

CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B) **Service Planning and Coordination.**
- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
 - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department (JPD) or Texas Juvenile Justice Department (TJJD) residential case plan;
 - b. Behavioral goals established by the JPD or; TJJD
 - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

- A) **Food.**
- i. The Contractor shall provide food in accordance with requirements of Texas Department of Family and Protective Services (DFPS) Child Care Licensing Minimum Standards.
 - ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
 - iii. The Contractor shall ensure that children have input into meal planning.
- B) **Clothing and Personal Items.**
- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within 30 days after an unplanned discharge;
 - b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;

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- c. Sending the clothing and personal item inventory with the juvenile probation officer (JPO), TJJD staff, or other department designee at discharge for planned discharges; and
- d. Providing the juvenile probation department with the clothing and personal item inventory within 30 days after an unplanned discharge.
- ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - c. Gender and age-appropriate;
 - d. Proportionate to the child's size;
 - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - f. Clean and washed on a regular basis.
- iii. The Contractor shall allow children to label their clothes with their name or initials.
- iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
 - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
 - c. Ensuring sufficient hot water is available for daily baths or showers; and
 - d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

C) Room, Board, and Furnishings.

- i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.
- ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.
- iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT

A) Discipline.

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
- ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:
 - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.
 - b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
 - c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

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B) De-Escalation and Crisis Management.

- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) Educational Activities.

- i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency (“TEA”). The Contractor may request an exception to this requirement from the JPD or TJJD. The Chief Juvenile Probation Officer, or the Senior Director of State Programs and Facilities, or his/her designee may approve the exception request, and such approval must be in writing.
- ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.
- iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor’s care. The contents of the education portfolio must include, if appropriate:
 - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - c. Report cards, progress reports, and/or IEP progress reports;
 - d. Transcripts;
 - e. Standardized test result – TAKS/SDAA/LDAA;
 - f. Referrals, notices or other correspondence;
 - g. Pictures;
 - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to JPD or TJJD staff on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child’s education portfolio to the JPD or TJJD at the time a child is discharged from the Contractor’s care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
 - a. The most current educational documents and records are in each child’s education portfolio; and
 - b. The child’s education portfolio includes the child’s current school withdrawal paperwork.
- vii. The Contractor shall minimize disruptions to a child’s education by scheduling therapy and other appointments outside school hours, whenever possible.

B) Vocational Activities. The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

- i. Has access to appropriate vocational activities and community education programs;
- ii. Receives the assistance needed to maximize the benefit of these activities; and
- iii. Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.

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- D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.
- B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
 - i. Prohibited by court order;
 - ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
 - iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

- A) Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B) Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTOR PARTICIPATION

- A) The Contractor shall participate in conferences required by the JPD or TJJD which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.
- B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C) The Contractor shall participate in any other meetings required by the JPD or TJJD or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

- A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

- A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.