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

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

**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:
2. **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.
3. **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 RTBs 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 #4 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. Discharges to a Family Placement (See Performance Measure #4 in Section 6.2.3).
7. **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 DFPS 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.
6. **Commercial General Liability** – $1,000,000 per occurrence and $2,000,000 aggregate
7. **Professional Liability** – $1,000,000 per occurrence and $2,000,000 aggregate
8. **Crime Policy (3rd Party Endorsement)** – $50,000
9. **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.
3. 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.
4. 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.
5. 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.
6. 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.

1. **Intensive Psychiatric Transition Program (IPTP) Services Treatment Components for Stabilization.** The IPTP program must address the targeted behaviors through a wide range of diagnostic and treatment services, as well as through training in basic skills such as social skills and activities of daily living. The program must be provided in the context of a comprehensive, multidisciplinary and individualized treatment plan that is reviewed and updated based on the Child’s clinical status and response to treatment. This treatment must provide psychotherapy and social, psychosocial, educational and rehabilitative training, and must focus on stabilization of the targeted behaviors such that the Child can be successfully transitioned into a less restrictive setting.
2. **Assessment.**
3. The Contractor will coordinate with DFPS or a Preparation for Adult Living (PAL) Contract provider for completion of the Casey Life Skills Assessment by a Child's Caregiver.
4. Assessments must be performed under the supervision of a psychiatrist in accordance with the Requirements, whose medical-based education and training best provide the knowledge and experience necessary to integrate the biological and psychosocial aspects of the Child’s treatment needs.
5. Assessments must be used to assess the Child’s aptitudes, abilities, strengths, achievements, interests, needs, disabilities, and mental, emotional and behavioral disorders to determine which methods, techniques, and interventions will best meet the Child’s treatment needs to benefit mental health, emotional and behavioral issues, developmental disabilities, and substance use/abuse problems.
   * + - 1. **Treatment.**
6. Treatment must be performed under the supervision of a psychiatrist in accordance with Requirements, whose medical-based education and training best provide the knowledge and experience necessary to integrate the biological and psychosocial aspects of the Child’s treatment needs.
7. Treatment must include consideration and implementation of the types of therapy which include psychosocial and psychopharmacologic interventions and incorporates a broad range of disciplines and modalities as needed to stabilize a Child’s behaviors to enable a Child to transition to a less restrictive setting.
8. The Contractor will ensure that the Child’s therapeutic components incorporate treatment goal-oriented activities within a structured therapeutic milieu.
9. At a minimum, the Contractor will ensure the Child has access to qualified behavioral health care professionals who can:
10. Provide group psychotherapy at least twice a week.
11. Provide individual psychotherapy:
12. At least twice a week; and
13. Using a variety of interpersonal, relational and cognitive-behavioral interventions to help the Child achieve treatment goals and stabilize behaviors.
14. Provide other therapeutic modalities as necessary to stabilize behaviors and ensure improvement in the Child’s overall functioning to effectuate their transition to a less restrictive setting.
    * + - 1. **Treatment/Stabilization Plan and Coordination. The primary treatment goal for Children in the IPTP is that the Child’s behaviors are stabilized. The Contractor will:**
15. Complete the initial Treatment/Stabilization Plan within seven days of the placement.
16. Invite the DFPS Caseworker to participate in Treatment/Stabilization meetings and make reasonable efforts to participate in DFPS Permanency Planning meetings;
17. Ensure Children, youth, families and Caregivers have an opportunity to participate in the identification of needed services and in the development of Treatment/Stabilization Plans;
18. Provide guidance and support to Children 14 to 18 years of age to enable them to assume progressively greater responsibility for implementing Treatment/Stabilization plan strategies designed to meet their needs and achieve their goals to the extent that they are able;
19. Provide guidance and support to Children 18 to 22 years of age to enable them to assume primary responsibility for implementing Treatment/Stabilization plan strategies designed to meet their needs and achieve their goals to the extent that they are able;
20. Ensure that the Treatment/Stabilization Plan incorporates and is consistent with:
21. Permanency Planning and Permanency Goals identified by DFPS;
22. Any behavioral goals established by DFPS;
23. Plans for Normalcy, including social, extracurricular, recreation and leisure activities and integrating the Child into the community and community activities, as appropriate;
24. Components of the Child’s Individual Education Plan (IEP) and the Child's Individual Transition Plan (ITP) that are both developed by the school’s Admission, Review, and Dismissal (ARD) committee, if appropriate;
25. Components of the CPS Transition Plan for Children 14-22 years of age to include results of the Casey Life Skills Assessment when applicable; and
26. Including any special medical needs; the Contractor must collaborate with STAR Health and other Medical Professionals to ensure the medical information is accurate.
27. Ensure that a psychiatrist in accordance with Requirements reviews the Child’s medication within seven days of placement and at least once every 30 calendar days until discharge.
28. Develop and coordinate a Treatment/Stabilization Plan that addresses needed services by using a multi-disciplinary treatment team, (as required by Minimum Standards) which includes a psychiatrist (in accordance with the Requirements), designated CPS staff, the Child, the Child’s parents if appropriate, other Caregivers, and the Child’s Attorney Ad Litem, if any.
29. Review the Treatment/Stabilization Plan every two weeks and update if needed until the Child is discharged.
30. Provide services in accordance with the Treatment/Stabilization Plan.
31. Assist the Child to transition to a less restrictive setting within 60 days from the date of admission into the Contractor’s Intensive Psychiatric Transition Program as described herein.
32. Within 48 hours after returning to the IPTP program after hospitalization, the provider will conduct a review and update of the Treatment/Stabilization Plan and resume reviews every two weeks thereafter.
33. Discuss with the Child about transitioning to a new placement during each Treatment/Stabilization Plan review.
34. Request, when services require an extension, a one-time extension in compliance with the 40 TAC [§700.2385](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=19&ch=700&rl=2385):
35. Up to 60 additional days; and
36. Subject to the approval of the Assistant Commissioner of CPS.
37. Incorporate into the Treatment/Stabilization Plan, as applicable, to maximize the benefit to each Child:
38. The Child’s Individual Education Plan; and
39. The school district’s individual transition plan that has been developed for School-Aged Children receiving special education.
    * + - 1. **Service Management.** The Contractor will:
40. Ensure every Child is enrolled and each Caregiver participates in Service Management when the STAR Health contractor (Superior/Cenpatico) determines the Child meets the criteria for the program;
41. Request coordination services from STAR Health Service Management prior to requesting a placement change for a Child with Primary Medical Needs;
42. Provide the Child's Caseworker with the following medical information for a Child with Primary Medical Needs at the time of request for a placement change:
43. Medical conditions and diagnoses;
44. Current healthcare needs;
45. Current services in place to be transitioned (example, Private Duty Nursing, Personal Care Services, Speech Therapy, Physical Therapy, Occupational Therapy, other therapies, etc.);
46. Standing or scheduled future appointments including those with any specialist providers;
47. Special transportation requirements;
48. List of purchased or rented Durable Medical Equipment and/or Supplies; and
49. Training required for selected Caregiver; and
50. The Contractor will participate in a Primary Medical Needs (PMN) Meeting facilitated by the CPS Well-Being Specialist to ensure the provision of information for safe transition of a Child with Primary Medical Needs, prior to a placement change. If a PMN Meeting cannot be held prior to a placement change, the Contractor will coordinate with the Child's Caseworker or Caseworker's Chain of Command to participate in a PMN Meeting as soon as possible, following a placement change.
    * + - 1. **Stabilization Evaluation.**
51. The Contractor must ensure that for each Child, stabilization includes on-going treatment reviews and evaluation of the Child’s progress in achieving goals and objectives that directly contribute to the Child’s stabilization.
52. The Contractor must ensure that the IPTP program evaluates the Child’s abilities to manage impulses, decrease targeted behaviors, and improve functioning in the areas of educational achievement, cognitive attainment, health and safety, social and emotional development, and self-management.
53. For each Child who demonstrates decompensation, the IPTP program must coordinate with local psychiatric hospitals to ensure an effective transfer to an in-patient setting, and return to the Contractor from the in-patient setting, when appropriate, and that the Child’s needs are met during their stay in the hospital.
    * + - 1. **Discharge Planning. Contractors will:**
54. Involve key individuals (e.g. psychiatric facility treatment team, the designated RTC liaison staff or other DFPS designated staff, the Child, the Child’s Attorney Ad Litem, if any) in discharge planning and staffing/reviews.
55. Engage in discharge planning beginning at the time of admission and continuing throughout the Child’s placement with the Contractor identifying potential providers and community resources for the services and supports recommended for the Child.
56. Submit to CPS on the first and fifteenth of each month during the Contract Period an IPTP Provider Discharge Log provided to the Contractor by CPS staff for Children in the IPTP which includes, but is not limited to:
57. A list of all Children in the Contractor’s Intensive Psychiatric Transition Program; and
58. An estimated date of discharge of each Child, if known. If the estimated date of discharge is unknown for any Child at the time of submission of the IPTP Provider Discharge Log the Contractor must indicate that information on the IPTP Provider Discharge Log.
59. Provide to the Caseworker or the Caseworker's designee a discharge summary, and if the Child is leaving the licensed operation, the completed Placement Summary and items that belong to the Child as referenced in the Summary, upon the effective date of discharge;
60. If the Child is leaving the licensed operation and not transition to the Organization’s standard RTC contract, prepare a discharge/transfer summary for the Child that includes:
    1. A description of recommended services and supports the Child should receive after discharge;
    2. A description of behaviors identified at discharge, which include any needs or issues that may disrupt the Child’s stability in a less restrictive setting;
    3. The Child’s goals, interventions, and objectives as stated in the Child’s Treatment/Stabilization Plan;
    4. A description of Child’s accomplishments and strengths that may assist in meeting the Child’s needs and success with treatment goals;
    5. A final diagnosis based on all five axes of the current edition of the Diagnostic Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association;
    6. Aftercare plans and recommendations, including medical, psychiatric, psychological, dental, educational, and social appointments;
    7. Instructions relating to the amount and type of medications, prescriptions for medications, and a 14 day supply of medication as is required to maintain the appropriate medication regime for the Child;
    8. The date, reasons and circumstances of the discharge and the date, time and reaction of the Child when informed of discharge or transfer; and
    9. Comments or additional information.
       1. Complete Form 2109 as required in the Requirements, Section 8200 Procedures for Discharge or Removal
61. Maintain discharge planning documentation as described in the Contract.
    * + - 1. **Referral Requirement.** The Contractor will review the Child’s referral packet as submitted via email by the IPTP program specialist for admission consideration. The Contractor will respond with an admission determination to the IPTP program specialist as soon as possible but no later than two business days from receipt of the referral.
          2. **Restraint Reporting.** Contractors will submit a DFPS-developed monthly restraint report to DFPS and use the information contained in the monthly restraint report to improve services and to minimize situations that increase risk of safety to Children.

**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 IPTP**

**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. |

**PLACEMENT STABILITY**

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| **OUTCOME #2:**  **CHILDREN/YOUTH EXPERIENCE A SUCCESSFUL DISCHARGE** |
| **Performance Period:** Performance is tracked semi-annually and assessed annually. The semi-annual measurements will be cumulative to determine annual performance. |
| **Indicator (a):** Percentage of Successful Discharges initiated by the Contractor. |
| **Target:**  30% |
| **Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT) |
| **Methodology:**  The denominator is the total number of IPTP discharges initiated by the Contractor during the reporting period.  The numerator is the number of IPTP Successful Discharges initiated by the Contractor during the reporting period.  Divide the numerator by the denominator. Multiply by 100, and state as a percentage. |

**PLACEMENT STABILITY**

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| **OUTCOME #2: CHILDREN/YOUTH REMAIN IN A LESS RESTRICTIVE SETTING FOLLOWING SUCCESSFUL DISCHARGE FROM INTENSIVE PSYCHIATRIC TRANSITION PROGRAM (IPTP).** |
| **Performance Period:** Performance is tracked semi-annually and assessed annually. The semi-annual measurements will be cumulative to determine annual performance. |
| **Indicator (b):** Percent of Children/Youth, following Successful Discharge from the Contractor's Intensive Psychiatric Transition Program (IPTP), that do not return to an IPTP. |
| **Target:** 97% |
| **Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT) |
| **Methodology:**  The denominator is the unduplicated count of Children/Youth who have been successfully discharged from the IPTP for a period of 6 months anytime during the reporting period.  The numerator is those Children/Youth in the denominator who have been re-admitted to an IPTP at any time during that 6-month period.  Divide the numerator by the denominator. Subtract the result from one (1). Multiply by 100 and state as a percentage. |

**NORMALCY**

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| **PERFORMANCE MEASURE OUTCOME #3:** **Youth are prepared for adulthood** |
| **Performance Period:** Contractor performance for this outcome is determined annually, each fiscal year, reported by the following reporting dates:  November 30  February 28/29  May 31  August 31  Annual fiscal year performance reflects performance on August 31. |
| **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:** Information Management Protecting Adults and Children in Texas (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. |

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| **PERFORMANCE MEASURE OUTCOME #4: 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:** Information Management Protecting Adults and Children in Texas (IMPACT) |
| **Target:**  26% |
| **Methodology Summary:**  **Denominator:**  Number of discharges during the performance period.  **Numerator:**  Any Youth in the denominator whose next placement is to a family like setting OR exited DFPS conservatorship to a family member or adoption.  A contractor will be eligible for incentive payments should they meet or exceed the incentive target in their facility grouping. |
| **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   This incentive is inclusive of all GROs with the exception of Emergency Shelters (ES). Emergency Shelters shall be excluded from all calculations for this measure and will not be eligible to receive this incentive.  Baselines will be calculated separately by facility grouping: 1) GRO-RTCs/IPTPs and 2) Non-RTC/IPTP GROs based on statewide percentage of discharges to family settings or familial exits in the prior fiscal year. |