**6.2 DFPS GRO OPEN ENROLLMENT CONTRACT DOCUMENTS FILE**

**6.2.1 DFPS VENDOR SUPPLEMENTAL, SPECIAL AND PROGRAMMATIC CONDITIONS FOR GRO**

**SECTION I**

**SUPPLEMENTAL CONDITIONS**

There are no Supplemental Conditions that modify the DFPS Uniform Terms and Conditions.

**SECTION II**

**SPECIAL CONDITIONS**

In addition to the DFPS Uniform Terms and Conditions, the Contractor agrees to comply with the following DFPS Vendor Special Conditions.

1. **REMEDIES.**

In addition to any other remedy provided under this Contract or state or federal law, DFPS may impose the following.

* + 1. **Technical Resolution**. DFPS and Contractor will enter into a joint technical resolution process. Both parties will hold face to face meetings, scan calls or teleconferences where both parties will identify issues, barriers, potential solutions, and implementation strategies to fix noncompliance and performance issues. DFPS will document these sessions and provide Contractor with a final technical guidance document to aid in implementation.
    2. **Corrective Action Plan (CAP).** DFPS will provide the Contractor with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies.
       1. Contractor must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to the DFPS for review and approval.
       2. Upon receipt of the DFPS’s approval, the Contractor must implement and maintain compliance with the requirements of the CAP.
    3. **Placement Action.** DFPS reserves the right to:
       1. Temporarily or permanently remove any or all Child subject to the terms of this Contract; and/or
       2. Suspend and/or limit any further placements and place additional conditions on the Contractor.
    4. **Suspension.** DFPS may suspend or remove any of the Contractor’s contractual rights, in whole or in part.
    5. **Removal of Staff**. DFPS reserves the right to require Contractor to remove any employee, volunteer, or agent of the Contractor or any subcontractor from the provision of services under this contract or to prohibit any employee, volunteer, or agent of the Contractor or any subcontractor from having direct contact with DFPS referred clients or client records.
    6. **Liquidated Damages.** Contractor agrees that DFPS may recover liquidated damages as provided below:

1. **Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Checkup (also known as Texas Health Steps Checkup).** As required by Texas Human Resources Code §42.0432(b), DFPS will assess liquidated damages when the Contractor fails to ensure that EPSDT checkups are completed.
   1. Compliance Requirements are at 26 TAC §749.1151
   2. Liquidated damages will be assessed when the child is new to care with DFPS and this child has been in the Contractor’s care 30 days within 90 days of the child’s removal.
   3. $100 for each instance of non-compliance up to and including the 10th instance.
   4. $150 for each instance of non-compliance after the 10th instance.
2. **Trauma Informed Care (TIC) Training**. DFPS will assess liquidated damages when the Contractor fails to comply with TIC Training.
   * 1. Compliance Requirements are at Sections 5500 - 5540 in the Requirements.
     2. $250 for each instance of non-compliance up to and including the 10th instance.
     3. $500 for each instance of non-compliance after the 10th instance.

**c. Continuous 24-Hour Awake Supervision Compliance.** Beginning September 1, 2020, DFPS will assess liquidated damages when the Contractor fails to provide continuous 24-Hour Awake Supervision to Children as required by this Contract and Section 1115 and Appendix V of the Requirements.

1. **Performance Remedy - Safe in Care.** In accordance with Texas Human Resources Code §40.058(f), DFPS will collect financial remedies in instances where Contractor fails to meet the target of 100% for Performance Measure Outcome #1.
2. Compliance Requirements are in Performance Measure Outcome #1 in Section 6.2.3.
3. On an annual basis following the end of each State of Texas fiscal year, DFPS will collect a remedy that equals the percent of DFPS children in Contractor’s care not kept safe (as described in Performance Measure Outcome #1) multiplied by the total amount in contract utilization that DFPS has made to Contractor for the fiscal year. Contract utilization is defined as any payment made under the applicable contract during the months of September through August less the Foster Parent Minimum Reimbursement Funds.
4. If any disposition of Reason to Believe (RTB) associated with the child’s/youth’s safety are subsequently overturned, DFPS will return the collected remedy to the Contractor for that overturned RTB disposition.
5. **Liquidated Damages and Remedies Cap.** DFPS will cap all damages and remedies collected under Subsections 6 and 7 above to 10% of the contract utilization amount that DFPS paid to Contractor under this Contract.
6. **PERFORMANCE INCENTIVE.**

Texas Human Resources Code §40.058(f), DFPS may provide financial incentives in instances where Contractor exceeds the target for Discharges to Family Placement Performance Measure #5 in Section 6.2.3. Financial incentives are dependent on the Liquidated Damages and Remedies collected by DFPS as provided for in Subsection H above and appropriations. This Performance Measure Incentive does not apply to GRO-ECS contractors.

1. **PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.**

As applicable, Contractors must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice, that is submitted to DFPS later than seven quarters after the end of the quarter of the expense will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

1. **BACKGROUND HISTORY CHECKS - DISALLOWANCE OF TITLE IV-E FUNDS.**

If this contract is funded in part or whole by Title IV-E Funds, then during a federal audit, if there is a finding that Contractor has not performed required Checks within the timeframes required by the Contract, this finding can result in a disallowance of Title IV-E funds claimed on behalf of the Contractor.  In addition to any other remedy under this Contract, DFPS can require the Contractor to reimburse DFPS for such disallowances, including disallowed costs related to foster care maintenance payments, administrative costs and interest.

1. **REPORTING.** The Contractor shall accurately complete cost reports, time studies, Internal Control Structure Questionnaires (ICSQs), Contract Monitoring surveys, and any other reports required and requested by the Department within time frames specified by DFPS. The Contractor must submit annual cost reports as required by 1 TAC §§355.7101-7103.
2. **COST REPORT TRAINING.** The Contractor acknowledges and agrees that individuals responsible for preparing the Contractor’s cost reports shall:
3. Attend HHSC cost report training in compliance with 1 TAC §355.7101 prior to submitting an annual cost report; and
4. Attach a copy of the preparer’s training certificate to each completed cost report.
5. **INSURANCE.**

**1.** The Contractor will provide DFPS documentation of insurance coverage that meets or exceeds the amount in below and will maintain this insurance coverage and comply with this Section throughout the Contract Term, including any renewals.

1. **Commercial General Liability** – $1,000,000 per occurrence and $2,000,000 aggregate
2. **Professional Liability** – $1,000,000 per occurrence and $2,000,000 aggregate
3. **Crime Policy (3rd Party Endorsement)** – $50,000
4. **Business Automobile Liability (Owned & Hired Endorsements and Non-owned Auto)** – $1,000,000

**2.** This insurance coverage will be with insurance companies or equivalent providers that are rated for financial purposes “B” or higher by A.M. Best, as applicable. This insurance company or equivalent provider must be authorized or licensed to do business in the state where the Contractor is located.

**3.** The Contractor will obtain a Certificate of Insurance or equivalent documentation (hereinafter referred to as “Insurance Document”) with the types of coverage and limits carried by Contractor that meets the requirements in Subsection 1 and provide this Insurance Document to DFPS prior to or upon Contract execution.

**4.** If the Contractor’s insurance coverage required by this Section is renewed, no longer current or there is a material change to the Insurance Document, then the Contractor will provide DFPS with a current Insurance Document. Furthermore, the Contractor agrees to provide this Insurance Document to DFPS in a manner that ensures DFPS has a current Insurance Document on file at all times and will provide additional or requested documentation at any time to DFPS.

**5.** When an equivalent insurance coverage or Self-Insurance Plan is submitted to satisfy the DFPS insurance coverage requirements in Subsection 1, DFPS may request that additional information be provided by Contractor or Contractor's insurance company or equivalent provider.

**6.** DFPS has the sole discretion to determine whether an Insurance Document provided to DFPS will be accepted as documentation that the Contractor has met this Section’s requirements.

**7.** DFPS may require the Contractor to provide any additional documentation to meet the requirements of this Section. DFPS may request that the Contractor permit DFPS to contact Contractor’s insurance company or equivalent provider directly. The Contractor will provide any documents required by DFPS under this Section without additional expense or delay.

1. **ASSESSMENTS OF PHYSICAL FACILITIES AND OPERATIONS.** The Contractor will allow periodic assessments of its physical facilities and operations, which may include specific homes, by DFPS employees or DFPS authorized representatives. The Contractor's physical facilities and operations will be approved by the DFPS based on assessments prior to and during the Contract Term.
2. **CONTRACT TERMINATION AND END OF CONTRACT TERM.**

In addition to the requirements in the Uniform Terms and Conditions, the following will apply.

1. At the end of the Contract term or other contract termination, the Contractor will, in good faith and in reasonable cooperation with DFPS, aid in the transition to any new arrangement or provider of services.
2. In the event this is not possible to continue to provide services at the end of expiration of the Contract, the Contractor and DFPS will work together to ensure that services are continued or transitioned for the Child in accordance all terms and conditions of this Contract, as long as the Child is eligible for services.
3. DFPS will reimburse the Contractor for any services provided after the date of Contract termination or Contract expiration until all Child are removed from receiving the Contractor’s services as long as the Child remains eligible to receive services.
4. DFPS will terminate this Contract if the Contractor is found liable for or has a contract, license, certificate, or permit of any kind revoked for Medicaid fraud.

**SECTION III - PROGRAMMATIC CONDITIONS**

1. **OUT-OF-STATE CONTRACTORS.** In addition to the Requirements in Section 2.2.1 of this Open Enrollment, the following information also applies to Out-of-State Contractors with facilities located outside of Texas in which a DFPS Child is placed and will receive services.

When reviewing these Requirements to ensure compliance, the Contractor will add the following information to the applicable Section in the Requirements.

* 1. **14****10 Notifications Made to DFPS by the Provider**
     1. If the Contractor provides the Caseworker, Caseworker's Chain of Command, and State Office Discharge Mailbox at [DFPSdischarge@dfps.texas.gov](mailto:DFPSdischarge@dfps.texas.gov) with documentation from a Psychiatrist, licensed Psychologist, physician, Licensed Clinical Social Worker or Licensed Professional Counselor or equivalent licensed mental health professional by the Contractor’s out-of-state equivalent licensing authority, showing that the Child consistently exhibits behavior that cannot be managed within licensed Programmatic Services, the DFPS will remove the Child within 14 calendar days.
     2. If the Child in your care contracts a communicable disease that the law requires you to report to the state agency in the state in which the Contractor’s facility is located, (relating to control of communicable diseases) as soon as possible, but no later than 24 hours after the Contractor becomes aware of the communicable disease.
     3. An adult who has contact with the Child contracts a communicable disease that the any state or federal law requires the Contractor to report to the applicable agency in the state in which the Contractor’s facility is located, relating to the control of communicable diseases.
     4. An investigation of abuse or neglect by an entity of an employee, professional level service provider, volunteer, or other adult at the operation.
  2. **4700 Discipline and Crisis Management**

Contractor will develop and implement Discipline policies that are consistent with the standards set by the out-of-state equivalent licensing authority in which the Contractor’s facility is located.

* 1. **4720 De-Escalation and Crisis Management**

Contractor will utilize developmentally and age appropriate de-escalation techniques that are consistent with the standards set out-of-state equivalent licensing authority in which the Contractor’s facility is located to resolve emergencies.

* 1. **Section 5500 Trauma-Informed Care**
     1. Each Caregiver and employee who provides direct care must complete mandated required hours of Trauma Informed Care Training of the State which they are located, prior to being the only Caregiver responsible for a Child in care.
     2. Certification of completed Trauma Informed Care Training must be placed in staff records and documented in accordance with the applicable child welfare licensing authority of the state in which the Contractor is located. DFPS approved Trauma Informed Care Training can be found at: <https://www.fostercaretx.com/content/fostercaretx/en_us/for-members/resources/training.html> and <http://www.dfps.state.tx.us/training/trauma_informed_care/>.
  2. **Section 6000: Educational and Vocational Activities and Appendix III Section B401**

All references to “public school” in this Section and the Appendix will include that the public school in which the child is enrolled must be accredited by the applicable licensing authority of the State in which the Contractor’s facility is located.

**6.2.2 DFPS VENDOR UNIFORM TERMS AND CONDITIONS**

DFPS Vendor Uniform Terms and Conditions is located at https://www.dfps.state.tx.us/Doing\_Business/forms.asp, and the Contractor agrees to comply with updates to this document.

**6.2.3 RESIDENTIAL CHILD CARE SERVICES PERFORMANCE MEASURES FOR GRO**

**SAFETY**

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| **OUTCOME #1:** **Children/Youth are safe in foster care.** |
| **Performance Period:** Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine annual performance. |
| **Indicator:** Percent of DFPS Children/Youth who do not experience an incidence of abuse, neglect or exploitation while in the Contractor's care. |
| **Target:**  100% |
| **Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT) |
| **Methodology:**  All abuse, neglect and/or exploitation by any perpetrator, while the Child/Youth is in the Contractor's care, are included in the count.  The denominator is the total number of Children/Youth in DFPS managing conservatorship placed with the Contractor during the reporting period.  The numerator is the number of DFPS Children/Youth who were Designated Victims in an investigation, for which a disposition of Reason to Believe (RTB) was made, during the reporting period.  Divide the numerator by the denominator. Subtract the result from one to give the complimentary "Children/Youth not Designated Victims" measurement. Multiply by 100 and state as a percentage. |

**WELL BEING**

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| **OUTCOME #2:** **HEALTH AND WELLNESS ASSESSMENTS FOR CHILDREN IN FOSTER CARE** |
| **Performance Period:** Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine annual performance. |
| **Indicator (a):** Percent of all Children/Youth in the Contractor's care who received an initial Texas Health Steps Medical Checkup within 30 calendar days of entry into DFPS conservatorship. |
| **Target:**  100% |
| **Data Source:** HHSC Encounter Data |
| **Methodology:**  The denominator is the total number of unduplicated Children/Youth under age 18, who were new to DFPS conservatorship when placed in the Contractor's care and remained in that Contractor's care for 30 calendar days or more during the reporting period.  The numerator is the total number of Children/Youth reported in the denominator who have received a Texas Health Steps Medical Checkup within 30 calendar days of entry into DFPS conservatorship.  Divide the numerator by the denominator. Multiply by 100 and state as a percentage. |

**WELL BEING**

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| **OUTCOME #2:  HEALTH AND WELLNESS ASSESMENTS FOR CHILDREN IN FOSTER CARE** |
| **Performance Period**: Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine annual performance. |
| **Indicator (b)**:  Percent of all Children/Youth in the Contractor's care who received an initial Texas Health Steps Dental Checkup within 60 calendar days of entry into DFPS conservatorship. |
| **Target:**  100 % |
| **Data Source:**  HHSC Encounter Data |
| **Methodology:**  The denominator is the total number of unduplicated Children/Youth who are six months or older, and under age 18, who were new to DFPS conservatorship when placed in the Contractor's care, and remained in that Contractor's care for 60 calendar days or more during the reporting period.  The numerator is the total number of Children/Youth reported in the denominator who received a Texas Health Steps Dental Checkup within 60 calendar days of entry into DFPS conservatorship.  Divide the numerator by the denominator. Multiply by 100 and state as a percentage. |

**WELL BEING**

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| **OUTCOME #2:**  **HEALTH AND WELLNESS ASSESMENTS FOR CHILDREN IN FOSTER CARE** |
| **Performance Period:**  Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine annual performance. |
| **Indicator (c):**  Percent of all Children/Youth removed who received a Child and Adolescent Needs and Strengths (CANS) assessment within 30 calendar days of entry into DFPS conservatorship. |
| **Target:**  90% |
| **Data Source:**  HHSC Encounter Data |
| **Methodology:**  The denominator is the total number of unduplicated Children/Youth who are between the ages of three to 17 years old, who were new to DFPS conservatorship when placed in the Contractor's care, and remain in the Contractor's care for 30 calendar days or more during the reporting period.  The numerator is the total number of Children/Youth reported in the denominator who received a CANS assessment within 30 calendar days of entry into DFPS conservatorship.  Divide the numerator by the denominator.  Multiply by 100 and state as a percentage. |

**POSITIVE DISCHARGE**

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| **Outcome #3:** **Children/YOUTH experience placement stability while in foster care.** |
| **Performance Period:** Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine annual performance. |
| **Indicator:** Percent of Children/ Youth for which the Contractor meets the needs of the Child/Youth through a discharge considered to be in the best interest of the Child/Youth. |
| **Target:**  62% |
| **Data Source:** IMPACT |
| **Methodology:**   * Children/Youth in a Contractor's care less than eight days are excluded from the numerator and denominator * Youth 18 years or older at the time of placement or at the time of discharge are excluded from the numerator and denominator. * Neutral discharge reasons are removed from the numerator and denominator.   The denominator is the total number of Children/Youth placed for 8 days or more with the Contractor during the reporting period whose placement has ended as the result of a discharge.  The numerator is the number of Children/Youth who, during the reporting period were discharged by the Contractor for reasons determined to be in the best interest of the Child/Youth. The following reasons for Contractor initiated discharges are not considered to be in the best interest of the Child/Youth. These are included but not limited to:   * Child's/Youth's Behavior [Unmanageable behaviors] * Child/Youth hospitalized (medical/psych) [Out of Placement less than 14 days] * Child/Youth Ran Away [Out of Placement less than 14 days] * Refused to Stay in Placement * Unable to meet Child's/Youth's needs   Divide the numerator by the denominator. Multiply by 100 and state as a percentage. |

**NORMALCY**

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| **OUTCOME #4:** **Youth are prepared for adulthood** |
| **Performance Period:** Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine annual performance. |
| **Indicator:** Percent of Youth in the contractor’s care ages 16 and older who complete PAL Life Skills Training before their 18th birthday. |
| **Target:**  50% |
| **Data Source:** IMPACT |
| **Methodology:**  The denominator is the number of Youth in the Contractor's care at the end of the reporting period ages 16 years and older who are eligible for, or completed PAL, excluding those youth who came into the contractor’s care having previously completed PAL while placed with a different contractor.  The numerator is the number of Youth in the Contractor’s care at the end of the reporting period ages 16 and older who completed PAL Life Skills Training before their 18th birthday excluding those youth who came into the contractor’s care having previously completed PAL while placed with a different contractor.  Divide the numerator by the denominator. Multiply by 100 and state as a percentage. |

**NORMALCY**

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| **Outcome #5: DISCHARGES TO A FAMILY PLACEMENT** |
| **Performance Period:** Performance is tracked quarterly and assessed annually. The quarterly measurements will be cumulative to determine annual performance. |
| **Data Source:** IMPACT |
| **Target:**  GRO- RTC/IPTPs 26%; Non- RTC/IPTP GROs 50% |
| **Methodology Summary:**  **Denominator:**  Number of discharges during the performance period.  **Numerator:**  Any child in the denominator whose next placement is to a family like setting OR exited DFPS conservatorship to a family member or adoption. |
| **Methodology Details:**  A “family like setting” is defined as:   * An adoptive placement * Relative placement (verified or kinship) * Own home * A non-custodial parent * A foster home (TFC included) * GRO cottage home   An exit to a family member or adoption is defined as:   * Reunification * Relative PMC * Relative PCA * Adoption |