Family Based Placements
Scope of Work

Article 1
PURPOSE and POPULATION

1.1 **Purpose and Population**. To provide Family based care for Youth with problematic sexual behaviors, substance use disorders, and behavioral and mental health diagnoses for the Department of Health and Human Services ("DHHS").

Article 2
DEFINITIONS

2.1 **Definitions**. In this scope of work, the following definitions apply:

"Agency" means the DHHS division or Local Authority referring the Youth for services.

"Authorization Form" means a form documenting pre-approved for Youth.

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

"**Care and Supervision**" means 24/7 board, and supervision in a safe and nurturing environment in a home setting, including care normally provided by a parent.

"Care Manager" means a DHHS employee or designee with primary responsibility for facilitating a high fidelity wraparound process, developing an integrated wraparound plan, and coordinating services and supports. A Care manager also includes a Utah Administrative Office of the Courts probation officer or a Local Authority employee with responsibility for a Youth.

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

"Child and Family Team" means individuals that participate in planning, providing, and monitoring supports and services for the Family, such as the Caseworker, service providers, Family members, community specialists, friends, and other individuals invited by the Caseworker or Family.

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

"DHB" means Family Based Intensive Foster Care for Multiple Youth with Behavioral Needs.

"DHD" means Family Based Intensive Foster Care for Multiple Youths with Disability Needs.

"Direct Care Staff" means the Contractor's staff who provide the care, supervision,

treatment, etc. by the provider directly to the Youth. This includes the adults charged with their care.

"Family" means the individual's biological Family or origin, a kinship caregiver Family, adopted Family or other identified permanent caregiver.

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

"Level 4 Foster Parent" means a highly skilled caregiver responsible for care of an individual placed in their home, who is certified by a licensed child placing foster agency. They have access to a variety of wraparound services needed for the higher intensive needs of the child.

"Local Authority" means the Local Mental Health Authority or Local Substance Abuse Authority, which are the county DHHS-contracted entities responsible for providing access in the community for mental health and substance use services in compliance with Utah Administrative Code ("UAC") R523-2.

"Medicaid Manual" means the Utah Medicaid Provider Manual, Rehabilitative Mental Health and Substance Use Disorder Services and UAC R414.

"NOJOS" means Network on Juveniles Offending Sexually, a Utah-based sex-specific professional organization that aids in the consistency of management, assessment, and treatment of the juvenile sex offender and outlines levels of treatment on a continuum.

"Non-Clinical Direct Care Staff" means staff trained in accordance with contract requirements to provide supervision or care directly to Youth.

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

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

"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.

"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 who have additional experience in caring for Youth with higher needs.

"Program" means Care and Supervision for an individual in a Family home setting under the authority and supervision of a licensed child placing foster care agency.

"POE" means presenting offense episode or the current incident that brought the Youth into the juvenile justice system, including information on what led the Youth to commit the offense.

"**PSA**" means a purchase authorization form detailing the codes approved for payment by the referring DHHS agency.

"Reinforcement" means any event or stimulus that follows a behavior that increases the future occurrence of that behavior.

"Respite Care" means any arrangement that requires an individual caring for child to stay with the child overnight. It might also be for multiple overnight stays.

"Team" means a group of individuals the Family and Youth identify and are authorized by the case manager or the Care Manager that participates in planning, providing, and coordinating support and services for the Youth and Family or legal guardian.

"TAL" TAL services are provided to all individuals in DHHS custody who are 14 years and older in accordance to an assessment of their individual strengths and needs.

"UFACET/FFUFACET" means Utah Family And Children Engagement Tool ("UFACET"): An assessment of a Family and Youth to identify the intensity of services to be provided. It includes the Family's strengths and needs, the parent's specific needs, and the Youth's functioning. It is informed by other formal and informal assessments such as mental health, medical and school assessments and input from Child and Family Team members. ("FFUFACET ") means Family First Utah Family and Children Engagement Tool, an assessment for the Family to identify services to help the Family with specific needs for successful transition of a Youth back into the home.

"Youth" means an individual referred by an Agency to the Contractor for services.

Article 3
CONTRACTOR QUALIFICATIONS

3.1 **Other DHHS Contract**.

(a) The Contractor shall maintain a current Clinical Evaluation and Treatment, Non-Clinical Support Services contract for mentoring. The contractor shall maintain or subcontract with a provider that has psychotherapy services, psychosocial rehabilitation services, mentoring and clinical consultation. Pharmacological evaluation and management of services, day treatment services and therapeutic behavioral services are strongly encouraged by but not required.

(b) For Family Based Intensive Level 4 Foster Care Multiple Youths with Disability Needs (DHD) service code, the Contractor must also have a Services for DHHS Youths including People with ID.RC and/or ABI contract.

3.2 **Licenses.** Contractor shall have and maintain for the duration of this contract:

(1) a current license from the Division of Licensing and Background Checks ("**DLBC**") for a Child Placing Foster Care license ("CPF") and Outpatient Treatment ("OT") or Day Treatment ("DT") license' and

(2) a current business license with the local municipality or a statement from the municipality that a business license is not required for the Contractor's local municipality.

3.3 **Medicaid.** The Contractor shall:

(1) register as a Medicaid provider;

(2) comply with provider requirements as specified in the Medicaid Manual. If this contract and the Medicaid Manual conflict, the Medicaid Manual supersedes; and

(3) whenever possible and clinically appropriate use Medicaid services over non-Medicaid services.

3.4 **Staffing.**

(a) Age and Experience. The Contractor shall:

(1) designate and train at least one Direct Care Staff to be the caregiver authorized to apply the Reasonable and Prudent Parent Standard for decisions involving participation of the child in age or developmentally-appropriate activities, as outlined in section 471(a)(10)(B) of the Social Security Act, and sections 8.3A.8a and 8.3A.8c of the Child Welfare Policy Manual. This individual may be part-time or full-time staff and have additional responsibilities;

(2) ensure Level 4 Foster Parents and Direct Care Staff are at least 20 years of age;

(3) ensure that the primary parent has at least one year of experience as a Level 4 Foster Parent or Direct Care Staff in a residential Program before placing multiple Youths in the home with an exception for sibling groups; and

(4) ensure any Professional Parent home has a minimum of 2 years as a Level 3 or 4 Foster Parent or Professional Parent.

(b) Clinical Oversight. The Contractor shall employ or contract with one or more licensed mental health therapist(s) to provide clinical support, oversight, consultation, and training to Level 4 Foster Parents, Professional Parents and Direct Care Staff. The Contractor shall ensure:

(1) individuals who provide clinical support and oversight of the Program are qualified licensed mental health clinician practicing within the scope of their licensure in accordance with Utah Code ("UC"), Title 58;

(2) if contracted to provide diagnostic or rehabilitative mental health services, the Contractor shall employ or contract with qualified licensed mental health practitioners to provide direct treatment services;

(3) each mental health professional that is providing diagnostic or rehabilitative mental health services pursuant to this contract maintains and is in good standing with professional licenses from the Utah Department of Commerce, Division of Occupational and Professional Licensing ("**DOPL**"); and

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

3.5 **Training Requirements.**

(a) Pre-service training. The Contractor shall meet all of the following training requirements:

(1) pre-service training for the placement must be completed before placing a youth in the home. Contractor shall train all staff on requirements of Utah Administrative Code ("UAC") R501-12-14(5) and (6);

(2) CPR or First Aid Training; and

(3) Agency's policies and procedures; and licensing rule UAC R501-1-24(3)(s).

(b) General training. The Contractor shall:

(I) ensure general training requirements are completed within 60 days of employment;

(1) review all curricula, training content and techniques to comply with current DCFS practice guidelines, laws, and administrative rules;

(2) at the request of the DCFS Region Director or designee provide instructors and training material in Spanish or for the deaf and hearing impaired;

(3) ensure that the training sessions allow for the participant to process the information in reasonable learning increments. Training sessions may be broken down into several training sessions to facilitate learning;

(4) provide all training at no cost to the participant;

(5) conduct participant evaluations of the effectiveness of the training after all trainings; and

(6) review the evaluations and incorporate results of evaluations into future trainings to improve training effectiveness.

(c) Direct Care Staff. The Contractor shall ensure Direct Care staff are trained in the following topics prior to working with Youth:

(1) how to detect and respond to signs of threatened and actual abuse;

(2) developing good boundaries with Youth;

(3) laws regarding unlawful sexual activity with a minor;

(4) the Contractor's services, including the staff's role in service delivery and evidence-based interventions;

(5) the specific strengths and needs of each of the Youth receiving services, including health and safety needs specific to each Youth, and the specific supports and interventions relative to each Youth;

(6) orientation of DHHS/DCFS/JJYS of UFACET/FFUFACET, DCFS levels of care, and JJYS risk need and responsivity principles; and

(7) DHHS OL Incident report guide available on the OL website.

(d) Non-Clinical Direct Care Staff. the Contractor shall ensure all Non –Clinical Direct Care Staff are trained within 60 days of employment in the following topics:

(1) what is effective in reducing recidivism in justice-involved Youths;

(2) applicable DHHS Practice guidelines;

(3) developmentally typical child and adolescent behaviors;

(4) overview of mental health needs related to the Youths and families;

(5) trauma, including adverse childhood experiences and the impact of trauma on behavior and development, that the staff is responsible for;

(6) trauma informed model the Program is using. The Contractor shall provide the appropriate DHHS placing Agency with a model and process to train employees, and how that transfers from therapy to the home;

(7) separation, grief, and loss;

(8) self-harming behaviors;

(9) suicide prevention training in accordance with UAC R501-1-4;

(10) gang education;

(11) requirements in regard to health care including medical, dental, and mental health appointments, medication management procedures, and documentation;

(12) contract orientation; and

(13) contractors program manual (if different from policy and procedures) including what treatment is being provided and how it is delivered within the home.

(e) DCFS specific practice model training. The Contractor shall ensure that annually each Non-Clinical Direct Care Staff member completes the DCFS Practice Model training. This can be completed on the DCFS website Practice Model for Providers Training.

(f) Annual trainings. The Contractor shall train all Direct Care Staff annually in the following:

(1) review of requirements of DHHS contracts;

(2) review "Use of Confidential Information" section of contract;

(3) review and sign the DHHS Provider Code of Conduct;

(4) emergency management and business continuity, including emergency response and evacuation procedures;

(5) review Youth's health care requirements including medical, dental, mental health appointments, medication management procedures and documentation;

(6) CPR and First-Aid certifications;

(7) review emergency/crisis incidents, emergency safety intervention, and the most current DHHS Incident Report Reference Guide; and

(80 other training as needed based on the Contractor's program model and the Contractor's evaluation of individual Direct Care Staff training needs.

(g) DHD Services. Contractor shall ensure its all Staff successfully completes and maintains training in one of the following restraint techniques as soon as needed to reasonably maintain safety:
(1) Supports Options and Actions for Respect ("SOAR");
(2) System for Managing Non-Aggressive and Aggressive People ("MANDT");
(3) Professional Assault Response Training ("PART");
(4) Crisis Prevention Institute ("CPI") or Safety Care; or
(5) another intervention-training program with prior written approval from DHHS.

(h) Training assessment and documentation. The Contractor shall:

(1) have a process for staff to demonstrate skills training and for the Contractor to provide feedback and coaching;

(2) ensure its staff show competency in training topics; and

(3) maintain documentation for training that includes:

(A) training title;

(B) date training completed;

(C) instructor's name;

(D) signatures of staff who completed the training; and

(E) curricula used in staff training.

3.6 **Background Screening Requirements.** The Contractor shall provide direct supervision of each individual with direct access to any Youths until the individual receives written verification of background screening clearance from OBP as required by UAC R501-14.

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

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

(1) services where the mental health provider others use coercive techniques to evoke an emotional response in the Youth such as rage or to cause the Youth 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 Youth.

3.9. **Emergency Safety Interventions:**

(a) Staff directed time-outs. The Contractor shall utilize Staff-directed time-outs in accordance with the following:

(1) the Contractor may require the Youth to retreat to a quiet room or area for the purpose of allowing the youth to regain physical or emotional control;

(2) the Contractor shall ensure that Staff never physically control a Youth in time-out to prevent the Youth from leaving the time out area;

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

(4) staff must monitor the Youth while he or she is in time-out;

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

(6) not use mechanical or Chemical Restraints;

(b) DHB/DHD placements. The Contractor shall comply with the following emergency safety intervention requirements to prevent injury to Youths, Professional Parents, and other Staff (during a behavioral crisis in which a Youth may be aggressive or assaultive.
The Contractor shall:

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

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

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

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

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

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

(4) ensure Passive Physical Restraint is used only by Staff 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 Youth. Interventions that use painful stimuli are prohibited. The Contractor shall use Passive Physical Restraint only as long as the Youth 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;

(5) not use Youths to implement or assist with any passive Behavioral Intervention involving any other Youth;

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

(7) have a post intervention debriefing. Following a Passive Physical Restraint, the Contractor shall:

(A) conduct a Face-to-Face discussion with the staff involved in the intervention and the Youth within 72 hours following the use of Passive Physical Restraint, unless determined therapeutically contraindicated by a clinician involved in the Youth's services. This discussion must include:

(i) all Staff involved in the intervention except when the presence of a particular Staff member may jeopardize the well-being of the Youth; and

(ii) other Staff and the Youth's Parent(s) may participate in the discussion when deemed appropriate by the Contractor;

(B) provide both the Youth 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 Youth, or others that could prevent the future use of Passive Physical Restraint;

(C) conduct a staff debriefing session that includes the staff involved in the intervention, and appropriate supervisory, clinical, or administrative Staff. This debriefing session must include a review and discussion of:

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

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

(iv) the outcome of the intervention, including any injuries that may have resulted from the intervention;

(8) notify the Case Manager or their supervisor when any passive Behavioral Intervention results in physical injury to the Youth. Notification must occur as early as possible;

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

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

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

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

(2) follow mandatory reporting laws when adult abuse, neglect, or exploitation, as defined in UC §80-2-206 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 or any of the Staff, volunteers, or subcontractors, or any other individual;

(4) if the Contractor reported or is otherwise aware that an allegation has been made against a Level 4 Foster or Professional Parent, the Contractor shall suspend further placements with the Level 4 Foster or Professional Parent until the DHHS investigation is completed and a determination made regarding the allegation;

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

(6) keep knowledge of an investigation confidential; and

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

3.11 **PII and Electronic Media.**

(a) Confidentiality requirements. The Contractor shall ensure its staff and subcontractors comply with confidentiality requirements regarding PII described in this contract and in compliance with state and federal laws, regulations, and policies.

(b) Release of PII. The Contractor shall safeguard and not release PII to anyone not providing services pursuant to this contract with a need to know, or to any social networking media or other public forums except as follows:

(1) if the Youth's parents retain parental rights to the Youth, the Contractor shall obtain written parental permission prior to using any images or information regarding the Youth in social networking mediums or other public forums;

(2) if the Youth is in DCFS/JJYS custody, the Case Manager may provide written permission if the parent's whereabouts are unknown, if contact with the parent cannot be made, or if parents do not retain parental rights;

(3) if the Youth has a legal guardian other than the parent, the Contractor shall obtain written verification of permission from the legal guardian;

(4) 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 only contain the Youth's first name and NOT identify the Youth as a Youth of the Contractor or DHHS; and

(5) the Contractor shall only share general information regarding the Youth. The Contractor shall not share case-specific information that informs other parties of DHHS involvement or the Youth's treatment issues or history.

3.12 **Abuse and Harassment Prevention.**

(a) Policy requirements. The Contractor shall:

(1) have, implement, and enforce a written policy mandating zero tolerance toward forms of abuse and harassment and outlining the Contractor's approach to preventing and responding to such conduct;

(2) have, implement, and enforce a written policy prohibiting staff and subcontractors from revealing information related to an abuse or neglect report except as necessary to provide treatment for the alleged victim and as required for the child or adult protective services, or law enforcement investigation;

(3) provide information to the Youth about abuse and harassment appropriate for the Youth's age and development.

(b) Contractor reporting. The Contractor shall:

(1) require staff to report immediately 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 DHHS Provider Code of Conduct and the DHHS Incident Reporting Guide;

(2) require staff and subcontractors to comply with mandatory child abuse reporting laws; and

(3) immediately notify case worker of any critical incident involving a Youth in care. For emergencies that are life threatening or require a live individual to respond, the Contractor shall call up the chain of command until they receive a live individual from the Agency.

(c) Youth reporting. The Contractor shall:

(1) follow Utah's Abuse and Neglect Reporting Laws available at UC §80-2-602;

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

(3) not use an employee/volunteer to provide services to DHHS Youth while the employee/volunteer is under investigation by a state, federal or administrative agency for actions related to their provision of services under this contract; or if the outcome of such investigation is adverse to the employee/volunteer;

(4) ensure the Contractor's staff accepts reports made verbally, in writing, anonymously, and from third parties. Contractor's staff shall promptly document any verbal reports; and

(5) provide a method for staff to privately report abuse and harassment of a Youth.

3.13 **DHHS Intensive Care Coordination.** Some Youth 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 DHHS employee with primary responsibility for facilitating Intensive Care Coordination using the evidenced based High Fidelity Wraparound model. This process entails developing an integrated wraparound plan, and coordinating services and supports. When an Intensive Care Coordinator is assigned, the coordinator will facilitate planning, together with the Youth and their Family, utilizing the high-fidelity wraparound model. Through this process, a wraparound support plan will be created as an overarching plan to integrate the plans of all DHHS systems involved.

When an Intensive Care Coordinator is assigned, 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 Intensive Care Coordinator, including when there is a change in needs for the Youth or Family, and when changes in services or supports are needed.

3.14 **Authorization to Provide Services.** The Contractor shall not:

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

(2) bill for services that have not been pre-authorized in the Youth's Authorization Form.

3.15. **Utilization Reviews.** When applicable, the Contractor shall participate in utilization reviews conducted by DHHS in order to assess the Youth's response to services, assess the fit of services to the Youth's needs, and to determine the clinical necessity of reauthorization. The contractor shall:

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

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

3.16 **Transportation of Youth.**

(a) Youth Transportation. For services that allow the Contractor to transport Youths, the Contractor shall:

(1) ensure that Staff, subcontractors, and volunteers providing transportation to Youths have:

(A) driving records checked annually;

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

(C) 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.

(b) Routine Transportation. the Contractor shall provide routine transportation for the Youth. Routine transportation includes transportation to: medical, dental, and other appointments; Family visits; school and school events; extracurricular activities; community service; Team meetings; normal case activities; and court hearings. Costs for transporting Youths 60 miles or less per round trip are part of the daily rate. Routine transportation is not considered as a mentoring service and may not be billed using MT 1-3.

(c) Contracted Transportation Payment (CTP). The Contractor shall:

(1) when transporting a Youth more than 60 miles round trip for Family visits, court hearings or reviews, or health services, receive mileage reimbursement according to the mileage rate in the DHHS Rate Table;

(2) obtain prior written approval from the Case Manager for transportation of the Youth more than 60 miles round trip for any other purposes other than those listed in the previous paragraph. If the Contractor fails to obtain prior written approval from the Case Manager, the Contractor shall forfeit its claim to reimbursement;

(3) be entitled to a single reimbursement per trip regardless of the number of Youths transported. When the Contractor is required to transport Youths only one way of an otherwise reimbursable round trip, the Contractor shall be entitled to reimbursement for the full round trip;

(4) submit all requests for mileage reimbursement on a One-Time Payment Form within 90 days of the trip for which reimbursement is sought, and no later than 15 days after the end of the fiscal year. If the Contractor fails to request mileage reimbursement within this time frame, the Contractor shall forfeit its claim to reimbursement; and

(5) discuss with the Case Manager and have approved by the Team when extended transportation arrangements are needed.

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

Article 4
SERVICE REQUIREMENTS

4.1 **Room, board, Care and Supervision. The Contractor shall provide:**

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

(b) meals (based on the United States Department of Agriculture moderate cost food plan); Youths will eat meals with their placement and be provided with nutritious meals; and

(c) person's personal needs allowance ($3.00 per day, with a minimum of $50 per month spent on clothing).

4.2 **Youth-centered services.** In coordination with the Team, the Contractor shall provide intensive, individualized, Youth-centered services that support both immediate and long-term outcomes related to the Youth’s best interest. To support Youth-centered services, the Contractor shall:

(1) create an individualized treatment plan that is unique to each Youth’s needs and strengths and connects to services and interventions within 30 days of placement;

(2) utilize a trauma-informed treatment model, if the model requires certification the Contractor shall show proof of certification and notify DHHS of the model being used;

(3) target services to address criminogenic risk;

(4) coordinate closely with other service providers, the Case Manager, and other Team members;

(5) engage parents, Family members, and caregivers, as appropriate and pre-approved by the Case Manager;

(6) ensure services are Family-driven and Youth-guided, with the parent and the Youth making decisions regarding their services and service planning;

(7) promote permanency in a Family setting, including developing the skills, relationships, and natural supports necessary for parents and Family members, as well as the Youth, to be safe and successful together at home;

(8) engage other Family members, community members, and positive natural supports in the Youth's services, especially when a parent is unable to participate in services;

(9) seek ways to increase the involvement of natural supports which means Family, friends, and church in the Youth's life and decrease dependence on formal supports which means caseworker, attorney, therapist

(10) evaluate the effectiveness of services on an on-going basis, adjust services in collaboration with the Team, as needed, to improve effectiveness, and make recommendations on service changes if the Youth is not progressing, desired outcomes aren't being achieved, or there is an approach that may be a better fit for the needs of the Youth; and

(11) deliver services and supports within the least restrictive, most normative environments that are clinically appropriate.

4.3 **Components of Supervision.**

(a) Direct Oversight Supervision. The Contractor shall provide direct oversight based on the Youth's needs. The Youth's specific oversight needs will be documented in writing by the Case Manager at the time the Youth is placed.

(b) Clinical Services. The Contractor shall provide clinical services based on the Youth's needs. The Youth's specific clinical needs will be documented in writing by the supervising clinician at the time the Youth's treatment plan is completed.

(c) Team meetings the Contractor shall:

(1) actively participate as a member of the Youth's Team; and

(2) participate in Team meetings at least monthly and more often if the Youth is in crisis; and if need the contract shall request a Team meeting.

4.4 **Healthcare services**. The Contractor shall ensure each Youth receives appropriate health

care services throughout the duration of placement, arrange for needed medical, dental, vision and additional mental health services and follow-up visits in consultation with the Case Manager. The Contractor shall:

(1) for Youths with Medicaid, use providers covered by the health plan listed on the Youth's Medicaid card for non-emergency medical, dental, and mental health assessment and follow-up visits. The Contractor shall know and meet current Medicaid requirements. If the Contractor neglects to take the Youth to a provider covered by the health plan listed on the Youth's Medicaid card, or does not meet current Medicaid requirements for payment, the Contractor shall pay the bill and will not be reimbursed. The Contractor shall provide the Case Manager with copies of any health visit reports within 30 days of the visit and maintain a copy in the Youth's file;

(2) seek immediate medical attention, if emergency care is required for a Youth. The Contractor is not responsible for the cost of emergency services not covered by the Contractor's insurance, the Youth's parents, the Youth's private insurance, Medicaid, or other insurance. The Contractor shall provide a copy of any medical billing for the Youth sent to the Contractor pertaining to emergency care to the Agency designee for review within 30 days after the billing date;

(3) in the event of a pending psychiatric inpatient admission while the Youth is in the Contractor's care, immediately notify the Local Authority and the Case Manager of the potential admission. The Local Authority authorizes inpatient psychiatric treatment and is statutorily responsible to complete the civil commitment process. If an emergency civil commitment (authorized by a peace officer, county designated mental health officer, or a physician) occurs prior to the Local Authority being notified, notify the Local Authority and the Case Manager immediately thereafter. If the admission occurs after regular business hours, notify the Case Manager's supervisor. The Contractor shall:

(A) document notifications in the Youth's file;

(B) complete a DHHS Incident Report according to the requirements of this contract and DHHS Incident Reporting Guide; and

(C) notify the Case Manager or designee by phone when emergency care is required. Incident reports must be completed within one business day and sent to Agency and OL.

4.5 **Family visitation and other contact**.

(1) Family visitation, which includes siblings and other providers working with the Youths, must occur in accordance with the Youth's best interests as identified by the Team. The contractor shall:

(A) not take family visitation and other contact with Youths away as a consequence for the Youth's behavior but the visitation must be adjusted for safety;

(B) consider it a primary purpose of the program to prioritize Family involvement including siblings, family treatment, family contact, and visitation to strengthen parent's ability and preparedness to support their child and their child's mental health and behavioral needs. Family involvement is meant to strengthen the relationship between the parents and their child, siblings and to facilitate a return home whenever possible;

(C) facilitate and engage parents, other Family members (including siblings), and other caregivers, as identified by the Team and pre-approved by the Case Manager;

(D) provide visitation at the court ordered frequency and must reasonably accommodate the Family's schedule. Visit types (in-person, virtual, etc.) must be determined by the Child and Family Team and the Child and Family Team meeting must cover progress in goals, transition, and strategies to help the Youth meet goals;

(E) facilitate home visits as directed by the Child and Family Team. Approval may be given for a visit schedule or for each visit separately. Visit approval must include the dates or frequency of visits, the length of visits, the approved visit locations, visit caregivers, and transportation arrangements (such as approval for both Contractor staff and the caregiver to provide the transportation);

(F) The Contractor shall document visits in writing. Documentation must include:

(I) actual date and time the Youth left the Contractor's program;

(II) name of the individual who received the Youth;

(III) actual date and time that Youth returned to the Contractor's program at the conclusion of the visit; and

(IV) expectation of the visit, including skills to be practiced at home;

(V) the Contractor shall facilitate outreach to the Youth's parents, siblings, other Family members, and other caregivers, as identified by the Team and pre-approved by the Case Manager, which includes telephone, virtual connections, mail, or other appropriate electronic communications and must reasonably accommodate the Family's schedule. These forms of communication may not be withheld without the approval of the Case Manager or withheld solely based

on the Youth's level or progress. The Contractor shall create outreach documentation that includes:

(VI) actual date and time method by which the Youth attempted contact;

(VII) name of the individual who the Youth is attempting contact;

(VIII) result (successful/unsuccessful) of outreach and duration of contact; and

(IX) expectation of the outreach, including skills to be practiced during the course of contact;

(2) requests for off-site and home visits will be decided by the Team and receive written or electronic approval from both the Youth's Case Manager and the parent.

4.6 **Transition and Aftercare Planning**. The Contractor shall:

(1) coordinate with the Team to develop a written transition and aftercare plan for the Youth within the first 30 days of admission, and update it as appropriate;

(2) ensure the aftercare plan includes stability factors, including Family, community and informal supports, education and vocational needs, safe housing, mental health services, medication management, medical needs, food, heat, and other basic needs;

(3) ensure the aftercare plan includes a safety plan when applicable;

(4) coordinate with the Youth and their Family on supervision and behavior management at home;

(5) assist the Youth and Family in identifying and building support systems outside of the program, including Family and community members who may increase prosocial relationships and activities and provide support needed for successful aftercare;

(6) facilitate outreach to the Youth's Family members, when applicable, (including siblings), document how the outreach is made (including contact information), and maintain contact information for any known biological Family and fictive kin of the child for six months after discharge; and

(7) if a DHHS-contracted provider is the next placement for the Youth, coordinate with the provider as soon as possible.

4.7 **Educational, Employment, or Vocational Services.** The Contractor shall:

(1) coordinate with the Case Manager, TAL Coordinator, and Education Transition Career Advocate to ensure the Youth's educational, employment, and vocational training needs are met;

(2) enroll each school age Youth in an accredited school, vocational, or employment program appropriate for the Youth's needs. Where possible, the Youth must remain in his or her existing school to allow consistency in his or her education. If it is not possible for the Youth to remain in his or her existing school, the Contractor shall coordinate with the Case Manager to enroll the Youth in an appropriate accredited school, vocational, or employment program within ten days of admission to the Contractor's program;

(3) ensure the school curriculum is recognized by an educational accreditation organization and is coordinated with the local school district with an approved Educational Services Plan as required by UC §62A-2-108.1. The Contractor shall ensure that any educational credits received by the Youth will be accepted by the local school district;

(4) coordinate and provide training in basic life skills for adult living based upon the Youth's age and developmental level;

(5) accommodate the Youth's participation in extracurricular activities and adapt Youth schedules to allow for such extracurricular activities;

(6) for atypical high-risk activities, obtain written permission or document verbal permission from the parent (when applicable) and case manager prior to the Youth participating in extracurricular activities. Atypical high-risk activities may include skiing, boating, and rock climbing. Approval may be given for on-going involvement in an extracurricular activity or for a one-time event;

(7) when possible do not make appointments during school hours, if needed however, obtain approval from the Youth's Case Manager prior to removing the Youth from school. When an appointment requires the Youth to be removed from school, the Contractor shall make arrangements with the school in advance to obtain schoolwork and assignments for the time the Youth will be excused; and

(8) ensure the Youth does not miss school, employment, training, extracurricular activities, or other appointments to accommodate another Youth's school, employment, training, extracurricular activities, or other appointments.

4.8 **Court Attendance and Youth Parole Authority Reviews.** The Contractor shall coordinate with the Case Manager to ensure each Youth attends required hearings or reviews before the Juvenile Court or Youth Parole Authority when notified by the Case Manager. The Contractor shall:

(1) provide written progress reports to the Case Manager at least ten business days for DCFS Youth and 72 hours for JJYS prior to a hearing or review;

(2) maintain a copy of progress reports in the Youth's file; and

(3) ensure Contractor staff attend hearings or reviews upon Case Manager request.

4.9 **Drug Testing (only for JJYS Youth).** The Contractor shall:

(1) drug test the Youth in accordance with the frequency, and specific to the Youth's treatment needs, established during the initial Team meeting. Changes in the frequency of drug testing must be pre-approved by the Team or the Case Manager. The Contractor shall not test Youths who have not had previous substance use disorders unless court ordered or pre-approved by the Case Manager;

(2) document results of Youth's drug test and submit results to the Case Manager within one business day of the Contractor receiving the results;

(3) inform the Youth of the drug test result and provide the Youth the opportunity to discuss the results; and

(4) when applicable, be responsible for costs associated with drug testing, including supplying their own drug testing cups, sending urine samples to a drug testing lab, or sending the Youth to a drug testing lab or medical office.

4.10 **Internet Email and Social Network**. The Contractor shall obtain the Case Manager's approval before allowing a Youth to use the internet, e-mail, and social networking sites.

4.11 **Youth's Belongings**. The Contractor shall secure any Youth's belongings brought to the Contractor's facility at the time of placement and shall create and maintain an inventory.

(1) If a Youth is AWOL, the Contractor shall keep the Youth's belongings secured and transfer them to the Case Manager or designee within ten days.

Article 5
PROGRAM REQUIREMENTS

5.1 **Program Model**. The Contractor shall ensure that the Program model contains:

(1) a description of the evidence-based treatment model. If the Contractor is certified in the model, include certification documentation. If the Contractor's model is based on a certified model but the Contractor is not certified, include a description of how the Contractor is able to ensure fidelity without the certification.

(2) admission criteria: A description of the characteristics of Youths who would be appropriately served by the program. The criteria must not conflict with or limit beyond the admission criteria outlined in this Scope of Work.

5.2 **Program Manual**. The Contractor shall maintain a written manual. The manual must be available to DHHS staff, parents, Family members, and Youths in their program. The manual may reference other materials not directly included in the manual, such as policies or evidence-based practice materials. The manual must document the following:

(1) a description of the program philosophy and all major aspects of the program;

(2) a description of how formal assessments will be incorporated into each Youth's individualized treatment approach. The manual must list and describe the assessments and state when each assessment is used;

(3) a description of the targeted length of stay. The program must be designed to be completed in 90-120 days whenever possible, and within six months under most circumstances, while adhering to UC §80-6-712(2)(a) regarding state references to lengths of stay in out-of-home placements. If a Youth's length of stay is longer than six months, the Contractor shall justify in the Youth's court report why the Youth is still in need of the level of care and cannot be serviced in a lower level of care;

(4) a description of the type and structure of treatment and interventions that will be provided, the services delivered, and the approaches used at each stage of the program. The program must use evidence-based intervention models appropriate to the population being serviced;

(A) for programs that serve Youths with moderate or criminogenic risk, the program intervention shall be rated as effective in reducing recidivism;

(5) a description of the behavior interventions used. This must identify appropriate responses to desired and undesired behaviors according to evidence-based behavioral practice;

(A) identify appropriate Reinforcement for desired behavior designed to increase the future occurrence of the behavior it follows. There must be a range of reinforcers consistently applied to promote prosocial and other desired behavior. "Identified Reinforcers must be assessed for each Youth to determine if the behaviors they are intended to strengthen are actually strengthened by them, and individualized accordingly, when necessary;

(B) identify appropriate responses to undesired behaviors that eliminate Reinforcement for the behavior and appropriate responses that decrease future occurrence of that behavior or related behavior;

(6) a description of the Contractor's plan to ensure fidelity to the treatment model. This must include an internal quality assurance process that includes documentation of staff delivering services with feedback provided, and a mechanism to provide participants with feedback on their progress;

(A) programs that provide services for Youths targeting criminogenic risk are required to be evidence based or rated to be effective in reducing recidivism, and shall be reviewed by a standardized tool;

(7) a description of the Contractor's plan to have a regular and standardized reassessment process to determine if Youths are meeting target behaviors;

(8) a description of the program completion criteria. This must be based on progress in areas such as pro-social behaviors, attitudes, and beliefs. This must also be based on progress made toward the treatment goals within each Youth's treatment plan; and

(9) a description of how transition planning and aftercare planning will begin at entry into the program and continue to be incorporated throughout the duration of the program and during aftercare. This must also include the use of formal written transition discharge plans. The plans must include referrals to services, progress in meeting target behaviors, and notes about areas that need continued work. Voluntary services are available for JJYS Youth after termination of care. Youths may sign for voluntary services that can be used for one year after termination up to age 25.

5.3 **Mixing Populations:**

(a) Criminogenic risk: The Contractor shall:

(1) ensure Persons determined to have low criminogenic risk must not be placed with Youths identified as moderate or high criminogenic risk and must at all times, be kept separate from high and moderate risk Youths;

(2) ensure Youths determined to be of moderate or high-risk level to reoffend must only be placed together if determined appropriate and pre-approved in writing by the referring Division; and

(3) avoid mixing age groups more than four years apart.

(b) Combining Youths from separate DHHS Divisions: The Contractor shall:

(1) ensure Youths in the custody of separate DHHS divisions must not be placed together, with the following exceptions:

(A) if two Youths in the custody of separate DHHS divisions are transitioning from a residential treatment program in which they were placed together and are stepping down within thirty days of each other, the Youths may be placed in the same level home if prior written approval is granted by the DHHS regional director and the division program directors. This exception does not apply to Youth with problematic sexual behavior/behavior Youths that are in the custody of separate DHHS Divisions; and

(B) sibling groups who are in the custody of two separate DHHS divisions;

(2) ensure Youths with problematic sexual behavior/behavior Youths in the custody of separate DHHS Divisions must not be placed together in the same home (e.g. a sex

offender/behavior Youth in DCFS custody must not be placed with problematic sexual behavior Youth in the JJYS custody unless those Youth had similar risk identified in a Sexual Behavior Risk Assessment ("SBRA");

(3) not place non-sibling Youths of different gender-identified-at-birth together in the same home unless pre-approved in writing by the referring DHHS Division, the other DHHS Division workers for youth already in the home and can provide separate sleeping arrangements; and

(4) submit a variance request for Person's who turn 18 while placed with other Youth's under 18.

5.4 **Placement Requirements.**

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

(b) Prior to admitting a Youth, the Contractor shall obtain an Authorization Form. The Contractor shall return a signed copy of the Authorization Form to the designated DHHS staff within two business days of the Youth's admission to the program. The Contractor shall retain a copy of the Authorization Form in the Youth's file.

(c) Prior to making a determination of the Youth's appropriateness for placement in the Contractor's program, the Contractor shall obtain from DHHS the following information:

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

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

(3) Youth's current placement;

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

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

(6) reason for placement.

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

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

(2) for Youth's involved with DCFS, a DCFS Shelter or Foster Placement Verification and Medical Authorization Letter;

(3) current assessment information;

(4) Youth's offense history and criminogenic risk level if applicable.

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

(6) current education records, such as name and address of recently attended school, transcripts, and Individualized Education Program and Youth in Care form, if applicable;

(7) summary of prior placements or services;

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

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

(10) insurance or Medicaid card;

(11) consent form from DHHS authorizing the Contractor to obtain medical or dental care for the Youth;

(12) list of people approved to contact or visit the Youth;

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

(14) Birth Certificate.

5.4 **Change of Placement and Notification.** The Contractor shall not remove a Youth from a placement or change the placement including other homes within the Agency prior to complying with the following:

(1) a minimum of ten business days prior to the Contractor removing a Youth from a placement or in an emergency situation within one business day following the change, the Contractor shall notify the Case Manager of the following information:

(A) Youth's name;

(B) name of the proposed new placement (if a Professional Parent’s home, provide Family name);

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

(D) date of the proposed placement change;

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

(F) when there is a need to remove a Youth from a placement due to an unforeseen emergency, the Contractor shall notify the Case Manager as soon as possible; and

(G) except in an emergency, the Contractor shall obtain prior approval from the Case Manager to remove or change a Youth's placement.

5.5 **Care and Supervision Requirement.** The Contractor shall:

(1) provide supervision in a safe and nurturing environment, including care normally provided by a parent such as general guidance, behavior management, routine transportation, and assisting the Youth to develop skills appropriate to the Youth's age and development;

(2) ensure the Care and Supervision provided includes health care, mental health treatment, education, and other supports designed to improve the Youth's condition or prevent further regression;

(3) treat the Youth as part of the Family. The Youth must be incorporated into Family activities and also be given the same responsibilities and expectations given to biological Family members;

(4) not permit the placement of a Youth in the home of the Contractor, owner, administrators, program director, or clinical and/or treatment staff. This also includes Respite Care or providing placement for Youth with another DHHS provider.

(5) in addition to Youth rights outlined in R495-876 and R501-12-13, the Contractor shall ensure the Youth's right to:

(A) eat nutritious meals with the Family;

(B) eat the same food as the Family, except when the Youth must be provided with alternative food ordered by the Youth's physician; Or if the Youth is in a DAC placement and making their own meals;

(C) participate in Family and school activities;

(D) be informed of the Youth's responsibilities, including household tasks, privileges, and rules of conduct;

(E) be protected from harm or acts of violence, including but not limited to protection from physical, verbal, sexual, or emotional abuse, neglect, maltreatment, exploitation, or inhumane treatment;

(F) be treated with courtesy and dignity;

(G) communicate with and visit the Youth's Family, attorney, physician, and clergy, except as restricted by court order;

(H) have clean clothes and personal hygiene needs met;

(I) participate in their own cultural traditions;

(J) receive prompt medical care when sick or injured;

(K) be free from media content that is likely harmful considering the Youth's age, behavior, needs, developmental level, and past experiences;

(L) comply with and inform the Youth of their rights found in the Foster Care Bill of Rights located on the DCFS website;

(M) ensure the placements are trained to be the caregiver who is authorized to apply the reasonable and prudent parent standard regarding decisions involving participation of the Youth in age or developmentally-appropriate activities as required under Section 471(a)(10)(B) of the Social Security Act; and

(N) the caregiver shall comply with JJYS Policy No: 03-06 located on the JJYS website.

(6) DHHS may place an individual employee or volunteer of the Contractor on suspension and prohibit them from having any contact with DHHS Youth who are receiving services under the Contract when the employee or volunteer is under investigation by a federal, state or administrative agency for any reason related to the services provided in the Contract. The term of suspension will last during the pendency of any investigation. If the results of the investigation are adverse to the employee or volunteer or if the results demonstrate that they have individually breached the contract or that they are otherwise restricted from fully performing their duties under the Contract, DHHS may require the Contractor to prohibit the employee or volunteer from performing any services under the Contract during the remaining term of the Contract.

Article 6
PLACEMENT CODE SPECIFIC SERVICES:

6.1 Low to Moderate Level Program for Problematic Sexual Behaviors:

(a) Admission criteria:

(1) Youth must have an assessment that has clinical indication for out-of-home placement with outpatient services:

(2) be committed to JJYS custody for community placement or transitioning from secure care, and their POE includes adjudication of a sexual offense; or

(3) be in DCFS custody and exhibit sexualized behaviors beyond the norm for their age and developmental level, and pose a moderate risk to others

(4) Youth must have one or both of the following:

(A) present severe and persistent challenges in social, emotional, behavioral and psychiatric functioning; or

(B) exhibit significant maladaptive behaviors.

(b) Specific program requirements. The Contractor shall:

(1) ensure the program provides a moderate level sex specific treatment be provided by a contracted NOJOS certified sex-specific clinician or Association for the Treatment of Sexual Abusers certified clinician or other DHHS-approved treatment program for Youths with problematic sexual behaviors; and

(2) not serve Youth more than two years apart in age, unless DHHS provides written approval.

6.2 Low/Moderate for Substance Use Disorders.

(a) Admission criteria. Youth who have a clinical evaluation that shows they can be maintained in a Family-based setting with support from outpatient services.

(b) Contractor qualifications:

(1) the contractor shall provide or transport to needed substance use supports as indicated by the Youth's assessment level; and

(2) provide drug testing as requested by the Child and Family Team.

6.3 Certified Moderate Level Program for Mental Health and Behavioral

(a) Admission criteria. Youth must have one or both of the following:

(1) moderate and persistent challenges in social, emotional, behavioral, and psychiatric functioning; or

(2) significant maladaptive behaviors.

(b) Contractor qualifications. The Contractor shall provide clinically indicated mental health services and skill practice that is targeted to the Youth's plan.

6.4 Transition to Adult Services (TIB/TPB). The Contractor shall:

(1) provide Youth access to TAL services as described by UAC R512-305 and DCFS Practice Guidelines 303.7 for Youths age 14 and older. Provide Youth access to TAL/ETV and Workforce Innovation and Opportunity Act ("WIOA") Services described by UAC R512-306 as well as DCFS Practice Guidelines 303.7;

(2) assess the Youth's basic life skills using an evidence based validated life skills assessment;

(3) develop with the Youth and Child and Family Team a written TAL services plan addressing the Youth's strengths, needs and specific services. A specific transition plan with the Youth that includes personal connections, continuing support services, housing, health insurance, vocational and educational goals, workforce supports, mental/health and employment.

(A) the Youth will coordinate their TAL funds earned and distributed with their program's Treatment Coordinator. If a Youth is placed in jail, detention or secure care or goes AWOL, the provider will hold the Youth's TAL funds until the Youth is released or found. If the Youth cannot be found or does not request their TAL funds, the provider will need to contact DHHS for a payment refund.

(4) ensure the Youth, in conjunction with their Child and Family Team are prepared to exit out of Level 4 Foster Care;

(5) ensure the Youth understands how to access health, mental health, dental, and vision services via their Medicaid;

(6) for Youth receiving DCFS services; Youth who turn 18 years old while in foster care and are receiving Medicaid, must complete the Medicaid review and provide necessary supporting documentation (rights and responsibilities form) to the regional eligibility caseworker so that Medicaid coverage can continue uninterrupted;

(A) allow Youth access to both local and State Youth Councils; and

(B) ensure that the Youth have access to TAL-based services and participate in TAL Milestone program training:

(i) taught by regional TAL coordinators;

(ii) taught by provider or placement Family; and

(III) provided via TAL Youth Council;

(7) for Youth being serviced by JJYS, Youth should work towards Medicaid eligibility at age 19.5, and if leaving the DHHS system can sign a voluntary agreement to either continue some services or Youth could return for services for one year until age 25.

6.5 **Service Codes.**

(a) Level 4 Foster Home Care Single Youth (DIB/YIB). The Contractor shall:

(1) place no more than one Youth in Agency custody in the level 4 foster home;

(2) ensure there is no more than one Youth in the home who is receiving services from any DHHS Agency; and

(3) ensure that one Level 4 Foster Parent must be in the home at all times when the Youth is in the home or, when approved by the Case Manager, other Contractor Direct Care Staff shall provide supervision. The Contractor shall ensure that a Level 4 Foster Parent shall be available for immediate contact when the Youth is not in the home.

(b) Level 4 Foster Care Multiple Youth Youths (DPB/YPB). 24-hour Care and Supervision in a Level 4 foster home for multiple Youth whose need for supervision or structure can be met while residing with other Youths in the level 4 foster home. This service may be appropriate for entry-level low risk Youths that can be placed in a home setting with other Youths or with siblings. This service is for Youths with mild emotional or behavioral problems and/or have minimal delinquent records, have difficulty with interpersonal relationships, require daily supervision and monitoring, require behavioral treatment, and other rehabilitative interventions. These Youths may engage in antisocial acts and show deficits in social skills, cognition, and communication but their needs can generally be met in a Family setting and generally require additional intensive supervision.

(1) the Contractor shall place no more than three DHHS/DCFS Youths together in the level 4 foster home. An exception may be made for a sibling group of four or more children with one or no other Youths in the home when requested and approved by the case manager or region designee of each child placed in the home;

(i) the Contractor shall place a Youth and the Youth's siblings in one level 4 foster home when it is appropriate and safe for the Youths and the Youth’s siblings to be placed together; and

(ii) payment rates for the Youth and each of the siblings must be based upon each individual’s need as determined by the Agency's level of care assessment (i.e., level 4 foster care or contracted Level I or Level II foster

care). Payment rates and service codes may vary for each individual Youth and will be specified by the Agency in the PSA.

(c) Contracted Foster Care Level 1 (PC1), Youths on target developmentally or only slightly delayed, and may have mild to moderate medical, psychological, emotional, or behavioral problems. These Youths require standard parental supervision and care in a safe, Family based environment. They may also have some mental health needs that are somewhat inhibiting and may require low intensity outpatient treatment services.

(d) Contracted Foster Care Level 2 (PC2): Youths who may have physical disabilities, intellectual disabilities, developmental delays, medical needs or be medically fragile, or have a serious emotional disorder ("**SED**"). These Youths require care in a safe, Family based environment with slightly or moderately more intensive parental supervision. Youths may have mental health needs that are moderately inhibiting and require outpatient treatment services and may include services such as day treatment and/or special education services due to a diagnosis of intellectual disabilities and related conditions or SED.

(e) Baby of a Foster Care Contracted (BAC): A Youth's baby that is not in Agency custody because there are no concerns of abuse or neglect and whose primary care is the responsibility of the Youth, with Professional Parent support and mentoring.

(1) The Contractor shall place a Youth's baby in the same Level 4 foster home with a DHHS/DCFS Youth when it is safe and appropriate for the Youth and the Youth's baby to be placed together. The Level 4 Foster Parent shall mentor the Youth in appropriate parenting and household management skills. If it is determined that the Youth and the Youth's baby may be placed together, the payment rates for the Youth and the Youth's baby shall be based upon each individual's need as determined by the Agency's level of care assessment. If the Youth's baby is also in Agency custody, the Agency will authorize the appropriate contracted foster care payment rate (i.e., contracted Level I or Level II foster care.). If the Youth's baby is not in Agency custody, the Agency may authorize a supplemental payment code for the baby (BAC). Payment rates and service codes may vary for each individual Youth and will be specified by the Agency in the PSA.

(A) The monies will cover room and board as well as the necessities needed for the baby's daily care.

(f) Level 4 Foster Placement for Independent Living Skills Services (DAC/YAC). 24 hour per day Care and Supervision provided in an "apartment-like" setting intended to prepare Youths to live self-sufficiently upon discharge from Agency custody. An Independent Living placement may be used as an alternative to out-of-home care when it is determined that such a placement is in the best interest of the Youth. This recommendation will be presented to the Child and Family Team, who will work to ensure that this type of placement is appropriate for the Youth. The Contractor shall:

(1) utilize an “apartment-like” or “mother-in-law” type apartment(s) connected to the primary residence of the Level 4 Foster Parents or in a separate building on the same plot of land as the primary residence of the Level 4 Foster Parents. The Contractor shall comply with all Level 4 foster home requirements and OL licensing rules Utah Administrative Code R501-12 and R501-22. If the apartment is not connected to the certified level 4 foster home (such as a detached building, garage, or structure on the same plot of land as the primary residence of the Level 4 Foster Parents, that meets the living space requirements of this contract), a variance from DHHS/OL is required for that location. If the apartment utilized by the Contractor to provide Independent Living services has its own address, separate from the Level 4 Foster Parent’s address, the Contractor must have and comply with a DHHS/OL license for Residential Support for each location Independent Living services are provided. The Contractor shall:

(A) ensure Independent Living placement services are provided by Level 4 Foster Parents; and

(B) have the capacity to serve Youths, age 16 years or older, that are preparing to live self-sufficiently upon discharge from Division custody. Youths may have moderate emotional or behavioral problems and/or delinquent records and difficulty with interpersonal relationships. These Youths may also present a low risk of harm to self or others; require daily supervision and monitoring, behavioral treatment, and other rehabilitative interventions designed to prepare them for transition to adult living. These Clients are generally expected to transition to adult living status within three to six months of entering Independent Living placement services;

(C) ensure the Youth has the opportunity to maintain employment. The Contractor shall:

(i) ensure a referral to the Department of Workforces Services (DWS) has been made to begin preparation for employment or educational services;

(ii) ensure the Youth has access to a phone with voicemail if they are placed in an Independent Living placement to facilitate employment, access to services, and emergency assistance; and

(iii) ensure the Youth has accessibility and knowledge of transportation to and from employment;

(D) work with the Youth to complete an agreement outlining the responsibilities and expectations of the Youth’s placement, which must include:

(i) contact with the caseworker, provider and placement;

(ii) an emergency and safety plan;

(iii) plan for education and employment that includes follow-up with DWS;

(iv) plan for use of state funding and payments;

(v) progress toward self-sufficiency; and

(vi) staying within a budget;

(E) within two weeks of admission, assess the Youth's life skills using an empirically validated life skills assessment to identify the strengths and needs of the Youth or utilize the Agency's empirically validated assessment. The Contractor may use the Casey Life Skills Assessment for the ongoing assessment of skills needed for the Youth to TAL;

(F) ensure the TAL plan developed by the Child and Family Team is followed for the Youth as described in Section 6.4 "Transition to Adult Living Services (TAL)". The TAL plan shall address basic life skills including TAL focus areas: work/career planning and education, housing & money management, home life/daily living, self-care/health education and communication/social relationships/family & marriage; and

(G) ensure staff has daily contact, with written documentation, with the Youth. The Contractor and Case Manager shall determine the frequency of face-to-face visits required for each Youth based on the Youth's need.

(2) Professional Parent (DHB). This service is intended to provide maximum intensive support to Youth with severe behavioral or emotional needs. This is meant to be a treatment level of care and is short term in nature. This level is intended to help stabilize a Youth to step down or return home and is not considered a permanency option. The Contractor shall:

(A) ensure no more than three Youths may be placed in this home, for sibling groups over three may be placed on an exception approved by the Case Manager and/or region designee;

(B) have homes that accept the DIB/DPB code(s) and have a step-down structure to support continuity of care for Youth who have stabilized for step down;

(D) new Professional Parent homes recruited for this contract must have a minimum of two years' experience providing level 3 or 4 foster care;

(C) ensure treatment is focused and short-term stabilization is limited to 120 days; and

(D) create a treatment plan within 30 days of placement and reviewed with the Child and Family Team at least every 90 days;

(ii) DHB is limited to 180 days;

(iii) extension must be staffed with the DHHS case manager and regional clinical consultants; and

(iv) any request over 12 months will require the Agency director to review and approve;

(E) no more than three Youth may be placed in DHB home, for sibling groups over 3 may be placed on an exception approved by the Care Manager and/or region designee; and

(F) DHB homes are separate trained families from DIB/DPB homes, changes in level of care are expected to include a change of placement caregivers.

(3) Disability Professional Parent (DHD). The Contractor shall:

(A) follow all requirements of the DHHS 91172 contract; and

(B) place only Youths with disabilities together and separate from Youths placed on the DHB code.

(C) Level of Care Change Requests. Contractors who provide DIB/DPB and DHB services shall staff any Youth disruption from a DIB/DPB home with the case manager, placement at DHB will not be guaranteed to the same Contractor;

(D) no more than three Youth may be placed in DHD home, for sibling groups over 3 may be placed on an exception approved by the Care Manager and/or region designee; and

(E) DHD homes are separate trained families from DIB/DPB homes, changes in level of care are expected to include a change of placement caregivers.

Article 7
RESPITE

7.1 **Non-Emergency Respite Care:**
The Contractor shall provide no more than 20 days of Respite Care services per calendar year for the placement. An individual providing Respite Care may not exceed the capacity they are licensed for. However, an unlicensed Youth may provide Respite Care for a child in foster care in the home of the out-of-home caregiver, as long as the requirements in DCFS practice guidelines are met. The Contractor shall:

(1) ensure all non-emergency Respite Care services are provided by the Contractor's other placement homes. When it is not possible to provide Respite Care services using the Contractor's homes, the Contractor shall obtain the Care Manager's written

permission to use another DHHS Contractor's placement homes, prior to providing Respite Care services for non-emergency Respite Care;

(2) ensure all placements provide Respite Care givers the Respite Fact Sheet for Youths prior to beginning Respite Care services. The Respite Fact Sheet can be obtained from the Case Manager or the DHHS/DCFS Program Administrator;

(3) ensure Respite Care services meet the same requirements as the contracted placement; and

(4) ensure that the Level 4 Foster or Professional Parents update the Contractor immediately when the status of the home changes, including all people living in the home. Contractor shall notify the care manager of the change as soon as possible.

7.2 **Emergency Respite Care**

Emergency Respite Care must only be used in situations where there is a death, hospitalization or serious illness of the Level 4 Foster or Professional Parent(s) or anyone in their immediate Family AND the Contractor's other Level 4 Foster Parent or Professional Parents are not available to provide Respite Care services at that time. The Contractor shall ensure:

(1) each home identifies two emergency Respite Care homes and the caregivers in those homes to be pre-approved in writing by the Contractor to provide care to the Youth, and who should only be used when another Contractor's home is not available for emergency Respite Care services;

(2) identified emergency Respite Caregivers are 18 years or older and shall have a background screening clearance, sign the provider code of conduct, confidentiality form, safety and behavioral intervention fact sheet and be informed of the Youth's needs prior to providing emergency Respite Care. The Contractor shall keep and maintain documentation of these requirements in the home's files;

(3) Youths are placed in another either one of the Contractor's homes or another DHHS Contractor's home of the same treatment level, within 48 hours of being placed in emergency Respite Care;

(4) the Care Manager is notified by phone call of the emergency with the Youth's name, the name and address of the Respite Caregiver, and the reason for the emergency Respite Care services, within one hour of the Youth being placed in emergency Respite Care. If the Contractor is unable to contact the Care Manager, the Contractor shall contact the DCFS program administrator with the information listed above AND follow up with the Care Manager within 24 hours. A voice mail, email message, or text message are not sufficient for notification; and

(5) a list of phone numbers to report after hour emergencies/crisis incidents is provided for Respite Caregivers, and emergency Respite Caregivers.

Article 8
DOCUMENTATION

8.1 **Contractor Administrative Requirements**. The Contractor shall maintain documentation to support the following:

(1) OL license and business licenses;

(2) staff background screening approvals;

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

(4) staff training documentation including training curriculum;

(5) documentation of Staff qualifications and applicable licenses;

(6) documentation that qualified mental health professionals are providing clinical oversight through regular support and supervision of all Professional Parents and Non-Clinical Direct Care Staff;

(7) verification that all Professional Parents received foster parent due process information;

(8) if providing Professional Parent services, a Child Placing Foster Agency license from OL; and

(9) 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.

8.2 **Youth Records.** The Contractor shall maintain and provide to DHHS documentation for each Youth that contains the following:

(1) treatment plan;

(2) a monthly written summary documenting the Youth's progress and activities related to their treatment plan, this summary must be submitted with the monthly billing;

(3) implementation of the treatment plan;

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

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

(6) incident reports;

(7) disbursement of Youth's clothing and personal needs allowance and TAL funds when applicable;

(8) inventory of Youths personal belongings;

(9) photos taken during placement;

(10) all documentation pertaining to services provided; and

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

8.3 **DCFS Records**. If Supporting Youths involved with DCFS, the Contractor shall:

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

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

(3) enter required information for each certified home before any Youths may be placed in those locations;

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

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

8.4 Monthly Reports: The Contractor shall provide a written report every 30 days that includes**:**

(1) treatment progress reports for court hearing or discharge summary (if applicable);

(2) summary of activities performed in the placement towards goals; and

(3) justification for continued treatment.

8.5 Discharge Summary. The Contractor shall:

(1) complete a discharge summary for each Youth regardless of length of treatment;

(2) include the discharge date, treatment goal progress, Family engagement/Family engagement efforts, and recommendations for future service or treatment needs;

(3) provide a copy of the discharge report to the Care Manager within five business days of an unplanned termination of service and three business days for planned discharge; and

(4) maintain a copy of the report in the Youth's file.

Article 9
Billing:

8.1 Limitation. No service may be billed for that were not authorized on a PSA form prior to service.

8.2 Daily Rate. Contractors shall bill the daily rate for placement code this rate includes:

(1) care, supervision and administrative costs of the Youth;

(A) room and board;

(B) meals (based on the United States Department of Agriculture moderate cost food plan); Youths will eat meals with their Family and be provided with nutritious meals;

(C) Youth's personal needs allowance ($3.00 per day, with a minimum of $50 per month spent on clothing);

(D) supervision;

(E) routine transportation including transportation to: medical, dental, and other appointments; Family visits; school and school events; extracurricular activities; community service; Child and Family Team meetings; normal case activities; and court hearings;

(F) personal phone calls to Family;

(G) person’s personal school supplies;

(H) drug testing and lab costs (if applicable); and

(I) clinical supervision.

(2) Personal Needs Allowance. The personal needs allowance may include clothing and items such as personal hygiene supplies, cosmetics, hair care, allowance, and leisure expenses such as reading materials, admission fees, or hobbies. The Contractor shall:

(A) expend the minimum personal amount listed in this contract for clothing for the Youth per month from the personal needs allowance portion of the daily rate. The amount required for clothing must be prorated when the Youth is in placement for only a portion of the month. Funds may be carried over no

more than three months into a subsequent month for purchase of higher priced items. The Contractor shall maintain receipts for clothing purchases;

(B) maintain records documenting disbursements and expenditures for each Youth;

(C) have Youth sign the monthly ledger, receipts, and that they have received the personal needs funds for the intended purpose. The Contractor shall have the Case Manager sign on the Youth's behalf if the Youth is not of sufficient age or able to sign;

(D) ensure the individual who tracks and oversees how the personal needs funds are expended on behalf of each Youth is not the same individual who reconciles the Youth accounts;

(E) not use the personal needs allowance to reimburse the Contractor for damage caused by the Youth;

(F) within 30 days of the Youth's discharge from the Contractor's program, reconcile the Youth's personal needs account;

(G) reimburse the referring DHHS Agency by check for any remaining personal needs funds for each Youth. A separate check must be issued in each Youth's name and amount of reimbursement and must be submitted with the Contractor's monthly billings;

(H) document any amount reimbursed to DHHS in the Youth's record of expenditures. The Contractor shall submit a copy of the reconciled Youth's personal needs account ledger with each reimbursement check; and

(I) when the Youth moves from an out-of-home placement and is not placed in another DHHS-contracted program or other paid out-of-home placement, the Contractor shall give any remaining personal needs funds under $20 directly to the Youth and must document and have the ledger signed by the Youth. The Contractor shall submit a copy of the reconciled Youth personal needs account ledger after funds are distributed.

(3) The following costs are not included in the daily rate for Care and Supervision:

(A) costs to provide an academic or educational program. The Contractor shall submit Youth education forms in accordance with UAC R501-1-13(7) A program serving education entitled children, as defined in UC §62A-2-108.1, must comply with UC §62A-2-108.1 regarding coordination of educational services to include completion of Youth education forms at initial and renewal licensure. To ensure the Youth receives an academic and educational program that satisfies the requirements of applicable law and the Youth's needs. The Contractor shall pay for any costs associated with the

academic and educational program, including the costs for providing on-site or off-site education services to meet each Youth's needs;

(B) costs for mental health and wrap services; and

(C) costs not allowable under federal, state, or DHHS cost principles.

8.3 Special Needs Payments. DHHS may periodically provide payments to the Contractor for special needs for the Youth when authorized by the Care Manager and as funding permits. These special needs include, but are not limited to an initial clothing payment if the Youth enters care without sufficient clothing or a joyous season payment to assist with purchase of holiday gifts for the Youth or for the Youth to purchase gifts for others. The Contractor shall ensure special needs payments are used for purposes outlined by DHHS when issued.

8.4 Reimbursement for Youth's absence. "Day of Absence" means any full 24-hour day, from 12:00 a.m. to 11:59 p.m., that the Youth is absent from the home and is not under Contractor's direct Care and Supervision. The Contractor shall:

(1) hold a placement for a Youth that is absent as part of a planned transition to return home or to another level of care. Planned transitions do not include AWOL, detention, or hospitalization;

(2) be reimbursed at the daily Care and Supervision rate if the Youth returns to the placement after the absence. If the Youth does not return to the placement, despite that being the plan, the Contractor shall bill for the absence using the absence code;

(3) if a Youth's absences for the purpose of transition are going to exceed eight days in a calendar month, and if the plan for the Youth is to return to the same placement and the absence is pre-approved in writing by the Care Manager, the Contractor may bill for any approved absences beyond eight days per month at the reduced daily rate using the absence code;

(4) bill at the absence rate using the absence code when a Youth is absent for reasons other than a planned transition, if the plan for the Youth is to return to the same placement and if the payment is approved by the Case Manager in writing;

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

(6) maintain contact with the Youth and the parties responsible for the Youth's Care and Supervision while the Youth is away from the program during any day of absence for which the Contractor is receiving payment, unless the Youth is AWOL. Contact may be by phone or by face-to-face visits to ensure the Youth's ongoing safety, adequate supervision, and treatment continuity. The Contractor shall document contacts in the Youth's file.

Article 10
Outcomes

10.1 Youth who are in placement to address criminogenic needs:

(a) Outcome. Reduction of criminogenic risk.

(b) Measure. 80% of Youth placed for criminogenic needs demonstrate a decreased risk level at time of discharge.

(c) Reporting. Change in risk level from initial assessment to discharge assessment.

10.2 Youths in DCFS Care:

(a) Outcome. Safe and successful return to their home, kinship placement or permanent home.

(b) Measure. 80% of Youth placed will gain social and emotional skills that enable them to step down in level of care and find permanency.

(c) Reporting. Information on discharge summary for where the Youth's next placement will be.

10.3 **Youth on an Independent Living Plan**.

(a) Outcome. For Youth on an independent living plan (DAC) the Youth is prepared to live independently and is self-sufficient.

(b) Measure: At discharge 95% of DAC placements successfully are able to meet financial needs and have identified living situations they can maintain past case closure.

(c) Reporting. Information on discharge summary for where the Youth's next placement will be.

10.3 Youth on DHD code:

(a) Outcome. Youth transfer to DSPD services and maintain in the least restrictive setting possible based on the Youth's functioning.

(b) Measure. 95% of DHD discharge reasons are to a reunification or DSPD service.
:

(c) Reporting. DHD closure then move to a DSPD placement type.