

**Request for Proposals (RFP) for  
Treatment Facility for Sexual Aggression (TF)  
General Residential Operation, Residential Treatment Center (GRO-RTC)**

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## PURPOSE AND BACKGROUND

### Issuing Agencies

This Request for Proposals (RFP) is being issued jointly on behalf of Texas' four current Single Source Continuum Contractors (SSCCs) for Community-Based Care ([Community-Based Care Contracts \(state.tx.us\)](http://Community-Based Care Contracts (state.tx.us))). Texas' four current SSCCs are the following organizations:

- Our Community Our Kids (a program of ACH Child and Family Services)
- 2INgage (a program of TFI Family Services)
- Saint Francis Community Services in Texas (a program of Saint Francis Ministries)
- Belong (a program of SJRC Texas)

### Purpose

The purpose of this Request for Proposals (RFP) is to solicit services for the development and implementation of a structured evidenced-based Treatment Facility (TF) to serve children/youth with sexual aggression who are in the foster care system. Children/youth with sexual aggression may require supervision and treatment in an inpatient setting to prevent recidivism so they can eventually reintegrate back into the community and into a less restrictive placement setting.

The TF will serve children/youth with sexual aggression whose mental health and behavioral needs warrant treatment services that cannot be provided in a less restrictive environment. The TF will serve children/youth with needs equivalent to those at Intense, Intense Plus, and Exceptional levels of care.

The TF will be a licensed General Residential Operation, Residential Treatment Center (GRO-RTC) in the State of Texas. The SSCCs will accept proposals from Respondents that have or plan to have one or more licensed GRO-RTCs to provide TF services for children/youth with sexual aggression who are served by an SSCC.

### Point of Contact

Unless instructed otherwise by the Point of Contact, all inquiries concerning specifics of this RFP must go directly and solely to the Point of Contact. Applicants should submit proposals via email to the email address provided below on or before the application deadline.

Point of Contact: Christine Gendron, [cgendron@tifamily.org](mailto:cgendron@tifamily.org)

### Procurement Schedule

Proposals are due to the Point of Contact provided above by January 7, 2022 at midnight CST. Applicants are strongly encouraged to submit a Letter of Intent prior to submitting a full proposal. The SSCCs will hold a virtual information session to address questions regarding this RFP and other related RFPs on Monday, December 6, 2021. Prospective applicants must RSVP for the information session via the above Point of Contact to attend. Log-on information for the virtual information session will be provided to those who RSVP.

The SSCCs anticipate that all contracts will be signed by February 4, 2022. The TF must be up and running and accepting placements no later than September 1, 2022. The contracted provider(s) will be expected to meet at least monthly with the SSCCs during the period between when a contract is signed and when the TF begins operating.

The schedule for this procurement is as follows:

- December 1, 2021: Deadline to submit questions regarding this RFP to the Point of Contact.
- December 3, 2021: Deadline to RSVP for the information session that will be held on December 6.
- December 6, 2021: Deadline for SSCCs to respond to all questions received and post FAQ at the official RFP weblink. The SSCCs may choose to respond to questions earlier, on a rolling basis, as they are received.
- December 15, 2021: Deadline for prospective applicants to submit a Letter of Intent.
- **January 7, 2022: Deadline for proposals. They are due at midnight CST.**
- February 4, 2022: Anticipated deadline for all negotiations; contracts signed.
- September 1, 2022: Final deadline for TF to be up and running and accepting placements.

## SCOPE OF SERVICES

### Overview

The TF shall provide a safe, structured, and nurturing placement for children/youth with sexualized behavioral problems and/or sexual aggression. The TF shall utilize an evidence-based model that has been demonstrated to be effective in meeting the needs of the target population. The target population includes children/youth who have demonstrated sexual aggression and whose needs are equivalent to those at Intense, Intense Plus, and Exceptional levels of care in the state's Legacy foster care system. The purpose of placement is to provide treatment and behavior management, including by improving child/youth's decision making, coping skills, and social skills, to support future placement and success in a less restrictive environment and reintegration into the community.

The TF shall accept placements of children/youth, male and/or female, ages six (6) to eighteen (18). The average anticipated length of stay in the TF will be twelve (12) months. Maximum capacity for the TF shall be sixteen (16) children/youth at any given time.

The TF must be licensed as a GRO-RTC in the State of Texas and must maintain good standing with the Texas Health and Human Services Commission. The TF must adhere to Texas' Minimum Standards for General Residential Operations ([Minimum Standards for General Residential Operations \(texas.gov\)](https://www.texas.gov)).

The TF must be located in Texas and must agree to serve children/youth from all Texas SSCCs.

### Admission

The TF shall accept all referrals from SSCCs within the agreed upon criteria for admission. Respondents should detail their admission criteria in their proposal. The TF shall accept referrals of children ages six (6) to eighteen (18). The TF shall be available for intake/referral 24 hours per day, 7 days per week, 365 days per year.

## Initial Assessment

The TF shall administer the Child and Adolescent Needs and Strengths (CANS) Assessment [DFPS - CANS Assessment - A Guide to Medical Services at CPS \(state.tx.us\)](#) to all children/youth as appropriate based on state and SSCCs policy and guidelines. The TF may also administer additional assessment services, including the Commercial Sexual Exploitation Identification Tool (CSE-IT) ([Commercial sexual exploitation – identification tool \(cse-it\) | WestCoast Children's Clinic \(westcoastcc.org\)](#)). Additionally, the TF shall ensure that all children/youth in its care receive a psychological, as appropriate based on state policy and SSCCs' guidelines.

The TF shall also ensure that every child/youth receive needed medical care and health screenings, as required by the Minimum Standards, within the required timeframe from the date of admission. For example, the TF shall ensure that every child/youth receives a medical examination within thirty (30) days of admission, unless documentation demonstrates that the child has had a medical examination within the last year.

Given the long-term nature of the TF program, comprehensive assessment is especially important. Assessment services shall address, but not be limited to, the following:

- Reasons for referral to the program, including history of sexual aggression
- Evaluation or assessment covering the following areas:
  1. Physical health
  2. Family relations
  3. Academic or vocational training
- Community life
- Interpersonal interactions
- Daily living skills
- Immediate service needs:
  1. Mental Health
  2. Developmental
  3. Dental
  4. Medical (including Primary Care Appointments and other appointments needed per contract)
- Involvement or exposure to Substance Use/disorder
- Involvement or exposure to other trauma
- Assessment of the child/youth's self- injuring or suicidal attempts

Information gathered through assessment shall be used to inform the Service Plan for each child/youth. Assessment documents shall be included in the case record. This includes information obtained from the child/youth, family members or fictive kin, and/or the appropriate case management team.

## Service Plan

The TF shall complete a preliminary Service Plan for each child/youth within seventy-two (72) hours of admission. The TF shall complete a full Service Plan for each child/youth within forty (40) days of admission.

The TF shall assemble a meeting with appropriate stakeholders to develop each child/youth's Service Plan. The TF shall coordinate with the appropriate case management team in developing the Service Plan for each child/youth. The TF shall participate in family finding and support family engagement in service planning as appropriate. Additionally, the TF shall engage children/youth in the development of their Service Plans.

The Service Plan shall address the identified needs in the emotional, physical, educational, social, familiar, and independent living skill domains. Each child/youth may not have identified needs in every domain. If so, the TF shall document that no needs were identified where appropriate. Service Plans shall include the following:

- Short-term goals and long-term goals, including independent living goals.
- Specific plans for reaching/meeting goals, including services to be provided and frequency.
- Estimated timelines for reaching short-term goals.
- The child/youth's signature, and the date, indicating the child/youth participated in the development of the Service Plan and provided input.

The TF shall also engage children/youth in safety planning and incorporate safety planning into Service Plans.

The TF shall review each child/youth's Service Plan every thirty (30) days and update information on the child/youth's progress toward meeting goals. The Service Plan shall also be updated when new needs are identified and when Service Plan goals are met. Updates to the Service Plan shall include strategies and tasks to accomplish the child/youth's goals, as well as behaviors which place the child/youth at risk for disruption, activities to prepare the child/youth's family or kinship network for reunification, identification of other less restrictive living environments, and preparing the child/youth for transition to these settings.

The TF shall send the preliminary Service Plan, the full Service Plan, and all updates to the appropriate case management team.

## **Discharge Planning**

Discharge planning shall begin upon admission of the child/youth to the TF and shall be addressed in each child/youth's Service Plan. This means participants in service planning shall participate in discharge planning, including the appropriate case management team, the child/youth's family as appropriate, and the child/youth. Discharge planning shall be part of the regular review and updating for the Service Plan, and the Service Plan shall outline measurable goals and objectives relevant to successful discharge. The appropriateness of continued placement in the TF shall be assessed regularly as part of the Service Plan review.

After a placement is identified for discharge, the child/youth and their caregiver(s) shall benefit from transition planning prior to discharge. Just as with a Service Plan, transition planning is individualized to meet the needs of the child/youth and family/caregivers and to facilitate provision of appropriate supports. The transition planning process shall be team-based and include relevant parties, including the child/youth, the future caregiver, and the case manager. Transition plans shall include the future caregiver's input regarding the types of services and supports that will be most helpful to them to support successful placement. Plans shall be realistic, achievable, and not burdensome to the caregiver/family. Children/youth shall be provided with the supports (i.e., logistical, emotional, personal) necessary to allow their full participation in the transition planning process. When team members are not able to participate in planning meetings, their input shall be actively solicited in advance and included.

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Transition planning shall operate within child/youth-centered and family-centered practice frameworks, valuing the importance of the child/youth and their family and demonstrating a strong respect for their inherent strengths and capabilities. The transition planning team shall function with the following overarching principles: having a shared understanding of goals, a commitment to the process, clear expectations, clarification of roles and functions, coordination of efforts, clear decision-making processes and ongoing reflection, and giving and receiving feedback and negotiation.

The TF shall complete a discharge summary at the time of the child's discharge from the TF. The TF shall forward the discharge summary to the appropriate case management team within one business day. The discharge summary shall include:

- a. Date of admission
- b. Description of services provided
- c. Identification of presenting condition(s)
- d. Description of progress in achieving treatment goals and objectives
- e. Reasons for discharge
- f. Educational status and goals
- g. Employment planning, if applicable
- h. Housing plan for youths making the transition to independence
- i. Recommendations for specific services/supports including contact names/numbers
- j. Date of Discharge

## **Aftercare**

The TF shall provide discharge planning and family-based aftercare support for six (6) months post-discharge. Services shall support the child/youth and the family as the child/youth transitions to a less restrictive setting or back home and may be provided via phone or video conference. The TF and the appropriate case management team shall work together to ensure there is no gap in services for a child/youth that is discharging from the TF. If needed, the TF shall make referrals to community-based services to help meet ongoing needs after discharge. For example, the TF may make referrals for Targeted Case Management services if they are warranted and available.

## **Daily Observations**

The TF shall maintain a dated record of daily observations and significant occurrences involving each child/youth during each shift in each child/youth's individual file. The record shall include significant events which may affect the well-being of the child/youth. Significant events include, but are not limited to: attendance at school or groups (specific group), interactions and/or interventions with staff and other child/youth, medical appointments, mental health appointments, medication compliance, hygiene (if identified as a need), visits/passes, meals eaten and overall behavior. Each report shall include the staff member and/or child/youth involved, the nature of the incident and the circumstances surrounding it. Records shall be available to SSCCs to review.

## Weekly Progress Notes

The TF case coordinator or similar qualified staff shall complete weekly progress notes for each child/youth. These notes shall be entered into the child/youth's chart, reflecting the delivery of services according to the Service Plan. This documentation shall address the child/youth's responses to interventions and the progress of the child/youth on individualized goals and objectives. The notes shall include any significant events that occurred during the week and shall also summarize contacts with family members and other involved agencies. If an unmet need is identified, the note shall reflect the actions to be taken to revise the Service Plan to meet that need. The case coordinator shall document specific services and activities they are providing to each child/youth. Each month the weekly progress notes shall be sent to the appropriate case management team.

## Room Assignment

The TF shall develop an objective formal procedure to assess the physical housing needs of each child/youth. The TF shall assign each child/youth to a room based upon a range of factors, as identified by risk/needs assessment(s) in addition to other indicators. Factors to consider in assigning rooms shall include (but are not limited to):

- Suicidal ideation;
- Level of specialized needs (i.e., mental health, medical, etc.);
- Displaying inappropriate sexual behaviors;
- Gender and sexual orientation;
- Age and maturity level;
- Program needs (substance use disorder, cognitive behavioral, independent living, etc.); and
- Vulnerability to being victimized by others (i.e., physical stature).

Assigning rooms based upon risk/need/responsivity factors will allow for a safer, more secure environment, as well as efficient and effective management of the living units. The child/youth's room assignment and how the decision was made shall be documented in the child/youth's file. The room assignment shall be completed immediately upon admission.

## Visitation

Subject to the TF's visitation guidelines (i.e., days of the week, times, appropriate attire, etc.), the TF shall not prohibit a child/youth's contact with immediate family except for due to the following reasons:

- A court orders no contact,
- There is documented violence, threatening or disruptive behavior by the respective family member that occurred during contact, or
- There is documented introduction of contraband into the facility.

The TF shall provide private accommodations for visitation. Accommodations shall include but not be limited to: a private office/room, no staff presence (unless required), and free of any individuals that may overhear confidential information.



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The TF shall work with each child/youth upon admission and the appropriate case management team to develop an approved contact list detailing those with whom the child/youth may have contact and the type of contact permitted (i.e., letter, phone, day passes, overnight passes, etc.) The contact list shall be reviewed/updated at least every 60 days. The initial contact list and all reviews/updates shall include the signature of the appropriate case manager.

## Youth and Family Engagement

The TF shall provide opportunities for children/youth and their families to take leadership roles in the services and supports provided for them. Respondents should describe how children/youth and their families will be engaged as collaborators and empowered through admission/intake, assessment, service planning and delivery, discharge planning, and/or aftercare. The TF is strongly encouraged to utilize an evidence-based model and/or research-based framework that prioritizes and facilitates strong youth and family engagement. The TF is also encouraged to utilize peer support for youth and/or families as a best practice model.

## BASIC STANDARDS

### Licensing

- Accreditation by COA, CARF or the Joint Commission, preferred.
- Must be licensed as a General Residential Operation (GRO) in good standing by the Texas Health and Human Services Commission in accordance with the Minimum Standards for GROs ([Minimum Standards for General Residential Operations \(texas.gov\)](https://www.texas.gov))

### Performance Standards

The TF will be expected to meet the following standards for performance:

1. 99% or more of all youth admitted into the TF will not experience a confirmed abuse or neglect claim while in the care of the TF per quarter.
2. 80% or more of the TF children/youth will report satisfaction with the services provided by the TF as measured by a client satisfaction survey tool developed or selected by the TF.
3. 90% or more of all children/youth will successfully complete all treatment goals outlined in their Service Plan prior to their planned discharge date.
4. 90% of all youth discharged from the TF will be discharged directly to a less restrictive setting and not to detention, acute care, state hospital, or AWOL status.
5. 80% or more of all children/youth served will have a successful discharge in 180 days or less.

It is the expectation of the SSCCs that the TF will abide by the performance standards outlined in this RFP, as well as by its own agency-specific performance standards or outcomes. Respondents should create their own additional performance standards or outcomes based on their proposed model and the services they will provide and include those in their proposals.

## **Expectations**

### **Policy and Procedure Manual**

The TF shall develop and prepare a policy and procedure manual for the operation of the facility based on the Minimum Standards for GROs. The Policy and Procedure Manual shall also align with SSCCs auditing standards and other SSCCs requirements.

### **Behavior Management**

The TF will serve children/youth who may engage in disruptive or dangerous behaviors, including running away, fighting, and violating other rules and expectations. For this reason, a strong behavior management system will be critical.

The TF shall have a written program of consistent rules and regulations guiding and governing the daily behavior of children/youth placed at the TF. The behavior management system shall include a description of daily routines and shall identify the system of rules, rewards, and consequences for given behaviors. The TF shall orient each child/youth to the behavior management system during the intake/admission or orientation process. Notation shall be made in the child/youth's file and signed by the child/youth that the rules, rewards, and consequences have been discussed. The TF shall post a description of the behavior management system in a common area where children/youth are able to easily access the system, and each child/youth shall be given a written copy of the system to use as a reference.

Behavior management shall include rules governing:

- interpersonal interactions with staff and peers,
- program leave policies,
- school attendance and behavior while at school,
- verbal and physical aggression,
- allowable possessions,
- awakening and bedtime hours,
- leisure hours,
- visitation policies,
- runaway attempts,
- involvement in recreation and other activities,
- self-destructive behaviors,
- Sexual behavior problems,
- communications with family and others outside the program,
- religious worship,
- involvement in therapies,
- theft, property destruction,
- behaviors resulting in mandatory removal from the program, and
- behaviors at the program which could result in legal prosecution.

When a child/youth decides not to attend religious worship or activities, the TF shall make alternative supervised activities available.

## **De-escalation Certification**

De-escalation is a technique used during a potential crisis in an attempt to prevent a child/youth from causing harm to themselves, others and/or staff. De-escalation techniques shall be utilized for any activity required to diffuse a conflict or intense situation to ensure safety and calm the child/youth. TF staff shall be certified in authorized, evidenced-based de-escalation techniques and programs for managing aggressive behavior. Staff training records shall be kept as part of the staff member's personnel file and shall be made available upon request. At the time of admission to the TF, each child/youth and his or her caseworker shall be oriented to the managing aggressive behaviors policies of the TF and shall sign a written acknowledgement of this orientation. This written acknowledgement shall be kept in the child/youth's case record.

## **Emergency Behavior Intervention**

An Emergency Behavior Intervention shall be performed in a manner that is safe, proportionate, and appropriate to the severity of the behavior. The use of Emergency Behavior Intervention shall be performed only using nationally recognized restraint procedures applicable to this population designed to prevent a child/youth from harming self or others by exerting external control over physical movement.

An emergency safety intervention is the application of physical force without any mechanical device, for the purpose of restricting the free movement of a child/youth's body. An Emergency Behavior Intervention shall be used only as last resort after all verbal de-escalation techniques have failed and when the child/youth is at-risk of harming themselves or others.

Mechanical restraint is the use of mechanical devices to restrict the free movement of the child/youth's body, most often for purposes of preventing self-destructive behavior. Mechanical restraint is prohibited.

The TF shall have a written policy regarding, and shall train all staff to provide, safe Emergency Behavior Interventions. Staff shall be certified in authorized, evidenced-based training programs for managing aggressive behavior and for de-escalation techniques. Staff training records shall be kept as part of the staff member's personnel file and shall be made available to SSCCs upon request.

Respondents should review the Minimum Standards for GROs regarding additional regulations for use of Emergency Behavior Interventions.

## **Staffing Plan**

The Licensed Child Care Administrator (LCCA) shall have a Bachelor's Degree, at least one year administrative experience and a working knowledge of child/youth development principles.

The Program Director shall have a minimum of a Master's Degree in Social or Behavioral Sciences. This position is responsible for the operation of the entire program and may be the same person as the Administrator if desired.

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The Clinical Director, on staff or contracted, shall be responsible for treatment programming for the children/youth, according to the treatment model, and shall have a Master's Degree in Behavioral Science or a related field and be licensed in the state of Texas to practice. The Clinical Manager shall have at least three years' experience working with children/youth who require out of home placement due to behavioral, emotional or developmental difficulties.

Therapists shall each have a Master's Degree in Behavioral Science or a related field and be licensed in the state of Texas to practice. The ratio of children/youth to therapists shall be no greater than 8:1.

RN's, LPN's and other licensed clinical staff (i.e., on-site, on-call, Nurse PRN, etc.), shall be available 24/7, on-site, according to the treatment model.

The Case Coordinator or similar qualified person shall have at least a Bachelor's Degree in one of the human service fields (i.e., social work, psychology, human development and family life, criminal justice, counseling, nursing, or education). The ratio of children/youth to case coordinators shall not exceed 16:1.

All TF program staff shall be at least 21 years of age, with a minimum of three years age difference between the program staff and oldest child/youth who can be admitted to the program. All TF staff shall possess at least a high school diploma or GED. The ratio of children/youth per caregiver shall not exceed 4:1 during the day or 8:1 during sleeping hours.

Due to the variety of presenting difficulties the children/youth may possess, a ratio of 1:1 may be necessary. The ratio of direct care staff to supervisors shall not exceed 6:1. The TF must follow all Council of Accreditation (COA) standards for staffing ratios, even if the TF is not accredited by COA.

### **Personnel Records**

A separate file shall be maintained for each employee. Personnel files shall include the following:

- Written employment application, resume and reference checks
- Date of hire
- Position description
- Educational transcripts, HS diploma, college degree, etc.
- Copy of driver's license/Texas ID (current)
- Disciplinary action records
- Training records
- Out of state registry checks, when applicable (staff member has lived outside of Texas within the last 5 years)
- Drug test as applicable and required

## **Pre-Service Requirements**

Review Minimum Standards for GROs regarding licensing requirements. The TF shall also comply with any additional training requirements of the SSCCs.

## **Annual In-Service Training**

Review Minimum Standards for GROs regarding licensing requirements. The TF shall also comply with any additional training requirements of the SSCCs.

## **START-UP ASSISTANCE**

### **Start-Up Funding**

Subject to approval of specific terms in the Provider Agreement, the SSCCs will provide a successful Respondent with Start-Up Funding to assist with initial expenses and purchases required for implementing its proposed service. Start-Up Funding of up to ten percent of the projected annual program budget is available. The funds will be provided in a one-time lump sum payment. Start-Up Funding can be used for expenses including hiring and training of staff prior to start date, preparing for the licensing process, policy and procedure development, and non-capital equipment or property. The Provider may not use Start-Up Funding to purchase capital equipment. Start-Up Funding may be used to lease equipment but must be prorated. The Provider will need to submit a final expenditure report to the SSCCs and any unexpended funds will need to be returned to the SSCCs within 45 days after start of the proposed service.

Respondent should include its interest in Start-Up Funding, start-up budget detail, and a narrative outlining how this assistance will help with start-up of the service in the Proposal Response.

Start-up Funding is negotiable but is not expected to exceed \$300,000.

### **Risk Sharing**

Subject to approval of specific terms, SSCCs will assist a successful Respondent during the first year of operation by sharing in the financial risk of the new project. Specifically, once the facility or service is open (approved to take new clients or residents), the SSCCs will reimburse Respondent for a percentage of documented and verified losses during the start-up period, if there are documented and verified losses. Specific terms will be negotiated and included in the Provider Agreement, including the identification of eligible expenses and other items.

For illustration purposes only, if operating expenses directly related to the new service or facility exceed reimbursement for those services during the first three months of service, SSCCs will reimburse Respondent for 75% of the loss. During the next three months of services, SSCCs will reimburse Respondent for 50% of the loss during the period.

Respondent should include its interest in Risk Sharing and a narrative on how this assistance will help with start-up of the service in the Proposal Response.

Risk sharing is negotiable but is not expected to exceed \$200,000.

**MINIMUM INFORMATION FOR WRITTEN PROPOSALS**

Each written proposal shall contain the following information:

1. Legal name of the proposer and location of the Respondent's place of business;
2. The service type for which rates/compensation and transition and/or Start-Up Funding are being sought;
3. An itemized list of start-up costs the Respondent expects to incur implementing the requirements for the service type;
4. An explanation of how each cost is associated with a requirement in this RFP;
5. The desired rates for each service type;
6. A justification for the desired rates;
7. An expected timeline of milestones and activities for implementing the services;
8. Evidence of the Respondent's experience and abilities in the service type and other disciplines related to the service type and any other information that demonstrates the proposer's qualifications to deliver that type of service;
9. A description of services similar in scope, size, or discipline were performed or undertaken, including the names and addresses of the services, the scope of the services, and the names and telephone numbers of the contracted clients for reference purposes;
10. An acknowledgement that the Respondent is or will become registered/licensed to provide the proposed services in the State of Texas; and,
11. An acknowledgement that the Respondent will agree to repay all Start-Up Funds awarded to it by SSCCs in the event that the Respondent is not legally and functionally able to provide the services by October 1, 2022.

**EVALUATION PROCEDURE**

1. Step One: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.
  - a. Responsive Respondent: Respondent must submit a proposal which conforms in all material respects to this RFP.

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- b. Responsible Respondent: Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by SSCCs.
2. Step Two: Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of the SSCCs. Factors to be considered are as follows:
    - a. Budget and Budget Narrative: (Description of any requested transition funds or Start-Up Funding, and timing for its use; proposed rates; etc.
    - b. Technical Factors:
      - i. Does the offeror's proposal or qualification demonstrate a clear understanding of the scope of work and related objectives?
      - ii. Is the offeror's proposal or qualification complete and responsive to the specific RFP requirement?
      - iii. Has the past performance of the offeror's proposed methodology been documented?
      - iv. Does the offeror's proposal or qualification use evidence-based and/or innovative practices?
    - c. Management factors
      - i. Start-up management: How well does the proposed scheduling timeline meet the needs of the SSCCs? Is there a start-up management plan?
      - ii. History and experience in performing the work: Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? Does the offeror document industry or program experience?
      - iii. Availability of personnel, facilities, equipment, and other resources: To what extent does the offeror rely on in-house resources vs. contracted resources? Are the availability of in-house and contract resources documented?
      - iv. Qualification and experience of personnel.
3. Step Three: SSCCs will contact the respondent with the proposal which best meets needs of SSCCs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to the parties.

**SUBMITTED PROPOSAL FORMAT**

1. **Management Summary:** Provide a cover letter indicating the underlying philosophy of the organization for providing the service type for which transition and Start-Up Funding is being requested.
2. **Proposal:** Describe in detail how the transition or Start-Up Funding will be used to implement the services. Include a description of major tasks and subtasks.
3. **Corporate experience and capacity:** Describe the experience of the organization in providing similar services and give number of years that the similar services have been delivered.
4. **Personnel:** Attach job descriptions for all positions involving service delivery. Attach resumes of all persons currently employed and who will be involved in implementation of the service type and licensure process that include their experience in this area of service delivery. Indicate the level of involvement by principals of the organization in the implementation and licensure process.
5. **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
6. **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
7. **Additional data:** Provide any additional information that will aid in evaluation of the response.
8. **Cost data:** Estimate the total cost of the service type implementation. Cost data submitted at this stage is binding; however, this data is subject to negotiation if your organization is chosen as a finalist. Include the number of personnel proposed to be assigned to the agreement and the total estimated cost of the labor portion of the agreement (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

Proposals shall be typed in Times New Roman font, size 11 or 12, and shall include one-inch margins.

**NONCONFORMING TERMS AND CONDITIONS; NEGOTIATIONS**

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive.

Notwithstanding any other provision of this RFP, SSCCs reserve the right, at any time and in their absolute discretion, to accept or reject proposals (or to permit any respondent to resubmit its proposal in the event that such proposal fails to meet any or all of the criteria and/or the requirements), to pursue negotiations with any number of respondents, to withdraw from negotiations with any respondent at any time, or to pursue negotiations in respect of some or all of the services.



## AMENDMENT, MODIFICATION OR WITHDRAWAL OF RFP

SSCCs reserve the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract, if it is in the best interest of SSCCs to do so.

Further, SSCCs reserve the sole and exclusive right in their discretion to modify the timeline for decision-making after the RFP has been released and even after responses to an RFP have been received. All costs incurred by a respondent in reviewing, responding to, providing follow-up, negotiating, and otherwise engaging in the RFP response process are the responsibility of respondent.

The decision of SSCCs shall be final in all matters regarding this RFP.

## AWARD

Award shall be made to the responsible respondent or respondents whose proposal is determined in writing to be the most advantageous to SSCCs taking into consideration price and the evaluation factors set forth in the Request for Proposals.

## TERMS AND CONDITIONS

The Agreement for Service (“Contract” or “Agreement”) will contain the following Terms and Conditions. A successful respondent taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide Respondent’s additional or alternate Contract terms may result in rejection of the proposal. The following Terms and Conditions are the standard paragraphs found in most Agreements and but may vary.

### Provision of Services

Provider shall provide Services ("Services") to Clients in a manner that complies with DFPS (“Department”) and minimum standards and SSCCs’ quality standards. All Services shall be performed in accordance with the terms of this Agreement and any Attachments, the Master Contracts between the SSCCs and DFPS, and SSCC Provider Manuals ("Provider Manuals") as relevant. Documents incorporated by reference will be provided upon request. The Master Contracts shall control in the event of any conflict between the SSCCs and Provider.

### Responsibilities of Provider

- 4.1 **Performance of Services.** Provider and 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 the Master Contracts and the SSCC Provider Manuals.
- 4.2 **Adequate Coverage.** Provider and Staff shall provide the Services in a manner sufficient to meet the needs of SSCCs and to achieve the specified outcomes and performance measures, as may be

determined from time-to-time by SSCCs to fulfill the requirements of the Master Contracts and this Agreement.

4.3 **Provider Qualifications.**

1. Provider shall have all necessary and appropriate licenses and certifications to provide Services.
2. SSCCs are 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, SSCCs highly recommend that 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.** Provider's Staff shall comply with the staffing qualifications and requirements (including background screening) required by this Agreement and the Master Contracts. Additionally, 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.

4.5 **Driving Record Checks.** In addition to background checks, immediately upon employment, the 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 on an annual basis, and Provider shall have a policy which states that Staff who drive must notify Provider within seventy-two (72) hours of occurrence, upon receipt of any traffic/driving citation.

4.6 **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.

4.7 **Subcontracting/Assignment.** 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 SSCCs, which may be withheld in SSCCs' sole discretion. Any attempted unauthorized assignment shall be null and void.

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

4.9 **Adherence to Policies, Rules, Regulations, and Governance Documents of the Department.** 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.

4.10 **Conduct.** Provider and Staff shall adhere to all applicable Federal, State, and Local laws, rules and regulations, including, without limitation, those listed in the Provider Manuals, the Master Contracts and the requirements of licensing or certifying organizations.

4.11 **Risk Prevention and Incident Reporting.** Provider shall report those reportable situations listed in SSCCs Incident Reporting Policies in the manner prescribed in this section. Within 24 hours of knowledge of incident, Provider shall formally report suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the appropriate local office or to the Texas Abuse Hotline on the statewide toll-free telephone number and to the appropriate SSCC.

4.12 **Quality and Fiscal Assurance.** Provider shall be responsible for meeting the outcomes and performance standards relating to the Services contained in this Agreement, the Master Contracts and/or the Provider Manuals or as otherwise required by the Department or applicable law, rule, or regulation. Additionally, Provider shall be responsible for meeting outcomes and performance standards relating to the Services required by SSCCs. Provider shall utilize all reporting and financial tools reasonably requested by SSCCs to provide assurance that it remains fiscally sound and financially viable. SSCCs will utilize measures such as the Current Ratio (current assets divided by current liabilities remains equal to or greater than 1:1) and available cash flow (sufficient to cover a minimum of 30 days of operating expenses) to monitor financial viability.

4.13 **Financial Statements.** Providers shall maintain accrual method financial statements and statistical information in accordance with 1 TAC 355.7101 (6) and with Generally Accepted Accounting Principles (GAAP). Unaudited financial statements shall be provided by Network Provider to SSCCs on an annual basis 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). If the financial statements of the Provider have been audited or reviewed by an independent certified public accountant, then audited financial statements accompanied by the auditor's management letter or a financial review report are to be provided to SSCCs within 9 months after the Network Provider's fiscal year end.

SSCCs may request additional financial information from Provider as deemed necessary to manage SSCC networks 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 Provider and its contract with SSCCs, as deemed appropriate by SSCCs.

4.14 **Single Audits and Other Audits.** All Providers identified as sub recipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Provider will submit an annual financial and compliance audit of 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. Provider must provide copies of any internal audit reports relating to this Agreement or the Master Contracts to SSCCs as requested.

4.15 **Insurance Requirements.** 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 city, county or state 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 each SSCC 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 Provider in Section 8.4. All policies must include a waiver of subrogation. These requirements must be included on the Certificate of Insurance.
- b. Before the Effective Date of the Agreement Provider shall submit to SSCCs certificates of insurance from its agent or carrier listing each SSCC and the Department as "Additional Insured" and listing Texas Family Initiative LLC as a "Certificate Holder." Failure of 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 indicate that SSCCs will be informed in writing at least 30 days prior to cancellation of any insurance coverage.
- d. The certificate of insurance submitted to SSCCs 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. 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. Provider agrees that SSCCs may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of 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 SSCCs.

4.16 **Reporting.** With respect to the Services, Provider shall be responsible to and report to such person as SSCCs may designate.

4.17 **Record Keeping.** 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 Provider by SSCCs under this Agreement, for a period of seven (7) years after completion of the Agreement. Upon request of SSCC and at the Providers own expense, the Network Provider shall promptly, but no later than 5 business days after the request provide copies of the documentation to SSCCs 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 SSCCs and the Department upon request. Provider will maintain all case records as required by SSCC policies and procedures. 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.

- 4.18 **Required Reports.** Provider shall be responsible for (i) forwarding to SSCCs on a timely basis all appropriate records relating to the services required by this Agreement, the Master Agreement, 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 Provider Manual. All such records, reports, claims, and other correspondence shall belong to and remain the property of SSCCs.
- 4.19 **Compliance with Employment Laws.** Provider shall observe and conduct its activities with respect to employees, SSCC 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.
- 4.20 **Eligibility.** Provider shall accept for services children, families and persons who meet the eligibility criteria described in the Provider Manuals and the Master Contracts.
- 4.21 **Communication and Participation.** Provider shall provide correct contact information (address, phone number, email address, etc.) and the Provider is responsible for updating that information within 24 hours of a change in personnel or designee for information. 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.
- 4.22 **Civil Rights Requirements.** 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. 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 activates are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, or sex.
- 4.23 **Health Insurance Portability and Accountability Act.** Where applicable Provider will comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320D.) as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164). Provider will execute SSCCs' Business Associate Agreement upon request.
- 4.24 **Disaster and Emergency Preparedness and Response Plan.** If the tasks to be performed pursuant to this Agreement include the physical care and control of Children/Youth, Provider shall, within 30 days of the execution of this Agreement, submit to SSCCs a Disaster and Emergency Preparedness and Response 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 Preparedness and Response Plans shall be completed in accordance with the Provider Manuals and the Master Contracts. In the event of an emergency, SSCCs may exercise oversight authority over Provider in order to assure implementation of agreed emergency relief provisions.
- 4.25 **Governing Law, Federal Law.** If applicable, Provider will 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. 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 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 SSCCs prior to payment under this Agreement.
  - c. Payments of appropriated or other funds to 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).

4.26 **Rights of Children**. Provider will:

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 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>)

4.27 **Legal/Regulatory Compliance.**

1. Provider 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:
  - a. Indian Child Welfare Act (ICWA) - Information on ICWA can be found by visiting:  
<http://uscode.house.gov/download/pls/25C21.txt>.
  - b. Multiethnic Placement Act (MEPA) - Information on MEPA- Information on MEPA can be found by visiting:  
<http://www.childwelfare.gov/systemwide/lawspolicies/federalindex.cfm?event=federalLviewLegis&id=46>
  - c. Provider will work in partnership with the SSCCs 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/index.htm#cfsr>
  - d. National Youth in Transition Database (NYTD) - 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:  
[www.dfps.state.tx.us/txyouth/NYTD/default.asp](http://www.dfps.state.tx.us/txyouth/NYTD/default.asp)
2. Provider will comply with all court orders regarding the provision of paid foster care and/or purchased services for children, youth, and families served by Provider.
3. Services that are ordered by the court and fall outside the purchase of service criteria of this Agreement will be reviewed by the SSCCs and Provider on a case-by-case basis to determine rate of payment and parameters of services to be provided by 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 Provider's business, Provider must report to SSCCs. For these circumstances in particular, and at all times in general, Provider must 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. SSCCs will regard any failure to disclose and report such incidents as a breach of this Agreement.
5. Provider will make reasonable efforts to ensure services provided to children and families are offered in the individual's primary language.

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

1. Provider must access all medical, dental, vision, and behavioral health care for children in substitute care referred to Provider by an SSCC through STAR Health's managed care system for children in substitute care, unless otherwise directed by SSCCs.

2. Provider must 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, Provider will e-mail a scanned copy of the denial letter and the date of such receipt to the appropriate SSCC in accordance with the provisions of the Provider Manuals.
4. Provider will maintain records of all health care services in accordance with SSCCs' policies and DFPS requirements.

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

4.30 **Publicity.**

1. Unless required by applicable law, Provider agrees not to 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 SSCCs.
2. Provider may not use the DFPS seal in any form or manner without the prior written approval of the Department. Provider also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of Provider's goods or services by DFPS.
3. Without limitation, Provider and its employees, agents and representatives will not, without prior SSCC written consent in each instance, use in advertising, publicity or any other promotional endeavor, the name or mark of any SSCC or its parent corporation, to represent that any product or service provided by Provider has been approved or endorsed by the SSCC.

4.31 **Independent Contractor.** Provider is an independent contractor in providing Services under this Agreement. Provider's employees will not be construed as employees of SSCCs, DFPS or the State of Texas.

1. 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 SSCCs or any entity for which SSCCs may be deemed legally responsible and Provider or any employee or agent of 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, Provider agrees to maintain, at its sole cost and expense, the necessary licenses, employer identification numbers, certificates, 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. Provider shall bear sole responsibility for payment of compensation to its personnel. 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 Provider's control. 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 SSCCs or their designees shall absolve, or in any way restrict or inhibit the Provider from meeting its professional obligations.

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

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

4.34 **Certification Regarding Debarment, Suspension and Other Responsibility Matters.** 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.epls.gov](http://www.epls.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 Provider's equity, and any person serving as a consultant or other arrangement with Provider for the provision of items and services that are significant and material to Provider's obligations under its Agreement with SSCCs; and
6. Shall immediately notify SSCCs 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, Provider certifies that within the last twelve months 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 Provider's business office.

## **Responsibilities of SSCCs; Dispute Resolution**

### **5.1 Compensation.**

1. In consideration of the services to be performed by the Provider, SSCCs shall pay the Provider at the agreed upon rate schedule set out in Exhibit A, unless such payment structure has been modified by addendum to this Agreement authorized by SSCCs and Provider. Except as specifically modified by Exhibit A, 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.
2. Daily Rate Payments – SSCCs 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 placement data from the appropriate SSCCs client data management system. SSCCs may withhold payment for disputed services and begin the disputed service reconciliation process described below in Section 4.
3. SSCCs will not process payments for any services for children for whom the appropriate SSCC has not yet issued a placement agreement.
4. The Provider will reconcile the payment from the appropriate SSCC to the Provider's records. If any discrepancies are noted, the 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, relevant SSCCs and Provider, through representatives of their services and financial staff, will confer and attempt to reconcile any disputed payments for which SSCC(s) – based upon a good faith review of any documents submitted by the provider and SSCC's 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's Chief Financial Officer and the 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 an SSCC after conferring as provided herein with the Provider about the disputed payment concludes it is responsible for paying for a service or some part of it, that SSCC shall make its payment to the Provider by the 15th day of the calendar month following the month in which the SSCC concluded it was liable for payment.
6. In the event Provider owes SSCCs 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 SSCCs to Provider, SSCCs may deduct the balance amount due to the SSCCs from any owed to the provider pursuant to this Agreement.
- 5.2 **Compliance with Master Contract.** SSCCs shall take all action reasonable and necessary to comply with the requirements of the Master Contracts and ensure payment for the Services thereunder, which shall include paying Provider within ten (10) calendar days of the SSCC's 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 Provider or its independent auditor discovers that an overpayment has been made by an SSCC, the Provider shall repay said overpayment immediately to the SSCC without prior notification or request from SSCCs. In the event that an SSCC first discovers an overpayment has been made to the Provider, the SSCC shall notify the Provider by letter of such a finding and request repayment forthwith. SSCCs may unilaterally deduct overpayments made to Provider from monies owed to Provider.

#### **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 Provider shall be subject to review by SSCCs and the Department. Any deficiencies in performance will be provided to Provider in writing. Provider will correct identified deficiencies at Provider's own expense or will provide a Corrective Action Plan for approval by SSCCs, as determined by SSCCs. 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 Provider regarding Services or the services referenced in the Provider Manuals and Master Contracts shall be coordinated by and have the consent of SSCCs.
- 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 Provider Manual or required by applicable law, rule, or regulation. 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, Provider and Staff shall not use or disclose to any unauthorized person any information relating to the business or affairs of SSCCs or of any Client, except pursuant to the express written consent of SSCCs or the Client, as applicable, under court order, or as required by law. Notwithstanding the foregoing, SSCCs may disclose Provider's performance of the Services.

## 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 SSCCs as set forth on the signature page. This Agreement shall be automatically renewed for up to four 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 Provider does not provide the full range of contracted Services during the 60-day period, Provider shall receive payments in proportion to the Services provided, with appropriate documentation, and in accordance with the requirements of the Provider Manuals and this Agreement. Upon termination of this Agreement, Provider shall, on or before the effective date for said termination return to SSCCs all records and other property of SSCCs then in Provider's possession, or otherwise under Provider's direction or control. All case records, charts, and files shall be and remain property of SSCCs.
- 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, SSCCs, at their option, may accept a corrective action plan from Provider. The corrective action plan may include financial penalties as per the Master Contracts and this Agreement. Upon termination of this Agreement, Provider shall, on or before the effective date for said termination return to SSCCs all records and other property of SSCCs then in Provider's possession, or otherwise under Provider's direction or control. All case records, charts, and files shall be and remain the property of SSCCs.
- 7.4 **Automatic Termination.** This Agreement may be terminated at any time by SSCCs, upon the occurrence of one or more of the following events:
1. The Master Contracts are terminated for any reason or the funding received by SSCCs from the Department for the Services is terminated for any reason. In the event DFPS terminates or does not renew the Master Contracts with the SSCCs, DFPS will become the primary contracting entity on this Contract with the Provider.
  2. 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 Provider's ability Provider to perform the Services under this Agreement.
  3. Provider or Staff are determined by a court to be negligent with respect to or caused harm to a Child.
  4. 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. Provider fails to achieve the outcomes and performance standards required in accordance with the terms and provisions of this Agreement and the Provider Manual.
  6. 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, Provider shall, on or before the effective date for said termination return to SSCCs all equipment, records, and other property of SSCCs then in Provider's possession, or otherwise under Provider's direction or control. All case records, charts, and files shall be and remain the property of SSCCs.
8. Upon Notification of termination by either party, SSCCs will develop and execute a case transition plan, with which case transition plan Provider will participate and cooperate, to ensure seamless delivery of Services to all Qualified Individuals.

7.5 **Payment by SSCC upon Termination.**

1. Within 30 days of termination of this Agreement for any reason, Provider shall submit to SSCCs an itemized invoice for any fees and other sums due under this Agreement. SSCCs shall pay to 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 SSCCs to Provider under this Agreement and Provider shall be entitled to no further benefits under this Agreement. Any amounts owing to SSCCs from Provider may be offset from this payment.
2. To the extent Provider continues to provide pre-approved by SSCCs post-termination Services, 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 or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality, indemnification, and non-compliance. Notwithstanding the foregoing, if this Agreement is terminated for any reason, Provider shall use best efforts and fully cooperate with SSCCs to ensure an orderly and smooth transition of the Services.

**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 therefrom 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 to 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, 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.** Provider will defend, indemnify, and hold harmless SSCCs, 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 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. Provider will coordinate its defense with SSCCs and the Texas Attorney General as requested by SSCCs and DFPS. This paragraph is not intended to and will not be construed to require Provider to indemnify SSCCs, the State or the Department for any claims or liabilities resulting from the negligent acts or omissions of SSCCs, DFPS or their respective employees.

SSCCs agree to hold the Network Provider and its employees harmless from all claims, demands and action by third parties which arise out of SSCCs and its employee's performance of, or failure to perform, any of its duties or obligations under this Agreement. SSCCs further agree to indemnify Network Provider for any liability, damages, and expenses (including attorney's fees), which may be incurred to such third party as a result of SSCCs and its employee's performance of, or failure to perform, said duties or obligations.

8.5 **Notice.** 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 SSCCs, to:

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 one or more of the Master Contracts.

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 the Department, 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 shall require it, the singular number shall include the plural number, and vice-versa, 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 **Attorneys' Fees and Costs.** In the event either party defaults in the performance of any of the terms of this agreement and the other party employs an attorney in connection therewith, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees and court costs.