key stakeholders to include DFPS, providers, and community stakeholders in the assessment and to provide additional information.

- We are also planning to use an Asset Mapping process, which is an inventory of the businesses, organizations and institutions that help create a community. The asset mapping process identifies local resources, such as organizations, businesses and schools that have the potential to provide programs and services to fill gaps. We will specifically make sure that consumers, DFPS, providers, community stakeholders, indigenous grassroots leaders, and advocacy group members are part of this process. Section 1.2.1.2 goes into further detail regarding this process.

- During the course of the first year of operation PSC of Texas will monitor access to services, efficiency of completion of services and, as needed, conduct formal service capacity assessments to identify where additional or new services are needed and to stimulate the development of needed capacity in all areas.

- We will gather feedback from our Provider Council (provider representatives) to assist in determining need for new service.

- We will monitor utilization data to determine service patterns and service needs. If a need arises we will use either an invitation to apply or a more competitive subcontract procurement process.

- Potential network providers have met both in groups and individually over the course of the past year to review the proposed PSC of Texas preliminary plan. Major provider organizations in the region have indicated their willingness to participate in the PSC of Texas provider network.

- During Start Up we will continue to have meetings with network providers to facilitate input regarding our model.

- During implementation we will hold numerous meetings with DFPS, providers, and community stakeholders in the assessment of current service capacity and service gaps.

PSC of Texas will aggressively pursue an agenda to solicit additional culturally diversified traditional and non-traditional providers to ensure...
that the continuum of care is culturally competent and diverse. PSC of Texas will reach out to community leaders to identify non-traditional services and supports that can be brought into the network—from faith-based services and supports, to connecting youth to business and education opportunities, to linkage with currently funded prevention and early intervention programs.

1.2.1.1 Process to include stakeholders, including (but not limited to) current service providers, DFPS, caregivers, families, children, youth and the courts in developing required transition and implementation plans;

PSC of Texas will manage a careful transition with a clear timetable. From our experience, we have found it is critical to plan the transition well, taking into account as much detail as possible. It is also important to inform all those involved of each of the steps to be taken, and to move systematically with purpose through the process while keeping a close watch on each child and family. The PSC of Texas plan and staffing includes transition specialists that have specific experience in transitioning child welfare systems from a state agency to private providers and Quality Management staff that focus on the children and families and system readiness.

Our goals for the start-up phase are to establish our staff and operational systems and to complete the deliverables in order to pass the readiness review. We will work in partnership using an inclusive model with DFPS regional/local departmental staff.

Our approach to successfully perform all administrative functions and provide services to all referred children and families within 90 days of contract execution is developed from experience we have had with other similar transitions. We understand that these transitions create stress and anxiety among all parties, including the children and families served. We know that continuous clear communication, inclusion in discussions and decisions to the extent possible, and consistent predictable follow through are the remedies for this anxiety. We approach this transition in the same manner that we will approach service delivery, in an inclusive, open and transparent style. As indicated in the tasks and milestones described below we will work as partners with DFPS, the providers, the children and families served, and the community stakeholders. Every transition we have done to date has very different tasks and responsibilities but we have learned the open and inclusive approach is the most effective and efficient method of accomplishing the tasks without incident or misunderstanding.

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Tasks of start-up:

1. Establish weekly face to face meetings with key DFPS staff to assure constant and clear communication and accountability. These
meetings will take place with State and Regional Management, local supervisors and social workers, and others as determined necessary. Our experience clearly supports the need for frequent communication at all levels of staff. Not only does this help keep everyone informed and knowledgeable about what to expect, but it also establishes relationships and a partnership atmosphere of working together. We will further establish clear communication links for tasks and updates through e-mail, cell phone and text to assure that information is being shared and updated daily. PSC of Texas will establish a "daily update" that will be delivered to key DFPS personnel and stakeholders. This task will be ongoing throughout the start-up and transition phases.

a. During these meetings PSC of Texas will work with DFPS senior management staff to develop an operations manual to establish catchment-specific protocols, including, but not limited to, methods and frequency of communication, jurisdictional expectations and clarification of DFPS and the SSCC roles and responsibilities. This operations manual will be completed at least 60 days prior to PSC of Texas accepting our first referral from DFPS.

b. The operations manual will be updated using the same process at least 60 days prior to the implementation of Stages II and III.

2. Immediately begin community engagement and provider engagement. This engagement includes discussion and input regarding transition of cases and services.

a. Hold community meetings in various locations throughout the region to inform the community and ask for input and participation

i. Assess service needs and gaps of the system with community stakeholders and DFPS to assure the PSC of Texas continuum of care encompasses the entire need for service type, location and capacity. We will use an asset mapping approach to help evaluate the strengths and weaknesses of the service system within the region. The assessment will be completed within 45 days.

b. Hold meetings with key constituency groups (former foster youth, veteran parents, foster parents, guardians/CASA, judges and court staff, parent attorneys, DFPS social workers and supervisors, school personnel, medical providers, and law enforcement, etc.)

c. Establish Provider Council with key providers

d. Establish the Community Advisory Committee with key stakeholders and community leaders to continue to provide direct input, guidance and accountability from the community.

e. Establish communication and transparency

i. Weekly e-mail updates to all stakeholders, providers, advocates, and interested parties

ii. Website with all documents, plans and FAQ

f. Immediately begin community engagement and provider engagement activities to include the development of the Community Engagement Plan. Engagement activities include opening discussions and gathering input regarding the community's role in meeting the needs of children, youth, and families in the designated catchment area as well as the transition of cases and services from the Legacy Model to the SSCC Model.

g. PSC of Texas will include strategies, in the Community Engagement Plan, for engaging the following entities:

i. Children and youth in foster care, as well as alumni

ii. Families of children in foster care, including non-custodial parents

iii. Alumni families who have received DFPS services in the past

iv. Local CPS staff
v. Members of the Judiciary
vi. Attorneys representing parents, children and DFPS
vii. Representatives of the Regional Disproportionality Advisory Committee
viii. Law Enforcement (including juvenile justice agencies)
ix. Child Welfare Boards
x. Local School Districts
xi. Foster Parents
xii. Residential Child Care Providers (including but not limited to other child placing agencies and general residential operations that provide: emergency care services, child-care services, treatment services, transitional living services and residential treatment services.
xiii. Purchased Service Providers
xiv. Local Community Service Providers
xv. Transitional Living Centers (where available)
xvi. Texas Workforce Agencies
xvii. Faith-based organizations
xviii. STAR Health Providers
xix. Tribal Representatives and Community
xx. Non-traditional community resources and leaders
xxi. Other county and/or community stakeholders as they are identified

h. Hold community meetings throughout DFPS Region 2 in the cities of Abilene, Ballinger, Bowie, Breckenridge, Brownwood, Coleman, Eastland, Graham, Haskell, Knox City, Seymour, Snyder, Sweetwater, Vernon, and Wichita Falls, inviting the entities noted above (2.a.i – xx), to inform the community and ask for input and participation in assessing the service needs and gaps of the current system with community stakeholders and DFPS to assure the PSC of Texas continuum of care encompasses the entire need for service type, location and capacity. We will use an asset mapping approach to help evaluate the strengths and weaknesses of the service system within the region. The assessment will be completed within 45 days of contract execution.

i. Hold community meetings throughout DFPS Region 9 in the cities of Andrews, Big Spring, Brady, Fort Stockton, Lamesa, Midland, Monahans, Odessa, and San Angelo, inviting the entities noted above (2.a.i – xx), to inform the community and to ask for input and participation in: Assessing the service needs and gaps of the current system with community stakeholders and DFPS to assure the PSC of Texas continuum of care encompasses the entire need for service type, location and capacity. We will use an asset mapping approach to help evaluate the strengths and weaknesses of the service system within the region. The assessment will be completed within 45 days.

j. Establish a catchment area specific Provider Council that includes (but is not limited to) representation from other child placing agencies and general residential operations that provide: emergency care services, child-care services, treatment services, transitional living services and residential treatment services to assist with the development and implementation of transition plans.

k. Establish Provider Council with key providers

l. Establish a catchment area specific Community Advisory Committee with key stakeholders and community leaders to
continue to provide direct input, guidance and accountability from the community.

m. Communication and transparency
   i. Weekly e-mail updates to all stakeholders, providers, advocates, and interested parties
   ii. Website with all documents, plans and FAQ

3. Based upon the community and provider engagement and feedback develop a plan for building and managing the continuum of care utilizing description and tasks outlined in the RFP response.

4. Hold provider meetings in various locations in the region (3-4 meetings within 60 days). These meetings will be to educate the providers on our credentialing process; to engage them in the transition planning and asset mapping; and to respond to their questions, concerns, and input.

5. Enroll and credential (this process includes specific performance based contractual terms and rates) all providers in the PSC of Texas continuum of care. This will allow for a smooth transition of contracts from DFPS to PSC of Texas. Once a provider is credentialed with us they will be able to provide service within our network. We will be certain that providers are credentialed to provide the services they currently provide under contract with DFPS. If any providers that are currently under contract with DFPS choose not to become credentialed in our network, or fail to meet minimum standards, then we will specifically identify providers within our network that are properly credentialed to absorb the clients and service capacity. This process will be carefully orchestrated to assure that our credentialed network has the capacity and are ready to absorb the current legacy case workload and service capacity.

6. Establish working agreements for referral and service as well as communication and documentation with community service providers throughout the region.

7. Finalize policies and procedures generated from the deliverables in preparation for the transition of cases including:
   a. Number of legacy cases
   b. New case referral process
   c. Inclusion of current providers
   d. DFPS contracts
   e. Work with DFPS to conduct a comprehensive review of all legacy cases, specific to level of care and permanency goal.
   f. Work with DFPS to Develop and negotiate a plan for transfer of legacy cases

8. Finalize the Management Plan with DFPS to include at a minimum (within 60 days of contract execution)
   a. Schedule, processes and procedures for transition of legacy cases and foster homes from DFPS to the PSC of Texas.
   b. Readiness and transition between Stages I and II and II and III.
   c. Communications and community engagement, including plans for developing and supporting a local advisory committee (Community Advisory Committee) that reflects the community.
   d. Development of services network/continuum
   e. Quality management
   f. Risk and issues management plan
   g. Disaster recovery and business continuity
   h. Policy and procedures to support all aspects of service delivery, finance and administration of the SSCC model.

9. Complete and Pass the Readiness Review
   a. Schedule and on-site review with DFPS prior to the transition phase.
b. Assure that all PSC of Texas plans and deliverables are complete.

PSC of Texas is committed to being a strong partner with DFPS, the providers, the community, and the children and families we serve. We have experience in transitioning services and cases. We believe the start-up phase, described above through a series of tasks and milestones, is an outline that will certainly need adjusting along the way. This is why it is critically important to establish open, honest lines of communication, routine and frequent meetings and updates, and transparency in all aspects of the system of care.

As indicated above Providence is very committed to engaging providers and community stakeholders in every phase of this development. These providers and stakeholders will include other child placing agencies and general residential operations that provide: emergency care services, child-care services, treatment services, transitional living services and residential treatment services. We plan to engage these providers directly through open and regular meetings as described above and also throughout the life of the SSCC contract through a Provider Council and a Community Advisory committee. The provider council and advisory committee will be established in the start-up phase and will be included in the start-up and readiness activities. The provider council will be made up of agencies contracting with the SSCC to provide services and the advisory council will be made up of community stakeholders (courts, CASA, foster parents, former foster youth, parents of children that have been in placement, law enforcement, advocates and community leaders, etc.). These groups will meet monthly at first and may choose to meet bi-monthly or quarterly after the first year or so. Each group will have a focus with the provider council looking at operations and provider relations and the advisory committee focused on community engagement, performance outcomes, and SSCC performance.

1.2.1.2 Approach to identifying and developing needed residential and foster care and support services within the catchment area, including how emerging service needs will be identified and met;

PSC of Texas specializes in managing provider networks and therefore does not intend to provide any direct services. It is our experience that managing a system of this nature is a full time job that requires specific skills and focus. We will continuously evaluate the performance of our providers and assist them in becoming excellent performers as well as recruiting providers to fill any gaps created by certain agencies failing to meet the standards. We will contract for all services from existing providers. We will select a comprehensive provider network that includes agencies currently under contract with DFPS, providers of child and adult behavioral health services, community-based, and non-traditional organizations that provide a wide array of services and supports to children and families. The final composition of the network will be determined by the need to build capacity in the region for both traditional and non-traditional services including residential, foster care and support services. We have already begun the work of network development and selection and have been engaged in the following steps and tasks:

- Analyzing data from DFPS related to the areas of need to determine the number of service units needed to meet expectations. During implementation PSC of Texas will request and study additional utilization data to fully understand child and family utilization patterns. The PSC of Texas service array and network development strategy will promote the identification of service gaps and the subsequent recruitment of appropriate providers to fill those gaps. Analysis will continue throughout the implementation process and different stages to ensure that trending information is used to identify emerging needs and appropriate services are developed to address those needs.
Network gap analysis to determine the current capacity in the region. PSC of Texas has already contacted potential providers asking for detailed information about current services and capacity. During implementation PSC of Texas will compare DFPS data with the current information we have and finalize a strategy to reduce gaps. Throughout the early phase of the contract, PSC of Texas will monitor in region placement, level of care of legacy cases, sibling placements, and numerous other items and, as needed, conduct formal service capacity assessments to readily identify where additional services are needed and to stimulate the development of needed capacity in all areas;

Potential network providers have met both in groups and individually many times over the course of this past year to review the PSC of Texas plan. The major provider organizations in the region have indicated their willingness to participate in the provider network.

During implementation we will continue to have meetings with network providers to facilitate input and feedback regarding our continuum of care and encourage other interested providers to join our network both as contracted service providers and as community service providers.

As a method to develop a robust service array, PSC of Texas will also recruit for its provider network using the following process:

1-PSC of Texas will send an application packet to all individuals and agencies that we want to recruit, requesting documentation and information needed to begin the credentialing process. The provider agency application will provide a profile of the organization's capacity, including information on: areas of expertise, ages served, average length of stays, access, previous experience in the community and what areas of the continuum of services they would like to provide, at what cost. The individual provider application specifies areas of expertise, history in working with the target population, and relevant licenses. (PSC of Texas has already begun to collect some of this information).

2-After the completed application is returned, the credentialing and contracting process will be initiated. PSC of Texas will develop the final credentialing protocol. At a minimum, we will have separate credentialing processes for different types of individual practitioners, and for agencies. The Contract Manager and staff will oversee the application and credentialing procedures. Creating a network and administering and contracting with individual and agency providers requires mutual trust that information, weaknesses and need for training will not result in rejection. Instead the process should be viewed as developmental in nature and as a focus on strengthening weak areas of service delivery.

3-PSC of Texas will utilize readiness reviews prior to finalizing contracts with provider agencies. In this process, providers evaluate themselves in areas such as service outcomes, case planning, quality management, fiscal management, etc. After this self-assessment is completed, the PSC of Texas Contract Manager and staff will complete a site visit and review in detail the specific categories. They will offer assistance in refining and developing systems that are not fully realized. The readiness approach will eventually result in a plan through which the provider and PSC of Texas collaboratively ensure that providers succeed in meeting the established standards.
We are committed to seeking providers whose commitment to community-based, collaborative, outcome driven service is matched by their commitment to quality and to the region's families and children. Continued eligibility in the network will be contingent upon outcome achievement for children and families, providers being credentialed and periodically re-credentialed. This process will contain provisions to determine whether providers who are part of the network are qualified to perform the contracted services.

In addition, an Asset Mapping Process will be initiated to determine where the informal support services and resources exist in the region, especially among community based grass roots organizations and other neighborhood-based service systems. Asset mapping serves as an effective development process for discovering and understanding the resources that exists in a local community or neighborhood including those with small populations, no apparent resources or those in economic distress. The long-term development of a community or neighborhood relies on its ability to uncover and build on the strengths and assets of its people, institutions, and informal organizations. An asset mapping strategy involves mobilizing the assets of the entire community around a development vision and a plan.

During the course of the Asset Mapping process, PSC of Texas will draw in community grass roots leaders and organizations for participation in the process and in identifying the relevant resources. Our Asset Mapping process will not focus on system weakness, but rather seeks to focus on current informal supports that will increase the effectiveness of the work with children and families. We will work towards building system interdependencies between components of the community and system of care.

The Asset Mapping process and development of a continuum of care including support services that PSC of Texas will use to guide our process will include but not be limited to the following steps:

1. Mapping the Assets:
Our beginning step will be an effort to map the region assets, focusing on opportunities for service coordination and integration of formal and informal indigenous resources. It is the process of locating and making inventories of the resources and abilities of individuals, organizations, associations, and institutions. Our asset list could include:
   - The abilities of local residents and indigenous leaders that can be found in the community
   - Formal institutions (including public service institutions), including their programs, and human and financial assets
   - Churches and community service organizations
   - Informal community and neighborhood organizations
   - Existing social service or community leaders who are committed to using the abilities of local people, institutions, and informal organizations to build a stronger service coordination system

2. Building Relationships and broadening the local involvement:
The second step will be to assist the child welfare and social service community to become stronger and more self-reliant through facilitating the connection of residents, institutions, and informal groups in solving service needs, local problems or concerns. This process involves expanding the opportunities for indigenous leaders to have an active role in the development of strategies that best reflect the cultural needs and skills of people, institutions, and informal groups that are part of the region. Family Group Conferences also play a more formal role in engaging these types of resources.
3. Organizing for Service Development:
The third step will be to identify and mobilize the individuals that can be used for resource development purposes, including the role of informal organizations and institutions. We have found that in both urban and rural communities an important service development strategy involves building upon what currently exists in the community.

4. Assemble a Team:
The purpose of the team will be to develop a shared vision and plan to strengthen the region for the support of the continuum of care and the prevention of the need for formal services. We have found that the community must have a shared understanding of which priority issues it needs to deal with immediately and which problems can be handled in the future. Once we prioritize the issues, we will attempt to engage the broadest array of people, institutions, and informal groups as part of a team. By developing this broad community-based team, it will support the effort to further build the capacity of the region to improve the well-being of its community members. We plan to utilize the Community Advisory Committee that will be formed within each county of the region to provide guidance and oversight to PSC of Texas as a cornerstone of this team and effort. We will engage and build upon the existing Child Welfare Boards that are already established.

5. Leverage Outside Resources to Support Local Activities:
From our experience in Florida, we have observed that when community groups have succeeded in mapping their local assets and linked the assets of the community together in order to address the priority needs of the community, it is then appropriate to locate outside resources. Strong and active local partnerships will provide the mechanism to ensure outside resources are used to support priorities, strategies, and action plans the community itself has endorsed.

PSC has extensive experience in working and collaborating with diverse stakeholders in the other states and communities that we will draw upon during our implementation to establishing regional and community ties for the development of a continuum of care that addresses residential, foster care and support services in including addressing emerging service needs.

1.2.1.3 Approach to developing and coordinating services to families of children in care, including strategies to engage current providers of services:

PSC of Texas, along with its subcontracted providers, will work in partnership and collaboration with DFPS to come up with the best plan for the children and families referred to us. The Family Group Conference (FGC) allows for all parties involved with the case (child, family, relevant community partners, care coordinators, service providers and DFPS) to come together in one place and be directly involved in the service planning process. PSC of Texas will establish a strong partnership with DFPS staff as they will have first-hand information and previously established contact with the children and families, as well as knowledge of their specific strengths and needs. PSC of Texas and our providers will collaborate closely with DFPS staff to ensure all parties are present at the Family Group Conference so that all services identified and needed by the family may be achieved. PSC of Texas and its network of providers will create the service plan identifying individualized services that meet the needs of the child and family. These services will focus on safety as all family members need to have their basic needs met, and family members need to be safe, so crisis and safety plans are made to prevent the potential for future risks. Service plans will specifically address and adhere to issues contained in DFPS case plan for each child and family. In addition, services will be comprehensive and will address all current needs so that all necessary supports can be put into place.
PSC of Texas is committed to partnering with all entities critical to the success of the child and family to develop and implement appropriate service plans. Within this process it is critical to maintain a strong collaborative relationship between public agency staff, community, formal and informal provider networks and the children and families that we serve. These relationships are created and supported through regular and open communication and collaboration to form creative solutions to individual problems. This collaborative team approach will create specific plans that focus on the family’s needs and strengths, interventions and services to coordinate services that address safety concerns that ensure age appropriate child supervision, proper nutrition, safe discipline, and individual plans to safely manage anger and aggression, drug abuse, and emotional stability. PSC of Texas has extensive experience working with children, families, state agencies, tribes, community members, community providers, court appointed guardians etc. We believe that a case plan is a process and not just a document. There must be a sense of urgency in getting the plan established as it is a living document that will assist the family in addressing the needs that brought them to the attention of the department in the first place.

Upon referral from the state agency, we focus first on engaging the family. Engagement with families is essential to the development of a comprehensive case plan and is an ongoing process throughout the life of the case. In collaboration and partnership with the state agency investigator, Licensed Child Placing Agency Administrator (LCPAA), supervisors, legal personnel, CASA, parents, families, caregivers and children we schedule a “case plan meeting” We have found that these planning meetings are the most efficient, effective way to develop a case plan.

Critical to the success of any case plan is assuring that you have the right people at the table:
- The family, the caregivers, and the child,
- Those people who can support the family through safe case closure (relatives, friends, sponsors, pastors, etc.),
- Representation of resources and those with legal authority to contribute knowledge and resources to the plan

1.2.1.4 Process for ensuring contracts and other agreements are in place during the start-up period;

The PSC team has significant experience in the successful transition of child welfare services from the State agency to private community providers. Our Implementation team will include individuals that have led 2 transitions encompassing over 7,000 children and 450 state employees that were affected by the transition. Based on this experience of the implementation of other Lead Agencies we know how important it is to make sure that the transition of services does not negatively affect the service delivery of the children and families currently receiving services.

PSC of Texas will have full time Contract Management staff which will focus specifically on these contracts and ensure a seamless transfer with no client being discontinued or unable to receive needed and identified services as a result of the transfer process. For this we will utilize all of the provider agencies currently under contract with DFPS. In addition to those agencies that have already indicated a desire to participate on the network, we will seek additional subcontractors as needed for core services that are determined not to be available or adequate for the proposed service array. We also plan to extend beyond traditional providers already under contract with DFPS. We will reach out to community leaders to identify non-traditional services and supports that can be brought into the network—from faith-based
services and supports, to connecting youth to business and education opportunities to linkage with currently funded prevention and early intervention programs. PSC of Texas will aggressively pursue an agenda to solicit additional culturally diversified traditional and non-traditional providers to ensure that the system of care is culturally competent and diverse.

During start-up, our LCPAA, Utilization Management Quality Assurance team, and Provider Council, along with the Executive Director, will finalize the plan for building and managing the continuum of care through the following steps: developing a comprehensive description and the model for provision of all required services; completing a utilization analysis to determine the potential need; developing and implementing capacity building plan considering cultural/ethnic, behavioral, physical health and educational needs, developing and implementing network communications and information sharing process, completing an asset mapping process. This process will result in a fully resourced Provider network including traditional and nontraditional community resources.

It will be the responsibility of the PSC of Texas to ensure that services for children and families are not disrupted in any manner during the start-up phase.

1.2.1.5 Processes for ensuring contracts and other agreements are developed as new providers are added;

As indicated above, we will seek additional subcontractors as needed for core services that are determined not to be available or adequate for the proposed service array. We also plan to extend beyond traditional providers already under contract with DFPS. We will reach out to community leaders to identify non-traditional services and supports that can be brought into the network—from faith-based services and supports, to connecting youth to business and education opportunities to linkage with currently funded prevention and early intervention programs. PSC of Texas will aggressively pursue an agenda to solicit additional culturally diversified, traditional and non-traditional providers to ensure that the system of care is culturally competent and diverse.

On an ongoing basis, the PSC of Texas Contract Manager, LCPAA, Utilization Management team, and Quality Assurance team will have responsibility to ensure the contracts and other agreements are developed as new providers are added, including any performance based outcomes to ensure children are safe in their placements, placed in their home communities and in the least restrictive environment that supports minimal moves, their connections to family and others important to the child are maintained, placed with their siblings, culturally sensitive, provided opportunities to participate in decisions that impact their lives, and are successfully prepared for adulthood where appropriate.

1.2.1.6 Process for ensuring understanding and readiness of subcontractors both in start-up and as new providers are added;

We have significant experience in the successful transition of child welfare services from the State agency to private community providers. Our team includes individuals that have led 7 specific transitions encompassing over 6,000 children/family cases and 450 State employees that were affected by the transition. Additionally, some of our team members were on readiness review teams that determined the readiness of the new lead agencies and the State to move into transition. Based on this experience of the implementation of other lead agencies we know how important it is to make sure that the transition of services does not negatively affect the service delivery of the children and families currently receiving services. Each of these experiences of transitioning resulted in the safe and seamless transition of
PSC of Texas will utilize readiness reviews prior to finalizing contracts with provider agencies, both in start-up and as new providers are added. In this process, providers evaluate themselves in areas such as service outcomes, case planning, quality management, fiscal management, etc. After this self-assessment is completed, the PSC of Texas Contract Manager and provider staff will complete a site visit and review in detail the specific categories. They will offer assistance in refining and developing systems that are not fully realized. The readiness approach will eventually result in a plan through which the provider and PSC of Texas collaboratively ensure that providers succeed in meeting the established standards set for the project.

Each subcontractor will have to complete the credentialing process substantiating their skill and experience in providing identified services, their financial stability, and their capacity to assist.

A critical component of the credentialing process is the documentation and verification of the provider's credentials and experience as well as the credentials and experience of their staff. Providence will verify licensure, accreditation, and DFPS contracting performance/history for each provider agency with the issuing or contracting source. We will verify that each agency is in good standing and will review any corrective action requirements, holds, or other disciplinary actions that have been taken in the past 3 years. Further, Providence will require each provider agency to have a specific policy to verify and document staff credentials and experience. This policy must contain the following:

a. Source verification of educational degree(s) and courses
b. Source verification of licensures or accreditations, certificates of training or certifications
c. Source verification of employment history
d. A minimum of 3 professional references

This is in addition to the background screening that each employee must complete and the agencies must document. Attached below are forms that Providence of Texas utilizes to document source verification of credentials as well as to assure that all necessary information is collected in each staff member’s personnel file. If a provider agency does not have a policy or documentation forms we will offer ours as a template.

Our SSCC contract management staff will review the provider's policies and a sample of their personnel files to assure that the credential and experience verification procedure is acceptable and in use. This will be part of the annual contract monitoring we will conduct with each subcontracting provider.
It is also a firm policy of Providence Service Corporation that any agency or staff member found to have altered, fabricated, or otherwise misrepresented their credentials and experience will be immediately terminated. We will require our sub-contractors to hold this same strict policy. Further, all violations of this policy will be referred to the proper authorities for further action.

1.2.1.7 Process for establishing effective working relationships with the courts, CASA and Guardians at Litem;

PSC of Texas staff will leverage from the existing relationship that DFPS has with the child welfare legal system, including the courts, and Guardian Ad Litem/CASA. We will start by having discussions with DFPS staff in the region to determine the nature of the working relationship that currently exists. If regularly scheduled meetings are already in place, we will want to participate in those meetings. Meetings will also be scheduled with the judiciary and ongoing communication with the courts, CASA and Guardian ad Litems will also be established. Regularly scheduled meetings will also be held with the network providers to address challenges and refine system design. It is important for all service providers to work as a team to effectively provide services and work case plan goals with a family. Our providers will produce the required court reports and/or attend court for each child placed through our SSCC.

Further, the content expert from Providence Service Corporation, Dr. Christopher Card, South Region Vice President, is currently an active Guardian Ad Litem volunteer in Florida and has been a volunteer for over 5 years in this program. These experiences and experts are specifically adding value and guidance in connecting to these systems within the region.

We will draw upon this experience in designing the procedures for the SSCC in Texas.

1.2.1.8 Strategies for using community services to enhance/expand services; and

As indicated and described in detail above, an Asset Mapping Process will be initiated to determine where the informal support services and resources exist in the region, especially among community based grass roots organizations and other neighborhood-based service systems. Asset mapping serves as an effective development process for discovering and understanding the resources that exists in a local community or neighborhood including those with small populations, no apparent resources or those in economic distress. The long-term development of a community or neighborhood relies on its ability to uncover and build on the strengths and assets of its people, institutions, and informal organizations. An asset mapping strategy involves mobilizing the assets of the entire community around a development vision and a plan.

During the course of the Asset Mapping process, PSC of Texas will draw in community grass roots leaders and organizations for participation in the process and in identifying the relevant resources. Our Asset Mapping process will not focus on system weakness, but rather seeks to focus on current informal supports that will increase the effectiveness of the work with children and families. We will work towards building system interdependencies between components of the community and system of care to enhance and expand services that will ensure the safety of the children served through the SSCC and its providers.
PSC of Texas will create a Community Advisory Committee that will be comprised of stakeholders, constituents and other members of the community that will serve as a guiding body on policy and performance, which includes maximizing resources by enhancing and/or expanding existing community resources. PSC of Texas will draw on input from stakeholder meetings, network provider leadership groups and other groups to develop and implement this improved system of care. Participants will include veteran parents, a youth advisory council, and a foster parent group. Our model will be one of partnership with our community.

PSC of Texas will also reach out and engage churches, community service groups, local mental health authorities, foster parent associations, substance abuse and mental health service providers, school districts and others through community meetings, and provider boards to determine where existing resources can be enhanced. We will work closely with the established child welfare board to engage resources and informal supports as well as to solicit their guidance on strategic planning.

Our experience has taught us that success in achieving safety and permanency for children and families comes with the meaningful engagement of all the strengths and resources of a community. Our effort to date and as we continue is to reach out and bring every compassionate person and organization to the table to help us serve these children and families successfully as well as hold us all accountable.

1.2.1.9 Approach to deliver services that continuously meet child and family needs as defined in the service plan, including the capacity to access and provide appropriate quality services from multiple providers.

As stated above, PSC of Texas will not be providing direct services, but instead will utilize all of the provider agencies currently under contract with DFPS that are in good standing, indicate an interest in continuing to provide services under a performance based contracting method, and meet the minimum credentialing criteria to create the provider network. In addition to those agencies that have already indicated a desire to participate on the network, we will seek additional subcontractors as needed for core services that are determined not to be available or are inadequate for the proposed service array. We also plan to extend beyond traditional providers already under contract with DFPS.

PSC of Texas will reach out to community leaders to identify non-traditional services and supports that can be brought into the network—from faith-based services and supports, to connecting youth to business and education opportunities, to linkage with currently funded prevention and early intervention programs. PSC of Texas will aggressively pursue an agenda to solicit additional culturally diversified traditional and non-traditional providers to ensure that the system of care is culturally competent and diverse.

At the systems level, the Provider Council will convene every 30 days to review the operations of the SSCC. Representatives of the providers will form this council that will serve as an operations management team to evaluate services, outcomes, and performance to target areas of strengths and weaknesses and make systemic changes to improve services for children and families.

At the child and family level and indicated earlier, PSC of Texas will ensure that providers and support staff attend the Family Group Conference (FGC) when requested by DFPS, which will provide for all parties involved with the case (child, family, relevant community partners, care coordinators, service providers and DFPS) to come together in one place and be directly involved in the service planning
The coordination of services is of utmost importance to assure that children and families receive the services that most effectively meet their needs, in the right order, and of the necessary duration and intensity. High quality service coordination must assure best practice, the right intervention for families, and desired outcomes that support safety, permanency and well-being. PSC of Texas specializes in managing network models and has perfected the utilization management (UM) process where management and coordination for availability of an array of quality services to meet the needs of the children served is conducted. Section 1.2.2.3 below provides further detail describing the UM process.

1.2.2 Describe how your organization would manage the continuum of services. Include descriptions of:

1.2.2.1 Your organization's governing body

1.2.2.2 Proposed organizational structure, staff, capacity and procedures to manage service providers

1.2.2.3 Approach to implementing quality assurance (QA) and utilization management (UM) practices across the continuum, including

- Experience and qualifications of staff developing and performing QA and UM functions
- Proposed approach to collecting, tracking and using data, including outputs and outcomes data, to manage performance

1.2.2.4 Personnel recruitment, training and management policies and practices, including:

- How the SSCC will collaborate with DFPS in developing and delivering training
- Approach and strategies to retaining qualified, quality staff and caregivers
- System to ensure compliance with minimum qualifications during hiring and on an ongoing basis for staff and caregivers, both within the SSCC and with subcontractors
1.2.2 Response Space:

Describe how your organization would manage the continuum of services. During the start-up period, PSC of Texas will ensure the infrastructure and competencies necessary to provide the full continuum of paid foster care and purchased services required in Stage 1 have been developed and demonstrates readiness to implement the approved Management Plan, Community Engagement Plan, Provider Council, Community Advisory Committee, Training, Risk and Issues Management Plan, Disaster recovery and business continuity and finally, policies and procedures to support all aspects of service delivery, finance and administration of the SSCC model. Efforts to fine tune the Management Plan will be conducted and an updated version will be submitted at least 30 days prior to entering a new stage of implementation for DFPS approval.

Also during the start-up period, PSC of Texas will work with DFPS senior management staff to develop an operations manual to establish catchment area-specific protocols, including but not limited to, methods and frequency of communication, jurisdictional expectations, and clarification of DFPS and PSC of Texas' roles and responsibilities. This manual will be completed at least 60 days prior to the PSC of Texas accepting its first referral and updated at least 60 days prior to the implementation of Stages II and III.

Details regarding these management strategies and protocols follow in the sections below.

1.2.2.1 Your organization's governing body

The governing authority is the PSC Board of Directors, which works with the Corporate CEO to maintain an environment of quality while pursuing program improvements. The Board reviews and approves the annual strategic budget including a process for short and long range planning, and goals and objectives that address the improvement of services.

The organizational structure described herein is one which includes both national expertise and local presence in order to effectively facilitate the delivery of services in the region. PSC has national expertise in developing new models of care with strong local involvement resulting in enhanced community-based delivery systems of care.

PSC of Texas has a Board of Directors comprised of 3 members who oversee fiscal and operational issues: Fletcher McCusker, CEO and founder PSC, Michael Deitch, CFO of PSC, and Craig Norris, COO of PSC. All three board members are long term professionals in the social services arena, while Mr. McCusker is a former foster child and Mr. Norris is a licensed social worker. The Board will receive monthly reports on finances and performance; they will have direct contact with the SSCC Executive Director and will provide their input, advice and leadership to the project. This Board's personal and professional experience in child welfare and social services makes them highly qualified and strategically strong to support PSC of Texas as the SSCC.

It is the responsibility of the Board of Directors to establish policy in maintaining the quality of operations and promoting continuous organizational improvements and developments. At a minimum, the Board meets on a annual basis. The primary goal of the Board is to improve client care, (achieve safety, permanency and well-being) and overall services through effective leadership. The Board also reviews and approves the annual strategic business plan including a structured process for short and long range planning, and goals and objectives
that address the improvement of services. Finally, the Board participates in an annual evaluation of the effectiveness of the company's governance.

At a minimum, board roles include:
- Board Chair
- Vice Chair
- Secretary/Treasurer

Creating the sustainable value of any organization depends upon management of the business in a manner that is fiscally sound as well as clinically effective. The parent corporation of PSC is governed by an independent Board of Directors. We believe that the services offered by PSC of Texas can make a positive impact on the wider society and we work hard to earn the trust of all of our stakeholders, including stockholders, staff, and clients in our care. PSC of Texas will comply with stringent NASDAQ and Securities Exchange Commission requirements for corporate governance including maintaining a majority of independent directors (PSC Corporate Board of Directors), a compensation committee made up solely of independent directors, regularly scheduled sessions with only the independent directors present, independent audit committee directors, stockholder meetings and solicitation of proxies, review of related party transactions, and Code of Conduct. Further, strict compliance with the Sarbanes-Oxley Act, which requires strict internal control and oversight of the company’s accounting controls, practices and procedures, is monitored by outside independent auditors.

1.2.2.2 Proposed organizational structure, staff, capacity and procedures to manage service providers

PSC specializes in managing systems of care funded by state and federal entities. For this project PSC will mobilize relevant local expertise, systems and leadership to support and manage the transition of the SSCC. PSC of Texas will develop a system of community-based services and supports for children and families that ensures the effective and efficient delivery of a full array of services to improve outcomes, continuity of care, and the provision of timely and appropriate services. The provider group, now called the Provider Council, reached out and recruited PSC of Texas based upon its lead agency reputation and experience from other states.

The organizational and governance structure will support the delivery and accountability of services by establishing a local presence comprised of experienced executives dedicated to oversee PSC of Texas operations within the region. Executive positions for PSC of Texas will include the Chief Executive Officer, Chief Operating Officer/Licensed Child Placing Agency Administrator, Chief Financial Officer and Chief Information Officer. Under the direction of the CEO, the LCPAA will provide oversight of leadership staff in charge of the operation, including a System of Care Administrator, and Directors of Quality Management, Contracting and Monitoring and the Clinical Services.

At the PSC of Texas Corporate level the Regional Vice President, the State Director, the Regional Controller, and the Regional IT Director will be significantly involved in supporting the development of the administrative infrastructure, start-up and transition of administrative functions within the region including those outlined in Chapter 43 of the Texas Human Resources Code. This highly skilled and experienced management team will support local administrators in the development, implementation and maintenance of all SSCC operating and financial systems.
PSC of Texas will use performance-based contracts that recognize the achievement of outcomes and performance thresholds and respond to deficiencies of subcontracted network agencies. We acknowledge and agree to use the blended rate and blended case rate as compensation for all services provided to DFPS, and referrals will be driven by performance and geographic area. Providers who deliver more than one service will have separate contracts for each service to ensure compliance with applicable state and federal laws, regulations and rules, and to allow for more accountability for outcomes. PSC of Texas will utilize a system of Utilization Management and Quality Assurance Review to ensure compliance of providers within the Network.

The provider network will be managed through several levels of oversight, support, and accountability as follows:

- Credentialing, to assure the provider has the skills, qualifications, and capacity to perform the services identified
- Contracting, performance based contracting will be in place from the very beginning with those providers achieving the specific outcomes receiving additional referrals and those not achieving the outcome thresholds being mentored and brought up to performance expectation or terminated.
- Outcome performance, data analysis on performance will be evaluated monthly, each provider will be reviewed and any corrective action identified and monitored for completion.
- Quality Assurance reviews, 10% of all cases will be reviewed minimally, client satisfaction, client incident, and client safety/risk will be evaluated and any identified deficiencies will be documented and corrected.
- Utilization Management will assure the correct services are being offered in the correct frequency and duration
- Client satisfaction and community stakeholder surveys will identify how the provider is performing from the client's point of view and the stakeholder's point of view (include DFPS, CASA, Court, schools, family members, etc.)

Additional information regarding the QA and UM process of managing the network providers is described in the section below.

PSC of Texas has already begun the process of including stakeholders and understands the importance of maintaining exemplary relationships that support achievement of improved permanency outcomes for children, youth and families. We have held a variety of meetings for the purpose of developing a plan and of identifying current service providers who would like to be part of our Provider Network and Provider Council. Over the course of this past year Chris Card, PhD, Vice President for PSC's south region has met with DFPS for the purpose of asking for assistance in identifying current providers and other key stakeholders. PSC of Texas staff will continue to develop the plan during start-up. Some of the tasks involved in establishing the network will include:

- Defining the scope of service and type of provider needed
- Developing a Network Provider Packet (information explaining the PSC of Texas approach to the SSCC and the network development process)
- Continuing to meet with current providers to discuss services and system of care needs
- Finalizing a credentialing application for subcontractors and ensuring that all appropriate agencies are informed of the process
- Developing a model contract for performance based purchasing and monitoring of services
- Negotiating contracts with existing providers
• Developing a competitive process to be used if necessary for the development of service gaps
• Implementing a fair and equitable competitive process for bids providing special attention to culturally relevant providers
• Selecting providers and negotiating contracts.

1.2.2.3 Approach to implementing quality assurance (QA) and utilization management (UM) practices across the continuum, including

PSC of Texas has developed and implemented a Utilization Management and Contracting Model which will promote the delivery of child welfare services to ensure safety, permanency, and wellbeing for children who are in out of home care. Services are engaged in a coordinated, timely; yet cost effective manner. The model is designed to identify and reduce service gaps and duplication by ensuring that appropriate services are authorized to meet the needs of children and their families. PSC of Texas will work in collaboration with DFPS to identify, develop, and expand needed services and resources in order to achieve the common goal of providing quality services to children and families.

The focus of the Utilization Management and Contracting Model is effective management of allocated resources regardless of the funding source; proper utilization of contracted services and assurance that authorized services are provided with fidelity is demonstrated by effectively moving children towards permanency in a safe and stable environment. Further, PSC of Texas views Utilization Management as a support and resource to service coordination and the children and families we serve by maintaining an up to date directory of community resources and matching the right service at the necessary intensity for each child’s needs.

Goals of PSC of Texas’ Utilization Management and Contracting Model

• To improve the physical and behavioral health status of children receiving services that interact with the child welfare system by identifying and implementing service needs early
• To measure performance and contractual compliance in programs and services to ensure quality, identify opportunities for improvement, provide technical assistance and gain information on best practices
• To assist in the integration of resources to prevent duplication of services and promote cost efficient delivery of child welfare services that support permanency
• To identify opportunities to improve efficiency in the system of care and services by optimum usage of allocated resources and those available in the community
• To utilize enhanced or more restrictive placements only when necessary and appropriately recommended
• To meet professionally recognized standards in the delivery of child welfare services
• To deliver services in compliance with the SSCC’s cost allocation plan and at the appropriate level of care in a cost effective manner

Utilization reviews can take a variety of forms and can be conducted prior to services (prospective), throughout the duration of the case.
Providence Service Corporation

The Utilization Management and Contract Units reviews are separate from the clinical and quality management review process, yet the PSC of Texas model is designed to ensure constant communication and coordination in the oversight of services to ensure that services purchased on behalf of the client are clinically appropriate and of the highest quality to ensure safety, permanency and well-being. PSC of Texas believes by initiating and referring families for appropriate services in a timely fashion the length of stay for children in care can be reduced and every child can return to his/her family in expeditious manner.

Our best practice Utilization Management and Contracting Model will include the following elements:

Authorization

Prior to engaging any contracted or purchased PSC of Texas will determine if the proposed services are the right service at the right time. Recommendations can be made at any time for more appropriate services or alternatives based upon the service plan, case plan and specific goals to be achieved. Any denial of a service must include recommendations for alternative solutions.

Reviews/Monitoring

PSC of Texas will identify issues and outcomes early in services, monitoring progress of the service and providing technical assistance when necessary. This may include taking actions to promote timely corrective action by the service provider and coordination with other entities.

Information Technology:

PSC of Texas will provide a system for tracking authorizations, services usage, monitoring outcomes and detecting trends which are essential for balancing quality and cost effectiveness. Data collection and analysis will be an essential part of our role to assistance in resource management and future contract decisions. Additional information regarding this can be found in section 1.2.4.

Case Review System

On a quarterly basis, 10% of all cases served during the quarter will undergo a case review. When pulling the sample for the Tier 1 case reviews, PSC of Texas will use a 95% confidence level and 5% confidence interval. This means that we can be 95% confident that the files reviewed represent what is contained in the total population. The sample size will also be determined by using the total number of client’s served during the specified review period. The population size will include any case that was active for at least 9 months during the review period.

PSC of Texas will utilize the Child and Family Services Review (CFSR) instrument and a Texas version of the Child Welfare Integrated Quality Assurance (CWIQA) tool that we have used in our Florida operations as the foundation for our case review tool and process. Additional questions will be added based upon the community's strengths and weaknesses. As needed, targeted reviews will also be administered. These reviews will focus on specific needs within our community, and consumer serving population which will be determined
through the required CFSR case reviews. We have also developed risk factors regarding case reviews, a process that initiates a case review when certain risk factors are present. For the SSCC, those risk factors that will generate case reviews include:

a. Separated Siblings
b. Multiple moves
c. Incident reports
d. Length of stay in care relative to the age of the child.

Collection, validation, analysis, and reporting of data

PSC of Texas will primarily utilize the IMPACT and CoBRIS systems to collect and report data. We will also work with the providers to link their current data systems to CoBRIS in an effort to assist them in maintaining their business functions and avoid any duplicate data entry wherever possible. Quality Assurance staff will participate in the validation process through file reviews, contract monitoring, and outcome analysis. Validation techniques include cross matching data systems, valid samples of case review data and management report reviews to identify abnormalities. Our data services and utilization management will also verify data in IMPACT and assure that it matches with similar data in CoBRIS.

PSC of Texas is fully prepared to contract with only qualified personnel who are verified to be compliant with all state licensing requirements. As described earlier, PSC of Texas has established its primary provider base from organizations with established performance with DFPS. As a part of our oversight process, we will verify all licenses, credentials, and performance of our contracted providers to ensure quality and safety for the children and families that we serve.

PSC of Texas will credential its network in using standards we have developed through our experience. Within the scope of the credentialing process, PSC of Texas will also address the following for individual providers, agency providers, and group providers: (a) Licensing, licenses are verified via primary sources; (b) Accreditations are verified via primary sources; (c) Staff credentialing of provider staff. (Note: PSC of Texas staff does not provide direct care, as we are a network model and not a staff model).

Each service will have specified qualifications and staff will have to meet (EBP, Promising practices, etc.) those qualifications. PSC of Texas will maintain data on all specialized training and endorsements for practitioners to verify knowledge and experience. This includes all EBP's, Promising Practices and other specialties including Trauma Informed Care.

PSC of Texas believes that a broad based network offers maximum choice to clients and encourages all interested parties to apply and to be included in the network if they can meet the standards. Practitioners and providers are not eligible for contracting or review and approvals until they have successfully met all related standards for credentialing. The PSC of Texas reviews the standards of every applicant prior to eligibility for a contract and PSC of Texas will work closely with all providers who apply to our network to ensure they can meet required standards. As a point of transition PSC of Texas will request to review the licensing files of DFPS on providers applying to be in our network and if they prove to be in good standing with DFPS then we shall provide them a provisional status to begin operations until any missing credentialing information can be gathered and completed.
PSC of Texas will maintain a high quality network in the region with the scope of the network clearly defined in the policies and procedures. A comprehensive provider manual will be created and provided to all PSC of Texas network providers and defines the grievance and appeals process which is available to all providers. Termination procedures, including continuity of care for members, will be described in policies and in provider contracts.

Utilization Management (UM) is far more than a financial mechanism employed to achieve savings. Rather, a properly implemented program of UM is a way to ensure that services are delivered timely and flexibly in an individualized and culturally competent manner. PSC of Texas will employ a Utilization Review (UM) Department staffed with Senior Level staff with extensive successful child welfare and/or case management experience. The objective of the PSC of Texas utilization review is to assure optimal quality services are delivered in the most effective manner through appropriate allocation of the resources available. The provision of all child and family services will be reviewed on an ongoing basis by UM staff. Outcome expectations will be aligned with Child and Family Services Review standards and based on the concepts of least restrictive, wraparound, strength-based, culturally competent and goal-oriented case planning and service intervention. The utilization review process will continually monitor and evaluate the adequacy and appropriateness of the delivery of services, ensuring both children and families receive the right services, at the right times, and in the right amounts. Our utilization review process will draw on reports from our providers, review of Family Service Plans, internal staff meetings, staff supervision, and comprehensive data monitoring.

As the child and family progress through the service delivery system a continual, concurrent review of service need and level of care will take place. PSC of Texas will work with the providers and DFPS to maintain safety achieve permanency and target the reduction of the overall average length of stay in out of home placements. PSC of Texas will support the success of its providers through frequent structured reviews of both efficiency (timely progress towards outcomes) and effectiveness (clear evidence of success), followed by direct and constructive feedback. Quality Assurance (QA) staff assigned gives primary importance to monitoring child safety, while they review progress towards identified goals of service. All QA and UM processes will seek to ensure that children and their families make steady advancement toward permanency within the CFSR guidelines as defined in their individualized Safety Plan and Service Plan as well as the achievement of the outcome measures identified in the SSCC RFP.

The PSC of Texas Utilization Management and Quality Assurance processes are designed to provide accountability and continuous improvements for the continuum of care. The Utilization Review process focuses on how behavioral changes and other measures are used to assess progress toward family services plan goals and completion of tasks. Using data, PSC of Texas will be capable of determining the plan's effectiveness for an individual family and child, analyze the areas of strength and weakness, and ask for necessary and immediate adjustments to the plan.

**Experience and qualifications of staff developing and performing QA and UM functions**

PSC of Texas will draw upon our 8 years of experience as a lead agency in developing service referral and utilization management systems. Staff will have access to mature systems that been tested and proven to deliver service from a provider network. Within the PSC of Texas
the following staff will be responsible for designing, developing and implementing a system to manage service referrals:

- Executive Director; Masters Degree, Minimum of 8 years of senior management in child and family services with at least 4 years of budgetary responsibility.
- Chief Operating Officer/Licensed Child Placing Agency Administrator; Masters Degree, minimum of 5 years progressive supervision and management experience in child and family services and meets all requirements identified in Chapter 43 of the Texas Human Resources Code.
- Utilization Manager Director; Masters Degree and 3 years experience in utilization management within a child and family services environment.
- UM Support (4 FTE); Bachelors degree and 5 years experience in child and family services (prefer Region 5 experience) with a minimum of 1 year experience in utilization management.

Within the PSC of Texas, the following staff will be responsible for oversight and the service referral day to day operations under the direction of the LCPAA:

- Quality Assurance Director; (1 FTE) Masters Degree and 5 years experience in child and family services with a minimum of 2 years experience in quality assurance in child and family services (prefer experience in Region 5)
- Quality Assurance Specialist; (2 FTE) Bachelors degree and 5 years experience in child and family services with a minimum of 2 years in quality assurance in child and family services.
- Intake Director; Masters Degree and 5 years experience in supervision within a licensed child placing agency. LPCAA preferred
- Intake Specialist (5); Masters Degree preferred and 3 years experience in child placing activities within a licensed child placing agency or Bachelors degree and 5 years experience in a child placing agency.

Proposed approach to collecting, tracking and using data, including outputs and outcomes data, to manage performance

PSC of Texas will primarily utilize IMPACT and CoBRIS systems to collect and report data. We will also work with the providers to link their current data systems to CoBRIS in an effort to assist them in maintaining their business functions and avoid any duplicate data entry wherever possible. Quality Assurance staff will participate in the validation process through file reviews, contract monitoring, and outcome analysis. Validation techniques include cross matching data systems, valid samples of case review data and management report reviews to identify abnormalities. Our data services and utilization management will also verify data in IMPACT and assure that it matches with similar data in CoBRIS.

Five Points & Associates, Inc. (Five Points), an IT Provider (see more info below in section 1.2.4) will provide assistance with process analysis and data requirements necessary to document outcomes and outputs, drive evidence based practices, manage and report data on clients, client services and evaluate provider and staff performance. Through their experience they understand the important role information systems play in supporting policy and making critical decisions necessary to improve efficiency and outcomes. Five Points focuses on customizing the management tools and software to be user friendly and easily accessible for all staff and will leverage this experience to provide similar services and products to the SSCC to ensure the eight indicators as adopted by the Public Private Partnership are the foundation for managing performance.
1.2.2.4 Personnel recruitment, training and management policies and practices, including:

PSC of Texas will recruit qualified staff based on the needs of communities with the overall goal to have a healthy balance of professional staff that is representative of the populations served starting with the many staff that are currently employed with DFPS. PSC of Texas will continuously seek out bilingual professionals and/or professionals holding certification and experience serving special populations. Methods of recruitment will include posting job announcements internally, in local and statewide newspaper advertisements, at educational institutions and internship programs, and on internet job sites. PSC of Texas employees will also recruit through networking, involvement in professional organizations, and representation at community events.

Training is a fundamental component of the pursuit of quality services within PSC of Texas' system of care. Subject matter experts within the network and community resources will be used to assure that all new staff is trained in core competencies while meeting or exceeding minimum requirements and to utilize training to assist staff in developing advanced skills, understanding investigative and legal processes and the community-based care system and remaining updated on system changes as they occur.

In addition, the Corporate University of Providence will be used as a resource, which provides employees and future leaders with opportunities to build the skills and knowledge they need for job satisfaction and to meet and surpass performance expectations. Through various learning opportunities, the Corporate University of Providence enhances our staff’s skills and knowledge base, while providing the continuing education needed to increase professionalism and maintain licensing credentials.

PSC of Texas quality assurance staff will assure that all training opportunities within the system of care lead towards accomplishing our mission and meeting outcomes. Training opportunities for staff will be available through three different resources:

- Training provided through the PSC of Texas Corporate University
- Training provided by subject matter experts within the network and other community resources
- Training provided by DFPS (Trauma Informed Care, Disproportionality and Cultural Competency, and Knowing Who You Are at a minimum

Sub-contracts with community providers will spell out training requirements that we will expect to be achieved by all staff working within the system of care. These training requirements will focus on child safety, ethics, case planning, and interactions with families. PSC of Texas' contract managers will monitor each provider for adherence to these contract terms.

At a minimum, orientation training must include an overview of the relevant and applicable DFPS and federal rules, the history, philosophy, organizational structure, programs, policies and procedures, a description of the services offered, the needs and characteristics of children served and staff responsibilities.

A total of 27 hours of Pre-Service training will include at a minimum corporate ethics, reporting abuse and neglect, confidentiality and HIPAA, emergency preparedness, cultural competency, and security awareness. Additional training required as appropriate includes PAPH
(i.e. Emergency Behavior Interventions), medication management, adult/infant CPR and First Aid, medical consenter training and Trauma Informed Care. These items are also included in an annual training requirement in addition to transportation safety, professional ethics, civil rights compliance and infection control.

The ultimate goal of the training program is to assure that all staff who are involved in the system understand that the goal is to not only focus on following statutory and regulatory guidelines, but also on providing caring assistance to children and families. In addition, the primary focus of training will assure that logical and common sense decisions are made with the best interest of the children and families. Training will also ensure that staff has the resources and guidance that provide them with an opportunity to perform their roles in a way that is rewarding for them.

How SSCC will collaborate with DFPS in developing and delivering training

PSC of Texas has learned from experience that it is essential to join with the department and the providers in training all staff at all levels on core system domains. We strongly support the concept of cross training and co-training bringing the staff together as frequently as possible/practical through training to also build relationships and assure that all parties are operating with the same knowledge and goals.

All providers must agree to have staff attend training on the system of care model including training to support attainment of safety, permanency and well-being for children in their care, Trauma-informed care training as well as training on Disproportionality and Cultural Competency. PSC of Texas will work with DFPS in providing 6-8 hours e-learning and 12 hours of classroom training on Knowing Who You Are. As new staff are hired those who occupy specific jobs within provider network organizations will be required to attend any and all training conducted by DFPS. A minimum of 40 hours annually will be required for case management staff, direct care staff in residential and group home settings, and key system staff. PSC of Texas will utilize an internal information system to track training. Foster Parents will be required to receive training in accordance with the state licensure standards.

Approach and strategies to retaining qualified, quality staff and caregivers

The PSC of Texas team brings a wealth of experience in dealing with and minimizing these very common problems and issues within the child welfare service arena. We have experienced and resolved turnover issues, but this work is recognizably very stressful and the job of staff support and stability is never finished; it is an ongoing issue that must be continuously addressed. We have found that applicable and timely training along with strong supervision are the best keys to success.

Turnover among professional staff within the child welfare system can have a ripple effect extending beyond the possible disruption of services to clients. Since client services cannot be put on hold, remaining staff members may be negatively impacted by having to absorb the caseloads of vacating staff. With these added responsibilities, stress and anxiety levels increase, thus creating a situation where more staff may decide to leave.

While traditional retention techniques such as performance-based bonuses and salary increases are used in the child welfare services program, PSC of Texas will be proactive and creative in addressing staff retention issues. We will start by making every effort to hire the right
person, with the right qualifications for the job. We know and understand the stressors and issues in this field and we use a number of
recruitment and interviewing techniques to help assure that we are getting the right qualified people in these positions.

PSC of Texas also recognizes that increasing retention and reducing turnover is dependent upon effective or transformational
leadership. This philosophy originally introduced by James MacGregor Burns (1978) was extended by Bernard Bass (1985) to explain
how transformational leadership can be measured as well as how it impacts motivation and performance. The extent to which a leader
is transformational, is measured first in terms of his influence on staff/followers, (trust, admiration, loyalty and respect) and because of
these qualities are willing to work harder than originally expected. These outcomes occur because this leader provides staff
intellectual stimulation and individual consideration; they encourage staff to come up with new and unique ways to challenge the status
quo and to alter the environment to support being successful. (Burns, J.M, (1978), Leadership, N.Y, Harper and Row.; Bass, B. M,
(1985), Leadership and Performance, N.Y. Free Press.)

The following table identifies differences between transformational and traditional leadership.

<table>
<thead>
<tr>
<th>Traditional Leadership</th>
<th>Transformational Leadership</th>
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<tbody>
<tr>
<td>Sees people as source of problems; blames them for poor performance</td>
<td>Sees the system as source of problems; continuously improves system process</td>
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<tr>
<td>Emphasizes quantity of outputs</td>
<td>Emphasizes quality of service</td>
</tr>
<tr>
<td>Rule bound</td>
<td>Value driven</td>
</tr>
<tr>
<td>Supervises and corrects</td>
<td>Coaches and cheerleads</td>
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<tr>
<td>Meddles in people's work</td>
<td>Helps people master work methods</td>
</tr>
<tr>
<td>Tampers with processes</td>
<td>Gathers trend data on processes</td>
</tr>
<tr>
<td>Sees turf battles as inevitable</td>
<td>Encourages and rewards cross functional cooperation</td>
</tr>
<tr>
<td>Makes subjective decisions</td>
<td>Bases decisions on &quot;objective data&quot;</td>
</tr>
<tr>
<td>Audits and inspections are main guarantee of quality</td>
<td>Improvement of work processes is the key to quality</td>
</tr>
<tr>
<td>Short-term focus</td>
<td>Long-term focus</td>
</tr>
<tr>
<td>Emphasis on individuals with only a few considered &quot;winners&quot;</td>
<td>Development of intact work groups where everyone can be a &quot;winner&quot;</td>
</tr>
<tr>
<td>Punishes mistakes, hides or rationalizes problems</td>
<td>Encourages discussion of problems and sees mistakes as learning opportunities</td>
</tr>
<tr>
<td>Issues orders</td>
<td>Involves people in decision making</td>
</tr>
<tr>
<td>Protects image of always being right and &quot;on top of things&quot;</td>
<td>Is willing to admit errors and then search for better ways</td>
</tr>
<tr>
<td>Primary emphasis is on control</td>
<td>Primary emphasis is on learning</td>
</tr>
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Although it is difficult for organizations to master with perfection the items listed above, it is critical to have practices in place that strive
to reinforce this transformational philosophy to ensure that quality staff are retained.
For example, many studies have been conducted on turnover and identifying the precipitating events that cause an employee to "up and leave". The most common is the relationship the employee has with the front line manager. In recognizing this, we feel that it is critical that leaders and managers demonstrate respect for their employees. We reinforce this by listening to our employees, using their ideas whenever possible and never ridiculing or criticizing in front of others. In fact, we recognize that employees respond to a positive culture where their efforts are rewarded, recognized and celebrated. We have many programs in place that demonstrate this commitment listed below as examples.

Critical to engaging staff in developing and maintaining a positive culture is providing opportunities for career and personal growth through training and education. By giving staff the opportunity to enhance their knowledge base, we as leaders reinforce their belief that we value them as employees. It also gives them an opportunity to share their knowledge through presentations, mentoring of others and team/group assignments, which increases their self-esteem and gives them a sense of pride. PSC of Texas places an emphasis on training and understands the importance of providing these opportunities.

PSC of Texas also recognizes that communicating goals, roles and responsibilities is key to creating a culture of commitment, reducing ambiguity, frustration and therefore reducing turnover and increasing retention of quality staff. Involving employees in decisions that affect their jobs and the overall direction of the company whenever possible also reinforces their commitment and loyalty.

Further, PSC of Texas is creative in initiating retention strategies, and we particularly value suggestions made by staff. Examples of practices designed to enhance staff morale and promote staff retention that have been used throughout PSC include:

- Staff bonuses based on meeting performance standards and for "going above and beyond";
- Recognizing Employee of the Month and Employee of the Year in the agency-wide newsletter;
- Awarding bonuses for creative and innovative systems improvement suggestions submitted to the CQI Suggestion Box;
- Providing company owned vehicles for staff use in transporting clients locally and throughout the state;
- Arrangement for rental cars when company owned cars are not available for out of county travel;
- When a staff member has a long drive time or is traveling late at night, providing hotel accommodations;
- Hosting staff morale luncheons;
- Recognizing staff birthdays and anniversaries;
- CEO personally contacting staff who are traveling out of state to ensure the safety and well-being of clients and staff;
- Purchasing holiday gifts for foster children;
- Establishing a hurricane fund that staff were able to access without having to pay the money back;
- Making arrangements with a local fuel company to provide gasoline to staff during the aftermath of hurricanes;
- Hiring teachers to provide an on-site school when schools were closed following hurricanes, relieving employees of child-care concerns and making it possible for them to return to work;
- Purchasing and donating supplies for family members of staff who were affected by the Haiti Earthquake, as well as making a cash donation to HERO (Haiti Emergency Relief Organization) in Palm Beach County to assist with relief efforts;
单源连续合同用于住宅儿童照护：重新设计和改善寄养护理方法

- 重新布置办公空间，移除隔间，将工作人员放置在围隔的办公室;
- 增加可赚取的休假时数；

此外，我们的监督人员会密切关注工作人员，以确保他们能在40小时的正常工作周内完成其职责，避免长期的工作时间消耗他们的精力和热情。重要的是工作人员能在合理的工时下工作，并能合理地休假。

如早先所述，直接与客户接触将通过我们的供应商网络进行，因此网络成员将受到我们为自己的工作人员所采用的相同招聘和保留实践的支持。PSC of Texas将为那些具有高流失率的组织提供指导和支持，帮助他们进行根本原因分析，以确定导致高流失的具体因素；以及领导力评估工具将被建议以协助进行分析。

系统确保在招聘过程中及在员工和护理人员的持续基础上，符合最低资格要求

PSC of Texas将确保工作人员的资格符合所有法律、法规和/或规定的定义。我们打算吸引正在DFPS工作中的有才能的工作人员，让他们在这个领域继续提供经验和服务。我们将鼓励任何从DFPS中被解雇的工作人员申请我们的职位，如果他们具备这些职位的资格，他们将获得优先考虑。

在招聘过程中，我们将进行由至少2名管理级别的工作人员和人力资源支持的团队面试，作为规则。这些面试将是结构化的，并包括特定情景式问题，要求申请者描述他们如何处理某些情况。此外，我们还将使用基于能力的筛选工具，包括对简历和申请表的全面审查，以及专注于工作人员需要的底层能力，即性格、价值观和特质。我们的最后一步是进行彻底和完整的参考核查，包括先前雇主和其他提供的推荐。

一旦员工被雇佣进入合适的位置，我们将提供强有力的持续支持和监督。初步的培训和入职过程将开始于任命职责之前，每个员工都将跟随一个在相同职位有经验的员工一起实习和学习。国家人力资源研究发现，大多数人将在入职的前90天内决定他们是否要继续在这个职位上。因此，欢迎新员工加入组织的初步过程对长期稳定性有重大影响。我们的入职过程不只是提供员工入职培训，还包括向员工介绍整个护理系统，为新员工提供其在整体框架中的角色理解。经常与员工沟通，了解他或她在新工作的适应情况。除了在试用期结束时以及每年进行绩效评估外，监督人员和导师将提供频繁的机会来问问题和提供反馈。

PSC of Texas将确保网络提供者及其工作人员符合所有相关标准，通过认证程序。认证人员和提供者在获得合同和审批前，必须满足所有相关要求。PSC of Texas认证委员会将对每个申请人的标准进行审议，只有当他们满足所有相关要求后，才能获得合同和审批。
of Texas will work closely with all providers who apply to our network to ensure they can meet required standards. All providers selected through the credentialing process will be required to certify that all staff have completed criminal and abuse history background checks. In addition, all contracts and rate agreement or purchasing documents will include language outlining the requirements of background check as applicable under Texas law. Personnel files will be monitored as part of the contract monitoring process to ensure that ongoing compliance with requirements are maintained. Providers within the network will be required to develop policies and procedures to address minimum qualifications at hire in addition to an ongoing basis if they do not already have them in place.

Again, as the SSCC we will require each provider agency to have a competent policy to verify all staff credentials, licensures, certifications, experience, education, and other representations. Through the initial credentialing process, readiness review, and ongoing monitoring/re-credentialing we will verify the sub-contractors are complying with our policy.

In addition, persons who desire to be licensed foster parents must undergo background screening as a part of the licensure process and annually thereafter for the purpose of re-licensure. Relatives who wish to provide kinship care to a family member that are identified on the Placement Resource Form (mandated by Chapter 261.307 of the Texas Family Code) will be required to undergo criminal and abuse history background screening, as well as a home study. No child shall remain in a kinship care placement in which the required background screening and home study is not completed by the Adversary Hearing (within 14 days) to ensure that information is available to the court. Use of available background screening technology and working agreements with law enforcement will be utilized for kinship care screening.

Once each provider agency's Human Resources department has completed the hiring process, the new staff member will be set up in the CoBRIS system. This new staff member will be assigned a strict role in the system that only pertains to their job description - viewing data and system functions on an as needed basis. When this new user is set up the system can require the credentials and background checks to be entered into the user profile, certificates or background approval docs can be uploaded and attached to the user profile as backup documentation. The CoBRIS system will then prompt our team when background checks or training needs to be updated by that staff member. A sample screen from the CoBRIS system is shown below.
### Staff Information

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<thead>
<tr>
<th>Photo:</th>
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<tr>
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<tr>
<td>Destroy Medications</td>
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### 1.2.3 Describe system, practices and procedures to ensure timely payment, appropriate utilization, and on-going management of financial resources.

#### 1.2.3 Response Space:

Providence Service Corporation, PSC of Texas' parent corporation, has fourteen years of experience managing provider networks. During those years we have developed a robust infrastructure that provides and manages government sponsored social services through provider contracts with federal, state and local governments or government intermediaries, and contracts with not-for-profit social services organizations. Contractual programs are supported by administrative departments of Accounting, Billing and Collections, Human Resources, and Information technology. The Licensed Child Placing Agency Administrator (LCPAA) and Utilization Management staff will manage the
provider network and provide authorization, utilization, and claim adjudication services. Five Points & Associates, Inc. (Five Points) will be contracted to develop and manage the software applications for data collection, analysis and reporting as well as integration with state data sets.

Five Points and the Information Technology support systems will be used to process a statistical data, client encounters, operations management, document storage, client tracking, authorizations, payments, utilization review, office administration, and field activities. The department ensures program data security, provides technology resources and will be used as needed, to maintain the efficient operation of all information systems.

The LCPAA and Utilization Management Department will use CoBRIS, a Five Points proprietary software product, designed to support:

- Client service authorizations,
- Claims for payment,
- Provider credentialed services and associated rates,
- Client demographic information and eligibility,
- Eligibility,
- All service descriptions and rates within the provider network and the Community Service Supports,
- All encounter data
- Provider and practitioner credentialing.

The client, authorization, and provider modules combine to give the UM Specialist a comprehensive look at a client and his or her respective progress. Together, they also enable a provider to quickly implement decisions emanating from the family team meetings that call for a change in services delivered.

The system tracks dollars allocated through its authorization module. This is summarized on an individual client basis as well as calculated daily enabling us to monitor dollars allocated up to the minute. When those authorizations become claims the dollars spent are recorded through the system’s claims module. The claims module reports spending by client, diagnosis, treating provider, and type of care (service) provided. CoBRIS will also create and export reports of fiscal information that can, in turn, be imported into IMPACT.

The reports can be provided in summary by client population, by type of service, by diagnosis, by area, by provider, or by a combination of all of the above. A detailed report by client can also be generated using the same criteria. All of these reports focus on the financial management of a client’s care and benefit.

The PSC of Texas Utilization Management and Quality Assurance processes are designed to provide accountability and continuous improvements for the continuum of care addressing appropriate utilization as well as on-going management of financial resources. The Utilization Review process focuses on how behavioral changes and other measures are used to assess progress toward family services plan goals and completion of tasks. Using data, PSC of Texas will be capable of determining the plan’s effectiveness for an individual family and child, analyze the areas of strength and weakness, and identify necessary and immediate adjustments that providers can make to the
Although Utilization Management (UM) is used as on-going management of financial resources, it is far more than a financial mechanism employed to achieve savings. Rather, a properly implemented program of UM is a way to ensure that services are delivered timely and flexibly in an individualized and culturally competent manner. PSC of Texas will employ a Utilization Management and Quality Assurance (QA) Department staffed with Senior Level staff with extensive successful child welfare and/or case management experience. The objective of the PSC of Texas utilization review is to assure optimal quality services are delivered in the most effective manner through appropriate allocation of the resources available. The provision of all child and family services will be reviewed on an ongoing basis by QA staff. Outcome expectations will be aligned with Child and Family Services Review standards and based on the concepts of least restrictive, wraparound, strength-based, culturally competent and goal-oriented case planning and service intervention. The utilization review process will continually monitor and evaluate the adequacy and appropriateness of the delivery of services, ensuring both children and families receive the right services, at the right times, and in the right amounts. Our utilization review process will draw on reports from the providers as well as comprehensive data monitoring.

As the child and family progress through the service delivery system, a continual, concurrent review of service need and level of care will take place. PSC of Texas will work with the provider and DFPS to maintain safety, achieve permanency and target the reduction of the overall average length of stay in out of home placements. PSC of Texas will support the success of the network providers through frequent structured reviews of both efficiency (timely progress towards outcomes) and effectiveness (clear evidence of success), followed by direct and constructive feedback. QA staff give primary importance to monitoring child safety, while they review progress towards identified goals of service. All QA and UM processes will seek to ensure that children and their families make steady advancement toward permanency within the CFSR guidelines as defined in their individualized Safety Plan and Service Plan.

PSC of Texas will comply with 45.152 of the Texas Human Resource Code regarding payments to providers. Network providers will be paid a daily rate for services with 1 to 3 percent of that rate dependent on the achievement of performance expectations. Those providers that fail to meet performance expectations not only will not earn the 1 to 3 percent withheld but will also receive fewer referrals of children and may be taken off the referral list altogether. This methodology will assure providers have a clear incentive to meet performance expectations and provide quality care.

Ongoing management of financial resources will also include placing contracts out for bid periodically to incentivize performance. There are three primary methods of procurement. They are: a) Small Purchases, b) Competitive Solicitations, and c) Exceptional Purchase Contracts. To determine the appropriate method of procurement to use, the following will be known: the services for which the contract will be awarded, the funding sources of the contract, the amount of funds anticipated to be spent on the contract, the type of provider (if possible), and the manner in which the amount of payment is determined. Regardless of the method of procurement used, all procurements should be in the best interest of the PSC of Texas and the state of Texas.

Whenever procurements involve federal funding, any additional procurement requirements included as conditions of the grant award will be identified. To best accomplish this, Providence contract managers are required to work with DFPS grant project director/manager regarding these issues involving federal grant requirements.
To ensure timely payment, providers will be expected to submit an invoice to PSC of Texas monthly either electronically or by paper utilizing a format designed by PSC of Texas and DFPS. PSC of Texas will review the invoice and compare to specific data elements and provider submitted budgets with a decision to approve or disapprove within five (5) business days. Invoices that are reviewed and not approved will be sent back to the provider with specific details of the issues resulting in the disapproval. The provider can re-submit an invoice at any time. Upon approval of the invoice PSC of Texas will issue payment within thirty-five (35) days to the provider. Providers will be required to pay foster families within seven (7) business days of the end of the month for the previous month's care. Providers may apply for an advance payment from PSC of Texas to assist in the cash flow of these payments.

UM reviews will also be done through the use of staffings and group review as each provider will have a UM Specialist assigned. The UM Specialist will be available to facilitate a discussion regarding requests for services and concurrently, of cases that are close to exceeding or past the targeted LOS. The UM Specialist will also be available for collaborative work with the provider's supervisors and case management staff. Performance contracting is an integral part of the PSC of Texas' planning, budgeting, and evaluating system. Outcomes and Outputs are performance measures. They will be quantifiable and specific enough to give clear direction, to be understood by both PSC of Texas and provider staff. In addition, performance measures will focus on the desired results of the contract goals.

PSC of Texas will continue to pay the providers in accordance with the contract negotiated and executed between PSC of Texas and these subcontracted providers regardless of disputes between PSC of Texas and DFPS, as long the services contracted for with the provider are still deemed reimbursable to PSC of Texas under the SSCC contract with DFPS.

All providers providing direct service to children active in the network shall be required to delineate their ability to access Medicaid Fee for Service or make arrangements for another agency to provide these services directly to the children.

PSC of Texas will provide written notice to DFPS of all provider terminations at least 15 days prior to the termination. This requirement will be included as part of PSC of Texas' agreement in all contracts.

1.2.4 Describe technology your organization will use to collect, manage and report data on clients and client services, outcomes and outputs

1.2.4 Response Space:

As indicated above, the PSC has many years of experience in the design development and implementation of robust databases with multiple interface components to allow data to be tracked and analyzed for various purposes throughout the organization.

Keeping in line with all other portions of the PSC of Texas business, we plan to leverage existing resources of the current providers in the community of the region. Our team is uniquely seeded, through the experience of our members, to develop seamless, transparent technology solutions that connect current resources instead of using funding to recreate technology resources. Our technology structure will allow maximum resources to be applied to the youth we are servicing in order to support their care.
PSC of Texas recommends a data portal model for the technology integration in response to the RFP. The SSCC data portal model will provide the single point of entry of the data sources which serve the needs of children and Family services community in the region. The data will be made available for reporting, querying and (in some cases) editing via a series of dynamic web applications implemented by PSC of Texas. The data portal, otherwise called the PSC management system software, will allow PSC of Texas to collect this data from our staff, our provider network, IMPACT and other potential sources in order to track outcomes, utilization, access to services, service delivery and quality of care; our team will analyze data sets to ensure optimum communication of delivery to enhance the feedback loops between PSC of Texas and DFPS.

In order to develop the integrative technology of the PSC of Texas software solution we plan to draw off the experience of our member companies; Five Points & Associates has extensive expertise in the area of:

- Design, development and implementation of software solutions for child welfare service agencies, both SSCC type contracts and Provider agencies,
- User friendly software solutions that allow technology to be seamless interfaced into a Provider's system of care
- Interface with State SACWIS systems
- Compliance with requests from various stakeholders groups as to what functionality is required within a database
- Compliance with State Agency standards and policies for submitting and uploading data sets for a vast array of provider data
- Integration of data sets, with the ability to sort and report on data for cost, utilization, timeliness and quality of care
- Developing data feedback loops within large organizations of providers so that management can make informative decisions bases on data and performance

The PSC of Texas management system has a proven software tool that will be implemented with our team immediately upon readiness and transition. Our Team will transition software we have used in other locations where we provide information systems for case management within a community-based service delivery model. Our work in a very similar environment in Florida resulted in the Development of the "Community Based Resource Information System" (CoBRIS), a flexible, modular software application designed specifically for use in a community-based system of care. CoBRIS is designed to work with a SACWIS, supporting monitoring and reporting of staff and provider performance and providing quality assurance checkpoints to ensure data is entered correctly in the statewide system of record, in this case, IMPACT.

The PSC of Texas strategy for Information Systems is to begin with CoBRIS as the foundation for an PSC internal management information system to fulfill the data and reporting requirements of the SSCC put forth by DFPS, while adding or enhancing the system to achieve required functionality. As developed in Florida, CoBRIS offers the foundation for many of the SSCC data systems requirements, such client and foster home tracking, real time matching, subcontractor management, incident reporting, staff training, child education and medical tracking and many other non-IMPACT functions. In addition, the flexible design allows the SSCC to quickly add functions not currently found in IMPACT or CoBRIS, such as community engagement, SSCC outcome reporting and analysis, client satisfaction surveys, financial
system, integration with our dispute/grievance tracking, etc. Through the use of workflows, scripts are developed to guide the user through the data entry process, so that data is entered in a timely manner. It can also be used to validate data entered directly in IMPACT and alert workers or supervisors as to missing or incorrect data. By using a system already functioning in a similar environment, we can apply lessons learned and avoid many of the risks associated with building a system from scratch.

**Data Portal Model, Integrating Established Resources**

PSC of Texas will use the CoBRIS system to ensure documentation is timely and accurate throughout the continuum. Our Team is bringing a software system that can immediately be ready to use for all Three (3) phases of the SSCC contract. PSC of Texas is proposing a data portal type model for our data tracking. The PSC of Texas software will be available for use by SSCC staff and any Providers in PSC of Texas network in need of an electronic tracking system. Additionally Providers in our network that already have invested in an electronic tracking system will continue to use their internal software, but will be required to send specified data elements to the SSCC in an agreed upon format and timeline. The PSC data tracking model will ensure:

- All case workers screen to enter data into automated, standardized, and evidence based screening and assessment instruments to improve proper evaluation
- Automated referral and authorization within the PSC of Texas Provider Network
- Track services array by location for all children in our region
- Utilization management including but not limited to timeliness, cost and quality of care, outcomes analysis;
- Capacity to receive daily import / “read only” of IMPACT data for use across the SSCC staff and Provider network

Our software incorporates the Provider network information (vendor name, services, location, specialties, openings, etc.) and draws from the IMPACT data feed (if possible) the case/child information so SSCC staff will complete the intake and referral with accurate information quickly and maximize our integrated service system. Additionally, The PSC of Texas software includes the following ready to use modules; each of these modules are in compliance with any Texas Licensing Minimum Standards.

**Case Management Module**

The Case Management Module allows front line staff and agency management access client information quickly and accurately. Key features include a dashboard of the Case Manager’s caseload with an indicator of the number of face-to-face visits within the past month, home visits, training events, recruitment events, and reminders for other case/home management events. These critical activities are tracked for timeliness with management visibility to critical activities approaching a due date. Combining a snapshot of current caseload information with the ability to drill down into specific detailed information gives the worker the ability to see historical information for a given child or home. This module will adjust nicely to allow provider staff to input and view critical data, service plans, encounters, and progress notes. This module will be utilized by the independent children’s case management staff and the CPA provider agency case management staff to track their activities and the progress of the child towards the service plan tasks, education, and permanency. If a Provider has already invested in an internal data system we will work with that Provider to determine the best use of resources for transferring the data to the SSCC CoBRIS system, those methods may include direct data entry, excel import or secure data interface with that Providers’
This database is a very robust data system that will collect all aspects of the services being provided.

PSC of Texas will be responsible for the data entry of all required PMET data elements into DFPS PMET data system for the SSCC contract. PSC of Texas will assess the collection and these data elements and employ the most accurate and timely process for entering the data into the PMET system.

**Client Management Module**

This module centralizes client information into a single Face Sheet for each client or resource home. A Face Page is the “home page” for either a child or resource family recorded in the system. Staff can use Face Pages to view demographic information for a child, and to keep track of changes in a resource home’s status. A child’s Face Page lists name, date of birth, gender, race, ethnicity, social security number, and includes the child’s current picture. The Foster Home Face Page includes demographic information, child(ren) currently and historically placed in home, license status, training required status, preferences, notes and visit links, and other data links.

Users can easily access standard demographic information through the Face Page, as well as information on the child’s goal, legal status, placement, eligibility, and other siblings and participants in the case. This Face Page also can connect with outside data sources to display information from various agencies (schools, juvenile justice, Medicaid, etc.).

The Intake/Admission function allows intake staff to quickly enter Child or Home demographic data such as name, age, race/ethnicity, special needs, matching criteria last removal data and scan client documentation which populates the client data files. Additionally, it has the ability to search for current or historical data on clients, and links to all historical documents.

**Recruitment and Foster Home Module (Providers)**

The Provider Recruitment and Foster Home module is customized for local agencies to input and track in-depth information about foster homes, from initial inquiry through training and licensure. Standard information tracked in this module includes demographics, address, phone number, and the children who currently reside in the home. This module also houses placement criteria for placement preferences used by the child placement search for both foster care and adoptive homes.

The Provider Recruitment and Foster Home module helps workers track home study packets and renewals, background check requirements, training completion, post adoption supports, and visits/alerts on that home. Agency management and other stakeholders can then use analytical tools and data to provide increased recruitment and retention of foster families. This module also allows for the placement staff to search and locate the best fit foster home placement for any child. PSC of Texas will utilize this at intake along with the extranet system to properly match children and homes. This module contains every piece of information required and necessary for each foster home. Each provider will input directly into this module or will upload the information electronically. Through this module we will be able to track the recruitment, training, licensure, placements, and all other aspects of each foster home. Also this module tracks homes that were recruited by PSC of Texas or homes that were transferred in. There are several alerts within this system to notify the provider agency and the SSCC of renewal and training dates, placement contraindications, and any other item we would choose to monitor.
Intake Module and Purchase of Service Module

Phase 1 – Placements / Foster Care

The intake will be logged in PSC of Texas software with all required demographic and case specific information necessary in order to review and to authorize placement services to one of our network providers. Our team will make automated-paperless requests for services, this will shorten the processing time, and provide accountability by time/date stamping actions in order for us to ensure services are rendered in a timely manner, streamlining the authorization process and as a result expedite service delivery. The process is initiated and managed through one central operation of utilization management to assure consistency, timeliness and accountability.

The PSC software Intake module serves to fill in the gaps of the Texas extranet and allows PSC to track all documentation regarding the child; the Intake module provides a “dashboard” view of all placement requests, with the ability to search for a Provider in our network based on characteristics and location of the child, siblings placed, home type requested and many other factors. The dashboard reporting feature allows the user to pull reports on the SSCC Provider network such as number of placements by type, length of time required to make each placement, location, reason for placement, and total board cost. The Intake/Placement module also provides the agency with the ability to pull reports for a daily monthly or annual summary, and it also has the ability to view the length of stay, placement stability of clients, census by Provider.

The PSC Intake desk is contacted (can be electronic referral) to refer a case to the provider agency for services. The PSC staff member reviews the intake to assure it meets the contractual standards and accepts the case. Child demographics are entered into the CoBRIS system, allowing the SSCC to match the child with a Provider and foster home based on specific matching criteria. The CoBRIS system has a GIS overlay which allows the PSC intake staff member to visually see a map of the types of homes in the vicinity to the child’s home of removal as well as census, preferences, license status, incident reports and Provider contact information. Placement match and confirmation is expected to take less than 30 minutes on average. Again, this module will have every placement provider and foster home information to assist in the timely and accurate placement of each child.

Phase 2 – Purchase of Service

Every subcontracting agency, individual, group, or association will be added to this system, we will track their units of services and performance as well as billing and payments through this system. We will be able to provide robust reports on our provider network, units of service, costs per service type and/or per child, as well as much more. This system will contain all the demographic, professional, licensure and credentialing information for each provider as well as the types of services they provide.

Request: I. Once the intake is accepted by PSC staff and services are authorized and the provider has one business day, or the contractually defined time to initiate services (initiation here minimally means connecting with the family and setting up the first appointment that must take place within an appropriate amount of time to meet the contractual expectations and that are consistent with the service type). The selection of the contracted network provider is based on several criteria including:

- Child's placement location
Single Source Continuum Contract for Residential Child-Care: A Redesigned Foster Care Approach

Match the service with the provider’s service area, contracted expertise, prior history with family or child, and availability.

Provider’s performance history with this specific service (those providers that are successful with achieving stated outcomes will receive first priority for referrals)

Provider’s capacity to match the culture needs of the family and children

Provider’s current volume of authorized services and their stated capacity

Determine # of sessions needed, unit and total cost within

All data and decisions regarding providers and services, referrals, acceptance, authorizations, cost, service delivery documentation, and payment information is contained within the PSC system and is available for any type of reporting.

Authorization: PSC of Texas staff work with Providers to develop service plans for each child in care, these service plans are logged in the CoBRIS system serving as the point of documentation for the purchase of services. The PSC staff uses the software system to verify that service is available and all necessary information is complete and correct; the PSC of Texas UM staff determines beginning and end dates for authorization and assigns unique services authorization number.

A unique authorization number is generated for each authorized service, which is the primary identifier used to track authorized and paid services. The utilization management team then generates a formal authorization letter and sends it to the provider identifying:

- the individual or family seeking services, (case info)
- the specific services authorized,
- units of service and rate
- the authorization number
- the authorization parameters,
- the provider billing guidelines

The service provider then has specific timelines in which to contact the family and initiate services. All services will be documented by the service provider and tracked within the system.

Deliver: The Subcontractor / Provider delivers services per authorization letter. The Provider documents each service provided in the system within 1 business day of service provision. The provider periodically (weekly, monthly) invoices us for services delivered. Providers are only paid for services that have been properly documented within the system. The system generates weekly reports indicating the services provided by each item on the service plan and monitors/evaluates for progress and outcome achievement with the family’s participation. Once services are completed, the provider provides a certificate of completion or summary or sends it to the PSC of Texas office that then scans the document into the system. If services are not completed, the provider contacts PSC of Texas staff and submits a case summary with an explanation. The Provider can then request additional service authorization if needed.
Reconcile/Pay: The Provider submits an invoice for payment to the utilization team, the utilization team reviews the invoice to assure that services billed are consistent with services authorized in the software, verifies authorization dates, dates of service and amount are per authorization, and proper documentation is within the CoBRIS system software. Then the utilization management team logs payments and decrements number of services by number invoiced. If all services on authorization are not completed within approved timeframes and no extension or reauthorization has been approved, the authorization “zeros” out and releases funds to be used elsewhere.

We will utilize this software budgeting spreadsheet to track our annual budget by service category by month. This allows an agency to see monthly encumbrances, rendered and paid, allowing for annual calculation to determine if the agency is on budget or over / under annual budget as well as analysis by service category. Also included is the cost of care report, tracking total agency expenditures by child and family, allowing for child specific analysis of costs.

Independent Living Module
This module identifies children who are eligible for independent living services, and then tracks staffing, assessment dates, school, employment, independent living classes, and planned living arrangements.

The following report/graph is an example of data trending regarding permanency. Such a tool provides staff with an ongoing analysis of where they stand in reference to achieving the goals.
**Permanency Measure C1.1**

The percentage of children reunified who were reunified within 12 months of the latest removal should be at least **75.2** percent.

Select Fiscal Year: Fiscal Year 2008-2009

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Percent By Month For All CBCs
1.2.5 Describe how your organization will ensure documentation/data is timely and accurate and the system is secure throughout the continuum

### 1.2.5 Response Space:

PSC of Texas understands the requirements to enter data timely and accurately into our data system. Our policies will require strict training for all staff entering data, including timeliness standards for data entry.

Supervisors will have the visibility to the timeliness of their staff members' data entry via our CoBRIS system dashboards which will track when events occurred as well as the time of the data entry. Compliance reports for timeliness of data entry will be reviewed on a weekly bi-weekly basis; Staff not complying with the timeliness of the data entry will be managed and their actions will be corrected.

PSC of Texas plans to be paperless operation, only using paper when required by DFPS to keep certain documents in paper/original format. All data will be entered into our CoBRIS system, this system will allow for data base queries and reporting in order to analyze the data in our system.

PSC of Texas currently has in place specific policies and procedures to meet the Data Security Requirements.

Additionally, all staff, prior to hiring, will complete trainings for the security of this confidential information; these staff and subcontractors will be required to comply with theses rigorous standards for security and transmission of confidential data.

Our CoBRIS system will track every service provider using the system to ensure the required data is completed properly and in a timely manner. The audit tracking system in the application captures the data and time of all transactions that occur in the application. Our software solution already contains a compressive transaction based audit tracking system that records the entire session of the user activity in the system. The audit tracking system also records every change to all data records in the database, which user made the change, and when the change was made. The transaction audit log gives the system administrators the ability to perform a roll-back of a record. PSC of Texas will provide compliance reports that will allow real-time monitoring of compliance at the user, service provider, and system level.

PSC of Texas understands and will comply with the requirement that the proposed system must ensure secure access to data through authentication and authorization, and be compliant with all security and privacy regulations. The application requires that each user of the system have unique log-in credentials, and that the available data to the user is based on role and proximity. Each user will have read, write, edit, and view permissions based on the role and proximity. This security will ensure that functions (roles) are restricted so that only the users with appropriate security may enter, view, and update data. The current security design complies with the requirement that all user access is limited to location (proximity) and role-based security, limiting the entry, modification, deletion and viewing of specific data to specific users, and that the proposed system must provide encryption of the data being transmitted from the hosting server to the end user.
In addition to providing compliance reports, the application generates alerts to user and supervisors within the system to alert a user of required actions of paperwork that needs to be completed. Besides alerting users via the application's internal communication tool, users can be alerted via e-mail and text messaging, meaning an alert can be sent to the user's Outlook account or phone telling them to log into the software to respond to alert, this keeps in compliance with the data security requirement of maintaining encrypted data behind a 128 bit SSL, and not allowing data to be communicated through outside secure email.

The PSC of Texas CoBRIS System is housed on a highly secure server cluster. The primary facility is located on three distinct internet backbones, allowing for instantaneous failover in case of a routing failure. The servers are physically located in a biometrically secured server room that is monitored 24/7 for intrusion, fire, and other hazards. The datacenter is constructed as a single-story slab-on-grade structure with steel columns and bar joists. The exterior walls are concrete tilt-up, with small alterations of standard masonry block. The datacenter roof system is a Load Master Deck System.

The datacenter network connectivity is fed from two OC-192 SONET rings and a single OC-48 SONET ring from three different Tier 1 carriers. These rings meet the ISO 9000 standards for distance separation, preventing a single point of failure. In addition, our core networking features the same redundancy. Backup power is provided through a battery backup and diesel electrical generator. The generator is run on a weekly basis, and is maintained regularly.

The servers are secured by a pair Watchguard Technologies Firebox X550e firewall appliance in high availability mode. These firewalls are enterprise class devices, offering stateful packet inspection, intrusion prevention, application layer protection, configurable traffic filters and proxies, and fail over support. The X550e is configured to allow only SSL traffic on TCP port 443 to the application servers from the internet at large thus limiting the vectors for internet based attacks. In addition, all traffic over TCP port 443 is examined by the proxy, and packets that are outside the normal are dropped.

Web Application databases are accessible only by our developers over an IPSec VPN connection from the workstation to the CoBRIS perimeter firewall. This connection allows secure access to the database development and administration functions. Only authorized developers and administrators are granted this level of access.

User access to web applications is allowed strictly through a web browser. All internet connections require 128-bit Secure Sockets Layer, or SSL, encryption.

The SCC data will be backed up daily within the same co-location upon 15 minute increments, and a full back up of the data and the software code will be transmitted nightly to a geographically separate location, with similar standards. Upon the instance that the server or data center currently running the CoBRIS system is disabled in the event of a disaster, the second server / data center will allow for the entire or incremental backups to be restored. The back-up that will be restored is of the entire server (data and code) from the primary server. The incremental backups are kept for 7 days and overwritten entirely in order to ensure security of data.
For those providers that chose to continue using their own data systems, they will be required to upload or import their information in a specified format on a certain day of the month. This will reduce duplication of data entry and still provide PSC of Texas with the necessary information to track data for trends and outcomes. A series of checks and edits will be coded into the software to ensure the accuracy of the data being imported.

A secondary measure to ensure that data is entered timely and accurately from a manual perspective is through the Quality Assurance mechanisms that are in place. QA staff will measure the degree of accuracy and timeliness during file reviews using a sample size for review.

1.2.6 Describe the strategies, policies and systems your organization will use to track and report critical incidents

1.2.6 Response Space:

PSC of Texas will require subcontractors, as a condition of the subcontract agreement, to report critical incidents, licensing investigations, Licensure Board reports and investigations, suspected fraud or fraud investigations, and Minimum Standards violations to the SSCC. PSC of Texas will respond immediately to conditions or situation that may pose a threat to child safety. PSC of Texas will notify DFPS of any and all subcontractors' disclosure and understand that failure to disclose and report may be regarded as a breach of contract.

The CoBRIS system will track all critical incidents, licensing investigations, Licensure Board reports and investigations, suspected fraud and fraud violations, and Minimum Standards violations. Within the CoBRIS system electronic incident reports can be initiated from any screen. Incident Reports trigger alerts to key staff which expedite the reporting process to the state. The Incident Report approval and audit process is automated to improve efficiency. The search screen offers quick access to current and historical Incident Reports.

Client complaints and incident reports are entered into a database. Each month, reports are generated to track incident reports and/or complaints by type, by provider and by client. One purpose of this review will be to evaluate our adherence to urgency of action and whether or not incident reports and grievances were addressed in a timely manner. This allows for trending of data so that appropriate strategies may be developed to address systemic issues. If we observe that one provider is responsible for a disproportionately large percentage of incidents or complaints, we work closely with the contract managers to take appropriate corrective actions. Reports are briefed quarterly to the PSC of Texas management team including the LCPAA to assure that any significant trends are detected and addressed with appropriate interventions.

Through our experience in managing behavioral health networks and child welfare privatized systems, PSC of Texas has found it to be critically important to keep the state informed of significant activities and risks. PSC of Texas will produce reports no less than monthly from the Risk Index system, incident reports, and our utilization management reviews. PSC of Texas will produce quality assurance reviews and contract monitoring reports evaluating provider performance strengths and deficiencies. PSC of Texas will establish a “hotline” procedure with DFPS to allow for the immediate alert of any critical incident or high risk case. The situations requiring a hotline alert will be determined
through the risk identification processes delineated above. The hotline procedure will operate 24 hours a day every day of the year and immediate notification will be required.

1.2.7 Describe the process your organization will use for addressing threats to child safety or complaints related to well-being of families and other individuals receiving purchase client services through your organization

1.2.7 Response Space:

PSC of Texas' utilization management reviews, quality management monitoring, complaints and various staffings will be utilized on a proactive basis to monitor the compliance of network providers and the quality of their services. Safety and Risk assessments will be completed monthly along with face to face visits. A standardized home visit report/ safety and needs assessment will be utilized to document the assessment and home visit. This information will then be entered into IMPACT.

PSC of Texas will investigate, or coordinate with DFPS, any complaint regarding any of the goods or services including threats to child safety or well-being of families and other individuals receiving purchase of client services provided through the contract with the SSCC or its network providers. A written response will be prepared with all information according to DFPS requirements and submitted within the specified time frames. Should there be any difficulty in providing the response when requested; PSC of Texas will provide a written explanation for any information that is not submitted, date when the information will be available and detailed reasons why the information is not available.

PSC of Texas will notify DFPS immediately of any significant changes including, but not limited to key personnel, any problem, complaint, or potential problem associated with performance or services, or payee identification number. PSC of Texas will also notify DFPS of any lawsuit related to the services provided for in this contract.

PSC of Texas will maintain a zero tolerance policy for unethical practices and behaviors by our staff and those of our subcontractors. PSC of Texas requires all staff to annually take and pass an ethics course, we maintain an ethics hotline that is available to staff consumers and partners to raise issues and file complaints. All ethical issues raised are formally investigated and reported to the Corporate ethics committee and the Corporate Board of Directors. As a company regulated by the Security Exchange Commission, Providence has a very high standard of ethical requirements and behavior.

PSC of Texas ensures that complaints/grievances can be made without fear of retribution and anonymous complaints can be made and will maintain a toll free compliance line for clients and employees where information can be submitted anonymously if necessary.

PSC of Texas and our network providers will provide and/or refer services to control and manage safety threats as identified in the safety plan. SSCC, through our providers, will provide in home services upon referral to families and children in need of service, at risk for removal, or ready for reunification. It is critical that we establish partnerships with community-based resources so that together we can assist families
in need of early intervention/prevention as well as those in need of more intensive services. Once DFPS refers child/ren to PSC of Texas and the family/child has been identified as needing in-home prevention services to manage child safety, we will assign a provider that provides evidence based or promising practices that best meets the family's needs. These programs are designed to help ensure a child's protection, safety and best interest. These services can be utilized on a continuum or scaled as part of a family's safety and/or service plan to manage and reduce the risk factors contributing to child abuse and neglect. Providers of these services are mandated reporters and must report to DFPS suspected cases of child abuse or neglect. The recommended services will be selected and matched to the family and child/ren that will best meet the family's needs to manage any risk or safety factors.

When the provider identifies an immediate service need we will either refer or provide the service directly.

1.2.8 Describe the approach and protocol for addressing both case-specific disputes and contract disputes which may arise between your organization as the SSCC and a subcontractor

1.2.8 Response Space:

Disputes between PSC of Texas and subcontractors will be addressed through dispute resolution process language that will be included in all subcontracts.

PSC of Texas will develop a resolution process for disputes. PSC will provide DFPS with the SSCC Dispute policy to review and comment if necessary on specifics of the policy. This policy will include timelines for notification and responses. It will identify the setting where disputes may be heard and settled. This policy will be in effect prior to the transition of services and may be included in the executed contract between the SSCC and DFPS. Currently, PSC has an effective dispute resolution process in place with state child welfare agencies in other states. It includes having the complainant submitting the issues of concern in writing to the LCPAA/COO who will contact the complainant acknowledging receipt within 5 business days. The complaint will be forwarded to the appropriate network provider for resolution within 15 days in addition to a written response outlining the issues and resolutions. If the complaint is not resolved to the satisfaction of the complainant, he or she will be referred to the grievance procedure. This process includes the CEO of PSC to issue a final resolution in writing to the complainant within 10 business days.

As part of the provider orientation and training, PSC of Texas will provide written material describing the complaint and grievance procedures. In addition to training on operational procedures; the PSC of Texas will provide technical assistance or on-site consultation as the first step in resolving disputes. The Contract Management Unit will be the central point for Provider complaints. In the event that disputes cannot be resolved informally, the dispute will be handled according to a SSCC approved dispute resolution policy, which will include timelines for notification and designation of the setting where the dispute will be heard.
1.2.9 Describe policies, practices and procedures to ensure cultural competency of all staff. Include:

1.2.9.1 Strategies to address needs of catchment specific populations

1.2.9.2 Methods to help staff and caregivers understand the impact of race, culture, and ethnic identity

1.2.9.3 Strategies to ensure a continuum network and workforce that reflects the population served

1.2.9 Response Space:

Describe policies, practices and procedures to ensure cultural competency of all staff. Include:

Cultural competence in the context of behavioral health means that service delivery is responsive to the cultural concerns of racial and ethnic minority groups, including their languages, histories, traditions, beliefs, and values. In the Surgeon General's report on the topic cultural competence, it is defined as "... the delivery of services responsive to the cultural concerns of racial and ethnic minority groups, including their languages, histories, traditions, beliefs, and values" (U.S. Department of Health and Human Services, 2001). Culture influences many aspects of care, including whether people think care is even needed. Culture influences the concerns that people bring to the clinical setting, the language they use to express those concerns, and the coping styles they adopt. Culture affects family structure, living arrangements, and the degree of support that people receive in time of difficulties. Culture also influences patterns of help-seeking, whether people start with a primary care doctor, a mental health program, or a minister, spiritual advisor, or community elder. Finally, culture affects whether each team member will bear responsibility for making services accessible, appropriate, appealing, and effective for the diverse individuals served. (Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services.)

1.2.9.1 Strategies to address needs of catchment specific populations

PSC of Texas has done an extensive review of demographic data for the area to gain awareness of the population in general and the children in the child welfare system in particular. Through our extensive community outreach and development efforts we are also very aware of the rich and varied cultural history and current makeup of the area. We understand and have the utmost respect for the cultural differences and will assess each child and family to understand their particular cultural influences and beliefs and will tailor our services to meet their individual needs. We will ensure that all service providers understand how culture impacts the response to services and interventions and will monitor and evaluate the provider network in this area.

PSC of Texas will develop and maintain a cultural competence plan that ensures each network provider effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. The cultural competence plan will take into consideration the intellectual
functioning, literacy, education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. PSC of Texas will ensure that each of the network providers will provide services in the client’s primary language, whether provided directly or through a translator, through oral or written means (including forms and brochures that will be translated into the native language of consumers).

Ready access to qualified interpreters will be ensured and natural networks of support will be tapped, such as the extended family and Community Advisory Committees that represent the consumer’s culture.

Culturally appropriate care involves a dynamic interplay between the following seven domains, which are in constant motion and interaction with each other:

- values and attitudes;
- communication styles;
- community/consumer participation;
- the physical environment;
- policies and procedures;
- population based clinical practices; and
- training.

PSC of Texas believes that cultural competence is of particular importance when providing services to a population that has been traditionally marginalized and stigmatized. Research has shown that minorities often seek help from informal support systems and therefore all aspects of the service, from team development through individual discharge planning and program evaluation, must be focused on cultural competence and building a strong family and community connection.

In addition to selecting the network provider on their expertise, prior history with the family or child, availability, and performance history, PSC of Texas will also take the provider’s capacity to match the culture needs of the family and children with a provider that has practitioners with similar background whenever possible. This includes ensuring that the assessment instruments utilized are from a trauma-informed, child and family centered, strength based approach that considers the unique culture, experiences and beliefs of the child and their family.

1.2.9.2 Methods to help staff and caregivers understand the impact of race, culture, and ethnic identity

Service effectiveness is tied to creating teams with the language capacity, community knowledge, and connection to resources that will sustain skill-building efforts. In addition to assuring language access services, PSC of Texas and its network of providers need a working knowledge of cultural considerations as well as community and family norms in order to provide culturally relevant services.

In order to ensure that services are provided in a culturally sensitive and competent manner, PSC of Texas will require all staff and network providers attend and participate in Cultural Diversity training annually. We also seek out specific trainings related to cultures, languages, practices, and traditions in our various regions to equip staff to provide services in the most respectful manner possible. We seek to avoid all
gender and cultural biases and stereotypes, and feel that education and training is key to providing appropriate and individualized services.

Training will be provided in culturally responsive communication and interviewing skills. Resources such as the “Journey to Cultural Competency Model” (Black Administrators in Child Welfare) and culturally sensitive mental health service delivery (Gibbs, 1990) will be used. Training will emphasize awareness, knowledge of how discriminatory practices impact service delivery, translating increased awareness and knowledge into practice, and ongoing assessment and evaluation of the level of cultural competence demonstrated in practice.

PSC of Texas will provide ongoing education in the form of orientation, training, workshops, and other educational opportunities to help staff, caregivers, and subcontractors understand the impact race, culture, and ethnic identity have on them and others and how they impact services to children and families.

A cultural competence subcommittee of the Provider Council will be established to review Quality Assurance reports specifically focusing on the monitoring to ensure services are relevant to the cultural diversity of the children and families in the region.

Through competent, effective supervision and Quality Assurance review, PSC of Texas will ensure that training concepts and ideas are practically applied in service provision and reflected in documentation. Supervision also provides ongoing monitoring to ascertain whether services are being provided in a nonjudgmental and responsive manner, and offers guidance and consultation to encourage the highest levels of competency and professionalism.

1.2.9.3 Strategies to ensure a continuum network and workforce that reflects the population served

PSC programs in all states operate from a core philosophy that our services must be integrated into the local communities that we serve and must reflect those communities in cultural makeup of the organization and must also involve the local residents and constituents in the development, provision and oversight of services. In Tampa, Florida our “Connected by 25” program is one of three national pilot programs established through the Annie E. Casey Foundation and Jim Casey Youth Opportunity Initiative. Through this project we have developed an extensive community engagement process including significant outreach, ongoing communication and education, and shared leadership and decision making resulting in the development of an active youth advisory council and business advisory board. Through these activities of engagement we have been nationally recognized for bringing the community and youth/young adults into key roles in defining the services, outcomes, and measurement strategies for youth aging out of foster care in the greater Tampa area.

PSC of Texas will make every effort to recruit a culturally diverse and responsive population for its staff, board members and network providers with respect to race, ethnicity, national origin, color, sex, sexual orientation, gender identity or expression, age, marital status, political belief, religion, immigration status, socioeconomic status, and mental or physical disability. PSC of Texas will utilize employees to serve the community in which they live in order to enhance a sense of community and remove barriers and resistance to service provision. Regardless of an employee’s cultural background, they must interact with and provide services to all others without regard to race, ethnicity, gender, sexual identity, religion, language ability, level of education, or socioeconomic status. It is essential for culturally appropriate service provision to establish a foundation of respect, trust and empowerment as families are more successful and responsive to interventions and
recommendations when they feel respected.

PSC of Texas will recruit qualified staff with the overall goal to have a healthy balance of professional staff that is representative of the populations served. PSC of Texas will continuously seek out bilingual professionals and/or professionals holding certification and experience serving special populations. Methods of recruitment will include posting job announcements internally, in local and statewide newspaper advertisements, at educational institutions and internship programs, and on internet job sites. PSC of Texas employees will also recruit through networking, involvement in professional organizations, and representation at community events.

1.2.10 Describe practices and procedures to ensure services are provided for referred families who reside outside of the catchment area or who move from the catchment area after the child or youth comes into care

1.2.10 Response Space:

Keeping family members and other supports engaged when a child or youth lives in a different region is critical to successful service and permanency planning. PSC of Texas has a variety of approaches to keep the families engaged and services provided including the use of the internet (not social media sites, unless approved), telephone and Skype. PSC of Texas will include language in the contracts with the network providers to ensure they use these types of resources to maintain service delivery for families that move outside of the region.

When a child and family reside in different regions, the region where the case is currently open will retain lead responsibility for case management. The region where other family members reside will assign a courtesy supervision worker to provide case management for those family members. PSC of Texas will be responsible for service delivery for cases open in the region and will have an agreed upon process with other SSCCs to provide services to family members living in other region. PSC of Texas will assure that families members referred for services, receive necessary services. PSC of Texas has numerous offices in 3 major metropolitan areas of Texas, several of our provider partners also have statewide footprints including, A World For Children, Pathways Youth and Family Services, Bair Foundation, and others. We will pay for necessary services through one of our providers or contract with a local agency within the other region to provide the necessary services if all else fails to produce the service delivery in a timely manner.

PSC of Texas intends to partner with other regional SSCCs to define this process and will suggest a "working agreement" that sets forth the cooperative goals of the SSCC. All participating SSCCs will agree there is a need for a uniform operating procedure for children the SSCC will be responsible for financially, living in other regions. It is critical that children residing in other regions be afforded and provided with any service needs, regardless of their location. PSC of Texas will enter into a uniform agreement with other SSCCs to perform and provide services for children placed in our region from other regions. A working agreement with other SSCCs would encompass the following, but not be limited to:

- Provide referrals as required in the service plan
Providence Service Corporation

- Provide case coordinator activities to ensure child safety and well being
- Required visitation
- Supervision of child and family
- Communication with providers
- Mental, emotional, health, dental needs
- Service plan assistance for parents
- Independent living
- Safety planning
- Contact with the “primary” SSCC and SSCC of the child/family to update on case activity
- IMPACT entries on all cases as required
- Tracking all children placed in and out of regions.
- Coordination of activities

The “sending” agency will always have the responsibility to pay for services provided, as well as to ensure that all needed services for the family and child are qualitative and in place to ensure service plan needs are met.

1.2.11 Describe how your organization will gather, report, and use performance measures to improve performance of the system?

1.2.11 Response Space:

As indicated earlier in section 1.2.4, CoBRIS, the foundation of PSC of Texas' internal management system, will be utilized to gather and create reports on performance measures so that system improvements can be made. PSC of Texas' network providers will be contractually required to enter data into the system directly or upload/import their data in a prescribed format by date certain. Trending and analysis reports created by the system will be utilized by the PSC of Texas’ management team, QA and UM staff, Provider Council and Community Advisory Committee to identify areas of growth for system improvements.

All subcontracts issued by Providence will contain a set of performance measures, standards, terms and methodologies by which the performance of the PSC of Texas’ network providers will be evaluated. The evaluation will include the case record review, review of all incident reports, inquiries, and complaints, monthly data analysis of required reports and data entry into either the IMPACT system or CoBRIS, on-site visits, surveys and contract monitoring.

In addition, QM staff collect data on processes, outcomes, performance measures, high-risk, high-volume and problem-prone processes and other utilization- and risk-management findings. This data is aggregated into reports that are shared through appropriate committee structures on a monthly basis, mapping performance improvement activities. Baselines are set that describe targets and dimensions of performance in relation to processes and outcomes, identifying areas for improvement and determining whether targets have been met.
PSC of Texas will use this data to continuously determine the scope of services, to manage the use of limited resources and to ensure the effectiveness of care provided.

Please also see section 1.3.3 for further details regarding the PDC/SA cycle for methodology on improving systems.

Additionally, PSC of Texas will be implementing the Contextualized Feedback System (CFS) to track real time progress and continuity towards the achievement of identified service plan and case plan goals. This Evidence Based Program was developed jointly by Providence Service Corporation and Vanderbilt University. The CFS is a structured series of questions posed weekly to the parties involved in the course of treatment/service (family members, caregivers, child/youth, provider staff, etc.). The questions have been specifically developed to yield valid information on progress and goal attainment of the services provided and to measure the congruence of the experiences and realities of all parties involved. The responses are then analyzed by the algorithms developed and validated through scientific study to produce specific feedback to the entire family team on strengths, weaknesses and progress. This real time feedback allows the family team to make adjustments and evaluate their current course to yield the best results in the shortest amount of time.

1.2.12 Describe how your organization proposes to address and manage situations where a child referred to the SSCC is placed in the same home as a child in DFPS System.

1.2.12 Response Space:

From our experience in managing child welfare systems of care, it is critical to maintain consistency and predictability for the primary care provider and the child. We will focus on working with DFPS to assure that there are little to no differences in the care and services provided to SSCC and DFPS placed children. There are a couple of scenarios that would result in a situation with a DFPS placement and an SSCC placement are located in the same home and/or facility. The first is out of region children. This could be the case for the SSCC children that are placed in another region as well as other region children being placed into the SSCC region. For children within the PSC continuum of care who PSC places out of region, we will cover the cost of placement, assign an independent children’s case manager for children in a setting above the basic level, and purchase necessary support services from providers that are local to the placement setting. If we cannot find or engage local providers then we will send our own staff to provide these services or contract with one of our providers that is able to manage the out of region service delivery. We will establish a Memorandum of Understanding or a formal contract with DFPS, or other SSCC, and/or the care provider to allow us to provide the independent children’s case management and the necessary wrap around services as well as making payment for the placement of the child.

For children from other regions placed in our SSCC region we will want these placements to go through our placement process allowing us to manage the capacity and the appropriateness of the placement. One of the outcomes under this contract is to have the children placed within their home county and to accomplish this as well as to accomplish the timely placement of children we need to manage all placements within the region. We would then strive to treat these children placed in our region the same as the SSCC children within the placement, again we do not want to distract the caregiver, the provider agency, or the child by having different rules, tasks, or activities for
different children in the same placement setting. We would work through the protocols for this co-placement situation with DFPS within the development of the operations manual and contract negotiations prior to taking any legacy cases or placements.

Also we could potentially have some agencies or DFPS foster homes that choose not to contract with the SSCC. In this case we would not manage these children or placement options and we would not place SSCC children in these settings.

Our intention is to transfer the legacy cases first before taking on new referrals or at the same time. This will minimize the time that a legacy system and the SSCC system co-exist. There are numerous difficulties that will arise if both systems are operating for an extended length of time and these would be a distraction from the achievement of the stated outcomes.

If the legacy system and the SSCC system do co-exist then for those placement facilities that contract with both DFPS and the SSCC we would work closely with DFPS to minimize the differences in our contracting requirements (our UM, QA, case management requirements would differ significantly) to minimize the confusion for the provider and stakeholders involved with the children in these placements.

As the SSCC we would always defer to DFPS contract terms if any conflict were to arise. We are under contract with DFPS and we will be able to impact children and the system if the legacy system does need to co-exist but we will work diligently to minimize or eliminate any confusion or conflicts.

It is our intent to absorb the legacy system in its entirety at the earliest possible time, hopefully within 30 to 60 days of passing the readiness review.

We will work diligently to assure siblings are placed together.

1.3 Major Deliverable #3 - Compliance with General Requirements §1.15

1.3.1 Describe the process your organization will use to develop a Community Engagement Plan.

1.3.1 Response Space:

In the past several months PSC of Texas officials have been engaged in a process of reaching out to stakeholder groups and have completed dozens of meetings to include hundreds of individuals representing various stakeholders, providers and advocates. This ongoing community engagement process is a critical foundation in developing a strong, cohesive Community Engagement Plan that includes a continuum of culturally competent services and stakeholder participation. Our contact with stakeholders has given us extremely valuable insight and a clear direction in terms of our ability to engage both the community at large and the provider network needed to fulfill the mission of the SSCC. We have already gathered some specific recommendations for membership for a Provider Council that will serve in the advisory capacity throughout the different stages of implementation. PSC of Texas will ensure that the Provider Council has representation from the various care services of the entities making up the provider network, children and youth in foster care, as well as
alumni, families of children in foster care, including non-custodial parents, alumni families who have received DFPS services in the past, CPS local staff, members of the judiciary, attorneys representing parents, children and DFPS, Law Enforcement including juvenile justice agencies, child welfare boards, local school districts, foster parents, residential child care providers, purchased service providers, local community service providers, transitional living centers, Texas workforce agencies, faith-based organizations, STAR health providers, and other county and community stakeholders.

PSC of Texas will continue this community collaboration process during implementation and throughout the contract period to share information about best practices, cultural competency, procedures and interventions. PSC of Texas will be fully integrated into the communities that we serve to ensure that we maintain a close collaborative relationship with all stakeholders. We anticipate DFPS to be a close working partner in this community collaboration process.

In addition to the Community Engagement Plan which will be submitted for approval within 60 days of contract execution, a preliminary strategic plan will be completed during the first 180 days of operation. The plan will reflect input from the Provider Council, and other stakeholders. In future years we will utilize the results of this first year to guide our engagement and system design changes in a more formal strategic planning process. The goal of strategic planning is to achieve or exceed the outcome measure and system performance indicator thresholds established in the RFP while operating within our financial and resource means.

Our forecasting strategy and methodology is to use the data we capture within the PSC of Texas internal data software and the CoBris data management system. Designated staff will conduct quality assurance and peer reviews, stakeholder and customer satisfaction surveys, and will aggregate and analyze this data. These findings will be integrated with comparable CA audits and contract monitoring results and the data will allow us to create trending models and interrelational models that indicate long term impacts based on current practices.

During the first year the strategic plan will be reviewed regularly with the Provider Council and adjustments may be made based upon the results and needs. In the second half of the first year we will have enough data to forecast changes or modifications needed in our strategic plan or Community Engagement Plan (for example, identifying if additional entities or subject matter experts are sitting at the table to provide direction and input). To facilitate the Strategic Planning we will draw upon the PSC of Texas Corporate resources to provide us with a qualified strategic planner who will focus on the planning process. We know from other redesign implementations that the strategic planning process can sometimes get lost in the complexity of the startup process of a new the system of care. Since we will be accountable for the development of a successful system of care it will be imperative that our strategic plan stays viable and up to date to meet the needs of the children and families.

1.3.2 Describe strategies for engagement of stakeholders, including entities outlined in Section 1.15(F) of the RFP. Describe strategies for engagement of stakeholders, including entities outlined in Section 1.15(F) of the RFP. Additionally, please describe the specific activities and strategies your organization has taken to engage the entities listed in Section 1.15(F) of the RFP. Please state if, and if so, also describe how, communities and/or stakeholders differ across geographic areas of the Region for which your organization has submitted a proposal. Please also describe the community barriers your
1.3.2 Response Space:

Based on the 2011 DFPS Data Book there are approximately 28 CPA and 10 GRO and 1 GRO-RTC operating in this catchment area. Research conducted by PSC of Texas indicates that the total residential placement capacity in the Region 2/9 catchment area is sufficient to provide for the children requiring foster care placement from this catchment area; however, the capacity is not distributed proportionately across the counties according to each county's need and therefore many children are currently placed out of county or out of Region. The 2011 DFPS Data Book indicates that the residential placement capacity of Ector, Tom Green, Wichita, Montague, Howard, Runnels, Young, and Pecos counties is insufficient by at least 20 placement options per county. PSC of Texas will establish a target residential capacity for each county within the catchment area. CPA and GRO residential child care service providers who are subcontracted through the SSCC continuum will be offered incentives to build capacity in counties that fall short of that target number.

PSC of Texas has learned that it is likely to encounter the following obstacles in this catchment area:

- Scarcity of existing community resources for service provision in less populated counties.
- Increased travel and expense requirements related to serving a geographic area with a population dispersion of as little as 9% of the statewide average of 96.3 persons per square mile.
- Motivating and challenging CPA and GRO providers to expand capacity in traditionally underserved counties to meet outcome measures related to placement proximity to child's home.
- Decreasing dependence on out of Region placement settings.

Strategies for overcoming these obstacles will be developed in partnership with DFPS and with the stakeholders mentioned in Section 1.12(F) of the RFP Document upon contract execution. The nature of this proposal is collaborative. PSC believes that much can be learned from DFPS staff who have been working in these regions and that by collaborating with the Department it will be possible to borrow from current successes in building the strategies to overcome these obstacles.

That being stated, PSC of Texas intends to utilize a combination of open and continuous communication, contractual requirements/expectations, and capacity building incentives to overcome these obstacles.

PSC of Texas will ask each community to identify its most pressing child welfare needs and provide input to ensure our redesigned system of care is responsive to those concerns. This approach will attract providers and other stakeholders to the model by offering inclusion and buy-in. We fully understand that the diverse geography, diverse cultures and service needs makes it imperative for stakeholders to connect their service needs to our overall plan. PSC of Texas will seek input from the community including law enforcement, schools, courts, faith
based organizations, advocates, CASA and others, of the RFP through the following steps:

- Town Hall meetings will be held in the primary communities in the region. Town Hall meetings will be by PSC of Texas throughout in the region.
  - The location for these meetings will vary based on where the community normally gathers.
  - In some communities more than one town hall meeting may be necessary to ensure all stakeholders are contacted.
  - Faith based community as well local community leaders.
  - In the more remote areas, meetings will be held in a community that is a natural gathering place for surrounding rural areas. PSC will determine these gathering places by contacting CPS and other community leaders. These locations may include places such as: churches, schools, local restaurants, community buildings.

- Focus groups will be held during start-up and throughout transition.

- Incentives will be developed to encourage active participation in these forums.
  - Incentives will be developed to encourage active participation in these forums, such as community speakers, food, incidental gifts, child care, etc.

- Formal evaluations of our effectiveness will include an assessment by stakeholders.

- Public meetings will be held to ensure the diverse service needs of the region are identified and to ensure stakeholders understand the new service delivery model.

In addition, PSC of Texas will host an interactive and real-time web page that will contain data reports and system of care information including partner agencies and service availability. Local stakeholders will have the opportunity to communicate with PSC of Texas throughout the site, in order to maintain two-way communication throughout the transition process and life of the contract. PSC of Texas will also produce a newsletter and work with local media to inform stakeholders of the progress of the transition and to reach those who may not have consistent internet access.

PSC of Texas will work with DFPS to raise public awareness and understanding of the development of a new system of care and the transition process through the media. We will:

- Maintain a list of media outlets and contact information;
- Alert the media of events such as Child Abuse Prevention Month and Adoption Month;
- Solicit community participation in activities such as holiday toy drives;
- Solicit news coverage to include information about the transition; and
- Publicize meeting schedules throughout the region.
During the transition phase, PSC of Texas will begin developing more focused and formal working relationships within the region. During this phase initial work plans and priority items will emerge along with more focused actions for the Provider Council. We intend this phase to represent the formation of plans for on-going operations, establishment of rules, policies and processes that will support open dialogue and a basis for action and analysis of performance data.

PSC of Texas will ensure this phase is highly visible to all community stakeholders with clear guidelines for inclusion of new voices and ideas. Website announcements and documentation of progress will be available as well as continued public meetings and relationship building with provider organizations and foster parents. PSC of Texas administration will advertise their contact information to be available for specific questions, answers, and concerns on an on-going basis throughout the transition and operations process.

PSC of Texas strategy to involve community stakeholders and receive initial input will illustrate that collaboration with local stakeholders from the very beginning of this project helps to build on the idea that the entire community is responsible for child protection. No one agency can meet the needs of the children and families we seek to serve on its own, and involvement from the community allows for all stakeholders to take an active role in designing and implementing a successful system of care that focuses on achieving successful outcomes for children, youth and their families. By partnering with stakeholders we seek to create a constituency that advocates for the needs of children, families and the agencies that are providing child welfare services for a successful redesign to providing foster care services.

1.3.3 If awarded a Contract, your organization may have providers within your catchment area who have a very negative view of foster care redesign or who disagree with your organization's proposed model. What is your strategy to mitigate problems that might result from this resistance and to engage these community providers?

1.3.3 Response Space:

Providence Service Corporation has worked very diligently to create a partnership with the providers. Although we have engaged providers that will state they prefer there be no SSCC we have not encountered any provider that is not willing to contract with us as the SSCC should we win. We have over 12 providers that have written letters of support and intent to contract with us. We are creating a provider council to assist in the operational implementation and oversight. We have used a strong approach of transparency with the providers and we believe this issue addressed in this question simply does not apply to Providence. We have robust providers for every service level needed and the capacity to meet the needs for placement of the region. We have also engaged with the agencies that had bid to be the SSCC and have already been removed from the competition. New Horizons, Arrow, and the Centers for Children and Families have all agreed to be partners/providers within our network.

We have explained to the providers that their businesses will need to change, that the goal is to move from placement services to wrap around in-home services and as we are able to move children in this direction we will contract with them to provide the necessary in-home and wrap around services. Providence has managed this type of transformation previously and still does manage this type of network, we have seen the provider agencies adjust and maintain their agency business by changing with the direction of the system outcomes. The
current providers have known our company and leadership and are ready to engage with us in meaningful reform that improves the lives and outcomes for these children and their families.

We know that each of these providers have deep compassion for this work and want to provide the very best services for the children and families. It is our goal as the SSCC to create an infrastructure that allows these agencies to be successful while holding them accountable. As long as we remain focused on improving the lives of these children and treating the providers and caregivers with respect and honesty we will have no difficulties and the providers will be great partners in our efforts.

Additionally, we have provider agencies currently seeking grants and supplemental funding to enhance services under our model. A World For Children has recently received a grant in the amount of $256,000 to provide additional services within AWFC LAUNCH!, a program designed to assist youth ages 14 and older who reside in foster care achieve their independent living goals.

Further, Providence Service Corporation of Texas acknowledges the following regarding the use of sub-contractors as the SSCC.

PSC of Texas plans to subcontract all or a portion of the work to be performed and will identify the proposed subcontractors and provide this information to DFPS upon request.

- DFPS retains the right to check subcontractor's background, qualifications, and experience and to approve or reject the use of submitted subcontractors.

- PSC of Texas as the SSCC will be the sole contact for DFPS and will identify a designated point of contact for all Department inquiries regarding its subcontractors and subcontracted services.

- PSC of Texas will obtain a waiver from each of its subcontractors which allows DFPS to disclose information to the SSCC relating to background checks and licensing investigations of a subcontractor, or a subcontractor's employees, agents, and volunteers. We have already received written approval from all of our currently identified sub-contractors agreeing to this waiver.

PSC of Texas as the SSCC will include, as a part of all subcontract agreements, a provision stating that DFPS or its designee will become the primary contracting entity with the subcontractor in the event that the SSCC contract with DFPS is terminated or non-renewed.

- As the SSCC PSC of Texas will explicitly state in its subcontract for any residential child care services that the subcontractor will be responsible for meeting all DFPS residential child care licensing minimum standards and requirements, regardless of any terms or conditions of the subcontract

- All required face to face visits will be in person without the use of any technology. We do plan to use video and phone technology to enhance contact and communication between siblings, relatives, wrap around service providers and others. We will also use Telemedicine where allowable and appropriate to assure services are provided in every area of the region and in a timely manner.

- Siblings will be defined as: Children, youth and young adults who have one or more parents in common either biologically, through
adoption, or through the marriage of their parents, and with whom the child, youth or young adult lived before his or her foster care placement, or with whom the child, youth or young adult would be expected to live if he or she were not in foster care.

Further we acknowledge that the Outcome Measure #3, Children/youth are able to maintain connections to family and community, now includes another person who has a significant, long-standing relationship with the Child or the Child's family. That Outcome Measure #6, Children/youth participate in decisions that impact their lives, will use the Performance Management Evaluation Tool as the data source for this measure.

Finally, as the SSCC PSC of Texas will adhere to all policies of the state regarding children's rights and specifically agree to:

- Cooperate with Child Protective Services (CPS) to ensure all Children have been given a written copy of the CPS Rights of Children and Youth in Foster Care at the time of placement, and for CPAs, at the time of any placement changes to a new foster home;
- Support the rights listed in the CPS Rights of Children and Youth in Foster Care;
- Not deny or restrict, through action or policy, any of the rights listed in the CPS Rights of Children and Youth in Foster Care; and
- Provide services to Children who are deaf or hard of hearing that ensure effective communication. When providing services to a Child who is deaf or hard of hearing, contact a Deafness Resource Specialist from the Department for Assistive and Rehabilitative Services (DARS) for assistance in determining how best to ensure effective communication. (http://www.dars.state.tx.us/dhhs/providers/specialists.asp).

As the SSCC PSC of Texas will ensure that any subcontractor providing services under this contract will also comply with these policies and practices.

1.3.4 Describe your approach to managing changes to general requirements detailed in Major Deliverable 3

1.3.4 Response Space:

PSC of Texas will adapt and use a Continuous Quality Improvement (CQI) process that will cover all aspects of program operations and unite PSC of Texas, Provider Council, network providers, and clients in a continuous loop of planning, action, and evaluation to manage changes outlined in Major Deliverable 3. Through the CQI model we will be able to use data to drive the feedback loop, yielding higher satisfaction for all partners. PSC of Texas will use a four-step process improvement model to monitor and evaluate the quality of care. The underlying premise of this model is that continual improvement requires repeated revolutions of the Plan, Do, Check/Study, Act, PDC(S)A, cycle and provides a structure for planned change utilizing assessment information as a means to improve institutional effectiveness.
The Shewhart/Deming model is a cyclical approach to Quality Management that includes program planning, implementation, monitoring, and making changes as needed based on findings. As indicated earlier in this response, Five Points Technology Group, Inc., a Certified State of Texas Historically Underutilized Business will begin with CoBRIS as the foundation for an internal information system to fulfill the data and reporting requirements of SSCC, while adding or enhancing the system to achieve required functionality. Reports will be designed to include information that will allow PSC of Texas, the Provider Council and DFPS staff the ability to use the PDC/SA cycle in making the necessary changes to the system; meetings will be held monthly to monitor this information and progress in achieving the desired results of a redesigned foster care system - children/youth are safe in foster care, have stability in their placements (eliminating multiple placements), maintain connections to their family and community, being prepared for adulthood (when appropriate), and have a voice in the decisions that impact their lives.

1.4 Major Deliverable #4 - Provision of Care and Performance of Service

1.4.1 Describe the process that will be used to accept, assign, manage and track incoming referrals from DFPS 24 hours per day 7 days per week.
1.4.1 Response Space:

The PSC of Texas System of Care (SOC) will include an Intake Department that will accept, assign, manage, and track incoming referrals from the Department of Family and Protective Services (DFPS). Our Intake Director will oversee several Intake Counselors, and the staffing and scheduling of our Intake Department will provide the capacity to accept referrals from DFPS for residential child care 24 hours per day, 365 days per year.

PSC of Texas will work with DFPS to establish mutually agreed upon content for the information packet to be provided to us at the time of referral. When a referral is received, we will include STAR Health (Cenpatico) as needed so that an assessment of the child's needs and risk factors can be completed. STAR Health has agreed to have a clinician available for our intake unit on a regular basis. Our subcontracted network providers will be required to maintain updated placement information on the Extranet and in the CoBRIS system (we will devise a mechanism and strategy to combine this information electronically so our providers will not have to enter the data more than once), and PSC of Texas Intake Counselors will use this information, along with the results of the initial assessment, to match the child with the most appropriate placement. We will then provide the placement information to the person who removed the child. Our goal will be for this process to be completed within 1-2 hours for emergency placements and no more than 4 hours for all placements.

PSC of Texas will accept all referrals for paid foster care (No Reject) made by DFPS in their preferred format (telephone or electronically) and will continue to meet the individual needs of children referred (No Eject) until DFPS determines the individual is no longer eligible for the SSCC services. We will submit to DFPS as soon as possible the required documentation for each type of referral received, but we will always comply with the required minimum timeframes for each category. PSC of Texas will process the following types of DFPS placement requests:

- Emergency Placement
- Non-Emergency Placement (New Referral to the SSCC)
- Non-Emergency Placement (Change of Placement Request)

**DFPS Emergency Placement:** PSC of Texas will take physical possession of children from DFPS within 4 hours of DFPS notification of the need for emergency placement. Our Intake Counselors will identify an appropriate placement through the Extranet/CoBRIS matching system and will notify DFPS in their preferred format (by telephone or electronically) of an appropriate placement option — as well as a potential medical consenter — within 7 hours of receipt of DFPS notification of the need for emergency placement. The child will be placed as soon as possible following receipt of DFPS referral. DFPS approval of the placement will be assumed if denial of placement is not provided to PSC of Texas within 1 hour of receipt of notification from PSC of Texas by telephone or electronically. PSC of Texas will provide the required placement documentation to designated DFPS staff within 12 hours of receiving a referral.

**DFPS Non-Emergency Placement (New Referral to the SSCC):** For new DFPS referrals classified as non-emergency, PSC of Texas Intake Counselors will identify the potential placement option(s) for child, again through the Extranet/CoBRIS matching system, and will schedule pre-placement visits for children with potential caregivers. The child will be involved in the placement decision as appropriate to the child's age and level of understanding. Whenever possible, PSC of Texas Intake Counselors will contact the provider from which the
child will be moved to gather relevant information. Our Intake Counselors will then identify the most appropriate placement and will notify DFPS electronically of the appropriate placement option, including potential medical consenter, no later than 3 days prior to the date placement needs to occur. We will assume approval of the placement if DFPS denial is not provided to PSC of Texas within 24 hours of receipt of our electronic notification. We will then place the child within the required timeframe and provide the required placement documentation to designated DFPS staff within 12 hours of the placement occurring.

**DFPS Non-Emergency Placement (Change of Placement Request):** In the case of a request from DFPS for a placement change, PSC of Texas will request a joint staffing with DFPS when needed, we will have specific service strategies to prevent placement changes whenever possible and appropriate. PSC of Texas will offer the placement stabilization services to attempt to avoid a disruption. Our Intake Department will if these strategies are not effective or warranted, utilize the Extranet/CoBRIS to identify potential placement option(s) for the child and schedule pre-placement visits for the child with potential caregivers. Each child will be involved in this decision process as appropriate to the child's age and level of understanding. We will then identify the best placement option and will notify DFPS electronically of that placement option, including potential medical consenter, no later than 3 days prior to placement needing to occur or as soon as possible if 3 days are not available. We will assume approval of the placement if DFPS denial is not provided to PSC of Texas within 24 hours of receipt of our electronic notification. We will then place the child within the required timeframe and provide the required placement documentation to designated DFPS staff within 12 hours of the placement occurring. Documentation will include the time the child was taken to the placement.

PSC of Texas will consider and include all applicable state and federal requirements when documenting the child's placement for submission to DFPS, to include:

- Date of Placement
- Dates of discussion with child regarding initial and all subsequent changes in placement
- Child's response to discussion regarding placement change
- Whether placement was emergency or planned
- Whether pre-placement visits occurred and if so, dates of those visits
- Name, address, and phone number for current placement, to include agency or facility name of services are delivered through a PSC of Texas sun contractor.
- Explanation as to why the placement is the most appropriate
- If the placement is not with a foster family, an explanation of why a more restrictive setting is needed
- Explanation of need for school change if the placement resulted in a change of schools
- Explanation for why the child is not in close proximity if the placement is more than 50 miles from the child's home of origin
- Reasons for separation if the child is not placed with siblings
1.4.2 Describe the process that will be used to ensure local court requirements and orders are documented, known to staff and followed.

1.4.2 Response Space:

PSC of Texas will comply with and assist the Department of Family and Protective Services (DFPS) in complying with all court orders and jurisdictional requirements. The notifications of court hearings and orders that we receive from DFPS will be provided to our staff or the provider staff as indicated, and our staff or the provider staff will attend court hearings and/or preparation meetings as requested by DFPS, CASA, the child's attorney, or other members of the judiciary. PSC of Texas will electronically notify DFPS of who will be attending court 20 days prior to all scheduled hearings, assuming we have notice of the hearing at least 30 days prior to the hearing. We will also provide DFPS with the information necessary for preparation of court reports at least 20 days prior to the hearing and will ensure the attendance of staff knowledgeable of the case at all court hearings unless excused by the presiding judge.

PSC of Texas will also provide notice of all court hearings to our providers, who will ensure children attend court hearings as necessary and will attend court themselves as feasible and appropriate. In addition, we will maintain documentation of all court orders and will notify DFPS immediately of any service of legal process including but not limited to summons, subpoena, or discovery notices related to the SSCC. PSC of Texas will also require our subcontractors to incorporate court orders into the child's permanency plan so that court information is disseminated to everyone that comes in contact with the child.

We will ensure that PSC of Texas agents, employees, volunteers, and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to the child and family at the request of DFPS or the court. We will notify or assist DFPS in locating our past agents, employees, volunteers or subcontractors when DFPS needs them to appear and testify regarding services offered under the SSCC.

PSC of Texas will utilize the same parameters as DFPS when making recommendations to the Department on who a child's medical consenter should be. These parameters are outlined in the following chart that DFPS included in the RFP:

<table>
<thead>
<tr>
<th>Child's Placement</th>
<th>Recommended Designee</th>
<th>Recommended Back Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRO Providing Emergency Care Services</td>
<td>Professional employee of the GRO</td>
<td>Another professional employee of the GRO</td>
</tr>
<tr>
<td>CPA Foster family home</td>
<td>Foster parents, or</td>
<td>Professional employee of the CPA</td>
</tr>
<tr>
<td>CPA Foster group home with foster parents (without shift staff)</td>
<td>Pre-conssummated adoptive parents</td>
<td></td>
</tr>
<tr>
<td>CPA Pre-conssummated adoptive home</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Medical Consenter Designees
1.4.3 Describe how your organization will ensure youth are prepared for adulthood; include processes and practices that will be used to provide PAL Life Skills training, SIL services and opportunities for experiential life skills activities and other experiences comparable to the youth's non-foster care peers.

1.4.3 Response Space:

As SSCC, PSC of Texas will provide Preparation for Adult Living (PAL) Life Skills training and SIL services for the Catchment Area in accordance with DFPS Policy. This will include ensuring that youth and young adults have opportunities to learn and practice experiential life skills and participate in activities and other experiences comparable to their non-foster care peers.

**Supervised Independent Living (SIL)**

The Supervised Independent Living (SIL) program will assist adolescents who are unable to return home to make the transition from foster care or other structured living arrangements to independent adulthood. PSC of Texas will develop subcontracts with
one or more of our partner providers for supervised independent living services that will meet the needs of the youth to be served. The SIL services will include regular case management and meetings on topics that foster independence and help participants learn to take care of themselves in all areas of life. The SIL program services will include:

- Regular visits and guidance from PSC of Texas partner agency staff
- Financial support in the form of a monthly rent/living stipend to meet essential needs
- Monthly meetings to learn life skills
- Housing unique to each youth's situation that promotes success in work, school and life
- Daily living skills training
- Educational and employment support and services
- Mentorship
- Transportation
- Physical and mental health services

PSC of Texas will review and approve the specific SIL program parameters and activities developed by our subcontracted SIL provider(s), and we will conduct quality assurance reviews of program content and outcomes and evaluate for effectiveness. Our selected providers will recruit and train identified foster families, kinship, and fictive kin families willing to offer housing to youth in the SIL program. This will afford some of our youth the opportunity to remain with the foster family with whom they are already connected as they make the transition to independent adulthood. It will also offer our youth a family home setting in which work toward independence. When apartment living is most appropriate, our selected providers will work with community housing agencies and independent landlords assist our youth in securing safe and appropriate housing to be subsidized through SIL stipends.

Our selected providers will offer assistance to our youth ages 18 to 22 years in maintaining documentation, such as school transcripts or pay stubs that are needed to demonstrate their qualification to remain in Extended Foster Care or Return to Care. We will assist our youth in completion of the Voluntary Extended Foster Care Agreement, Form 2540, within the thirty (30) days preceding a youth's 18th birthday, when possible; and When this is not possible, no later than the 30th day after the youth's 18th birthday. PSC of Texas will notify DFPS if a child or youth no longer meets eligibility criteria for Extended Foster Care or Return to Care.

**Preparation for Adult Living (PAL)**

PSC of Texas will utilize John H. Chafee Foster Care Independence Program (CFCIP) federal funds to provide Preparation for Adult Living (PAL) Life Skills Training for the purpose of preparing youth in substitute care to live independently in adulthood. In addition to managing the Chafee funds set aside for delivery of PAL services, PSC of Texas will provide a 20% match, through our selected provider that is either cash or an in-kind contribution to the program. We will also oversee and manage direct payments to youth, such as the PAL Aftercare Room and Board Funds and the Transitional Living Allowance designed to help youth with expenses needed as they transition from foster care to adulthood and to provide an incentive for youth to participate in and complete PAL training. PSC of Texas will ensure that all eligibility guidelines are met for this allowance before distribution and that all DFPS payment procedures are followed.
We will identify one or more subcontracted providers to specialize in serving transitioning youth, and these specialty providers will directly deliver PAL Life Skills Training and case manage a workload of youth between the ages of 15½ to 21, identifying their PAL program administrative status and needs and involving the youth in developing a plan for self-sufficiency. These case managers will monitor the youth’s progress toward meeting goals of the plan and will network with community resources that address a wide range of transitional needs for youth. Case management will include referral to public and private agencies, transition center services, and faith-based organizations as appropriate and available to meet the needs of the youth. PAL services will include the following:

- Independent Living Skills Assessment
- Life Skills training classes
- Life Skills Independent Study Guide
- Transitional Living Allowance
- Optional services when funds are available for items such as payment for driver’s education, high school expenses, and GED.
- Aftercare Room and Board assistance
- Case Management Services

Except for youth who refuse to participate in the PAL program, PSC of Texas will ensure that each youth in DFPS-paid substitute care who is age 16 or older is provided a minimum of five hours of training in each of the following core areas to meet the individual needs of the youth:

- Health and safety
- Housing and transportation
- Job readiness
- Financial management
- Life decisions and responsibilities
- Personal and social relationships

PAL activities will include some classroom-based instruction, but there will be emphasis placed on providing youth with “real-life” experiences and situation in which to practice skills. For example, rather than just explaining how a checking account works, our staff will accompany the youth to the bank to set up a checking account and will assist the youth in learning how to budget expenses and write checks for purchase and recurring bills. Another example would be to familiarize the youth with public transportation by accompanying them on buses, cabs etc....

To ensure that the PAL program is delivered according to DFPS policy, PSC of Texas and our appointed PAL providers will:

- Provide consultation to DFPS conservatorship caseworkers by providing information and referral regarding transitioning youth resources;
- Establish a regional network and become experts regarding the Transitional Living Services program and resources for transitioning youth. Our provider staff will coordinate these services and resources between caseworkers, contractors, and the community on behalf of DFPS youth;
- Develop and provide regular training and education to caseworkers, contract providers, caregivers, partner agencies, and the community about needs of youth who are transitioning from foster care to adult living. PAL staff will present or train at national, state, and local events;
- Assist DFPS caseworkers in case planning activities as it pertains to identifying each youth's transitional living needs and services to meet those needs, and participating in individual case reviews with caseworkers;
- Participate in permanency conferences such as a Circle of Support or Transition Planning Meetings for youth ages 16 and older to help youth with the development of their transition plan;
- Include youth and young adults formerly in foster care in our Advisory Council, specifically having a youth/former foster care youth council;
- Implement experiential and community-based learning as part of PAL services, utilizing DFPS Tips and Resources for providing Life Skills Training and Provider Guide for Serving Older Youth;
- Determine the need for PAL services, recruit appropriate referrals, and obtain authorization for eligible youth;
- Determine eligibility for the Return to Care program and initiate intake information, if needed;
- Review delivery and documentation of services to determine accuracy, completion, and need for additional services;
- Maintain data entry for all youth receiving PAL-related services, activities, and training, including a follow up report after a youth has exited from foster care, and provide to DFPS in their preferred format;
- Ensure the National Youth in Transition Database (NYTD) data collection and outcome reporting requirements are met;
- Conduct PAL program service quality reviews periodically for practice improvement;
- Plan, coordinate, and provide transportation and supervision for statewide and regional conferences and events, such as Texas Teen Conference or PEAKS camp;
- Attend and participate in statewide meetings with PAL staff from all regions to find ways to ensure statewide consistency, improve program outcomes, understand policy changes, and implement best practices;
- Provide input and assistance with statewide activities and workgroups as appropriate and respond to state office requests for regional information;
- Develop a PAL regional annual plan of operation and annual plan of operation budget with assistance from DFPS contract management staff.

The PSC of Texas plan regarding delivery of the PAL program is also covered in Section 1.1.10 of this proposal.

1.4.4 Describe the process, policy and practice to ensure review of the appropriateness of the child's placement.
1.4.4 Response Space:

PSC of Texas will review each child’s placement at a minimum of every 90 days to ensure that it continues to be the most appropriate. The practice under the current system of care is to review only high utilization cases every 90 days, so this will be a system enhancement offered by PSC of Texas and demonstrates our commitment to ensuring the most appropriate placement for every child in our care. Additionally, it is important to note that Minimum Standard 749.1291 describes that a Child Placement Staff (Case Manager) is to document an assessment of whether or not a child’s placement continues to be appropriate at each Monthly face-to-face contact that they have with the child and this will be completed and documented by the provider staff. Placements will be staffed with our Utilization Management Department and our subcontracted partner caregivers, and multiple factors will be examined during these staffings, with ensuring the child’s safety and best interests as the guiding principle. Reports from the child’s physical and behavioral health services providers will be reviewed, caregivers’ perspectives will be considered, and the child’s perspectives and preferences will be central to decision-making regarding continuation of the current placement. PSC of Texas will develop written procedures to be followed when preparing for these staffings so that the pertinent information can be efficiently gathered from all parties.

When reviewing the appropriateness of the placement, the PSC of Texas team will consider all state and federal requirements and best practices. These areas include but are not limited to the following:

Preference for Family – Placement with the child’s family member(s) will always be the preferred option if child safety can be assured in such placement.

Least Restrictive Setting – Only family home settings will be considered least restrictive. If placement with the child’s own family is not possible, the child will be placed in a foster family home, unless there is clear evidence that the child’s safety and well-being cannot be assured in that setting.

Placement with Siblings – Children will be placed with siblings unless there is clear, documented evidence to support the child’s best interests being served through sibling separation.

Individual Circumstances – The placement review process will require documentation and consideration of any situations unique to each child that would dictate reconsideration of appropriateness of the current placement.

Proximity to Home Community – If it is determined that the current placement no longer meets the child’s needs, any new placement recommended to DFPS by PSC of Texas will be no more than 50 miles from the child’s home community, i.e. their parents’ home. In situations where a child’s high level therapeutic needs could not be met in a placement within the home community, the therapeutic placement will be continuously motorized and reviewed for step down to a less restrictive placement in the home community.

School of Origin – Minimizing educational disruption will be a central consideration in all placement reviews. The PSC of Texas team will make every effort to maintain children in the school settings in which they are established.
Biological Family's Circumstances — Preparation for a placement review will include a review and update of the child's biological family's circumstances that they can be taken into account when looking at appropriateness of placement. For example, if the bio is planning to relocate, those plans could impact upon continuation of the current placement.

Substitute Caregivers' Circumstances — Changes in the foster family's circumstances will be examined and considered during placement reviews. For example, the addition of a new child to the home, or illness or other special issues within the foster family could affect the child's well-being in that placement.

Child's Culture — Every effort will be made to match children to placements that reflect their cultural heritage and identifications. All of PSC of Texas' provider partners will be thoroughly trained in cultural competence so that all of our caregivers will demonstrate respect and support for the child's culture, and placement review will always reconsider this aspect. PSC of Texas will notify DFPS in writing within one business day of or becoming aware of the tribal affiliation (or possible affiliation) of a child or child's family member(s).

Preserve Current Placement — Provided that a child is currently placed in the least restrictive environment (family home) and that it is determined that his or her needs are being met in the placement in terms of the foregoing factors, every effort will be made to support and continue the child's current placement.

If as a result of placement review it is determined that continuation of the current placement is not in the child's best interests, PSC of Texas will notify DFPS within the prescribed timeframes for emergency or non-emergency placement requests, as discussed in section 1.4.5. of this proposal.

1.4.5 Describe process for promptly notifying DFPS should a move become necessary.

1.4.5 Response Space:

When we as SSCC become aware of the need for a change of placement for a child already in our System of Care (SOC), we will proceed as follows:

Emergency: PSC of Texas will immediately notify DFPS by their preferred method (telephone or electronically) of the need to evaluate the current placement for appropriateness and will then notify DFPS electronically of an appropriate placement option, including potential medical consent. We will invite DFPS to a staffing with all pertinent parties (caregiver, provider, case manager, school staff, CASA volunteer, bio family members, and others as indicated) to discuss the need for the move and any wrap around service options if the move is not part of the current service plan. We will complete a pre-placement visit for child with potential caregivers whenever possible and will ensure that the child is involved in the placement decision as appropriate to his or her age and level of understanding. We will assume approval of the placement change if denial of placement is not provided by DFPS within 24 hours. Our Intake Department will provide required placement documentation to designated DFPS staff within 12 hours of the placement change occurring. The documentation will clearly support why the desired change in placement is necessary and is in the child's best interest.
Single Source Continuum Contract for Residential Child Care: A Redesigned Foster Care Approach
Procurement Number: 530-12-0003
Providence Service Corporation

**Non-Emergency:** Within 30 days of a desired change in placement, PSC of Texas will notify DFPS electronically of the need to evaluate the current placement for appropriateness. Our documentation will clearly state reason for desired change in placement and again we will invite DFPS to a staffing with all pertinent parties (caregiver, provider, case manager, school staff, CASA volunteer, bio family members, and others as indicated) to discuss the need for the move and any wrap around service options if the move is not part of the current service plan. Will then identify the appropriate placement option, including potential medical consenter, and notify DFPS electronically no later than 3 days prior to placement needing to occur. We will complete a pre-placement visit for child with potential caregivers and ensure that the child is involved in the placement decision as appropriate to this or her age and level of understanding. We will assume DFPS approval of the placement changes if denial is not received within 24 hours of notification to DFPS. PSC of Texas will then place the child and provide required placement documentation to designated DFPS staff within 12 hours of placement occurring. The documentation will clearly support why the desired change in placement was necessary and in the best interest of the child.

1.4.6  Describe the process and practice your organization will use to ensure child and family assessments are provided and are:

1.4.6.1 Provided by an appropriate professional
1.4.6.2 Timely
1.4.6.3 Tailored to the child and family's needs as indicated by case history and the unique culture of the child and/or family
1.4.6.4 Trauma informed
1.4.6.5 Child and family centered
1.4.6.6 Strengths-based
1.4.6.7 Inclusive of all other evaluations conducted for the child or youth and his or her family.

**Response Space:**

Providing timely, child and family centered, trauma informed assessment is critical to achieving permanency and well-being for children in the foster care system. The assessment process identifies issues to be addressed and directs the course of treatment, and also determines the placement setting that will best meet the child's needs.

Through collaboration with STAR Health, PSC of Texas will identify and/or develop an appropriate set of assessment tools for triage and placement as well as to identify ongoing service treatment needs. The array will include instruments specific to foster or biological families, trauma screens and other screens for children, and an intake form. These tools will capture relevant developmental data and information critical to the identification of appropriate services and level of care for each child being presented for intake. At minimum, assessments will
cover domains addressing family, education, relationships, and skills. We will develop instruments to be used in reassessment to measure the child’s progression in these domains, as well as progress towards achieving service plan goals. Over time this information will be aggregated to determine whether the placement continues to meet the child’s needs.

Objectives for use of these assessments will include reducing the number of placement levels; reducing the use of psychological testing to determine level of care; and shortening the therapeutic service term and time to reach permanency. In-depth assessing of foster family skill sets will be implemented on the front end to ensure better matches, thereby reducing placement disruption. PSC of Texas and STAR Health will also develop a clinical assessment tool to assist in determining the risk and appropriateness for a child and/or family for reunification when indicated.

1.4.6.1 Appropriate Professionals

All assessments implemented by PSC of Texas will be provided by an appropriately trained and credentialed professional. We plan to involve STAR Health clinical staff as participants in our intake and initial assessment team. This would be someone available by phone or in person to ensure clinical representation/review from the beginning. PSC of Texas will encourage some of our subcontracted Child Placing Agencies (CPA’s) to become Medicaid providers and do the clinical work directly for foster children. All therapy and clinical services will be provided solely by STAR Health providers. Further, we expect the assessments will be provided by a credentialed STAR Health provider and billed through STAR Health to the extent possible.

1.4.6.2 Timely Assessments

Intake assessment will be completed in less than four hours from the time of referral from DFPS for emergency placements and will be used for purposes of identifying childhood trauma experiences and matching a child with the most appropriate, least restrictive placement. Preliminary service plans will be developed using information from the assessment tool with 72 hours of placement. An in-depth assessment will be completed within 3 weeks following any emergency placement allowing sufficient time for the child and caregiver to settle into a routine and form an initial relationship. Information gathered during the in-depth assessment will be used in development of the child’s service plan no more than 30 days following the date of placement. In-depth assessments of a child’s service needs will be conducted prior to making a recommendation to DFPS regarding placement for non-emergencies, in a timeframe that will allow development of the service plan a minimum of 30 days prior to any placement change date.

1.4.6.3 Tailored to Child and Family Needs

The assessment tools adopted by PSC of Texas, in collaboration with STAR Health, will be designed to elicit information about each child and family’s unique strengths and needs. The history of each case will be documented in the assessment process through information obtained through court documents, DFPS files, and interviews with the child and family members. The cultural identification of each child and family will be assessed and a report will be created that thoroughly documents, cultural identity, including beliefs, practices, and preferences to be considered when designing a treatment plan.
1.4.6.4 Trauma informed Care

It is critical for staff and caregivers within the system of care to understand the importance of recognizing and addressing Trauma. Trauma can have serious short term and long term effects on children's development. Complex trauma is particularly devastating and can affect many areas of functioning, including attachment, cognition, mood regulation, behavior control, physiology, dissociation and self-concept.

Trauma informed assessment is an in-depth exploration of the nature and severity of traumatic events and the current trauma-related symptoms. Mental health conditions are often symptomatic of earlier trauma, but routine assessment of trauma in persons experiencing mental illness is often overlooked. In children the symptoms of trauma are frequently labeled with diagnoses such as conduct or oppositional-defiant disorder. Consequences of receiving an incorrect diagnosis include being prescribed unnecessarily high doses of medications; continued guilt and low self-esteem; and inability to access treatment in community settings, necessitating placement in restrictive settings.

Recognizing that behavioral issues common to children in foster care are often the result of trauma experiences, PSC of Texas will design its assessment instruments to include exploration of the child's history of sexual, physical, or emotional abuse, as well as exposure to other traumatic events. A child's answer to one simple question can often provide the assessment needed to determine the most immediately relevant intervention.

The goals for our trauma informed assessment process will be as follows:

- Document the child's history of trauma;
- Determine the need for follow-up and referral;
- Identify imminent danger requiring immediate response;
- Identify the need for trauma-specific services;
- Communicate to the child that abuse and violence are acknowledged as significant events;
- Communicate openness to hearing about and discussing painful events with the child;
- Open the possibility for future discussion if the child chooses not to talk about traumatic events initially;
- Train caregivers and staff on how trauma is experienced by children of different ages;
- Train caregivers and staff to recognize signs and symptoms of child traumatic stress by developmental stages.

As appropriate for age and developmental level, each child will be asked what kind of intervention or treatment would be most helpful and least traumatic. Treatment for children who have experienced trauma will focus on the trauma itself rather than the symptoms exhibited. Our providers will discuss with each verbal child their preferred methods/techniques for self regulation and de-escalation at the time of placement and the caregivers will be informed of these techniques.

All SSCC and provider staff, as well as all caregivers, will receive initial and ongoing trauma training to assure everyone interacting with the child understands the effects of trauma and is able to support the child's recovery appropriately.
### 1.4.6.5 Child and Family Centered

Family Centered Practice requires that the entire system of care seeks to engage the family system in helping them to improve their ability to safely parent their children. Family centered practice requires that the family is viewed as a system of interrelated people where action and change in one part of the system impacts the other. While the ultimate goals are the safety, permanence and well-being of the child, the entire family is the focus of intervention. The emphasis in family centered work is not solely on “diagnosis and treatment”. Many families that come to the attention of the child welfare system are in need of assistance with daily living skills and basic parenting tools, such as and managing normal child developmental stages of behavior. Additionally, many families need access to community resources that can help them keep food on the table, provide rental assistance, etc.

Family Centered Practice also requires an understanding of the importance that relatives and other kin can play in planning for and ensuring child safety and permanence. The tradition of extended family and other significant adults caring for children when the child or youth's parents are not able to do so is strong in all cultures. This tradition has been based on the strengths of family members and networks of community support to ensure that children remain within their own families and communities when parents cannot provide the care, protection, and nurturing that children need, and “kinship care” is one of many permanency options for children.

The assessments developed collaboratively by PSC of Texas and STAR Health will incorporate the philosophy of family centered practices. Our assessment instruments will contain questions to assist us in gathering family information during the assessment phase. However, every question will not necessarily be asked of every family; rather, we will use those questions that will best elicit information from each family. Categories to be addressed in this assessment include the following:

- The family telling their story
- Parenting
- Family fears
- Family resources and strengths
- Kinship/neighbor care options—family connections—support system
- Child Needs
- Child Mental Health
- Parental Mental Health
- Parental Child/Substance Abuse
- Domestic Violence in the Home
- Employment/Vocational
- Educational
- Housing/Basic Needs
- Medical/Dental
- Successful Visitation
- Reunification/Case Closure
1.4.6.6 Strengths-Based

When children and youth are referred for behavioral health or child protection services, professionals typically label and describe them in terms of the deficits, problems, and pathologies they present. Deficit-oriented terms such as "conduct disordered," "depressed," "psychotic," and "socially maladjusted" are oftentimes used to describe children. In special education, mental health, and other social service disciplines, numerous instruments exist that assess the emotional and behavioral disorders of children. While many of these instruments have strong psychometric properties and are useful in identifying a child's situation, these instruments provide little or no information about a child's strengths, competencies, preferences, resources, and supports. These latter attributes are the critical building blocks for recovery, safety, and successful permanency.

Education and social service plans that are based on the deficits, problems, or pathologies of children direct attention to only one view of the child, specifically, what the child does poorly. In contrast, strength-based assessment directs the professional to identify and build upon the existing strengths and skills that the child and family present. Strength-based assessment is founded on four important assumptions:

- Every child, regardless of his or her personal and family situation, has strengths that are unique to the individual.
- Children are influenced and motivated by the way significant people in their lives respond to them.
- Rather than viewing a child who does not demonstrate strength as deficient, it is assumed the child has not had the opportunities that are essential to learning, developing, and mastering the skill.
- When treatment and service planning are based on strengths rather than deficits and pathologies, children and families are more likely to become involved in the therapeutic process and to use their strengths and resources.

The assessment instruments utilized in the PSC of Texas System of Care will focus in identifying each child's and family's strengths, preferences, competencies, resources, and supports. The information elicited from the strength-based assessment perspective will be integral to the design of individualized treatment plans.

Inclusive of All Other Evaluations

PSC of Texas through our providers and our SSCC team will work to gather all known evaluations and assessments on the child and family. The information contained in these prior evaluations will be thoroughly reviewed by our staff and will be incorporated into the assessment we conduct at intake, treatment plan review, and reconsiderations of placement. Sources we will consult in order to obtain existing assessment information will include but not be limited to STAR Health or other behavior or physical health care providers, DFPS reports, court documents, the child's school assessments and plans, and any known family plans.
1.4.7 Describe the process children, youth and families will use to safely elevate concerns about the provision and/or quality of services provided.

1.4.7 Response Space:

Children's input will be sought at each step in the service process from referral to permanency, as appropriate for the child's age and developmental level. Input will be solicited through written satisfaction surveys but more importantly, through conversations with children. Each time a PSC of Texas Intake Counselor, Utilization Manager, or subcontracted Child Placing Agency staff member has contact with a child, the child will be asked to share any concerns regarding quality or any other aspect of the services he or she is receiving. These discussions will be held in private with the child and offer the safest environment possible to encourage the child to be forthcoming. Additionally, all non-verbal children will be observed and viewed to assess their developmental and physical well-being and how they are doing in the placement. Our staff will be expected to assure children that there will be no negative consequences for expressing their feelings and opinions, so that children will feel comfortable with speaking freely. Further staff will assess the risk to the child which will be documented. Any increase risk identified will be communicated immediately to supervisors and program managers as well as to DFPS case manager.

PSC of Texas staff at all levels will be trained and encouraged to establish a supportive atmosphere where the child can safely express concerns. Some of the actions our staff will be asked to take to develop this supportive relationship with children in our care will include:

- Seeing the child frequently;
- Working to build a relationship;
- Listening to the child's feelings and concerns;
- Answering the child's questions;
- Including the child in planning regarding his or her treatment, daily activities, and permanency;
- Teaching and encouraging the child to make choices;
- Refraining from forcing therapy, testing, vocational plans, or placement decisions on children who don't understand, are not ready, or don't want this "help";
- Respecting and maintaining the child's confidentiality;
- Helping the child to feel accepted as opposed to "different" or "awkward".
- Providing "normalcy" for all children in foster care, so they are not seen or perceived as different from their non-foster care peers.
- Ensuring every child placed in our system of care is given a phone number, email address and name of the SSCC "hotline" (we may call it something else). This will be monitored 24/7 by having the e-mail and calls routed to a on call phone that is staffed by the QA and UM staff. This will allow the children the opportunity to bring concerns to the direct attention of the SSCC in a more immediate and confidential nature.
- CPA families and children placed in our system of care will understand that should a child/youth request access to email or telephone for contacting the SSCC, their DFPS caseworker, their CASA volunteer, or their attorney, access will not be denied under these
We will ensure that all children are provided with a written copy of DFPS Rights of Children and Youth in Foster Care at the time of initial placement and also at the time of any placement changes. We will review this document with children as is age appropriate to help them understand their rights, and we will encourage them to speak up if they have any concerns in this regard. In situations where a child is deaf or hearing impaired, PSC of Texas will ensure that effective communication occurs. When providing services to a child who is deaf or hearing impaired, we will contact a Deafness Resource Specialist from the Department for Assistive and Rehabilitative Services (DARS) for assistance in determining how best to ensure effective communication.

Many of the children served through the SSCC will present with challenging behaviors that will require a behavioral management plan. PSC of Texas providers and their foster parents and other caregiver staff will be thoroughly trained in appropriate behavior management and discipline techniques. As the SSCC, we will develop and implement discipline policies consistent with the Texas Administrative Code (TAC) and Minimum Standards, to include Emergency Behavior Intervention policies for de-Escalation and Crisis Management that are consistent with the TAC and Minimum Standards.

We will invite families to share their concerns regarding the services their children are receiving. We will reach out to families through letters, satisfaction surveys, and in-person and telephone contacts to solicit their feedback. Any concerns expressed will be entered into a log that will document the date, name of person raising the concern, narrative explaining the concern, explanation of actions take to resolved the issue, and the outcome. These logs, as well as all child and family satisfaction surveys, will be reviewed regularly by our Quality Assurance staff to identify trends and issues, and develop plans to address them.

PSC of Texas has developed an incident reporting and tracking system that will require every provider to report any incident occurring with a child. These reports will be reviewed immediately by a Quality Assurance team member and if necessary further investigation will be conducted and appropriate action taken. This would include but not be limited to a corrective action plan, additional wrap around services, and training. All incident reports would be available to DFPS and provided to DFPS case manager assigned to the case. Any incident reporting an injury, runaway, missing child, or increased threat to the safety of a child will be reported immediately to the SSCC and DFPS, this report would be expected to be made within 2 hours of any such incident.

PSC of Texas will also establish a grievance procedure for families, children/youth, caregivers, providers, CASA, and other stakeholders to utilize when they believe that a situation warrants immediate investigation and resolution.

As part of our grievance/dispute resolution process PSC will track and follow up all such complaints.

1.4.8 Describe the process to ensure delivery of appropriate services to families that have moved outside of the catchment area since their child or youth entered paid care.
1.4.8 Response Space:

Keeping family members engaged in services when the child lives in a different catchment area is critical to successful permanency planning. PSC of Texas will utilize a variety of approaches to deliver services to families that have moved outside the catchment area in which their child is placed, including use of the internet (not social media sites, unless approved), telephone, video conferencing, and Skype technologies. Our performance based contracts with network providers will include language to ensure they are using these types of resources to support family engagement.

It is also essential that children residing in other regions receive any service needed, regardless of their location. PSC of Texas will partner with other regional SSCCs (or DFPS if a SSCC does not exist) to define this process and develop a “working agreement” that defines a uniform operating procedure for children living in other regions, for whom the SSCC will be financially responsible. A working agreement with other SSCCs would encompass the following:

- Provide referrals as required in the service plan
- Provide case coordinator activities to ensure child safety and well being
- Required visitation
- Supervision of child and family
- Communication with providers
- Mental, emotional, health, dental needs
- Service plan assistance for parents
- Independent living
- Safety planning
- Contact with the “primary” SSCC and SSCC of the child/family to update on case activity
- IMPACT entries on all cases as required
- Tracking all children placed in and out of regions.
- Coordination of activities

The “sending” agency will have the responsibility to pay for services provided, as well as to ensure that all needed services for the family and child are qualitative and in place to ensure service plan needs are met.

PSC of Texas will work with DFPS to identify a visitation plan with family members and siblings in the rare event they are placed separately, and the plan will be documented once approved by DFPS. We will assist in arranging and providing transportation for visitation or visitation with relatives and/or fictive kin that are included in the approved visitation plan. Written reports of visitation will be provided to DFPS as required.

Some of our network providers have several outreach offices across the State. Parenting classes and in-home supportive services can be provided from these outreach office locations to family members outside of the Catchment Area in which a child is placed. We will draw
upon the expertise and existing collaborations of our network providers to identify and engage service providers across the state, thereby ensuring that we can appropriately address the needs of our children’s families who are residing outside of the child’s Catchment Area.

1.4.9 Describe the policy, procedure and practice to ensure children and youth receive the support necessary to succeed academically.

1.4.9 Response Space:

If a child under the age of three is in CPS conservatorship and is eligible for STAR Health, PSC of Texas will ensure that the child has had a Texas Health Steps exam (developmental screening) with a STAR Health provider. The STAR Health provider will then refer the child to the Early Childhood Intervention program (ECI) if appropriate. If a disability or developmental delay of a child under the age of three is suspected and the child’s condition requires intervention prior to the child’s initial or next Texas Health Steps exam, PSC of Texas will refer the child within two business days of the need being identified, after consultation with a DFPS supervisor, DD specialist, or CPS nurse consultant. (A child suspected of having a disability or developmental delay includes a child showing signs of being affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure.)

As SSCC, PSC of Texas will provide the support needed for children in our care to succeed academically. In compliance with Texas Education Code §29.012, PSC of Texas will notify the school district in which the facility is located for children three (3) years of age or older. This will include support to preschool age children, who will be provided access to appropriate early childhood education programs. Children between three (3) and five (5) years of age will attend a pre-kindergarten program offered through the public school, or an early childhood education program offered through Head Start, provided such a program is available in the local community of the child’s caregiver, unless an exception has been granted by the child’s CPS caseworker. If such a program is not available and an exception has been granted by DFPS, PSC of Texas will locate and pay for the child’s attendance at a private, early childhood education program or a pre-kindergarten program. We understand that the pre-kindergarten programs are available for 3 year olds and we will take advantage of any other services available to 4 and 5 year olds that have not entered kindergarten.

PSC of Texas will ensure that each school-aged child is enrolled in and regularly attends an accredited Texas public school within three school days of placement, unless an exception has been granted in writing by the child’s CPS caseworker. Written verification of the child’s enrollment will be provided by PSC of Texas to DFPS caseworker within five calendar days of the child’s enrollment. We will maintain and update the Education Portfolio for each school-age child in our care and ensure that the Education Portfolio is kept where the child resides. The contents of the Education Portfolio will include:

- School enrollment documentation: birth certificate, Social Security Number, immunization record, and withdrawal from the last school attended.
- Special education documentation: Admission, Review, and Dismissal (ARD) team meeting notes, the Individual education Plan (IEP),
and documents related to Section 504 of the Rehabilitation Act of 1973 regarding reasonable accommodations, and evaluation and diagnostic assessments.

- Report cards, progress reports, and/or IEP reports
- Transcripts
- Standardized test results
- Referrals, notices, and correspondence
- School pictures

PSC of Texas caregivers will ensure and document that report card and progress reports are discussed with each school-age child. Our performance-based contracts will require our caregivers to keep each child's Education Portfolio updated with the most current educational documents and records and to make the Education Portfolio readily available to DFPS for each school-age child on any visit with the child or as otherwise requested. Additionally, we will set expectations for the child's success and progress in school. Each child's academic performance will be tracked to determine grade level achievement and progress. It is a critical component of every child's development to successfully progress through school and as the SSCC we will make this a very important part of our providers' accountability and expectation. We will provide the child's Education Portfolio to DFPS at the time a School-Age child is discharged from our care.

We will ensure that all of our caregivers and specialty service providers understand the importance of avoiding disruptions to children's education. We will require them to schedule therapy and other appointments outside school hours whenever possible. PSC of Texas providers and their foster families and other caregivers will be expected to provide support to achieve the educational goals of the children in their care, including but not limited to, tutoring, help with homework, obtaining necessary school supplies, and participating in all ARD meetings and parent/teacher conferences either in person or by telephone. Many of our partner agencies have already discussed with us some of the ways they ensure that the children in their care are supported academically, and we will ensure that these best practices are shared at our regular Provider Council meetings.

1.4.10 Describe any services or deliverables that are not required by this RFP that your organization proposes to provide at no additional cost to DFPS. (Respondents are not required to propose any value-added benefits, but proposal of such benefits will be considered in the evaluation of Responses.)
1.4.10 Response Space:

In addition to the services described below that our providers bring to the table for the children that they serve, PSC of Texas will bring a wide array of behavioral health services including psychiatric services, mental health case management, and the full array of clinical services. These services are delivered in the home/placement for the child and will also be available to the appropriate biological family members. We will incorporate a wraparound service model designed to maintain placement stability and serve the child in a lower level placement option.

Additionally we will train our providers and their caregivers in the Resource Family model to begin the engagement and interaction with appropriate biological family members. This activity will result in shorter lengths of stay, reduced recidivism, and expedited determinations of permanency.

1.4.11 Response Space:

PSC of Texas has developed an initial plan for preparing to serve the families of children and young adults who are in the foster care program. The plan, as described in this response, will continue to evolve and develop following contract execution. PSC of Texas is invested in the wellbeing of Texas children, young adults, and families and is committed to ensuring that the services provided through the SCC are individualized, effective, and efficient.

Regarding §1.13(B) of the REP, PSC of Texas will utilize the same Intake Team that receives referrals of children and young adults to receive referrals of the families of children and young adults 24 hours a day, 365 days a year. PSC of Texas will work with the Department to establish policies and protocols for completing a family referral (which will be documented in the Operations Manual that is jointly developed). All complete family referrals will be accepted by PSC of Texas, including referrals of families or other individuals who reside outside of the catchment area. Services will be adapted to meet and abide by local jurisdictional requirements for services provided to families and children.

PSC of Texas will maintain regular communication with DFPS regarding the progress that families and individuals make. This communication will include recommendations/requests to DFPS regarding the extension of previously approved services and the addition of new services to meet the client's needs as well as progress towards permanency. Additionally, PSC of Texas will keep DFPS informed...
regarding client participation and attendance in approved services. PSC of Texas will continue to provide services until DFPS determines that the individuals referred for services are no longer eligible.

PSC of Texas will use PSC of Texas intake staff members to receive referrals and conduct an initial assessment of the types of services needed. PSC of Texas intends to enter into subcontract agreements with contractors to provide additional services to these families and individuals. These subcontracts will be monitored through PSC of Texas SSCC Contract Staff Members. Additionally, the PSC of Texas UM department will provide ongoing support for these subcontractors to ensure that the client's needs are being appropriately assessed and provided for.

PSC of Texas looks forward to speaking with DFPS regarding the Department's ideas for the types of services and methods for delivering those services to families once procurement procedures allow for that type of collaboration. In the mean time, PSC of Texas has engaged the CPA and GRO residential service providers in discussions regarding their ideas for doing the same. At this time, PSC of Texas intends to provide each of the types of services listed in chart 6 of Section 1.13(C)(6). In addition to these services, PSC intends to provide the following:

- Resource Families: PSC of Texas has experienced success in serving the families of children and young adults who are in the foster care system by developing resource families. Resource families are foster and adoptive families who have been selected and trained to provide supportive services directly to the families of children and young adults placed in foster care. Supportive services include open communication, parent skill mentoring, assistance in identifying and obtaining services through community providers, and continued aftercare support as a resource for consultation following reunification.

Subcontracted CPA providers will be expected to develop their foster families as resource families. PSC of Texas will provide subcontracted CPA providers support (training and consultation) in how to accomplish this most efficiently and effectively based on the geographic area that they are serving.

- Parenting Skills Training: PSC of Texas intends to provide parenting skills training to families of the children and young adults placed through the SSCC. PSC of Texas intends to provide this training through subcontract agreements with qualified service providers.

- Transportation Assistance: PSC of Texas intends to assist qualified families and individuals of children and young adults in foster care in obtaining appropriate transportation to and from appointments and meetings that are required in the families plan of service. This service will be dependent upon available resources.

- Mental and Behavioral Health Services: PSC of Texas intends to assist the families of children and young adults who are placed in foster care through the SSCC by helping them locate and complete documentation necessary to participate in mental health and behavioral health services as appropriate. PSC of Texas will assist these families in identifying potential funding sources for these services.
We have begun discussions with Star Health regarding provision of these types of services and engaging the CPAs and GROs as eligible providers in their network. We have begun to work with the placement service providers regarding grants and other funding opportunities. We have begun to examine other state-funded resources that may be available to our children and families, this includes the Schools, Courts, DADS, DSHS, county governments, FQHC, churches, United Way, faith-based organizations, 211, community businesses, and others.

PSC of Texas will utilize the Provider Council, the Community Advisory Committee, and our own outreach strategies to identify all available resources that can be accessed by our families and to assure that subcontracted family services providers have case managers as well as PSC of Texas' independent children's case managers are knowledgeable regarding these resources, how to refer and engage these resources, and how to assist our families in determining their eligibility for services.

PSC of Texas intends to begin implementing this plan immediately and will have the ability to refer and engage families and children with services as our providers currently do this and will continue. Additionally, we will make outreach efforts described throughout all of our response documents to engage every available resource for our children. We will not wait to receive the funding to start this service and process, it will begin the first day we have responsibility for a child.

1.4.12 State if, and if so, describe how, your organization will interact with the families of children referred to the SSCC in Stage I of Foster Care Redesign when the SSCC will not be receiving funds for family services through the SSCC contract, as such funds will not be made available through the contract until Stage II.

1.4.12 Response Space:
As the SSCC we plan to interact with families (with the knowledge and approval of DFPS) from day one. To the extent approved by DFPS, we will offer behavioral health services that are covered by various health plans including Medicaid and Medicare. PSC of Texas will develop resource directories specific to each community the SSCC serves and will offer information and referral to families for services available throughout the community as stated in 1.4.11 above. PSC of Texas subcontracted residential service providers will be required to propose services that they can provide to the families of the children placed in their licensed placement settings. To enhance the services required through their residential services contract. Subcontracted providers will be monitored through PSC of Texas UM, QA, and Contracts to ensure that these services are provided in a manner that is effective and efficient. As effective services are identified, information on how to establish that service program will be shared between subcontracted providers to enhance the effectiveness of the continuum network. We have talked with FQHC regarding their ability to engage with our families and we will interact with families through the CPA and GRO case management as well as the PSC of Texas independent children's case management we have identified (only one case management service will be working with a specific family at a time).

Further we will require that our CPA subcontractors develop the foster parents as resource families from the beginning of their contract with PSC of Texas and have them engage with the biological families as appropriate and approved by DFPS. This will involve parenting support, child visitation and communication, educational support and normalcy activity engagement.
Again we would assume that even though we are not receiving the family services funds the children and families under the SSCC may still have access to services provided by this funding. We are not depending on this being available and have significant plans as stated above to engage families.

### 1.5 SSCC Model's Fiscal Requirements (Stages I, II, III).

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#### 1.5.1 Describe your organization's current fraud, waste, and abuse prevention policy and training procedures. Please describe any changes that your organization will make to this policy and training if awarded a contract.

**1.5.1 Response Space:**

To uphold our Company's Business and Ethics policy and standards, we have implemented a Corporate Ethics Program. The Corporate Ethics Program is designed to establish a culture that promotes prevention, detection, and resolution of instances of conduct that do not conform to Federal and State law, and/or payer program requirements, licensing requirements, as well as business policies. The Corporate Ethics Program is also designed to guide the Board of Directors, Chief Executive Officer (CEO), managers, physicians, clinicians, billing personnel, and other employees in the efficient management and operation of business, and to guarantee the ethical conduct and best practice to become part of the fabric of routine operations. All employees, at time of hire, and then annually, will take the E-Learning Ethics Course which gives a comprehensive discussion of our Corporate Ethics Programs. As an employee of Providence, you are encouraged to report any conduct or practice which appears to be or is unethical. You may submit a report directly to the Ethics Officer via phone, email, or written report. You may make reports by calling the Corporate Ethics Hotline at: **1 800 648-7140** or via e-mail to providenceethicshotline@provcorp.com.

As part of the Company's Ethics Program, and in compliance with the Deficit Reduction Act of 2006, all staff must receive training about Medicaid fraud. The Corporate Ethics Program includes an annual training for all staff which provides information about the federal civil False Claims Act, federal remedies for false claims and statements, and whistleblower protections available under such laws.

The federal civil False Claims Act is designed to prevent and detect fraud, waste and abuse in federal health care programs. Our Company's Ethics Program is also designed, in part, to detect and prevent fraud, waste and abuse. Through the Company's Whistleblower policy, the Company has established a procedure by which employees can report to the Company allegations of known or suspected alleged improper activities. All employees of the Company are encouraged to report, orally or in writing, to their immediate supervisor or alternate line of authority, all evidence of activity by a Company department or employee which may constitute improper activities, as defined in the Whistleblower policy. (The Company's Whistleblower policy is on the Company's website: **www.provcorp.com**.)

Each employee (full time or part time) is required to take the Ethics course annually; this is carefully tracked and reported on by the Providence Human Resources Department. Attached are the Providence Ethics policy and Whistleblower Policy (both are also on our website). Also attached is our Social Networking Policy which contains explicit instructions regarding any knowledge/suspicion of fraud, waste, or abuse. We believe our ethics program is very comprehensive and would not change this if we were awarded the SSCC contract unless
DFPS identified a need that is not currently addressed.

1.6 Records and Reports (Stages I, II, III).

| 1.6.1 | Describe your training plan related to your organization's IT Systems (including financial, case management, organizational, etc.). If your organization:
|-------|-------------------------------------------------------------
|       | • has implemented any new IT Systems within the past year or
|       | • has implemented new functionality in existing IT systems within the past year or
|       | • plans on implementing new IT systems or system functionality to support the SSCC contract
|       | then please describe the systems implementation process and when implementation will be completed.

1.6.1 Response Space:

PSC Texas currently operates Dynamics as our Financial system and we use ADP for our payroll system, both of these are fully implemented and operational; we plan to use both of these systems to support the SSCC contract. These systems have been in place for over 10 years and the staff currently trained and using these systems are already in place and will cover the SSCC activity should we be selected.

Each new Providence employee receives training on the basic use of our computers including security, login, e-mail/Outlook, Microsoft Office, and the support desk process. Again these systems have been in place for years and is incorporated into our new employee orientation.

The PSC Texas team has implemented a new case/client management system, CoBRIS, within the past year AND plans to implement new functionality to that case management system to support the SSCC contract. The new functionality to support the SSCC contract will be completed prior to transition of any services.

The CoBRIS system as described in our original response and subsequent SSCC meeting is a full client tracking system for individual service providers and is specifically built to assist the SSCC model. PSC Texas is currently implementing the individual client tracking modules and we plan to continue implementation of the SSCC management modules of CoBRIS if we receive the award for the SSCC contract.
Below is the implementation and training plan we have followed and will follow upon award of the SSCC contract.

**Step 1—System Analysis**—Upon award Five Points will work with PSC Texas to design and document the required enhancements necessary for the SSCC model in the specific region.

This is accomplished by completing each of the following steps:

- **Interactive session** - An interactive session where the CoBRIS SSCC management modules be reviewed. Since these modules are operational in other states, this will be a live drive the system to view how CoBRIS screen flow occurs.

- **System Features and Functions / Process Flow** — Each feature in the system will be documented in the implementation manual for review. Any differences in the state requirements or SSCC model will be noted and detailed for the developers to modify before delivery.

- **Meet with DFPS** —Meet with DFPS to determine both the technical and functional requirements for the data reporting.

- **If needed, Field Review and Validation** — After each screen shot in the analysis book, a data dictionary for that screen showing each field, what module it comes from and the validation criteria for that field will exist. Each field will be reviewed with the user and any changes required noted. This will allow the developer to make the necessary changes to the tables, screens and reports based on these notations.

**Timeline:** 0-21 days, this process has already begun as part of our recent licensure as a CPA.

**Step 2—Work Break Down Estimation**—Finalizing the Specifications

**CoBRIS changes / customizations:** Once the analysis of any required process changes or customizations is complete, we will determine the number of hours necessary to change the system to the SSCC Texas specific model. The estimations will require the developers to determine exactly how much time is required for analysis, table modification, screen enhancement, report enhancements and testing prior to completion.

**Timeline:** Days 22-30

***Month One Complete***

**Step 4—CoBRIS Updates / Ongoing User Testing**—Once the specifications are approved the Implementation team will create a timeline estimating the completion of each screen, label, report, data import etc. Weekly updates will be provided to all members of the team. We use agile or test driven development — meaning we will be interacting with the users throughout this phase, working though the changes have users review them, test the changes, making any additional edits, etc.

Once all changes / customizations are complete the Five Points will work with PSC Texas to cross check that all components are complete for the SSCC Model. This is critical to clarify expectations of the user on what their new system will look like and the functionality it will perform as well as protecting Five Points to ensure they deliver to the customer exactly what they are expecting in the solution.
testing and training acceptance level will be determined and approved as well by the customer.

Timeline: Days 30-60

***Month Two complete

Step 5 – Implementation/ Production Set up – This stage where PSC Texas and Five Points work to set up CoBRIS for Implementation, this includes reviewing the data import from Providers, working with DFPS on any data clarification issues, setting up the SSCC Offices, Locations, Staff, Hierarchy, Roles, in CoBRIS. This set up ensures that PSC Texas complies with the requirement that CoBRIS must ensure secure access to data through authentication and authorization, and be compliant with all security and privacy regulations. CoBRIS requires that each user of the system have unique log-in credentials, and that the available data to the user is based on role and proximity. Each user will have read, write, edit, and view permissions based on the role and proximity. This security will ensure that functions (roles) are restricted so that only the users with appropriate security may enter, view, and update data. The current security design complies with the requirement that all user access is limited to location (proximity) and role-based security, limiting the entry, modification, deletion and viewing of specific data to specific users, and that the proposed system must provide encryption of the data being transmitted from the hosting server to the end user.

Timeline for Setup Phase: Days 61-75

Step 6 – User Training – PSC Texas understands that training is key to staff understanding the purpose, use and requirements of each IT system we use. Each staff member of the SSCC will be trained on the IT systems required for their job description. We will complete one half day training with each staff member at time of implementation; we will then train the System admin(s) and Champions in a train the trainer session for ongoing training needs of each division of the SSCC.

Also, all staff, prior to hiring data, with be required to complete trainings for the security of this confidential information; these staff and subcontractors will be required to comply with these rigorous standards for security and transmission of confidential data.

Additionally, there may be a need for PSC Texas to train staff in our Provider network on CoBRIS data entry functionality and/or the data import functionality (for providers who already have a client management system they can import the required contract data to PSC Texas). PSC Texas will coordinate with each Provider in advance to determine a date and location for the training as well as to distribute training materials on the specific CoBRIS module the training will pertain to.

Training materials will include

- A training facilitation guide, built around the training curriculum, to organize and conduct the training events. The training facilitation guide will be developed as a Microsoft Power Point presentation, and will be displayed at each training event to guide training activities (electronic format).
- A participants manual, which will consist of an electronic copy of the training facilitation guide with room for participants to record
notes next to each slide, as well as copies of the training activity materials and worksheets.

- Copies of screen shots and specific data elements pertinent to the training

PSC Texas will work with our Provider network to identify at least one “champion” for each Provider. These champions will promote the use of CoBRIS and will provide follow-up assistance to training participants in their organization regarding effective data entry acquirements to the SSCC. PSC Texas will support these Champions within our Provider network with technical assistance hours. Technical assistance will focus on reinforcing the appropriate use of the CoBRIS software and its data import requirements ensure to PSC Texas is receiving data timely and accurately for our Provider network.

CoBRIS will track every service provider using the system to ensure the required data is completed properly and in a timely manner. The audit tracking system in the application captures the data and time of all transactions that occur in the application. CoBRIS contains a compressive transaction based audit tracking system that records the entire session of the user activity in the system. The audit tracking system also records every change to all data records in the database, which user made the change, and when the change was made. The transaction audit log gives the system administrators the ability to perform a roll-back of a record. PSC Texas will provide compliance reports that will allow real-time monitoring of compliance at the user, service provider, and system level.

Timeline: Days 76-90

Step 7 – Production / Go Live:

CoBRIS will be in Production environment.

Timeline: Ongoing

***Month Three Complete

We do anticipate this timeline being shortened due to the work we are completing with the CoBRIS system now as part of our recent licensure as a CPA. This system will be complete before any children are accepted and a critical component of the readiness assessment.

Ongoing Phase - Support and Maintenance

IT Support staff will track end-user support requests from the all staff are using a web based help desk system to ensure timely responses and monitor support performance and quality levels. The support team will setup, configure and maintain hardware in accordance with support standards as required by DFPS security and system requirements. IT Support will use the Numara Footprints helpdesk system and Vector PC-Duo Enterprise remote tools for shared desktop sessions and to diagnose user problems remotely, timely and securely. Critical SSCC hardware and software will be maintained under vendor warranty and support contracts to provide quick response to system failures.
In addition to the above information, the following is a point-by-point response to Section 1.03 in the RFP document. We have also included our IT policies that are referenced below.

Information Technology Acceptable Use and Prohibitions. Information that DFPS entrusts to the SSCC will be protected in a manner consistent with its confidentiality and in accordance with all applicable standards and laws. The requirements of this Contract apply to any subcontractors performing work required under this Contract on behalf of the SSCC.

- User Requirements. The SSCC, its employees, agents, volunteers, subcontractors, and any other person or entity granted access to DFPS information resources must comply with the following standards set forth below:

  All user computers must be password protected.

  **PP-IT-1088: OPERATING SYSTEM ACCESS CONTROL**
  In support of the Information Security Management System, the Providence Service Corporation will provide access to information services via a secure log-on procedure.

  Users leaving their computers unattended must either log off or lock access to their workstation.

  **PP-IT-1088: OPERATING SYSTEM ACCESS CONTROL**
  Inactive workstations should shut down to prevent access by unauthorized persons. All computers will be kept in a logged-out state when not being used.

  Users must not share their passwords, personal identification numbers (PIN), security tokens (such as Smartcard), or similar information or devices used for identification and authentication purposes to any system or application.

  **PP-IT-1085: NETWORK AND APPLICATION ACCESS RIGHTS**
  Passwords will not be shared. Passwords will be changed whenever there is a chance of compromise.

  Users of DFPS information resources must protect all account information that may allow access to any system under the authority of DFPS. This includes account identifiers, passwords, personal identification numbers, security tokens, or any other information or device used for user identification or authorization.

  **PP-IT-1085: NETWORK AND APPLICATION ACCESS RIGHTS**
  All users will keep their passwords confidential and store them securely (i.e., not on the computer and not on paper unless they can be protected). They will be created and, where necessary, communicated but not documented. Passwords will not be stored in a computer or used in a macro for sign-on.
Users must not purposely engage in activity that may circumvent computer security measures.

PP-IT-1085: NETWORK AND APPLICATION ACCESS RIGHTS
In support of the Information Security Management System, the Providence Service Corporation will make users aware of good security practices and require them to use good security practices with their passwords.

Users of information resources must not engage in any act that would violate the purposes and goals of DFPS as specified in its governing documents, rules, regulations, and procedures.

PP-IT-1085: NETWORK AND APPLICATION ACCESS RIGHTS
Access will be given that is consistent with legislation and contractual obligations for confidentiality. In support of the Information Security Management System, the Providence Service Corporation will define and document network access control rights and rules for each User Account or Group Account.

- **Account Management.** Account management establishes the standards to create, monitor, control, and remove user accounts. User accounts should adhere to these settings if DFPS confidential data is being utilized or maintained. The account management standard applies equally to all user accounts without regard to their status or category.

  All accounts must be identifiable using a unique user ID.

PP-IT-1084: NETWORK USER ACCOUNT CREATION, UPDATE, DESTRUCTION
All users will be given unique Account IDs that can be directly linked to them.

Accounts, other than service accounts, must uniquely identify a specific user.

PP-IT-1084: NETWORK USER ACCOUNT CREATION, UPDATE, DESTRUCTION
All users will be given unique Account IDs that can be directly linked to them.

Account access levels must be reviewed for appropriateness every 12 months, at a minimum.

PP-IT-1085: NETWORK AND APPLICATION ACCESS RIGHTS
Access rights shall be reviewed every month. This includes group memberships, application of permissions at a directory security level and application of permissions at a share level.

Upon termination, employee accounts must be disabled.
PP-IT-1084: NETWORK USER ACCOUNT CREATION, UPDATE, DESTRUCTION

HR, a supervisor, or a senior IT person will immediately notify HR Support when a termination has occurred. If possible, and in the case of sensitive terminations, HR Support may be notified prior to termination. The user account for the person being terminated then has their password reset and removed from the appropriate Organizational Unit (OU).

All access accounts established for contractors, subcontractors, vendors, and/or maintenance accounts must be disabled and deleted immediately upon termination or completion of the contract period.

PP-IT-1084: NETWORK USER ACCOUNT CREATION, UPDATE, DESTRUCTION

A user account may also be removed if there is no longer a business need for the user account. The same notification process will be used.

- Back-up and Disaster Recovery. Backups of data and applications are a business requirement established to enable the recovery of data and applications in the event of loss or damage due to natural disasters, system disk, and other systems failures, intentional or unintentional human acts, data entry errors, or systems operator errors. Backups should adhere to the requirements of this section if DFPS confidential data is being utilized or maintained on systems that require backup services to recover in the event of data loss.

Backups must be of sufficient frequency and extent to support documented business continuity and disaster recovery plans. Frequency and extent may vary, depending on data classification and owner requirements.

PP-IT-1099: RISK REDUCTION

BACKUP PROCEDURES

1. Both daily backups and weekly backups will be made
2. Backups will be tested regularly.
3. Daily backups will remain at the data center under approved security procedures. A secure location such as a fireproof safe will be used.
4. Weekly backups will be moved to an off-site storage facility.
5. System and application software necessary to access that data should also be stored along with any changes made to either.

Physical access controls in use at any off-site storage location must meet or exceed the physical access controls defined for the source systems.
All media will be stored in a safe and secure environment and in accordance with the manufacturer's specifications. A secure facility such as a hardened data storage center facility or a bank will be used.

Media used in the provision of backup storage must be protected in accordance with the highest level of sensitivity of information being stored.

PP-IT-1099: RISK REDUCTION
Daily backups will remain at the data center under approved security procedures. A secure location such as a fireproof safe will be used. All media removed from the organization shall be logged and transported securely. A secure facility such as a hardened data storage center facility or a bank will be used.

A success verification process must be implemented for all electronic information backups.

PP-IT-1099: RISK REDUCTION
Backups will be tested regularly. Restoration procedures will be documented and tested to ensure that they are effective and comply with restoration time requirements.

Electronic information backups must be periodically tested to assure recoverability.

PP-IT-1099: RISK REDUCTION
Restoration procedures shall be kept with the backup copies. Restoration procedures will be documented and tested to ensure that they are effective and comply with restoration time requirements. The physical and environmental controls that are in place at the main site shall also be in place at the backup site. Backup media shall be tested at agreed intervals to ensure the backup can be relied upon.

Stored data must have, at a minimum, the following data clearly identifiable by labels or other coding systems:

PP-IT-1099: RISK REDUCTION
1. All media will be labeled in accordance with its classification.
2. All media shall be logged

System name
Creation date
Sensitivity classification (based on applicable record retention regulations)
Offsite storage facilities must be geographically located away from the primary physical location of the information resource so that a single disaster will not destroy the data at both sites.

PP-IT-1099: RISK REDUCTION
The off-site storage facility should be secure and miles from the data center.

Confidential DFPS material transmitted over external network connections must be encrypted or otherwise protected as required by rule or law.

PP-IT-1007: IDENTIFICATION OF APPLICABLE LEGISLATION, REGULATIONS OR OUTSIDE REQUIREMENTS
In support of the Information Security Management System, the Providence Service Corporation will define, document and comply with all relevant statutory, regulatory and contractual requirements for each information system. Care shall be taken to account for different requirements in different locations, such as issues associated with encryption.

- **Imaging Devices.** Any device that has the capability to capture, store, or transmit a still or motion image of any document, person, or environment under the authority of this Contract must have the image-capturing function disabled when the user is operating in any area with access to DFPS information or other restricted DFPS environments. Exemptions to this requirement include dedicated document scanning devices and other equipment designed specifically to capture document images for archival storage.

PPP-IT-1007: IDENTIFICATION OF APPLICABLE LEGISLATION, REGULATIONS OR OUTSIDE REQUIREMENTS
In support of the Information Security Management System, the Providence Service Corporation shall implement controls to comply with all relevant statutory, regulatory and contractual requirements for their information system. IT management will have a process in place to assess compliance with its policies, procedures and standards.

- **Malicious Code.** All workstations (desktop, notebook, laptop, systems, or applications) whether connected to the SSCC’s network, used remotely, or stand-alone, must use virus protection software and configurations or a certifiably comparable product.

Virus protection software must not be disabled or bypassed.

PP-IT-1075: VIRUS AND SPYWARE (MALWARE)
Providence Service Corporation will install and run antivirus software (Symantec Antivirus Enterprise Edition) on all its workstations.
Settings for virus protection software must not be altered in any manner that will reduce the effectiveness of the software.

**PP-IT-1075: VIRUS AND SPYWARE (MALWARE)**

All workstations will enable live update, auto-protect and e-mail scanning for their antivirus software, ensuring that every file saved or retrieved on the workstation is scanned for viruses.

Any automatic updates should be enabled on any antivirus protection software.

**PP-IT-1075: VIRUS AND SPYWARE (MALWARE)**

Virus definition updates from the antivirus software provider (Symantec) will be downloaded to central servers on a daily basis (or as they become available), where they will be made available to all workstations.

**Operating Systems.** The SSCC must ensure that operating system software is stable with appropriate patches and has corresponding and complete documentation. Security-related operating system or software application patches must be reviewed and installed periodically, consistent with the criticality and vulnerability of the resource.

**PP-IT-1071: DESKTOP, LAPTOP AND WORKSTATION SECURITY**

**FIRMWARE UPDATES**

Firmware updates will be installed on all desktop and laptop computers as needed.

**OPERATING SYSTEM UPDATES AND SECURITY PATCHES**

Microsoft Windows operating system updates will be downloaded and installed automatically as they become available on all desktop and laptop computers.

**'OFFICE' SOFTWARE UPDATES AND SECURITY PATCHES**

1. Microsoft "Office" software updates and security patches will be installed on all desktop and laptop computers as needed and in response to major service pack releases.
2. Monitoring of operating system and software versions on desktop and laptop computers will be performed

**Passwords.** Passwords must adhere to a minimum length and format as defined by current password guidelines.

**PP-IT-1085: NETWORK AND APPLICATION ACCESS RIGHTS**

Users must not write down passwords and store them near their computer.

All users will keep their passwords confidential and store them securely (i.e. not on the computer and not on paper unless they can be protected). They will be created and, where necessary, communicated but not documented. Passwords will not be stored in a computer or used in a macro for sign-on.
Users must not share their passwords with anyone, including when assisting with computer problems (technicians, Customer Service Center agents, and so on), supervisors, or other employees.

Passwords will not be shared.

If a password's security is in doubt, it must be changed immediately.

Passwords will be changed whenever there is a chance of compromise.

If a user suspects their password has been compromised he or she should change it immediately.

Passwords will be changed whenever there is a chance of compromise.

New or temporary passwords issued to a user must be changed upon the user's receipt of the password. The network password must be set for one-time use to support this policy.

Temporary passwords set up by the Network Manager will be changed at first log-on. All default passwords will be immediately changed.

Passwords must have an expiration period of 90 days as defined by current password guidelines.

Passwords change every 90 days.

Stored passwords must be encrypted.

All users will keep their passwords confidential and store them securely.

Passwords must:

Only strong passwords will be used (avoiding user names, pet names, "password" etc.). Passwords will be at least 8 characters in length, and will contain 3 of the following 4 types of characters: a. Upper case letters b. Lower case letters c. Numbers d. Symbols. They will be created and, where necessary, communicated but not documented. Passwords will not be stored in a computer or used in a macro for sign-on.

contain both upper and lower case characters, such as: a-z, A-Z;

have digits and special characters as well as letters, such as: 0-9, !@#$%^*()_+-=[]{};':",<>/?;
Physical Access. The standard for physical access establishes rules for granting, controlling, monitoring, and removing physical access to information resource facilities. The SSCC must ensure that each facility using DFPS information has a documented facility security plan.

PP-IT-055: ASSIGNMENT OF FACILITY ACCESS CONTROLS OR PRIVILEGES

Physical security systems must comply with applicable regulations such as building codes and fire regulations.

A risk assessment of all business premises and information processing facility to determine the type and strength of the security perimeter that is appropriate and prudent. All areas shall conform to National Fire Protection Association (NFPA) Standard.

Physical access to all restricted facilities or areas must be documented and managed.

A visitors' log will be in place at all secure areas that records date and time of entry and exist times.

Access to information resource facilities must be granted only to authorized personnel whose job responsibilities require access.

Access to premises shall be restricted to those authorized only. Authentication controls will be used to authorize and validate entry. Access rights to secure areas will be reviewed by the site manager annually and updated where necessary.
The process for granting access, by key card or otherwise, to information resource facilities must include the approval of the designated office or staff person responsible for the facility.

Only the staff with persistent physical access will hold keys. Access rights to secure areas will be reviewed by the site manager annually and updated where necessary.

Access to secured facilities and key cards must not be shared or loaned.

Access will be restricted to authorized personnel, requiring appropriate identification and authentication.

Access materials and key cards that are no longer required must be returned to the appropriate building manager, who is the only person authorized to pass the retired card to another user.

Only the staff with persistent physical access will hold keys. Access rights to secure areas will be reviewed by the site manager annually and updated where necessary.

The user must report lost or stolen access key cards to the building manager immediately upon becoming aware of the loss.

Any secured facility that allows access to visitors will track visitors' access with a sign in and out log.

A visitors' log will be in place at all secure areas that records date and time of entry and exit times.

Visitors to controlled facilities must be escorted at all times by authorized staff.

All visitors to secured areas will be supervised and only allowed in for authorized purposes.

Access records, entry and exit logs, and visitor logs must be kept based on records retention or other state or federal requirements.

Functional capabilities for an access key card must be inactivated upon termination of need.

Only the staff with persistent physical access will hold keys. Access rights to secure areas will be reviewed by the site manager annually and updated where necessary.
**Portable / Remote Computing.** Confidential data should not be stored on portable computing devices. In the event that there is no alternative to local storage, all confidential data must be encrypted. Portable computing devices must maintain active antivirus protection and appropriate security patch levels equivalent to those applied to any other computing device.

PP-IT-1026: PROTECTED HEALTH CARE INFORMATION (PHI)
Device and Media controls govern the receipt, movement, and removal of hardware elements and electronics media into and out of the organization. Electronic media includes, but is not limited to the following: Any electronic computing devices including laptop or desk computers, PDAs, or any other devices that may be used to store electronic protected health information.

PP-IT-1033: USE OF PORTABLE MEDIA
Any financial or patient data stored on portable media will be stored in an encrypted format. Portable media will be scanned for viruses and other malware before being used.

**Removable Media.** The security standard for removable media establishes those rules necessary to protect the data of DFPS.

PP-IT-1033: USE OF PORTABLE MEDIA

Sensitive, confidential and restricted personal information data that is stored on removable media must be encrypted.

Any financial or patient data stored on portable media will be stored in an encrypted format. Furthermore, the portable media will be used for the shortest time possible and will be immediately erased once its use has concluded.

All removable media must be scanned for malicious code content before use on any systems or networks.

Portables media will be scanned for viruses and other malware before being used.

These devices include, but are not limited to:

- Any electronic computing devices including laptop or desk computers, PDAs, or any other devices that may be used to store electronic protected health information.

- diskettes, tapes, and compact disks (CD/DVDs);

- memory cards or sticks used in various portable digital devices;
drive memory devices such as Firewire and USB flash, key, pen, and thumb; and
portable mass storage devices.

**Third Party Access.** DFPS standard for third party access is intended to assure the security of DFPS information resource assets when vendor interaction is involved. Third parties who access DFPS information under this Contract must comply with all applicable DFPS policies, practices, standards, and agreements, including those related to:

- acceptable use;
- password;
- auditing;
- safety;
- security; and
- software licensing.

**Confidential and sensitive personal data at rest on computer systems must be protected by at least one of the following:**

PP-IT-1026: PROTECTED HEALTH CARE INFORMATION (PHI)
All access points shall use some type of security mechanism that could include, but would not be limited to:
- Firewalls
- Encryption Controls
- Controlled areas having physical protections including locks, key cards, or similar devices

Encryption
Firewalls with strict access controls that authenticate the identity of those individuals accessing systems data.

Sanitization of the data requiring protection during storage to prevent unauthorized exposure (such as truncating last four digits of a Primary Account Number).

Other compensating controls including complex passwords or physical isolation or access.

Password protection used in combination with all controls including encryption.

**Situations where DFPS Requires Encryption.** Password protection alone is not an acceptable alternative to protecting confidential and sensitive personal data. DFPS requires the use of encryption in the following circumstances:

Confidential and sensitive personal information back-up data must be protected using encryption methodologies.

**PP-IT-1026: PROTECTED HEALTH CARE INFORMATION (PHI)**
Device and Media controls govern the receipt, movement, and removal of hardware elements and electronics media into and out of the organization. Electronic media includes, but is not limited to the following: Any electronic computing devices including laptop or desk computers, PDAs, or any other devices that may be used to store electronic protected health information.

**PP-IT-1033: USE OF PORTABLE MEDIA**
Any financial or patient data stored on portable media will be stored in an encrypted format.

Removable media including CDs, DVDs, floppy disks, backup tapes, and USB memory drives that contain confidential or sensitive personal information must be encrypted and stored in a secure, locked location.

**PP-IT-1033: USE OF PORTABLE MEDIA**
Any financial or patient data stored on portable media will be stored in an encrypted format.

Confidential or sensitive personal information transmitted as an e-mail message must be encrypted.

**PP-IT-1026: PROTECTED HEALTH CARE INFORMATION (PHI)**
Protected health information (PHI) may not be transmitted by e-mail unless the sender is using a secure e-mail system. In accordance with Providence Service Corporation technical security safeguards, a secure e-mail system has the following features: A mechanism to encrypt or transform confidential plain text into cipher text in order to protect it.
2. Best Value Factor: The Respondent’s fiscal/financial position and stability. (25%)  

<table>
<thead>
<tr>
<th>Required Response Item</th>
<th>Reference RFP Sections: §1.17</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Does your organization use an accrual accounting system that conforms to and reflects the application of generally accepted accounting principles (GAAP) for its financial accounting purposes?</td>
<td></td>
</tr>
<tr>
<td>☑ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>If no, is your organization in the process of converting to such an accrual accounting system? Explain your response.</td>
<td></td>
</tr>
<tr>
<td>□ Yes □ No</td>
<td></td>
</tr>
</tbody>
</table>

2.1 Response Space:(If Applicable)  
Currently PSC of Texas accounting is managed by our parent company Providence Service Corporation and we utilize Solomon accounting systems and specifically the Dynamics system.  

2.2 Has your organization, its subsidiaries, or its parent company, as applicable, declared financial bankruptcy within its last five (5) fiscal years?  
☑ Yes □ No  
If yes, provide full details of all such bankruptcies.  

2.2 Response Space:(If Applicable)  
NA  

2.3 Describe your organization's resources that fully demonstrate the ability to ensure solvency for the term of the contract.
2.3 Response Space:

The combined companies making up Providence Service Corporation have total assets of $386 million and net assets of $88 million. Working capital is $58 million and a cash balance of $61.2 million. In addition, PSC has access to a $30 million revolving credit arrangement provided by a syndicate of lenders. Bank of America is the administrative agent for the credit line. PSC of Texas will have all the funds necessary to provide all contracted social services. (See attached financial statements and information available via the EDGAR website: [http://www.sec.gov/edgar.shtml](http://www.sec.gov/edgar.shtml))

The financial records of Providence Service Corporation including PSC of Texas are audited annually by an independent registered public accounting firm in accordance with Generally Accepted Accounting Principles (GAAP). In addition, PSC of Texas will undergo a separate Section 133 single audit of state financial assistance expenditures in accordance with Government Auditing Standards issued by the Comptroller General of the United States and rules of the Auditor General of the State of Texas. All Providence companies comply with the Sarbanes-Oxley Act and have established internal controls based on criteria established by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Additionally, underpinning our financial and risk management approach is our philosophy that a risk management strategy contains four basic elements: risk identification, risk analysis, risk response and risk monitoring and control.

- Risk identification is an iterative process to determine which risks might affect the project as they become known.
- Risk analysis assesses the priority of risks by their probability of occurrence and corresponding impact should they occur.
- Risk responses are measures taken to reduce, avoid or accept risk.
- Risk monitoring and control is the process of tracking risks and evaluating the effectiveness of any risk responses invoked.

PSC of Texas will pursue the following courses of action, among others, to mitigate risk:

- Written policies and procedures
- Internal and external audits to ensure policy and procedure compliance
- Insurance protection against loss
- Computerized financial records
- Computerized client management systems
- Budgets and financial performance analyses
- Cash flow forecasting and analysis
- Quality Assurance programs

2.4 Describe your organization's ability to manage funds in a manner that ensures that it can and does provide services within the...
2.4 Response Space:

Providence Service Corporation, PSC of Texas' parent corporation, has fourteen years experience managing provider networks. During those years we have developed a robust infrastructure that provides and manages government sponsored social services through provider contracts with federal, state and local governments or government intermediaries, and contracts with for profit and not-for-profit social services organizations. Contractual programs are supported by administrative departments of Accounting, Billing and Collections, Human Resources, and Information technology. Utilization Management will manage the provider network and provide authorization, utilization, and claim adjudication services. Five Points Technology Group, Inc. (Five Points) will be contracted to manage the data collection and encounter units of service from our provider network.

The accounting department maintains financial records necessary to capture, document and verify all program transactions in accordance with Generally Accepted Accounting Principles (GAAP). PSC of Texas will utilize the Solomon accounting software package as its basic financial reporting platform. The general ledger provides two layers of sub accounts below the main account structure layer. The two layers of sub accounts allow us to be very precise in tracking revenues and expenses because each layer subdivides the layer above it into greater levels of detail. The general ledger aggregates and reports financial data according to revenue and expense category, location, contract, and service performed. Reports can be provided for various periods compared to budgeted or forecasted expenditures and can be prepared according to various combinations of the categories previously mentioned. Solomon is a modular package and we will also use the Solomon Accounts Payable module. Because the accounts payable is integrated with the general ledger, the general ledger expense data is current as of the latest payments made.

The billing and collections department within our South Region Accounting department maintains client, provider, and claim information used for program reporting and invoicing to third party payers or grantors. Operational program staff will work closely with this department to insure that the proper information is captured, reported in accordance with program/contract requirements, and that all available matching funds are utilized. The Human resources department will provide recruiting, background investigation, benefits administration, and retention services to the program administrative staff.

Five Points and the Information Technology department support systems will be used to process statistical data, client encounters, operations management, document storage, client tracking, authorizations, payments, utilization review, and field activities. The Providence IT department ensures program data security, provides technology resources and will be used as needed, to maintain the efficient operation of all information systems.

The Utilization Management Department will use CoBRIS, a Five Points proprietary software product, designed to support:

- Client service authorizations,
- Claims for payment,
- Provider credentialed services and associated rates,
The client, authorization, and provider modules combine to give the SSCC and providers a comprehensive look at a client and his or her respective progress. Together, they also enable a SSCC and providers to quickly implement decisions emanating from the service planning and meetings that call for a change in services delivered.

The system tracks dollars allocated through its authorization module. This is summarized on an individual client basis as well as calculated daily enabling us to monitor dollars allocated up to the minute. When those authorizations become claims the dollars spent are recorded through the system's claims module. The claims module reports spending by client, diagnosis, treating provider, and type of care (service) provided. CoBRIS will also create and export reports of fiscal information that can, in turn, be imported into the Solomon accounting system.

The reports can be provided in summary by client population, by type of service, by diagnosis, by area, by provider, or by a combination of all of the above. A detailed report by client can also be generated using the same criteria. All of these reports focus on the financial management of a client's care and benefit.

Providence maintains all files and records in accordance with privacy and confidentiality provisions of all contracts, federal, state, and local statutes. Financial records and procedures are subjected to independent annual financial and compliance audits. Department managers have a minimum of five years progressive experience in their respective fields.

PSC has contracts with the child and family service agency either directly or through an intermediary (such as a lead agency or managed care organization) in over 30 states. We are very committed in each and every case to be good strong partners with the state in the provision of state services. We have never lost a contract due to performance or default.

2.5 Describe your plans to address any cash flow difficulties that may arise during the start-up and throughout the life cycle of a contract resulting from this RFP.

2.5 Response Space:

PSC of Texas plans to manage cash flow through the following mechanisms and strategies:

1. Payments made only with proper service authorization
2. Rate setting structure through Public Consulting Group as described in this RFP response
3. Payments will need approve and sign-off by specific administrative authorities of the SSCC and the providers
4. PSC of Texas will emphasize lower levels of care with wrap around services; we will eliminate the moderate level of care.
5. PSC of Texas will utilize the available start up funds through the state of Texas.
6. PSC of Texas will have access to the Providence Service Corporation's line of credit.

2.6 Attach, to this Attachment A-3, and identify as Attachment A-3/2.6, your organization's, subsidiary's and parent company's, as applicable, balance sheet for each of its three (3) most recent fiscal years, which must reflect, but is not limited to, cash balances, other liquid assets, and lines of credit, including the source and amounts of such lines of credit. (For the electronic version please embed this attachment in the Response Space below.)

2.6 Response Space:

2.6 Attachments (2)
10-24-11.pdf

Attached are the consolidated audited financial statements for Providence Service Corporation for the fiscal years of 2008, 2009, and 2010 which include the balance sheet for each year.

2.7 Attach, to this Attachment A-3, and identify as Attachment A-3/2.7, your organization's, subsidiary's and parent company's, as applicable, cash flow analysis for each of its three (3) most recent fiscal years. (For the electronic version please embed this attachment in the Response Space below.)

2.7 Response Space:

2.7 Attachments (2)
10-24-11.pdf

Attached are the consolidated audited financial statements for Providence Service Corporation for the fiscal years of 2008, 2009, and 2010 which include the cash flow analysis for each year.

2.8 Attach, to this Attachment A-3, and identify as Attachment A-3/2.8, your organization's, subsidiary's and parent company's, as
applicable tax returns and supporting documentation for each of the three (3) most recent tax return filing periods. (For the electronic version please embed this attachment in the Response Space below.)

2.8 Response Space:

PSC TAX RETURN  PSC TAX RETURN  PSC TAX RETURN

Attached are the consolidated tax returns for Providence Service Corporation for the fiscal years 2008, 2009, and 2010.

2.9 Attach, to this Attachment A-3, and identify as Attachment A-3/2.9, your organization's, subsidiary's and parent company's, as applicable complete independent financial audit, including the management letter, for each of its three (3) most recent fiscal years. (For the electronic version please embed this attachment in the Response Space below.)

2.9 Response Space:

2.9 Attachments (2)
10-24-11.pdf

Attached are the consolidated audited financial statements for Providence Service Corporation for the fiscal years of 2008, 2009, and 2010 which include the management letter for each year.

2.10 Attach, to this Attachment A-3, and identify as Attachment A-3/2.10, your organization's policies and procedures describing how the results of your organization's independent audits are presented to the governing body of your organization, and how audit findings are addressed and corrected. (For the electronic version please embed this attachment in the Response Space below.)

2.10 Response Space:
Specifically see page 19 for the policy on audits being addressed and corrected as well as presented to the Board of Directors.

2.11 Attach, to this Attachment A-3, and identify as Attachment A-3/2.11, your organization's, subsidiary's and parent company's, as applicable audits conducted within the past 3 fiscal years by external entities, including but not limited to, Office of Inspector General (OIG), State Auditor's Office (SAO), and Internal Revenue Service (IRS) that were not provided under item 3.5 above.

Include, within this attachment, information on resolution of the audits, any types of liens against your organization's resources, and repayment plans, if applicable. (For the electronic version please embed this attachment in the Response Space below.)

2.11 Response Space:

This is not applicable to our organization at this time. Other than the independent audits listed above our organization has not been audited by outside entities such as described in question 2.11 above.

2.12 Attach, to this Attachment A-3, and identify as Attachment A-3/2.12, your written fiscal policies and procedures that address payment, invoices, delinquencies, recoupments, reconciliations, audits, reviews and other standard accounting procedures, that will be utilized to manage the organization and any network of continuum providers. Propose detailed plans to address cash flow difficulties that may arise during start up and throughout the life cycle of the contract. (For the electronic version please embed this attachment in the Response Space below.)

2.12 Response Space:

PSC of Texas plans to manage cash flow through the following mechanisms and strategies:

1. Payments made only with proper service authorization
2. Rate setting structure through Public Consulting Group as described in this RFP response
3. Payments will need approve and sign-off by specific administrative authorities of the SSCC and the providers
4. PSC of Texas will emphasize lower levels of care with wrap around services, we will eliminate the moderate level of care.
5. PSC of Texas will utilize the available start up funds through the state of Texas.
6. PSC of Texas will have access to the Providence Service Corporation's line of credit.

<table>
<thead>
<tr>
<th>2.13 If a service contractor for the state of Texas, does your organization make payments to subcontractors and other service providers within ten (10) days after receipt of state funds?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Yes  ☐ No  ☐ Not a current state of Texas contractor</td>
</tr>
<tr>
<td>If no, explain why not.</td>
</tr>
</tbody>
</table>

2.13 Response Space: (If Applicable)

PSC of Texas currently provides behavioral health services and Juvenile Probation services in Dallas, Austin, and San Antonio.

<table>
<thead>
<tr>
<th>2.14 Do you acknowledge and certify that, if awarded a contract pursuant to this RFP, your organization will provide a 20% match for Chafee Act federal funds received under the contract?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Yes  ☐ No</td>
</tr>
<tr>
<td>If yes, explain how and from what source(s) your organization will ensure provision of said match.</td>
</tr>
<tr>
<td>If no, explain why not.</td>
</tr>
</tbody>
</table>

2.14 Response Space:

The matching requirements will be included in the subcontracts for the specific providers awarded these contracts requiring the provider to produce the required matching funds.

<table>
<thead>
<tr>
<th>2.15 Do you certify that there are no contingencies, outstanding liabilities, or litigation that could adversely affect your organization's financial position during the life cycle of a contract resulting from this RFP?</th>
</tr>
</thead>
</table>
2.16 Do you certify that your organization is current with payment of its liabilities, loans, and taxes?

☐ Yes  ☐ No

If no, explain why not.
4. **Best Value Factor:** The Respondent's accreditation in the field of residential child-care services. (5%)

<table>
<thead>
<tr>
<th>Required Response Item</th>
<th>Reference RFP Sections: §1.15(E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Is your organization accredited by the Council on Accreditation or other relevant accrediting body?</td>
<td></td>
</tr>
</tbody>
</table>

- **Yes** ☑ No

If yes, attach a copy of the certificate or other documentation of such accreditation and identify it as Attachment A-3/4.1.

If no, but your organization is in the process of being accredited or if there are plans for it to become accredited, describe the status or plans, including their timeframe, and the accrediting authority.

If no, does your organization certify that it will obtain accreditation as referenced in §1.15(E) of this RFP upon contract award? This certification represents material facts upon which DFPS will rely when making an award or tentative award under this procurement. Your organization must either have current accreditation or certify that it will obtain accreditation in order to receive the 5 point preference.

- ☑ Yes  ☑ No

4.1 **Response Space:**

Providence Service Corporation of Texas is not currently accredited by any accrediting body. Throughout the Providence service Corporation family of entities we have several that are COA accredited, CARF accredited and by the Joint Commission on Health Care accreditation. Upon receiving this award PSC of Texas will immediately begin the process of COA accreditation and will be accredited with 24 months of signing the contract.

Providence Service Corporation of Texas is not currently accredited by any accrediting body. Throughout the Providence service Corporation family of entities we have several that are COA accredited, CARF accredited and accredited by the Joint Commission on Health Care. Upon receiving this award PSC of Texas will immediately begin the process of COA accreditation and will be accredited with 24 months of signing the contract. The Providence subsidiary, Family Preservation Services of Florida is COA accredited and operates out of the same regional office as Providence Service Corporation of Texas. We have contacted COA and are ready to begin the accreditation process on the day of the award announcement. We believe we can have Providence Service Corporation Accredited (we will utilize the common policies and
Provider Letters of Intent to Contract

PCG Letter of Commitment 2.pdf
AWFC Letter of Intent 2 and 9.pdf
Bair Foundation 2 and 9.pdf
Buckner Children and Family Services.pdf
Covenant Kids.pdf
Family Caring Network Letter of Intent Providence l
Giocosa Foundation Letter of Intent Providence 2
Harmony Family Services Providence l
High Sky letter of support.docx
Hope For Tomorrow Providence letter.pdf
Pathways 2-9 Letter of Support.doc
Texas Mentor.pdf