

**MULTI-STEP SOLICITATION
UTAH STATE DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES /
DIVISION OF JUVENILE JUSTICE SERVICES
DHS90589**

I. PURPOSE

This document is a multi-step solicitation (REQUEST) issued on behalf of the Utah State Department of Human Services (DHS), Division of Juvenile Justice Services and Division of Child and Family Services (DHS/DJJS, DHS/DCFS or Requesting Agency). The purpose of this REQUEST is to identify and contract with all qualified Offerors interested in providing **Diagnostic and/or Rehabilitative Mental Health Services (Outpatient Mental Health) for clients in the custody of DHS, DHS/DCFS, or DHS/DJJS**. A complete description of the service is identified in Section III, Scope of Work.

This REQUEST is designed to provide interested Offerors with sufficient basic information to:

Step 1) become technically qualified; and

Step 2) agree to accept the rates and terms stated in the REQUEST.

II. GENERAL INFORMATION

A. ISSUING OFFICE AND REQUEST REFERENCE NUMBER

The Department of Human Services (DHS), Bureau of Contract Management (BCM) is the Issuing Office for this REQUEST and all related addenda. The above-identified reference number (DHS#) for this REQUEST must be referred to on all Responses submitted by Offerors as well as all related correspondence and documentation.

B. CONTACT INFORMATION

All questions regarding this REQUEST must be submitted to the Requesting Agency by posting the written question via the electronic system (BidSync) on which this REQUEST is published. Questions received by other methods of communication will not be considered.

C. ELIGIBILITY

Responses may be submitted by both qualified individuals and public or private nonprofit or for-profit organizations and entities. The State reserves the right to negotiate with Governmental Entities for the same services identified in this REQUEST.

D. CONTRACT PERIOD

Contracts awarded pursuant to the REQUEST will commence **July 1, 2013** and terminate **June 30, 2016** with the option to renew up to two additional years through June 30, 2018 (the effective date of any contract entered into pursuant to this REQUEST shall not precede the date the contract is awarded).

E. CONTRACT AMOUNT

Contracts awarded under this REQUEST will be paid based on a service rate established by DHS.

F. SUBMISSION OF RESPONSES

Incomplete Responses may be rejected. Offerors shall have no more than 3 opportunities to submit a Response and receive an award under this REQUEST. By submitting a Response the Offeror certifies that all of the information provided is accurate, that it is willing and able to furnish the item(s) and/or service(s) specified, and that rates are acceptable.

Hard Copy Submissions Only: All Responses shall be submitted in hard copy form. Offerors shall submit **one original** and **one identical copy** of their Response as outlined below. The REQUEST number (DHS#) must appear on the outside of the envelope. **Faxed or e-mailed Responses will not be accepted.**

Mailing Address:

Department of Human Services
Attn: DHS Purchasing Agent
Bureau of Contract Management
195 North 1950 West
Salt Lake City, UT 84116

Hand-Delivery Address:

Department of Human Services
First Floor Information Desk
Attn: DHS Purchasing Agent
195 North 1950 West
Salt Lake City, UT 84116

All costs incurred in the preparation and submission of Responses and/or Addenda pursuant to this REQUEST are the responsibility of the Offeror and will not be reimbursed. In addition, all materials submitted become the property of the State of Utah and will not be returned.

G. ADDENDA TO RESPONSES

An addendum to a Response, including an addendum to add new services to a contract previously awarded under this REQUEST, will be accepted at any time during the time the REQUEST is open. Addenda must be submitted to the DHS Purchasing Agent at the above address. **Faxed addenda will not be accepted.**

H. REQUEST AMENDMENTS

All changes to this REQUEST will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Offerors are cautioned not to consider verbal modifications.

I. INITIAL SUBMISSION DATE AND REQUEST EXPIRATION DATE

The initial submission date for Responses is May 13, 2013. Offerors seeking the earliest possible review of their Responses must submit them **on or before 3:00 p.m. on this date.** Responses received after the initial submission date will be reviewed at the discretion of the Requesting Agency for a period of three months. After the three month period, Responses will be reviewed quarterly. During the quarterly review period, Responses received after December 19th, March 19th, June 19th, or September 19th may be reviewed the following quarter.

This REQUEST will expire and Responses will be accepted for consideration for the award of a contract through **3:00pm on September 30, 2014** unless rescinded earlier at the discretion of the Requesting Agency.

J. EVALUATION OF RESPONSES AND AWARD OF CONTRACTS

The Issuing Office will open and register all Responses and Addenda received. The

names of registered Offerors are public information. Responses shall be evaluated against the criteria stated in this REQUEST. No other factors or criteria will be used in the evaluation.

Contracts will be awarded with reasonable promptness, by written notice, to all qualified responsive and responsible Offerors taking into consideration the evaluation factors set forth in the REQUEST. The contract file shall contain the basis on which the award is made. Before, or after, the award of a contract DHS has the right to inspect the Offeror's premises and all business records to determine the Offeror's ability to meet contract requirements. During the evaluation process, Responses will be seen only by authorized DHS staff and those selected by DHS to evaluate Responses. Following the award decision, all Responses become public information except for protected information (see Paragraph M). Utah has a reciprocal preference law which will be applied against Offerors offering products or services produced in states which discriminate against Utah products. For details see Utah Code § 63G-6-404 and 63G-6-405.

K. SERVICE SELECTION

1. The award of a contract under this REQUEST **is not a guarantee** that the Offeror/Contractor will be requested to provide any services.
2. The Requesting Agency reserves the right to select the most appropriate contractor to provide services from among those awarded contracts.

L. CONTRACT TERMS AND CONDITIONS

All contracts resulting from this REQUEST will be prepared using the current DHS/DCFS/DJJS Contract for Services template. A copy of the current DHS/DCFS/DJJS Contract for Services template may be viewed at:

www.hsofo.utah.gov/services_contract_forms.htm

The State of Utah and DHS reserve the right to make changes to the contract template at any time prior to the time a contract is executed with an Offeror. Contracts are subject to the written approval of the DHS Purchasing Agent and are not binding until fully executed. Upon execution and written contract approval the Offeror will be referred to as "Contractor".

M. PROTECTED INFORMATION:

The Government Records Access and Management Act (GRAMA), Utah Code Annotated, Subsection 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the

governmental entity with the information specified in Section 63G-2-309;
* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

Pursuant to GRAMA, the above information may be protected by submitting a written claim of business confidentiality. To protect information in the Offeror's Response under a claim of business confidentiality, the Offeror shall:

1. Provide a signed "Claim of Business Confidentiality" form at the time it submits its Response that includes a concise statement of reasons supporting the claim of business confidentiality. The "Claim of Business Confidentiality" form may be accessed at:
<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>
2. Clearly identify any specific information the Offeror claims is "PROTECTED"; and
3. Submit one "redacted" (excludes the protected information) copy of its Response that is clearly marked "Redacted Version."

An entire Response may not be protected under a claim of business confidentiality. A claim of business confidentiality may be appropriate for information such as Client lists and non-public financial statements; however, pricing and service elements may not be protected.

N. RESERVATION OF RIGHTS

The Requesting Agency reserves the right to reject any or all Responses received or to withdraw this REQUEST at any time. Furthermore, if only one Response to this REQUEST is received, the Requesting Agency may ask the Issuing Office to either make an award and/or re-solicit for the purpose of obtaining additional Responses.

O. DEBARMENT

The Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by DHS.

P. GOVERNING LAWS AND REGULATIONS

All State of Utah purchases are subject to the Utah Code § 63G-6 and the Utah Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code R33).

III. SCOPE OF WORK

Below is a description of the basic service requirements and expectations Offerors will be expected to meet if awarded a contract to provide any of the services stated in this Procurement. Because only Offerors awarded contracts will be allowed to provide services, contract terminology is used in this Section III, "Scope of Work". For example, the term "Contractor" is used rather than the term "Offeror" and any references in the Scope of Work to

parts or sections are referring to parts or sections in the contract template that will be used to prepare any contracts awarded pursuant to this Procurement and not this Procurement document.

This Scope of Work contains service requirements that apply to multiple services. The Contractor is only authorized to provide the services awarded.

A. BACKGROUND

Clients in the Utah State Department of Human Services Division of Child and Family Services (DHS/DCFS) custody have been removed from their own homes because of neglect, abuse, parental inadequacy or other family problems. Clients in the DHS Division of Juvenile Justice Services (DHS/DJJS) custody have criminal involvement and may have been involved in DHS/DCFS custody before becoming involved in juvenile crimes. Many Clients of DHS/DCFS and DHS/DJJS have severe emotional and behavioral disorders and are in need of mental health services and other specialized or supportive services and care to help them appropriately function in community settings. Clients in State custody are in a unique situation of living outside their home environment, thus underlying grief, loss, and trauma issues may co-exist with the mental health diagnosis and should not be left unaddressed.

Qualified Contractors shall provide psychiatric diagnostic interview examinations that evaluate the mental health needs and diagnosis of the Client, if warranted, in conjunction with the safety factors that brought the Client into care. Psychiatric diagnostic interview examinations (commonly called mental health assessments) should be targeted towards detecting prior and undiagnosed/untreated mental health needs. Often Clients involved with the DHS/DCFS and DHS/DJJS have many overlapping factors that may require the mental health provider to re-assess and revise the rehabilitative mental health services and diagnoses of Clients throughout intervention services. Treatment should be provided in a manner consistent with public safety.

Qualified Contractors shall provide rehabilitative mental health and related services that promote the Client's mental health, reduce the Client's mental disability, restore the Client to the highest possible level of functioning, promote the Client's self-sufficiency, and systematically reduce the Client's reliance on mental health support systems. Rehabilitative mental health and related services should be provided in collaboration with the Client's family and the proctor family in such a way that promotes stability and long-term permanence for each Client. Both the Client's family and current proctor family need to be included in the Client's ongoing treatment to understand how to best address their current and future mental health needs.

B. DEFINITIONS

For purposes of this Scope of Work, the following definitions apply:

1. Action Step:

Action steps are behavior criteria, or subtasks that Clients must demonstrate to meet the SMART goal. Actions steps are a behavioral way to measure

progress. Action steps are determined by the treatment team.

2. Administrative Staff:

The Contractor's management staff that do not supervise or provide direct services to Clients.

3. Applicant:

An individual who has requested a background screening.

4. Autism Spectrum Disorder (ASD):

ASD is a disorder in which a child's brain does not develop typically, and neurons form connections in unusual ways. The major features of autism are impaired social interaction and communication - such as delayed language development, avoiding eye-contact and difficulty making friends - as well as rigid, restricted and repetitive behavior, such as repeatedly making the same sound or intense fascination with a particular toy.

5. Background Screening:

The review of an applicant's criminal history and abuse, neglect, or exploitation history through one or more criminal, abuse, neglect, or exploitation databases for the purpose of determining whether the applicant may have direct access to Clients.

6. Background Screening Clearance:

- a. For Contractors licensed through the Department of Human Services Office of Licensing (DHS/OL), DHS/OL has conducted an applicant's background screening and has cleared the applicant to have direct access to Clients.
- b. For Contractors licensed through the Department of Health Bureau of Health Facility Licensure (DOH), and for whom DOH has conducted an applicant's Background Screening, DOH has cleared the applicant.
- c. For Contractors who are not licensed through the DHS/OL or the DOH, the DHS/DCFS Background Screening Coordinator has reviewed an applicant's background screening and has cleared the applicant to work with DHS Clients.

7. Case Manager:

A DHS/DCFS or DHS/DJJS employee with primary responsibility for a Client in custody.

8. Client:

A child or youth in the custody of DHS or DHS/DCFS or DHS/DJJS.

9. Client Identifying Information:

Any information that identifies or leads to the identity of the Client or Client's family. Identifying information may be verbal or written communication, photographs or digital images and video clips, and data.

10. Contract Monitor:

Division staff that provide consultation and technical assistance to Contractors and Division staff for compliance with all contract requirements, and reviews and approves or denies submitted billings. DHS/DCFS Contract Monitors are also known as Contract Coordinators. DHS/DJJS Contract Monitors are also known as Support Services Coordinators.

11. Diagnostic Mental Health Services:

Medical procedure(s) recommended by a physician or other licensed mental health therapist within the scope of his or her practice under State law to enable him/her to identify the existence, nature, or extent of a mental health disorder in a Client that are included in this Contract and defined in the current Utah Medicaid Provider Manual.

12. Direct Access:

An individual has or will have contact with or access to a Client that provides the individual with an opportunity for personal communication or touch.

13. Direct Care Staff:

The Contractor's staff that provide supervision of a Client, or care directly to a Client, and may include staff that provide educational, vocational, therapeutic, or non-clinical treatment services, but does not include support staff, administrative staff, or volunteers.

14. Direct Supervision:

The person being supervised is under the uninterrupted visual and auditory surveillance of the person doing the supervising.

15. Division:

The Division with which this Contract is written (either DHS/DJJS or DHS/DCFS).

16. Evidence-Based Practice:

A DHS/DCFS or DHS/DJJS Director-approved modality, practice, strategy, or a formal program based on research that has been independently validated through scientific methodology in which findings have demonstrated effective and measurable outcomes for children and youth.

17. Evidence-Informed Practice:

A DHS/DCFS or DHS/DJJS Director-approved treatment or program modality integrating best available strategies that have some quantitative data showing positive outcomes over a period of time, but do not have enough scientific research or replication to demonstrate effective outcomes for the target population. This informed practice allows for innovation and incorporates the lessons learned from the existing research literature.

18. Face-to-Face:

The Client is present with the mental health provider in the setting in which the service is being provided, or when conducting telehealth or other interactive video communication sessions.

19. Family:

Family includes the Client's biological family of origin, a kinship caregiver's family, adopted family, or other identified permanent caregiver's family.

20. Fetal Alcohol Spectrum Disorders (FASD):

FASD results from the consumption of alcohol during pregnancy. Children with FASD have a high risk of psychiatric problems, particularly attention deficit hyperactivity disorder (ADHD), conduct disorder, or both. Children with FASD have more severe behavioral problems overall. These children experience a higher frequency of social cognition and emotional regulation challenges and impulsivity. They are likely to engage in behaviors, such as cheating, stealing lying and acting immature.

21. Foster:

The provision of substitute care which is conducive to the physical, social, emotional and mental health of children or adjudicated youth under the age of 21 who are temporarily unable to remain in their own homes but are able to participate in family and community life without danger to themselves or others. Clients in foster care are placed in the care of DHS/DCFS.

A generic term for an out of home family-based placement which includes "proctor." For example, a reference or requirement relating to a foster parent includes a certified proctor parent, foster care includes proctor care, and a foster home includes a certified proctor home.

22. Grievance:

A formal claim or allegation regarding a condition, circumstance, incident or action involving the Contractor or provider.

23. Parent:

The biological parent of origin, legal guardian, a kinship caregiver, adopted parent, or other identified permanent caregiver.

24. Proctor Care:

Care and supervision for a Client by proctor parents in a family home setting under the authority and supervision of a licensed child placing foster care agency.

25. Proctor Parent:

An employee or subcontractor of the contractor who provides substitute care to a Client under the authority and supervision of a licensed child placing foster care agency that is contracted with the Division.

26. Protective Risk Assessment (PRA):

An assessment process for identifying the strengths and weaknesses of delinquent youth.

27. Psychiatric Diagnostic Interview Examination:

A mental health assessment used to identify trauma and/or mental health services needed by the Client.

28. Purchased Service Authorization (PSA):

An authorization to purchase specific clinical and placement services.

29. Rehabilitative Mental Health Services:

Medical or remedial services included in this Contract and defined in the most current Utah Medicaid Provider Manual that are recommended by a physician or licensed mental health therapist, within the scope of his or her practice under Utah law, for maximum reduction of a Client's mental health disorder and restoration of a Client to his/her best possible functional level.

30. Responsivity Principle (DHS/DJJS Only):

Services provided that are tailored to match the teaching style of the program to the learning style of the Client, varying treatment according to the relevant characteristics of the Client such as gender, culture, developmental stages,

trauma, IQ, motivation, mental disorders, and psychopathy

31. Risk Level:

The level of probability and degree of harm to self or others.

32. SMART Goal (DHS/DJJS Only):

Specific, measurable, attainable, realistic and timely (SMART) goals that describe the criteria that must be met to reduce identified dynamic risk factors. Smart goals are determined by the Case Manager with treatment team input.

33. Social Networking Mediums:

Forums that include but are not limited to blogs, email, social network sites such as Facebook or Myspace, letters, and newsletters.

34. Support Staff:

The Contractor's staff, not including the administrative staff, that do not supervise or provide direct services to Clients.

35. Team or Treatment Team:

A Child and Family Team for DHS/DCFS or Treatment Team for DHS/DJJS consisting of individuals authorized by the Case Manager that participate in planning, providing, and monitoring supports and services for the Client and family / legal guardian, such as the Case Manager, service provider, Client, family members, legal guardian, proctor parents, community specialists, friends, and other people approved by the Case Manager.

36. Team Meeting:

A Child and Family Team Meeting for DHS/DCFS or a Treatment Team Meeting for DHS/DJJS.

37. Telehealth:

"Telehealth" is the practice of mental health care delivery through interactive video communications when distance or other hardships create difficulty with consistent access to services. Telehealth occurs in real-time or near real-time.

38. Transition to Adult Living (TAL):

A program for Clients that aids them in the development of the skills needed for successful adult life. TAL services include course work, home studies, community involvement, and/or placement.

39. Trauma-Informed Care:

The philosophy that providers must assess childhood maltreatment and may need to modify treatment based on the understanding of neurological, biological, psychological and social effects of trauma. It is not a set of specific services but a set of principles that place trauma at the center of treatment.

40. Traumatic Brain Injury (TBI):

A TBI is caused by a bump, blow or jolt to the head or a penetrating head injury that disrupts the normal function of the brain. TBI can cause a wide range of functional short- or long-term changes affecting:

- a. **Thinking** (i.e., memory and reasoning);
- b. **Sensation** (i.e., touch, taste, and smell);
- c. **Language** (i.e., communication, expression, and understanding); and
- d. **Emotion** (i.e., depression, anxiety, personality changes, aggression, acting out, and social inappropriateness).

41. Treatment Plan:

A written, individualized plan that contains measurable treatment goals related to problems identified in the Psychiatric Diagnostic Interview Examination.

42. Volunteer:

A person who performs a service willingly without pay.

43. “What Works” Principles:

Five principles of correctional intervention having a greater likelihood of reducing recidivism, including:

- a. **Risk Principle:** Interventions should target offenders who are most at risk. The intensity of services provided should mimic the risk to re-offend level of the Client, with the most intense services tailored to the highest risk to re-offend Clients.
- b. **Need Principle:** Services provided should address criminogenic needs (dynamic, changeable needs associated with re-offending behavior). The strongest factors associated with crime are peer relationships, family factors, substance abuse, antisocial attitudes toward authority, education, and employment.
- c. **Treatment Principle:** Employ evidence-based treatment approaches. These services should incorporate cognitive behavioral theoretical foundations (i.e., reinforcement of pro-social behaviors) and be structured, and focused on developing skills.

- d. Responsivity Principle: Services provided should be tailored with respect to matching the teaching style to the learning style of the Client, varying treatment according to the relevant characteristics of Clients such as gender, culture, developmental stages, IQ, motivation, mental disorders, and psychopathy.
- e. Fidelity Principle: Monitor the implementation quality and treatment fidelity to ensure programs are delivered the way in which they were designed and intended to maximize program success and recidivism reduction.

44. Wrap Services:

A coordinated set of services that are part of an individualized care plan for a Client.

C. POPULATION TO BE SERVED

Clients who demonstrate emotional and behavioral disorders requiring mental health services and other specialized or supportive services to help them function appropriately in community settings and to safely transition back home or to another permanent living arrangement.

D. GENERAL PROGRAM REQUIREMENTS

The Contractor shall comply with the following requirements, in addition to the requirements for individual services the Contractor is providing.

1. CONTRACTOR REQUIREMENTS

a. Licensure

The Contractor shall:

- (1) Ensure each mental health professional employed by or under contract with the Contractor that is providing diagnostic and/or rehabilitative mental health services maintains a current professional license from the Utah Department of Commerce, Utah Division of Occupational and Professional Licensing (DOPL).
- (2) Maintain a current license issued by the Utah Department of Human Services Office of Licensing (DHS/OL) for Outpatient Treatment if providing individual, family, or group psychotherapy, including sole proprietors that employ two or more employees.

b. Background Screening Requirements

- (1) For purposes of this Contract, "direct access" means that an individual has, or likely will have, contact with or access to a client that provides the individual with an opportunity for personal communication or touch, and "direct supervision" means that the person being supervised is under the **uninterrupted visual and auditory surveillance** of the person doing the supervising.
- (2) Contractors licensed through DHS/OL shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from DHS/OL. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DHS/OL.
- (3) Contractors licensed through DOH shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from DOH. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DOH.
- (4) Contractors who are not licensed through DHS/OL or DOH shall provide direct supervision of all persons with direct access to clients until the applicant receives written verification of background screening clearance from the designated DHS/DCFS Background Screening Coordinator. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from the designated DHS/DCFS Background Screening Coordinator. If the Contractor does not employ an individual qualified to provide direct supervision, then the Contractor shall have no direct access to clients until the Contractor receives written verification of background screening clearance from the designated DHS/DCFS Background Screening Coordinator. An applicant shall apply for a background screening clearance from the designated DHS/DCFS Background Screening Coordinator as follows:
 - a. Applicants shall complete a background screening application provided by the designated DHS/DCFS Background Screening Coordinator within 7 days of the date of hire, and annually thereafter. The application shall include the applicant's written authorization for DCFS to access and use information in the Utah SAFE Management Information System (MIS), the Utah Licensing Information System (LIS) and any criminal history information.

- b. The designated DHS/DCFS Background Screening Coordinator shall access and review information in the Utah SAFE Management Information System (MIS), the Utah Licensing Information System (LIS), and the Utah Computerized Criminal History (UCCH) through the Utah Department of Public Safety, Bureau of Criminal Identification (BCI).
 - i. If a review of the applicant's UCCH reveals nationwide criminal history information, the applicant shall submit fingerprints for a FBI national criminal history record check.
 - ii. If an applicant has lived outside of the State of Utah at any time during the past five years, the applicant shall submit fingerprints for a FBI national criminal history record check.
- c. An applicant who refuses to provide all authorizations and information required by the designated DHS/DCFS Background Screening Coordinator in order to access MIS, LIS, and criminal history information, shall have no direct access to clients.
- d. The designated DHS/DCFS Background Screening Coordinator shall provide written verification of an applicant's background screening **clearance** to the Contractor if the applicant has no supported or substantiated findings in the LIS or the MIS, has not entered a plea of guilty or no contest to any pending criminal charge, and has no criminal history record, except as specified below:
 - i. The designated DHS/DCFS Background Screening Coordinator shall provide written verification of background screening clearance if the only convictions in the applicant's criminal history record are misdemeanors or infractions that **do not** involve violence or sex, including but not limited to domestic violence, stalking, lewdness, assault, battery, pornography, sexual exploitation, or prostitution.
- e. The designated DHS/DCFS Background Screening Coordinator shall provide written verification of background screening **denial** to the Contractor if the applicant has any supported or substantiated findings in the LIS or the MIS, any felony convictions, has entered a plea of guilty or no contest to any pending criminal

charge, or has any convictions for misdemeanors or infractions that involve violence or sex, including but not limited to domestic violence, stalking, lewdness, assault, battery, pornography, sexual exploitation, or prostitution.

- (5) The Contractor shall not permit an applicant whose background screening has been **denied** to have any further direct access to clients.
- (6) The background screening applications and clearances required pursuant to this Contract shall be maintained in each applicant's personnel file.
- (7) The Contractor shall require all individuals with direct access to clients to submit a new background screening application immediately after being charged with any criminal offense and immediately after being substantiated or supported for abuse, neglect or exploitation."

c. General Training Requirements

The Contractor shall ensure that all of the following training requirements are met:

- (1) All staff, volunteers, and mental health providers are trained and receive at a minimum four hours of training on the following topics within the first week of employment and prior to working with Clients. The Contractor shall obtain employee signature or electronic verification that employees understand the training they have received:
 - (a) An orientation to requirements of this Contract.
 - (b) Review of the DHS Provider Code of Conduct.
 - (c) The Contractor's emergency management and business continuity plan, including emergency response and evacuation procedures.
 - (d) Abuse and Harassment training, including but not limited to physical, emotional, and sexual abuse and harassment, for all staff coming in contact with Clients that includes the following:
 - i. A zero-tolerance policy for abuse and harassment;
 - ii. How to comply with Contractor's abuse and

harassment prevention and response policy and procedures;

- iii. A Client's right to be free from abuse and harassment;
- iv. The right of Clients and employees to be free from retaliation for reporting abuse and harassment;
- v. How to detect and respond to signs of threatened and actual abuse;
- vi. How to avoid inappropriate relationships with Clients;
- vii. How to comply with laws related to mandatory reporting of abuse to outside authorities; and
- viii. Laws regarding unlawful sexual activity with a minor.

(2) Volunteers:

- (a) The Contractor shall provide volunteers with direct supervision unless the volunteer has received the training listed above in c. (1).
- (b) The level and type of training provided to volunteers in addition to the training listed in c.(1) shall be based on the services the Contractor provides and level of contact they have with Clients.
- (c) The Contractor shall maintain documentation confirming that volunteers have received and agree to comply with the training they have received.

d. Training Requirements for Non-clinical Direct Care Staff

In addition to the above training, the Contractor shall ensure staff members providing wrap services or other non-clinical direct care staff also meet the following training requirements specified for direct care staff:

(1) Non-clinical direct care staff – First 60 days of employment

In addition to the above training, all non-clinical direct care staff shall receive an additional 32 hours of training covering all of the subjects listed below. Until these training requirements

are met, staff providing day group skills services shall not provide direct care or supervision of Client(s) unless staff are being supervised by a trained direct care staff that is on duty and in the presence of the Client. Intensive supervision staff/mentor shall not provide direct care or supervision of Client(s) until all training requirements are completed.

Non-clinical direct care staff may receive credit for prior training on an hour-for-hour basis provided there is written documentation of training content, where, when, and who provided the training, that the training was in the following areas and was received within a period of two years prior to employment with the Contractor.

- (a) Basic child/adolescent development and normal behavior.
- (b) How child abuse, neglect, and unstable family dynamics affect normal child development, including how to recognize indicators of abuse and neglect.
- (c) Trauma informed care, separation, grief, and loss, including:
 - i. How trauma impacts both behavioral and mental health issues;
 - ii. How separation from family or permanent caregivers affects the Client;
 - iii. How to assist the Client in handling feelings of sadness, loss, anxiety, and anger;
 - iv. The benefits of including the Client's family / legal guardian in the provision of care services and continuing visitation and contact;
 - v. The negative impact of multiple placements; and
 - vi. The importance of effective transition plan(s) between placements or when terminating treatment.
- (d) Cultural sensitivity in regards to recognizing each Client's cultural roots as well as the difference between race, ethnicity, and gender.
- (e) Practice guidelines found at DHS/DCFS website on Lesbian Gay Bisexual Transgender Questioning

(LGBTQ), to be used for both Divisions.

- (f) Behavior management including role play, positive reinforcement, de-escalation and skill building.
- (g) Discipline methods including natural and logical consequences, specialized skill training in aggression management, and the prohibition of physical punishment of Clients.
- (h) Requirements in regards to health care including medical, dental, and mental health appointments, medication management procedures, and documentation.
- (i) First-Aid and Cardiopulmonary Resuscitation (CPR) certification.
- (j) DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov>, DHS/DJJS Policy Section 5) to be used for both Divisions.
- (k) Suicide Prevention which must include identification of warning signs and risk factors, observing and monitoring suicidal and self-harming Clients and coordinating with the Contractor's mental health professional(s) to determine necessary treatment and safety plans.
- (l) Emergency/Crisis Incidents: As described in this Contract.
- (m) Emergency Safety Intervention: As described in this Contract.
- (n) Programs shall provide pre-service training in gender specific services, programming, and issues for adolescents to include, at a minimum:
 - i. Adolescent gender-specific development and health issues;
 - ii. Effects of gender-specific abuse/trauma;
 - iii. Gender-specific philosophy;
 - iv. Gender-specific crime trends; and
 - v. Adolescent gender-specific risks and resiliency.

- (o) Programs serving Clients who are victims of sexual abuse, or sexual offenders, shall provide pre-service training to address sexual abuse victim/sexual offender specific related training to include, at a minimum:
 - i. Behavioral characteristics of sexual abuse victims and Clients with sexual behaviors;
 - ii. Family dynamics;
 - iii. Supervision needs of Clients with sexual behaviors; and
 - iv. Specific training shall be required for programs treating sexual offenders.
- (p) Programs serving Clients who are substance dependent, or substance abusing, shall provide pre-service training to address substance dependency and abuse.
- (q) Programs serving Clients with specific mental health diagnoses of FASD, TBI and ASD, shall provide pre service training to address and include, at a minimum:
 - i. The need for individualized treatment planning;
 - ii. The organic nature of these diagnoses;
 - iii. Behaviors that are specific to these populations; and
 - iv. Programming shall be focused on structure and repetition to replace insight-based interventions.
- (r) Programs serving Clients with specific mental health diagnoses shall provide pre-service training to include, at a minimum:
 - i. How to understand the Clients' mental health diagnoses and appropriately interact;
 - ii. Use and effects of psychopharmacology; and
 - iii. Appropriate interaction with Clients based on their diagnoses.
- (s) Programs serving Clients with specific behavioral disorders shall provide pre-service training to include

applied behavioral analysis and how to carry out interventions.

- (t) Training that addresses the individual needs of a specific Client, such as how to care for a specific health care, behavioral, or developmental need.

- (2) **Non-clinical direct care staff for DHS/DJJS contract** – First 12 months of employment

In addition to the initial four hours, and subsequent 32 hours of training, all direct care staff (non-clinical) shall receive 12 hours of additional training based on the Contractor’s program and the Contractor’s evaluation of individual direct care staff training needs.

- (3) **Non-clinical direct care staff for DHS/DCFS contract** – First 12 months of employment

In addition to the initial four hours and subsequent 32 hours of training, all direct care staff (non-clinical) shall receive 12 hours of additional training consisting of:

- (a) Practice Model Provider Training provided by DHS/DCFS; and
- (b) Training based on the Contractor’s program and the Contractor’s evaluation of individual direct care staff training needs.

- (4) Existing Non-clinical direct care staff

The Contractor shall ensure that all staff hired prior to this contract shall complete, or have completed, the above trainings, no later than 60 days after the effective date of this contract.

- (5) Non-clinical direct care staff– Annual training

After the first year and annually thereafter, all direct care (non-clinical) shall receive an additional 20 hours of training in the subjects listed below:

- (a) Review of requirements of Division contracts (DHS/DJJS and/or DHS/DCFS);
- (b) Review “Use of Confidential Information” section of contract;
- (c) Review of the DHS Provider Code of Conduct;

- (d) Emergency management and business continuity, including emergency response and evacuation procedures;
- (e) Review medication management procedures, including documentation;
- (f) Maintenance of CPR and First-Aid certifications;
- (g) Review emergency/crisis incidents, emergency safety intervention, and DHS/DJJS incident report reference guide; and
- (h) Other training as needed based on the Contractor's program and the Contractor's evaluation of individual direct care staff training needs.

e. Training Assessment and Documentation

The Contractor shall ensure that all of the following training and documentation requirements are met:

- (1) Develop and implement a method to assess and measure the staff's understanding of the information and materials presented in each training session. The following are examples of types of measurements that may be used:
 - (a) Testing and scoring
 - (b) Written summary of training content
- (2) Documentation for all training shall include:
 - (a) Title and brief description of course content;
 - (b) Date training completed;
 - (c) Duration of training course;
 - (d) Instructor name and qualifications that relate to the subject matter;
 - (e) Signatures of employees who completed the training; and
 - (f) Documentation of each employee's competency in the training.

2. MEDICAID PROVIDER REQUIREMENTS

a. Medicaid Provider Compliance

The Contractor shall comply with all requirements for providers of Medicaid outpatient mental health services, as specified in the Rehabilitative Mental Health Services for Children Under Authority of Department of Human Services, Division of Child and Family Services, or Division of Juvenile Justice Services Manual, including:

- (1) Section 1, “General Information”;
- (2) Section 2, “Diagnostic and Rehabilitative Mental Health Services by DHS Contractors”;
- (3) “General Attachments”; and
- (4) Any subsequent updates in the provider manuals or in Medicaid Information Bulletins.

The current version of the Medicaid Provider Manual may be accessed electronically at:

<http://www.health.utah.gov/medicaid/manuals/directory.php>.

In the event this Contract and Medicaid Provider Manuals do not agree, the Medicaid Provider Manual requirements apply except that the Contractor shall only bill Medicaid using the DHS approved rates in DHS Medicaid Service Rates.

b. Medicaid Enrollment

The Contractor shall be a Utah Medicaid Provider. If the Contractor is not a Utah Medicaid Provider, the Contractor shall become a Utah Medicaid Provider prior to providing Medicaid services.

- (1) The Contractor’s business organization, each licensed clinician, and each qualified non-licensed staff must enroll separately as a Utah Medicaid Provider for diagnostic and rehabilitative mental health services;
- (2) Each of the Contractor’s licensed clinicians and qualified non-licensed staff must be affiliated with the Contractor.

3. USE OF CLIENT IDENTIFYING INFORMATION AND ELECTRONIC MEDIA

- a. Client identifying information is confidential. The Contractor shall ensure its staff, volunteers, and subcontractors comply with all

confidentiality requirements described in this contract.

- b. The Contractor shall safeguard and shall not release Client information to social networking mediums or other public forums except as allowed below.
 - (1) If the Client's parents retain parental rights in regards to the Client, the Contractor shall obtain written verification of parental permission from the Case Manager prior to any images or information regarding the Client being used in social networking mediums or other public forums. The Case Manager may provide written permission if the parents' whereabouts are unknown, if contact with the parents cannot be made, or if parents do not retain parental rights.
 - (2) If the Client is over the age of eight years and has the mental capacity to understand, the Contractor shall also obtain written permission from the Client prior to any images or Client information being used in social networking mediums or other public forums.
 - (3) When parental permission is obtained or the decision is made to allow the Contractor or Contractor's staff to use information or images in a public forum, the images shall only contain the Client's first name and NOT identify the Client as a Client of the Contractor, or a DHS, DHS/DCFS, DHS/DJJS Client or foster or proctor child.
 - (4) The Contractor shall only share general information regarding the Client. No information may be shared that is case specific or that informs other parties of DHS involvement or the Client's treatment issues or history.

4. AUTHORIZATION TO PROVIDE SERVICE

Prior to the Contractor providing services, the PSA shall be completed by the Case Manager and must include the needed service description, rate of pay for each service, units authorized, start date, authorized signature, and the reason for selecting the provider. The Contractor shall:

- a. Obtain written authorization from the Case Manager before Client services are provided, in accordance with the Division's PSA process.
- b. Not bill for services which have not been authorized in writing on the PSA.
- c. Ensure that the PSA is signed by:

For DHS/DJJS:

- The Contractor;
- The DHS/DJJS Case Manager;
- The DHS/DJJS Case Manager's Supervisor; and
- The DHS/DJJS Support Service Coordinator (SSC)

For DHS/DCFS:

- The Contractor;
- The DHS/DCFS Case Manager;
- The DHS/DCFS Case Manager's Supervisor; and
- The DHS/DCFS Contract Monitor.

- d. For DHS/DCFS, a PSA is not required for services provided to a post-adopt Client.

5. SERVICE REQUIREMENTS

The Contractor shall provide diagnostic and rehabilitative mental health services for Clients in Division custody or Clients who were adopted after being in Division custody who are referred for services by the Division. In addition to providing diagnostic and rehabilitative mental health services, the Contractor shall provide the following:

a. Evidence Based or Evidence-Informed Treatment

The Contractor shall:

- (1) Provide a treatment regimen that is evidence-based treatment or evidence-informed treatment that has been previously approved in writing by the Division Director or approved through the bidding process of this contract. The treatment regimen shall be individualized based on the Client's age, diagnosis and circumstances. This includes, but is not limited to, addressing grief, loss, trauma, and criminogenic factors affecting the Client.
- (2) Maintain fidelity of the approved evidence-based or evidence-informed treatment program through monitoring the effectiveness of the program.
- (3) Maintain documentation of staff training received and/or skills in the evidence based treatment for which the Client will be engaged to restore the highest possible level of function.

b. Team and Team Meetings

The Contractor shall:

- (1) As part of a clinical mental health service, actively participate as a member of the Team. The Contractor shall provide rehabilitative mental health and related services in collaboration with the Client's family and the foster/proctor family or other direct caregiver to promote stability and long-term permanence for each Client.
- (2) Include both the Client's family and foster/proctor family or other direct caregiver in the Client's ongoing treatment to facilitate understanding of how to best address the Client's current and future mental health needs. (Example: it is appropriate to convene members of a Team Meeting in the development of the treatment plan, quarterly treatment plan review, and to gather information from parents, proctor family, teachers, childcare providers, and Case Managers for the purpose of assessing the Client as part of the Psychiatric Diagnostic Interview Examination.)
- (3) Participate in all, and may also initiate any of the following, Team Meetings:
 - (a) **Pre-Treatment Team Meeting:**

The Contractor shall participate in a Team Meeting prior to a Client beginning treatment.
 - (b) **Ongoing Team Meeting:**

The Contractor shall participate in all ongoing Team Meetings to coordinate the Client's treatment plan with the Division service plan, the Client's permanency goal, and the long-term view.
 - (c) **Change of Clinician/Treatment Team Meeting:**

Prior to any change in clinician/treatment provider, unless it is an emergency situation, the Contractor shall participate in a Team Meeting to discuss reasons, solutions, and transitions that are most beneficial to the overall treatment goals and service plan for the Client.
 - (d) **Discharge Team Meeting:**

Prior to discharge, the Contractor shall participate in a Team Meeting to discuss progress, maintenance, and transitions for long-term stability of the Client.

c. Examination and Treatment Planning

- (1) The Contractor shall conduct an initial psychiatric diagnostic interview examination or an addendum to the most recent examination or psychological evaluation completed within the past 12 months. The examination or addendum shall assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Client's need for mental health services.
 - (a) Collect collaborative information from parents, proctor parents, schools/child care, mental/health care professionals and others as needed to determine the existence, nature and extent of a mental illness or disorder for the purpose of identifying the Client's need for mental health services.
 - (b) Convene a Team Meeting with Client to gather collaborative information from Client's parents, caretakers, teachers, child care providers, and Case Managers to facilitate in the assessment of the Client for the psychiatric diagnostic interview examination.
 - (c) Collect and review prior psychiatric diagnostic interview examinations, psychological testing, medical interpretations of laboratory or other medical diagnosis, and school records to develop a complete picture of the Client's mental health diagnosis and treatment needs.
 - (d) Conduct or obtain information from other sources concerning a psychosexual assessment or a Sexual Behavioral Risk Assessment as part of the psychiatric diagnostic interview examination, if it is determined that the Client has sexual behaviors that should be evaluated.
- (2) If it is determined the Client needs mental health services, the individual provider of mental health services conducting the psychiatric diagnostic interview examination or the individual provider of mental health services who actually delivers the mental health services shall develop a treatment plan. The treatment plan shall reflect the Client's therapeutic needs as identified in the psychiatric diagnostic interview examination, and shall be coordinated with the Division Service Plan and with the Team.
- (3) The treatment plan shall be designed to improve or stabilize the Client's conditions. Treatment goals shall match recommendations on the examination or addendum. The treatment plan shall be written within 30 days of admission to the Contractor's program.

- (4) The Contractor shall use the “What Works” principles when designing a treatment plan for Clients. The Contractor shall use the “Responsivity Principle” when determining suitability for a treatment plan for a Client.
- (5) The Contractor shall incorporate the Client’s individual identified risk factors and treatment goals as identified on the Client’s Division assessment into the treatment plan. Treatment goals shall be specific, measurable, attainable, realistic and timely (aka SMART Goals for DHS/DJJS). As part of the treatment plan, treatment goals are approved by the Case Manager with treatment team input.

For DHS/DJJS, the Contractor shall:

- (a) Coordinate with the Case Manager to ensure the treatment goals describe the criteria that must be met to reduce identified dynamic risk factors.
 - (b) Utilize action steps that are behavior criteria, subtasks, the Client must demonstrate to meet the SMART goal. Action steps are a behavioral way to measure progress. Action steps are determined by the treatment team.
 - (c) Utilize strategies that are behaviors and actions the provider/treatment team perform to support the Client in attaining his/her treatment goals. Strategies are determined by the treatment team.
 - (d) Base individualized treatment goals and interventions upon the Division and Contractor assessments of the Client, specifically the PRA
- (6) The Contractor shall incorporate trauma-informed care in the treatment plan.
 - (7) **Mental health services shall not be provided and billed until a treatment plan has been written and submitted to the Case Manager.**
 - (8) The treatment plan shall include the following:
 - (a) Measurable treatment goals developed in conjunction with the Client, family/legal guardian and Case Manager, including face-to-face participation of the Client in its development. The goals shall address the Client’s needs identified in the Psychiatric Diagnostic Interview Examination. For DHS/DJJS, a written, individualized treatment plan will contain SMART goals

and action steps that are derived from identified PRA dynamic risk items. SMART goals will operationalize the PRA dynamic risk item so that it is specific measurable, attainable, realistic and timely.

- (b) Discharge criteria and, at the appropriate time, post discharge plans and coordination of related community services to ensure continuity of care with the Client's family (or others in whose care the Client will be released after discharge), school, and community.
 - (c) Signature, printed name, licensure, and date of the individual who developed the treatment plan.
- (9) The Contractor shall bill treatment plan development as part of the psychiatric diagnostic interview examination.
 - (10) The Contractor shall provide a copy of the treatment plan to the Case Manager within 15 days of completion. The Contractor shall retain a copy of the treatment plan in the Client file.

d. Treatment Plan Review

The Contractor shall:

- (1) Review the Client's treatment plan at least quarterly, or more often if there is a change in the Client's condition or status.

The Division reserves the right to have an independent psychiatric diagnostic examination to determine treatment needs if the Team members disagree regarding need for a change in intensity of services.

- (2) Have face-to-face contact with the Client to complete the quarterly review of progress toward each treatment objective, appropriateness of prescribed services, and need for the Client's continued participation in the program. If the licensed mental health therapist provides ongoing services to the Client, then the treatment plan review conducted by this individual may not require an additional face-to-face contact. However, if the licensed mental health therapist who will conduct the review has had only limited or no contact with the Client during the preceding quarter, and therefore, does not have sufficient clinical information to evaluate the treatment prescription, then the Client must be seen face-to-face to conduct the treatment plan review.
- (3) Review the treatment plan quarterly during a face-to-face interview with the Client to review progress toward each

treatment objective. The Contractor may also participate in a Team Meeting including the Case Manager, the Client's family, and proctor parents as part of the review process.

- (4) Develop and update the treatment plan if the Contractor determines during a treatment plan review that the treatment plan (e.g., problems, goals, methods, etc.) needs to be modified, then as part of the treatment plan review.
- (5) Document the treatment plan review in the Client's record and shall include:
 - (a) The date, actual time, and duration of the service;
 - (b) The specific service rendered (i.e., treatment plan review);
 - (c) A written update of progress toward established treatment goals, the appropriateness of the services being furnished, and the need for the Client's continued participation in the program; and
 - (d) The signature and licensure of the individual who rendered the service.
- (6) Bill for a treatment plan review as family psychotherapy or individual psychotherapy (if there is a face-to-face interview with the Client), depending on how the treatment plan review is conducted.
- (7) Maintain a copy of the treatment review in the Client's file and shall provide a copy of the treatment review and any updated treatment plan to the Case Manager within 15 days of the end of each review period.

e. Discharge Reports

The Contractor shall:

- (1) Complete a discharge summary on each Client regardless of length of treatment.
- (2) Include date of discharge, progress on treatment goals, and recommendations for future service or treatment needs.
- (3) Maintain a copy of the discharge summary in the Client's file.
- (4) Maintain a copy of the discharge report in the Client's file and shall provide a copy of the report to the Case Manager within 15

days of termination of service.

f. Incident Reporting

For both Divisions, the Contractor shall intervene in emergency, non-emergency or crisis situations involving the Client, and shall provide proper documentation as required by current DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov>, DHS/DJJS Policy Section 5).

Additionally, the Contractor shall:

- (1) For DHS/DCFS, maintain a list of phone numbers to report after-hour emergencies/crisis incidents.

If the emergency/crisis occurs after business hours, and if the Contractor is unable to contact the Case Manager, supervisor or designated Division contact person, the Contractor shall call the Statewide Child Protective Services (CPS) intake 1-855-323-3237.

- (2) Immediately report the death of a Client to the DHS/DJJS program director or DHS/DCFS regional director and to the local law enforcement. The Contractor shall speak directly to the DHS/DJJS program director or DHS/DCFS regional director. A voice mail or email message is not sufficient notification.
- (3) For both Divisions, document all incidents on an incident report form, maintain the original report in the Client's file, and send a copy to the Case Manager within timeframes required by current DHS/ DJJS Incident Report reference guide.
- (4) Document the date, time and method of notification to DHS/DJJS, DCFS, including when the Incident Report was provided to the Division.

g. Emergency Safety Intervention

The Contractor shall comply with safety intervention requirements to prevent injury to Clients, staff, and other individuals, animals, and property during a behavioral crisis in which a Client may be aggressive or assaultive.

- (1) For the purpose of Emergency Safety Intervention the following definitions apply:

- (a) **Behavioral Intervention:**

The systematic application of any validated procedure (antecedent and/or consequence), which has the potential for changing behavior.

(b) **Behavior Management Review Committee:**

A committee established by the Contractor to review behavioral intervention policies, procedures, and implementation. The committee shall include professional with training in applied behavioral analysis, and direct line staff.

(c) **Chemical Restraint:**

As needed (PRN) medication prescribed by a qualified prescriber used to control the Client's behavior.

(d) **Intrusive Behavioral Intervention:**

A behavioral intervention designed to rapidly decelerate aggressive or assaultive behaviors by physical, mechanical, or chemical restraint.

(e) **Passive Physical Restraint:**

Approved non-violent holding techniques that restrict a Client's free movement, used solely to prevent a Client from harming any person, animal, or property, or to allow the Client to regain physical or emotional control.

(f) **Physical/Mechanical Restraint:**

Any manual method or physical or mechanical device, material, or equipment attached or adjacent to the individual's body that the individual cannot remove easily which restricts freedom of movement or normal access to one's body.

(g) **Seclusion (i.e., Room Confinement and Isolation):**

The restriction of a Client to a small room with minimal stimulation, to temporarily isolate a Client and to allow the Client to regain physical or emotional control.

(h) **Staff-directed time-out:**

A Client has been instructed by staff to retreat to a quiet room or area for the purpose of allowing the Client to regain physical or emotional control.

- (2) The Contractor shall have written policy and procedures for emergency safety interventions.
- (3) Prior to admission to their program, the Contractor shall inform the Client, parent, and Case Manager of all means that may be used to control Client behavior. The information conveyed shall be consistent with practices in the Contractor's program.
- (4) The Contractor shall only use passive behavioral interventions to control Client behavior in an emergency situation and under the following circumstances:
 - (a) **Danger to others:**

Physical violence toward others with sufficient force to cause bodily harm,
 - (b) **Danger to self:**

Self-abuse of sufficient force to cause bodily harm, and
 - (c) **Threatened abuse:**

Threatened abuse towards others or self that may, with evidence of past threats or actions, result in danger to others or self.
- (5) The Contractor shall comply with the following limitations on the use of all passive behavioral interventions:
 - (a) Passive behavioral interventions shall be used only by staff that has completed training on the policy, procedures and implementation of all passive behavioral interventions that may be utilized by the Contractor. Training shall include:
 - i. Needs and behaviors of the population served;
 - ii. Relationship building;
 - iii. Alternatives to restraint and seclusion;
 - iv. De-escalation methods;
 - v. Avoiding power struggles;
 - vi. Thresholds for restraints and seclusion;

- vii. The physiological and psychological impact of restraint and seclusion;
- viii. Monitoring;
- ix. Physical signs of distress and obtaining medical assistance;
- x. Legal issues;
- xi. Positional asphyxia;
- xii. Escape and evasion techniques;
- xiii. Time limits;
- xiv. The process for obtaining continued approval for using restraints;
- xv. Procedures to address problematic restraints;
- xvi. Documentation;
- xvii. Processing with Clients;
- xviii. Follow-up with staff; and
- xix. Investigation of injuries and complaints.

(b) Passive behavioral interventions shall:

- i. Only be used after less intrusive interventions have been determined to be ineffective.
- ii. Not be used in a manner that causes undue physical discomfort, harm or pain to the Client. Interventions that use painful stimuli are prohibited.
- iii. Be continued only as long as the Client presents a danger to self or others.
- iv. Not be employed as punishment, for the convenience of staff, or as a substitute for programming.

(c) Clients or other unauthorized individuals shall not be used to implement or assist with any behavioral intervention involving any other Client.

- (6) The Contractor shall comply with the following limitations on the use of the following specific behavioral interventions:
- (a) **Staff Directed Time Out:**

Staff directed time-out shall be a primary intervention used by a Contractor when addressing behavioral issues. Application of time-out includes:

 - i. A Client in time-out shall not be physically prevented from leaving the time out area;
 - ii. Time-out may take place away from the area of activity or from other Clients, or in the area of activity with other Clients; and
 - iii. Staff shall monitor the Client while he or she is in time-out.
 - (b) **Seclusion:**

The use of seclusion is prohibited.
 - (c) **Mechanical or Chemical Restraints:**

The use of mechanical and chemical restraints is prohibited.
- (7) When any behavioral intervention results in physical injury to any person, the Division shall be notified within one hour.
- (8) Within one hour after the use of a behavioral intervention, the staff person who implemented the procedure shall complete a written incident report as required by current DHS/DJJS Incident Report Reference Guide (<http://www.hspolicy.utah.gov>, DHS/DJJS Policy Section 5). The report should be reviewed and approved or acted upon by the Contractor's program director or designee. A copy of the report shall be sent to the Case Manager within 24 hours of the incident. The report shall contain, at a minimum, the following information:
- (a) Description of the intervention employed, including beginning and ending times;
 - (b) Description of the Client's behavior necessitating the use of the intervention;

- (c) Description of any less intrusive interventions used to resolve the behavioral crisis;
 - (d) Why the procedure was judged necessary;
 - (e) Assessment of the likelihood the behavior necessitating the intervention shall reoccur; and
 - (f) Description of any injury to any person, animal, or property.
- (9) Notification of Emergency Safety Intervention.

The Contractor shall:

- (a) Notify the Case Manager within 24 hours after the initiation of each emergency safety intervention;
 - (b) Document in the Client's record that the Division has been notified of the emergency safety intervention, including the date and time of notification, the name of the Division staff receiving the notification, and the name of the Contractor's staff person providing the notification; and
 - (c) Complete a written incident report regarding the use of all behavioral interventions, which shall be kept in the Client's file and the Home-to-Home Packet/Traveling File.
- (10) Post Intervention Debriefings:

Within 72 hours after a behavioral intervention, the Contractor shall ensure the following occurs:

- (a) Staff involved in the intervention, the Client and, if available the Case Manager shall have a face-to-face discussion. This discussion shall include all staff involved in the intervention except when the presence of a particular staff person may jeopardize the well-being of the Client. Other staff and the Client's parent(s) may participate in the discussion when it is deemed appropriate by DHS or the Contractor. The Contractor shall provide both the Client and staff the opportunity to discuss the circumstances resulting in the use of emergency safety interventions and strategies to be used by the staff, the Client, or others that could prevent the future use of a behavioral intervention. The Contractor shall apply trauma informed care when processing

information with the Client.

- (b) A debriefing session to include all staff involved in the intervention, and appropriate supervisory and administrative staff, shall include, at a minimum, 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
 - iii. The outcome of the intervention, including any injuries that may have resulted from the intervention.
- (11) The Contractor shall ensure the Behavioral Management Review Committee convenes as follows:
- (a) When behavioral intervention procedures are used two times or more within 30 days, the Contractor shall convene the Committee within five days of the second incident. The Case Manager and Contract Monitor(s) shall be invited to attend the meeting.
 - (b) When any behavioral intervention results in physical injury to the Client or staff, the Contractor shall convene the Committee within five days. The Case Manager and Contract Monitor shall be invited to attend the meeting.
 - (c) Upon request of the Case Manager or Contract Monitors.
 - (d) A Contractor that is a sole practitioner shall notify the Contract Monitor when behavioral intervention procedures are used two times or more within 30 days, but is not required to convene a Behavioral Management Review Committee.
- (12) Behavioral Management Review Committee response requirements:
- (a) Develop a written program of positive reinforcement addressing competing positive behaviors or alternatives;
 - (b) Develop specific written protocols for the restrictive intervention;

- (c) Identify antecedents and vulnerability factors that contribute to the behavior; and
- (d) Consider the use of trauma informed care in understanding the Client's behavior.

h. Prohibited Therapy Techniques

The following are not allowed under any circumstances:

1. Services where the therapist or others use coercive techniques (e.g., coercive physical restraints, including interference with bodily functions such as vision, breathing, and movement, or noxious stimulation) to evoke an emotional response in the Client such as rage or to cause the Client to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy.
2. Services wherein the therapist instructs and directs parents, proctor parents, or others in the use of coercive techniques that are to be used with the Client.

i. Child Protective Services (CPS) Investigations

The Contractor shall:

- (1) Follow mandatory reporting laws when child abuse or neglect is suspected.
- (2) Cooperate with investigators conducting the CPS investigation when an allegation of child abuse or neglect is made against the Contractor or any of the Contractor's staff, volunteers or subcontractors.
- (3) Keep knowledge of a CPS investigation confidential.
- (4) If the Contractor is aware that an allegation of child abuse or neglect has been supported against the Contractor or any of the Contractor's staff, volunteers or subcontractors, the Contractor shall send a written notification within one business day to DHS/OL and the DHS/DCFS Background Screening Coordinator.

j. Quality Assurance

The Contractor shall maintain a working internal quality assurance process for their program that includes, at a minimum, the following

elements:

- (1) An interdisciplinary committee that evaluates all aspects of the Contractor's organization as well as the quality of services delivered to ensure continuous quality improvement.
- (2) An interdisciplinary committee that meets at least quarterly and has the authority to make needed changes or to report its recommendations directly to the Contractor's executive director.
- (3) A systematic data collection of service performance and Client results and a systematic process to evaluate the data and results. This may include Client satisfaction surveys.
- (4) A process to implement changes as a result of the quality assurance data analysis, recommendations of the quality assurance committee, or recommendations of the Division based on program or contract audits or reviews.

k. Grievance Procedures

In addition to Part I, "Grievance Procedures for Clients and Applicants", the Contractor shall ensure:

- (1) Grievances are made in writing. Grievance forms and a secure drop box shall be accessible to Clients in a designated area. The drop box shall be checked daily by the program administration or designee.
- (2) When requested by the Client, Division staff assist in the process of filing and resolving a grievance.
- (3) All grievances are documented and scanned/faxed/emailed to the Case Manager within 3 business days of receiving a written allegation. Case Managers or Division designee shall be permitted to inquire regarding how the grievance was addressed and resolved.
- (4) If the grievance cannot be resolved with the Contractor's representative, the Client is entitled to present the grievance to the Contractor's program director.
- (5) The Contractor's program director, or their designee, investigates grievances within three business days of receiving a written allegation.
- (6) The Client or witness is protected from harassment or any other form of retaliation, as a result of exercising his or her right of

grievance.

- (7) The Contractor's program director or designee work with the Case Manager to determine what action will be taken. All findings/results shall be discussed with the Client and documented on the grievance form. Forms will be kept confidential and maintained in a designated file in the administration area and Client's file.

k. Abuse and Harassment Prevention, including but not limited to physical, emotional, and sexual abuse and harassment

- (1) The Contractor shall have a written policy mandating zero tolerance toward all forms of abuse and harassment and outlining the Contractor's approach to preventing and responding to such conduct.
- (2) The Contractor shall implement and enforce a written policy prohibiting staff, volunteers and subcontractors from revealing any information related to an abuse report to anyone except as necessary to provide for treatment for the alleged victim and as required for the CPS or law enforcement investigation.

l. Client Education

The Contractor shall:

- (1) During the intake process, ensure the Client receives information explaining, in an age appropriate fashion, a zero tolerance policy regarding abuse and harassment and how to report incidents or suspicions of abuse or harassment. The Contractor shall explain the Client's rights to be free from abuse and harassment and to be free from retaliation for reporting such incidents, and regarding the Contractor's policies and procedures for responding to such incidents.
- (2) Provide Client education in formats accessible to all Clients.
- (3) Maintain documentation of Client participation in these education sessions.
- (4) In addition to providing such education, ensure that key information is continuously and readily available or visible to Clients.

m. Client Reporting

The Contractor shall:

- (1) Provide multiple internal ways for Clients to privately report abuse and harassment, retaliation by other Clients or staff for reporting abuse and harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
- (2) Ensure the Contractor's staff accepts reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
- (3) Provide Clients with access to tools necessary to make a written report.
- (4) Provide a method for staff to privately report abuse and harassment of Clients.

n. Contractor Reporting Duties

The Contractor shall:

- (1) Require all staff to report immediately any knowledge, suspicion, or information they receive regarding an incident of abuse or harassment.
- (2) Require all staff, volunteers and subcontractors to comply with mandatory child abuse reporting laws.
- (3) For both Divisions, ensure staff complies with the DHS/DJJS Incident Reporting policy when reporting incidents or allegations of abuse or harassment

o. Telehealth

Telehealth is the practice of mental health care delivery through interactive video communications when distance or other hardships create difficulty with consistent access to services. Telehealth occurs in real-time or near real-time. The use of Telehealth for the delivery of mental health services shall be considered a face-to-face, in-person encounter between the mental health practitioner and the Client and/or family.

- (1) Telehealth may only be used for delivery of the following services:
 - (a) Family Psychotherapy with Client Present;
 - (b) Family Psychotherapy without Client Present; and
 - (c) Pharmacological Management.

2. Telehealth shall only be used when circumstances indicate that face-to-face interaction would be a hardship for the family or Client (e.g. extreme distances to the mental health practitioner's office).
3. Prior written approval by the Case Manager is required for Telehealth to be used.
4. As a condition of using Telehealth, an interactive visual telecommunications system is required that permits real-time communication between the licensed mental health practitioner and the Client or the Client's family when one of the parties is at another site. Equipment streaming at both sites is the preferred method to be used, such as Skype.
5. Telehealth equipment shall have the technological capacity and transmission speed to provide adequate resolution and audio quality for decision-making substantially equivalent to a face-to-face encounter. The Contractor shall ensure its staff involved in Telehealth visits are trained in the use of the Telehealth equipment and are competent in its operation.
6. The following shall not be considered Telehealth:
 - (a) Telephone conversations;
 - (b) Text messaging;
 - (c) Electronic mail messaging; e.g., email or instant messaging;
 - (d) Facsimile (fax); and
 - (e) Store and forward.
7. The Contractor shall ensure that physical surroundings for all parties are private, quiet, free of any interruptions and conducive to a confidential mental health session that would normally take place in a mental health practitioner's office.
8. When providing Telehealth services, the Contractor shall be held to the same standards of quality care and confidentiality as required by state and federal law.
9. The Contractor shall ensure that all individuals involved in the Telehealth session identify themselves and that therapy progress notes document those in attendance.
10. All costs associated with the Telehealth service are the

responsibility of the Contractor.

11. Telehealth services shall be reimbursed at the same rate as a standard face-to-face, in-person encounter.

6. DOCUMENTATION

A. CONTRACTOR ADMINISTRATIVE RECORDS

The Contractor shall develop and maintain written documentation to support the following:

1. General liability insurance including indemnification.
2. Current program, DHS/OL facility or program license, and business licenses.
3. Staff background screening approvals.
4. DHS Provider Code of Conduct signed and placed in each individual personnel file.
5. Staff training documentation, including training curriculum.
6. Copies of applicable individual clinician licenses.
7. Staff attendance and time sheets.
8. Incident reports.

B. INDIVIDUAL CLIENT RECORDS

The Contractor shall develop and maintain written documentation for the following:

1. Purchase Service Authorization.
2. Client-specific information provided by the Division.
3. Client's evaluations and assessments, treatment plan; educational, vocational, employment, and/or adult living and basic life skills training plan; and progress toward goals.
4. Client-specific incident reports.

F. REQUIREMENTS FOR WRAP SERVICES (Non-Mental Health/Non-Medicaid)

Wrap services supplement the care of Clients in proctor homes or transition to adult living settings which are provided by Direct Care Staff. For DHS/DCFS Clients, this may include foster homes or trial home placements where custody remains with DHS/DCFS. Services must be provided in a manner consistent with public safety and that promotes Clients' ability to achieve their highest level of functioning, self-sufficiency, and safety, and to systematically reduce the Client's reliance on additional

formal support systems. Wrap services shall be provided in collaboration with the Clients' families, both the family of origin and the caregiver family, in such a way that promotes the Clients' stability and long term permanence.

A Contractor that provides Mental Health Services may provide Wrap Services when included in the Contract.

1. WRAP SERVICES GENERAL REQUIREMENTS

a. Team Meetings:

The Contractor shall actively participate in all Team Meetings as requested by the Case Manager.

b. Prior Approval:

The Contractor shall obtain prior written approval from the Case Manager for wrap services.

2. WRAP SERVICES DESCRIPTIONS (Non-Mental Health/Non-Medicaid)

Intensive Supervision - Mentoring (YIS)

a. General Description of Service:

Intensive Supervision – Mentoring is a non-residential intensive one-on-one supervision/mentoring service provided by trained individuals. It is the intent that an intensive supervisor/mentor be one staff member assigned to a Client to develop a trusting consistent relationship.

b. Service Requirements:

Client services include:

- (1) Assisting the Case Manager with the coordination of needed community services such as therapy, educational/vocational programs, employment, and recreational services;
- (2) Monitoring the quality and need for continued service;
- (3) Monitoring of the Clients' behavior while in the community;
- (4) Teaching of basic living skills;
- (5) Advocacy;
- (6) Crisis intervention;
- (7) Behavioral guidance and intervention;

- (8) Coordination with the Client's parents/guardians/foster/proctor parents;
- (9) Consultation between the Contractor and the Team members that may occur when the Client is present or not present;
- (10) Assisting the Case Manager in coordination of visitation; and
- (11) Other intensive Supervision or Mentoring Client services that are approved by the Case Manager.

c. Limitations:

- (1) Staff providing Intensive Supervision - Mentoring are not merely transporting the Client. Contractor shall not be reimbursed for time spent transporting Clients unless actively engaged in the above supervision - mentoring activities.
- (2) If a circumstance arises where it is appropriate for more than one Client under the supervision of a single staff to be together for an activity, prior written approval from the Case Manager shall be obtained and billing shall be for one Client only or divided among the various Clients.
- (3) Intensive Supervision - Mentor services shall not be reimbursed when provided by the person(s) with whom the Client is residing.
- (4) Intensive Supervision - Mentoring services provided in a residential facility require prior written Division administrative approval.

d. Contractor Qualifications:

- (1) The Contractor shall be licensed by the DHS/OL to provide child placing, residential or outpatient services.
- (2) The Contractor's staff providing intensive supervision/mentoring shall meet the following requirements prior to providing services:
 - (a) Be 21 years of age or older;
 - (b) Have three positive written references from persons not related to the staff member applying to provide intensive supervision - mentoring services.
 - (c) Possess and maintain a valid driver license, verified

annually by the agency; and

- (d) Maintain automobile insurance consistent with the requirements pursuant to this Contract.

e. Training Requirements:

Staff providing Intensive Supervision - Mentoring shall complete training requirements for direct care staff as specified under General Training Requirements

f. Documentation

The Contractor shall develop and maintain a written activity log for each Client that includes the following:

- (1) Dates of services and activities;
- (2) Duration of services and activities, including start and end time;
- (3) Detailed description of specific services and activities provided including, but not limited to, conversations that took place, goals discussed, upcoming activities; and
- (4) Name of individual who provided the services and activities.

The Contractor shall provide a copy of a Client's activity logs to the Case Manager within three working days after the end of each month.

Day Group Skills Support Services, DGS

a. General Description of Service:

Day Group Skills Support Services means non-clinical rehabilitative support and supervision services provided to a group of Clients in a day treatment setting. This service supplements mental health services billable to Medicaid that are provided in a day treatment setting.

b. Service Requirements:

The Contractor shall:

- (1) Assist Clients to develop competence in basic skills such as grooming, personal hygiene and maintenance of the living environment;
- (2) Support the goals that are in each Client's day treatment clinical and educational plan;

- (3) Assist Clients in eliminating behaviors that inhibit Client social functioning;
- (4) Assist Clients in developing community awareness through recreational and service activities;
- (5) Provide Client supervision to maintain personal and group safety; and
- (6) Educate parents and caregivers in ways to support the skills and behaviors taught in the day treatment setting.

c. Staff-to-Client Ratio:

The Contractor shall maintain a ratio of no more than five Clients per staff member for Clients that are ages zero through 12 years and a ratio of no more than eight Clients per staff member for Clients ages 13 to 18 years. The Contractor shall obtain a DHS/OL variance to serve Clients ages 19 to 21 years.

d. Contractor Qualifications:

- (1) The Contractor shall be licensed by the DHS/OL to provide day treatment services.
- (2) The Contractor's staff providing day group skills support services must meet the following requirements prior to providing services:
 - (a) Be 21 years of age or older;
 - (b) Have three positive written references from persons not related to the staff member applying to provide day group skills support services.
 - (c) Possess and maintain a valid driver license, verified annually by the agency; and
 - (d) Maintain automobile insurance consistent with the requirements pursuant to this Contract.

e. Training Requirements:

Day Group Skills Support Services staff are considered non-clinical direct care staff and must complete training requirements for direct care staff as specified under General Training Requirements.

f. Documentation:

- (1) The Contractor shall develop and maintain a written activity log

for each Client that includes the following:

- (a) Dates of services and activities;
 - (b) Duration of services and activities, including start and end time;
 - (c) Detailed description of specific services and activities provided including, but not limited to, conversations that took place, goals discussed, upcoming activities; and
 - (d) Name of individual who provided the services and activities.
- (2) The Contractor shall provide a copy of a Client’s activity logs to the Case Manager within three working days after the end of each month.

WRAP SERVICES RATE TABLE

Service	Service Code	Unit of Service	Rate
Intensive Supervision/Mentoring (Tracking)	YIS	15 minutes	\$3.31
Day Group Skills Support Services	DGS	15 minutes	\$1.26

DHS MEDICAID SERVICES RATE TABLE

Service	Medicaid Billing Code	Unit of Service	Rate
Psychiatric Diagnostic Evaluation by Licensed Mental Health Therapist	90791	15 minutes	\$ 28.85
Psychiatric Diagnostic Evaluation by MD/APRN	90792	15 minutes	\$ 31.15
Mental Health Assessment (Psychosocial Portion) by Non-Mental Health Therapist	H0031	15 minutes	\$ 11.78
Psychological Testing	96101	Hour	\$115.19
Neuropsychological Testing Battery (Limit of 8 hours per year.)	96118	Hour	\$115.19
Developmental Testing: Extended	96111	Hour	\$115.19
Neurobehavioral Status Examination (Limit of 8 hours per year.)	96116	Hour	\$115.19
Individual Psychotherapy (16 through 37 minutes face to face with Client and/or family member)	90832	Session	\$ 47.30

Service	Medicaid Billing Code	Unit of Service	Rate
Individual Psychotherapy (38 through 52 minutes face to face with Client and /or family member)	90834	Session	\$ 70.96
Individual Psychotherapy (53 through 89 minutes face to face with Client and/or family member)	90837	Session	\$ 94.61
Individual Psychotherapy add-on (Additional time between 90 minutes through 134 minutes face to face with Client)	99354	Session	\$57.70
Individual Psychotherapy add-on (Additional time between 135 minutes through 164 minutes face to face with Client)	99355	Session	\$57.70
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (16 through 30 minutes)	90832	Session	\$ 47.30
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (31 through 75 minutes)	90839	Session	\$ 94.61
Individual Psychotherapy for Crisis (Assessment & Treatment) – Case Manager Notification (Time exceeding 75 minutes, in 30 minute increments. Rate is for each 30 minute increment above 75 minutes.	90840	Session	\$ 47.30
Family Psychotherapy with Client Present	90847	15 minutes	\$ 23.65
Family Psychotherapy without Client Present	90846	15 minutes	\$ 23.65
Group Psychotherapy –Multi-Family	90849	15 minutes	\$ 5.51
Group Psychotherapy – Other Than Multi-Family	90853	15 minutes	\$ 5.51
Group Psychosocial Rehabilitative Services - Per Client	H2017	15 minutes	\$ 3.16
Group Psychosocial Rehabilitation Services - Intensive Children’s Ages 0 to 12 (<i>DCFS Only</i>) – Per Client	H2017 with U1 modifier	15 minutes	\$ 3.85
Individual Skills Training and Development	H2014	15 minutes	\$ 12.94
EVALUATION & MANAGEMENT (E & M Codes)			
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99211 with CG modifier	5 minutes	\$ 11.70
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99212 with CG modifier	10 minutes	\$ 25.45
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99213 with CG modifier	15 minutes	\$ 81.01

Service	Medicaid Billing Code	Unit of Service	Rate
Pharmacologic Management, Prescriber (MD/APRN)(outpatient face to face w/ Client)	99214 with CG modifier	25 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client)	99215 with CG modifier	40 minutes	\$ 84.65
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99307 with CG modifier	10 minutes	\$ 25.45
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99308 with CG modifier	15 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99309 with CG modifier	25 minutes	\$ 81.01
Pharmacologic Management, Prescriber (MD/APRN) (psychiatric residential face to face w/ Client)	99310 with CG modifier	35 minutes	\$ 78.83
Pharmacologic Management, Registered Nurse	M0064	Encounter	\$ 35.41

IV. **FORMAT AND CONTENT REQUIREMENTS**

This section specifies the requirements for the Offeror's Response. The purpose of the requirements is to obtain information from the Offeror that will allow the Requesting Agency to determine whether the Offeror has the qualifications and ability to provide the requested services. Given this objective, Offerors should not simply repeat the information and/or service requirements identified in the Scope of Work section of this REQUEST when responding to the requirements in Paragraph B below. Any information provided that exceeds what is requested below will be discarded and will not be considered in evaluating the Response.

A. FORMAT

The Response shall be organized as specified in this Section IV and shall be prepared in a manner that is easy to read and to find the documents and information requested. The Response shall be printed on 8½" X 11" paper on one side of the page using at least 11-point font and 1" margins. A table of contents inserted after the DHS Data Sheet is preferred. If procurement requires, narrative text may be single-spaced, with double-spacing between paragraphs. Pages should be consecutively numbered at the bottom of each page. The completed Response shall be clipped together with a document clip.

B. SUBMISSION REQUIREMENTS

Responses shall include the following information and/or documents organized in the order shown below: **Any information submitted by the Offeror that is not requested below will not be considered in evaluating the Offeror's Response.**

1. If the Offeror has identified protected information in its Response, items 1, 2, and 3 as required by Part II, M. Protected Information. (If the Offeror has not identified protected information in its Response, these items are not required.)
2. If the Offeror cannot meet any requirements in the REQUEST, a signed statement identifying the specific requirements the Offeror cannot meet. (If the Offeror can meet all requirements of the REQUEST, this statement is not required.)
3. Documentation:

- a. **DHS Data Sheet** completed and signed.
- b. A completed and signed **Conflict of Interest Disclosure Statement** (Attachment A-1) OR for Government Entities a completed and sign a Conflict of Interest Certification (Attachment A-2).
- c. A completed and recently signed (within the last 6 months) **W-9** (Attachment B). (W-9 forms can also be obtained at the IRS web site: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> or a local Internal Revenue Service office)
- d. A completed and signed **Statement of Intent to Comply with DHS Insurance Requirements** (Attachment C).
- e. A copy of the Offeror's current **business license** with the local municipality OR a statement that a business license is not required for the Offeror's local municipality.
- f. A copy of the Offeror's **current registration with the Utah State Department of Commerce**, authorizing the Offeror to conduct business in the State. A printout from the State of Utah Department of Commerce, Business Entity Search website showing the status as active is sufficient documentation. This is not required for a sole proprietor conducting business in his/her given name under his/her personal social security number.
- g. A **current organizational chart** that includes the Offeror's company organizational structure and the names and titles of employees within organizational units that will oversee or provide direct services to Clients. This is not required for sole proprietors.
- h. A **current copy of the Offeror's DHS/OL Outpatient Treatment license**. This is not required for sole proprietors who do not employ two or more employees.
- i. If the Offeror is applying to provide Day Group Skills Support Services (DGS), a **current copy of its DHS/OL Day Treatment license**.
- j. A completed **Staff, Licenses, and Checklist** form (Attachment D) with copies of all **required licenses** attached.
- k. A completed **Services Selection and Offeror Supplemental Information** form (Attachment E).
- l. A completed and signed **Step 2 – Assurances** (Attachment F).

V. EVALUATION CRITERIA

Responses will be evaluated and scored using the criteria identified in the Score Sheet(s) attached to this REQUEST.

VI. ATTACHMENTS TO THE REQUEST

- A. ATTACHMENT A-1 -- Conflict of Interest Disclosure Statement
ATTACHMENT A-2 -- Conflict of Interest Certification (*May only be submitted by Governmental Entities*)

- B. ATTACHMENT B -- W-9 Request for Taxpayer Identification Number (TIN) and Certification (W-9 forms can be obtained at the IRS web site: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> or a local Internal Revenue Service office)
- C. ATTACHMENT C – Statement of Intent to Comply with DHS Insurance Requirements
- D. ATTACHMENT D – Staff, Licenses, And Checklist
- E. ATTACHMENT E – Services Selection and Offeror Supplemental Information
- F. ATTACHMENT F – Step 2 - Assurances
- G. ATTACHMENT G – Step 1 Technical Qualification Score Sheet
(OFFEROR does **NOT** complete)

Attachment A – 1



Department of Human Services
195 North 1950 West
Salt Lake City, UT 84116

Name of Contractor/Offeror:

CONFLICT OF INTEREST - DISCLOSURE STATEMENT

Does any employee in your organization have a conflict of interest or potential conflict of interest?	YES	<i>(Please use a separate form for each employee with a conflict or potential conflict, and complete all applicable portions of the form. Attach additional sheets as needed.)</i>
	NO	<i>(Please complete the signature section below.)</i>

Dual Employment *(The notary section of this form must be completed for all dual employment conflicts of interest.)*

Name of individual with dual employment:	
Title or position with the State of Utah or political subdivision:	
Title or position with the Contractor/Offeror:	
Nature and value of the individual's interest in Contractor/Offeror's business entity:	
Individual's decision-making authority with the Contractor/Offeror and with the State:	
How does the Contractor/Offeror protect DHS from potentially adverse effects resulting from this individual's Conflict of Interest?	

Related-Party Transactions or Independent Judgment Impaired

Name and position or title of individual with Conflict of Interest:	(individual associated with Contractor/Offeror):	
	(individual associated with other party):	
Relationship between identified individuals:		
Description of transaction involving identified individuals and dollar amount (if any):		
Decision-making authority of individuals with respect to that transaction:		
Potential effect on Contract with DHS:		
How does the Contractor/Offeror protect DHS from potentially adverse effects resulting from this identified Conflict of Interest?		

Signature:
I hereby certify that the information I have given is true and complete to the best of my knowledge.

(Name and Title of Person Completing Form)

(Signature)

Date:

Notary: *(Must be completed for all dual employment conflicts of interest)*

STATE OF _____)
: ss.
COUNTY OF _____)
SUBSCRIBED to before me this ____ day of _____, _____.
(Seal) NOTARY PUBLIC _____
Commission Expires _____

DHS/ _____ Action: * Approve Deny ** Refer to BIRA Agency Signature: _____ Date: _____
**"Approve" means the Agency has no reason to question the accuracy of a "no conflicts" declaration or, in those situations where a conflict has been declared, that the Agency has taken sufficient action to determine the facts declared by the Contractor do not constitute a prohibited conflict of interest.
**DHS may refer any questions regarding potential Conflicts of Interest to the DHS Bureau of Internal Review and Audit ("BIRA").
BIRA Action Upon DHS/ Referral: Approve Deny Other: _____

Revision Date: April 23, 2004



Department of Human Services
195 North 1950 West
Salt Lake City, UT 84116

Conflict of Interest Certification

(Governmental Entities Only)

Name of Offeror/Contractor: _____

Address: _____

The Offeror/Contractor certifies that:

1. It is a political subdivision, agency or municipality of the State of Utah;
2. It maintains a written policy requiring the Offeror/Contractor's Representatives to disclose their Conflicts of Interest (*See* definition of "Representative" and "Conflict of Interest" in the DHS Contract for Services, Part I, Section C, Paragraph 6");
3. The Offeror/Contractor's policy provides the Offeror/Contractor with the information it needs to satisfy the provisions of its contract with the Department of Human Services (DHS), and
4. The Offeror/Contractor will monitor its operations for compliance with the Conflict of Interest provisions of its contract with DHS, and the Offeror/Contractor can reasonably assure DHS that any of the Offeror/Contractor's Representatives with a potential Conflict of Interest do not:
 - (a) Make or influence decisions or set policies that affect its contract with DHS;
 - (b) Monitor the performance of its contract with DHS; or
 - (c) Become involved in or otherwise benefit from the performance of its contract with DHS.

Dated this ____ of _____, 20__.

(Name and Title of Person Completing Form)

(Signature)

Revision Date: June 25, 2002

ATTACHMENT C
Statement of Intent to Comply with DHS Insurance Requirements

OFFEROR NAME:	
Insurance Requirements	
<p>Offerors awarded a contract under this REQUEST shall be required to comply with the insurance requirements of the current DHS/DCFS/DJJS Contract for Services template. A copy of the template can be found by copying and pasting the following URL into your web browser:</p> <p>http://www.hsofo.utah.gov/services_contract_forms.htm</p> <p>Then select "DHS/DCFS/DJJS Contract for Services" template from the list of Contract Forms. The specific citation in the template for insurance requirements is Part I, Section B, #4 "Contractor Must Provide Insurance and Indemnification".</p> <p>Additional instructions regarding the insurance requirements can be found by copying and pasting the following URL into your web browser:</p> <p>http://www.hsofo.utah.gov/services_contract_info.htm</p> <p>Then select "Checklist of Required Commercial Insurance Coverage" from the list of Contract Information. The insurance needs to meet the requirements on the check sheet and the endorsement language needs to be exactly what is listed on the check sheet.</p>	
By Signing Below the Offeror:	
<p>1. Agrees to comply with and will provide documentation of compliance with the applicable insurance requirements of the DHS/DCFS/DJJS Contract for Services template should it be awarded a contract;</p> <p style="text-align: center;">AND</p> <p>2. Acknowledges that if it is awarded a contract and it fails or is unable to obtain and provide documentation of compliance with the applicable insurance requirements within 14 calendar days of the date of the intent to award letter, the Offeror's award may be rescinded and the Offeror may be required to reapply.</p>	
REQUIRED SIGNATURE	
Signature:	Date:
Name/Title (typed or printed):	

ATTACHMENT E
DHS90589
SERVICES SELECTION AND OFFEROR SUPPLEMENTAL INFORMATION

OFFEROR:
Basic Information
Legal Company Name: _____
DBA, if applicable: _____
DIVISION(S) APPLIED FOR: Check one of the following boxes:
<input type="checkbox"/> CHILD AND FAMILY SERVICES (DHS/DCFS) <input type="checkbox"/> JUVENILE JUSTICE SERVICES (DHS/DJJS) <input type="checkbox"/> BOTH DIVISIONS
SERVICES APPLIED FOR: Check one or more of the following boxes:
<input type="checkbox"/> DIAGNOSTIC MENTAL HEALTH SERVICES (Medicaid Services) <input type="checkbox"/> REHABILITATIVE MENTAL HEALTH SERVICES (Medicaid Services) <input type="checkbox"/> DAY GROUP SKILLS SUPPORT SERVICES*, DGS (Wrap Service/Non-Medicaid/Non-Mental Health) <input type="checkbox"/> INTENSIVE SUPERVISION/MONITORING*, YIS (Wrap Service/Non-Medicaid/Non-Mental Health)
<i>*Only allowable if also providing mental health services</i>
Remittance address for non-Medicaid contract payments if awarded a contract:
Address: _____
City, State and Zip Code: _____
Contact information for individual submitting billings:
Name: _____
Address: _____
City, State and Zip Code: _____
Contact information for individual/entity preparing annual independent audit reports or financial statements: <i>(This is not applicable for a Sole Practitioner.)</i>
Name: _____
Address: _____
City, State and Zip Code: _____

**ATTACHMENT F
DHS90589
STEP 2 - ASSURANCES**

OFFEROR:	
MEDICAID SERVICES: The Offeror agrees to each of the following:	
<input type="checkbox"/>	To enroll the organization and each individual provider of services as a Medicaid provider for Diagnostic and Rehabilitation Services for Clients in the custody of DHS/DCFS, DHS/DJJS, or DHS.
<input type="checkbox"/>	To provide services at the rates specified in the DHS Medicaid Services Rate Table specified in this REQUEST.
<input type="checkbox"/>	To bill Utah Medicaid directly for Diagnostic and Rehabilitative Mental Health Services for Clients in the custody of DHS/DCFS, DHS/DJJS, or DHS.
EVIDENCED-BASED / EVIDENCED-INFORMED PRACTICE:	
<input type="checkbox"/>	The Offeror agrees to use evidenced-based / evidenced-informed treatment modalities to address individualized needs of Clients served through this contract.
MEDICAID COMPLIANCE: The Offeror has read the following sections of the Utah Medicaid Provider Manual and agrees to comply with requirements.	
<input type="checkbox"/>	Section 1, "General Information,"
<input type="checkbox"/>	Section 2, "Diagnostic and Rehabilitative Mental Health Services by DHS Contractors," and
<input type="checkbox"/>	"General Attachments."
REQUIRED SIGNATURE	
Signature:	Date:
Name/Title (typed):	

ATTACHMENT G
DHS90589 STEP 1
 Technical Qualification – Score Sheet

Offeror Name: _____		
Evaluator's Name: _____		Date: _____
DOCUMENTATION	PASS	FAIL
1. Did the Offeror submit a completed and signed DHS Data Sheet ?		
2. Did the Offeror submit a completed and signed Conflict of Interest Disclosure Statement (Attachment A1) OR for Governmental Entities a completed and signed Conflict of Interest Certification (Attachment A2)? <i>Evaluators should note if the Offeror has identified any conflicts of interest.</i>		
3. Did the Offeror submit a completed and recently signed (within the last 6 months) IRS form W-9 (Attachment B)?		
4. Did the Offeror submit a completed and signed Statement of Intent to Comply with DHS Insurance Requirements (Attachment C)?		
5. Did Offeror submit a copy of the Offeror's current business license with the local municipality OR a statement that a business license is not required for the Offeror's local municipality?		
6. Did the Offeror submit a copy of its current registration with the Utah State Department of Commerce or a printout from the State of Utah Department of Commerce, Business Entity Search? <i>(This is not required for a sole proprietor conducting business in his/her given name under his/her personal social security number. Evaluators should mark n/a)</i>		
7. Did the Offeror submit a current organizational chart ? <i>(If the Offeror is a sole proprietor the Evaluator should mark n/a.)</i>		
8. Did the Offeror submit a current copy of its DHS/OL Outpatient Treatment license? <i>(If the Offeror is a sole proprietor with no more than two employees the Evaluator should mark n/a.)</i>		
9. Did the Offeror submit a current copy of its DHS/OL Day Treatment license? <i>(If the Offeror did not apply to provide Day Group Skills Support Services (DGS) the Evaluator should mark n/a.)</i>		
10. Did the Offeror submit a completed Services Selection and Offeror Supplemental Information form (Attachment E)?		
11. Did the Offeror submit a completed Staff, Licenses, and Checklist form (Attachment D) with copies of all required licenses attached?		

EVALUATOR COMMENTS:
(If applicable, note items the Offeror designated as proprietary here.)

STEP 2

12. Did the Offeror submit a completed and signed Step 2 – Assurances (Attachment F)?		
--	--	--