

# Texas Department of Family and Protective Services



## Contracting With DFPS To Provide Residential Child Care

An Overview of CPS and A Guide to  
Contracting for Residential Child Care Services

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## PREFACE

The Texas Department of Family and Protective Services (DFPS) has provided this guide as a courtesy for use by parties interested in learning about procurement and contracting opportunities with DFPS. This guide contains basic program, procurement, and contracting information only and is not intended as a comprehensive review of all applicable state law or a substitute for legal counsel by a licensed attorney. The information provided in this guide is not legally binding on DFPS and is subject to change without notice at any time.



## INTRODUCTION

Thank you for your interest in contracting with DFPS to provide 24-hour residential child care to children in the managing conservatorship of DFPS.

DFPS contracts with about 300 licensed residential child-care providers to provide foster care to children in DFPS's managing conservatorship. Through these contracts, DFPS establishes the qualifications, standards, services, expectations, and outcomes for 24-hour child-care facilities and child-placing agencies. Residential Contracts, a division of Child Protective Services, Purchased Client Services, is responsible for awarding and managing these contracts.

This guide provides some information you need to know about contracting with DFPS to provide residential care for children in foster care.

## BACKGROUND

### DFPS Mission

The mission of DFPS is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities. Information about DFPS, its organization, management, and services can be found on its website: <http://www.dfps.state.tx.us>.

### Overview of Oversight Functions

If you apply for a contract with DFPS, you will interact with five separate entities, including two distinct DFPS programs. Each of these entities share the common goal of ensuring the health, safety, and well-being of children in foster care. However, each entity accomplishes this goal in a different way and from a different view point. These entities are:

1. **DFPS Child Protective Services (CPS)** which assumes the roles and responsibilities traditionally assigned to the parent, for children who are under the

managing conservatorship of DFPS ([http://www.dfps.state.tx.us/Child\\_Protection/](http://www.dfps.state.tx.us/Child_Protection/));

2. **DFPS Residential Child Care Licensing (RCCL)** which regulates residential child care and child-placing agencies and ensures compliance with Residential Child Care Minimum Standards ([http://www.dfps.state.tx.us/Child\\_Care/About\\_Child\\_Care\\_Licensing/](http://www.dfps.state.tx.us/Child_Care/About_Child_Care_Licensing/));
3. **Procurement and Contracting Services (HHSC-PCS) division of the Health and Human Services Commission (HHSC)** which procures residential contracts for children in DFPS conservatorship <http://esbd.cpa.state.tx.us/>
4. **CPS Residential Contracts** which manages the contracts and ensures compliance with the Residential Contract requirements ([http://www.dfps.state.tx.us/PCS/Residential\\_Contracts/default.asp](http://www.dfps.state.tx.us/PCS/Residential_Contracts/default.asp)); and
5. **Service Level Monitor (Youth for Tomorrow)** which contracts with DFPS to assess applicants ability to meet the Service Level Standards, determines service levels for children in foster care, and monitors for compliance with the DFPS Service Level Standards (The Service Level Standards are incorporated as Attachment C to the Residential Contract located at [http://www.dfps.state.tx.us/PCS/Residential\\_Contracts/default.asp](http://www.dfps.state.tx.us/PCS/Residential_Contracts/default.asp)).

The Residential Contract will require you to understand and comply with all of the Residential Child Care Minimum Standards, Service Level Standards, and an additional set of requirements outlined in the Residential Contract which represents the expectations of CPS and certain laws and rules.

CPS determines the need for various types of residential services to procure across the state.

Residential Contract staff work closely with CPS program staff, RCCL, and the Service Level Monitor during the life of a contract in order to ensure that the contractor is compliant with all of these requirements.

If you contract with DFPS to provide residential services to children in foster care, you will also need to become familiar with basic information about Child Protective Services and the foster care system.

**It is important to carefully review the Residential Contract, the Residential Child Care Minimum Standards and Service Level Standards, to determine how you will meet the requirements of each, and gain an understanding of foster care BEFORE you apply for a contract.**

## Overview of Child Protective Services

Through its CPS Program, DFPS provides child welfare services to the state's children and families by:

- Investigating reports of abuse and neglect of children;
- Providing services to children and families in their own homes;
- Placing children in foster care;
- Providing services to help youth in foster care make the transition to adulthood;
- Placing children in adoptive homes; and
- Establishing contracts for residential child care and support services for children and families.

## CPS Principles of Practice



The principles of practice used by CPS include strengthening families, reducing the disproportionate and over-representation of African American children in the Texas child welfare system, and enhancing community-based relationships. The purpose of these principles is to emphasize the importance of providing child welfare services in a family focused, strength based, and culturally competent manner. While the ultimate child welfare outcomes are the safety, permanency, and well-being of children, the entire family is the focus of intervention and case planning practices.

## CPS Process

**Intake and Investigation** State law requires anyone who suspects a child is being abused and/or neglected to report their concerns to DFPS Statewide Intake hotline at 1-800-252-5400 or <http://www.txabusehotline.org>. When an intake is assigned, CPS caseworkers conduct an investigation to determine whether child abuse or neglect has occurred and assess the risk of further harm to the child. After the completion of the investigation, a CPS case may be closed with no further services provided, or a CPS case may be opened in another stage of service depending on the degree of risk of harm to the child.

**Family Based Safety Services and Family Preservation** When a child's safety can be reasonably ensured, CPS provides family based safety services (FBSS) in the child's home to help stabilize the family and reduce the risk of future abuse or neglect. These services may include, but are not limited to, family therapy, crisis intervention, parenting classes, and substance abuse treatment.

**Child Substitute Care and Family Substitute Care** When a determination is made during an investigation or the provision of family based safety services that it is not safe for a child to remain with his or her family, CPS petitions the court to remove the child from his or her home and grant temporary managing conservatorship to DFPS. When a child is in imminent danger of physical or sexual abuse if he or she remains in the home, CPS may remove a child prior to petitioning the court. As managing conservator of a child, DFPS is legally responsible for the child and assumes the rights and duties of the non-parent managing conservator as defined in the Texas Family Code.



When DFPS is granted managing conservatorship of a child, CPS usually places the child in substitute care. Substitute care means that the child is placed out of his or her own home and into kinship care or foster care. CPS first seeks to place the child with a non-custodial parent, relative or close family friend (i.e., “kinship care”). If a kinship caregiver is not available or able to care for a child, CPS places the child in foster care. Whenever possible and depending on the

needs of the child, CPS seeks to place the child in the most family-like setting, closest to the child’s home community, and with siblings.

When a child is placed in substitute care, CPS develops a Child Plan of Service, establishes a permanency goal, and ensures that all medical, dental, therapeutic and other services are received for the child. (See the following section on Helpful Information for Serving Children in Foster Care). CPS also develops a Family Plan of Service and provides services to the parents, children remaining in the home, and other household members (i.e., family substitute care) in an effort to stabilize the family, reduce or eliminate abuse and neglect, and return the child to a safe family environment.

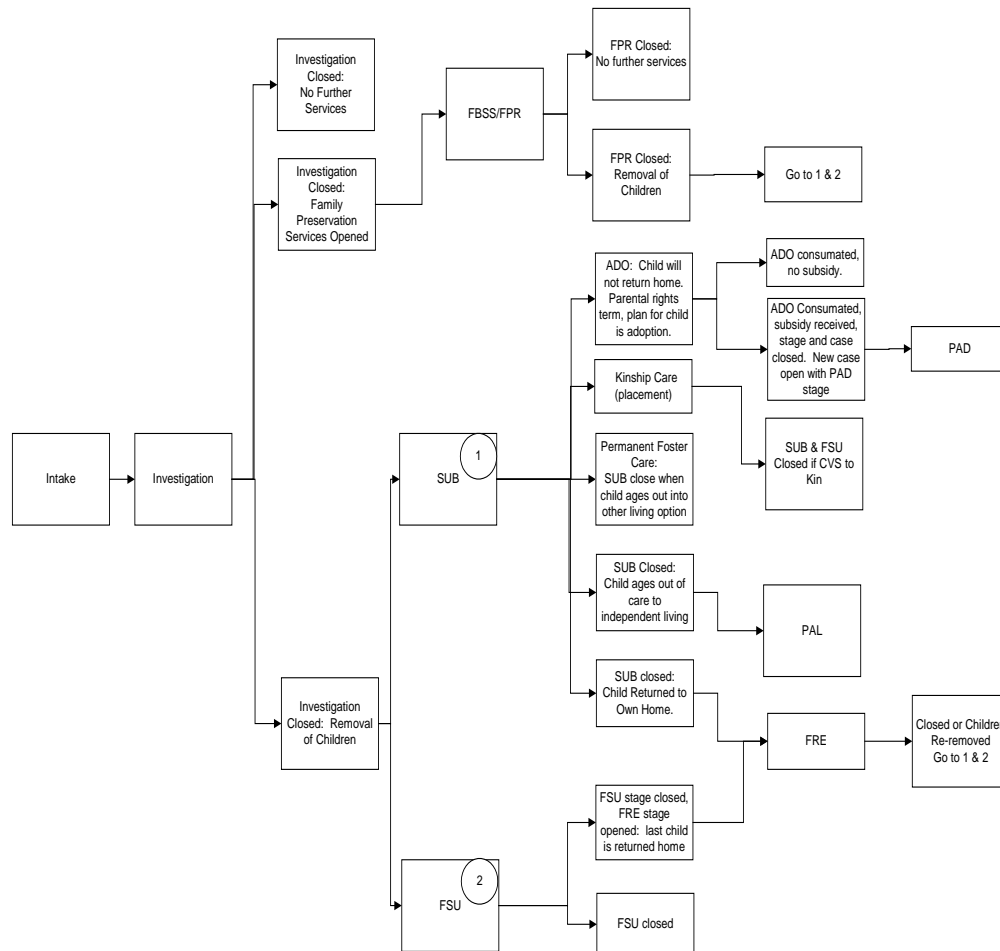
Youth between the ages of 18 and 22 years who are in DFPS conservatorship on their 18th birthday are eligible to remain in foster care voluntarily, or return to foster care after leaving, under certain circumstances.

**Adoption and Post Adoption** If it is not possible for a child to return home, the court may legally terminate parental rights and make the child available for adoption. When a child is placed with an adoptive family, CPS provides services to help make the adoption successful. Children who have been adopted may be eligible for adoption assistance, which includes financial and/or medical support.



**Preparation for Adult Living (PAL)** Youth in DFPS conservatorship who are 16 years of age or older receive PAL services. Services and financial supports are also available to youth who have aged out of foster care and have transitioned to adult living.

The following flow chart demonstrates CPS processes in providing services.



ADO	Adoption
CVS	Conservatorship
FBSS	Family Based Safety Services
FPR	Family Preservation Services
FRE	Family Reunification
FSU	Family Substitute Care
KIN	Kinship Services
PAD	Post Adoption Services Care
PAL	Preparation for Adult Living
SUB	Child Substitute Care



## Helpful Information for Serving Children in Foster Care

When CPS places children outside their homes and there is no appropriate non-custodial parent, relative, or close family friend that the child can be placed with (i.e., kinship placement), CPS may place the child in foster care. Foster care is meant to be temporary until a permanent living arrangement can be obtained.

### Characteristics of Children

Children who enter foster care are often in poor health. Many children have multiple and complex physical health, mental health, and developmental needs. They may have health problems due to poverty, such as low birth weight and malnutrition. They are also at risk for conditions associated with parental neglect, physical or sexual abuse, parental substance abuse, or mental illness, and the separation and loss associated with out-of-home care.



### Permanency Goal

DFPS establishes a permanency goal for each child in its managing conservatorship. Permanency goals are intended to keep a child safe and secure in a permanent living arrangement. Residential contractors are required to provide services that are consistent with the child's permanency goal.

The Permanency goals are located in the Texas Family Code, Title 5, Texas Family Code §263.3026 in the following order of priority:

- Family preservation;
- Family reunification;
- Alternative family placement with long-term commitment consisting of:
  - Adoption and care by a relative;
  - Permanent conservatorship and care by a relative;
  - Adoption and care by an unrelated family;
  - Permanent conservatorship and care by an unrelated family;
  - Care by a foster family with DFPS having permanent conservatorship;
  - Care in some other family arrangement with DFPS having permanent conservatorship;

- Another planned living arrangement with support of a family consisting of:
  - Preparation for independent living, for youth who are at least 16 years old and have no developmental disability; or
  - Preparation for adult living with community assistance in the most integrated setting, for youth who are at least 18 years old and who have a developmental disability.

## Court of Continuing Jurisdiction

The court that awarded conservatorship to DFPS (i.e., court in child's legal county) maintains jurisdiction of the case even though the child may be placed in another county (i.e., child's placement county). This happens in most cases but not all cases, as rarely jurisdiction may be transferred to another court. CPS staff is required to attend regular court hearings in the court of continuing jurisdiction concerning the child's case and to abide by all court orders. When requested by DFPS, residential contractors are also required to attend and/or testify at court hearings.

## CPS Caseworker

A CPS caseworker will be assigned to each child's case, visit the child regularly, and serve as the DFPS point of contact for all matters concerning the child. The child's primary caseworker is usually located in the child's legal county. If the child is placed out of region and depending on placement type, the child may also be assigned an I See You worker. I See You workers serve as courtesy caseworkers and visit the child regularly to ensure all of the child's needs are being met in the current placement. "Placed out of region" means that the child is not placed in the DFPS region containing his or her legal county (i.e., "legal region"). For a map of DFPS regions, see [http://www.dfps.state.tx.us/images/maps/DFPS\\_Regions.pdf](http://www.dfps.state.tx.us/images/maps/DFPS_Regions.pdf).

## CPS Placement Processes

CPS seeks to address the best interests of children through placement in the most family-like setting appropriate for the child. CPS staff must consider the following issues every time they select a placement outside the home:

- Placement with non-custodial parents or kinship caregivers;
- The child's best interests;
- The child's permanency plan;
- The caregiver's ability to meet the child's needs;
- The setting best suited to meet the child's needs;



- The child's or youth's preferences;
- The least restrictive, most family-like setting available;
- Close proximity to the child's home; and
- Placement with siblings.

After appropriate actions have been taken to explore possible relative and/or other kinship placements, and it has been determined that a placement in foster care is needed, the CPS caseworker makes a referral to a component of the Centralized Placement Team.

The Centralized Placement Team includes:

- The Centralized Placement Unit (CPU);
- Residential Treatment Placement Coordinators (RTPCs); and
- Developmental Disability Specialists (DDS).

The Centralized Placement Team reviews the child's information, tracks placement vacancies via the Child Placement Vacancy Database ("Xtranet"), and determines the least restrictive placement option that best meets the needs of the child. As a contractor, you will also be required to make daily entries into the Xtranet as to your vacancies.

If you contract with DFPS, a member of the Centralized Placement Team may contact you when seeking placement for a child. You will be provided background information on the child in order to determine your program's ability to meet the individual child's needs. Although CPS caseworkers play a critical role in referring children to the Centralized Placement Team, they do not broker placements with residential providers.

The placement packet includes:

- Either the DFPS [Form 2087](#), Common Application for Placement of Children in Residential Care containing detailed information about the child or, in emergency placement situations, the Alternative Application for Placement of Children in Residential Care ([Form 2087-ex](#)), containing basic information about the child;
- The child's Authorized Service Level; and
- Medical, behavioral health or other applicable information.

Once you have accepted a child for placement, the child's CPS caseworker will admit the child to your operation and serve as your point of contact concerning the child thereafter. Your operation will also be required to sign and abide by DFPS [Form 2085-FC](#), Placement Authorization for Foster Care/Residential Care or DFPS Form 2085-LR, Placement Authorization for Legal Risk for each child upon placement.

**DFPS cannot guarantee the placement of any children or a certain number of children with your residential operation. You will not receive any funding unless children are placed with your operation.**

## **CONSIDERING A RESIDENTIAL CONTRACT**

**Make sure you are ready to provide the service BEFORE you apply for a contract.**

If you are interested in contracting with DFPS to provide residential services to children in foster care, you should ensure that you are ready to meet all of the requirements of the Residential Contract. You may also want to talk to one or more residential providers who currently have a contract with DFPS to serve children in foster care. These providers can share valuable information about their experiences and prepare you for some of the issues you will face. The following are some issues to consider:

### **What types of services are you interested in providing?**

If you do not have a residential child care license (i.e., permit), you should first decide what type of license you will apply for. Examples of residential child care license types include:

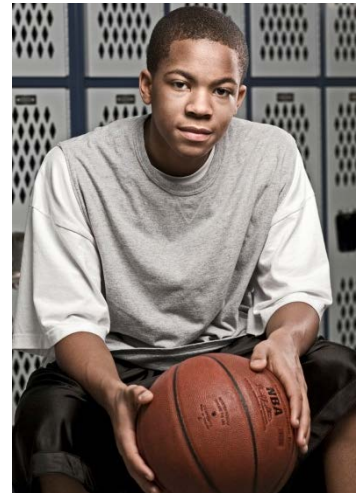
- Child-placing agencies (CPA) providing one or more of the following services:
  - Child-Care Services;
  - Treatment Services; and/or
  - Transitional Living Services;
- General residential operations (GRO) providing one or more of the following services:
  - Emergency Care Services;
  - Child-Care Services;
  - Treatment Services;
  - Transitional Living Services; and/or
  - Residential treatment centers (RTCs).



(Also see: [http://www.dfps.state.tx.us/Child\\_Care/Other\\_Child\\_Care\\_Information/childcare\\_types.asp#24hour](http://www.dfps.state.tx.us/Child_Care/Other_Child_Care_Information/childcare_types.asp#24hour) for an explanation of the types of residential child care). You should arrange to attend an inquiry meeting offered through the RCCL Division. You can find out about inquiry meetings held in your area online at [http://www.dfps.state.tx.us/Child\\_Care/Residential\\_Child\\_Care\\_Licensing/become\\_residential\\_provider.asp](http://www.dfps.state.tx.us/Child_Care/Residential_Child_Care_Licensing/become_residential_provider.asp) or by contacting your local DFPS office and asking for an RCCL representative.

## What are the characteristics of children you wish to serve?

- Are you only interested in serving children with basic needs (e.g., have routine needs that are expected for a child of a given age and level of development)?
- Are you interested in serving children with special needs, such as primary medical needs, mental retardation, and/or emotional disorders?
- What age group and gender do you wish to serve?
- Are you interested in serving youth 16 to 17 years of age?
- Are you interested in serving young adults 18-22 years of age who have aged out of DFPS conservatorship and remain in foster care with voluntary placement agreements?
- What Service Levels do you wish to serve? (The Service Level Standards are incorporated as Attachment C to the Residential Contract located at: [http://www.dfps.state.tx.us/PCS/Residential\\_Contracts/contract\\_forms.asp](http://www.dfps.state.tx.us/PCS/Residential_Contracts/contract_forms.asp).)



## What resources and supports do you have available?

- Do you have access to experienced staff and other resources to provide/maintain compliance with the necessary services, administration, business, and financial requirements of the Residential Contract?
- Do you have sufficient funding? DFPS cannot guarantee the placement of children and you will only receive payment when children are placed in your operation.
- Do you have the support of your community?

## Are you able to comply with contract terms defined in the Residential Contract?

[http://www.dfps.state.tx.us/PCS/Residential\\_Contracts/contract\\_forms.asp](http://www.dfps.state.tx.us/PCS/Residential_Contracts/contract_forms.asp)

Ensure that you carefully review the most current version of the Residential Contract and that the policies, procedures and practices of your agency comply with Contract expectations. There are many requirements that are different than those of RCCL Minimum Standards, so if you do not take the time to update your policies, procedures and practices, you may not be granted a contract.

## What is the timing to apply for both a license and a contract?

It is important to carefully time the application for a license and a contract.

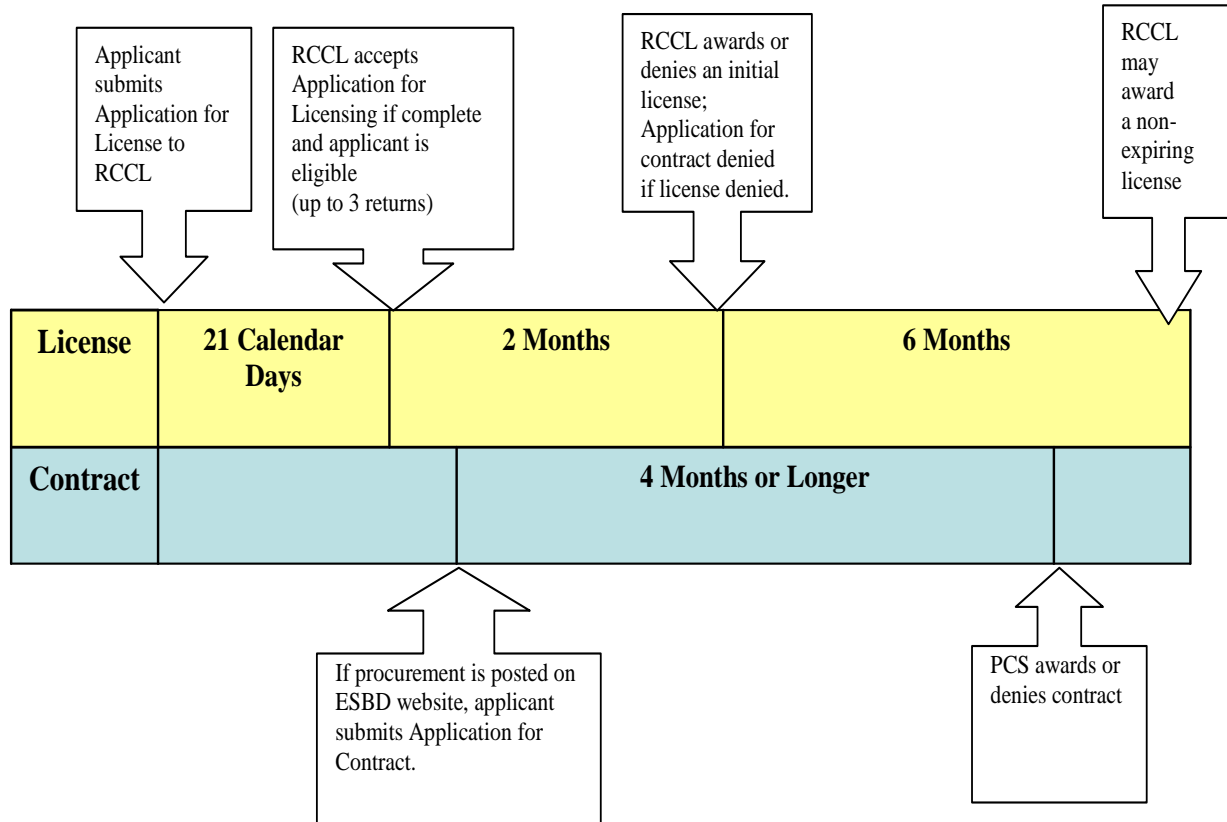
DFPS will only contract with licensed residential providers.

DFPS only periodically posts procurements for a residential contract. (For more information, see the following section on “Determining Whether There Is a Procurement.”).

- **Application for a Contract** You must have a letter from Residential Child Care Licensing acknowledging acceptance of your application for a license before you can apply for a contract. This letter does not mean that you have been granted a license, but rather, that your application is complete.
- **Award of a Contract** You must have an initial residential child care license before DFPS can award a contract. If you do not receive a license within 60 days of applying for a contract, your application for a contract will be denied. See the link below for information on applying for a license.  
[http://www.dfps.state.tx.us/Child\\_Care/Residential\\_Child\\_Care\\_Licensing/become\\_residential\\_provider.asp](http://www.dfps.state.tx.us/Child_Care/Residential_Child_Care_Licensing/become_residential_provider.asp)

The timeline for a residential child care license and a residential contract application is provided (below) on the following page. Please note that it will take longer to obtain a license and/or a contract if you do not fully complete and provide all of the information requested in the residential child care license application and the residential contract application. If RCCL or PCS needs to request that you send additional information, then the process takes longer.

## Timeline for Residential Child Care License and Residential Contract Application



## APPLYING FOR A RESIDENTIAL CONTRACT

### Determining Whether There Is a Procurement

Determine whether there is a current contract procurement (i.e., solicitation for a contract) posted for the type of service you wish to provide on the Electronic State Business Daily (ESBD) website. Please note that procurements for residential contracts are only posted periodically.

To determine whether a procurement is posted:

- Go to the ESBD website at <http://esbd.cpa.state.tx.us/>;
- Under Agency, select the Department of Family and Protective Services from the drop-down list;
- Click the “Go” box;
- Review the list of DFPS procurements to determine whether there is a current procurement posted for the type of service you wish to provide; and

- Click on the type of service you wish to provide, if available, and download the procurement information.

**DFPS cannot accept an application for residential contract unless a procurement is posted for your license type.**

## **Completing and Submitting the Response/Application**

**Incomplete applications may be denied, or at a minimum, result in a delay of the award of a contract.**

- Carefully review and fully complete all of the forms and other information requested in the procurement on the ESBD website for the service.
- If you have any problems or questions in completing the residential contract response/application, contact the Procurement Officer listed in the procurement on the ESBD website.
- When developing policies, procedures, and processes required by the procurement:
  - Carefully review, compare, and address the requirements of the Residential Contract, Residential Child Care Minimum Standards and Service Level Standards. This will save you time and allow you to submit the same information to RCCL, Residential Contracts, and the Service Level Monitor.
  - Be sure to provide detailed timeframes, specific processes for implementing the requirement, and the staff position responsible for the task.
- Attach a copy of the Letter of Acceptance from RCCL for your residential child care licensing application or a copy of your residential child care license.
- If you withdraw your response/application for a residential child care license, notify the Procurement Officer listed no later than the withdraw deadline date that is within the procurement document on the ESBD website.
- The response/application must be received by HHSC-PCS no later than the due date within the procurement document on the ESBD website.

**Late applications will be denied.**



## **The Response/Application Assessment**

### **Initial Review**

When your response/application is received by HHSC-PCS, they will:

- Determine whether the initial requirements have been met;
- Notify you whether your response/application has been denied or if additional information is needed.

If your response/application has been accepted, HHSC will forward the contract application to:

- The Residential Contracts Division for a readiness assessment.

### **Readiness Assessment and Service Level Monitoring Assessment**

The residential contract readiness assessment and the service level monitoring review will occur simultaneously. The purpose of the readiness assessment is to determine whether your operation complies with residential contract requirements and has the systems in place to perform the contracted services. The purpose of the service level monitoring assessment is to determine whether your operation complies with Service Level Standards (Attachment C of the Residential Contract).

The Residential Contract Manager (RCM) and the Service Level Monitor will review your application and may request additional information or clarification. If all of the needed information has been received, the RCM and the Service Level Monitor will contact you to arrange an onsite assessment. The RCM and Service Level Monitor will coordinate their respective on-site assessments when practicable.

### **Final Review**

The RCM and the Service Level Monitor will forward the results of their assessments to State Office for a final review:

\*DFPS will not place children with your operation until direct care staff are on board and you are ready to accept children.\*

If the recommendation is to award a contract:

- The RCM will forward the contract to you for your signature;
- The RCM will negotiate a start date with you; and
- DFPS will co-sign the contract.

If the recommendation is to NOT award a contract, the Procurement Officer will send you a denial letter.

## CONTRACT AWARD

### Assignment of Residential Contract Manager (RCM)

When you are awarded a contract, an RCM will be assigned to your contract throughout the life of the contract. RCMs are regionally based and will be your point of contact for all matters concerning your Residential Contract.

The role of the RCM is to:

- Assess, monitor, and manage your residential contract;
- Be available on an ongoing basis to provide technical assistance for your operation regarding your Residential Contract;
- Serve as a liaison between DFPS field staff and your operation to ensure effective conflict resolution, input, and communication regarding the requirements of the contract; and
- Work closely with RCCL and the Service Level Monitor to ensure that all contract requirements are met.



### Award of Short Term Contract

DFPS will award a new contractor a short term contract, for a period of a year or less. At the end of this period, depending on performance, DFPS may:

- Award a standard contract for the period of one year;
- Award a provisional contract with conditions;
- Or not renew your contract.

## FINANCIAL INFORMATION

### Rates for Payment

You may view the 24 Hour Residential Child Care Rates located at [http://www.dfps.state.tx.us/PCS/rates\\_childcare\\_reimbursement.asp](http://www.dfps.state.tx.us/PCS/rates_childcare_reimbursement.asp). These rates are set by the Health and Human Services Commission (HHSC) and updated biennially.

## Other Funding Sources

To help ensure the sustainability of your operation, you should consider diversification of funding. As discussed previously, DFPS cannot guarantee the placement of children with your operation or sufficient funding to support your operation. If your operation is non-profit, you are encouraged to raise additional support through fund-raising, donations, application for grants, or other methods that are acceptable under the terms of the Residential Contract.

## Payment

You will be issued a Vendor ID by the Comptroller of Public Accounts (i.e. “the Comptroller”), unless a Vendor ID has already been established during a previous state contract. You may also sign up for direct deposit by completing the Vendor Direct Deposit Authorization form provided by the RCM.

When a child is placed with your operation, the CPS caseworker enters information about the placement into an electronic system. Generally timeframes for billing each month are:

- On the third business day of each month, invoices are generated for review by the regional Foster Care Billing Coordinator; and
- Payment processing occurs through the DFPS automated system IMPACT, and takes approximately 1-week. Provider statements are sent separately after payments have been processed.

If you do not receive payment and/or the Itemized Provider Statement, you may call the following resources.

### **State Office Foster Care Billing Program Specialist at: 512-919-7846**

- Check status of payment
- Report lost or stolen check
- Report failure to receive payment

### **CPS Regional Foster Care Billing Coordinator in child’s legal region.**

Child Protection-Foster Care Billing contact information is located at: [https://www.dfps.state.tx.us/Adoption\\_and\\_Foster\\_Care/About\\_Foster\\_Care/billing.asp](https://www.dfps.state.tx.us/Adoption_and_Foster_Care/About_Foster_Care/billing.asp).

- Check status of payment
- Errors in payment
- Missing information

\*Please note that if children from multiple regions are placed with your operation, you will contact multiple regional Foster Care Billing Coordinators.\*

## **Cost Reporting**

As a contractor, your operation will be required to submit cost reports to the Health and Human Services Commission (HHSC). If you do not intend to perform this duty yourself, please ensure that you plan for the cost of contracting out this responsibility. The individual signing the Cost Report Methodology Certification must complete special training. For more information review the HHSC Cost Reporting website at: <http://www.hhsc.state.tx.us/rad/long-term-svcs/24rcc/index.shtml>.

### **Important Cost Reporting Information**

If you do not comply with Cost Reporting requirements:

- Your operation may be placed on vendor hold, which means your payments will be held; or
- Your contract may be terminated.

**Failure to comply with Cost Reporting requirements can result in being placed on vendor hold (i.e., pay hold) or termination of contract.**

## **SERVICE LEVEL MONITOR**

The Service Level Monitor has three primary roles:

- Assessing applicants preparedness to meet the Service Level Standards;
- Determining the service level for each child having a service level of Moderate, Specialized or Intense; (The CPS caseworker determines a service level of Basic.); and
- Annual monitoring of residential providers contracted with DFPS to ensure compliance with the Service Level Standards, Attachment C, and Residential Contract. (The Service Level Monitor does not monitor non-financial providers or General Residential Operations providing Emergency Care Services.)

### **Determination of Child's Service Level**

The Service Level Monitor authorizes a service level based on the child's level of need. You will be required to provide services to each child based on his or her service level.

## Initial Service Level Authorization

An initial service level is requested from the Service Level Monitor when a child:

- Does not have an initial authorized service level; and
- Has needs that appear to be more than Basic.

In most cases, only the child's CPS caseworker may request a service level authorization from the Service Level Monitor. However, Child Placing Agencies may request an initial service level from the Service Level Monitor and receive retroactive payment for the new service level when certain conditions are met, as outlined in the Residential Contract.



When the Residential Contract conditions are met that allow you to request a service level, you must submit the following documents to the Service Level Monitor according to the timeframes required in the Residential Contract:

- **DFPS Form 2089c**, Provider LOC Authorization Request form (located at [http://www.dfps.state.tx.us/site\\_map/forms.asp](http://www.dfps.state.tx.us/site_map/forms.asp));
- **DFPS Form 2087**, Common Application for Placement of Children in Residential Care form (located at [http://www.dfps.state.tx.us/site\\_map/forms.asp](http://www.dfps.state.tx.us/site_map/forms.asp));
- For children with emotional disturbance, psychological or psychiatric evaluation completed within 14 months;
- For children with medical needs, an evaluation by a physician describing medical conditions or disabilities; and
- (Optional) Information describing any extenuating circumstances, incident reports, etc.

When the child's CPS caseworker is requesting the service level, you may provide information and documentation to the caseworker to help support the need for the proposed service level.

## Scheduled Utilization Review of Service Level

Service levels are only valid for the period of time specified below and must be reviewed and re-authorized by the Service Level Monitor prior to expiration:

- Service Level of Moderate—every 12 months; and
- Service Levels of Specialized and Intense—every 3 months.

This review is called a “scheduled utilization review.”

During the scheduled utilization review, the Service Level Monitor reviews the child's clinical/treatment record for the previous 30 days. Clinical/treatment records include:

- Current service or treatment plan;
- Caseworker monthly narrative for the child;
- The child's medical and behavioral health records and therapy notes (i.e., physical, occupational, speech, and behavioral health therapy);
- Daily caregiver reports;
- School reports;
- Recent special evaluations; and
- Serious incident reports.



The CPS caseworker will coordinate with you to ensure that the Service Level Monitor receives all the necessary clinical/treatment records in a timely manner.

### **Non-scheduled Reviews of Service Level**

When a child's needs change outside of the period for the scheduled utilization review, the caseworker may request the Service Level Monitor to conduct a special review to evaluate the need to change the child's service level. This review is called a "non-scheduled utilization review."

Although you may not directly request the Service Level Monitor to conduct an unscheduled review, you may ask the CPS caseworker to request the review. The Service Level Monitor reviews the child's clinical/treatment record, as described above under "Scheduled Utilization Review of Service Level," for the previous 30 days. The CPS caseworker will coordinate with you to ensure that the Service Level Monitor receives all the necessary clinical/treatment records in a timely manner.

### **Utilization Review (UR) Report**

At the conclusion of an initial, scheduled or non-scheduled utilization review, the Service Level Monitor issues a UR report authorizing the child's service level.

### **Appeal of Service Level Determination**

If you disagree with a service level authorized for a child, one of the following individuals may appeal the decision within 10 days of receipt of the UR report from the Service Level Monitor:

- Your operation's Executive Director; or

- Your operation's Clinical Director.

The appeal is addressed to the Service Level Monitor's Executive Director. Upon receipt of the appeal, the Service Level Monitor conducts an administrative review by reviewing the same information submitted for the initial, scheduled or non-scheduled utilization review. During the administrative review, the Service Level Monitor may reverse or uphold the finding.

If the Service Level Monitor upholds the finding, the individuals identified above may request a service level peer review within five days of receiving notice from the Service Level Monitor. The service level peer review committee consists of DFPS staff and residential providers selected by the CPS Assistant Commissioner. The service level peer review committee reviews the same information that was submitted for the initial, scheduled, or non-scheduled utilization review and makes a recommendation to the Assistant Commissioner of CPS. The Assistant Commissioner of CPS makes the final decision concerning the child's service level.

## **Annual Service Level Monitoring**

The Service Level monitor will conduct an annual review to ensure the compliance of your operation with Service Level Standards. The Service Level Monitor will notify you of the date of the service level monitoring and whether:

- The monitoring will be conducted onsite; or
- You need to forward information to the Service Level Monitor for review.

## **STAR HEALTH**

STAR Health is a statewide managed care program that provides comprehensive health care to children in foster care and kinship care, including medical, behavioral health, dental and vision care.

All health care for children in DFPS conservatorship who are placed with your operation must be accessed from STAR Health. This means that any health care providers (i.e., doctors, behavioral health therapists) who treat these children must be STAR Health providers.

If you wish to work with a healthcare provider who is not a STAR Health provider but is interested in enrolling, you may refer him or her to:

- Vision Services: 866-642-8959;
- Behavioral Health Services: 866-218-8263;



- Dental Services: 888-308-4766; or
- Main Phone Number: 866-912-6283.

## Benefits of STAR Health

The goal of STAR Health is to provide a medical home for each child and coordinated, uninterrupted health care when a child changes placements. Components include:

- Enrollment for access to Medicaid benefits;
- An initial Texas Health Steps evaluation within 30 days of entering foster care, for all children;
- Integrated physical and behavioral health care;
- Healthcare coordination through a medical home and service management;
- Enhanced access to services through a network of providers and service coordination;
- Dental, vision and pharmacy services;
- A health passport;
- 7 day, 24 hour Nurse and Behavioral Health Hotlines available to members, caregivers; and medical consenters.



For additional information, see;

- The STAR Health website at <http://www.fostercaretx.com/>; and
- The DFPS Medical Services website at [http://www.dfps.state.tx.us/Child\\_Protection/Medical\\_Services/guide-star.asp](http://www.dfps.state.tx.us/Child_Protection/Medical_Services/guide-star.asp).

## Health Passport

The Health Passport is a secure electronic health information website that is available on the Internet. It contains some basic healthcare information for each child, but not all the health information about the child.

## Components of Health Passport

At a minimum, the Health Passport will contain:

- The child's name, birth date, address and Medicaid ID number;



- The names and addresses of the child’s doctors, other healthcare providers and medical consenters;
- A record of each visit to a doctor or other healthcare provider, including routine checkups;
- A record of the child’s shots (vaccinations);
- A child’s known health problems and allergies; and
- Information on all medications.

Most information in the Health Passport comes from Medicaid and pharmacy claims. Healthcare providers may take up to 90 days to submit claims after providing treatment or services, therefore, not all information in the Health Passport will be up to date. However, some information, such as allergies and prescriptions, will be fairly up to date.

### **Access to Health Passport**

Foster parents and staff with your operation will have access to children’s Health Passport records as follows:

- Foster parents will have access to the Health Passport records of children they are serving as medical consenters for; and
- A limited number of staff with your operation will have access to the Health Passport records of children placed with your operation.

For information on the provision of medical consent for children in DFPS conservatorship, see:

- [http://www.dfps.state.tx.us/Child\\_Protection/Medical\\_Services/guide-consent.asp](http://www.dfps.state.tx.us/Child_Protection/Medical_Services/guide-consent.asp).

## **ANNUAL ASSESSMENT**

**An Annual Assessment of every residential contractor is conducted during the life of the contract.**

## **Purpose of Annual Assessment**

The purpose of the Annual Assessment is to:

- Conduct a comprehensive assessment of your operation's performance; and
- Recommend whether DFPS should continue contracting with your operation and under what conditions.

## **Components of Annual Assessment**

The annual assessment consists of a full State Fiscal Year review of your operation's performance and compliance with Residential Contract requirements, Residential Child Care Minimum Standards, and Service Level Standards.

During the annual assessment, the RCM will:

- Review various documents and reports, such as your compliance with Residential Child Care Minimum Standards, organizational chart, staffing plan and longevity of key management staff; and
- Conduct an onsite assessment, (if required) which includes:
  - Walking through your physical plant and taking pictures (except child placing agencies);
  - Asking you questions about your operation;
  - Discussing performance trends and patterns of compliance with the Residential Contract, Residential Child Care Minimum Standards and Service Level Standards;
  - Answering any questions you may have about your Residential Contract; and
  - Informing you of any upcoming changes to the Residential Contract.

At the conclusion of the annual assessment, the RCM will talk with you about any unresolved issues.

## **PERFORMANCE MEASURE REPORTING**

Contractors are responsible for collecting, reporting, and maintaining documentation related to performance measures. For some identified measures, contractors must self-report this data to DFPS through the Performance Management Evaluation Tool (PMET). PMET is a web based electronic system accessible at the DFPS Public Website Home Page.

The PMET User Guide can be found at this link:  
<http://www.dfps.state.tx.us/application/PCSPMET/PMET%20User%20Guide.pdf>.

## **CONTRACT MONITORING**

### **Purpose of Contract Monitoring**

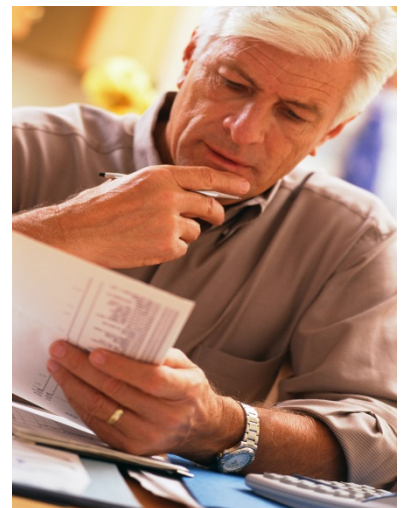
In addition to the annual assessment, many contractors require monitoring.

Contract monitoring is a systematic examination of a contractor's:

- Billing and Financial Internal Controls
- Personnel,
- Services,
- Children and caregiver records, and
- Program activities.

Many residential contracts also require monitoring which is more in-depth review of contractor performance than an assessment.

The objective of contract monitoring is to ensure that you comply with applicable state and federal regulations, DFPS policies and procedures, the requirements of the Residential Contract, and that funds are expended appropriately.



### **Contract Monitoring Is Based on Risk**

DFPS staff determines the level of risk of each contract by completing a Risk Assessment Instrument (RAI) annually. Whether a contract requires monitoring and the frequency is determined each year by this process. Some of the factors that may prompt the need for monitoring may include, but are not limited to:

- Dollar amount of contract exceeds \$1 Million;
- Amount of contract has significantly increased in the last 2 years;
- Monitoring has not been completed in more than 24 months;
- Operational controls are weak;
- A history of noncompliance and child safety concerns has been identified;

- A number of weaknesses related to quality of services has been noted;
- Contractor is on evaluation or probation with RCCL; and
- A number of complaints from CPS or other stakeholders have been received.

## **Notification of Contract Monitoring**

If your contract requires monitoring, the RCM will contact you at least 30 days in advance to provide informal notification of the monitoring visit. The RCM will follow up with written notification of the scheduled monitoring dates and arrival times. At the conclusion of the monitoring visit, the RCM will conduct an exit conference and provide verbal notification of findings.

## **Contract Monitoring Report**

You should receive a monitoring report within 30 days of the exit interview. You may contact your RCM if there is a delay in the receipt of your monitoring report.

The monitoring report may:

- Include findings of noncompliance with the Residential Contract; or
- Offer technical assistance for the operation.

Findings of noncompliance are common, especially for new operations, and most can be resolved quickly.

## **Residential Contractor Response to the Monitoring Report**

Your monitoring report will outline specific findings of noncompliance, if any, that were identified during the monitoring process. You will be asked to provide a corrective action plan that should specifically detail:

- Agreement or disagreement with each of the findings;
- In the case of disagreement, sufficient detailed information to support compliance with the applicable contract requirements; or
- In the case of agreement, the corrective action plan that will be taken to remedy each of the findings of noncompliance.

**You will have an opportunity to provide a written response to each finding of noncompliance and information to support compliance with applicable contract requirements.**

## **Corrective Action Plan**

When your monitoring report notes findings of noncompliance with the Residential Contract, you will be required to:

- Develop a Corrective Action Plan outlining your plan and timeframes for correcting each violation; and
- Submit the Corrective Action Plan to the RCM within specified timeframes for approval.

The RCM will follow up with you to ensure that the areas of non-compliance were corrected within the agreed upon timeframe.

## **Remedies**

If you fail to correct any findings of noncompliance with the Residential Contract, DFPS may take other actions deemed necessary to ensure compliance. (See the section outlining “Remedies” in the Residential Contract). These include, but are not limited to:

### **Recovery of Payment or Imposing Financial Remedies**

Examples of situations in which DFPS may suspend payment include, but are not limited to:

- Failure to submit cost reports in a timely manner; or
- Placement of vendor hold (i.e., payment hold) on your operation by the Internal Revenue Service (IRS).



### **Removal of children and/or suspension of further placement**

When the health, safety or well-being of children is jeopardized, DFPS may take the following actions until your operation becomes compliant:

- Remove children;
- Allow existing children to remain in the placement but suspend future placements (full suspension of placements of children); or
- Allow existing children to remain in the placement but limit the number of future placements your operation can accept (limited lifting of suspension of placements of children).

## Suspension of your contract

Examples of situations in which DFPS may suspend your contract, include but are not limited to:

- RCCL action on your residential child care license; or
- Contract action on your Residential Contract.

## CONTRACT RENEWAL

### New Procurement Requirement

You may need to complete a new procurement at a future date after the award of your contract. The RCM will notify you in writing of the due date for your new procurement application, if you are required to re-apply.

### Renewal Fiscal Year

Most contractors will need to renew their contracts on a one-year or two-year cycle. The RCM will send you a notice requesting completion of the renewal forms by a certain date. These forms are located at [http://www.dfps.state.tx.us/PCS/Residential\\_Contracts/contract\\_forms.asp](http://www.dfps.state.tx.us/PCS/Residential_Contracts/contract_forms.asp). This renewal process is less complicated than the procurement process.

## CONTRACT TERMINATION

### Reasons for Termination

Your contract may be terminated for reasons which include, but are not limited to:

- **Mutual agreement** In this case, your operation or DFPS, depending on which party is initiating the termination, must give 30 calendar days notice to the other party. If your operation is terminating the contract, you will give the 30 calendar day written notice to your RCM;
- **Expiration of the contract** In this case, your contract is expiring and your operation or DFPS decides not to renew your contract;
- **Failure to Perform** In this case, DFPS terminates your contract for reasons which include, but are not limited to:
  - Your operation fails to provide services according to contract requirements;
  - Your residential child care license is revoked; or
  - Your operation is found liable for Medicaid fraud.

**The most common examples of situations** in which your contract may be terminated include, but are not are not limited to:

- Concerns for the health, safety, and wellbeing of children placed with your operation;
- Failure to meet Residential Contract requirements;
- Failure to meet Service Level Standards; or
- Failure to meet Residential Child Care Minimum Standards.

## **Contract Dispute Resolution**

The State has processes in place for contract dispute resolution if you disagree with a breach of contract claim or termination of your contract for failure to perform. For additional information, see the following:

- Chapter 2260 of the Texas Government Code; and
- Your Residential Contract.

## **Vendor Performance Tracking System**

The Texas Comptroller of Public Accounts maintains a Vendor Performance Tracking System (VPTS) and state agencies are required to provide information regarding a contractor's performance, in accordance with Texas Government Code §2155.073-77. VPTS provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract award process. DFPS will report to The Texas Comptroller of Public Accounts through the VPTS system, contractors of the amount of \$25,000 and greater, who at a minimum, have had the following incidents associated with their contracts:

- Terminations for Cause;
- Debarments; or
- Substantiated Fraud.

DFPS also may report other adverse actions and unsatisfactory vendor performance.

## **Your Cooperation is Required**

If your contract is terminated for any reason, the Residential Contract requires your cooperation with DFPS during the transition period. DFPS will make every effort to move children by the effective date of the expiration or termination of your contract. You will be reimbursed under the terms of the Residential Contract for any care provided after the date of the termination or expiration of the contract.

## SUMMARY

We hope this guide provides you with some basic information to help you if you are thinking about contracting with DFPS or have recently been awarded a Residential Contract. Use this guide as an opportunity to become familiar with the contracting process and the role of Child Protective Services. Understanding this guide will be useful as you navigate through the steps to becoming a contracted provider. DFPS staff, residential providers, and other interested agencies and individuals are all part of the team it takes to meeting the needs of children in foster care.





## GLOSSARY

**Adoption Assistance (subsidy):** Financial assistance for eligible adopted children (examples: a monthly financial stipend and the reimbursement of non-recurring adoption expenses).

**Aged Out of Care:** A youth who exits substitute care between 18 and 22 years of age.

**Authorized Service Level (ASL):** A Basic, Moderate, Specialized, or Intense service level can be determined by the third-party contractor Youth for Tomorrow. A Basic service level can also be determined by the CPS caseworker and supervisor. The authorized service level is based on information regarding the child's service needs.

**Caregiver:** Individual who attends to the needs of a child.

**Case Plan:** Consists of a Child's Service Plan and a Family Service Plan if services are being provided to the family. The plan addresses tasks for the child and family and the services provided to the child and the family.

**Caseworker:** A DFPS employee who provides casework services to children in substitute care under the conservatorship of the State. When the contract requires approval from or notification of the child's caseworker, the Contractor may utilize the Caseworker's Chain of Command if the Contractor is unable to contact the Caseworker.

**Centralized Placement Team:** The Centralized Placement Team consists of the:

- Centralized Placement Coordinators (also referred to as the Centralized Placement Unit);
- Residential Treatment Placement Coordinators; and
- Development Disability Specialist(s).

The Centralized Placement Team reviews the child's information, tracks placement vacancies, and determines the least restrictive placement option that best meets the needs of the child.

**Centralized Placement Coordinators:** A member of the Centralized Placement Team that determines placements in foster homes and general residential operations.

**Chain of Command:** The administrative structure used in the event the Contractor is unable to communicate with the child's Caseworker. The typical Department chain of command is as follows: Caseworker, Supervisor, Program Director, Program Administrator, and Regional Director. The Department chain of command is identified by the region in which the caseworker is housed.

**Child's Home:** The place of residence of at least one of the child's parents.

**Child Placement Vacancy Database:** The DFPS internet website used by Contractors to report vacancies and by DFPS to assist in finding placements for children.

**Child's Plan of Service:** DFPS' developed plan that addresses the services that will be provided to a foster child to meet each child's specific needs while in substitute care.

**Child Welfare Services:** Services provided by public and private agencies designed to ensure a child's safety, permanency, and well-being.

**Chronic Physical Condition:** A disease or disabling condition of the body, of a bodily tissue or of an organ which will last or is expected to last for at least 12 months; that results, or without treatment, may result in limits to one or more major life activities; and that requires health and related services of a type or amount beyond those required by children generally. Such a condition may exist with accompanying developmental, mental, behavioral, or emotional conditions, but is not solely a delay in intellectual development or solely a mental, behavioral and/or emotional condition.

**Conservatorship:** Legal responsibility, rights and duties that define the relationship between a child and the person(s) or entity appointed by a court to assume these responsibilities.

**Contract Period:** The beginning date through the ending date specified in the term of the original contract including contract renewals and/or contract extensions.

**Cultural Competency:** The ability of individuals and systems to provide services effectively to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individuals and protects and preserves their dignity.

**Developmental Disability Specialists:** A member of the Centralized Placement Team who determines placement in a general residential operation serving children with mental retardation, Intermediate Care Facility for Mental Retardation (ICF-MR), home and community based Medicaid waiver services, nursing home, or state school.

**Electronic State Business Daily (ESBD):** The electronic marketplace described in Texas Administrative Code, Section 2155.083, where state agency procurement opportunities over \$25,000 are posted.

**Family Based Safety Services/Family Preservation (FPR):** Services designed to help children at risk of being placed in foster care to remain safely with their families.

**Family Reunification:** CPS provides regular reunification services to families whose children are returning home at the end of their stay in substitute care. The purpose of the services is to provide support to the family and the child during the child's transition from living in substitute care to living at home (40 TAC §700.703).

**Family Service Plan:** The documented plan for working with the family to remediate the risk of abuse or neglect to the children in the family.

**Foster Care:** DFPS paid substitute care.

**Foster Child:** A child who is in a DFPS-paid substitute care placement.

**Foster Parent:** A person receiving foster care maintenance payments from a Child Placing Agency. This term does not apply to contractor staff from other programs and Intermittent Alternate Care providers. This term is specific to Child Placing Agency programs.

**Health Passport:** An electronic health information system for the medical information of children in the care or custody of DFPS.

**Kinship (Relative) Caregivers:** Unlicensed caregivers who the court has approved for a child's placement because they are related to the child by blood, marriage, or adoption (relative); or have a significant, long-standing relationship with the child's family (fictive kin).

**Managing Conservator:** A person responsible for a child as the result of a district court order pursuant to the Texas Family Code Chapter 153. [See also 40 TAC §700.501(9)].

**Medically Complex or Medically Fragile:** A term describing a child who has a Chronic Physical Condition.

**Minimum Standards:** DFPS rules which are the minimum requirements for permit holders and which are enforced to protect the health, safety, and well being of children. DFPS provides publications that contain the Minimum Standards and guidelines for compliance for each type of operation.

**Monitoring:** Monitoring is a systematic examination of the physical site, financial statements, records, and procedures of a Contractor. It involves many of the techniques and procedures used in auditing, but differs both in scope and purpose. The monitoring process serves as an early warning system, detecting potential problem areas before they become severe and providing plans for corrective action.

**Outcome:** A measure that reflects or reveals change or impact.

**Permanency:** Permanent placement of a child in the child's home, in kinship care, or with an adoptive family resulting in dismissal of the conservatorship of DFPS by the courts.

**Primary Medical Needs:** Specialized care and services needed by children who are medically complex or medically fragile.

**Procurement:** The acquisition of goods and services.

**Readiness Assessment:** Assessing the applicant's readiness to provide residential child care services to children in the conservatorship of DFPS.

**Remedies:** Rights or opportunities under the terms of a contract or applicable law to take action against a contracting party to ensure performance or to redress wrongs. Some examples include the right to pursue actual damages, require corrective action plans, assess liquidated damages, seek an injunction, withhold payment, or terminate the contract.

**Residential Child Care:** The care, custody, supervision, assessment, training, education, or treatment of an unrelated child or children for 24 hours a day that occurs in a place other than the child's own home. Residential child care also includes care provided in child-placing agencies.

**Residential Treatment Placement Coordinator:** A member of the Centralized Placement Team that determines placement in residential treatment centers and therapeutic camps.

**Safety:** Secure from maltreatment or the risk of maltreatment.

**Service Level Monitor:** The contractor engaged by the Department to monitor the Contractor's performance and documentation related to the Service Level requirements set forth in Attachment C of the Residential Contract.

**STAR Health:** A comprehensive managed care system for children in the conservatorship of DFPS, young adults up to age 22 with a voluntary foster care agreement and young adults up to age 21 who are eligible for transitional Medicaid (left foster care following their 18th birthday).

**Substitute Care:**

- A) The residential care and support provided to a child in DFPS' managing conservatorship who has been placed in a living situation outside the child's own home in order to protect the child from abuse or neglect; and
- B) The supportive and behavioral health services provided to the child, the child's parents, and the child's substitute caregiver until the child can either:
  - Return home safely; or
  - Begin to live in another situation without continuing DFPS supervision.

**Well-being:** A condition of meeting a child's overall physical, psychological, developmental, and social needs.