DHHS 91266
Residential Small Group Home

Article 1
PURPOSE and POPULATION

1.1 **Purpose.** The purpose of this contract is to provide maximum intensive support in a residential small group setting to DHHS youth with severe behavioral or emotional needs or disabilities. For behavioral and emotional needs services, the Contractor will provide a short term treatment level of care with the intent to stabilize a youth to step down or return home (not a permanent service level). For disability needs services, the Contractor will provide services until the youth is able to receive disability services through the Division of Services to People with Disabilities ("**DSPD**").

1.2 **Populations Served.**

(a) Residential Small Group Home – Behavioral and Emotional Needs Services (service code "**DBX**"): The Contractor may serve youth, aged from birth through twenty, with complex or intensive needs that affect normal life functioning due to severe emotional or behavioral disorders. Youths receiving services may be stepping down from institutional care or hospitalization. Youths receiving services require intensive services to help them function appropriately in community settings, and to safely transition home or to another permanent living arrangement. This population is not eligible for adult disability service and the treatment focus must include the youth gaining skills to live independently in adulthood.

(b) Residential Small Group Home - Disability Needs Services (service code "**DDX**"): The Contractor may serve youth aged from birth through twenty with disabilities. Youth served in this population may be on the public disability waitlist, be assessed for the public waitlist, or be in process of being placed on the state match waiver with DSPD. For this population, providers must have a current contract issued under DSPD solicitation #91172, *Services for DHHS clients including people with Intellectual Disabilities, Related Conditions (ID.RC) and/or Acquired Brain Injury (ABI) that includes Residential Habilitation Supports services*.

Article 2
DEFINITIONS

2.1 **Definitions.** In this contract, the following definitions apply:

"**Behavioral Intervention**" means the systematic application of a procedure, antecedent or consequence, which has the potential to change behavior.

"**Case Manager**" means the DHHS employee with primary responsibility for the youth.

"**Child and Family Team**" means the group of individuals authorized by the Case Manager to participate in planning, providing, and coordinating the supports and services on behalf of a Person and the Person's Family or Parent.

"**Day Support**" means a program providing a youth with supervision and support in a structured setting, generally outside of the youth's residential placement.

"**DCFS**" means the DHHS Division of Child and Family Services.

"Direct Care Staff" means the Contractor's staff who provide the Person's care, supervision, and treatment, directly to the Person.

"**Division**" means DHHS divisions that provide services to support children, youth, families and adults in their homes, schools, workplaces and communities.

"**Family**" means the youth's biological Family of origin, a kinship caregiver's Family, adopted Family, fictive kin, or other identified permanent caregiver's Family.

"**JJYS**" means the DHHS Division of Juvenile Justice and Youth Services.

"**Licensed Residential Support Home**" means a 24/7 group living environment providing individualized treatment and support services.

"**Non-Clinical Direct Care Staff**" means the Contractor's staff that supervise or provide direct care to youth.

"**OL**" means the DHHS Office of Licensing within the DHHS Division of Licensing and Background Checks.

"**Parent**" means the biological parent of origin, legal guardian, kinship caregiver, adopted parent, or other identified permanent caregiver.

"**Passive Physical Restraint**" means non-violent holding techniques that restrict a youth's free movement and are used solely to prevent a youth from harming any youth, animal, or property, or to allow the youth to regain physical or emotional control of themselves.

"**Person**" means anyone who receives services from DHHS or from a provider pursuant to an agreement with DHHS or funding from DHHS.
"**PII**" means information about an individual that identifies or can be used to identify an individual; distinguishes an individual from one or more other individuals; or is, or can be, logically associated with other information or data, through technology or otherwise, to identify an individual or distinguish an individual from one or more other individuals.
"QMHP" means Qualified Mental Health Professional.

"**UAC**" means Utah Administrative Code.

Article 3
SERVICE REQUIREMENTS

3.1 **Contractor Requirements: Residential Support Programs.** The Contractor shall:

(1) have a current DHHS *Clinical Evaluation and Treatment, Wrap Non-Clinical Support Services, and Forensic Evaluations* ("**CETW**") contract for Psychotherapy Services and Psychosocial Rehabilitative Services, or subcontract with a provider who holds a CETW contract for Psychotherapy Services and Psychosocial Rehabilitative Services.

(2) employ a manager or clinician with at least five years' experience providing child welfare services to children in care due to abuse or neglect;

(3) if providing DBX, be a Licensed Residential Support Home;

(4) if providing DDX, be either a Certified Residential Support Home or Licensed Residential Support Home.

(5) follow licensing guidelines for each youth served in each location;

(6) when providing DBX,

(A) provide treatment focused services;

(B) limit placements to 180 days;

(C) create a treatment plan within 30 days of placement and review with the Child and Family Team, minimally every 90 days; and

(7) when providing DDX, have a current contract with DSPD to provide Residential Habilitation Supports services to DHHS clients including Persons with intellectual disabilities, related conditions and/or acquired brain injury.

(A) providers shall be authorized up to three hours daily of staff assistance added ("**SAA**") code to meet youth's supervision needs. Any additional hours requested require Case Manager approval.

3.2 **Staffing Requirements for Clinical Oversight.** The Contractor shall:

(1) employ or contract with one or more licensed mental health therapist(s) or board certified behavior analysts ("**BCBA**"). when applicable. to provide clinical support, oversight, consultation, and training to Direct Care Staff;

(2) ensure all individuals providing clinical support and oversight of the program are qualified mental health professionals practicing within the scope of their licensure in accordance with Utah Code;

(3) verify that each mental health professional (whether an employee or Subcontractor) providing diagnostic or rehabilitative mental health services maintains in good standing the relevant professional licenses from the Utah Department of Commerce, Division of Occupational and Professional Licensing; and

(4) verify all staff providing Medicaid mental health services meet and comply with all licensing and other requirements specified in the Medicaid Provider Manual.

3.3 **Staffing Requirements for Direct Care Staff.** The Contractor shall ensure Direct Care Staff:

(1) are at least 19 years of age;

(2) who provide psychosocial rehabilitative services, groups, or mentoring are supervised by a clinician and these services are included in the youth's treatment plan.

(3) understand the role of youth-in-custody programs in schools; 504 plans, Individualized Education Plans ("**IEP**") Behavioral Intervention Plans, and the role of the placement, state agency and school in education decisions for youth,

3.4 **Training requirements for Non-Clinical Direct Care Staff**. The Contractor shall:

(1) ensure training is conducted or created by professionals with knowledge of and experience with children and youth with severe emotional and behavior disorders according to the population(s) served by the Contractor (DBX, DDX);

(A) training methods may include in-person, online, workbook, or other methods, and may include natural environment teaching and coaching;

(2) track and document each individual's successful completion of required training and make this information available to DHHS to verify each individual's successful training completion;

(3) ensure all staff successfully complete training in the following areas prior to working directly with youths:

(A) use of PII and electronic media; and

(B) DHHS Provider Code of Conduct, which must be signed and placed in the staff's personnel file;

(4) ensure Direct Care Staff working in residential support or day treatment settings comply with the training requirements found in the relevant sections of UAC R501;

(5) ensure all staff successfully complete training in the following areas within 30 days of employment and before working alone with youths:

(A) when to call 911;

(B) when to call a medical professional;

(C) how to read and follow a treatment plan, including how to meet a youth's individual needs;

(D) DHHS Incident Reporting Guide (found on the DHHS website) and incident reporting;

(E) notification procedures for when the whereabouts of a youth are unknown;

(F) the use of positive behavior supports and non-aversive techniques as a first response in behavioral crisis prevention and intervention in accordance with UAC R539-4 and the prohibition of physical punishment to youths;

(G) abuse, neglect, exploitation prevention, and reporting to protective services and the police;

(H) the Contractor's policies, procedures, and plans relevant to the services the staff will be providing, including relevant portions of the Contractor's emergency management and business continuity plan;

(I) medication management procedures relevant to the services the staff will be providing;

(J) involvement with DHHS, the role of the youth's guardian ad litem and Child and Family Team, the primary goals related to permanency, and relevant policies and procedures related to working with the Division involved in the youth's care, including how to support DHHS and court goals for the youth and their Family;

(K) if services are provided to sexual abuse victims or youth with problematic sexual behavior, training specific to supporting youths who have been victims of sexual abuse or who may exhibit problematic sexual behavior; and

(L) if services are provided to youth with substance dependence or misuse, training that addresses substance dependency and substance abuse.

(6) ensure staff successfully completes training in the following areas as soon as is needed to reasonably maintain safety and within 90 days of employment:

(A) first aid and cardiopulmonary resuscitation training and certification;

(B) overview of motivational interviewing and de-escalation techniques;

(C) overview of conditions including mood dysregulation, bi-polar, reactive attachment, intellectual disability, autism, traumatic brain injury, and conduct disorder;

(D) suicide prevention including identification of warning signs and risk factors, the Contractor's procedures regarding suicide prevention, observing and monitoring suicidal and self-harming youth, and coordinating with the Contractor's QMHP to determine necessary treatment and safety plans;

(E) ensure staff successfully completes and maintains training in one of the following passive restraint trainings as soon as needed to reasonably maintain safety:

(i) Supports Options and Actions for Respect;

(ii) System for Managing Non-Aggressive and Aggressive People;

(iii) Professional Assault Response Training;

(iv) Crisis Prevention Institute or Safety Care; or

(v) another intervention-training program with prior written approval from DHHS;

(vi) separation, grief, loss, and trauma including:

(a) adverse childhood experiences and how trauma affects both behavioral and mental health issues;

(b) how separation from Family or permanent caregivers affects youth;

(c) how to support youth in a trauma-sensitive manner; and

(d) how abuse, neglect, and unstable Family dynamics affect development;

(vii) the negative impact of multiple placements and the importance of effective transition plans between placements or when terminating services or treatment; and

(viii) the importance of respecting and including the youth's Family in services and service planning whenever indicated by DHHS or the court, the importance of visitation and contact, and how to manage difficult situations with the youth's Family;

(7) ensure all frontline supervisors in each home complete practice model provider training within one year of beginning to provide services; and

(8) ensure staff complete a minimum of 12 hours of training each year in the second and subsequent years of employment; these trainings may include documented classroom training and documented on-the-job skills training.

3.5 **Incident Reporting.** The Contractor shall provide proper notice and documentation as required by the most current DHHS Incident Report Reference Guide and per UAC R501-1.

3.6 **Prohibited Therapy Techniques**. The following are not allowed:

(1) services where the QMHP or others use coercive techniques (also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy) to evoke an emotional response in the youth such as rage or to cause the youth to undergo a rebirth experience; and

(2) services wherein the QMHP instructs and directs legal guardians or other caregivers in the use of coercive techniques to be used with the youth.

3.7 **Emergency Safety Interventions.** The Contractor shall comply with the following emergency safety intervention requirements to prevent injury to youths and other staff during a behavioral crisis in which a youth may be aggressive or assaultive. The Contractor shall:

(1) have written policies and procedures for emergency safety interventions;

(2) prior to admission to its program, inform the youth, Parent, and Case Manager of all means that may be used to control the youth's behavior. The information conveyed must accurately reflect practices in the Contractor's program;

(3) not use Passive Physical Restraint to control the youth's behavior, unless the youth:

(A) is a danger to others by engaging in physical violence toward others with sufficient force to cause bodily harm;

(B) is a danger to self by engaging in self-abuse or destruction of property of sufficient force to cause bodily harm; or

(C) is threatening abuse toward others or self that may, with evidence of past threats or actions, result in danger to others or self;

(4) ensure Passive Physical Restraint is used only by staff who have completed one of the Passive Physical Restraint trainings identified in the training section of this contract;

(5) use Passive Physical Restraint only:

(A) after other interventions have been determined to be ineffective;

(B) in a manner that does not cause undue physical discomfort, harm, or pain to the youth; interventions that use painful stimuli are prohibited;

(C) only as long as the youth presents a danger to self or others;

(6) not use Passive Physical Restraint as punishment, for the convenience of staff, or as a substitute for programming;

(7) not use youths to implement or assist with any passive Behavioral Intervention involving any other youth;

(8) permit self-directed time-outs by authorizing a youth to retreat to a quiet room or area in compliance with the youth's request for the purpose of allowing the youth to regain physical or emotional control;

(9) utilize staff-directed time-outs in accordance with the following:

(A) the youth is required to retreat to a quiet room or area for the purpose of allowing the youth to regain physical or emotional control;

(B) the Contractor shall never physically control a youth in time-out to prevent the youth from leaving the time out area; and

(C) the Contractor may have time-outs take place away from the area of activity or from other youths, such as in the youth's room, or in the area of activity or other youths;

(10) staff shall monitor the youth while he or she is in time-out;

(11) not use seclusion, defined as restricting a youth to a small room with minimal stimulation, to temporarily isolate the youth to allow the youth to regain physical or emotional control;

(12) not use mechanical or chemical restraints (which means the medication prescribed by the youth's prescriber to be used primarily to control the youth's behavior on an as-needed basis);

(13) when any passive Behavioral Intervention results in physical injury to the youth, notify the Case Manager or their supervisor as early as possible;

(A) If passive Behavioral Intervention meets more immediate reporting criteria according to the DHHS Incident Reporting Reference Guide, notify the Case Manager within one business day; and

(14) document and report all Passive Physical Restraint according to the DHHS Incident Report Reference Guide.

3.8 **Post Intervention Debriefings:** Following a Passive Physical Restraint, the Contractor shall ensure the following occur:

(1) staff involved in the intervention shall conduct an in-person face-to-face discussion with the youth within 72 hours following the use of Passive Physical Restraint unless determined to be therapeutically contraindicated by a clinician or BCBA involved in the youth's services;

(A) this discussion must include all staff involved in the intervention except when the presence of a particular staff member may jeopardize the well-being of the youth; and

(B) other staff and the youth's Parent(s) may participate in the discussion when deemed appropriate by the Contractor;

(2) both the youth and staff are provided the opportunity to discuss the circumstances resulting in the use of emergency safety interventions and potential alternatives that could be used by the staff, the youth, or others that could prevent the future use of Passive Physical Restraint;

(3) staff involved in the intervention, and appropriate supervisory, clinical, or administrative staff, conducts a debriefing session that includes a review and discussion of:

(A) the emergency safety situation that required the intervention, including a discussion of the precipitating factors that led up to the intervention;

(B) alternative techniques that might have prevented the intervention; and

(C) the outcome of the intervention, including any injuries that may have resulted from the intervention.

3.9 **Child Protective Service ("CPS").** The Contractor shall:

(1) follow mandatory reporting laws when child abuse or neglect, as defined in Utah Code § 80-1-102, is suspected for youth 17 years of age and younger;

(2) follow mandatory reporting laws when adult abuse, neglect, or exploitation, as defined in Utah Code § 26B-6-201 is suspected for youth 18 years of age and older;

(3) require all staff, volunteers, and Subcontractors to cooperate with investigators when an allegation of abuse, neglect, or exploitation is made against the Contractor any of the staff, volunteers, or subcontractors, or any other individual;

(4) if the Contractor reported or is otherwise aware that an allegation has been made against the Contractor or any of the staff, volunteers, or Subcontractors, the

Contractor shall suspend further placements until the DHHS investigation is completed and a determination made regarding the allegation;

(5) comply with the determination made by DHHS regarding current youth placement and other safety provisions;

(6) keep knowledge of an investigation confidential; and

(7) send a written notification within one business day to the OL if the Contractor is aware that an allegation has been supported against the Contractor or any of the staff, volunteers, or Subcontractors.

3.10 **Abuse and Harassment Prevention.**

(a) Contractor Policy Requirements. The Contractor shall implement and enforce a written policy:

(1) mandating zero tolerance towards all forms of abuse and harassment, and outlining the Contractor's approach to preventing and responding to such conduct; and

(2) prohibiting staff, volunteers, and Subcontractors from revealing any information related to an abuse or neglect report to anyone except as necessary to provide for treatment for the alleged victim and as required for the CPS, APS, or law enforcement investigation.

(b) Contractor Reporting Duties. The Contractor shall:

(1) require all staff to immediately report any knowledge, suspicion, or information they receive regarding an alleged incident of abuse or harassment;

(2) report alleged incidents of abuse according to the DHHS Provider Code of Conduct;

(3) report allegations of harassment according to the Contractor's policy requirements; and

(4) require all staff, volunteers, and Subcontractors to comply with mandatory child abuse reporting laws.

(c) Youth Reporting. The Contractor shall:

(1) provide multiple internal ways for youths to privately report abuse and harassment, retaliation by other youths or staff for reporting abuse and harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents;

(2) ensure staff accept reports made verbally, in writing, anonymously, and from third parties, and shall promptly document any verbal reports; and

(3) provide a method for staff to privately report abuse and harassment of a youth.

3.11 **DHHS Intensive Care Coordination.** Some youth and their Families with complex needs and may be involved with, or at risk of involvement with, multiple divisions may be assigned an Intensive Care Coordinator with primary responsibility for facilitating intensive care coordination using the High Fidelity Wraparound model. This entails developing an integrated wraparound plan, and coordinating services and supports. The Intensive Care Coordinator will use the High Fidelity Wraparound model to facilitate planning, together with the youth and their Family. A wraparound support plan will be created as an overarching plan to integrate the plans of all DHHS divisions involved.

(a) When an Intensive Care Coordinator is assigned, the Contractor shall:

(1) participate in the wraparound planning process and complete agreed upon assignments;

(2) ensure goals in the wraparound support plan and the treatment or support plan are aligned; and

(3) coordinate closely with the Intensive Care Coordinator, including when there is a change in needs for the youth or Family, and when changes in services or supports are needed.

3.12 **Authorization to Provide Services:** The Contractor shall not:

(1) provide services until it receives an authorization from the Case Manager complete with all authorizing signatures; and

(2) bill for services that have not been pre-authorized in the youth's budget plan.

3.13 **Utilization Reviews:** When applicable, the Contractor shall participate in DHHS utilization reviews to assess the youth's response to services, assess the fit of services to the youth's needs, and to determine the clinical necessity of reauthorization. This may include:

(1) providing requested documentation such as evaluations, treatment plans, and reviews; and

(2) meeting with DHHS staff in-person or by phone to discuss the youth and their services.

3.14 **Transportation of Youth.** The Contractor shall:

(1) comply with UAC R501-2-13 for services that allow the Contractor to transport youths;

(2) ensure staff, Subcontractors, and volunteers providing transportation to youths have:

(A) driving records checked annually;

(B) personal automobile registration, if providing transportation in a personal vehicle; and

(C) personal automobile insurance that meets contract requirements, if providing transportation in a personal vehicle; and

(3) keep documentation of this review and copies of the driver's record in the staff's personnel file, or if the driver is a volunteer or Subcontractor, in a file for such.

3.15 **Permanency.** The Contractor shall focus on stability to step down to a permanency placement for the youth. Families who wish to provide permanency for a youth placed in their care must address this with the Child and Family Team.

3.16 **Variance**.

(a) Variances for youth placed from out of state placements, other contracts, adults with disabilities being placed with youth, or of different criminogenic/developmental levels, must be submitted to OL and the DCFS contracts administrator. Requests for variances must include documentation that each youth's needs and behaviors were staffed and approved by each agency's caseworker prior to the youth being placed together.

(b) For DDX only:

(1) a variance for hiring staff aged 18 must be requested through the DHHS team and a plan for how that staff will be trained and supervised must be kept in the employee file. This plan must be approved by DCFS or JJYS administration prior to placement; and

(2) a variance for youth placed in a home where home manager is of a different gender must be requested through the DHHS team and a plan for how that staff will be trained and supervised must be kept in the employee file. This plan must be approved by DHHS DCFS or JJYS administration prior to placement.

Article 4
SERVICE REQUIREMENTS

4.1 **Program Model.** The Contractor shall:

(1) implement and utilize an Evidence-Based or evidence-informed treatment model and maintain Evidence-Based certification where applicable to support fidelity over time;

(2) ensure a QMHP provides clinical oversight to provided services ;

(3) ensure services for DBX placement are limited to 180 days;

(A) requests for time extensions must be reviewed by the Case Manager and clinical consultant for youth in the custody of DCFS ; and

(B) any request over 12 months requires DCFS Director review and approval;

(C) create a treatment plan that integrates behavior interventions and other mental health interventions, where appropriate, according to each youth's needs and incorporates the youth's individual identified risk factors and treatment goals, as identified on the youth's UFACET assessment. The Treatment plan:

(i) goals must be specific, measurable, attainable, realistic, and timely;

(ii) must be given to the case manager within 30 days; and

(iii) must be reviewed by the Contractor a minimum of every 90 days with the Child and Family Team;

(4) if providing DDX, create a person-centered plan focused on functional development to allow the youth to gain as much independence as possible;

(5) ensure all medications are secured in locked locations;

(6) ensure all firearms are unloaded, locked, and secured in a locked location.

(7) provide services using a strengths-based approach focused on treatment goals for stabilization and a return to a less intensive service level by assisting the youth in engaging in personal interests, normal life activities, and relationships that promote positive development to the greatest extent safely possible;

(8) if clinically indicated, provide Day Support/day treatment, partial Day Support/partial day treatment (after school support), individualized for each youth's needs to allow the youth to reach a higher level of functioning, enable the youth to safely and appropriately function in community settings, and return home or transition to another permanent living arrangement;

(A) this can be accomplished within the Contractor's agency or through other DHHS contracted providers and must be part of the youth's budget plan;

(9) when applicable, incorporate trauma informed care into day-to-day programming and shall use trauma informed care for youth with trauma issues, based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, to support the youth and avoid re-traumatization;

(10) when applicable, arrange for or provide mental health services for each youth based on the youth's individual mental health needs as prescribed by a QMHP and with prior written approval from the Case Manager;

(A) whether mental health services are provided by the Contractor or by another provider, the Contractor shall ensure that mental health services are integrated and coordinated with the rest of the services delivered by the Contractor, comparable to the coordination and integration in a residential treatment setting; and

(B) any change to a youth's interventions must be approved by the Case Manager;

(11) when applicable, at the time of admission coordinate with the Case Manager to initiate transition planning for a youth and continue transition planning throughout placement to help the youth and their Family prepare for the youth's return home, transition to another treatment program, foster placement, or transition to an independent living program or other arrangement;

(12) when applicable, work and coordinate with a youth's Family with whom reunification, adoption, or permanent guardianship is a goal, according to the Division's plan;

(A) engage Parents, other Family members, and other caregivers, as clinically appropriate and pre-approved by the Case Manager, to the greatest extent possible in services;

(B) whenever possible, services must be Family-driven and youth-guided, with the Parent and the youth making significant, meaningful decisions regarding their services and service planning;

(C) to the greatest extent possible, services must actively promote permanency in a Family setting, including developing the skills, relationships, and natural supports necessary for Parents and Family members, as well as the youth, to be safe and successful together at home; and

(D) assist the youth and Family in obtaining community resources;

(13) coordinate treatment with Direct Care Staff and reinforce treatment during day-to-day activities;

(14) actively seek to reduce the youth's dependency on services through the development of skills, reduction in problem behavior and psychiatric symptoms, and the development of natural supports;

(A) increase or decrease the intensity of support services for the youth, depending on the youth's needs in preparation for step down, when applicable;

(15) perform quarterly internal reviews on the amount and type of services the youth is receiving and document the reviews and ensure that the youth's budget plan is revised and approved by DHHS anytime services for the youth are changed;

(16) when possible provide wraparound services to youth not placed in a residential setting; and

4.2 **Care and Supervision.** The Contractor shall provide:

(1) daily supervision based on an individual youth's needs as determined with the Case Manager and the Child and Family Team and OL requirements;

(2) care and supervision, including daily boarding and supervision in a safe and nurturing environment in a Residential Support Home, including care normally provided by a parent; and

(3) a structured environment, guidance, supervision, behavior management, health care, mental health treatment, and other supports designed to improve the youth's condition or prevent further regression.

4.3 Placement Requirements.

(a) Decision to place. Prior to initiation of services, DHHS shall determine placement level based upon the DHHS assessment and placement selection process. The Case Manager or other DHHS designee will initiate a referral for placement to the Contractor. The Contractor shall obtain the following information from DHHS prior to making a determination of the youth's appropriateness for placement in the Contractor's program:

(1) youth's name, age, and gender;

(2) name and contact information of the Case Manager;

(3) youth's current placement;

(4) summary of youth's available mental health, medical, and behavioral needs;

(5) type and intensity of youth's supervision, as determined appropriate for the youth's needs;

(6) reason for placement; and

(7) youth's budget plan;

(b) If the placement will involve room sharing the Case Manager of the current youth and the Case Manager of the prospective placement must give approval prior to placement.

(c) Within five business days of placement or as soon as available from DHHS, the Contractor shall obtain from the Case Manager copies of records from the youth's permanent file including:

(1) the PII obtained in the decision to place and:

(A) for youths involved with DCFS, a DCFS shelter or foster placement verification and medical authorization letter;

(B) current assessment information; and

(C) youth's offense history;

(2) a summary of the youth's behavior and individualized treatment needs, as identified through the DHHS assessment process;

(3) current education records, such as name and address of recently attended school, transcripts, and IEP, if applicable;

(4) summary of prior placements or services;

(5) most recent available health records, such as name and address of youth's health providers, medical, dental, and vision reports, immunization records, and medications;

(6) most recent available mental health evaluations, psychiatric evaluations, and psychological evaluations;

(7) insurance or Medicaid card;

(8) DHHS consent form authorizing the Contractor to obtain medical or dental care for the youth;

(9) list of people approved to contact or visit the youth;

(10) upcoming scheduled appointments, such as court or medical appointments; and

(11) birth certificate.

(d) Change of Placement and Notification. The Contractor shall:

(1) notify the Case Manager a minimum of ten business days prior to removing a youth from a Residential Support Home placement or changing the placement (including moving the youth to other homes within the Contractor's agency);

(2) except in an emergency, obtain prior approval from the Case Manager to remove the youth or change a youth's placement;

(3) when there is an urgent need to remove a youth from a placement due to an emergency situation, notify the Case Manager as soon as possible and no later than one business day.

(4) include the following when notifying the Case Manager of any placement change:

(A) youth's name;

(B) name of the proposed new placement;

(C) address and phone number of the proposed new placement;

(D) date of the proposed placement change; and

(E) reason for the change in proposed placement, including any incident reports, if applicable.

(e) Limitations for Mixing Populations. The Contractor shall ensure the following:

(1) youths in DCFS and DJJYS custody must not be placed together without prior written approval from each Division's Director (or designee);

(2) youth populations in different categories of need under the placement models including sex offender, mental health, developmental, substance dependent, and criminogenic, must not be placed together in a Licensed Residential Support Home except for youths with multiple diagnoses, in which case the diagnosis the Child and Family Team deems of most concern will dictate the placement;

(3) the Contractor shall provide individualized treatment that addresses the youth's needs associated with the diagnosis of most concern and needs associated with other diagnoses;

(4) youths of different sexes must not be placed together in the same Licensed Residential Support Home; and

(5) Licensed Residential Support Home may not place youth on code DBX with youth on code DDX or WRX without prior variance authorization.

4.4 **Direct Services and Coordination.** The Contractor's Non-Clinical Direct Care Staff shall provide 24/7 supervision of youths and maintain required staff-to-youth ratios. The Contractor shall comply with the following supervision components.

(a) Treatment or Support Plan. The Contractor shall:

(1) create a written treatment or support plan based upon the principles of the provider's treatment model that is the overarching plan for the Contractor's services and support;

(2) develop the treatment or support plan in coordination with the Child and Family Team within 30 days of placement and ensure the youth and their Family are involved in creating the plan;

(3) include the following in the treatment or support plan:

(A) information regarding the strengths, needs, and interests of the youth;

(B) goals based upon the needs and interests of the youth, selected with the youth;

(C) the primary health, safety, therapeutic, or behavioral needs of the youth;

(D) goals that balance the health and safety needs of the youth and the youth's interests, and goals that reflect interests of the youth and the supports that will be provided to pursue those interests;

(E) support strategies or staff instruction sheets related to the youth's goals;

(F) a behavioral support plan ("**BSP**") that outlines and addresses the youth's behavioral needs as identified in the youth's treatment plan; and

(G) a data collection sheet for skills training or other supports;

(4) review the treatment plan at least every 90 days and update the plan based on the youth's progress and change in status, in consultation with the Case Manager;

(5) submit any changes to either the treatment plan or the BSP to the Case Manager within 30 days of the end of the quarter; and

(6) request a meeting to review youth's budget if significant changes arise.

(b) Direct Oversight. The Contractor shall:

(1) provide supervision based on individual youth needs;

(2) accompany and participate in community activities to the extent appropriate and feasible for the youth;

(3) provide general guidance and prompting of behaviors and only use constructive discipline and no corporal punishment;

(4) approve unsupervised time and supervision by natural supports only after careful assessment and safety planning with the youth's Child and Family Team, and with written approval from the Case Manager. Unsupervised time and supervision by natural supports:

(A) may be approved by the Case Manager and the Child and Family Team in an effort to support the youth in their personal interests or to develop self-sufficiency and independent living skills after careful safety assessment; and

(B) must not be approved as a convenience to Direct Care Staff.

(c) Case Requirements. The Contractor shall:

(1) actively participate as a member in Child and Family Team meetings;

(2) ensure the input and information from the Contractor’s Residential Support Home staff is represented;

(3) request Child and Family Team meetings, as needed;

(4) attend and participate in court proceedings;

(5) assist in case planning and implementation;

(6) provide care and supervision services in collaboration with the youth's Family or other permanent caregiver and other Child and Family Team members to promote stability and long-term permanence for each youth;

(7) connect the youth to youth's Family and other youths who are important to the youth;

(8) maintain youth records; and

(9) coordinate applicable medical, school, and mental health care with the Case Manager and Parent.

(d) Family Time and Other Contact. Family time and other contact with Parent(s) and siblings includes in-person youth visits and contact through other means. The Contractor shall:

(1) help the youth achieve permanency according to the DHHS service plan;

(2) help the youth have the most optimal relationship possible with each of the youth's Family members;

(3) facilitate Family contact and visitation;

(4) not withhold Family visits without the approval of the DHHS Case Manager, or solely based on the youth's level or progress ;

(5) provide visitation at a time that reasonably accommodates the Family's schedule;

(6) ensure that a youth in DHHS custody has the opportunity for frequent face-to-face in-person visits and other contacts with Parents, and any of the youth's siblings also in DHHS custody, unless restricted by court order;

(A) frequency of visits must be determined by the Child and Family Team, with at least weekly visits as a general guideline, unless doing so would be contrary to the safety or well-being of the youth or siblings, or if a court order precludes a Family member from having contact;

(7) implement the quantity and kind of Family visitation as decided by the Child and Family Team and approved in writing by the Case Manager.

(A) Family visitation may include:

(i) on-site Family visits, at the Contractor's program;

(ii) off-site Family visits in which a Family member visits with the youth away from the Contractor's program for a designated period of time and the youth returns to the Contractor's program following the visit; and

(iii) Family home visits in which the youth visits in the home of a Family member for a designated period of time and the youth returns to the Contractor's program following the visit;

(iv) off-site Family visits and Family home visits for each youth must be arranged as directed by the Child and Family Team;

(v) the Contractor shall obtain written or electronic approval from the youth's Case Manager for all off-site visits or Family home visits;

(a) if off-site visits are routine, the Contractor may obtain written approval stipulating to the frequency of the off-site visits and other important information including limitations on the length of time, location, and individuals involved in the visit or transportation to and from the visit;

(8) allow a youth to make phone calls to Family at no cost to the youth or Parent, unless prohibited by the court or the Case Manager;

(9) obtain approval from the youth's Case Manager prior to allowing a youth the use of the internet, e-mail, and social networking sites; and

(10) obtain approval from the youth's Child and Family Team for contact with other individuals.

4.5 **Health Services.** The Contractor shall:

(1) ensure each youth receives health care services by:

(A) ensuring age-specific physical care;

(B) participating in ongoing developmental assessments;

(C) providing nutrition;

(D) overseeing, participating in, and teaching youth self-care;

(E) scheduling, accompanying, and transporting youth to medical and dental visits within required time frames listed in this contract;

(F) managing and distributing prescription medications;

(G) providing over-the-counter medications; and

(H) monitoring and tracking substance use or abuse.

(2) in consultation with the Case Manager, arrange for all required medical, dental, and psychiatric diagnostic evaluations and needed follow-up services for the youth as specified below:

(A) a medical or physical assessment or examination and dental examination are required within 30 days entering DHHS custody;

(B) medical or physical examinations are required annually thereafter (by the end of the 13th month following the prior medical or physical examination);

(C) dental examinations are required annually thereafter (by the end of the 13th month following the prior dental examination);

(D) medical, dental, and mental health referrals and follow-up appointments must be completed within the period specified in the Health Visit Report (the DCFS form to be completed by the health care provider providing any of the

following youth services: well child checks, sick visits, dental, orthodontics, mental health treatment, or medication management);

(E) ensure that a QMHP conducts an initial psychiatric diagnostic evaluation or an addendum to the most recent examination or psychological evaluation completed within the past 12 months;

(i) the examination or addendum must assess the existence, nature, or extent of illness, injury, or other health deviation to determine the youth's need for mental health services; and

(F) subsequent psychiatric diagnostic evaluations must be completed annually (by the end of the 13th month following the prior psychiatric diagnostic evaluation).

(3) for youths with Medicaid, use providers covered by the health plan listed on the youth's Medicaid card for non-emergency medical, dental, and mental health checkups and follow up visits;

(A) if the Contractor neglects to take the youth to a provider covered by the health plan listed on the youth's Medicaid card, the Contractor shall pay the bill out of pocket, and will not be reimbursed by DHHS; and

(4) for youths in DCFS custody, provide the DCFS nurse with a copy of a Health Visit Report within 30 days of an examination and maintain a copy of the Health Visit Report in the youth's file.

4.6 **Linking Youth to Mental Health Services.** The Contractor shall:

(1) be enrolled as a Medicaid provider;

(2) provide or obtain mental health services for each youth in the program in coordination with the Case Manager based on the youth's individualized mental health needs as prescribed by the program's QMHP;

(3) obtain written authorization from the Case Manager prior to providing mental health services except in an emergency or as otherwise stipulated to in the related DHHS service contract;

(4) ensure Non-Clinical Direct Care Staff actively support and participate in a youth's mental health treatment, including:

(A) being knowledgeable about treatment plan goals and Behavioral Interventions that they are responsible to implement or support;

(B) reinforcing activities that support treatment goals in the youth's daily setting and schedule;

(C) communicating with treatment providers;

(D) developing and maintaining a relationship with a youth;

(E) providing day-to-day guidance;

(F) helping the youth develop and mature mentally and emotionally; and

(G) participating in mental health care, evaluations, appointments, and follow-up care, as needed.

4.7 **Linking Direct Care of Youth with Education, Employment, or Training Needs.** The Contractor shall:

(1) coordinate with the Case Manager to ensure the youth's educational, employment, and training needs are met; and

(A) participate, oversee, and support the youth's educational activities;

(B) communicate with school personnel on youth's behalf, including having Contractor Staff attend parent teacher conferences or other educational meetings; and

(C) help the youth with homework.

(2) enroll or assist the Case Manager in enrolling each youth who is of school age in an accredited school program, vocational program, or employment program appropriate for the youth's needs;

(A) where possible, the youth must remain in their existing school to allow consistency in their education; and

(B) if it is not possible for the youth to remain in their existing school, the Contractor shall coordinate with the Case Manager to enroll the youth in an appropriate accredited school, vocational program, or employment program within ten days of admission to the Contractor's program.

(3) ensure the school curriculum is recognized by an educational accreditation organization and is coordinated with the local school district if the Contractor provides a school curriculum that is not operated by the local school district;

(4) ensure that any educational credits received by the youth will be accepted by the local school district;

(5) coordinate or provide training in basic life skills for adults based upon the youth's age and developmental level;

(6) accommodate the youth's participation in extracurricular activities and adapt the youth's schedule to allow for such extracurricular activities;

(A) the Contractor shall obtain written permission or document verbal permission from the Case Manager prior to the youth participating in extracurricular activities; and

(B) the Case Manager may provide approval for the general types of extracurricular activities and levels of supervision, in which case approval is not required for each activity meeting that criteria.

(7) obtain approval from the youth's Case Manager prior to removing the youth from school for any reason other than illness; and

(A) when an appointment requires the youth to be removed from school, the Contractor shall make arrangements with the school beforehand to obtain school work and assignments for the time the youth will be excused;

(8) provide the school with a contact number where the school can contact the Contractor during school hours if the youth is sick or if there is an emergency;

(9) ensure that a representative of the Contractor is available to be reached by the school and respond during all school hours, including picking the youth up when necessary;

(10) provide support when appropriate for the youth to obtain employment;

(11) for DBX placements, provide access to transition to adult living ("**TAL**") services or classes when appropriate. TAL activities must be focused on building skills that prepare a youth to live on their own, including:

(A) meal prep, cooking and shopping;

(B) budgeting;

(C) public transportation; and

(D) house chores.

4.8. **Specific Service Requirements.**

(a) Residential Support Home. The Contractor shall:

(1) maintain an OL Residential Support license for each Residential Support Home serving DBX clients. For DDX clients, each location must be a Certified Residential Support home.

(2) employ or contract with one or more QMHP to provide clinical support, oversight, consultation, and training and ensure that each QMHP, employed by or under contract with the Contractor, maintains a current professional license from the Utah Division of Occupational and Professional Licensing;

(3) employ a manager for each home at least a bachelor's degree or two years of related experience who will be responsible for the day-to-day management and oversight of the home;

(4) employ trained Non-Clinical Direct Care Staff for Residential Support Homes to meet the individually-determined staff-to-youth ratio and assure 24/7 supervision of the youths during the day and nighttime sleeping hours, including weekends and school hours;

(5) when a youth is placed:

(A) assist the youth to gain or maintain skills to live as independently as possible, to participate as much as possible in a community setting, and to safely transition back home or to another permanent living arrangement;

(B) provide support, supervision, training, and assistance for youths living in a licensed residential setting including Day Support, when needed, to maintain the youth's health and safety and assistance with activities of daily living;

(C) ensure the ratio is individually determined for each youth;

(D) make a determination regarding the type and intensity of supervision in or outside the home including need for awake night Staff;

(i) this determination must be agreed upon by the Case Manager, the Contractor, and the Child and Family Team and reflected in an approved purchase services authorization form ("**PSA**");

(E) ensure support staff (staff that do not provide direct supervision or services to youths) are not included in the ratio;

(F) ensure educational staff not employed by the program are not included in the ratio;

(G) ensure at least one staff member of the same gender as the youth is working in the home at all times; and

(H) ensure each youth has a private bedroom when the Contractor or Case Manager determines it is necessary based on a youth's need. When determined necessary, the room must be monitored by an alarm system to ensure maximum youth safety;

(6) for youths with a Network on Juveniles Offending Sexually ("NOJOS") score of level IV or above ensure that:

(A) there is no mixing of risk levels in the home;

(B) no one in the home is the same age of the victim or victim type of the youth;

(C) the youth's door has an alarm on it;

(D) staff have an active safety plan and adhere to it;

(E) staff receive enhanced training on safety and supervision specific to youths with problematic sexual behavior, and there is adult supervision at all times when the youth(s) are in the home; and

(F) staff meet all of these requirements before providing care.

Article 5
TRANSPORTATION

5.1 **Routine Transportation**. The Contractor shall provide routine transportation for the youth. Routine transportation includes transportation to medical, dental, and other appointments; Family visits; school and school events; extracurricular activities; community service; Child and Family Team meetings; normal case activities; and court hearings. Costs for transporting youths 60 miles or less per round trip are included in the daily rate.

5.2 **Extended Transportation**. The Contractor shall:

(1) receive mileage reimbursement when transporting a youth more than 60 miles round trip for Family visits, court hearings, reviews, or health services;

(2) discuss with the Case Manager and obtain approval from the Child and Family Team when extended transportation arrangements are needed;

(A) obtain prior written approval from the Case Manager for transportation of the youth more than 60 miles round trip for any other purposes other than those listed above; and

(B) if the Contractor fails to obtain prior written approval from the Case Manager, the Contractor shall forfeit its claim to reimbursement;

(3) be entitled to a single reimbursement per trip regardless of the number of youths transported; and

(4) when the Contractor is required to transport youths only one way of an otherwise reimbursable round trip, the Contractor shall be entitled to reimbursement for the full round trip.

Article 6
REIMBURSEMENT

6.1 Care and Supervision

(a) Basic care and supervision will be paid at a DHHS established daily rate for DBX/DDX. This rate includes cost for Non-Clinical Direct Care Staff to provide care and supervision 24 hours per day on weekends and for 18 hours per day on days when the youth is in school, at work, or receiving Day Support. If the youth is not in school, working, or receiving other Day Supports, the PSA may be modified to accommodate daily Non-Clinical Direct Care schedule.

(b) Basic care and supervision includes the cost of and the administrative costs associated with providing room and board, basic supervision, and routine transportation, youth phone calls to Family, youth school supplies, and clinical supervision. Meals must be funded and provided based on the USDA moderate cost food plan. Details of the USDA food plans can be found on the USDA website. The daily rate includes the youth's personal needs allowance as specified in the sections below.

(c) The following costs are not included in the rate for basic care and supervision and will not be reimbursed with contract funds:

(1) costs to provide an academic or educational program. The Contractor shall negotiate with the local school district for funding if providing an internal academic or educational program in place of school;

(2) costs for mental health services reimbursed through Medicaid and supportive services reimbursed on a fee-for-service basis; and

(3) costs for supplemental supervision and other component services of individual residential treatment services required because of a Person’s complex and intensive needs, which are paid under the SAA service code.

6.2 Personal Needs Allowance and Person Belongings.

(a) Personal Needs Allowance. The daily rates include an allowance for the youth's personal needs and clothing, as specified on the Rate Table. Personal needs include clothing and items such as personal hygiene supplies, cosmetics, hair care, over-the-counter medicines, allowance, and leisure expenses such as reading materials, admission fees, or hobbies. The Contractor shall:

(1) expend the minimum amount listed in the Rate Table for clothing for the youth per month from the personal needs allowance portion of the daily rate;

(2) prorate the amount required for clothing when the youth is in placement only a portion of the month;

(3) maintain receipts for clothing purchases and may carry over funds for clothing into subsequent months for purchase of higher priced items;

(4) maintain records documenting disbursements and expenditures for each youth;

(5) have youth sign receipts, a ledger, or other financial documents with the purchased items and amounts verifying that the personal needs funds were spent for the intended purpose;

(6) provide the Case Manager with a ledger with purchased items and amounts on a monthly basis;

(7) ensure that the staff that tracks and oversees how personal needs funds are expended on behalf of each youth are not the same staff that reconciles the youth accounts;

(8) ensure the personal needs allowance is not used to reimburse the Contractor for damage caused by the youth;

(9) within 30 days of the youth's discharge from the Contractor's program, reconcile the youth's personal needs account, and:

(A) reimburse DHHS by check for remaining personal needs funds for each youth;

(B) use separate checks, made payable to DHHS. On each check, the Contractor shall specify each youth's name and amount of reimbursement;

(C) submit the checks with the Contractor's monthly billings;

(D) submit a copy of the reconciled youth's personal needs account ledger with each reimbursement check;

(E) send reimbursement checks and reconcile account documents to the DHHS designee; and

(F) document any amount reimbursed to DHHS in the youth's record of expenditures;

(10) when the youth moves from an out-of-home placement and is not being placed in another DHHS-contracted program or other paid out-of-home placement:

(A) give remaining personal needs funds under $20 directly to the youth. This must be documented and signed by the youth;

(B) maintain a copy of the reconciled youth personal needs account ledger after funds are distributed;

(C) not give any remaining personal needs funds to the youth at the time of the youth's discharge unless the total is under $20; and

(D) send reconciled account documents to the DHHS designee if requested.

(b) Youth Personal Belongings. The Contractor shall:

(1) create and maintain an inventory of all youth belongings to include:

(A) initial detailed inventory of all items the youth brings with them, signed by youth and staff;

(B) signature of youth and/or staff for each item acquired or discarded over $20 in value or of importance to the youth, which is added to or removed from the prior inventory list;

(C) ending inventory signed by youth and staff that includes all items added or removed from initial inventory list; and

(D) if the youth is unable to sign, the Contractor shall have the Case Manager sign on the youth's behalf.

(2) return all of the youth's belongings once the youth is discharged from the program;

(3) in the event the youth is missing, secure the youth's belongings until the items are transferred to the Case Manager or other DHHS-authorized youth; and

(4) replace any of the youth's belongings not properly accounted for.

6.3 **Special Needs Payment**. DHHS may periodically provide payments to the Contractor for special needs for the youth when authorized by the Case Manager and as funding permits. These special needs include an initial clothing payment if the youth enters care without sufficient clothing, necessary over-the-counter medication, or a joyous season payment to assist with the purchase of holiday gifts.

6.4 **Absences (DHHS SERVICE CODES: ABX, ADX).** A "day of absence" is any full 24-hour day, from 12:00 a.m. to 11:59 p.m., when the youth is absent from the Residential Support Home and not under the direct care and supervision of the Contractor for the full 24 hours of the day.

(a) The Contractor shall hold a placement for a youth who is absent as part of a planned transition to return home or to a lower level of care for up to eight days per calendar month if the plan for the youth is to return to the same placement and if preapproved in writing by the Case Manager. These eight days of absence will be reimbursed at the daily DBX rates as long as the youth returns to the placement. If the youth does not return to the placement, despite

that being the plan, the Contractor shall bill at the reduced daily rate using the absence code. Planned days of absence that are part of a transition plan are generally limited to two days.

(b) If a youth's absence for the purpose of transition will exceed eight days in a calendar month, and if the plan for the youth is to return to the same placement and is preapproved in writing by the Case Manager, the Contractor may bill absences beyond eight days per month at the reduced daily rate using the absence code.

(c) The Contractor may bill at the reduced daily rate using the absence code for a youth who is absent for reasons other than a planned transition, such as being AWOL, if the plan for the youth is to return to the same placement and if preapproved by the Case Manager, in writing.

(d) The absence rate is calculated by reducing the contracted daily rate by a DHHS established amount for food and personal needs, as specified on the Rate Table.

(e) The Contractor shall document all absences and the reason for the absences on the Contractor's daily attendance log and submit the attendance log with all billings. The Contractor shall document the name of the DHHS staff authorizing reimbursement for the absence, the date of authorization, and dates authorized for reimbursement.

(f) When determined necessary by the Child and Family Team, the Contractor shall maintain contact with the youth and the parties responsible for the youth's care and supervision while the youth is away from the program during any day of absence for which the Contractor is receiving payment (unless the youth is AWOL.) Contact may be by phone or by in-person face-to-face visits to ensure the youth's ongoing safety, adequate supervision, and treatment continuity. The Contractor shall document contacts in the youth's file.

Article 7
DOCUMENTATION

7.1 **Contractor Administrative Requirements**. The Contractor shall maintain the following documentation:

(1) OL license and business licenses;

(2) staff background screening approvals;

(3) DHHS Provider Code of Conduct signed and placed in each personnel file;

(4) staff training documentation including training curriculum;

(5) staff qualifications and applicable licenses;

(6) evidence that QMHPs are providing clinical oversight through regular support and supervision of all Non-Clinical Direct Care Staff;

(7) OL Residential Support License for each home; and

(8) if providing its own school curriculum, evidence that the school curriculum is recognized by an educational accreditation organization and is accepted by the local school district.

7.2 **Youth Records.** The Contractor shall maintain documentation for each youth:

(1) treatment or support plan;

(2) a written summary each month documenting the youth's progress and activities related to their treatment plan and submit with billing;

(3) documentation of implementation of the treatment plan;

(4) documentation of direct services delivered and who delivered them via time sheets or other means that may be validated by DHHS with monthly billing submission;

(5) date and type of service provided and record of who provided the service;

(6) incident reports;

(7) disbursement of youth's clothing and personal needs allowance;

(8) all documentation pertaining to services provided; and

(9) discharge/transition plan and summary of outcomes of placement.

7.3 **DCFS Records**. If supporting youth in DCFS custody, the Contractor shall:

(1) enter and keep updated the required data elements for federal reporting on the DHHS form;

(2) enter initial data into the DHHS form within 30 days of the contract start date, and submit a new form with any change in data within five working days of the change;

(3) enter required information for each certified home before any youths are placed in those locations;

(4) obtain written instructions for accessing the required data form from DCFS designee; and

(5) contact the SAFE Help Desk at phone number 801-538-4141, or by e-mail at safehelp@utah.gov, for help with the form.

Article 8
DBX OUTCOMES

8.1 **DBX Outcome.** Youth return to a lower level of care or to the Family home.

8.2 **Measure.** 75% of youth receiving this service are able to step down by the end of the first 180 days.

8.3 **Reporting.** Discharge summaries that outline transition and next step for youth exiting the program.

Article 9
DDX OUTCOMES

8.4 **DDX Outcome.** Youth remains stable in the placement.

8.5 **Measure.** 75% of youth receiving this service are able remain in the least restrictive environment based on individual need.

8.6 **Reporting.** Monthly summary of services and progress to person centered goals.