

Implementation Plan for the Texas Community-Based Care System

December 2024

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1. Expectations and Goals of Community-Based Care

In 2017, the 85th Texas Legislature passed legislation to begin transitioning the state to the Community-Based Care (CBC) model of child welfare in which a community provider, known as a Single Source Continuum Contractor (SSCC), coordinates and delivers a network of services for children in foster care and their families in specifically designated geographic areas. See Appendix A: Geographic Community Areas for a county listing in each community area and for a map of Texas depicting the community areas. Under the CBC model, the Department of Family and Protective Services (DFPS) purchases case management and substitute care services from an SSCC for children, youth, and young adults who are in the Department's conservatorship, or who are receiving services through the extended foster care program.

By implementing CBC, Texas intends to improve its child welfare system by:

- Increasing the number of children and youth placed with their siblings and in their home communities;
- Increasing the number of children and youth who remain in their school of origin;
- Decreasing the average time children and youth spend in foster care before achieving positive permanency;
- Decrease the number of moves children and youth experience while in foster care;
- Decrease the duration and intensity of services that children and youth need while in foster care due to improved well-being and behavioral functioning; and
- Create robust and sustainable service continuums in communities throughout Texas.

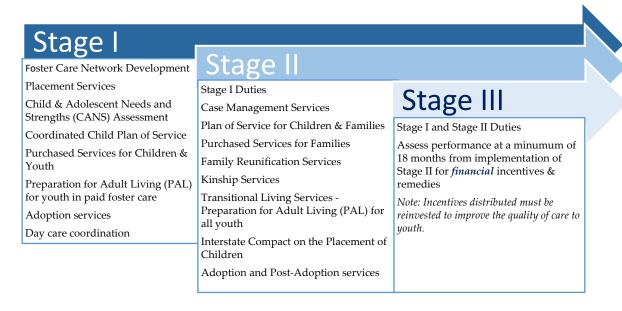
Staged Implementation

A staged implementation within each community area ensures steady progress occurs and allows the SSCC to demonstrate adequate ability before the SSCC is given more responsibilities. After a thorough readiness review, the SSCC will move into a subsequent stage of rollout:

- **Stage I-** The SSCC is responsible for ensuring the full continuum of paid foster care services, as well as Preparation for Adult Living (PAL) Life Skills Training and purchased adoption services.
- Stage II- The SSCC continues responsibility for all Stage I services and becomes
 responsible for the provision of all substitute care services (kinship, reunification, etc.),
 Interstate Compact on the Placement of Children (ICPC), as well as all case management
 services, such as establishing the permanency goal for the family, face-to-face visits with
 children and families, permanency/case planning activities, court activities, kinship
 services, etc.

• **Stage III** - The SSCC is responsible for the provision of services outlined in Stage I and II and has increased financial accountability through the use of incentives and remedies for the timely achievement of permanency for children.

Figure 1: Staged Implementation



Readiness Process

A readiness review is a formal review process to assess the ability of an SSCC to satisfy the responsibilities and administrative requirements based on the stage of CBC implementation. This is a multi-disciplinary effort led jointly by DFPS and the Office of Community-Based Care Transition (OCBCT) to verify that the SSCC's processes, systems, and staffing functions are ready and able to successfully assume responsibilities by the operational start date.

During the readiness review the SSCC must, at a minimum:

- 1. Provide documentation of operating policies, procedures, and plans that detail the tasks, activities, and staff responsible for provision of services and overall implementation of CBC.
- 2. Provide a complete listing of network contracted and credentialed providers, including a description of credentialing activities scheduled to be completed before the operational start date.
- 3. Prepare and implement a staff training curriculum, a provider training curriculum, and provide documentation demonstrating compliance with training requirements.
- 4. Describe the Utilization Management Process used to identify the level of care provided to children and youth referred under the contract, including exceptional care, capacity utilization, and a cross walk of SSCC service levels to the corresponding DFPS legacy service levels.

- 5. Provide a Case Management Manual that provides detail on how the SSCC will build and maintain the infrastructure and staff capacity necessary to implement graduated caseloads for newly hired staff and to deliver direct case management services for all children who are referred to the SSCC by DFPS. (Stage II only)
- 6. Submit to an initial Information Technology (IT) Security review. The SSCC must resolve any critical and high-risk items identified by Office of Information Security (OIS) prior to readiness certification.
- 7. Submit the SSCC's proposed complaint and appeals processes to OCBCT/DFPS.
- 8. Demonstrate sufficient staffing levels.

Rollout Sequence

DFPS and OCBCT consider the following factors when selecting community areas for implementation:

- Geographic location and proximity to existing designated community area(s).
- Service capacity which includes the continuum of care and services available in the designated community area, location of resource hubs, and trends of children placed in and out of the community area.
- Child and family outcomes in the community area(s).
- Level of community and stakeholder investment which includes collaboration among stakeholders, the number of child welfare boards, child protection courts, and other entities impacted in the designated community area.
- Stability of DFPS workforce in the designated community area.

Selected community areas are proposed to the Texas Legislature in DFPS' legislative appropriations request, along with specific estimates of the anticipated cost for transitioning the selected areas. If sufficient funding is appropriated, DFPS and OCBCT pursue expansion into the proposed community areas.

The 88th Texas Legislature funded the implementation of CBC into four new designated community areas in the 2023-2025 biennium. As a result, DFPS released a Request for Application (RFA) to solicit bids for competitive consideration in the following designated community areas: Harris County (6A), Bay Area/Montgomery (6B), Bexar County (8A), and El Paso (10). Bids were received for all of these areas with the exception of El Paso.

2. Statewide Implementation, Intervention, and Contingencies

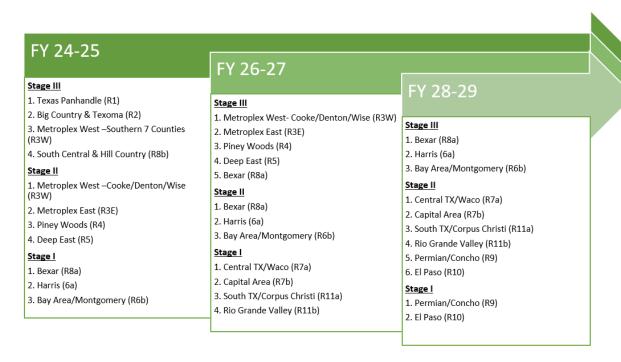
Statewide Implementation

The length of time it will take to fully implement CBC across the state is dependent on many factors which include, but are not limited to the following:

- Final number of community areas determined across the state;
- State resources (both funding and staff) to support implementation;
- Unsolicited proposal interest, submissions, and funding;
- Information derived from both the process and outcome evaluations;
- SSCC demonstrated readiness to advance to each stage of implementation;
- Appropriation of funds to support CBC roll-out in new community areas, and
- Appropriation of funds to maintain existing SSCCs and support advancement into subsequent stages of implementation.

In consideration of these factors and based on current projections, Community-Based Bare is expected to be implemented across the state according to the figure below:

Figure 2: Timeline for Statewide Implementation



Progressive Intervention Plans

Progressive Intervention Plans outline the contract enforcement measures or procedures that DFPS will employ in the event an SSCC fails to operate in compliance with the terms and conditions set forth in the contract. A Progressive Intervention Plan is specific to the SSCC upon which it is applied and the particular performance issues requiring correction.

Progressive interventions may include monetary or other forms of remedies, such as:

- Requiring technical assistance or trainings.
- Requiring Continuous Quality Improvement (CQI) plans of action.
- Implementing Corrective Action Plans (CAP).
- Increasing the nature and intensity of contract monitoring and quality assurance activities.
- Payment of financial remedies according to circumstances outlined in the contract.
- Payment of liquidated damages.
- Suspending and/or placing conditions or limitations of services.
- Prohibiting an employee or subcontractor from providing services on the SSCC's behalf.
- Suspending or terminating all or part of the SSCC contract.

See Appendix B - Progressive Intervention Plan.

Contingency Plans

In the event of an early SSCC contract termination, the OCBCT and DFPS utilize a formalized contingency plan to address the schedule, activities, and resource requirements necessary for contract turnover based on the SSCC's stage of implementation.

Per Texas Family Code, TFC §264.166(b), SSCCs are required to develop a transfer, or turnover, plan to support DFPS' contingency plan that outlines the responsibilities and activities that the SSCC is required to perform prior to or upon termination of the contract. This plan is required to be updated annually, and six months before the end of the contract period, including any extensions. OCBCT and DFPS must approve the turnover plan.

OCBCT and DFPS will use the SSCC's turnover plan as well as the DFPS contingency plan to ensure the least disruption in the delivery of services to children, youth and families who are being served by the SSCC during any transition to a subsequent vendor.

See <u>Appendix C – Contingency Plan</u>.

3. Roles and Responsibilities

DFPS Role

DFPS maintains responsibility for the following functions and services as a part of the current CBC model:

- Intake
- Investigations (both Child Protective and Child Care)
- Family-Based Safety Services
- Eligibility determination (as federally required)
- Subject matter expertise to ensure compliance with all state and federal regulatory/statutory requirements (*as federally required*)
- Contract management and monitoring for SSCC and all remaining OCBCT or DFPS contracts
- Quality assurance and oversight of the foster care system (as federally required)
- Technical maintenance of the Information Management Protecting Adults and Children in Texas (IMPACT) case management system, which serves as the system of record

SSCC Scope of Service

The scope of services under the CBC model includes the purchase of all substitute care and child welfare case management services from a SSCC, as well as some administrative services.

Substitute care services include an array of services provided to children once they are removed from the home.

- This includes kinship care, paid foster care, treatment foster care, emergency shelters, general residential operations, residential treatment care, post-placement supervision, and supervised independent living services.
- Under CBC, DFPS transitions all responsibility for paid foster care placement and services to the SSCC.
- All DFPS foster and adoptive homes that are serving children from the community area prior to implementation transition to private child placing agencies.

Case management services refers to services to a child for whom DFPS has been appointed temporary or permanent managing conservator, or a young adult in extended foster care, or a child placed in the community area through the ICPC.

This includes services to the family of the child or youth receiving services.

- There may also be situations in which the SSCC provides case management and/or supervision to children and family members who are located or placed in the community area from other areas of the state.
- Through a staged implementation, DFPS transfers all case management responsibilities to the SSCC including:
 - o Caseworker-child visits.
 - o Family and caregiver visits.
 - o Convening and conducting permanency planning meetings.
 - Development and revision of the child and family plans of service, including the permanency plan and goals for a child or young adult in care.
 - Coordinating and monitoring services required by the child and the child's family.
 - Assumption of court-related duties including, but not limited to:
 - Providing required notification and consultation.
 - Preparing court reports.
 - Attending judicial hearings and permanency hearings, trials, and mediations.
 - Complying with applicable orders issued by the court.
 - Ensuring the child is progressing toward the goal of permanency within state- and federally-mandated guidelines.

Administrative services to support capacity building, community engagement, and quality assurance activities.

- This includes building and maintaining paid foster care and other service capacity designed to meet the specific and unique needs of children and family members through the development of a network of providers, developing and managing subcontracts (if applicable) with service providers, and matching children to appropriate placements.
- The SSCC provides training and technical assistance to network providers, maintains data systems to track and report performance data, and monitors performance to ensure achievement of desired outcomes for children and families.

Other services the SSCC must provide as part of the full continuum of substitute care and conservatorship case management services include adoption, PAL (both life skills and some aftercare), day care coordination, post adoption services, and ICPC,

4. Training Plan

OCBCT and DFPS develop CBC training plans for each community area based on the stage of implementation. Included in these plans are timeframes and tasks related to:

- Protocol development
- Operations Manual development
- Curriculum development for existing CPS and SSCC staff
- Training delivery for existing CPS and SSCC staff
- Curriculum development for new SSCC staff
- On-going training delivery for new SSCC staff
- Mentoring SSCC staff

Training on community-specific protocols is conducted before each stage rollout for all existing CPS staff. DFPS also trains SSCC staff on changes to the State Automated Child Welfare Information System (SACWIS) system known as IMPACT.

In CBC Stage II, SSCCs must develop training models to ensure that all caseworkers, supervisors, and other direct care staff providing conservatorship services through the SSCC complete training to support attainment of safety, permanency, and well-being for the children, youth, and families served under their continuum of care. Generally, SSCCs have leeway to develop trainings specific to their CBC model while incorporating all DFPS federal and state statutory requirements and licensing standards. Some DFPS trainings are required of SSCCs, such as the CPS' Professional Development (CPD) training model for all caseworkers, supervisors and other direct care staff providing conservatorship services through the SSCC.

5. Community-Based Care Costs and Procurement

Contracting and Procurement Tasks

Primarily, DFPS and OCBCT utilize a Request for Applications (RFA) to solicit potential contractors in a competitive procurement model. The RFA is a written announcement requesting the submission of applications from other state agencies, local governments, and non-profit organizations for available grant funding. All funding awards are subject to the availability of appropriate funds. For the purposes of procuring goods and services, including a Community-Based Care contractor, DFPS and OCBCT are considered health and human services agencies per Govt Code §2155.144(a). As a result, procurement must be approved by the Texas Health and Human Services Commission (HHSC).

Soliciting Contract Applications

In developing the solicitation, OCBCT works with DFPS and HHSC to assemble the RFA Exhibit Packet, including any contract amendments for other SSCCs. The exhibit packet includes 14 exhibits detailing expectations and statutory requirements that must be subsumed by the contractor, with three additional exhibits to be supplied by the applicant upon submitting a bid. Additionally, to ensure the objectivity of how applications are evaluated,

OCBCT must determine and submit the evaluation criteria to HHSC prior to the RFA solicitation being posted.

After an application has been evaluated and accepted, DFPS enters into contract negotiations with the applicant. After contract terms are agreed upon, DFPS certifies the procurement file and notifies the applicable party of the contract award. If contract terms cannot be agreed upon, DFPS determines if a new negotiation period can be entered into, whether a different applicant can be considered, or if the RFA is closed without a contract being awarded.

Solicited contract applications are posted according to community catchment areas identified by DFPS and OCBCT, and for which DFPS has been appropriated sufficient funding from the Texas Legislature.

Unsolicited Contract Applications

TFC §264.157(b) directs DFPS to accept and evaluate unsolicited proposals from entities based in Texas for the purpose of providing Community-Based Care. Unsolicited applicants may submit proposals in catchment areas with boundaries that are different than what DFPS has previously delineated – DFPS will consider the change in geographic boundaries for any unsolicited proposals that are accepted and implemented, provided the geographic boundaries do not include any areas where Community-Based Care has already been implemented.

If DFPS receives multiple unsolicited applications for the same or overlapping catchment areas, DFPS must consider the catchment area for competitive procurement. As a result, DFPS will announce the cancellation of the unsolicited application process for the proposed catchment area, and subsequently post an RFA solicitation once funding has been appropriated from the Legislature.

Contracting Costs and Funding

After a contract is awarded, DFPS provides start-up funding to the SSCC according to legislative appropriation. Further resource transfers, payments, and additional service funding are paid according to the tables below.

Funding payments are determined according to:

- foster care rates per child full time equivalent and the costs of necessary care services.
- the relevant catchment area the SSCC will be managing, and
- recommendations following a third-party external analysis conducted in 2014 on the funding structure of Foster Care Redesign.

Prior to entering into an implementation stage, DFPS staff review the SSCC's financial policy and procedures to address any strategic weaknesses in SSCC plans for ongoing

funding needs.

Ongoing funding and cost evaluation are conducted as part of ongoing oversight, with DFPS conducting quarterly reviews of cost reports to gauge financial trends related to provided services, as well as quarterly reviews of financial statements to confirm the SSCC's ongoing financial capacity and stability. At the end of each fiscal year, DFPS determines the actual number of children served during that year to ensure alignment with the SSCCs' reported costs.

Legacy System Funds Transferred to SSCCs

Type of Funding	Purpose	Methodology
Resource Transfer	On-going annual cost paid to	Transfers personnel funding
	the SSCC for performing	to the SSCC commensurate
	tasks and functions	with the transfer of functions
	performed by DFPS staff in	by stage.
	the legacy system.	
Foster Care Payments	Reimbursement for foster	Blended daily foster care rate
	care for children served by	unique to the case mix of
	the SSCC in a given	children from each
	community area.	community area and a
		statewide exceptional daily
		foster care rate for services
		for children whose needs
		exceed what can be met
		through use of the blended
		rate. Supervised independent
		living services are
		reimbursed at the statewide
		rates.
Purchased Client Services	Funds services to children,	Annual allocation of the
	youth and families from a	portion of the purchased
	given community area to	client services dollars the
	facilitate the achievement of	department would have
	the service plan. Stage I	spent to procure like services
	includes PAL Life Skills and	in the legacy system.
	purchased adoption services;	
	Stage II includes all family	
	services for children in	
	substitute care.	
Quality and Utilization	Supports SSCC monitoring of	Annual allocation of the
Management	services to ensure quality,	portion of the dollars the
	progress towards child	department would have
	service plan goals, and	

Type of Funding	Purpose	Methodology
	compliance with all contract	spent to procure like services
	terms, performance	in the legacy system.
	expectations, outcomes, and	
	outputs of the SSCC's	
	provider network.	

Additional Funding

Type of Funding	Purpose	Methodology
Start-up	One-time payment for readiness activities such as local protocol development and workforce development and training; software purchases; and office leases.	Stage I - \$997,000 Stage II - amount varies by community area; amounts informed by methodology developed through an external analysis.
Network Support	Supports new costs to the system for capacity/network development and oversight, community engagement and IT systems requirements.	\$2,500* per child full time equivalent.
Child and Adolescent Needs and Strengths (CANS) Assessment	Supports care planning for children receiving therapeutic services; assessment statutorily required every 90 days.	Allocated funding based on projected child populations in each area and the time cost associated with providing assessments.
Stage II Additional Resource Transfers	Additional resource transfers above agency resource transfer to enhance case management services in Stage II per Rider 29, House Bill 1, General Appropriations Act, and 86 th Legislature.	Appropriated amount varies by community area.

Stage III Incentives and Remedies

In Stage III, DFPS uses financial incentives and remedies to encourage the safe transition of children out of paid foster care settings and into positive unpaid placements with either

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^{*} This amount is \$2,500 for the 2024-2025 biennium. Without additional appropriation from the Legislature to sustain this amount, network support payments will revert to \$1,900 for the 2026-2027 biennium.

returning to their home of origin, with unverified kinship caregivers, or in adoptive placements. With the assistance of third-party analysis and guidance in the use of the proprietary model for the annual assessment of incentives and remedies developed by the Center for Child Welfare Data, which is part of Chapin Hall at the University of Chicago, DFPS is able to evaluate the SSCC's performance.

After determining baseline data of the number of positive exits from paid foster care and the number of days a child is expected to reside in paid foster care and comparing it with the SSCC's actual performance on these metrics an SSCC may be eligible for a financial incentive or remedy.

By reducing the number of days a child resides in paid foster care before the child moves to a non-paid setting, the SSCC becomes eligible for a financial incentive. The financial incentive is determined according to the general revenue portion of the foster care reimbursement payment the SSCC would have received had the child remained in paid care up to the number of days expected by the baseline data. The SSCC is required to spend the incentive by reinvesting the payment in improving the quality of care.

SSCCs are assessed financial remedies if their actual number of days a child spent in a paid-care setting exceeded 10% of the baseline. The remedies assessed will represent the General Revenue portion of 50% of the total number of excess days children spent in paid-care settings multiplied by the per diem foster care rate.

Additionally, the Texas Child-Centered Care (T3C, formerly Foster Care Rate Modernization) will begin implementation with providers across the state in January 2025. This will provide a fully funded foster care rate methodology that aligns payment with the current cost of care.

6. Single Source Continuum Contract Oversight

Performance-Based Contracting

The CBC model requires that SSCC contracts be performance-based. Performance-based contracting focuses on achieving outcomes for children and families, as opposed to effort, and meeting prescribed design specifications. This allows the SSCC and the community more flexibility to be innovative and create a child welfare system that meets the unique needs of the children, youth, and families from the designated community area. The increased flexibility under the performance-based contract is matched with increased responsibility and accountability for overall safety, permanency, and well-being outcomes.

All children and families who require SSCC services from the community area or are
placed in the community area via inter-regional agreements or the Interstate Compact

- on the Placement of Children (ICPC) become the responsibility of the SSCC under a noeject, no-reject contract.
- Under a no-eject, no-reject contract, the SSCC contractor may not refuse to accept a
 properly referred child, youth, young adult, or family member for services nor may the
 contractor cease to serve, or request DFPS remove an eligible child, youth, young adult,
 or family member from its referred client list.
- Outside of state and federal requirements and statutory obligations, SSCCs have the
 flexibility to identify programs and service models to best support outcomes and are
 responsible for ensuring successful implementation and quality of service delivery, and
 for establishing continuous improvement processes.
- OCBCT and DFPS assess and hold SSCCs accountable to established performance measures. A multi-disciplinary oversight team regularly reviews case and performance data and uses a Continuous Quality Improvement (CQI) process to work with the contractor to understand performance trends and effectiveness of SSCC strategies. When data indicates intervention is required, progressive contract action is taken beginning with technical assistance support, providing training or request for a CQI plan. The SSCC identifies the action steps in the plan, including additional root cause analysis and changes to program or strategy. See Appendix B: Progressive Intervention Plan.
- Contract performance measures and other quality indicators are derived from the guiding principles, as well as the federal Child and Family Services Review (CFSR) measures. Outcome expectations are directly tied to service requirements and resources provided to the SSCC under the contract.

Contract Performance Measures

SSCC contract performance measures are aligned with the CBC guiding principles and quality indicators, as well as state and federal requirements and performance outcomes. The performance measures are outlined in the chart, below:

Goal	Performance Measure
Safety in Paid	Children/youth placed in paid foster care are safe from abuse and
Foster Care	neglect.
Paid Placement	Children/youth have stability in their paid foster care placements. Non-
Stability	paid placements are not included in this measure.
Home Setting	Children/youth are placed in home setting placements.
Maintaining	Children/youth are placed within 50 miles of their home communities.
Connections	
(Proximity,	
Siblings, Kin at	
60 Days)	

Maintaining	Children/vouth are placed with their ciblings in paid feeter care
Maintaining	Children/youth are placed with their siblings in paid foster care.
Connections	
(Proximity,	
Siblings, Kin at	
60 Days)	
Maintaining	Children/youth are placed with kin on the 60th day after removal.*
Connections	
(Proximity,	
Siblings, Kin at	
60 Days)	
Preparation for	Youth age 16 and older obtain a driver's license or Texas identification
Adulthood	card.
(ID / Driver's	
License, PAL at	
18 years old)	
Preparation for	Youth turning 18 complete Preparation for Adult Living (PAL) training.
Adulthood	
(ID / Driver's	
License, PAL at	
18 years old)	
CPS	Children who exit to permanency and have a new CPS intervention
Reinvolvement*	with 12 months from exit.
Timely Exits to	Children exit to permanency within 12 months of entering DFPS
Permanency*	conservatorship.
Timely Exits to	Children exit to permanency within 18 months of entering
Permanency*	conservatorship.
J	1
Timely Exits to	Children exit to permanency within 2 years of entering conservatorship.
Permanency*	
Timely Exits to	Children exit to permanency within 3 years of entering conservatorship.
Permanency*	
Timely Exits to	Children exit to reunification within 12 months of entering
Reunification	conservatorship.
Timely Exits to	Children exit to reunification within 18 months of entering
Reunification	conservatorship.
Timely Exits to	Children exit to reunification within 2 years of entering conservatorship.
Reunification	2 years of cincing conservatoring.
Timely Exits to	Children exit to reunification within 3 years of entering conservatorship.
Reunification	Camaren esta to realistication within 5 years of chiefing conscivatorship.
Reutification	

Goal	Performance Measure
Safety in Paid	Children/youth placed in paid foster care are safe from abuse and
Foster Care	neglect.
Paid Placement	Children/youth have stability in their paid foster care placements. Non-
Stability	paid placements are not included in this measure.
Home Setting	Children/youth are placed in home setting placements.
Maintaining	
Connections	
(Proximity,	Children/youth are placed within 50 miles of their home communities.
Siblings, Kin at	
60 Days)	
Maintaining	
Connections	
(Proximity,	Children/youth are placed with their siblings in paid foster care.
Siblings, Kin at	
60 Days)	
Maintaining	
Connections	
(Proximity,	Children/youth are placed with kin on the 60th day after removal.*
Siblings, Kin at	
60 Days)	
Preparation for	Youth age 16 and older obtain a driver's license or Texas identification
Adulthood	card.
(ID / Driver's	
License, PAL at	
18 years old)	
Preparation for	Youth turning 18 complete Preparation for Adult Living (PAL) training.
Adulthood	
(ID / Driver's	
License, PAL at	
18 years old)	CI 11 1 11 CPC :
CPS	Children who exit to permanency and have a new CPS intervention
Reinvolvement*	with 12 months from exit.
Timely Exits to	Children exit to permanency within 12 months of entering DFPS
Permanency*	conservatorship.
Timely Exits to	Children exit to permanency within 18 months of entering
Permanency*	conservatorship.
Timely Exits to Permanency*	Children exit to permanency within 2 years of entering conservatorship.

Timely Exits to	Children exit to permanency within 3 years of entering conservatorship.
Permanency*	
Timely Exits to	Children exit to reunification within 12 months of entering
Reunification	conservatorship.
Timely Exits to	Children exit to reunification within 18 months of entering
Reunification	conservatorship.
Timely Exits to	Children exit to reunification within 2 years of entering conservatorship.
Reunification	
Timely Exits to	Children exit to reunification within 3 years of entering conservatorship.
Reunification	

^{*}The Kinship, ID / Driver's License, CPS Reinvolvement, Time to Permanency, and Time to Reunification performance measures are added in Stage II CBC.

Independent Evaluation

DFPS is required by TFC $\S264.157(a)(2)$ to contract with an independent entity based in Texas to evaluate the implementation efficacy, as well as SSCC fiscal and performance outcomes.

OCBCT contracted with Texas Tech University on DFPS' behalf for the first of these studies in FY 2018. The contractor's report was published in November 2020. With extensions, the contract was completed at the end of FY 2023; further reports were not completed by the contractor.

OCBCT solicited responses for an additional Interagency Contract (IAC) in early FY 2024 to include all implementations (both CBC expansion and SSCC progression into new implementation stages) conducted since the previous study. However, respondents indicated the appropriated funding allocated for the evaluation was insufficient due to the large number of implementations being requested for evaluation. That IAC ultimately closed without a contract.

In June 2024, OCBCT solicited responses for an IAC with a significantly reduced scope; and a contract was signed with the University of Texas at the end of FY 2024. Contract work has commenced and is ongoing through the end of December 2024 and into the summer of 2025, thus reports are not yet available.

Additionally, OCBCT has contracted with the Center for Child Welfare Data, which is part of Chapin Hall at the University of Chicago, to provide independent data analysis of each SSCC's performance on reducing paid foster care days at a systems level. This contractual independent analysis and the use of the Center for Child Welfare Data's proprietary model of evaluation is used to support determinations of Stage III incentives and remedies.

7. Transition Issues

The Community-Based Care model progressed in several ways throughout 2024:

- SSCCs progressed into Stage II in the Metroplex East (Region 3E), Metroplex West (Region 3W), Piney Woods (Region 4), and Deep East (Region 5) catchment areas.
- SSCCs progressed to Stage III in the Texas Panhandle (Region 1), Big Country and Texoma (Region 2), the original seven counties in Metroplex West (Region 3b), and the South Central and Hill Country (Region 8b) catchment areas.
- Additionally, an RFA was posted for Regions 6A, 6B, 8A, and 10 and responses were received for all regions with the exception of region 10. Contract negotiations are currently underway for regions 6A, 6B, and 8A.
- Three unsolicited proposals were also received for Region 7A. Given the heightened interest in this region and in accordance with the process, the unsolicited process was canceled and OCBCT and DFPS plan to request funding during the 89th legislative session to post a Request for Application (RFA), therefore moving to a competitive procurement for Region 7A.

Through this significant expansion, several issues have been identified throughout the transition from a DFPS legacy structure to Community-Based Care, particularly in the fields of:

- SSCC workforce readiness and retention,
- SSCC outreach to community stakeholders, especially local judiciary,
- Streamlining contract monitoring and oversight to support positive SSCC performance, and
- Further refinement of implementation processes, including a focus on the importance of staggering implementations to allow for comprehensive support during each transition.

In order to address challenges identified during Community Based Care implementation in Region 3 East, a number of legislative measures have been suggested by the agency to assist with the continued roll out and expansion across the state:

- SSCC contract requirement to include liquidated damages as part of the contract performance remedies.
- To promote transparency and accountability, require contract actions and monitoring events to be published on the DFPS website.
- Statutory provision to allow DFPS to contract directly with an existing SSCC in the event
 of a contract turnover and expand the early termination notification timeframe in the
 SSCC contract.
- Statutory provision to allow DFPS to reclaim case management from an SSCC without full contract turnover.
- Statutory provision to allow for receivership in the event of SSCC poor performance.

• Funding for SSCC Stage 2 to begin prior to roll-out to allow for hiring to start prior to take over.

Both DFPS and OCBCT used these observations to inform their strategic plans for the next four years, as well as DFPS' legislative appropriations requests for the next biennium.

Strategic Plans

DFPS identified Community-Based Care as one of its five primary goals in the <u>2025-2029 DFPS</u> <u>Strategic Plan</u>, and identified 12 action items to support this goal:

- 1. Continue refining the readiness review process to encourage a methodical approach to implementation, a robust review of current factors, and to allow for smoother transitions through the stages of Community-Based Care.
- 2. Collaborate with and support communities to prepare for transition to Community-Based Care.
- 3. Collaborate with OCBCT to issue RFAs review RFA responses, review unsolicited proposals from entities interested in becoming an SSCC, and to award SSCC contracts.
- 4. Identify areas for improvement of internal processes, policies, and information technology.
- 5. Collaborate with state and community stakeholders to strategically implement Community-Based Care.
- Collaborate and invite representation of key stakeholders when implementing Community-Based Care to build acceptance, make considerations for differing perspectives, and address the impact to business operations.
- 7. Encourage a culture of collaboration and partnership between DFPS, SSCCs, and OCBCT to support improved outcomes for children and families.
- 8. Encourage innovation by focusing on agency opportunities and building diverse groups to solve and anticipate future challenges that support collaborative and shared messaging between OCBCT and DFPS.
- 9. Encourage community engagement through active communication.
- 10. Strengthen relationships with courts, Court-Appointed Special Advocates (CASAs), child welfare professionals, providers, and other community stakeholders.
- 11. Expand technical assistance and support to communities to help them plan, assess community readiness, and identify any gaps in appropriate programs and services to support children, youth, and families.
- 12. Engage and partner with internal and external stakeholders.

OCBCT has presented three primary goals in the <u>2025-2029 OCBCT Strategic Plan</u>:

1. Establish a structured approach to transition Texas children and family services to a community-driven system of care.

- 2. Collaborate with stakeholders to meet the needs of each community through the implementation of a sustainable transition to community-driven care.
- 3. Support the SSCCs in collaborating with communities through improved communication, outreach, and partnership.

OCBCT also described statutory redundancies and impediments in the <u>strategic</u> plan. Apart from the noted reporting redundancy, OCBCT identified a potential issue in the ongoing statewide implementation of Community-Based Care in TFC §264.165(a).

As this statute requires notice a minimum of 60 days prior to the early termination of an SSCC's contract. As seven community areas have since transitioned into Stage II services and beyond, it has become clear that a 60-day minimum is not a realistic timeframe to accomplish transitioning a Stage II SSCC's responsibilities, including both case management staff and case workloads, either to DFPS or to another SSCC acting as temporary intermediary. OCBCT recommended the Legislature update this timeframe to a minimum of 180 days prior to the early termination of a contract.

DFPS Legislative Appropriations Request

OCBCT and DFPS' CBC Operations assisted DFPS in compiling requests to meet future needs of Community-Based Care implementation in DFPS' <u>FY2026-2027 Biennium Legislative</u> <u>Appropriations Request</u>.

Item 2 of DFPS' request, Annualize and Expand Community-Based Care, consists of five subitems:

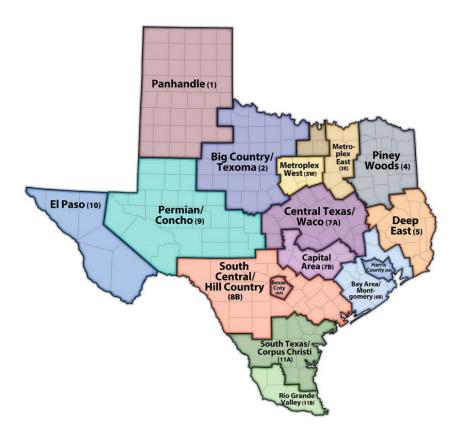
- 1. Fund comprehensive Community-Based Care Process Evaluation
 - Supports statutory requirement to contract with a Texas public university to independently evaluate CBC implementation processes across several SSCCs.
- 2. SSCC Resource Transfer Network Support Payment Increase
 - Sustain the FY 2024-2025 resource transfer for SSCCs.
- 3. Annualize Existing Community-Based Care
 - Annualize funding for existing CBC catchment areas into the state budget.
- 4. Expand Community-Based Care into Four Stage I and Four Stage II Implementations
 - Request resources to fund the continued expansion of CBC into four new Stage I areas, and transition four areas into Stage II.
- 5. Increase Resources for CBC to Mirror the DFPS Targeted Agency Salary Request
 - Companion request for DFPS' retention effort; supports SSCC caseworker pay equity with DFPS caseworkers in legacy regions.

Appendix A – Geographic Community Areas

The following is a list of Designated Community Areas along with a county listing for each area.

Designated	
Community Area	County Name
Panhandle	Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran,
	Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd,
	Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley,
	Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley,
	Ochiltree, Oldham, Parmer, Potter, Randall, Robert, Sherman, Swisher,
	Terry, Wheeler, Yoakum
Big	Archer, Baylor, Brown, Callahan, Clay, Coleman, Comanche, Cottle,
Country/Texoma	Eastland, Fisher, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox,
	Mitchell, Montague, Nolan, Runnels, Scurry, Shackelford, Stephens,
	Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, Young
Metroplex East	Collin, Dallas, Ellis, Fannin, Grayson, Hunt, Kaufman, Navarro, and
	Rockwall.
Metroplex West	Cooke, Denton, Erath, Hood, Johnson, Palo Pinto, Parker, Somervell,
	Tarrant, Wise
Piney Woods	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Franklin, Gregg,
	Harrison, Henderson, Hopkins, Lamar, Marion, Morris, Panola, Rains,
	Red, River, Rusk, Smith, Titus, Upshur, Van Zandt, Wood
Deep East	Angelina, Hardin, Houston, Jasper, Jefferson, Nacogdoches, Newton,
	Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler
Harris County	Harris
Bay	Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Liberty,
Area/Montgomery	Matagorda, Montgomery, Walker, Waller, Wharton
Central	Bell, Bosque, Brazos, Coryell, Falls, Freestone, Grimes, Hamilton, Hill,
Texas/Waco	Lampasas, Leon, Limestone, Llano, Madison, McLennan, Milam, Mills,
	Robertson, San Saba, Williamson
Capital Area	Bastrop, Blanco, Burleson, Burnet, Caldwell, Fayette, Hays, Lee, Travis,
	Washington
Bexar County	Bexar
South Central/Hill	Atascosa, Bandera, Calhoun, Comal, De Witt, Dimmit, Edwards,
Country	Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall,
	Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val
	Verde, Victoria, Wilson, Zavala

Designated	
Community Area	County Name
Permian/Concho	Andrews, Borden, Coke, Concho, Crane, Crockett, Dawson, Ector,
	Gaines, Glasscock, Howard, Irion, Kimble, Loving, Martin, Mason,
	McCulloch, Menard, Midland, Pecos, Reagan, Reeves, Schleicher,
	Sterling, Sutton, Terrell, Tom Green, Upton, Ward, Winkler
El Paso	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio
South	Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak,
Texas/Corpus	McMullen, Nueces, Refugio, San Patricio, Webb
Christi	
Rio Grande Valley	Cameron, Hidalgo, Jim Hogg, Starr, Willacy, Zapata



Appendix B - Progressive Intervention Plan Liquidated Damages for No Eject/No Reject

The SSCC provider must ensure the full continuum of foster care and purchased services for children and youth in DFPS legal conservatorship from the designated geographic community area and who are referred to the SSCC by DFPS. The SSCC must accept all referrals for paid foster care (No Reject) made by DFPS and continue to meet the individual needs of children

referred (No Eject) until DFPS determines the individual is no longer eligible for the SSCC services.

The SSCC contract terms and conditions outline Liquidated Damages for No Eject/No Reject as follows; the SSCC acknowledges that its failure to comply with timeframes associated with placement of children as described in the contract will cause DFPS to incur economic damages of types and in amounts which are impossible or difficult to ascertain. If the SSCC cannot place a child or youth in accordance with the timeframes described in the contract, then such failure will be deemed as a violation of the No Eject/No Reject mandate of the CBC contract. Accordingly, in lieu of actual damages for such noncompliance, the SSCC agrees that DFPS may recover liquidated damages if the SSCC cannot comply with the No Eject/No Reject sections of the contract. The SSCC will be liable for payment of liquidated damages in the amount of ten thousand dollars (\$10,000) for each instance of noncompliance with the contract's no eject/no reject requirement. The liquidated damages represent the best, reasonable, and most appropriate estimate of the department's loss for each instance of noncompliance. After DFPS has found placement for children and youth covered by No Eject/No Reject provisions of the contract, the SSCC will be liable to DFPS for actual damages in the amount of what the substitute provider bills DFPS for the child's or youth's care.

Contractor Noncompliance

The SSCC is also held accountable and must adhere to other contractual rules, regulations and the terms and conditions of the SSCC contract. OCBCT/DFPS and the SSCC have implemented a CQI process that provides continual data and information collection and analysis used for the early identification of lead agency problems and areas of possible contract non-compliance. Whenever performance concerns or compliance issues are identified, the contract manager will intervene by using the progressive intervention framework and strategies to reverse the trend and or address the area of non-compliance.

This plan outlines the contract enforcement process or progressive intervention OCBCT/DFPS will employ should the SSCC contractor fail to operate in compliance with the terms and conditions set forth in the SSCC contract.

Progressive intervention actions include monetary and other forms of remedies, such as:

- Obtaining or requiring technical assistance or trainings.
- Requesting a variance statement
- Requiring CQI plans of action.
- Requiring corrective action plans.
- Increasing the nature and intensity of contract monitoring and quality assurance activities.
- Payment of financial remedies in certain circumstances outlined in the contract.

- Payment of liquidated damages (see specific situations defined and noted below).
- Suspending and/or placing conditions or limitations of services when applicable.
- Removing from the provision of services any employee of the contractor or subcontractor.
- Suspending or terminating all or part of the SSCC contract.

Monetary remedies imposed on an SSCC are done in consultation with legal.

SSCC Progressive Intervention Framework

CBC contracts with the SSCC are performance-based contracts which focuses on specific desired performance and allows the contractors the latitude to determine the most efficient ways to achieve the target(s).

Both DFPS and the SSCC are responsible for CQI. Together, DFPS and the SSCC identify trends, areas for improvement, and technical assistance needs. In instances where data indicates a negative trend, the department will communicate with the SSCC to discuss the identified data and offer information and technical assistance in correcting the issue. If the negative data trend continues and becomes a systemic issue, DFPS will use the progressive intervention framework and strategies to address the negative trend.

Progressive Intervention Framework		
Nature of the problem	Type of action or response Standard steps taken DFPS	ı by
Negative trend identified or contract requirement not understood, (e.g., contract performance target not met during a performance quarter).	Technical Assistance: Communication with contractor to discuss the trend identified and/or clarify a contract requirement to increase contractor awareness of possible risks, and offer information and technical assistance, guidance and or training. Both DFPS and the SSCC will hold meetings or scan calls to identify issues, barriers, potential solutions, and • Documented conversation with contractor • Meetings to • Technical Assist provided via a Technical Guida Letter • Training provide clarify and incre awareness • Requesting a "re or variance state to explain the di performance	ance nce ed to ase ason" ment
	awareness Both DFPS and the SSCC will hold meetings or scan calls to identify issues, barriers, awareness Requesting a "re or variance state to explain the di	e ij

Progressive Intervention Framework			
Nature of the problem	Type of action or response	Standard steps taken by DFPS	
Negative trend continues, or more information is needed to determine if a systemic issue exists	resolve noncompliance and performance issues. CQI Plan The SSCC will be asked to review the data and develop a written plan that outlines the efforts that will be implemented to address the issue.	to support dip and variance statement • CQI Plan requested to determine whether the problem is a symptom of a larger issue • CQI plan once implementation is monitored and results closely tracked to ensure the strategies implemented address the issue	
Negative trend continues, or a systemic issue is identified (e.g., recurring problem which requires specific action steps to correct).	Contract Action Plan (CAP): Formal correction to address and resolve the problem and prevent any future risk. A corrective action plan must contain specific steps to be taken by a contractor to correct identified deficiencies and to address concerns that DFPS may have regarding the contractor's: • Compliance with contract terms or other applicable laws, rules, or regulations. • Performance related to service delivery, reporting and/or financial stability. • Other significant deficiencies.	 Conversation with contractor Requiring a CAP be implemented Increase monitoring efforts in targeted area Impose additional reporting requirements Scheduled on-site visit to determine whether the problem poses a significant risk of harm or loss Track results of the implementation of the plan to ensure that the contractor's deficiencies or problems are corrected. If the plan is not implemented or the desired results are not achieved, DFPS will 	

Progressive Intervention Framework			
Nature of the problem	Type of action or response	Standard steps taken by DFPS	
CAP not implemented and/or contractor breaches the contract due to continued noncompliance actions or inability to meet the terms, conditions, and/or obligations under the SSCC contract. Significant harm or risk of harm to agency clients (e.g., loss or misuse of agency funds related to the contractor's lack of cooperation or carelessness).	Contract Remedy: A contract remedy occurs when DFPS, to any material extent, denies, terminates, or suspends a contract or payment to a contractor. Contract remedies are the most serious and formal correction taken to resolve the problem and/or eliminate negative impact up to an including contract termination. DFPS will discuss the impact of the SSCC contract remedy imposed and begin contingency planning efforts. DFPS may begin to remove and find alternate placement for	-	
	clients. Implementation of the contingency plan will be determined according to the SSCC contract function affected and SSCC stage of implementation. Full and immediate implementation of the contingency plan will begin should contract non-renewal or termination be indicated.	problem is resolved Placing the contractor on vendor hold Reduction of the contract amount Deny contract renewal Reduce the contract term or terminate prior to the contract expiration date Report the contractor to the appropriate licensing organization and/or law enforcement Liquidated damages as specified in the contract Report to the Vendor Performance Tracking	

Progressive Intervention Framework		
Nature of the problem	Type of action or response Standard steps t DFPS	
		System (VPTS), state and federal debarment systems

HHSC Residential Child Care Licensing's (RCCL) role with all licensed providers, including the SSCC and their subcontractors will remain unchanged. Any violation or act of non-compliance to licensing minimum standards is acted on according to the RCCL regulatory process and therefore is not included in this CBC SSCC progressive intervention framework.

Appendix C - Contingency Plan

DFPS and OCBCT are committed to CBC as the right approach for partnering with providers to improve service delivery and outcomes. However, OCBCT must be prepared with a plan of action in the case that an SSCC contract is terminated. The contingency plan is a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks based on the SSCC's stage of implementation.

The SSCC must also be prepared for contract closure, and in rare situations, early termination of the contract. The SSCC is required to submit a turnover plan 12 months after the start of the contract that outlines the responsibilities and activities the SSCC is required to perform prior to or upon termination of the contract. The turnover plan is a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. This plan is required to be updated six months before the end of the contract period, including any extensions. OCBCT/DFPS must approve the turnover plan.

Should contract termination be necessary, OCBCT/DFPS will use the SSCC's turnover plan as well as the contingency plan to ensure the least disruption in the delivery of services to children, youth and families who are being served by the SSCC during the transition to a subsequent vendor or take it back in-house. This was utilized when Region 8A transitioned back to DFPS' jurisdiction in July 2021.

Objectives

- Provider, foster parent/facility and physical location of every child is known and recorded in IMPACT at all times.
- No delay in payment to providers.

- Transition is seamless to children, youth, and families with no disruption in services to any child, youth, or family.
- Transition is supported centrally as much as possible, to impose the least impact on direct care staff.
- Early identification of challenges/issues is achieved through centralized tracking, reporting and resolution of issues.
- OCBCT/DFPS carries forward what is learned either through contract amendments or in future RFAs to enhance preparation and execution of contingency planning.

Assumptions

- Minimum of 60-day transition period for ramping down SSCC operations and phase in of new provider and/or DFPS legacy system. More time may be needed if the SSCC has advanced beyond Stage I.
- OCBCT/DFPS and HHSC resources will be made available to support transition.
- The SSCC will participate and be fully engaged in the planning and execution of the transition plan.
- The Contingency Leadership Team will coordinate and execute the contingency plan. This multi-disciplinary team will be led by the OCBCT Director and the DFPS Associate Commissioner of CPS and consist of a member from the following divisions: CPS Program/Eligibility, CPS Director of Field, Contracts, HHSC Procurement, Budget/Finance, IT Administration and Management and IT Management Reporting and Statistics, HHSC Licensing, Center for Learning and Organizational Excellence (CLOE), External Relations, Communications, Legal, and Media. Each area will identify a single point of contact to assist in the coordination and execution of the contingency plan.

Tasks

Area	Task	Resources
Change Management	 Deploy the Contingency Leadership Team Organize single points of contacts for DFPS divisions (Communications, Government Relations, Budget, IT, CLOE, Legal, CCL, etc.) Establish on-going internal communications (regarding transition): Issues tracking structure with points of contacts Daily status updates to executive and regional leadership Weekly face-to-face meetings with division points of contact 	Cross divisions OCBCT Director OCBCT Contract Director DFPS HR DFPS Finance Division points of contact
	 Daily calls with regional leadership 	ļ.

Communication	Plan and prepare communication messages:	OCBCT, DFPS
	 Commissioner message to Executive 	Associate and
	Leadership Team	Deputy
	 Regional staff in the community 	Commissioner
	area (outlining specific timeframes	Communications,
	for interim processes, any changes	Media Relations
	in job functions)	Information
	 Regional staff in other 	Technology
	community(s)	CPS Program
	 Statewide staff 	
	 Legislative Offices 	
	o DFPS Council	
	 Subcontractors of SSCC 	
	 Foster parents and other caregivers 	
	serving children in SSCC	
	 Courts in the community area 	
	 CASA programs in the community 	
	area	
	Public Private Partnership Kan stalkaladara	
	Key stakeholdersAll licensed and contracted	
	o All licensed and contracted providers	
	Webpage and other media outlets as	
	applicable	
	Monitor CBC mailbox for questions to be	
	submitted (both from internal and external	
	stakeholders during transition process)	
	Post FAQs to CBC webpage	
Personnel	Develop and implement contingency staffing plan:	DFPS Operations
	 Assess transition needs based on SSCC 	(HR, Legal, etc.)
	stage of implementation and SSCC	OCBCT
	caseloads	CPS State Office
	Develop staff transition plan to include	& Regional
	number of staff, positions, and functions	Leadership
	needed	
	Track staff who will transfer, DFPS staff Track staff who will transfer	
	who will be temporarily re-assigned, and staff gaps still needed to fill	
	 Coordinate with DFPS, the subsequent or 	
	interim SSCC to transfer staff, if applicable	
	 Deploy other DFPS or OCBCT staff to assist 	
	temporarily during the transition	
	Hire temporary staff if staff still needed	
		1

Procurement	 Coordinate with HHSC Procurement on proposed transition plan and timeframes and review options for new procurement, emergency procurement (as applicable) or transfer responsibilities and contract to another SSCC Plan and execute, as applicable, RFA, contract amendments, Memorandums of Understanding (MOUs), negotiations 	HHSC Procurement OCBCT DFPS Legal CPS Program CBC Contracts
Data Request Intake and Tracking Requests (DRIT) and Data/Information Needed	Process data requests for: SSCC Children with service level and placements SSCC foster homes SSCC General Residential Operations (GROs) Courts and CASA programs Relatives with verification status in process Family members being provided purchased client service (Stage II)	OCBCT CPS IT Team Region CBC Data Team
Contracts and Subcontracts	 Establish designated points of contact for contract/subcontract transition Verify and confirm receipt of all subcontracts Determine subcontract terms including payment processing Identify subcontractors without DFPS active contract Coordinate contract management and monitoring responsibilities Plan and coordinate process for transfer of contracts either to DFPS or new SSCC in IMPACT system Ensure sufficient resources to cover entire continuum of care (residential, purchased adoption, PAL-Life Skills, and foster care day care) are in place and coordinate and close any gaps in service Ensure sufficient resources to cover entire continuum of care Stage II: case management, purchased client services for families, post adoption, kinship, 	Purchased Client Services Region and CBC Contracts Legal Budget OCBCT

	reunification, and transitional living are in place close any gaps in service Close out SSCC termed contract and, depending on procurement options, enter new SSCC or emergency contract in IMPACT	
Budget	Cost out contingency plans (based on the stage of implementation): • Identify costs and funding to implement contingency plan (such as re-hire DFPS positions or resources for contingency provider) • Assess resources transferred and resources not yet transferred: staff, contract management, utilization management • Assess allocation amount paid for purchased client services and amount remaining	Budget OCBCT Program Eligibility
IT	 IMPACT data transfer - ensure process and resources sufficient to support the following including what must be manual, what can be automated, and forms required: transfer of subcontracts in IMPACT transfer of placement in IMPACT transfer of purchase client services for families in IMPACT Data validation and reporting processes and timeframes Data entry training and security 	OCBCT Program, OCBCT Contracts Information Technology Eligibility Manual transfer in IMPACT
Program	 Develop plan for temporary transfer of tasks to DFPS or contingency SSCC Assign resources Plan transition timeframes Process communication Approve placements in IMPACT Modify operations manual if new SSCC contract Ensure child contacts Coordinate placement and foster adopt resource support 	OCBCT Project Team OCBCT Contracts CBC Regional Staff Resources Contracts Legal Contingency SSCC
Training	Train staff on new processes: • Engage CLOE in development of training and schedule	CLOE OCBCT Program and Region

	Determine best approach and schedule for training
Operations Transfer	Based on the stage of implementation, ensure processes and timeframes in place to assume responsibility for the following (either by OCBCT or Contingency SSCC): • Utilization management • Placements both emergency and nonemergency • Kinship services • Relative verification • ICPC homes • Placement documentation • Transportation • Faith- based efforts • Court requirements • Day care services • Purchased adoption services • PAL Life Skills Assessment and Training • PAL aftercare services • Transitional living services • Purchased client services to families • Post-adoption services • Education training voucher services • Full case management services • Family reunification support services

Thirty days following Turnover of operations, the SSCC must provide OCBCT/DFPS with a Turnover Results Report documenting the completion and results of each step of the turnover plan. The OCBCT/DFPS will not consider turnover completed until the plan is approved. If the SSCC does not provide the required data or information necessary for OCBCT/DFPS or the subsequent contractor to assume the operational activities successfully, the SSCC agrees to reimburse OCBCT/DFPS for all reasonable costs and expenses, including: transportation, lodging, and daily meal per diem to carry out inspection, audit, review, analysis, reproduction, and transfer functions at the location(s) of such records, and attorneys' fees and costs.