

Saint Francis Community Services in Texas, Inc.

**SSCC PROVIDER SERVICES AGREEMENT - CPA**

**DFPS ADMINISTRATIVE REGION 1**

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Saint Francis Community Services in Texas, Inc. SSCC NETWORK PROVIDER SERVICES  
AGREEMENT

THIS AGREEMENT is made by and between Saint Francis Community Services in Texas, Inc. (or "SSCC/SAINT FRANCIS") and ("Network Provider" or "Provider").

**ARTICLE 1: RECITALS**

WHEREAS, SSCC/SAINT FRANCIS is the designated Single Source Continuum Contractor (or "SSCC") pursuant to its contract (the "Master Contract") with the Texas Department of Family and Protective Services ("DFPS" or "the Department") within DFPS Administrative Region 1 (the "Contracted Service Area").

WHEREAS, the Single Source Continuum Contractor is responsible for ensuring the full continuum of paid foster care and purchased services for children and youth in DFPS legal conservatorship ("Children/Youth" or "Clients") from the Contracted Service Area and who are referred to the SSCC by DFPS. SSCC/SAINT FRANCIS is also responsible, in Stages II and III of Community Based Care as defined in the Master Contract, for delivery of purchased services, with necessary service coordination, to the families and/or any other individual or entity (collectively with Children/Youth, "Clients") that is significant to the achievement of safety, permanency, and well-being of Children/Youth in paid foster care.

WHEREAS, SSCC/SAINT FRANCIS wishes to enter into this Agreement with qualified **Child Placing Agencies** for the provision of high-quality **child placement services**; and

WHEREAS, Provider is in the business of performing **child placement services** and wishes to provide such services pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, it is agreed as follows:

**ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.**

The parties agree that the recitals are true and correct and are hereby incorporated herein. The parties also agree that any referenced exhibits, appendices, manuals, schedules, documents, or instruments are hereby incorporated herein.

**ARTICLE 3: TERMS, PROVISION OF SERVICES**

3.1 **Terms "Network Provider" and "Provider"**. The terms "network provider" and "provider" have the same definition and are both used to refer to the entity that has agreed to provide services pursuant to the SSCC Provider Services Agreement for DFPS Administrative Region 1.

3.2 **Provision of Services**. Provider shall provide paid **foster care** and/or purchased services ("Services") to Clients in a manner that complies with DFPS and minimum standards and SSCC/SAINT FRANCIS quality standards. All Services shall be performed by Provider in accordance with the terms of this Agreement and any Attachments, the Master Contract between SSCC/SAINT FRANCIS and DFPS ("Master Contract") and SSCC/SAINT FRANCIS' Provider Manual ("Provider Manual"), which are incorporated by reference and are a part of this Agreement. The Master Contract shall control in the event of any conflict between SSCC/SAINT FRANCIS and the Network Provider.

## ARTICLE 4: RESPONSIBILITIES OF PROVIDER

4.1 **Performance of Services.** Network Provider and Network Provider's employees and agents performing the Services (collectively, "Staff") shall devote sufficient time and attention to providing Services of a high quality in an efficient and economical manner, in accordance with the terms, descriptions, and conditions in this Agreement, the Master Contract and SSCC/SAINT FRANCIS' Provider Manual.

4.2 **Adequate Coverage.** Network provider and Staff shall provide the Services in a manner sufficient to meet the needs of SSCC/SAINT FRANCIS and to achieve the specified outcomes and performance measures, as may be determined from time-to-time by SSCC/SAINT FRANCIS in order to fulfill the requirements of the Master Contract and this Agreement.

4.3 **Network Provider Qualifications.**

1. Network Provider shall have all necessary and appropriate licenses and certifications to provide Services, **including without limitations, a valid child placing agency license.**
2. SSCC/SAINT FRANCIS is committed to ensuring provision of the highest quality services to the Clients served under this Agreement. Because accreditation is generally accepted nationwide as a clear indicator of quality services, SSCC/SAINT FRANCIS highly recommends that Network Provider attain national accreditation by a national accreditation body and maintain that accreditation in good standing for the life of this Agreement.

4.4 **Staff Qualifications.** Network Provider and its staff ("Staff") shall comply with the staffing qualifications and requirements (including background screening) required by this Agreement and the Master Contract. Additionally, Network Provider and Staff shall comply with the staffing qualifications and requirements (including background screening) required by applicable law, rule, or regulations, including, without limitation, the regulations of the Department.

In addition to background checks, immediately upon employment, the Network Provider will conduct a check of the driving record of every Staff who is required to drive as part of said Staff's position responsibilities. Driving record checks must be conducted by Network Provider on an annual basis, and Network Provider shall have a policy which states that Staff who drive must notify Network Provider within seventy-two (72) hours of occurrence, upon receipt of any traffic/driving citation.

4.5 **Background Checks.** Any person who has direct contact with Clients or Client information must undergo a DFPS background check in accordance with this section and the DFPS Background Check Policy, **before providing services.**

4.6 **Subtracting/Assignment.** Network Provider may NOT assign, subcontract, transfer, delegate, consign, or convey to any other person or entity Provider's rights and/or responsibilities hereunder without the express written consent of SSCC/SAINT FRANCIS, which may be withheld in SSCC/SAINT FRANCIS' sole discretion. Any attempted unauthorized assignment shall be null and void.

4.7 **Adherence to SSCC/SAINT FRANCIS Policies, Rules, Regulations, and Governance Documents.** Network Provider and Staff shall comply with all applicable policies, rules, regulations, and governance documents, as promulgated by SSCC/SAINT FRANCIS, whether now in force or hereafter adopted or amended.

4.8 **Adherence to Policies, Rules, Regulations, and Governance Documents of the Department.** Network Provider and Staff shall comply with the Department's applicable policies, rules, regulations, and governance documents, whether now in force or hereafter adopted or amended.

4.9 **Conduct.** Network Provider and Staff shall adhere to all applicable Federal, State, and Local laws, rules and regulations, including, without limitation, those listed in this Agreement, the Provider Manual, the Master Contract and the requirements of licensing or certifying organizations.

4.10 **Risk Prevention and Incident Reporting.** Network Provider shall report those reportable situations listed in SSCC/SAINT FRANCIS' Incident Reporting Policy in the manner prescribed in this section. Within 24 hours of knowledge of incident, Network Provider shall formally report suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to Statewide Intake or, if emergency, to local law enforcement and to the SSCC/SAINT FRANCIS. To report abuse, neglect, or exploitation of children, the elderly, or people with disabilities call 1-800-252-5400 or report online at <https://www.txabusehotline.org> External Link. For emergencies call your local law enforcement agency or 911 immediately if you have an emergency or life-threatening situation.

4.11 **Quality and Fiscal Assurance.** Network Provider shall be responsible for meeting the outcomes and performance standards relating to the Services contained in this Agreement, the Master Contract and/or the SSCC/SAINT FRANCIS Provider Manual or as otherwise required by the Department or applicable law, rule, or regulation. **Network Provider shall comply with the Licensing Minimum Standards of the Health and Human Services Commission (HHSC) and provide proof of compliance by submitting a current valid license to SSCC/SAINT FRANCIS and by remaining in good standing with the Department. Network Provider shall immediately notify the SSCC/SAINT FRANCIS of any change in licensure and/or any restrictions or corrective actions implemented by the Department.** Additionally, Network Provider shall be responsible for meeting outcomes and performance standards relating to the Services required by SSCC/SAINT FRANCIS. Network Provider shall utilize all reporting and financial tools reasonably requested by SSCC/SAINT FRANCIS to provide assurance that it remains fiscally sound and financially viable. SSCC/SAINT FRANCIS may monitor financial viability when it deems appropriate to do so. SSCC/SAINT FRANCIS will monitor the Network Provider's performance under this agreement. All services and deliverables under this agreement shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. Network Provider's performance evaluation is based on assessment of the performance measures set forth by SSCC/SAINT FRANCIS, compliance with the terms and conditions of this agreement, and compliance with HHSC Minimum Standards, as indicated by DFPS records and contract monitoring performed by Department staff. Additional performance measures may be included and used to make decisions to renew or terminate this agreement. Performance measures reflect the Quality Indicators adopted by the Public Private Partnership, the outcomes identified in the Community Based Care logic model, and the Administration for Children and Families Child and Family Service Review outcomes. Performance Measures are subject to change. If, at any time during the term of this agreement and any extension, changes to a measure are necessary due to changes in federal or state laws, rules, regulations, or code, the performance of the Network Provider will be measured under the new requirements. SSCC/SAINT FRANCIS reserves the right under this agreement to compute new baselines, and revise the indicators, targets, data sources, or methodologies for the measures during the contract period and any extension. Network Provider agrees to work with SSCC/SAINT FRANCIS to design and produce performance measures using data available and Network Provider agrees to collect, report and verify certain performance measure data to SSCC/SAINT FRANCIS within the time-frame established by SSCC/SAINT FRANCIS. Documentation must be collected **at the child level** and maintained in a manner which allows for testing the validity of results reported for each performance period. Results for this agreement must be reported quarterly, according to the following schedule.

Performance Period	Period Covered	PMET Entry Period
Quarter 1	Sept, Oct, Nov	December 1-30
Quarter 2	Dec, Jan, Feb	March 1-30
Quarter 3	Mar, Apr, May	June 1-30
Quarter 4	Jun, Jul, Aug	September 1-30

Network Provider’s performance for all outcomes is assessed annually and tracked quarterly, to support the Continuous Quality Improvement (CQI) process using the following quarters, wholly or partially, depending on the agreement 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 unless otherwise noted. Performance is reported for each fiscal year or partial fiscal year, depending on the agreement start and end dates. Performance measure data may be used by SSCC/SAINT FRANCIS to make decisions about contract status, to adjust the nature and intensity of contract monitoring and quality assurance activities, and to keep stakeholders informed about the success of the performance based contracting effort. SSCC/SAINT FRANCIS will track performance throughout the contract period. Any and all analyses can be used by SSCC/SAINT FRANCIS to determine subsequent performance targets, model changes or the need for contract changes. It is understood that the individual needs of a child are paramount; not all indicators are appropriate for every child. SSCC/SAINT FRANCIS reserves the right to modify, remove or add to the contract performance measures and methodologies listed in the Performance Measures exhibit to this agreement.

4.12 **Financial Statements.** Network Providers shall maintain accrual method financial statements and statistical information in accordance with 1 TAC355.7101 (6) and with Generally Accepted Accounting Principles (GAAP). Unaudited financial statements shall be provided by Network Provider to SSCC/SAINT FRANCIS on an annual basis (or sooner as requested by SSCC/SAINT FRANCIS) within 90 days of Network Provider's fiscal year end. These financial statements shall include Balance Sheet and Income Statement (or Statement of Activities and Changes in Net Assets). The financial statements of the Network Provider shall be audited or reviewed by an independent certified public accountant. The audited financial statements accompanied by the auditor's management letter or a financial review report shall be provided to SSCC/SAINT FRANCIS within 9 months after the Network Provider's fiscal year end.

In addition to annual financial statement reporting, Network Provider shall submit annual (or sooner as requested by SSCC/SAINT FRANCIS) cost reports as required by 1 TAC 355.7101-7103 within the time frames specified by DFPS and shall provide SSCC/SAINT FRANCIS with a copy of these cost reports, related time studies, Internal Control Structure Questionnaires (ICSQs) and Contract Monitoring surveys in accordance with those same time frame requirements.

SSCC/SAINT FRANCIS may request additional financial information from Network Provider as deemed necessary to manage SSCC/SAINT FRANCIS' network most effectively or to respond to inquiries of DFPS or other government oversight entities and has the right to ask for or perform additional audit procedures over Network Provider and its contract with SSCC/SAINT FRANCIS, as deemed appropriate by SSCC/SAINT FRANCIS.

4.13 **Single Audits and Other Audits.** All Network Providers identified as sub recipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Network Provider will submit an annual financial and compliance audit of Network Provider's fiscal year in accordance with Single Audit Requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), and Texas Uniform Grant Management Standards. Network Provider must provide copies of any internal audit reports relating to this Agreement or the Master

Contract to SSCC/SAINT FRANCIS as requested.

4.14 **Insurance Requirements.** Network Provider shall maintain the following minimum levels of insurance throughout the term of the Agreement.

1. **Automobile Insurance.** The required amount of insurance is the greater of the amount required by any applicable city, county or state law, ordinance or regulation, or \$1 million per accident. The Automobile Liability Insurance must include coverage for any automobile, including but not limited to all owned, non-owned, and hired automobiles. The insurance policy must specify either "Any Auto" or symbols "2," "8" and "9."
2. **General Liability Insurance.** \$1 million per occurrence and \$2 million aggregate. Such insurance must be written with "Broad Form" coverage that includes contractual liabilities. The General Liability Policy must include sexual abuse and molestation coverage to the full policy limit.
3. **Professional Liability Insurance.** \$1 million per occurrence and \$2 million aggregate. Sexual Abuse and Molestation coverage, to the full policy limit, must be included in this policy if not included in the General Liability Policy.
4. **Workers' Compensation Insurance** or Non-Subscriber program as required by the State of Texas.
5. **Additional Insurance Requirements.**
  - a. The Automobile and General Liability policies shall name Saint Francis Community Services in Texas, Inc., and the Department as "Additional Insured." The General Liability insurance policy shall be primary and non-contributory but only with respect to the liability assumed by Network Provider in Section 8.4. All policies must include a waiver subrogation. These requirements must be included on the Certificate of Insurance.
  - b. Before the Effective Date of the Agreement Network Provider shall submit to SSCC/SAINT FRANCIS certificates of insurance from its agent or carrier listing Saint Francis Community Services in Texas, Inc., and the Department as "Additional Insured" and listing Saint Francis Community Services in Texas, Inc., as a "Certificate Holder." Failure of Network Provider to submit the required certificate of insurance by the effective date of this Agreement shall render the Agreement null and void as though never executed by the parties.
  - c. Insurance policies shall state that SSCC/SAINT FRANCIS will be informed in writing at least 30 days prior to cancellation of any insurance coverage.
  - d. The certificate of insurance submitted to SSCC/SAINT FRANCIS shall confirm that the General Liability policy provides coverage for contractual liabilities, sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto" or symbols "2," "8" and "9."
  - e. Network Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or any change to its insurance coverage.



- f. Network Provider agrees that SSCC/SAINT FRANCIS may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of Network Provider's insurance coverage or policy terms.
- g. Any deductible or retention on the aforementioned insurance policies must be fully described on the Certificate of Insurance. Any deductible or retention greater than \$50,000 must be approved by SSCC/SAINT FRANCIS.

4.15 **Reporting.** With respect to the Services, Network Provider shall be responsible to and report to such person as SSCC/SAINT FRANCIS may designate.

4.16 **Record Keeping.** Network Provider shall maintain such records, reports, claims, and other correspondence, and such supporting documentation, which may be necessary to verify the amounts, recipients, and uses of all disbursements of funds paid to Network Provider by SSCC/SAINT FRANCIS under this Agreement, for a period of seven (7) years after completion of the Agreement. Upon request of SSCC/SAINT FRANCIS, and at the Network Providers own expense, the Network Provider shall promptly, but no later than 5 business days after the request provide copies of the documentation to SSCC/SAINT FRANCIS or the Department and shall cooperate with the review of such documentation for quality assurance, fiscal policy adherence, proper use of funds, and other legitimate purposes. Such documentation shall be subject to audit by SSCC/SAINT FRANCIS and the Department upon request. Network Provider will maintain all case records as required by SSCC/SAINT FRANCIS' policies and procedures. Network Provider shall ensure that each case file, both electronic and hard copy, for a Client includes current and detailed chronological notes of all Client contacts and case related activities and events, including staffing and court activity, from case opening through case closure.

4.17 **Required Reports.** Network Provider shall be responsible for (i) forwarding to SSCC/SAINT FRANCIS on a timely basis all appropriate records relating to the services required by this Agreement, the Master Contract, or applicable law, rule or regulation, and (ii) preparing and attending to, in connection with the Services, all reports, claims, and other correspondence necessary or appropriate under the circumstances. Such documentation shall include, without limitation, the reports and other documentation listed in the SSCC/SAINT FRANCIS Provider Manual. All such records, reports, claims, and other correspondence shall belong to and remain the property of SSCC/SAINT FRANCIS.

4.18 **Compliance with Employment Laws.** Network Provider shall observe and conduct its activities with respect to employees, SSCC/SAINT FRANCIS personnel, and others in compliance with all applicable Federal, State, and Local laws, rules, and regulations, including discrimination laws and those governing the appropriate treatment of employees in the workplace.

4.19 **Eligibility.** Network Provider shall accept for services children, families and persons who meet the eligibility criteria described in the SSCC/SAINT FRANCIS Provider Manual and the Master Contract.

4.20 **Communication and Participation.** Network Provider shall provide correct contact information (address, phone number, email address, etc.) to SSCC/SAINT FRANCIS and the Network Provider shall provide SSCC/SAINT FRANCIS with updated information within 24 hours of a change in personnel or designee for information. Network Provider shall be responsible for reading and responding to emails, memos, and all other correspondence as well as staying informed on current issues related to child welfare care operations within the community served.

4.21 **Civil Rights Requirements.** Network Provider agrees that it will not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of

age, race, religion, color, disability, national origin, marital status or sex. Network Provider further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, or sex.

4.22 **Health Insurance Portability and Accountability Act.** Network Provider shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (42 U.S.C. 1320D.) as well as all applicable regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Network Provider will execute SSCC/SAINT FRANCIS' Business Associate Agreement upon request.

4.23 **Disaster and Emergency Response Preparedness Plan.** If the tasks to be performed pursuant to this Agreement include the physical care and control of Children/Youth, Network Provider shall, within 30 days of the execution of this Agreement, submit to SSCC/SAINT FRANCIS a Disaster and Emergency Response Preparedness Plan which shall include provisions for pre-disaster records protection, alternative accommodations for Children/Youth in substitute care, supplies, and a recovery plan in the event of an actual emergency. Disaster and Emergency Response Preparedness Plans shall be completed in accordance with the SSCC/SAINT FRANCIS Provider Manual, the Network Provider Manual and the Master Contract. In the event of an emergency, SSCC/SAINT FRANCIS may exercise oversight authority over Network Provider in order to assure implementation of agreed emergency relief provisions.

4.24 **Governing Law, Federal Law.** If applicable, Network Provider shall comply with:

1. Texas Health and Safety Code Section 85.113 (workplace and confidentiality guidelines regarding AIDS and HIV);
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 Agreement;
3. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Network Provider certifies, to the best of its knowledge and belief, that:
  - a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of Network Provider, 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.
  - b. 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, to SSCC prior to payment under this Agreement.

- c. Payments of appropriated or other funds to Network Provider under this Agreement are not prohibited by Texas Government Code §556.005 or §556.008;
- 4. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and DFPS;
- 5. The Fair Labor Standards Act (FLSA) (29 U.S.C. § 201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor, and Executive Order 11246, Equal Employment Opportunity, as amended by the Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92; and
- 6. 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).
- 7. 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- 9. Equal Employment Opportunity as provided under 41 CFR Part 60 including 41 CFR Part 60-1.3 and 41 CFR 60-1.4(b).
- 10. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 11. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

4.25 **Rights of Children.**

Network Provider shall:

- 1. 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 at the time of any placement changes to a new foster home;
- 2. Support the rights listed in the CPS Rights of Children and Youth in Foster Care;
- 3. 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
- 4. 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 Texas Health and Human Services Commission (HHSC) Office of Deaf and Hard of Hearing Services ([hhs.texas.gov/services/disability/deaf-hard-hearing](https://hhs.texas.gov/services/disability/deaf-hard-hearing)) for assistance in determining how best to ensure effective communication.

4.26 **Legal/Regulatory Compliance.**

1. Network Provider shall comply with all applicable HHSC Minimum Standards for 24-hour residential child-care operations and with state and federal laws and regulations, including but not limited to the following:
  - a. Indian Child Welfare Act (ICWA) - Information on ICWA can be found by visiting: <http://uscode.house.gov/>
  - b. Multiethnic Placement Act (MEPA) - Information on MEPA- Information on MEPA can be found by visiting: <http://www.childwelfare.gov/>
  - c. Network Provider shall work in partnership with SSCC/SAINT FRANCIS 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/cb/cwmonitoring>
  - d. National Youth in Transition Database (NYTD) -Network Provider 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>
2. Network Provider shall comply with all court orders regarding the provision of paid foster care and/or purchased services for children, youth, and families served by Network Provider.
3. Services that are ordered by the court and fall outside the purchase of service criteria of this Agreement will be reviewed by SSCC/SAINT FRANCIS and Network Provider on a case-by-case basis to determine rate of payment and parameters of services to be provided by Network Provider.
4. Within 24 hours of knowledge of critical incidents (as defined by Master Contract requirements), licensing investigations, licensure board reports and investigations, suspected fraud or fraud investigations and violations that occur within Network Provider's business, Network Provider shall report to SSCC/SAINT FRANCIS. For these circumstances in particular, and at all times in general, Network Provider shall have operational procedures and mechanisms in place to ensure staff are knowledgeable of and respond immediately to conditions or situations that may pose a threat to child safety. SSCC/SAINT FRANCIS will regard any failure to disclose and report such incidents as a breach of this Agreement. Residential Child Care Licensing's role with all licensed providers, including the SSCC/SAINT FRANCIS Providers, will remain unchanged.
5. Network Provider shall make reasonable efforts to ensure services provided to children and families are offered in the individual's primary language.

4.27 **Health Care Services for Children/Youth in Substitute Care.**

1. Network Provider shall access all medical, dental, vision, and behavioral health care for children in substitute care referred to Network Provider by SSCC/SAINT FRANCIS through STAR Health's managed care system for children in substitute care, unless otherwise directed by SSCC/SAINT FRANCIS.
2. Network Provider shall access Medicaid healthcare related services which are

excluded from or carved out of the STAR Health Plan but for which Children/Youth are eligible to receive.

3. No later than the second (2nd) business day after a child's caregiver receives a letter denying prior authorization for a Medicaid service, Network Provider shall e-mail a scanned copy of the denial letter and the date of such receipt to SSCC/SAINT FRANCIS in accordance with the provisions of the SSCC/SAINT FRANCIS Provider Manual.
4. Network Provider shall maintain records of all health care services in accordance with SSCC/SAINT FRANCIS Policies and HHSC requirements.

4.28 **Cultural Competency.** Network Provider shall deliver services in a manner that is relevant to the culture of children and families served.

4.29 **Publicity.**

1. Unless required by applicable law, Network Provider shall not issue any press release or disclose any other information to the general public regarding this Agreement or the transactions contemplated hereby, without the prior written consent of SSCC/SAINT FRANCIS.
2. Network Provider may not use the DFPS seal in any form or manner without the prior written approval of the Department. Network Provider also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of Network Provider's goods or services by DFPS.
3. Without limitation, Network Provider and its employees, agents and representatives will not, without prior SSCC/SAINT FRANCIS written consent in each instance, use in advertising, publicity or any other promotional endeavor, the name or mark of SSCC/SAINT FRANCIS or its parent corporation, to represent that any product or service provided by Network Provider has been approved or endorsed by SSCC/SAINT FRANCIS.

4.30 **Independent Contractor.** Network Provider is an independent contractor in providing Services under this Agreement. Network Provider's employees will not be construed as employees of SSCC/SAINT FRANCIS, DFPS or the State of Texas.

1. Network Provider shall provide the services described in this Agreement as an independent contractor and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer and employee between SSCC/SAINT FRANCIS or any entity for which SSCC/SAINT FRANCIS may be deemed legally responsible and Network Provider or any employee or agent of Network Provider. Nothing in this Agreement shall be construed to create an agency, partnership, or joint venture between the parties.
2. To the extent necessary to lawfully fulfill its obligations pursuant to the Agreement, Network Provider agrees to maintain, at its sole cost and expense, the necessary licenses, employer identification numbers, certificates and professional affiliations, and to remain in full compliance with all applicable laws, codes, and regulations including, but not limited to, those currently in existence or adopted hereafter from time to time. Network Provider shall bear sole responsibility for payment of compensation to its personnel. Network Provider shall pay and report, for all

personnel assigned to perform any work under this Agreement, any and all federal and state income tax withholding, social security taxes, and unemployment insurance retirement benefits, or other welfare or pension benefits (if any) to which such personnel may be entitled.

3. Subject to applicable rules and regulations currently in existence or adopted from time to time by the State of Texas, and the terms and provisions hereof, the performance of the services and the method of accomplishing the services are entirely within Network Provider's control. Network Provider understands and agrees that it has an independent professional responsibility to the youth to be served pursuant to this Agreement and further agrees that no action by SSCC/SAINT FRANCIS or its designees shall absolve, or in any way restrict or inhibit the Network Provider from meeting its professional obligations.

4.31 **Administrative Notifications.** Network Provider will notify SSCC/SAINT FRANCIS immediately of any significant change affecting Network Provider or this Agreement, including, but not limited to, change of Network Provider's name or identity; or any problem, complaint, or potential problem associated with a Child placed with Provider by SSCC/SAINT FRANCIS. Network Provider will provide SSCC/SAINT FRANCIS with any documentation or information related to a notification provided for under this section. Network Provider will also notify SSCC/SAINT FRANCIS of any lawsuit brought against Network Provider related to the services provided for in this Agreement. Unless otherwise noted in this Agreement, Network Provider will provide all notices in writing to SSCC/SAINT FRANCIS within ten (10) working days.

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

4.33 **Certification Regarding Debarment, Suspension and Other Responsibility Matters.** Network Provider certifies that it:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federally funded health care programs;
2. Agrees to include the above requirement in all subcontracts into which it enters;
3. Does not employ or contract with providers or consultants excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act, entitled, "Exclusion of Certain Individuals and Entities from participation in Medicare and State Health Care Programs";
4. Shall check the Excluded Persons database at [www.oig.hhs.gov](http://www.oig.hhs.gov) and the Excluded Parties Listing System at [www.sam.gov](http://www.sam.gov) before offering employment or contract, and then at least quarterly thereafter;

5. Shall utilize the Excluded Persons database at [www.oig.hhs.gov](http://www.oig.hhs.gov) and the Excluded Parties Listing System at [www.epls.gov](http://www.epls.gov) for a director, officer, partner, or person with a beneficial ownership of more than 5% of the Network Provider's equity, and any person serving as a consultant or other arrangement with Network Provider for the provision of items and services that are significant and material to Network Provider's obligations under its Agreement with SSCC/SAINT FRANCIS; and
6. Shall immediately notify SSCC/SAINT FRANCIS if it or any Staff receives notice that it or any Staff are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federally funded health care programs.

Further, Network Provider certifies that within the last twelve months Network Provider has verified that all current employees, applicable directors and officers, and consultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federally funded health care programs. Documentation of the same is available at Network Provider's business office.

## **ARTICLE 5: RESPONSIBILITIES OF SSCC/SAINT FRANCIS; DISPUTE RESOLUTION**

### **5.1 Compensation.**

1. In consideration of the services to be performed by the Network Provider, SSCC/SAINT FRANCIS shall pay the Network Provider at the fee-for-service rates set out in Exhibit A. Except as specifically modified by Exhibit A, Network Provider will receive payment for each day a youth is in pre- authorized placement with the exception that no payment will be made for the day that a child leaves care. The Network Provider hereby agrees to adhere to the current legislatively mandated minimum pass-through requirements when paying their foster parents for each service level and to comply with SSCC/SAINT FRANCIS audits on Network Provider's administrative fees.
2. Daily Rate Payments - SSCC/SAINT FRANCIS will issue payment to the provider by the 25th day of the calendar month for the services provided in the previous calendar month. Payment will be based on timely billing received by SSCC/SAINT FRANCIS from Network Provider and placement data from the SSCC/SAINT FRANCIS client data management system. SSCC/SAINT FRANCIS may withhold payment for disputed services and begin the disputed service reconciliation process described below in Section 4.
3. SSCC/SAINT FRANCIS will not process payments for any services for children for whom SSCC/SAINT FRANCIS has not yet issued a placement agreement.
4. The Network Provider will reconcile the payment from SSCC/SAINT FRANCIS to the Provider's records. If any discrepancies are noted, the Network Provider will initiate the dispute resolution process outlined in Section 5 within 30 days of receiving payment.
5. The parties will confer, in person or by telephone conference, to resolve disputes over payment for services through the following process. In order to initiate this process, either party must provide the other party with written notice of its dispute about a

service and/or payment issue:

- a. Staff Conferencing. With ten (10) days of receipt of a written notice initiating the dispute resolution process, SSCC/SAINT FRANCIS and Network Provider, through representatives of their services and financial staff, will confer and attempt to reconcile any disputed payments for which SSCC/SAINT FRANCIS, based upon a good faith review of any documents submitted by the Network provider and SSCC/SAINT FRANCIS' own documentation or records, does not believe it is responsible for paying. The parties shall complete the staff conferencing process described in this Subsection 5.a. within thirty (30) days of the receipt of the written notice initiating the dispute resolution process. If the dispute is not resolved within this time period, the process will continue to CFO Conferencing.
  - b. CFO Conferencing. For services still in dispute following the staff conferencing reconciliation process, SSCC/SAINT FRANCIS'S Chief Financial Officer and the Network Provider's Chief Financial Officer, or their designees, shall confer to resolve, settle, or compromise the dispute. The parties shall complete the CFO Conferencing process described in this Subsection 5.b. within thirty (30) days of the completion of the Staff Conferencing process described above.
  - c. Payment after Resolving Disputes. If SSCC/SAINT FRANCIS after conferring as provided herein with the Network Provider about the disputed payment concludes it is responsible for paying for a service or some part of it, SSCC/SAINT FRANCIS shall make its payment to the Network Provider by the 15th day of the calendar month following the month in which SSCC/SAINT FRANCIS concluded it was liable for payment.
6. In the event Network Provider owes SSCC/SAINT FRANCIS for any services provided herein or pursuant to any other agreement between the parties, and such balance has been due for in excess of sixty (60) days from invoicing by SSCC/SAINT FRANCIS to Network Provider, SSCC/SAINT FRANCIS may deduct the balance amount due to SSCC/SAINT FRANCIS from any amount owed to the provider pursuant to this Agreement.

5.2 **Compliance with Master Contract.** SSCC/SAINT FRANCIS shall take all action reasonable and necessary to comply with the requirements of the Master Contract and ensure payment for the Services thereunder which shall include paying Network Provider within ten (10) calendar days of SSCC/SAINT FRANCIS' receipt of funds from DFPS according to Chapter 2251 of the Texas Government Code otherwise known as the Prompt Payment Act.

5.3 **Return of Funds.** In the event that the Network Provider or its independent auditor discovers that an overpayment has been made by SSCC/SAINT FRANCIS, the Network Provider shall repay said overpayment immediately to SSCC/SAINT FRANCIS without prior notification or request from SSCC/SAINT FRANCIS. In the event that SSCC/SAINT FRANCIS first discovers an overpayment has been made to the Network Provider, SSCC/SAINT FRANCIS shall notify the Network Provider by letter of such a finding and request repayment forthwith. SSCC/SAINT FRANCIS may unilaterally deduct overpayments made to Network Provider from monies owed to Network Provider.

## **ARTICLE 6: CERTAIN MUTUAL AGREEMENTS REGARDING SERVICES**

6.1 **Authority.** Neither party shall have the authority to enter into contracts binding upon the



other or the Department or to create debts or obligations on behalf of the other or the Department.

6.2 **Review.** All Services performed by Network Provider shall be subject to review by SSCC/SAINT FRANCIS and the Department. Any deficiencies in performance will be provided to Network Provider in writing. Network Provider will correct identified deficiencies at Network Provider's own expense or will provide a Corrective Action Plan for approval by SSCC/SAINT FRANCIS, as determined by SSCC/SAINT FRANCIS.

1. Acceptance of funds under this Contract acts as acceptance of, and cooperation with, 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.

6.3 **Coordination.** Interaction between the Department and Network Provider regarding Services or the services referenced in the SSCC/SAINT FRANCIS Provider Manual and Master Contract shall be coordinated by and have the consent of SSCC/SAINT FRANCIS.

6.4 **Confidentiality.** Each party shall comply with all confidentiality and non-disclosure requirements contained in the Master Contract and the Confidentiality policy in the SSCC/SAINT FRANCIS Provider Manual or required by applicable law, rule, or regulation. Network Provider where applicable, shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. S.210 et seq.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). Further, Network Provider and Staff shall not use or disclose to any unauthorized person any information relating to the business or affairs of SSCC/SAINT FRANCIS or of any Client, except pursuant to the express written consent of SSCC/SAINT FRANCIS or the Client, as applicable, under court order, or as required by law. Notwithstanding the foregoing, SSCC/SAINT FRANCIS may disclose Network Provider's performance of the Services.

## ARTICLE 7: TERM AND TERMINATION

7.1 **Term.** The term of this Agreement shall be one year from the Effective Date. The "Effective Date" is the date this Agreement is executed by SSCC/SAINT FRANCIS as set forth on the signature page. This Agreement shall be automatically renewed for successive one-year periods unless either party shall give notice of termination 60 days prior to the last day of any term.

7.2 **Termination with Notice.** Either party may terminate this Agreement with or without cause for any reason upon 60 days written notice. To the extent Network Provider does not provide the full range of contracted Services during the 60-day period, Network Provider shall receive payments in proportion to the Services provided, with appropriate documentation, and in accordance with the requirements of the SSCC/SAINT FRANCIS Provider Manual and this Agreement. Upon termination of this Agreement, Network Provider shall, on or before the effective date for said termination return to SSCC/SAINT FRANCIS all records and other property of SSCC/SAINT FRANCIS then in Network Provider's possession, or otherwise under Network Provider's direction or control. All case records, charts, and files shall be and remain property of SSCC/SAINT FRANCIS.

7.3 **Termination upon Breach.** In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 30 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party. In lieu of curing the breach, SSCC/SAINT FRANCIS, at its option, may accept a corrective action plan from Network Provider. The corrective action plan may include financial penalties as per the Master Contract and this Agreement. Upon termination of this Agreement, Network Provider shall, on or before the effective date for said termination return to SSCC/SAINT

FRANCIS all records and other property of SSCC/SAINT FRANCIS then in Network Provider's possession, or otherwise under Network Provider's direction or control. All case records, charts, and files shall be and remain the property of SSCC/SAINT FRANCIS.

7.4 **Automatic Termination.** This Agreement may be terminated at any time by SSCC/SAINT FRANCIS, upon the occurrence of one or more of the following events:

1. The Master Contract is terminated for any reason or the funding received by SSCC/SAINT FRANCIS from the Department for the Services is reduced or terminated for any reason. In the event DFPS terminates or does not renew the Master Contract with SSCC/SAINT FRANCIS, DFPS will become the primary contracting entity on this Contract with the Provider.
2. Network Provider is suspended, becomes disqualified from, or loses its license or certification to provide the Services, or otherwise is subject to disciplinary action that materially adversely affects Network Provider's ability to perform the Services under this Agreement.
3. Network Provider or Staff are determined by a court to be negligent with respect to or caused harm to a Child.
4. Network Provider or its officers or directors are convicted of or plead "guilty," "no contest," or otherwise admits to, any crime involving a corrupt act or practice or any felony offense.
5. Network Provider fails to achieve the outcomes and performance standards required in accordance with the terms and provisions of this Agreement and the SSCC/SAINT FRANCIS Provider Manual.
6. Network Provider (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceedings, or (iv) has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed within 120 days after commencement thereof.
7. Upon termination of this Agreement, Network Provider shall, on or before the effective date for said termination return to SSCC/SAINT FRANCIS all equipment, records, and other property of SSCC/SAINT FRANCIS then in Network Provider's possession, or otherwise under Network Provider's direction or control. All case records, charts, and files shall be and remain the property of SSCC/SAINT FRANCIS.
8. Upon Notification of termination by either party, SSCC/SAINT FRANCIS will develop and execute a case transition plan, with which such case transition plan Network Provider will participate and cooperate, to ensure seamless delivery of Services to all Qualified Individuals.

7.5 **Payment by SSCC/SAINT FRANCIS upon Termination.**

1. Within 30 days of termination of this Agreement for any reason, Network Provider shall submit to SSCC/SAINT FRANCIS an itemized invoice for any fees and other sums due under this Agreement. SSCC/SAINT FRANCIS shall pay to Network Provider accrued but unpaid compensation through the date of termination. Such

payment shall be in full and complete discharge of any and all liabilities or obligations of SSCC/SAINT FRANCIS to Network Provider under this Agreement and Network Provider shall be entitled to no further benefits under this Agreement. Any amounts owing to SSCC/SAINT FRANCIS from Network Provider may be offset from this payment.

2. To the extent Network Provider continues to provide pre-approved by SSCC/SAINT FRANCIS post- termination Services, Network Provider shall receive post-termination payments in proportion to the Services provided and in accordance with the requirements of this Agreement.

7.6 **Effect of Termination.** Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligation accruing prior to the date of termination, and (ii) obligations contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, obligations relating to confidentiality, indemnification, and non-compliance. Notwithstanding the foregoing, if this Agreement is terminated for any reason, Network Provider shall use best efforts and fully cooperate with SSCC/SAINT FRANCIS to ensure an orderly and smooth transition of the Services.

## **ARTICLE 8: STANDARD PROVISIONS**

8.1 **Remedies.** In the event of a breach of this Agreement, each party acknowledges that the injury to the other would be irreparable, and the monetary amount of damage there from would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.

8.2 **Avoidance of violations; Modification.** Notwithstanding any provision this Agreement, the parties shall not violate any applicable laws, rules, or regulations. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations.

8.3 **Inurement.** Notwithstanding any provision of this Agreement, Network Provider shall enjoy no personal inurement under this Agreement beyond incidental private benefit, and this Agreement shall be construed by the parties consistent with this intent.

8.4 **Indemnification.** Network Provider will defend, indemnify, and hold harmless SSCC/SAINT FRANCIS, 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, dispute resolution costs and court costs connected with any acts or omissions of Network Provider or any agent, employee, subcontractor, or supplier in the execution or performance of this Agreement, or arising out of any services provided under this Agreement. Network Provider will coordinate its defense with SSCC/SAINT FRANCIS and the Texas Attorney General as requested by SSCC/SAINT FRANCIS and DFPS. This paragraph is not intended to and will not be construed to require Network Provider to indemnify SSCC/SAINT FRANCIS, the State or the Department for any claims or liabilities resulting from the negligent acts or omissions of SSCC/SAINT FRANCIS, DFPS or their respective employees.

**Network Provider's initials** \_\_\_\_\_

8.5 Any notice required or permitted to be given under this Agreement shall be sufficient if given writing and sent by certified mail, return receipt requested, to the parties at the following addresses (or at such other addresses as may be furnished from time to time):

If to Provider, to:

If to SSCC/SAINT FRANCIS, to:

Saint Francis Community Services  
1611 10<sup>th</sup> St  
Lubbock, TX 79401

8.6 **Notice of Claims.** Each party shall give written notice to the other party, as soon as practicable, of any lawsuit, claim, disciplinary action, investigation, or complaint which involves, or may involve, the services or any provisions of the Master Contract.

8.7 **Amendment.** No amendment to this Agreement shall be effective unless it is in writing, attached to, or made part of this Agreement, and executed by a duly authorized representative of each party.

8.8 **Entire Agreement.** This Agreement and the appendices, schedules, documentation, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

8.9 **No Third-Party Rights.** Except for DFPS, which shall be deemed to be a third-party beneficiary to this Agreement, this Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

8.10 **Severability.** If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or enforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

8.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one instrument.

8.12 **Captions.** The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

8.13 **Interpretation.** Whenever the context of any provision in this Agreement shall require it, the singular number shall include the plural number, and the plural the singular, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arm's length. Any rule of law or legal decision that requires interpretation of any ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties to this Agreement.

8.14 **Attorney's Fees and Costs.** In the event either party defaults in the performance of any of the terms of this Agreement and the non-defaulting party employs an attorney in connection therewith, the defaulting party agrees to pay the prevailing party 's reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

Saint Francis Community Services in Texas, Inc.  
Single Source Continuum Contractor

Signature

Cristian Garcia  
Printed Name

Regional Vice President  
Title

Date

Network Provider Agency

Signature

Printed Name

Title

Date

EXHIBIT A: RATES

24-Hour Residential Child Care Rates

Service Level		
Basic	Child Placing Agency	\$49.54
	Residential Treatment Facility	\$45.19
Moderate	Child Placing Agency	\$87.36
	Residential Treatment Facility	\$108.18
Specialized	Child Placing Agency	\$110.10
	Residential Treatment Facility	\$197.69
Intense	Child Placing Agency	\$186.42
	Intense Residential Treatment Facility	\$277.37
	Emergency Shelter	\$137.30
	Intensive Psychiatric Transition Program	\$374.33
	Intense Plus General Residential Operations/Residential Treatment Center (GRO/RTC)	\$400.72
New Service	Treatment Foster Family Care	\$277.37

## EXHIBIT B: PERFORMANCE MEASURES

SSCC/SAINT FRANCIS reserves the right to modify, remove or add to the agreement performance measures and methodologies listed in this exhibit. In addition to the performance measures, SSCC/SAINT FRANCIS will collect additional quality assurance data to ensure contract compliance, safety, well-being and permanency for the children, youth and families served under this agreement.

Performance measures 1-10 apply to CBC Stage I and the population is **children/youth from the catchment in SSCC contracted placements.**

Performance measures 1-12 apply to CBC Stage II and the population is **all children/youth in DFPS conservatorship from the catchment area unless otherwise specified.**

Goal	Performance Measure
Safety	Children/youth are safe from abuse and neglect.
Placement Stability	Children/youth have stability in their placements.
Least Restrictive Setting	Children/youth are placed in the least restrictive environment.
Maintaining Connections	Children/youth are placed in their home communities.
	Children/youth are placed with their siblings.
	Children/youth are placed with kin.*
Preparation for Adulthood	Youth age 16 and older obtain a driver's license or Texas identification card.
	Youth turning 18 complete Preparation for Adult Living (PAL) training.
Participation in Decisions	Children/youth age 5 and older participate in service planning.
	Children/youth attend court hearings.
Education	Children/youth remain in their school of origin.
Turnover*	Case worker turnover rate is maintained or improved.

\*The Kinship and Turnover performance measures are added in Stage II CBC.

### **Performance Measure #1: Children/youth are safe from abuse and neglect.**

**Indicator:** The percentage of children/youth who do not experience a validated incidence of abuse, neglect or exploitation.

Data Source	IMPACT
Target	100%
Numerator	The number of unique children/youth age 0-17 in the denominator minus the number of children/youth who were identified as a Designated Victim in a DFPS investigation for which a disposition of Reason to Believe was made during the performance period. Stage I includes dispositions by Residential Childcare Investigations. Stage II includes dispositions by Residential Childcare Investigations and/or Child Protective Investigations.
Denominator	The unique number of children/youth age 0-17 served during the performance period. Only children/youth under age 18 are counted since adult victims are not investigated by CPI.
Performance Period	Performance is tracked quarterly and assessed annually. The annual performance will reflect the total unique number of children age 0-17 in DFPS conservatorship from the

	catchment area.
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**Performance Measure #2: Children/youth have stability in their placements.**

**Indicator:** Foster care placements per child/youth.

Data Source	IMPACT
Target	Meet or exceed baseline
Numerator	The total number of SSCC contracted placements for children/youth age 0–17 at the start of the performance period plus the number of SSCC contracted placements opened for all children/youth age 0–17 during the performance period.  Placements that opened and closed on the same day are not counted. Hospital stays are not counted as a placement. Multiple placements opened in the same home will not be counted as separate placements. Verified relative/kinship foster home placements are counted. Unverified kinship homes and other non-contracted placements are not counted.
Denominator	The unique number of children/youth age 0–17 who were in a SSCC contracted placement during the performance period.
Performance Period	Performance is tracked quarterly and assessed annually. Each quarterly measurement reflects the cumulative year to date count.

**Performance Measure #3: Children/youth are placed in the Least Restrictive environment.**

**Indicator:** The percentage of days that are in a Least Restrictive placement.

Data Source	IMPACT
Target	Meet or exceed baseline
Numerator	The total number of days in the denominator that children/youth spent in a least restrictive placement setting. In Stage I, a least restrictive setting is a kinship/relative or non-relative foster home or cottage home general residential operation (GRO). In Stage II, a least restrictive setting is a kinship/relative home, own home, adoptive home, non-relative foster home or cottage home general residential operation (GRO).
Denominator	The total number of foster care days (Stage I) or conservatorship days (Stage II) for children/youth age 0–17 served under the contract during the performance period.
Performance Period	Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine the annual performance.

**Performance Measure #4: Children/youth are placed in their home communities.**

**Indicator:** The percentage of children/youth in foster care placements within 50 miles of their home.

Data Source	IMPACT; mapping software. Currently calculated by Chapin Hall. Subsequent calculations may be performed by DFPS.
Target	Meet or exceed baseline
Numerator	The number of children/youth in the denominator who were placed within 50 miles of



	their home (removal address) using the shortest distance between two points by way of a geodesic line.
Denominator	The number of children/youth from the catchment in a SSCC contracted placement on the last day of each quarter.
Performance Period	Performance is tracked quarterly and assessed annually. The point in time measure is assessed on the last day of the quarter. Annual fiscal year performance reflects performance on August 31.

**Performance Measure #5: Children/youth are placed with their siblings.**

**Indicator:** The percentage of Sibling Groups placed together in foster care.

Data Source	IMPACT
Target	Meet or exceed baseline
Numerator	The number of Sibling Groups in the denominator where all siblings were in the same SSCC contracted placement.
Denominator	The number of Sibling Groups from the catchment with 2 or more children in SSCC contracted placements on the last day of the performance period. A Sibling Group is defined as all children with the same case number. Only siblings age 0-17 are counted.
Performance Period	Performance is tracked quarterly and assessed annually. The point in time measure is assessed on the last day of the quarter. Annual fiscal year performance reflects performance on August 31.

**Performance Measure #6: Youth age 16 and older have a driver's license or state identification card.**

**Indicator:** The percentage of youth age 16 or older who have a driver's license or state identification card.

Data Source	PMET, anticipated future IMPACT data field
Target	Meet or exceed baseline
Numerator	The number of youth in the denominator who have been issued a driver's license or state identification card.
Denominator	The unique number of youth age 16 or older served during the performance period.
Performance Period	Performance is tracked quarterly and assessed annually. Each quarterly measurement reflects the cumulative year to date count.

**Performance Measure #7: Youth complete Preparation for Adult Living (PAL) training.**

**Indicator:** The percentage of youth who turned 18 and have completed required PAL Life Skills Training.

Data Source	IMPACT
Target	Meet or exceed baseline
Numerator	The number of youth in the denominator who completed required PAL Life Skills Training before their 18 <sup>th</sup> birthday.

Denominator	The unique number of youth who turned age 18 during the performance period.
Performance Period	Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine the annual performance.

**Performance Measure #8: Children/youth participate in service planning.**

**Indicator:** The percentage of approved Service Plans where children/youth age 5 or older participated in development of the service plan.

Data Source	IMPACT
Target	Meet or exceed baseline; baseline will be established for new methodology
Numerator	The number of DFPS-approved service plans in the denominator with child/youth age 5 or older participation.
Denominator	The number of DFPS-approved service plans completed for children/youth age 5 or older during the performance period.
Performance Period	Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine the annual performance.

**Performance Measure #9: Children/youth attend court hearings.**

**Indicator:** The percentage of court hearings attended by children/youth.

Data Source	PMET
Target	Meet or exceed baseline
Numerator	The number of court hearings as described in the denominator attended by children/youth.
Denominator	The number of permanency hearings held during the performance period for children/youth, where child/youth attendance was not excused by the judge. A hearing spanning more than one day is counted as one hearing. A hearing involving more than one child/youth is counted for each child/youth.
Performance Period	Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine the annual performance.

**Performance Measure #10: Children/Youth remain in their school of origin.**

**Indicator:** The percentage of school aged children who are attending their school of origin.

Data Source	IMPACT
Target	Meet or exceed baseline.
Numerator	The number in the denominator who are still in their school of origin on the last day of the performance period or during their last placement if they have left care.
Denominator	The number of children/youth age 0-17 who were removed during the performance period and were attending school at the time of removal. Children will be excluded from the population as they move from elementary to middle school or middle school to high school.
Performance Period	Performance is tracked quarterly and assessed annually. The point in time measure is assessed on the last day of the quarter. Annual fiscal year performance reflects

	performance as of August 31.
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**Performance Measure #11: Children/youth are placed with kin.**

**Indicator:** The percentage of children placed with kin.

Data Source	IMPACT
Target	Meet or exceed baseline
Numerator	The number of children in the denominator in a kin placement. This includes verified and unverified kin homes.
Denominator	The number of children age 0-17 on the last day of the performance period. Children in their own home or adoptive homes are excluded.
Performance Period	Performance is tracked quarterly and assessed annually. The point in time measure is assessed on the last day of the quarter. Annual fiscal year performance reflects performance on August 31.

**Performance Measure #12: Case Worker Turnover**

**Indicator:** The percentage of classified regular full- and part-time SSCC caseworkers who voluntarily and involuntarily separate from the SSCC agency. The definition is based on the methodology used by the State Auditor's Office to calculate classified employee turnover for fiscal year 2007.

Data Source	IMPACT
Target	Meet or exceed baseline
Numerator	The number of separations during the fiscal year
Denominator	The average number of SSCC caseworkers during the fiscal year. The average number of SSCC caseworkers is calculated by totaling the number of SSCC caseworkers (defined as someone who worked at any time during a quarter) for each quarter of the fiscal year, and then dividing the total by the number of quarters.
Performance Period	Performance is tracked quarterly and assessed annually.

**Attachment 1:  
Ethical Family Transfer Process**

The following is to prevent the practice of organizations recruiting homes from other organizations within the Provider Network and to minimize family transfers from one organization to another.

- I. During the term of this Agreement, no verified family or staff of a network provider or contractor shall be contacted by staff, volunteers, subcontractors, or affiliated entities of another provider or contractor for the purpose of recruitment or transfer to that Provider agency. This prohibition applies even when one organization is planning to close its operations or is placed on placement hold by DFPS Residential Contract Division and wishes to release its homes to other agencies.
2. If a verified family contacts another agency for information about a potential transfer, or applies to change verification, the agency contacted shall provide the family this Ethical Family Transfer Process and direct the family to discuss their concerns with the agency that developed their verification. The contacted agency shall also inform the original verifying organization's recruitment or program director by phone and by email, within five (5) business days of contact, regarding the date of the family's contact for a request to transfer.
3. The contacted agency shall have no further contact with the family for at least 30 days, or until they have received a release and closing summary from the verification organization, whichever is sooner, to allow sufficient time for that organization to meet with the family to resolve any outstanding issues that may be present.
4. If the family still wishes to make a transfer, the originating organization shall transfer verification information to the agency with whom the family wishes to transfer, with a closing summary and release form signed by an administrator of the organization, no later than thirty (30) days after having received notification.
5. Foster families and organizations shall contact SSCC/SAINT FRANCIS' Executive Director if families are solicited directly or indirectly in an unethical manner to make a transfer to another organization.
6. The SSCC/SAINT FRANCIS Executive Director will review all organizations' recruitment plans and patterns in quarterly and annual reviews.

**Remedies**

SSCC/SAINT FRANCIS reserves the right to enforce the provisions of this Attachment through any and all available remedies, up to and including financial remedies based on actual damages incurred by DFPS as the result of non-compliance with the terms and conditions of this Attachment or termination of this Attachment or Contract.

Subcontractor Consent Form

Whereas, \_\_\_\_\_ (“Subcontractor”) is an entity licensed by the Health and Human Services Commission (“HHSC”).

Whereas, SSCC/SAINT FRANCIS has been awarded the Single Source Continuum Contract for Region 1 with the Texas Department of Family and Protective Services (“DFPS”) ("SSCC contract").

Whereas, SSCC/SAINT FRANCIS is obligated by the Single Source Continuum Contract to perform due diligence on Subcontractor and requires access to certain information retained by DFPS on Subcontractor.

Therefore, Subcontractor hereby consents to and authorizes DFPS to provide to SSCC/SAINT FRANCIS the following:

- a) All data provided by or concerning Subcontractor accessible through DFPS's Performance Management Evaluation Tool ("PMET"), including but not limited to any corrections requested by DFPS to information contained on PMET;
- b) Compliance data maintained by DFPS concerning Subcontractor for the three-year period preceding the date of this Consent Form. This will include any technical assistance given to provider by DFPS and tracked by DFPS;
- c) Copies of all corrective action plans developed by or relating to Subcontractor, including but not limited to, plans concerning placement holds, evaluations, and provider plans;
- d) Information regarding any lawsuits to which Subcontractor was a party for the three-year period preceding the date of this Consent Form;
- e) Information regarding any current lawsuits to which Subcontractor is a party;
- f) Information related to Subcontractor's payment history;
- g) Copies of written communication pertaining to the sub-contractor to include complaints, as well as accolades made by any individuals, groups of individuals such as foster families or other agencies concerning Subcontractor; and
- h) Copies of Subcontractor's most recent contract review with DFPS.

This Subcontractor Consent Form is dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Subcontractor’s Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative      AND      Provider/Facility Name: