SCOPE OF WORK

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I. GENERAL REQUIREMENTS

A. PURPOSE

Individualized Residential Treatment Services ("**IRTS**") are a composite of services designed on an individual basis for each Person specifically to meet the Person's needs associated with intellectual disabilities, physical disabilities, or severe emotional or behavioral disorders. IRTS are intended to provide maximum flexibility in developing the scope and intensity of services based on a Person's needs, with the ability to adjust the intensity of services without changing the Person's placement.

B. DEFINITIONS

In this contract, the following definitions apply:

"24/7" means 24 hours per day, seven days per week.

"**BSP"** means Behavior Support Plan and includes a plan created by the Contractor to outline and address a Person's behavioral needs as identified in the Person's Person-Centered Support Plan ("**PCSP**").

"Case Manager" means the DHS employee with primary responsibility for the Person.

"Certified Residential Support Home" means a 24/7 group living environment providing individualized treatment and support services for no more than three Persons.

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

"DCFS" means the DHS Division of Child and Family Services.

“Direct Support Service” means support, supervision, training, and assistance for Persons living in a Professional Parent home, Therapeutic Foster Care home, or Certified Residential Support Home.

“**Division**” means divisions housed within DHS that provide services to support children, youth, families and adults in their homes, schools, workplaces and communities.

“DJJS” means the DHS Division of Juvenile Justice Services.

“DSPD” means the DHS Division of Services for People with Disabilities.

“Evidence-Based” means a modality, practice, strategy, or formal program with demonstrated effective outcomes for children and youth as supported by independent research validated through scientific methodology.

“Evidence-Informed” means a modality, practice, strategy, or formal program integrating strategies that have quantitative data showing positive outcomes over a period of time, but that do not have enough scientific research or replication to demonstrate effective outcomes for children and youth.

“**Face-to-Face”** means the Person is present with the provider in the setting in which the service is being provided.

“Family” means the Person’s biological family of origin, a kinship caregiver’s family, adopted family, fictive kin, or other identified permanent caregiver’s family.

“IRTS” means Individualized Residential Treatment Services provided in a 24/7 Certified Residential Support Home OR Professional Parent home OR Therapeutic Foster Care home setting with support services designed to meet each Person’s specific needs.

“**IRTS Worksheet”** means a worksheet used by DHS to determine rates paid to the Contractor for specific service codes, and is individualized for each Person using variables such as staff ratios and hours of services.

“Non-Clinical Direct Care Staff” means Contractor staff that supervises or provides direct care to Persons.

“OL” means the DHS Office of Licensing.

“OQD” means the DHS Office of Quality and Design.

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

"Person" means anyone who receives services from DHS or from a provider pursuant to either an agreement with DHS or funding from DHS.

"PCSP" means Person Centered Support Plan and includes an individualized plan created by the Team for the Person that outlines personal interests, goals, health, safety, areas of focus, placement, and supports and services.

"PII" means Person Identifying Information and includes information that identifies or may lead to the identity of the Person or Person's Family. Identifying information includes verbal or written communication, photographs, digital images, video clips, and data.

"Proctor Care" means care and supervision for a Person by Proctor Parent in a family home setting under the authority and supervision of a licensed child placing foster care agency.

"Proctor Parent" means an employee or subcontractor of the Contractor who provides substitute care to a Person under the authority and supervision of a licensed child placing foster care agency contracted with the Division.

"Professional Parent" means an individual or legally married couple, age twenty-one years and over, certified by the Contractor to provide a Family home-like setting for a single Person with IRTS qualifying needs.

"QMHP" means Qualified Mental Health Professional.

"Respite Care" mean the temporary placement or stay, including overnight stays, of a Person in a Professional Parent, Therapeutic Foster Care home, proctor home or Certified Residential Support Home other than the Professional Parent or Therapeutic Foster Care home providing ongoing care for the Person, or the provision of ongoing care by Non-Clinical Direct Care Staff in the Person's own Professional Parent or Therapeutic Foster Care home.

"Staff" means Contractor staff that provide direct supervision or services to Persons.

"Team" means the team 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.

"Therapeutic Foster Care" means a clinical intervention that places youth with severe mental, emotional, or behavioral health needs in specifically trained foster parent homes.

"Therapeutic Foster Parents" means foster parents with special training to provide Therapeutic Foster Care.

"UAC" means Utah Administrative Code.

C. POPULATION SERVED

The Contractor may serve Persons, ages 0 through 20, with complex or intensive needs that affect normal life functioning due to lower intellectual functioning, physical disabilities, or severe emotional or behavioral disorders. Persons receiving services may be stepping down from institutional care or hospitalization, and some may be waiting for approval to receive services under the DSPD Medicaid Waiver. Persons receiving services may require residential services, day or Direct Support Services, and supplemental supervision to help them function appropriately in community settings, and to safely transition home or to another permanent living arrangement.

D. CONTRACTOR QUALIFICATIONS

1. Certified Residential Support Programs

   The Contractor shall:

   a. Have a current DHS90758 contract for Psychotherapy Services and Psychosocial Rehabilitative Services.

      OR

      Obtain a DHS90758 contract within 30 days of this contract's effective date for Psychotherapy Services and Psychosocial Rehabilitative Services.

   b. Have a current DHS90743 contract for Residential Habilitation Supports and Day Supports Group Services.

      OR

      Obtain a DHS90743 contract within 30 days of this contract's effective date for Residential Habilitation Supports and Day Supports Group Services.

   c. Employ a manager or clinician demonstrating within the last ten years at least five years of experience providing child welfare services to children in care due to abuse or neglect.

2. Professional Parent Programs

   The Contractor shall

a. Have a current DHS90758 contract for Psychotherapy Services and Psychosocial Rehabilitative Services.

OR

Obtain a DHS90758 contract within 30 days of this contract's effective date for Psychotherapy Services and Psychosocial Rehabilitative Services.

b. Have a current DHS90743 contract for Professional Parent Supports and Day Supports Group Services.

OR

Obtain a DHS90743 contract within 30 days of this contract effective date for Professional Parent Supports and Day Supports Group Services.

c. Employ a manager or clinician demonstrating within the last ten years at least five years of experience providing child welfare services to children in care due to abuse or neglect.

d. Have a current DHS/OL Child Placing-Foster License.

1. Therapeutic Foster Care Programs

The Contractor shall

a. Have a current DHS90758 contract for Psychotherapy Services and Psychosocial Rehabilitative Services.

OR

Obtain a DHS90758 contract for Psychotherapy Services and Psychosocial Rehabilitative Services.

b. Employ a manager or clinician demonstrating within the last ten years at least five years of experience providing child welfare services to children in care due to abuse or neglect.

c. Have a current DHS/OL Child Placing-Foster License.

d. Have an accreditation or certification in one of the following Treatment Foster Care Models: Together Facing the Challenge; Teaching Family Model; or Treatment Foster Care Oregon.

E. TRAINING REQUIREMENTS

The Contractor's Non-Clinical Direct Care Staff, Professional Parents, and Therapeutic Foster Parents shall comply with the following general Staff training requirements. The Contractor shall:

1. Ensure training is conducted or created by professionals with knowledge of and experience with children and youth with disabilities, including intellectual and developmental disabilities and severe emotional and behavior disorders according to the population served by the Contractor. Training methods may include in-person, online, workbook, or other methods, and may include natural environment teaching and coaching.

2. Track and document, in writing, each Staff's successful completion of training required in this contract. The Contractor shall also ensure documentation is available for an external reviewer to verify each Staff's successful training completion.

3. Ensure its Staff successfully completes training in the following areas prior to working directly with s:

    a. Use of PII and electronic media; and

    b. DHS Provider Code of Conduct, which must be signed and placed in the Staff's personnel file.

4. Ensure its Professional Parents and Therapeutic Foster Parents comply with the training requirements of UAC R501-12. The Contractor shall ensure other direct care Staff working in licensed residential support or licensed day treatment settings comply with the training requirements found in the relevant sections of UAC R501.

5. Ensure its Staff successfully completes training in the following areas within **30 days** of employment and before working alone with Persons:

    a. When to call 911;

    b. When to call a medical professional;

    c. DHS Incident Reporting Guide (found on the DHS website) and incident reporting pursuant to this contract;

    d. Basic orientation about seizure disorders, including what to do if a Person not known to have seizures has a seizure;

    e. Notification procedures for when the whereabouts of a Person are unknown;

f. Common rescue maneuvers for choking, such as the Heimlich maneuver;

g. Prevention of choking;

h. 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 Persons;

i. Abuse, neglect, exploitation prevention, and reporting to protective services and the police;

j. Confidentiality regarding all PII is shared only with individuals who need to know the information to provide support or professional treatment, coordinate DHS services, ensure safety, or conduct DHS business. Person information must be maintained and shared in compliance with Health Insurance Portability and Accountability Act regulations;

k. Prevention of communicable diseases;

l. Training specific to each Person the Staff will provide services to, including information about:

(1) The Person's disability, behavioral, and mental health needs;

(2) The Person's interests and goals;

(3) The Person's support needs;

(4) Relevant medical, health, and safety information including indications of when the Person may be getting sick, choking risks, dietary needs and supports, seizures, and details regarding seizure-related support;

(5) The Person's supervision needs in detail;

(6) Critical portions of the Person's PCSP needed for the Staff to provide services to the Person, including critical portions of individualized plans and the Person's BSP;

(7) Critical behavior supports, including how to safely manage a behavioral crisis with the Person; and

(8) The Staff's responsibilities in providing support to the Person.

m. 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;

n. Medication management procedures relevant to the services the Staff will be providing;

o. If services are provided to sexual abuse victims or Persons with problematic sexual behavior, training specific to supporting Persons who have been victims of sexual abuse or who may exhibit problematic sexual behavior; and

p. If services are provided to Person's with substance dependence or misuse, training that addresses substance dependency and substance abuse.

6. Ensure its Staff routinely providing direct care to the Person successfully completes training and coaching in the following areas within 30 days of employment and as plans and support needs change:

a. Portions of the Person's PCSP needed for the Staff to provide services to the Person, including all relevant portions of individualized plans, the Person's BSP, and Employment Plan (if applicable);

b. Training and coaching specific to the Contractor's services and the specific supports and interventions relative to each Person the Staff is responsible for; and

c. The Person's involvement with DHS or a DHS Division, the role of the Person's guardian and Team, the primary goals related to permanency, and relevant policies and procedures related to working with the DHS Division involved in the Person's care, including how to support DHS and court goals for the Person and their Family.

7. Ensure its 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 (**CPR/First Aid**).

The Contractor's Staff shall receive and maintain CPR/First Aid certification. The Contractor's Professional Parents and Therapeutic Foster Parents shall complete first aid training within the timeframe required in UAC R501-12.

b. Person-centered thinking.

c. Legal rights of Persons relevant to the Staff's responsibilities,

d. Basic orientation to the impact of intellectual disabilities and related conditions, acquired brain injury, neurocognitive challenges, behavioral and emotional disorders, and co-occurring developmental and mental health conditions on Persons and how to provide individualized and contextually supportive services to Persons with these characteristics.

e. Suicide prevention including identification of warning signs and risk factors, the Contractor's procedures regarding suicide prevention, observing and monitoring suicidal and self-harming Persons, and coordinating with the Contractor's QMHP to determine necessary treatment and safety plans.

8. Ensure its Staff successfully completes and maintains training in one of the following as soon as needed to reasonably maintain safety and within **180 days** of employment if the Person the Staff is serving is likely to engage in aggressive, self-injurious, or destructive behavior:

a. Supports Options and Actions for Respect ("**SOAR**");

b. System for Managing Non-Aggressive and Aggressive People ("**MANDT**");

c. Professional Assault Response Training ("**PART**");

d. Crisis Prevention Institute ("**CPI**") or Safety Care; or

e. Another intervention-training program with prior written approval from DHS.

9. Ensure its Staff successfully completes training in the following areas within **180 days** of employment:

a. Separation, grief, loss, and trauma including:

(1) How trauma affects both behavioral and mental health issues;

(2) How separation from Family or permanent caregivers affects Persons; and

(3) How to support Persons in a trauma-sensitive manner.

b. How abuse, neglect, and unstable Family dynamics affect development;

c. Cultural sensitivity in recognizing each Person's cultural roots, ethnicity, race, and gender (may be completed as general or Person-specific training);

d. The prevention of fraud, waste, and abuse of public funds (see the Federal False Claims Act, the Utah False Claims Act, and the protections afforded in the provisions of the Utah Whistleblowers Act to those who report fraud); and

e. Practice guidelines on the DHS website for Lesbian, Gay, Bisexual, Transgender, and/or Questioning relevant to the supports the Staff will be providing.

10. Ensure its Professional Parents and Therapeutic Foster Parents complete training in the following areas within **60 days** of employment:

a. The negative impact of multiple placements and the importance of effective transition plans between placements or when terminating services or treatment; and

b. The importance of respecting and including the Person's Family in services and service planning whenever indicated by DHS or the court, the importance of visitation and contact, and how to manage difficult situations with the Person's Family.

11. If certified in an Evidence-Based Therapeutic Foster Care model, ensure its Professional Parents and Therapeutic Foster Parents complete training according to the model and its time frames. Training topics listed in this scope of work that are addressed in the Therapeutic Foster Care curriculum may be counted toward the required topics as long as they are completed within the required timeframes;

12. Ensure all frontline supervisors and a Professional Parent or Therapeutic Foster Parent in each home completes practice model provider training within one year of beginning to provide services; and

13. Ensure its 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.

F. PII AND ELECTRONIC MEDIA

The Contractor shall:

1. Ensure its Staff, volunteers, and subcontractors comply with all confidentiality requirements described in this contract and all state and federal laws, regulations, and policies.

2. Safeguard and not release PII to anyone not providing services pursuant to this contract who has a need to know, or to any social networking mediums or other public forums except as follows:

   a. If the Person's Parents retain parental rights to the Person, the Contractor shall obtain written parental permission prior to any images or information regarding the Person being used in social networking mediums or other public forums;

   b. If the Person is in DCFS or DJJS custody, the Case Manager may provide written permission if: the Parent's whereabouts are unknown, contact with the Parent cannot be made, or Parents do not retain parental rights;

   c. If the Person has a legal guardian other than the Parent, the Contractor shall also obtain written verification of permission from the legal guardian;

   d. If the Person is eight years of age or older and has the mental capacity to understand, the Contractor shall obtain written permission from the Person prior to any images or PII being used in social networking mediums or any other public forum;

   e. When parental and legal guardian permission is obtained, or the decision is made to allow the Contractor to use information or images in a public forum, the images must contain only the Person's first name and NOT identify the Person as a client of the Contractor, a DHS client, or a Person in foster or proctor care, or IRTS services; and

3. Only share general information regarding the Person. The Contractor shall not share information that is case specific or that informs other parties of DHS involvement or the Person's treatment issues or history.

G. BACKGROUND SCREENING REQUIREMENTS

The Contractor shall provide direct supervision of each individual with direct access to any Persons until the individual receives written verification of background screening clearance from OL as required by UAC R501-14.

H. INCIDENT REPORTING

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

I. PROHIBITED THERAPY TECHNIQUES

The following are not allowed:

1. Services where the QMHP or others use coercive techniques to evoke an emotional response in the Person such as rage or to cause the Person to undergo a rebirth experience. Coercive techniques are sometimes referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy; 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 Person.

J. EMERGENCY SAFETY INTERVENTION

1. Definitions: For purposes of this section, the following definitions apply:

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

   "Chemical Restraint" means the (PRN) medication prescribed by the Person's prescriber used primarily to control the Person's behavior.

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

   "Restraint" means the use of physical force with or without a mechanical device, and including Chemical Restraint, to restrict a Person's freedom of movement or a Person's normal access to their body to restrict the Person's aggressive or assaultive behavior.

2. The Contractor shall comply with the following emergency safety intervention requirements to prevent injury to Persons, Professional Parents, Therapeutic Foster Parents, and other Staff during a behavioral crisis in which a Person may be aggressive or assaultive. The Contractor shall:

   a. Have written policies and procedures for emergency safety interventions;

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

   c. **Not use Passive Physical Restraint to control the Person's behavior, unless the Person**:

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

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

(3) Is threatening abuse toward others or self that may, with evidence of past threats or actions, result in danger to others or self.

d. Ensure Passive Physical Restraint is used only by Staff that have completed one of the Passive Physical Restraint trainings identified in the training section of this contract. The Contractor shall use Passive Physical Restraint only after other interventions have been determined to be ineffective. The Contractor shall only use Passive Physical Restraint in a manner that does not cause undue physical discomfort, harm, or pain to the Person. Interventions that use painful stimuli are prohibited. The Contractor shall use Passive Physical Restraint only as long as the Person presents a danger to self or others. The Contractor shall not use Passive Physical Restraint as punishment, for the convenience of Staff, or as a substitute for programming;

e. **Not** use Persons to implement or assist with any passive Behavioral Intervention involving any other Person;

f. Permit self-directed time-outs by authorizing a Person to retreat to a quiet room or area in compliance with the Person's request for the purpose of allowing the Person to regain physical or emotional control;

g. Utilize Staff-directed time-outs in accordance with the following:

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

(2) The Contractor shall never physically control a Person in time-out to prevent the Person from leaving the time out area;

(3) The Contractor may have time-outs take place away from the area of activity or from other Persons, such as in the Person's room, or in the area of activity or other Persons; and

(4) The Contractor's Staff shall monitor the Person while he or she is in time-out.

h. Not use seclusion, defined as restricting a Person to a small room with minimal stimulation, to temporarily isolate the Person to allow the Person

to regain physical or emotional control;

i. Not use mechanical or Chemical Restraints;

j. When any passive Behavioral Intervention results in physical injury to the Person, notify the Case Manager or their supervisor as early as possible. If it meets more immediate reporting criteria according to the DHS Incident Reporting Reference Guide, notify the Case Manager within one business day; and

k. Document and report all Passive Physical Restraint according to the DHS Incident Report Reference Guide.

3. Post intervention debriefings:

Following a Passive Physical Restraint, the Contractor shall ensure the following occur:

a. Staff involved in the intervention conduct a Face-to-Face discussion with the Person within 72 hours following the use of Passive Physical Restraint unless determined therapeutically contraindicated by a clinician involved in the Person's services.

(1) 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 Person.

(2) Other Staff and the Person's Parent(s) may participate in the discussion when deemed appropriate by the Contractor.

(3) The Contractor shall provide both the Person and Staff 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 Person, or others that could prevent the future use of Passive Physical Restraint.

b. Staff involved in the intervention, and appropriate supervisory, clinical, or administrative Staff, conducts a debriefing session that includes a review and discussion of:

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

(2) Alternative techniques that might have prevented the intervention; and

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

K. CHILD PROTECTIVE SERVICES ("CPS") AND ADULT PROTECTIVE SERVICES ("APS")

The Contractor shall:

1. Follow mandatory reporting laws when child abuse or neglect, as defined in Utah Code § 78A-6-105(1), is suspected for children 17 years of age and younger;

2. Follow mandatory reporting laws when adult abuse, neglect, or exploitation, as defined in Utah Code § 62A-3-301 is suspected for adults 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 Contractor's 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 Contractor's Staff, volunteers, or subcontractors, the Contractor shall suspend further placements until the DHS investigation is completed and a determination made regarding the allegation;

5. Comply with the determination made by DHS regarding current Person placement and other safety provisions;

6. Keep knowledge of an investigation confidential; and

7. Send a written notification within one business day to OL if the Contractor is aware that an allegation has been supported against the Contractor or any of the Contractor's Staff, volunteers, or subcontractors.

L. ABUSE AND HARASSMENT PREVENTION

1. Contractor Policy Requirements

The Contractor shall implement, and enforce a written policy:

a. Mandating zero tolerance towards all forms of abuse and harassment, and outlining the Contractor's approach to preventing and responding to such conduct; and

b. 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.

2. Contractor Reporting Duties

The Contractor shall:

a. Require all Staff to immediately report any knowledge, suspicion, or information they receive regarding an alleged incident of abuse or harassment. Alleged incidents of abuse must be reported according to the DHS Provider Code of Conduct. Allegations of harassment must be reported according to the Contractor's policy requirements; and

b. Require all Staff, volunteers, and subcontractors to comply with mandatory child abuse reporting laws.

3. Person Reporting

The Contractor shall:

a. Provide multiple internal ways for Persons to privately report abuse and harassment, retaliation by other Persons or Staff for reporting abuse and harassment, and Staff neglect or violation of responsibilities that may have contributed to such incidents;

b. Ensure the Contractor's Staff accepts reports made verbally, in writing, anonymously, and from third parties, and shall promptly document any verbal reports; and

c. Provide a method for Staff to privately report abuse and harassment of a Person.

M. DHS CARE MANAGEMENT AND HIGH FIDELITY WRAPAROUND

Some Persons and their families that have complex needs and who may be involved with, or at risk of involvement with, multiple systems may be assigned a DHS employee with primary responsibility for facilitating a high fidelity wraparound process, developing an integrated wraparound plan, and coordinating services and supports ("**Care Manager"**). When a Care Manager is assigned, the Care Manager will facilitate planning, together with the Person and their Family, utilizing high fidelity wraparound, an Evidence-Based PCSP process. Through this process, a wraparound support plan will be created as an overarching plan to integrate the plans of all DHS systems involved.

When a Care Manager is assigned, or other DHS System of Care administrators are involved, the Contractor shall:

1. Participate in the wraparound planning process and complete agreed upon assignments;

2. Ensure that goals in the wraparound support plan and the treatment or support plan are aligned; and

3. Coordinate closely with the Care Manager, including when there is a change in needs for the Person or Family, and when changes in services or supports are needed.

N. 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 IRTS Worksheet.

O. UTILIZATION REVIEWS

When applicable, the Contractor shall participate in utilization reviews conducted by DHS in order to assess the Person's response to services, assess the fit of services to the Person'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 DHS Staff in person or by phone to discuss the Person and their services.

P. TRANSPORTATION OF PERSONS

1. For services that allow the Contractor to transport Persons, the Contractor shall comply with UAC R501-2-13.

2. The Contractor shall ensure that Staff, subcontractors, and volunteers providing transportation to Persons have:

    a. Driving records checked annually;

b. Personal automobile registration, if providing transportation in a personal vehicle; and

c. Personal automobile insurance that meets the requirements of this contract, if providing transportation in a personal vehicle.

3. The Contractor shall 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.

Q. GUARDIANSHIP LIMITATIONS

The Contractor shall NOT be or become the legal guardian of any Person for whom services are being provided pursuant to this contract.

R. DOCUMENTATION REQUIREMENTS

Unless specifically stated otherwise or requested by DHS, documentation may be in written or electronic form.

1. Contractor Administrative Requirements

The Contractor shall maintain documentation to support the following:

a. OL license and business licenses;

b. Staff background screening approvals;

c. DHS Provider Code of Conduct signed and placed in each personnel file;

d. Staff training documentation including training curriculum;

e. Documentation of Staff qualifications and applicable licenses;

f. Documentation that QMHPs are providing clinical oversight through regular support and supervision of all Professional Parents, Therapeutic Foster Parents, and Non-Clinical Direct Care Staff;

g. Verification that all Professional Parents and Therapeutic Foster Parents received foster parent due process information;

h. If providing Certified Residential Support Home services, a Residential Support license or a Certified Residential Support certification (for three or fewer Persons) from OL for each home;

i. If providing Professional Parent services or Therapeutic Foster Care services, a Child Placing Foster Agency license from OL; and

j. If providing its own school curriculum, documentation that the school curriculum is recognized by an educational accreditation organization and is accepted by the local school district.

2. Person Records

The Contractor shall maintain documentation for each Person that contains the following:

a. IRTS Worksheet;

b. Date and type of service provided;

c. Incident Reports;

d. Disbursement of Person's clothing and personal needs allowance;

e. All documentation pertaining to services provided; and

f. Person-specific incident reports.

3. DCFS Records

If supporting Persons involved with DCFS, the Contractor shall:

a. Enter and keep updated the required data elements for Federal reporting on the DHS website;

b. Enter initial data into the DHS website within 30 days of the contract start date, and update the website with any change in data within five working days of the change;

c. Enter required information for each Professional Parent's and Therapeutic Foster Parent's home before any Persons may be placed in those locations;

d. Obtain written instructions for logging into and maintaining the required data from DCFS designee; and

e. Contact the SAFE Help Desk at phone number 801-538-4141, or by e-mail at safehelp@utah.gov, for help with entering required data elements.

S. CONTRACTOR VARIANCE

When the Contractor has identified a proposed placement that would put the Contractor out of contract compliance, the following procedures must be followed before the Person may be placed:

1. The Contractor shall request, in writing, a variance from OQD. The request must include:

    a. Person's name;

    b. Written justification for the placement and variance, including how the Contractor intends to meet the supervision and safety needs of the Person;

    c. The start and end date of the proposed variance;

    d. Written verification that the Contractor has discussed the potential placement and received approval from Case Managers with Persons placed in the proposed home; and

    e. Whether the placement also requires a variance from OL.

2. If a proposed placement would violate a licensing rule, the Contractor shall also request and obtain a written variance from the OL Director or designee; and

3. If the OQD Director or designee approves the variance, the approval will be in writing and the Contractor shall retain a copy of the approval in the Person's file.

II. SERVICE REQUIRMENTS

A. GENERAL SERVICE REQUIREMENTS

The Contractor shall:

1. When providing Professional Parent or Certified Residential Support Home services, have the capability to provide a level of support and intervention comparable to, or exceeding, residential treatment programs. In Professional Parent settings, this may be accomplished through a combination of support and behavior interventions by a Professional Parent and other Non-Clinical Direct Care Staff, in conjunction with other treatment and wraparound services;

2. Ensure that services are provided under the clinical oversight of a QMHP;

3. Ensure services are Person-centered, and integrate behavior analytic and other mental health interventions, where appropriate, according to each Person's needs;

4. Provide services using a strengths-based approach in natural environments that assist the Person to engage in and pursue personal interests, normal life activities, and relationships that promote positive development to the greatest extent safely possible;

5. Implement and utilize Evidence-Based or Evidence-Informed practices for each category of need and target population served. The Contractor's daily behavioral programming must follow its implemented Evidence-Based or Evidence-Informed practice;

6. Maintain Evidence-Based certification where applicable to support fidelity over time;

7. Except when only providing Therapeutic Foster Care, provide Day Support/day treatment, partial Day Support/partial day treatment (after school support), or Direct Support Services individualized for each Person's needs to allow the Person to reach a higher level of functioning, enable the Person to safely and appropriately function in community settings, and return home or transition to another permanent living arrangement;

8. Incorporate the Person's individual identified risk factors and treatment goals, as identified on the Person's DHS assessment, into the program. Treatment goals must be specific, measurable, attainable, realistic, and timely;

9. Use trauma informed care for Persons 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 Person and avoid re-traumatization;

10. Incorporate trauma informed care into day-to-day programming;

11. Arrange for or provide mental health services for each Person based on the Person's individual mental health needs as prescribed by a QMHP and with prior written approval from the Case Manager. 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;

12. At the time of admission, coordinate with the Case Manager to initiate transition planning for a Person and continue transition planning throughout placement to help the Person and their family prepare for the Person's return home, transition to another treatment program, proctor care or foster placement, or transition to an independent living program or arrangement;

13. Work and coordinate with a Person's Family with whom reunification, adoption, or permanent guardianship is a goal, according to the DHS Division's plan; and

    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. Whenever possible, services must be Family-driven and Person-guided, with the Parent and the Person making significant, meaningful decisions regarding their services and service planning. 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 Person, to be safe and successful together at home; and

    b. Assist the Person and Family in obtaining community resources.

14. Coordinate treatment with direct care Staff and reinforce treatment during day-to-day activities.

15. Notify the DHS representative, in writing, at the beginning of the certification process of a Professional Parent or Therapeutic Foster Care Parent that is transferring from another agency when there is currently a Person placed in the Professional Parent's or Therapeutic Foster Parent's home and:

    a. Obtain written approval from the Case Manager for the Person to remain in the Professional Parent's or Therapeutic Foster Parent's home prior to certifying the Professional Parent or Therapeutic Foster Parent with the new agency; and

    b. Not provide services to the Person without an IRTS Worksheet.

16. Actively seek to reduce the Person's dependency on services through the development of skills, reduction in problem behavior and psychiatric symptoms, and the development of natural supports. The Contractor shall increase or decrease the intensity of support services for the Person, depending on the Person's needs, without a change in the placement setting.

17. Perform quarterly internal reviews on the amount and type of services the Person is receiving and document the reviews. Ensure that the IRTS Worksheet is revised and approved by DHS anytime services for the Person are changed.

18. Provide wraparound services to Persons not placed in an IRTS Professional Parent or residential setting.

19. Adhere to clinical guidelines and service guidelines as developed by DHS and available on the DHS website.

B. CARE AND SUPERVISION

The Contractor shall provide 24/7 supervision based on an individual Person's needs as determined with the Case Manager and the Team.

Care and supervision means 24/7 board, and supervision in a safe and nurturing environment in a Certified Residential Support Home OR Professional Parent's OR Therapeutic Foster Care Parent's home setting, including care normally provided by a Parent. The Contractor shall provide a structured environment, guidance, supervision, behavior management, health care, mental health treatment, and other supports designed to improve the Person's condition or prevent further regression.

C. PLACEMENT REQUIREMENTS

1. Decision to Place

Prior to initiation of services, DHS shall make a determination of placement level based upon the DHS assessment and placement selection process. The Case Manager or other DHS designee will initiate a referral for placement to the Contractor.

a. Prior to making a determination of the Person's appropriateness for placement in the Contractor's program, the Contractor shall obtain from DHS the following information:

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

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

(3) Person's current placement;

(4) Summary of Person's available mental health, medical, and behavioral needs;

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

(6) Reason for placement.

b. If the Contractor accepts the referred Person, an IRTS Worksheet will be completed and signed by the Case Manager, the Contractor, and others as designated by DHS. The Contractor shall return a signed copy of the IRTS Worksheet to the designated DHS staff within 30 days of the Person's admission to the program. The Contractor shall retain a copy of the IRTS Worksheet in the Person's file.

2. **Person Information Provided for Placement**

Within five business days of placement, or as soon as available from DHS, the Contractor shall obtain from the Case Manager copies of records from the Person's permanent file including:

a. The PII obtained in the decision to place and:

(1) For Persons involved with DCFS, a DCFS Shelter or Foster Placement Verification and Medical Authorization Letter;

(2) Current assessment information; and

(3) Person's offense history.

b. Summary of the Person's behavior and individualized treatment needs, as identified through the DHS assessment process;

c. Current education records, such as name and address of recently attended school, transcripts, and Individualized Education Program, if applicable;

d. Summary of prior placements or services;

e. Most recent available health records, such as name and address of Person's health providers, medical, dental, and vision reports, immunization records, and medications;

f. Most recent available mental health evaluations, psychiatric evaluations, and psychological evaluations;

g. Insurance or Medicaid card;

h. Consent form from DHS authorizing the Contractor to obtain medical or dental care for the Person;

i. List of people approved to contact or visit the Person; and

j. Upcoming scheduled appointments, such as court or medical appointments.

3. **Change of Placement and Notification**

The Contractor shall not remove a Person from a placement or change the placement prior to complying with the following:

a. A minimum of ten business days prior to the Contractor removing a Person from a Professional Parent's home OR Certified Residential Support Home, or in an emergency situation within one business day following the change, the Contractor shall notify the Case Manager of the following information:

(1) Person's name;

(2) Name of the proposed new placement (if a Professional Parent's or Therapeutic Foster Parent's home, provide Family name);

(3) Address and phone number of the proposed new placement;

(4) Date of the proposed placement change; and

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

b. When there is a need to remove a Person from a placement due to an unforeseen emergency, the Contractor shall notify the Case Manager as immediately as possible; and

c. Except in an emergency, the Contractor shall obtain prior approval from the Case Manager to remove or change a Person's placement.

4. **Limitations for Mixing Populations**

a. Persons in the custody of DCFS and DJJS must not be placed together without prior written approval from the Division director or designee of both Divisions.

b. Persons who have been determined to need IRTS must only be placed with non-IRTS Persons after careful consideration to ensure that the combination is not therapeutically contraindicated, including that individuals with low criminogenic risk are not being placed with individuals with moderate-to-high risk, unless the Person with moderate-to-high risk is stepping down and prior written approval is granted by the Person's Case Manager. This assessment must consider multiple factors including age, cognitive functioning, sophistication and maturity, specific criminogenic risks, and behavioral history.

c. Person populations in different categories of need under the Placement Models, including sex offender, mental health, substance dependent, and criminogenic, must not be placed together in a Certified Residential Support Home, except for Persons with multiple diagnoses, in which case the diagnosis the Team deems of most concern will dictate the placement.

The Contractor shall provide individualized treatment that addresses the Person's needs associated with the diagnosis of most concern and needs associated with other diagnoses.

d. Persons of different genders must not be placed together in the same Certified Residential Support Home.

D. SERVICE COORDINATION AND SUPERVISION

The Contractor's Professional Parents, Therapeutic Foster Parents, and Non-Clinical Direct Care Staff shall provide 24/7 supervision of Persons in their care, and shall maintain required Staff-to-Person ratios for each Person. The Contractor shall comply with the following components of supervision.

1. PCSP

The Contractor shall:

a. Create a written PCSP based upon the principles of Person-centered planning that is the overarching plan for the services and support provided by the Contractor. The PCSP must address the primary health and safety needs of the Person, and their primary goals and interests in a flexible and responsive manner that enables the Contractor to pursue the goals of the plan effectively.

Develop the PCSP in coordination with the Case Manager and the Team within 30 days of placement and ensure the Person and their Family are involved in creating the plan and in plan implementation to the extent the Person is capable.

b. Include the following in a PCSP:

(1) Information regarding the strengths, needs, and interests of the Person;

(2) Goals based upon the needs and interests of the Person, selected with the Person;

(3) The primary health, safety, and therapeutic needs of the Person if such needs are not more appropriately addressed in the rehabilitative mental health services treatment plan;

(4) Goals that balance the health and safety needs of the Person and the Person's interests, and goals that reflect interests of the Person and the supports that will be provided to pursue those interests. Not all goals in the PCSP must address behavior change;

(5) Except when providing Therapeutic Foster Care only, support strategies or Staff instruction sheets related to the Person's goals;

(6) Except when providing Therapeutic Foster Care only, a BSP unless the Person does not exhibit significant problem behavior; and

(7) A data collection sheet for skills training or other supports.

c. When a BSP is prescribed, ensure the BSP complies with the requirements of the Contractor's DHS contract under procurement DHS90758;

d. Review the plan at least quarterly and update the plan based on the Person's progress and change in status in consultation with the Case Manager;

e. Submit the plan to the Case Manager within 30 days of the end of the quarter if goals in the PCSP or BSP are changed; and

f. Submit a revised IRTS Worksheet to the Case Manager for approval and service authorization if the review of the plan results in a need to change the IRTS Worksheet.

2. Documentation:

The Contractor shall:

a. Except when providing Therapeutic Foster Care only, create a written BSP that emphasizes a positive approach with effective services designed to acquire and maintain adaptive behaviors and prevent problem behaviors;

b. Use data collection documentation to track the supports provided and progress of each goal;

c. Prepare a written summary each month documenting the Person's progress and activities related to their PCSP;

d. Maintain documentation of implementation of the PCSP; and

e. Maintain documentation of direct services delivered and who delivered them via time sheets or other means that may be validated by DHS.

3. **Direct Oversight**

The Contractor shall:

a. Provide supervision based on individual Person needs;

b. Accompany and participate in community activities to the extent appropriate and feasible for the Person;

c. Provide general guidance and prompting of behaviors. The Contractor shall only use constructive discipline and no corporal punishment; and

d. Approve unsupervised time and supervision by natural supports only after careful assessment and safety planning with the Person's Team, and with written approval from the Case Manager. Unsupervised time and supervision by natural supports:

(1) May be approved by the Case Manager and the Team in an effort to support the Person in their personal interests or to develop self-sufficiency and independent living skills after careful safety assessment.

(2) Must not be approved as a convenience to Professional Parents, Therapeutic Foster Parents, or other direct care Staff. Under normal circumstances, supervision by a neighbor, friend, or extended Family member of a Professional Parent or Therapeutic Foster Parent is not permitted unless the individual meets all the requirements of this contract for Direct Care Staff and is under the supervision of the Contractor.

4. **Case Requirements**

The Contractor shall:

a. Actively participate as a member in Team meetings, and

(1) Ensure that the input and information from the Professional Parent or Certified Residential Support Home Staff is represented.

(2) Request Team meetings, as needed.

b. Attend and participate in court proceedings;

c. Assist in case planning and implementation;

d. Provide care and supervision services in collaboration with the Person's Family or other permanent caregiver and other Team members to promote stability and long-term permanence for each Person;

e. Connect the Person to Person's Family or other Persons important to the Person;

f. Maintain Person records; and

g. Coordinate medical, school, and mental health care with the Case Manager and Parent.

5. **Family Visitation and Other Contact**

Family visits include Person visits and other contact with Parent(s) and siblings. The Contractor shall help the Person achieve permanency according to the DHS service plan, and help the Person to have the most optimal relationship possible with each of the Person's Family members. The Contractor shall facilitate Family contact and visitation. The Contractor shall not withhold Family visits without the approval of the DHS Case Manager, or solely based on the level or progress of the Person. The Contractor shall provide visitation at a time that reasonably accommodates the Family's schedule. The Contractor shall:

a. Ensure that a Person in DHS custody has frequent Face-to-Face visits and contacts with Parents, and any of the Person's siblings also in DHS custody, unless restricted by court order. Frequency of visits must be determined by the Team, with at least weekly visits as a general guideline, unless doing so would be contrary to the safety or well-being of the Person or siblings, or if a court order precludes a Family member from having contact;

b. Implement the quantity and kind of Family visitation as decided by the Team and approved in writing by the Case Manager. Family visitation may include:

(1) On-site Family visits in which a Family member visits the Person at the Contractor's program;

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

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

c. Arrange off-site Family visits or Family home visits for each Person as directed by the Team;

d. Obtain written or electronic approval from the Person's Case Manager for all off-site visits or Family home visits. 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 in transporting to and from the visit;

e. Allow a Person to make phone calls to Family at no cost to the Person or Parent, unless prohibited by the court or the Case Manager;

f. Obtain approval from the Person's Case Manager prior to allowing a Person the use of the internet, e-mail, and other social networking sites; and

g. Obtain approval from the Person's Team for contact with other individuals.

6. **Health Services**

The Contractor shall:

a. Ensure each Person receives health care services by:

(1) Ensuring age-specific physical care;

(2) Participating in ongoing developmental assessments;

(3) Providing nutrition;

(4) Overseeing, participating in, and teaching Person self-care;

(5) Addressing medical and dental needs and physical limitations or disabilities;

(6) Scheduling, accompanying, and transporting to medical and dental visits within required time frames listed in this contract;

(7) Managing and distributing prescription medications;

(8) Providing over-the-counter medications; and

(9) Monitoring and tracking substance use or abuse.

b. In consultation with the Case Manager, arrange for all required medical, dental, and psychiatric diagnostic evaluations and needed follow-up services for the Person as described below:

(1) A medical or physical assessment or examination and dental examination are required within 30 days of a Person entering DHS custody.

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

(3) Dental examinations are required annually thereafter (by the end of the 13th month following the prior dental examination).

(4) 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 Person services: well child checks, sick visits, dental, orthodontics, mental health treatment, or medication management.

(5) The Contractor shall 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. The examination or addendum must assess the existence, nature, or extent of illness, injury, or other health deviation for the purpose of determining the Person's need for mental health services.

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

c. For Persons with Medicaid, use providers covered by the health plan listed on the Person's Medicaid card for non-emergency medical, dental, and mental health checkups and follow up visits. If the Contractor neglects to take the Person to a provider covered by the health plan listed on the Person's Medicaid card, the Contractor shall pay the bill out of pocket, and will not be reimbursed by DHS; and

d. For Persons involved with DCFS, provide the DCFS nurse with a copy of a Health Visit Report within 30 days of an examination. The Contractor shall maintain a copy of the Health Visit Report in the Person's file.

7. **Linking Persons to Mental Health Services**

The Contractor shall:

a. Be enrolled as a Medicaid provider;

b. Provide or obtain mental health services for each Person in the program in coordination with the Case Manager based on the Person's individualized mental health needs as prescribed by the program's QMHP;

c. 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 service contract with DHS; and

d. Ensure Professional Parents, Therapeutic Foster Parents, and Non-Clinical Direct Care Staff actively support and participate in a Person's mental health treatment, including:

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

(2) Reinforcing activities that support treatment goals in the Person's daily setting and schedule;

(3) Communicating with treatment providers;

(4) Developing and maintaining a relationship with a Person;

(5) Providing day-to-day guidance;

(6) Helping the Person develop and mature mentally and emotionally; and

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

8. **Linking Direct Care of Person with Education, Employment, or Training Needs**

The Contractor shall:

a. Coordinate with the Case Manager to ensure the Person's educational, employment, and training needs are met; and

(1) Participate, oversee, and support the Person's educational activities;

(2) Ensure the Persons attends an accredited educational program;

(3) Communicate with school personnel on Person's behalf, including having Contractor Staff, Professional Parent, or Therapeutic Foster Parent attend parent teacher conferences or other educational meetings; and

(4) Help the Person with homework.

b. Enroll or assist the Case Manager in enrolling each Person who is of school age in an accredited school program, vocational program, or employment program appropriate for the Person's needs;

(1) Where possible, the Person must remain in their existing school in order to allow consistency in their education.

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

c. 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;

d. Ensure that any educational credits received by the Person will be accepted by the local school district;

e. Coordinate or provide training in basic life skills for adults based upon the Person's age and developmental level;

f. Accommodate the Person's participation in extracurricular activities and adapt the Person's schedule to allow for such extracurricular activities.

(1) The Contractor shall obtain written permission or document verbal permission from the Case Manager prior to the Person participating in extracurricular activities.

(2) 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.

g. Obtain approval from the Person's Case Manager prior to removing the Person from school. When an appointment requires the Person to be removed from school, the Contractor shall make arrangements with the

school beforehand to obtain school work and assignments for the time the Person will be excused;

h. Provide the school with a contact number where the school can contact the Contractor during school hours if the Person is sick or if there is an emergency; and

i. Ensure that a representative of the Contractor is available to be reached by the school and respond during all school hours, including picking the Person up when necessary.

E. SPECFIC SERVICE REQUIREMENTS

1. Certified Residential Support Home

The Contractor shall:

a. Maintain the following general requirements:

(1) For each Certified Residential Support Home, maintain a Residential Support license or a Certified Residential Support certification for three or fewer Persons issued by OL;

(2) Employ or contract with one or more QMHP(s) to provide clinical support, oversight, consultation, and training. The Contractor shall 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 who will be responsible for the day-to-day management and oversight of the home. The manager shall have at least a Bachelor's degree or two years of related experience;

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

(5) Employ trained Non-Clinical Direct Care Staff to provide day or Direct Support Services or Respite Care for Persons in a Professional Parent's or Therapeutic Foster Parent's home.

b. When a Person is placed in a Certified Residential Support Home:

(1) Provide direct care staffing to support Persons based on an individualized Staff-to-Person ratio as indicated in the Person's PCSP or IRTS Worksheet. Non-Clinical Direct Care staff support may include up to 24/7of supervision. The actual hours of direct care support must be approved by the Case Manager and documented on the Person's IRTS Worksheet;

(2) Assist the Person 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;

(3) Provide support, supervision, training, and assistance for Persons living in a licensed or certified residential setting including Day Supports, when needed, to maintain the Person's health and safety and assistance with activities of daily living;

(4) Base the type, frequency, and amount of required support on the Person's needs; and

(5) Follow the requirements outlined in the Residential Habilitation Supports section of the scope of work in the Contractor's DHS contract issued under procurement DHS90743.

c. Maintain the following capacity requirements:

(1) Ensure the ratio is individually determined for each Person;

(2) Make a determination regarding the type and intensity of supervision in or outside the home including need for awake night Staff. This determination must be agreed upon by the Case Manager, the Contractor, and the Team and documented in the IRTS Worksheet;

(3) Ensure support staff are not included in the ratio. Support staff means Contractor staff that do not provide direct supervision or services to Persons;

(4) Ensure educational staff not employed by the program are not included in the ratio;

(5) Ensure at least one Staff member of the same gender as the Person is working in the home at all times; and

(6) Ensure each Person has a private bedroom when the Contractor or Case Manager determines it is necessary based on a Person's need.

When determined necessary, the room must be monitored by an alarm system to ensure maximum Person safety.

2. **Professional Parenting and Therapeutic Foster Care**

The Contractor shall:

a. Maintain the following general requirements:

(1) A copy of the provider-generated annual certificate documenting that each Professional Parent's and Therapeutic Foster Parent's home meets all OL foster care license requirements, and a copy of the background screening clearances for all adults in the home.

(a) The certificate must include the name of the Professional Parent's or Therapeutic Foster Parent's address, and start and end date that the certificate is in effect; and

(b) A copy of the certificate must be maintained in the Professional Parent's or Therapeutic Foster Parent's Family file.

(2) Professional Parents and Therapeutic Foster Parents are trained and certified by the Contractor.

(3) Complete quarterly home inspections.

b. When a Person is placed with a Professional Parent or Therapeutic Foster Parent:

(1) Provide care and supervision, therapeutic intervention, and community integration through Professional Parents or Therapeutic Foster Parents and direct care Staff in the Professional Parent's or Therapeutic Foster Parent's home and the community;

(2) Provide individualized habilitation and treatment, supervision, training, and day or Direct Support Services to maintain individual health, safety, and assistance with activities of daily living.

(a) Except when providing Therapeutic Foster Care only, the Contractor shall provide direct support by trained direct care Staff in addition to the Professional Parent. The Contractor shall have the capacity to provide this support any day of the week, on up to a daily basis, throughout the day, according to the needs of the Person. The direct support may be provided in the Professional Parent home,

in the community, or in a licensed day treatment or certified day support setting.

(b) Provide intensive support, intervention, and clinical treatment that is coordinated with appropriate behavioral and other interventions by nonclinical Staff according to the Person's needs.

(3) Assist the Person 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 home or to another permanent living arrangement;

(4) Base the type, frequency, and amount of required support on the Person's needs;

(5) Except when providing Therapeutic Foster Care only, follow the requirements outlined in the Professional Parent Supports section of the Contractor's DHS contract awarded under procurement DHS90743;

(6) Ensure a Person placed in a Professional Parent's or Therapeutic Foster Parent's home is considered part of the Family and treated as such. The Person should be incorporated into Family activities and be given reasonable responsibilities and expectations within the Person's abilities;

(7) Provide 24/7 on-call support, and mobile response when necessary, to Professional Parents and other direct care Staff by an experienced supervisor with access to a clinician. Whenever possible, these individuals should be familiar with the Person;

(8) If providing services under a Therapeutic Foster Care model or qualified for IRTS by virtue of Therapeutic Foster Care model certification, adhere to the model, and maintain documentation of model implementation and self-monitoring;

(9) If providing services under a Therapeutic Foster Care model or if qualified for IRTS by virtue of a Therapeutic Foster Care model certification, the Contractor shall comply with the Family Focused Treatment Association's Program Standards for Therapeutic Foster Care, or have a plan to comply with these standards and demonstrate progress toward compliance;

(10) If providing services under a Therapeutic Foster Care model or if qualified for IRTS by virtue of a Therapeutic Foster Care model

certification, provide family coaching according to the model and at minimum of two to four times per month. The Contractor shall document family coaching.

(11) Employ a manager who will be responsible for the day-to-day oversight of homes and coordination of services. The manager shall have, at least, a Bachelor's degree or two years of related experience;

(12) Provide individualized wraparound services to ensure safety and placement stability and in a manner that is responsive to Person needs; and

(a) Wraparound services must be coordinated and integrated among services and with the Professional Parents or Therapeutic Foster Parents.

(b) The Contractor shall have procedures to ensure that supports and interventions are adjusted to a Person's needs and coordinated among clinicians, direct care Staff, Professional Parents and Therapeutic Foster Parents.

(13) Provide regular support and coaching to Professional Parents and Therapeutic Foster Parents.

c. Maintain the following capacity requirements:

(1) Have no more than one Person placed in a Professional Parent home unless pre-approval is obtained from each Person's Case Manager and a variance is provided by the DHS OQD. It is the responsibility of the Contractor to ensure that when there are two or more Persons placed in the home, the Persons are compatible with one another and with the Professional Parent family, and that the Contractor has assessed that placing the two Persons in the home does not appreciably increase the risk of displacement or impact the wellbeing of any individual;

(2) Have no more than two Person's placed in a Therapeutic Foster Parent home unless a Professional Parent, Therapeutic Foster Parent, or a supervisor is available for immediate contact when the Person is temporarily away from the home;

(34) Ensure one Professional Parent or Therapeutic Foster Parent is in the home at all times when the Person is in the home. If the Professional Parent or Therapeutic Foster Parent cannot be home, the Contractor's Non-Clinical Direct Care Staff may provide supervision in the home;

(5) Ensure a Professional Parent, Therapeutic Foster Parent, or Non-Clinical Direct Care Staff is immediately available, but not necessarily awake, during nighttime sleeping hours;

(6) Ensure the Professional Parent's home has no one under the age of 18 residing in the home if the Person residing in the home is an adjudicated sex offender;

(7) Ensure Respite Care services for the Professional Parent and Therapeutic Foster Parent are based upon the intensity of services required for the Person and documented in writing, in the Professional Parent section of the IRTS Worksheet; and

(a) Ensure a Professional Parent/Therapeutic Foster Parent or respite home is not the same home as that of the Contractor, owner, administrator, program director, or clinical Staff;

(b) Direct care Staff can provide respite service in the Professional Parent's or Therapeutic Foster Parent's home.

(c) For Professional Parent provide Respite Care only in the home of another Professional Parent or Therapeutic Foster Parent. Ensure only one DHS Person is in a Professional Parent respite home unless approved by the Case Manager. In emergency situations where there is no Respite Care option in a Professional Parent's or Therapeutic Foster Parent's home, or with approval from the Team, the Contractor may place a Person for Respite Care in a Certified Residential Support Home. The Contractor shall notify the Case Manager as soon as possible after initiating the Respite Care in the Certified Residential Support Home. In all cases, the Contractor shall assess the safety and appropriateness of having the Person in the Certified Residential Support Home with the other Persons who live in the home;

(d) For Therapeutic Foster Parent provide Respite Care only in another Professional Parent, Therapeutic Foster Parent or Proctor Parent home. A Therapeutic Foster Parent may have more than one but not more than three DHS Persons in the home when providing Respite services. In emergency situations where there is no Respite Care option in a Professional Parent, Therapeutic Foster Parent or Proctor Parent home, or with approval from the Team, the Contractor may place a Person for Respite Care in a

Certified Residential Support Home. The Contractor shall notify the Case Manager as soon as possible after initiating the Respite Care in the Certified Residential Support Home. In all cases, the Contractor shall assess the safety and appropriateness of having the Person in the Certified Residential Support Home with the other Persons who live in the home;

(e) Require the Respite Care Professional Parent, Therapeutic Foster Parent, Proctor Parent or direct care Staff to provide all services required of the original Professional Parent and Therapeutic Foster Parent, including transportation, care, supervision, and assistance with daily life skills; and

(8) For Persons with a Network on Juveniles Offending Sexually **("NOJOS")** score of level IV or above:

(a) Not mix risk levels in the home;

(b) Ensure that no one in the home is the same age of the victim or victim type of the Person;

(c) Ensure that the Person's door has an alarm on it;

(d) Ensure that the Professional Parents and Therapeutic Foster Parent have an active safety plan and adhere to it;

(e) Ensure the Professional Parents and Therapeutic Foster Parent's receive enhanced training on safety and supervision specific to Persons with problematic sexual behavior, and there is adult supervision at all times when the Person(s) are in the home; and

(f) Ensure that Professional Parents and Therapeutic Foster Parent's meet all of these requirements before providing care.

3. **Day Support**

Day Support is typically provided for Persons living in a Professional Parent setting as an after-school partial-day treatment or partial-Day Support service, or a summer day treatment/Day Support service, or both. Both can be provided on the same day and can be provided on weekdays and weekend days when the Person needs intensive support.

When Day Support is a component of a Person's IRTS, the Contractor shall:

a. Provide support, supervision, and training in a structured programmatic setting;

b. Provide a safe, non-residential community habilitation or rehabilitation program where the Person receives Day Support and day treatment services to gain skills, address therapeutic needs, avoid becoming isolated, and participate in and contribute to the community;

c. Maintain or improve a Person's job-readiness skills, work abilities, dexterity, stamina, memory, personal safety, interpersonal relations, self-help, communication, mobility, and other functional abilities and life skills as specified in the PCSP;

d. Follow the requirements outlined in the applicable section of the Contractor's DHS contract under procurement DHS90743; and

e. Make the service available as a wraparound service to Persons not residing in a DHX placement who are appropriately matched to the service.

The Contractor may provide Day Support via the Day Treatment or Community Group Supports services in the Contractor's DHS contract under procurement DHS90758 as long as the requirements of that contract are met. If the Contractor is using the Day Treatment or Community Group Support services in the Contractor's DHS contract under procurement DHS90758, the Contractor shall not use the Day Supports service in the IRTS Worksheet for services delivered at the same time of the day.

4. **Direct Support Services**

When Direct Support Services is a component of a Person's IRTS, the Contractor shall:

a. Provide supplementary support, supervision, training, and assistance on an hourly basis for Persons living in a Professional Parent, Therapeutic Foster Parent, or Certified Residential Support Home;

b. Provide Direct Support Services based upon the needs assessed in the PCSP; and

c. Provide support related to the Person's health and safety, personal care, maintenance of their living environment, adherence to medication regime, communication, interpersonal skills, activities of daily living, transportation to access community activities, shopping, tracking of money and bills, socialization, self-help, and other skills necessary to interact successfully in the community.

If the Contractor is providing services under a Therapeutic Foster Care model or qualifies for IRTS by virtue of a certification in a Therapeutic Foster Care model, the Direct Support Service may also be used for Parent coaching according to the model.

5. **Behavioral Support**

a. **Behavioral Support (Bachelor's Degree Level):** When a bachelor's degree level behaviorist is a component of IRTS, the Contractor shall follow the requirements outlined in the BC1 section of the Contractor's DHS contract under procurement DHS90743.

b. **Behavioral Support (Master's Degree Level):** When a master's degree level behaviorist is a component of IRTS, the Contractor shall follow the requirements outlined in the BC2 section of the Contractor's DHS contract under procurement DHS90743.

c. **Behavioral Support (Ph.D. Level):** When a Ph.D. level behaviorist is a component of a Person's IRTS, the Contractor shall follow the requirements outlined in the BC3 section of the Contractor's DHS contract under procurement DHS90743.

The Contractor may provide Behavioral Support under the behavior analyst services in the Contractor's DHS contract under procurement DHS90758 in place of them being provided under IRTS. The Contractor shall NOT use both the Behavioral Support service in the IRTS Worksheet and the behavior analyst services in their DHS contract under procurement DHS90758.

The Contractor may use Behavioral Support that meets the requirements of their DHS contract under procurement DHS90743 or their DHS contract under procurement DHS90758.

If the Contractor is providing services under a Therapeutic Foster Care model or qualifies for IRTS by virtue of a certification in a Therapeutic Foster Care model, the Behavioral Support and Behavioral Consultation services may also be used for Parent coaching according to the model as long as the credentials of the Staff providing Parent coaching comply with the Behavior Support requirements.

6. **Clinical Oversight**

The Contractor shall provide all services under the oversight of a fully licensed QMHP. The QMHP providing oversight shall provide clinical oversight of the plan and the services for each Person, ensure that services are appropriate and necessary for the person's needs, and provide guidance to Staff, including Professional Parents and Therapeutic Foster Parents.

III. REIMBURSEMENT

DHS will reimburse the Contractor for IRTS utilizing daily rates for the following components of the service. Only DHS has the authority to change the service rates on the IRTS Worksheet.

A. BASIC CARE AND SUPERVISION (DHS SERVICE CODE: DHX, DTX, DRX)

1. Basic care and supervision will be paid at a DHS established daily rate using the following service codes:

    a. DHX: Professional Parent Home;

    a. DTX: Therapeutic Foster Care Home; and

    b. DRX: Certified Residential Support Home.

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

3. The DHX, DTX and DRX rates are established by DHS based upon legislative allocation. This rate is not tied to Supplemental Security Income ("**SSI**") that a Person with a disability may receive from the Social Security Administration. The DHX, DTX and DRX rates are not tied to increases in SSI and will not be increased if a Person's SSI monthly payment is increased. DHS will determine when a change in these rate will be made.

4. The following costs are not included in the DHX, DTX and DRX daily rate for basic care and supervision:

    a. 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.

    b. Costs for mental health services reimbursed through Medicaid and supportive services reimbursed on a fee-for-service basis.

    c. Costs for supplemental supervision and other component services of IRTS required because of a Person's complex and intensive needs, which are paid under the DIS or GHX service codes.

B. INDIVIDUALIZED RESIDENTIAL SERVICES (DHS SERVICE CODE: DIS)

1. The DIS service rate is an individually calculated and authorized daily rate for the cost to provide supplemental supervision in a Professional Parent's or Therapeutic Foster Parent's home in excess of that normally required in a foster Family home. The DIS service rate is also an individually calculated and authorized daily rate for the cost to provide staffing services for Persons in a community residential support setting. The DIS service rate includes other services as listed below when required to address a Person's needs. The DIS services also include administrative costs associated with providing IRTS services. DHS establishes a maximum daily rate.

2. The DIS rate for a Person is calculated and authorized on the IRTS Worksheets and must not exceed the maximum daily rate. The IRTS Worksheets consist of four segments: DIS individualized service plan; Professional Parent; Certified Residential Support Home; and day or Direct Support Service.

3. The Contractor may use a DIS rate for periods of time that school is in session (school year), a separate DIS rate for periods of time when school is out (summer or off track), and when services are increased during the period that school is out such as when a summer program is provided. If authorized by the Case Manager, a Person not placed with the Contractor may receive Day Support and other direct supports wherein the Contractor shall complete one or both of the Day Support worksheet or the Professional Parent worksheet (not to include the Professional Parent daily stipend) to establish the proposed DIS rate.

4. The Contractor shall complete a placement worksheet (either the Professional Parent worksheet or the Certified Residential Support worksheet) for the Person. The Contractor may also complete the Day Support worksheet. The Contractor shall combine the appropriate placement worksheet and the Day Support worksheet in calculating the proposed DIS rate.

5. The Contractor, Case Manager, and DHS designee shall review the proposed components of IRTS service and negotiate with the Contractor to establish the DIS daily rate based upon evaluation of specific Person needs and Contractor resources. The Contractor and the designated DHS staff will approve in writing the IRTS Worksheets. The same process applies for modification to the IRTS Worksheets.

6. When the Contractor is providing a Therapeutic Foster Care model, the combined DTX and DIS rates must not exceed $120 per day for the Therapeutic Foster Care Services. These include the pay to the Therapeutic Foster Parent, respite, Therapeutic Foster Parent coaching and supervision, and training, supervision, administrative and operating costs related to the Therapeutic Foster Care and implementation of the Therapeutic Foster Care model. If other direct services to the Person above and beyond the core elements of Therapeutic Foster Care are

provided, these services may elevate the rate beyond $120 as approved by the Case Manager and documented in the IRTS Worksheets.

7. The following services are components used in calculating the DIS daily rate. Only those specific services needed for a Person will be included when calculating the Person's daily rate. The Contractor shall provide one or more of these services as determined by the needs of the Person and as approved, in writing, by the designated DHS staff.

   a. **Professional Parent:**

      This proposed cost must be based on cost for Professional Parents or Therapeutic Foster Parents to provide care 24/7.

   b. **Certified Residential Support Home:**

      This proposed cost must be based on the cost for Non-Clinical Direct Care Staff to provide care and supervision in a Certified Residential Support Home at the staff-to-Person ratio approved for the Person for 24 hours per day on weekends and for 18 hours per day on days when the Person is in school, at work, or receiving other Day Supports. If the Person is not in school, working, or receiving other Day Supports, the IRTS Worksheet must be modified to accommodate a 24/7Non-Clinical Direct Care schedule.

   c. **Day Support:**

      This is used for after-school or partial day treatment programs, summer programs, and day treatment/Day Support programs. The proposed cost must be based on an average of hours for Day Supports and can be designated for a full or partial day, or both. If the Person has Medicaid, the Contractor shall bill any portion of Day Supports that meets the outpatient mental health services requirements in this contract to Medicaid and use the DIS Day Supports worksheet for supplemental supports not billable to Medicaid, as needed.

   d. **Direct Support Services:**

      This is a based on a DHS hourly rate. The Contractor shall base the number of service hours provided on the Person's behaviors and treatment needs. The Contractor may include this service as a component on the Professional Parent worksheet.

   e. **Respite Care (Professional Parent and Therapeutic Foster Care only):**

The proposed cost must be based on a daily rate and the number of days of respite to be provided for Professional Parents or Therapeutic Foster Parents based on the Person's behaviors and needs. The Contractor shall delineate costs for Respite Care separate from other services on the Professional Parent worksheet.

f. **Clinical Oversight by a QMHP:**

The clinical oversight is based on a DHS hourly rate. The Contractor shall base the number of service hours provided on the Person's behaviors and treatment needs.

If the Contractor is providing services under a Therapeutic Foster Care model or qualifies for IRTS by virtue of a certification in a Therapeutic Foster Care model, the Clinical Oversight service may also be used for Parent coaching according to the model.

g. **Behavioral Supports by a Bachelor's Degree Level Behaviorist:**

The bachelor's degree level behaviorist services are based on the DHS hourly rate. The Contractor shall base the individually designed one-on-one interventions and number of service hours provided on the Person's behaviors and treatment needs.

h. **Behavioral Supports by a Master's Degree Level Behaviorist:**

The master's degree level behaviorist services are based on a DHS hourly rate. The Contractor shall base the individually designed one-on-one interventions and number of service hours provided on the Person's behaviors and treatment needs.

i. **Behavioral Supports by a Ph.D. Level Behaviorist:**

The Ph.D. level behaviorist services are based on an hourly rate. The Contractor shall base the individually designed one-on-one interventions and number of service hours provided on the Person's behaviors and treatment needs. The Ph.D. level behaviorist services must be provided by a Ph.D. level clinician with appropriate training and experience or a Board-Certified Behavior Analyst.

C. RESIDENTIAL SUPPORT PAYMENT (DHS SERVICE CODE: GHX)

The GHX service code is used to pay for Certified Residential Support Home supplemental supervision based on a DHS hourly rate. GHX is used for Person supervision needs beyond 18 hours a day. GHX must not be used to accommodate ongoing need for 24/7direct care and supervision.

D. ABSENCES (DHS SERVICE CODES: AIS, AHX)

1. A "day of absence" is defined as any full 24-hour day, from 12:00 a.m. to 11:59 p.m., when the Person is absent from the Professional Parent's home, Therapeutic Foster Parent's home, or Certified Residential Support Home and not under the direct care and supervision of the Contractor for the full 24 hours of the day.

2. The Contractor shall hold a placement for a Person that 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 Person 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 DIS, DHX, DTX and DRX rates as long as the Person returns to the placement after the absence. If the Person 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.

   If a Person's absence for the purpose of transition will exceed eight days in a calendar month, and if the plan for the Person 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.

3. The Contractor may bill at the reduced daily rate using the absence code for a Person that is absent for reasons other than a planned transition, such as being absent without leave ("**AWOL**"), if the plan for the Person is to return to the same placement and if preapproved by the Case Manager, in writing.

4. When the Contractor is receiving payment for a Person's absence from a Professional Parent's or Therapeutic Foster Parent's home, the Contractor shall continue to pay the Professional Parent or Therapeutic Foster Parent the full rate to hold the bed open for the Person if the full daily rate is being paid. The Contractor may pay the Professional Parents and Therapeutic Foster Parent at a reduced rate for any days the Contractor is being paid the reduced absence rate for absences exceeding eight days.

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

6. 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 DHS staff authorizing

reimbursement for the absence, the date of authorization, and dates authorized for reimbursement.

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

E. TRANSPORTATION

1. Routine Transportation

The Contractor shall provide routine transportation for the Person. Routine transportation includes transportation to: medical, dental, and other appointments; Family visits; school and school events; extracurricular activities; community service; Team meetings; normal case activities; and court hearings. Costs for transporting Persons 60 miles or less per round trip are part of care and supervision and will not be reimbursed separately from the IRTS Worksheet. (Nothing limits the reimbursement for transportation under other procurements when services are provided under another procurement, such as Day Supports provided under DHS90758.)

2. Extended Transportation

The Contractor shall:

a. When transporting a Person more than 60 miles round trip for Family visits, court hearings, reviews, or health services, receive mileage reimbursement according to the mileage rate in the DHS IRTS Rate Table for all miles traveled;

b. Obtain prior written approval from the Case Manager for transportation of the Person more than 60 miles round trip for any other purposes other than those listed in E. TRANSPORTATION 2a. If the Contractor fails to obtain prior written approval from the Case Manager, the Contractor shall forfeit its claim to reimbursement;

c. Be entitled to a single reimbursement per trip regardless of the number of Persons transported. When the Contractor is required to transport Persons only one way of an otherwise reimbursable round trip, the Contractor shall be entitled to reimbursement for the full round trip; and

d. Discuss with the Case Manager and have approved by the Team when extended transportation arrangements are needed.

F. PERSON PERSONAL NEEDS ALLOWANCE AND PERSONAL BELONGINGS

1. Person Personal Needs Allowance:

The DHX, DTX and DRX daily rates include an allowance for the Person'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:

a. Expend the minimum amount listed in the Rate Table for clothing for the Person per month from the personal needs allowance portion of the daily rate;

b. Prorate the amount required for clothing when the Person is in placement only a portion of the month;

c. Maintain receipts for clothing purchases and may carry over funds for clothing into subsequent months for purchase of higher priced items;

d. Maintain records documenting disbursements and expenditures for each Person;

e. Have Person 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;

f. Provide the Case Manager with a ledger with purchased items and amounts on a monthly basis;

g. Ensure the Staff that tracks and oversees how the personal needs funds are expended on behalf of each Person is not the same Staff that reconciles the Person accounts; and

h. Ensure the personal needs allowance is not used to reimburse the Contractor for damage caused by the Person.

i Within 30 days of the Person's discharge from the Contractor's program, reconcile the Person's personal needs account. The Contractor shall:

(1) Reimburse DHS by check for remaining personal needs funds for each Person;

(2) Use separate checks, made payable to DHS. On each check, the Contractor shall specify each Person's name and amount of reimbursement;

(3) Submit the checks with the Contractor's monthly billings;

(4) Submit a copy of the reconciled Person's personal needs account ledger with each reimbursement check;

(5) Send reimbursement checks and reconciled account documents to the DHS designee; and

(6) Document any amount reimbursed to DHS in the Person's record of expenditures.

j. When the Person moves from an out-of-home placement and is not being placed in another DHS-contracted program or other paid out-of-home placement, the Contractor shall:

(1) Give remaining personal needs funds under $20 directly to the Person. This must be documented and signed by the Person. The Contractor shall maintain a copy of the reconciled Person personal needs account ledger after funds are distributed. The Contractor shall not give any remaining personal needs funds to the Person at the time of the Person's discharge unless the total is under $20; and

(2) Send reconciled account documents to the DHS designee if requested.

2. **Person Personal Belongings:**

The Contractor shall create and maintain an inventory of all Person belongings. Once the Person is discharged from the program, the Contractor shall return all of the Person's belongings. In the event the Person is missing, the Contractor shall secure the Person's belongings until the items are transferred to the Case Manager or other DHS-authorized Person. The Contractor shall replace any of the Person's belongings not properly accounted for. The inventory requirements include:

a. Initial detailed inventory signed by Person and Professional Parent, Therapeutic Foster Parent, or Staff of all items the Person brings with them;

b. Signature by Person and Professional Parent, Therapeutic Foster Parent, or Staff for each item acquired or discarded over $20 in value or of importance to the Person, which is added to or removed from the prior inventory list;

c. Ending inventory signed by Person and Professional Parent, Therapeutic Foster Parent, or Staff that includes all items added or removed from prior inventory list; and

d. The Contractor shall have the Case Manager sign on the Person's behalf if the Person is unable to sign.

G. SPECIAL NEEDS PAYMENTS

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

1. Additionally, the Contractor may be eligible to receive a one-time payment of $500 between the period from August 15, 2020 to December 31, 2020 to support the additional labor and cost associated with caring for a Person in a Professional Parent or Therapeutic Foster Care placement setting who is:

   a. Prior to being placed, known to be directly exposed or is diagnosed with COVID-19; or

   b. Positive with a COVID-19 test within 14-days of placement.

   To receive this payment, the Contractor must complete and submit the COVID 19 one-time payment billing form, provided by DHS, following the same procedure for monthly billing no later than January 10, 2021.

   DHS may, at its discretion, extend eligibility for this payment. Providers will be notified by email if this occurs.

H. RECRUITMENT

1. Contractors providing Professional Parenting or Therapeutic Foster Care services under this Contract may be reimbursed up to a maximum of $12,000 for the recruitment of Therapeutic Foster Care homes or Professional Parents. Recruitment efforts may include providing or preparing marketing and presentation materials, staff time and travel, media, focus groups, and events. Other recruitment efforts may be eligible for reimbursement on a case-by-case basis with prior written approval from the OQD designee. To obtain reimbursement for recruitment, the Contractor shall:

a. Focus it's recruitment efforts on individuals with the skill set to provide Therapeutic Foster Care and Professional Parenting services;

b. Assess the challenges and needs of the community being served and develop specific recruitment goals and marketing strategies to achieve these goals;

c. Maintain written documentation of all recruitment activities including activity type, date and location; and

d. Maintain and submit receipts and documentation for all recruitment related efforts, activities, materials; and expenses.

2. All reimbursable recruitment activities must have occurred and expenses incurred between February 1, 2020 and June 30, 2020.

3. The total recruitment reimbursement for a single organization contracting with DHS for Professional Parenting or Therapeutic Foster Care under DHS90820 or for Proctor Care services under DHS90688, and DHS90687 cannot exceed $12,000.

IV. RATE TABLE

The DHS Division responsible for the Person's care will pay the Contractor based on the rates in the IRTS Rate Table.

*The IRTS Worksheet rates are negotiated with or on behalf of each Person in their IRTS Worksheets. Below are the MAXIMUM rates DHS will pay and the negotiated rates are generally lower. In addition to the requirements herein, the Contractor shall comply with any Service Guidelines issued by DHS that establish further direction on the appropriate use of IRTS and the services bundled in it.