



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

DEPARTMENT OF HUMAN SERVICES

ANN SILVERBERG WILLIAMSON  
Executive Director

OFFICE OF FISCAL OPERATIONS  
JENNIFER C. EVANS  
Director

BUREAU OF CONTRACT MANAGEMENT  
STEPHANIE M. CASTRO  
Director

Revision Date: March 2011

Log No. \_\_\_\_\_  
DHS Procurement No. 90548

Contract No. \_\_\_\_\_

**DHS CONTRACT FOR ID.RC/ABI WAIVER SERVICES**

**CONTRACTING PARTIES:** This Contract is between the Utah Department of Human Services, which includes the Division of Services for People with Disabilities (referred to in this Contract as "DHS" or "DHS/DSPD");

AND

Name:  
Address:

(Insert Contractor's name, address, city, state/zip then legal status and "referred to in this Contract as the "Contractor")."

- Sole Proprietor
- For-Profit Corporation
- Charitable Foundation
- Professional Corporation (P.C.)
- Non-Profit Corporation
- Limited Liability Company (LLC):
  - LLC/Sole Proprietor,
  - or**
  - LLC/Partnership
- Joint Venture
- Partnership
- Other Type: \_\_\_\_\_

**NOTICES AND DOCUMENTS SHALL BE SUBMITTED TO:**

	CONTRACTOR	DHS
Name		Clair Abee
Title		Contract Administrator
Telephone		(801) 538-4680
Email		cabee@utah.gov
Address		195 North 1950 West
		Salt Lake City, Utah 84116

**TABLE OF PROVISIONS IN THIS CONTRACT**

- PART I: GENERAL PROVISIONS**
- PART II: SCOPE OF WORK AND SPECIAL CONDITIONS**
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DEPARTMENT OF HUMAN SERVICES

Revision Date: March 2011

PART IV:  
PART V:  
PART VI:  
PART VII:

**CONTRACT TYPE, AMOUNT, COSTS, BILLING AND PAYMENT  
INFORMATION**

**ACCOUNTING REQUIREMENTS AND FINANCIAL COMPLIANCE**

**COMMONLY APPLICABLE LAWS**

**JURISDICTION, COPYRIGHT AND OTHER GENERAL PROVISIONS**

State of Utah

ATTACHMENT \_\_: **Self-Insurance Approval** (*statement from the DHS Deputy*

~~Director~~) OF CONTRACT MANAGEMENT

STEPHANIE M. CASTRO

*Director*

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

## **PART I: GENERAL PROVISIONS**

### **SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS**

1. **PURPOSE AND SCOPE OF CONTRACT:** The purpose of this Contract is to provide services to people with Intellectual Disabilities Related Conditions (ID.RC) and/or acquired brain injury (ABI). Part II ("Scope of Work and Special Conditions") and Part III ("Performance Measures and Client Outcomes") of this Contract describe in more detail the services and activities the Contractor shall provide pursuant to this Contract. The Contractor shall use the funds paid by DHS/DSPD pursuant to this Contract only for the purposes specified in this "Purpose and Scope" section and in Parts II and III.

The Contractor represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.

2. **DHS DISCRETION ABOUT CLIENT PLACEMENTS:** DHS makes no express or implied guarantee or representation that it will place any clients or maintain any client placements with the Contractor or that any clients will select the Contractor to provide or maintain services.
3. **CONTRACT PERIOD AND RENEWAL PROVISIONS:**
  - a. **Contract Period:** This Contract is effective as of , **2014** and terminates on **June 30, 2018**, unless terminated sooner in accordance with the terms and conditions of this Contract.
  - b. **Contract Renewal:** This Contract may only be renewed in accordance with the terms of the Procurement under which the contract was issued which states: N/A
4. **TYPE OF CONTRACTOR:** The Contractor is a "**Service Provider.**" A service provider is a private or government entity that receives funds from DHS for services provided to clients of DHS.
5. **COMPLIANCE WITH PROCUREMENT REQUIREMENTS:** This Contract is entered into as the result of DHS Procurement #**90548**.
6. **DOCUMENTS INCORPORATED BY REFERENCE:**
  - a. All documents identified in this Contract.
  - b. All statutes, regulations, and federal policies that apply to this Contract.
  - c. The DHS Procurement identified above as well as all terms and requirements of that Procurement.
  - d. The Contractor's Response to the DHS Procurement identified above as well as all documents attached to the Contractor's Response.

7. **ORDER OF INTERPRETATION:** In the event of any conflict between this Contract and other documents, the conflict shall be resolved in the following order:
- a. Contract and signed amendments.
  - b. The DHS Procurement identified above as well as all terms and requirements of that Procurement.
  - c. Attachments to this Contract.
  - d. The Contractor's Response to the DHS Procurement identified above as well as all documents attached to the Contractor's Response.

## **SECTION B: CONTRACTOR'S LEGAL STATUS, INDEMNIFICATION, AND BUSINESS CONTINUITY RESPONSIBILITIES**

1. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, and has no authorization, express or implied, to bind DHS or any state agency to any agreements, settlements, or liability. Nothing in this Contract shall be construed to limit the Contractor's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS. The Contractor is not authorized to act as an agent for DHS, except as expressly provided in this Contract. Persons employed by DHS and acting under direction of DHS shall not be deemed to be employees or agents of the Contractor. Persons employed by the Contractor and acting under the direction of the Contractor shall not be deemed to be employees or agents of DHS except as expressly provided in this Contract. As an independent contractor, the Contractor is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in the Contract. The funding paid to the Contractor pursuant to this Contract shall be Contractor's total funding from DHS for the services provided pursuant to this Contract. The Contractor is responsible for the payment of any and all tax liabilities incurred as a result of the funding received.
2. **CONTRACTOR MUST PROVIDE INSURANCE AND INDEMNIFICATION:**
- a. **Required Insurance.** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, unless DHS' Deputy Director for Support Services gives prior written consent to a different arrangement, the Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the Contractor

provides documentation verifying the insurance company providing the Contractor's insurance is **reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

Each of the Contractor's insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DSPD and their officers, and employees as additional insureds, and the policy shall provide the State of Utah, DHS, DHS/DSPD and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any Workers' Compensation insurance policy (*See* subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Contractor Must Provide Insurance and Indemnification."))

b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductibles, self-insured retentions, self-insurance costs, *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval of the deductibles, self-insured retentions, self-insurance costs, *and similar items* (and the corresponding policy) from the DHS Deputy Director for Support Services or the Deputy Director's designee who may withhold approval for any reason whatsoever.

c. **Types of Liability Protection the Contractor Must Provide:**

(1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a government entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Contractor has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:

(a) *General Liability Insurance:* The Contractor shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.

(b) *Automobile Insurance:* If the Contractor's services involve transporting any clients or goods for DHS/DSPD, the Contractor shall maintain a

policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation services, the Contractor may satisfy this insurance requirement by submitting proof that the subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract. If the Contractor provides individual residential care services by contracting with individual residential care homes, not only must the Contractor maintain a policy of automobile liability insurance as indicated above, but each of the Contractor's individual residential care homes must also maintain a policy of automobile liability insurance. The policy of automobile liability insurance required of individual residential care homes must cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

(c) *Professional Liability Insurance:* If the Contractor employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the Contractor shall maintain a policy of professional liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.

(2) **Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with adequate evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required under this Contract for non-government entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides

general-liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services or the Deputy Director's designee a written statement indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-government contractors. A copy of the Deputy Director's or the designee's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason whatsoever.

(3) **Doctors, Dentists, Mental Health Therapists and Other Professionals:** If the Contractor is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the Contractor shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance ("malpractice insurance") during the term of this Contract. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three (3) years beyond the date that this Contract is terminated.

(4) **Government Contractors and the Utah Governmental Immunity Act:** If the Contractor is a government entity under the Utah Governmental Immunity Act (Title 63G, Chapter 7 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

d. **All Contractors--Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees.

e. **Indemnification.** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) shall provide the following indemnification:

(1) **Indemnification by Non-Government Contractor:** If the Contractor is not a government entity of the State of Utah, the Contractor agrees to and shall defend, hold harmless and indemnify the State of Utah, DHS, DHS/DSPD and

their officers and employees from and against any loss, damages, injury, liability, suits, claim and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or negligence of the Contractor's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of DHS.

- (2) **Indemnification by Government Contractor:** If the Contractor is a government entity of the State of Utah, there is no indemnification and the Contractor and DHS shall each be responsible for their own actions and defense of any claims or suits. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled.
- (3) **Definition of the Term "Claim":** Regardless of the type of Contractor, the term "claim" in these "Indemnification" provisions includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
- (4) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon such claims and shall pay all incidental costs and expenses including attorney's fees, but DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the Contractor shall notify DHS within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Contractor fails to notify DHS within this timeframe, the Contractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation in the defense of a claim by DHS does not relieve the Contractor of any obligation under this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of DHS. In such a situation, if a finding is later made that the claim did not arise out of the sole negligence of DHS, Contractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.
- (5) **No Subrogation or Contribution:** The Contractor understands that it has no right of subrogation or contribution from the State, DHS or DHS/DSPD for any judgment rendered against the Contractor.

- f. **Insurance Required of Subcontractors.** Subcontractors shall satisfy the insurance and indemnification requirements applicable to them. (*See* definition of "subcontractor" in Part I, Section E, Paragraph 1 of this Contract.) For example, if the Contractor is a



government entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to government entities, and the subcontractor shall comply with the insurance and indemnification provisions applicable to non-government entities.

- g. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-government contractor or subcontractor shall obtain from its insurer(s) and shall provide to DHS/DSPD certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DSPD thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DSPD, a non-government contractor or subcontractor shall provide DHS/DSPD with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract. Government entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. **The Contractor's performance shall not be excused by force majeure.** The Contractor shall identify the critical functions or processes of its business operations essential for providing the services required in this Contract. The Contractor shall also develop an emergency management and business continuity plan ("plan") that will allow the Contractor to continue to operate those critical functions or processes during or following short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business. The plan shall address at least the following areas as they pertain to the services Contractor is providing:

- a. Evacuation procedures;
- b. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
- c. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies, and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
- d. Communications (with Contractor staff, appropriate government agencies, and clients' families);
- e. Transportation;
- f. Recovery and maintenance of client records; and
- g. Policies and procedures that:
  - (1) ensure maintenance of required staffing ratios;

- (2) address both leave for, and the recall of, Contractor's employees unable to work for extended periods due to illness during periods of declared pandemic; and
- (3) ensure the timely discharge of the Contractor's financial obligations, including payroll.

In addition, the Contractor represents that it provides at least annual training for its staff on its plan and it acknowledges that DHS may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall provide DHS/DSPD with a copy of its plan upon execution of this Contract. The Contractor shall evaluate its plan at least annually. Any modifications to the Contractor's plan shall be provided to DHS/DSPD within 15 days of the time the modifications are made.

## **SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS**

1. **COMPLIANCE WITH APPLICABLE LAWS.** The Contractor shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the Contractor's activities or that impose restrictions on the Contractor's use of federal or state funding or grants. It is the Contractor's responsibility to obtain legal advice about the laws governing its activities.
2. **CERTIFICATION OF NON-DEBARMENT.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the Contractor cannot so certify, the Contractor shall submit a written explanation and must obtain *prior* written approval for this Contract from the DHS Deputy Director for Support Services. Failure to obtain such prior written approval shall be considered a material breach of this Contract.
3. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS or individuals receiving services funded by DHS, unless the Contractor has obtained prior written approval from the DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies.
4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, DHS may terminate this Contract immediately.

5. **COMPLIANCE WITH THE DHS PROVIDER CODE OF CONDUCT:** The Contractor shall comply with the DHS Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site:

[http://www.hsofo.utah.gov/services\\_contract\\_info.htm](http://www.hsofo.utah.gov/services_contract_info.htm)

- a. The Contractor shall not permit any employee, volunteer or subcontractor to have contact with or access to a client that provides the person with the opportunity to have personal communication or touch until the following requirements are met:
- (1) The Contractor has provided a current copy of the DHS Provider Code of Conduct to each employee, volunteer and subcontractor; and
  - (2) The Contractor has obtained a signed and dated statement in which the employee, volunteer or subcontractor certifies that he or she has read and understands the DHS Provider Code of Conduct and will comply with it.
- b. As used in this Paragraph 5, "volunteer" means a person who:
- (1) donates services without pay or other compensation, except for expenses incurred (such as meals and travel costs); or
  - (2) is a board member, officer, or other person who is involved in the Contractor's decision-making process.
- c. Annually, the Contractor shall obtain a copy of the current DHS Provider Code of Conduct poster. The Contractor shall prominently display the poster where visitors and clients can see it.

6. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The Contractor shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.

a. **Definitions**

- (1) **“Business Entity”** is as defined in Utah Code § 67-16-3.
- (2) **“Conflict of Interest”** means any situation where the Contractor has economic, social, political, familial, legal or other interests which interfere with, or have the potential to interfere with, the exercise of the Contractor’s duties, responsibilities, or judgment in connection with this Contract, or which involve conflicting loyalties to the Contractor and to another interest. “Conflict of Interest” also includes any violation of the Ethics Act.
- (3) **“Contractor”** includes all "representatives" of the Contractor.

- (4) **“Disclosure Statement”** means a written statement provided to DHS by the Contractor about a Conflict of Interest. “Conflict of Interest Certification” and “Conflict of Interest – Disclosure Statement” forms are available from the DHS/DSPD Contract Representative.
  - (5) **“Ethics Act”** means the Utah Public Officers’ and Employees’ Ethics Act (Utah Code § 67-16-1 et.seq.).
  - (6) **“Related Party”** means:
    - (a) any person related to the Contractor’s representative by blood or marriage; and
    - (b) all business associates of the Contractor:
      - (i) who are partners, directors, or officers in the same business entity as the Contractor;
      - (ii) who have authority to make decisions or establish policies in the same business entity as the Contractor; or
      - (iii) who directly or indirectly own 10% or more in the same business entity as the Contractor.
  - (7) **“Representative”** means any person or entity acting on behalf of the Contractor, and includes all employees, owners, partners, directors, officers, board members, subcontractors and agents, as well as any individuals with authority to establish policies or make decisions for the Contractor. “Volunteers” are not “representatives” and are not required to be included in the Contractor’s Disclosure Statement, unless they are board members or officers, or are substantially involved in the Contractor's decision-making processes.
  - (8) **“Volunteer”** means a person who donates services to the Contractor without compensation, except for expenses incurred (such as meals and travel costs).
- b. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent they are the result of undue influence, or have the potential to result in increased costs, decreased performance, the appearance of impropriety, or any other disadvantage to DHS. Conflicts of Interest can occur in one of three ways:
- (1) **Dual Employment.** Conflicts of interest can occur when a Contractor’s representative is also employed by the State of Utah or by another of the Contractor's representatives.
  - (2) **Related-Party Transactions.** Conflicts of interest occur when the Contractor makes payments to a related party using money obtained from DHS through this Contract. Conflicts of interest also occur when transactions, which affect the

performance of this Contract, are made between the Contractor and a related party, whether or not payments are involved.

- (3) **Independent Judgment Impaired.** Conflicts of interest occur when a Contractor's representative participates in any transaction on the Contractor's behalf and has a significant relationship or shared interest with another party to the transaction, which could affect a representative's ability or willingness to exercise independent judgment, and which may affect the performance of this Contract. Independent judgment may also be impaired when the Contractor or the Contractor's representative is involved in any administrative or legal action pending against the State, DHS, or any of their officers or employees.
- c. **Compliance with the Ethics Act.** The Contractor shall comply at all times with the applicable provisions of the Ethics Act.
  - d. **Conflict of Interest Policies and Internal Review:** The Contractor shall implement a written policy that requires:
    - (1) Its representatives to submit a disclosure statement upon hire and annually thereafter;
    - (2) Its representatives to immediately disclose in writing to the Contractor all existing, potential, and contemplated conflicts of interest as they arise.
    - (3) Annual review of all disclosure statements and its own operations to reasonably assure DHS that the Contractor avoids prohibited conflicts of interest.
    - (4) Disclosure statements to be maintained in the representatives' personnel files.
    - (5) The Contractor to train its representatives regarding:
      - (a) the conflict of interest concept and the certification/disclosure requirements of this Contract; and
      - (b) the applicable provisions of the Ethics Act.
  - e. **Disclosing Conflicts of Interest:**
    - (1) **Requirements for Governmental Entities.** Before entering into this Contract or a subcontract related to this Contract, and annually thereafter, a governmental Contractor and any *governmental* subcontractors shall:
      - (a) submit to DHS a written certification that they maintain a written policy as required above, monitor for compliance with the conflict of interest provisions of this Contract, and reasonably assure DHS that representatives (including any non-governmental subcontractors) with a potential conflict of interest do not:

- (i) make or influence decisions or set policies that affect this Contract;
  - (ii) monitor the performance of this Contract; or
  - (iii) become involved in or otherwise benefit from the performance of this Contract; and
- (b) disclose to DHS any existing or potential conflicts of interest that relate to this Contract or the services provided pursuant to this Contract by submitting a Disclosure Statement in accordance with the requirements for non-governmental entities, and complying with the requirements regarding the continuing duty to disclose these conflicts of interest.
- (2) **Requirements for Non-Governmental Entities:** Before entering into this Contract, or a subcontract related to this Contract, a non-governmental Contractor shall submit a Disclosure Statement to DHS/DSPD in which it discloses any existing or potential conflicts of interest, including all information required by the Ethics Acts and this Contract.
- (a) **For Conflicts of Interest Involving Dual Employment,** the following information is required:
- (i) the name of the representative engaged in dual employment;
  - (ii) the titles or positions held by the representative engaged in dual employment;
  - (iii) the representative's decision-making or monitoring authority with the employing entities, and how that representative's authority affects this Contract or any subcontract relating to this Contract; and
  - (iv) the measures taken to avoid potentially adverse effects resulting from the representative's dual employment.
- (b) **For Conflicts of Interest involving Related-Party Transactions or Independent Judgment Impaired,** the following information is required:
- (i) the name of the representative having the conflict of interest;
  - (ii) the name of the other party to the conflict of interest;
  - (iii) the relationship between the individuals identified in (i) and (ii) above;
  - (iv) the nature and value of the interest (if any) held by the representative in the other business entity;
  - (v) a description of the transaction to which the conflict of interest applies and the dollar amount involved (if any);
  - (vi) the decision-making or monitoring authority of the representative and the party identified in (ii) above, with respect to the applicable transaction or decision;

- (vii) the potential effect of the conflict of interest on this Contract or any subcontract relating to this Contract; and
- (viii) the measures taken by the Contractor to avoid potentially adverse effects resulting from the identified parties' relationship.

- (c) If the Contractor has no conflicts of interest, the Contractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the Contractor is certifying to DHS that it has checked its organization and has required its representatives to disclose their conflicts of interest, and that it has disclosed all known conflicts of interest to DHS.

f. **Continuing Duty to Disclose Conflicts of Interest.** The Contractor and its subcontractors have a continuing duty to immediately review an updated Disclosure Statement and to submit a copy to DHS whenever a potential Conflict of Interest is disclosed. The Contractor shall require its subcontractors to provide an updated Disclosure Statement to the Contractor, if at any time during the term of this Contract, they contemplate any transaction involving a potential conflict of interest, or hire or affiliate with any individual with a potential conflict of interest, or discover any existing conflict of interest, and if that conflict of interest is one that must be disclosed pursuant to this Contract.

g. **Monitoring Compliance.**

In addition to the remedies outlined in the contract, DHS retains the right to do any of the following if DHS determines that a conflict of interest may exist:

- (1) Investigate any potential conflict of interest;
- (2) Require further information from the Contractor or the subcontractor;
- (3) Require specific remedial action; or
- (4) Disapprove identified transactions.

7. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS**

**VERIFICATION SYSTEM"**: The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

a. **Status Verification System**

- (1) Each Contractor and each person signing on behalf of any Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

- (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”
- (3) The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- (4) Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

b. **Indemnity Clause for Status Verification System**

- (1) Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- (2) Notwithstanding paragraph (1) above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

8. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees, agents, and subcontractors about:

- a. The False Claims Act, 31 United States Code §§3729–3733;



- b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801–3812;
- c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
- d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
- e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
- f. How to report suspected fraud, waste and abuse of Medicaid funds;
- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the Contractor maintains an employee handbook, the Contractor shall include the information described above, and its policies and procedures for detecting and preventing Medicaid fraud, waste, and abuse, in its employee handbook.

Additional information is available on the DHS website.

## **SECTION D: COMPLIANCE MONITORING AND RECORD KEEPING RESPONSIBILITIES**

1. **MONITORING OF PERFORMANCE AND ACCESS TO RECORDS:** DHS shall have the right to monitor the Contractor's performance pursuant to this Contract. Monitoring of the Contractor's performance shall be at the discretion of DHS. Performance monitoring may include both announced and unannounced visits.

The Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.

2. **TRAINING FOR CONTRACTOR'S STAFF:** Contractor shall conduct all necessary training to ensure that its staff carries out its responsibilities pursuant to this Contract and that the staff is familiar with the requirements of this Contract and applicable laws.
3. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall comply with all record-keeping and reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the operation of the programs covered by this Contract, including records relating to screenings, assessments, the provision of services, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.

4. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
- a. **Records Relating to Adult Clients:** The Contractor shall retain adult client records (including records that support Title XIX reimbursements) for at least six (6) years from the date of last service to the adult client.
  - b. **Records Relating to Child Clients:** The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.
  - c. **Administrative Records:** The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six years after DHS makes the last payment on this Contract.
  - d. **Discontinued Operations:** If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect DHS access rights by implementing one of the following options:
    - (1) Transfer the client records to a successor agency or entity which has:
      - (a) entered into a contract with DHS/DSPD to provide such services formerly provided by the Contractor; and
      - (b) agreed to provide DHS with the same access to the records as required under the Contractor's contract with DHS/DSPD; or
    - (2) Deliver the client records to an office within the Contractor under an arrangement by which the Contractor authorizes DHS to have continuing immediate access to the records; or
    - (3) With the prior written consent of DHS/DSPD, which may be withheld for any reason, deliver the client records to DHS/DSPD.
    - (4) Alcohol and Drug Abuse Client Records - Discontinued Operations: If the Contractor is bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") and discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor shall comply with the following requirements before destroying the records of any clients served pursuant to this Contract:
      - (a) the Contractor shall notify DHS in writing at least 30 days before it discontinues its operations or ceases to provide its services;
      - (b) upon request from DHS, the Contractor shall give each of its alcohol and drug abuse clients a consent form which meets the requirements of 42

C.F.R. § 2.31, and which authorizes the Contractor to transfer its client records to DHS; and

(c) upon obtaining signed consent forms from clients, the Contractor shall deliver the consenting clients' records to DHS.

e. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be shredded or burned to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that prevents unauthorized persons from reading or accessing the records.

5. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** The Contractor shall restrict access to client records in accordance with State and federal laws. The Contractor shall maintain all client records in locked rooms or cases or in password-protected electronic files. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, as authorized by the client in writing, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments.

6. **ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS with immediate access to all records relating to this Contract including any records produced or received by the Contractor in connection with this Contract.

## **SECTION E: SUBCONTRACTS, AMENDMENTS, AND DISPUTE RESOLUTION PROCEDURES**

### **1. SUBCONTRACTS:**

a. **Definition of "Subcontractor":** As used in this Contract, "subcontractor" means an individual or entity that has entered into an agreement with the Contractor to perform services for which that Contractor is responsible pursuant to the terms of this Contract. "Subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor **if** those individuals or entities perform any of the subcontractor's duties pursuant to this Contract.

b. **Subcontracting:** The Contractor may only subcontract for personal services provided by an individual. Subcontracting with another business entity is prohibited. In addition, the Contractor must notify DHS/DSPD in writing of plans to enter into any subcontracts and must obtain DHS/DSPD approval prior to entering into any subcontracts.

c. **When Subcontracting Is Allowed:** If Contractor is allowed to subcontract under Paragraph 1.b. above, the following provisions apply:

(1) **Duties of Subcontractors:** Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract, including the state procurement requirements, insurance requirements and the fiscal and program requirements. The

Contractor retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.

- (2) **Provisions Required in Subcontracts:** If the Contractor enters into any subcontracts with other individuals or entities pursuant to subsection (b) above, and pays those individuals or entities for such goods or services through federal and state funds, the Contractor shall include provisions in its subcontracts regarding the federal and state laws identified in this Contract as well as (if applicable) other laws and contract provisions identified in 45 C.F.R. § 92.36(i), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

2. **CONTRACT ASSIGNMENT:** The Contractor may not assign its benefits or obligations pursuant to this Contract to any other entity, without the prior written consent of both the DHS Deputy Director for Support Services and the DHS Purchasing Agent, which may be withheld for any reason.

- a. No contract assignment shall be effective until the following requirements have been met:
  - (1) The Contractor shall submit its request on the "Consent to Contract Assignment" form to DHS and shall attach all documentation from the assignee that was required by the original procurement, demonstrating that the proposed assignee meets all contract qualifications and has the capability to provide all contract services.
  - (2) DHS evaluates the above submission, and makes a determination as to whether the proposed assignee is qualified and capable of complying with all Contract requirements;
  - (3) The DHS Purchasing Agent determines in writing that assignment does not appear to violate procurement rules; and
  - (4) A copy of the Assignment Agreement between the assignor and assignee that includes the assignee's acceptance of all terms and requirements of this Contract; and
  - (5) The DHS Deputy Director for Support Services approves the "Consent to Contract Assignment" form in writing.
- b. Upon execution of the Assignment Agreement between the assignor and assignee and written approval of the "Consent to Contract Assignment" form:
  - (1) assignor shall have no further responsibilities or authority to perform pursuant to this Contract and shall make no claim for benefits arising from this Contract; and
  - (2) both documents shall be made a part of this Contract by attachment.

Notwithstanding any agreement between the assignor and assignee, DHS may hold the assignor and assignee jointly and severally responsible for all obligations, losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract.

3. **CONTRACT AMENDMENTS:** The parties may modify this Contract only by written amendment signed by the parties and approved by the DHS Bureau of Contract Management with the exception of Paragraphs a., b., and c. below. Any amendments shall be attached to the original signed copy of this Contract.
  - a. **Mandated Rate or Budget Changes:** If federal or State budgetary action requires a change in the service rates or payments, DHS shall advise the Contractor of the change via written notice signed by the DHS/DSPD Director. The notice shall identify the new rate or payment, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
  - b. **Utah State Department of Health (DOH) Mandated Changes to Medicaid Rates:** If the DOH requires a change in the Medicaid rates, DHS shall advise the Contractor of the change via written notice signed by an authorized representative of DHS. The notice shall identify the services affected, the new rate for each service, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
  - c. **Financial Reporting Requirements:** If federal, State or DHS financial reporting requirements change, DHS may advise the Contractor of the changes via written notice signed by an authorized representative of DHS. The notice shall specifically identify the new reporting requirement(s) and the effective date of the same. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
4. **REMEDIES:** If DHS determines that the Contractor or a subcontractor has failed to comply with any of the provisions of this Contract, DHS may do any of the following:
  - a. **Disallowance of Contractor Expenditures:** DHS may disallow the Contractor's and the subcontractor's expenditures and adjust its payments to the Contractor by deducting such disallowed expenditures.
  - b. **Payment Withholding.** DHS may withhold funds from the Contractor for contract non-compliance, misuse of public funds, or failure to comply with state and federal law or policy. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, DHS may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorneys' fees and other expenses. DHS shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. DHS shall inform the Contractor whether any amounts withheld may be released, and if so, the actions that the Contractor must take to bring about the release of any amounts withheld.

- c. **Overpayments.** If an independent CPA audit or DHS review determines that the payments made by DHS to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, DHS may adjust or withhold the Contractor's payments for the remainder of the contract period or until DHS fully recoups the funds.
- d. **Repayments.** Upon written request by DHS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Contractor. In the alternative DHS shall have the right to withhold any or all subsequent payments pursuant to this Contract until DHS fully recoups these funds. In such cases, the Contractor shall not reduce the level of services required by the Contract.
- e. **Corrective Action.** The Contractor shall comply with the terms of any corrective action plan required by DHS.
- f. **Administrative Review.** Prior to pursuing other legal remedies, the Contractor shall appeal any contract dispute with DHS by filing a written appeal with the DHS Deputy Director for Support Services within 30 days of the disputed DHS action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of its appeal to the Director of DHS/DSPD.

The DHS Deputy Director shall have sixty (60) days to issue DHS' written response to the Contractor's appeal. The Deputy Director may designate another DHS employee to review and respond to the Contractor's appeal.

- g. **Suspend Client Placements.** DHS may suspend client placements with, and/or client referrals to, the Contractor, if DHS determines that the Contractor is not in compliance with the terms of this Contract. DHS/DSPD will provide written notice to the Contractor prior to such suspension of client placements and/or referrals. The notice will include any actions required of the Contractor to lift the suspension.
- h. **Legal Remedies.** The parties may avail themselves of all remedies allowed by state or federal law.

5. **CONTRACT TERMINATION:**

- a. **Right to Terminate Upon Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party thirty (30) days written notice.
- b. **Immediate Termination.** If the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows DHS to terminate the Contract immediately for a violation of that provision, DHS may terminate this Contract immediately by notifying the Contractor in writing.

- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
  - d. **Payments after Termination.** Upon termination of this Contract, the parties shall use the financial and accounting arrangements in this Contract to process payments for any undisputed services that the Contractor rendered before termination. The Contractor shall have no claim for services not rendered. DHS shall not pay Contractor for any of the Contractor's obligations or expenses that extend beyond the termination date. **This provision shall survive the termination of this Contract.**
  - e. **Records Access after Termination.** The Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities and DHS access to records and shall ensure that the Contractor's staff properly maintains all records. **This provision shall survive the termination of this Contract.**
6. **ATTORNEYS' FEES AND COSTS:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.
7. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Contractor shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:
- a. Clients and applicants have the right to present the Contractor with their grievances including but not limited to:
    - (1) denial of services covered by this Contract;
    - (2) exclusion from a program pursuant to this Contract; or
    - (3) inadequacies or inequities in the programs and services provided pursuant to this Contract; and
  - b. The Contractor shall establish and maintain a tracking system identifying the nature and outcome of each grievance.
  - c. If the Contractor denies a grievance, or fails to respond to a grievance in a timely fashion, the client or applicant may contact the DHS/DSPD Director in writing. The DHS/DSPD Director or designee will attempt to resolve the grievance.

## **PART II: SCOPE OF WORK AND SPECIAL CONDITIONS**

### **DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.**

**ID.RC AND ABI GENERAL REQUIREMENTS** The Contractor shall comply with the following General Requirements, in addition to the requirements contained in the individual service descriptions the Contractor is providing.

A. Medicaid Enrollment-DHS/DSPD Certification:

The Contractor shall be enrolled as an approved Medicaid Provider with the Utah Department of Health and has the option to allow DHS/DSPD to bill Medicaid on its behalf for covered Medicaid services included in the rate paid by DHS/DSPD to the Contractor or the Contractor has the option to bill Medicaid directly. The Contractor shall also agree to participate in any Utah Department of Health or DHS/DSPD provided Medicaid training.

B. Population Served:

The Contractor shall serve Persons with ID.RC, and/or adults age 18 and older with ABI, as defined in Utah Administrative Code, Rule R539-1. The Contractor shall only serve Persons found eligible under the DHS/DSPD eligibility criteria and who are currently receiving DHS/DSPD services or are on the DHS/DSPD waiting list.

C. Contractor and Contractor's Staff (referred to as the Contractor) Requirements:

1. Contractor Qualifications. In addition to the above requirements, the Contractor shall meet the following qualifications:

- a. The Contractor shall have all applicable licenses as prescribed in Utah Administrative Code, Rule R501 to operate and provide the particular type of services being offered and shall comply with insurance requirements and any local ordinances or permits.
- b. The Contractor shall be certified by DHS/DSPD pursuant to Utah Code § 62A-05-103 to provide services not covered by applicable license as prescribed by Utah Administrative Code, Rule R501 or Utah Code § 58-01 et. seq.
- c. Unless otherwise specified, the Contractor shall ensure its staff providing services pursuant to this Contract are at least 18 years of age.

2. General Staff Training Requirements: The Contractor shall ensure its staff meet the following training requirements (and achieve competency as determined by the Contractor using a measurable learning assessment):

- a. All direct-care and direct-care supervisory staff shall receive “general staff training.” General training shall be conducted by qualified trainers with



professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.

- b. The Contractor's staff who may have contact with Persons served shall complete and achieve competency in general training areas 1 through 12 within 30 days of employment or before working alone with a Person. Staff shall complete and achieve competency in general training areas 13 through 18 within six months of employment. Staff competency in general training areas may be validated through reviews conducted by the Center for Medicare and Medicaid Services, Utah Department of Health and DHS/DSPD. However, all of the Contractor's staff who may have contact with Persons served must complete CPR training and certification within the first 90 days of hire. The Contractor shall maintain a tracking system that ensures the following 18 general training area requirements and timeframes are met:

- (1) Emergency Procedures: When to call 911 because of emergency, incident reporting, when to call a doctor or hospital, orientation to seizure disorders, as well as on specific procedures including notification procedures for the management of situations in which the whereabouts of a Person in services is unknown or cannot be immediately determined. Emergency procedures training shall include the Heimlich maneuver or other common rescue maneuvers, first aid and CPR. Notwithstanding the foregoing, training and certification of CPR may be accomplished within the first 90 days after hire.

The Contractor offering any service that might include feeding or nourishment of the Persons they serve shall ensure that all staff are trained in the prevention of choking and in emergency measures associated with choking. The Contractor shall ensure that all staff view any of the following internet resources (or any other resource judged by the Contractor to be at least equivalent) surrounding choking prevention within 30 days of the award of contract and all newly hired staff shall view the resource selected by the Contractor within 30 days of hire and shall obtain written acknowledgement from all staff that they have viewed the resource:

[www.state.nj.us/humanservices/ddd/documents/Documents%20for%20Web/Health\\_SafetyAlert\\_choking\\_071509.pdf](http://www.state.nj.us/humanservices/ddd/documents/Documents%20for%20Web/Health_SafetyAlert_choking_071509.pdf),  
[www.ombudmhdd.state.mn.us/alerts/chokingalert.pdf](http://www.ombudmhdd.state.mn.us/alerts/chokingalert.pdf),  
[www.equipforequality.org/programs/abuseinvestigation/alert\\_chokingwarning.pdf](http://www.equipforequality.org/programs/abuseinvestigation/alert_chokingwarning.pdf)

- (2) Catastrophic Emergency and Civil Crisis Procedures.  
(3) Positive Behavior Supports.  
(4) Legal Rights of Persons with Disabilities.  
(5) Abuse, Neglect, and Exploitation prevention and reporting.

- (6) DHS Provider Code of Conduct and DHS/DSPD Code of Conduct, which shall be annually reviewed and signed acknowledging understanding and compliance.
  - (7) Confidentiality.
  - (8) Orientation to Persons with ID.RC or ABI.
  - (9) Identification of medications and medication side effects specific to the Person receiving supports including the possibility that medications taken may contribute to swallowing difficulties or enhance the prospects of choking, as well as self-medication administration and documentation procedures. This shall include competency in where to find the pertinent information regarding medication adversities and side effects including inhibition of the swallow reflex and the prospects of choking.
  - (10) Prevention of communicable diseases.
  - (11) Knowledge about the disability, and the required support and strengths of the Person the Contractor's staff is to support.
  - (12) Protective Services reporting.
  - (13) The use of non-aversive techniques as a first response in behavioral crisis prevention and intervention.
  - (14) If the Person receiving services is likely to engage in aggressive, self-injurious, or destructive behavior, training to permit certification is required in the following: Supports Options and Actions for Respect (SOAR), System for Managing Non-Aggressive and Aggressive People (MANDT), Professional Assault Response Training (PART) or other DHS/DSPD approved intervention.
  - (15) DHS/DSPD rules, philosophy, mission, and beliefs.
  - (16) The Contractor's policy, philosophy, and mission.
  - (17) Key elements of the Americans with Disabilities Act.
  - (18) The prevention of fraud, waste and abuse of public funds and the provisions of pertinent laws and regulations including: the Federal False Claims Act (31 USC §3729), as well as the Utah False Claims Act (§26-20-1, UCA), as well as the protections afforded in the provisions of the Utah Whistle Blowers Act (§67-21-1, UCA) to those who report fraud, waste or abuse of public funds.
- c. In the second and subsequent years of employment, the Contractor's staff shall complete a minimum of 12 hours of training each year. The Contractor operating licensed facilities shall train staff in behavior management each year per Utah

Administrative Code, Rule, DHS, Office of Licensing (OL) (which may be referred to as DHS/OL) Rule R501-2-7.

- d. The Staff Training Requirements are met as outlined in the General Requirements, Home and Community Based Waiver, applicable rule and statute, and the requirements of this Contract

3. Specific Staff Training Requirements:

The Contractor is responsible to provide additional specific staff training as prescribed in each service description.

4. Contractor's Administrative Requirements:

- a. Personnel Policies and Procedures: The Contractor shall have established personnel policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
  - (1) Include written job descriptions for all positions including volunteer positions with ongoing involvement (each job description shall include the specific knowledge, skills, abilities, and educational requirements necessary to qualify for the position).
  - (2) Provide for the documented evaluation of staff performance on at least an annual basis.
  - (3) If a staff member has physical, emotional, or mental conditions that could interfere with the performance of assigned duties of the job that jeopardize the well-being of Persons receiving services, the Contractor shall prohibit the staff member from providing services and supports until the Contractor is provided with documentation that the condition is resolved to the satisfaction of a licensed physician or health care professional.
- b. Services which include Transportation: If the Contractor is providing residential or day support services which include payment for transportation, the Contractor shall not separately bill Persons for transportation without the prior written approval of the Person's team.
- c. Services in the contract which include Transportation require the Contractor to have Auto Insurance pursuant to Part I, Section B,2. c. (1) (b) of this contract.
- d. The Contractor shall support the efforts of DHS/DSPD to move towards a paperless system by complying with electronic access and process changes as they are developed. Contractor shall register with DHS/DSPD USTEPS/Utah Provider Interface (USTEPS/UPI).

- e. The Contractor, to support UCA 62A-5-103.3 Employment First Priority, shall provide employment data on Persons to DHS/DSPD within seven (7) days of request.
5. Operating Policies and Procedures: The Contractor shall have established operating policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
- a. Include a mission statement and objectives, as defined by the Contractor.
  - b. Identify the specific population being served.
  - c. Describe each of the services offered by the Contractor and how they will be delivered.
  - d. Clearly define staff and supervisory responsibilities during all hours of operation.
  - e. Specify that staff providing transportation for Persons receiving services through this contract are subject to annual verification and/or review of the driver's license, driving record, and auto insurance coverage.
  - f. Provide for necessary staff training on a regular basis.
  - g. Provide for the receipt and resolution of staff grievances.
  - h. Include emergency procedures for handling the injury, illness, or death of a Person and instructions about when and how to notify the DHS/DSPD Associate Director or DHS/DSPD waiver managers.
  - i. Address the management of each Person's finances and ensure that all personal funds and property managed by the Contractor are released at the time of discharge, or at the request of the Person or the Person's representative, after outstanding bills are paid, in compliance with all currently in force regulations and policies of the Social Security Administration.
  - j. Include a statement that the Contractor's fiscal policies ensure that any benefits realized by the Contractor as a result of agreements with federal, state, county, city or other agencies to use residential and day training sites, were used to specifically benefit Persons enrolled in DHS/DSPD services and referred to the Contractor by DHS/DSPD.
  - k. Provide procedures regarding behavior support plans (BSP) and behavioral intervention procedures that comply with Utah Administrative Code, Rule R539-4.
6. Quality Monitoring Process: The Contractor shall cooperate with all DHS/DSPD quality requirements. In addition, the Contractor shall have an internal quality

monitoring process that may be externally validated by DHS/DSPD. At a minimum, this process shall include the following:

- a. An agency self-assessment or quality assurance process for DHS/DSPD funded services.
  - b. An established method for responding to and resolving concerns identified in the Contractor's internal monitoring and feedback processes.
  - c. A process for responding to corrective action requirements within the timeframe specified in this Contract. The Contractor shall respond to each identified deficiency, including proposed method of correction, task assignments, and supervision.
  - d. If the Contractor's response is determined unacceptable by DHS/DSPD, the Contractor shall submit a revised plan of correction within five (5) working days.
  - e. If a revised plan of correction is unsatisfactory, DHS/DSPD may initiate sanctions pursuant to Utah Code § 62A-5-103(2)(i). The Contractor may appeal sanctions to the DHS/DSPD Director.
7. Human Rights Plan: The Contractor delivering direct services or supports to Persons pursuant to this Contract shall to ensure its Human Rights Plan is developed. The Contractor's Human Rights Plan shall specify that its ID.RC-ABI Human Rights Committee is established and maintained by the Contractor.

The Contractor's Human Rights Plan shall identify:

- a. Procedures for training Persons and staff on Person's rights;
- b. Procedures for prevention of abuse and rights violations;
- c. Process for restricting rights when necessary;
- d. Process to review supports that have high risk for rights violations;
- e. Responsibilities of the Contractor's Human Rights Committee which shall include the review of rights issues related to the supports the Contractor provides; and recommendations to the Person and the Person's team regarding the Person's human rights. The Contractor's Human Rights Committee shall maintain minutes of its proceedings, and shall disclose those minutes to any State or Federal auditor/reviewer or DHS, DSPD representative within 24 hours of request.

All Persons served by the Contractor and the Contractor's staff shall have the right to request a review by the Contractor's Human Rights Committee concerning supports or services to the Person.

8. Protective Service Investigations:
  - a. The Contractor shall cooperate in all DHS Protective Service Investigations until the investigation is completed and a determination is made with regard to the allegations. DHS/DSPD shall be notified immediately of instances in which a Person receiving services pursuant to this Contract, or another individual on behalf of the Person, alleges abuse, neglect or exploitation.
  - b. Unless superseded by a recommendation from Utah Adult Protective Services (in the case of adult Persons) or Utah Child Protective Services (in the case of minor Persons), if an allegation of abuse, neglect or exploitation is made, upon learning of the allegation, the Contractor shall immediately ensure that the individual(s) involved shall not be allowed to have any unsupervised contact with Persons until the investigation is completed and a determination is made with regard to the allegation.
9. Fatality Notifications: The Contractor shall notify the Person's family, Support Coordinator and DHS/DSPD Associate Director or DHS/DSPD waiver manager(s) within 24 hours of first knowledge of the death of a Person receiving support services.
10. Fatality Reviews: The Contractor shall follow the DHS fatality review process and shall immediately furnish any information or documents requested by the DHS Fatality Review Committee upon the death of any Person served by the Contractor who met the following criteria:
  - a. Person resided at a facility/program owned or operated by a Contractor providing residential services;
  - b. Person lived outside the family home and received support services within 12 months prior to the date of death;
  - c. Person lived at home and died while receiving a DHS/DSPD funded service including but not limited to Day Support, Supported Employment, or Respite Care; or
  - d. Any Person whose death the DHS/DSPD Director requests be reviewed.
11. DHS Provider Code of Conduct: The Contractor and the Contractor's staff are required to be familiar with and abide by the DHS Provider Code of Conduct, including but not limited to all provisions of the DHS Provider Code of Conduct prohibiting the abuse, neglect or exploitation of Persons with disabilities. Copies of this policy shall be maintained at each program site, and annually each of the Contractor's staff shall sign a statement acknowledging that they have read it and will abide by it.
12. DHS/DSPD Code of Conduct: The Contractor shall ensure it and its staff are familiar with and abide by the DHS/DSPD Code of Conduct prior to beginning employment. The Contractor shall ensure all of its staff review and sign the DHS/DSPD Code of Conduct at least once a year.

13. Volunteers:

- a. Contractor shall use volunteers in the operations of its program only under the following conditions:
  - (1) A volunteer working in a volunteer position can supplement regular staff but cannot replace paid staff hours;
  - (2) Friends of the Person receiving supports, or anyone else selected by the Person as a partner in activities (such as natural supports, scouts, church groups, etc), are not defined as volunteers; and
  - (3) The Person's legal representative shall provide prior written permission for a volunteer to take a Person overnight.
- b. The Contractor shall ensure that volunteers who work on a regularly scheduled basis within the Contractor's facility or program fulfill the following training requirements prior to providing support for Persons under the care of the Contractor.
  - (1) Orientation to the Person(s);
  - (2) Requirements for reporting abuse and protecting human rights;
  - (3) Confidentiality requirements regarding information on Persons with disabilities;
  - (4) Emergency procedures to follow with the Persons served;
  - (5) Documentation of training and proficiency of volunteer to carry out the assigned tasks; and
  - (6) The Contractor's policies and procedures.

14. Staff Qualifications: In accordance with Utah Code §§ 62A-2-120 through 122 or Utah Administrative Code, Rule R501-14, direct-care service staff working in an employment or volunteer capacity shall pass background checks conducted annually by the DHS/OL.

15. Contractor or Staff as Guardian: Contractor or its staff shall not become the legal guardian of any Person receiving services under this Contract. This is a conflict of interest and a violation of the DHS Provider Code of Conduct.

16. Supervisory Requirements:

- a. **INCIDENT AND CRITICAL INCIDENT REPORTS, AND CRITICAL INCIDENT INVESTIGATIONS**

The Contractor and its staff shall monitor for the occurrence, reporting, and mitigation of incidents that affect the health and safety of the Person in services. Within 24 hours of any incident requiring an incident report (IR), the Contractor

shall initiate an IR entry in USTEPS/UIP system, which in turn automatically notifies the Person's Support Coordinator, and Contractor shall notify the Person's Guardian by telephone, email or fax.

Within five business days of the occurrence of an incident, the Contractor shall fully complete the initial Incident Report in USTEPS/UIP with any additional information available and to report mitigating/follow up actions taken.

Incidents involving a Person in services have been broken into three levels. Level III Incidents, Level II Critical Incidents, and Level I Critical Incidents. All of these require incident reports to be submitted to the USTEPS/UIP system.

- b. The Contractor and its staff shall review and comply with the mandatory reporting requirements of the Utah Code § 62A-3-305 and § 62A-4a-403 by immediately notifying DHS, APS (Adult Protective Services) intake, CPS (Child Protective Services) intake or the nearest law enforcement agency of actual or suspected incidents of abuse, neglect, exploitation, or maltreatment. Additionally, in these situations, the Contractor and its staff shall document on the IR in USTEPS/UIP that prevention strategies are developed and implemented (when applicable) and that verification (during face-to-face visits of the Person's Support Coordinator) of safeguards and interventions are in place.

- (1) Level III Incidents include:
- (a) Person missing for at least 2 hours;
  - (b) Injuries requiring medical treatment at a medical clinic or emergency room;
  - (c) Self-injurious behaviors requiring medical treatment;
  - (d) Instances of any institutional admittance(s) as accommodation in a nursing home or a hospital;
  - (e) Suspected or known instances of abuse, neglect, or maltreatment (where medical treatment is not required);
  - (f) Any Property Destruction attributed to the Person (\$500 or more);
  - (g) Drug and alcohol abuse;
  - (h) Suicide threats when the Person does not have services and supports in place to address it or is not already receiving treatment;
  - (i) Aspiration or choking (not resulting in hospitalization);



- (j) Use of Emergency Behavioral Interventions as defined by R539-4-6;
- (k) Use of restraints or a seclusion room, even when identified in the Person's Behavior Support Plan;
- (l) Law enforcement involvement (even if no charges were filed against the Person);
- (m) Errors relating to the Person's medication which resulted in the Person experiencing adverse side effects requiring medical treatment at a medical clinic or emergency room; OR
- (n) Evidence of seizure or seizure like behavior in a Person with no existing seizure diagnosis.

This list is not exhaustive. Other incidents that rise to a comparable level must also be reported via USTEPS/UPI.

(2) Level II Critical Incidents include:

- (a) Suspected or known abuse, neglect or maltreatment resulting in medical treatment at a medical clinic or emergency room;
- (b) Exploitation of the Person's funds;
- (c) Law Enforcement Involvement resulting in charges filed against the Person or Person is incarcerated;
- (d) Unexpected hospitalizations: injuries, aspiration or choking that results in the Person being admitted to the hospital;
- (e) Attempted Suicides that did not result in the Person being admitted to the Hospital; OR
- (f) Compromised working or living environment requiring evacuation (e.g. roof collapses, fire, gas, leak).

This list is not exhaustive. Other incidents that rise to a comparable level must also be reported via USTEPS/UPI.

(3) Level I Critical Incidents include:

- (a) Suspected or known abuse, neglect, or maltreatment that resulted in the Person being admitted to the hospital;
- (b) Suicide attempts that resulted in the Person being admitted to the hospital;

- (c) Human rights violations, unauthorized use of restraints, (physical, mechanical or chemical) seclusion rooms or infringement of personal privacy rights (that would otherwise require a human rights review process) experienced by the Person;
- (d) Errors relating to a Person's medications that resulted in the Person being admitted to the hospital;
- (e) Person who has been missing for at least twenty four (24) hours or regardless of the number of hours missing, a Person who is missing under unexplained, involuntary or suspicious circumstances and is believed to be in danger because of the Person's age, health, mental or physical disability, environment or weather, or who could be in the company of a potentially dangerous Person or some other factor that places the Person in peril;
- (f) Unexpected Death of the Person. All deaths are unexpected with the exception of (1) Person receiving hospice care and/or (2) deaths due to natural causes, general system failure or terminal/chronic health conditions. , The Contractor shall report the death of the Person within three calendar days of death;
- (g) Unexpected hospitalizations, serious burns, self-injurious behaviors or injuries resulting in loss of physical or mental function, such as a loss of limb, paralysis, brain injury or memory loss experienced by the Person, resulting in the Person being admitted to the hospital for medical treatment;
- (h) Incidents that involve alleged or confirmed waste, fraud, or abuse of Medicaid funds by either a provider or a recipient of Medicaid services (e.g. Fraudulent sale of Medicaid supplied equipment, misuse of funds, billing for services not provided); OR
- (i) Some incidents not directly involving a specific Person in services but that are incidents that may involve Contractors of DHS/DSPD, staff of Contractors, facilities of Contractors or incidents that have or are anticipated to receive public attention, media coverage or are referred by elected officials, also need to be reported via USTEPS/UPI and may require a critical incident investigation but not a Person specific IR.

This list is not exhaustive. Other incidents that rise to a comparable level must also be reported via USTEPS/UPI.

- (4) The DHS/ DSPD Support Coordinator may request information from the Contractor in order to respond to follow-up questions regarding any Incident Report from DHS/ DSPD or Utah Department of Health – Division of Medicaid and Health Financing (UDOH/DMHF). The

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Contractor shall have five business days to respond back to the DHS/DSPD Support Coordinator's request in writing.

The severity of the incident will help determine the time between incident and required follow up from Contractor, Support Coordinator and DHS/DSPD. Completion of the Critical Incident Investigation within 10 business days is required by UDOH/DMHF, once an incident has been deemed Critical Level I or Critical Level II by DHS/DSPD and DOH/DMHF; The Contractor shall support any investigative and mitigation activities taken by DHS/DSPD by updating the IR on USTEPS/UIP as requested.

c. Record Keeping:

- (1) Personnel Records: The Contractor shall maintain personnel files for all its staff. The files shall include the staff member's and Contractor's:
    - (a) Employment application (including applicant's name, address, and telephone number);
    - (b) References (including name and contact information for the referee(s) and documentation that at least two references were checked);
    - (c) Results of background checks conducted through the DHS/OL;
    - (d) A current and signed DHS Provider Code of Conduct and DHS/DSPD Provider Code of Conduct;
    - (e) Record of training completed and learning assessment results;
    - (f) Copies of educational transcripts and degrees (if transcripts and degrees are used by the Contractor to substantiate qualifications);
    - (g) Copies of Internal Revenue Service Form W-4(s);
    - (h) Copy of Immigration and Naturalization Services Form I-9;
    - (i) Copy of a current, valid photo identification issued by a State or Federal governmental entity of the United States and a Social Security Card; and,
    - (j) Evidence of a negative tine test for Tuberculosis (TB), or a negative chest X-ray results if a previous TB tine test is positive, and a negative TB tine test or negative chest X-ray if staff reports exposure to an individual known to be diagnosed with TB within the past five (5) years.
  - (2) Person's Records: The Contractor shall maintain separate records for each Person served, updated at least annually or sooner upon a material
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change in the Person's circumstances. All records are the property of DHS/DSPD and the State of Utah and shall be furnished to DHS/DSPD within 24 hours of request. These records shall be maintained for five years from the date of discharge. A Person's records shall include the following information as applicable:

- (a) The Person's name, address, phone number, birth date, identification number and Medicaid number; name and address of sponsor or owner of facility providing services; Support Coordinator's name, address and phone number;
- (b) A photograph of the Person,
- (c) The name, address, and phone number of the Person's representative or guardian, if any;
- (d) The contact information for the Person's emergency contacts and instructions on how to contact them;
- (e) The name and phone number of the Person's primary care physician or health care professional, medical specialist, and medical insurance information, if any;
- (f) A copy of the Person's social history;
- (g) Documentation of behavioral or other incidents involving property damage, together with a report by the Person's team authorizing any charges or expenses placed against the Person's funds for reimbursement to the Contractor for property damages for which the Person is held responsible;
- (h) The Person's current Person-Centered Support Plan (PCSP) with the Contractor's support strategies and records documenting the implementation of those strategies (e.g., monthly summaries, attendance records, and service records identifying the service provided, the name of the Person providing the service, the location where services were provided and the date and number of hours provided);
- (i) The Person's admission and termination dates, and the Person's payment source (DHS/DSPD or private);
- (j) Human Rights Committee and Behavior Peer-review Committee documentation, guardianship/legal representation appointments, and other pertinent legal documents;
- (k) A record of all incidents and protective service investigations documented in accordance with DHS and DHS/DSPD requirements;

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- (l) A written agreement signed and dated by the Person or the Person's representative **prior** to the delivery of services that identifies:
    - i. All of the costs and fees that shall be charged by the Contractor for care and services, including any extra costs such as personal items that may be incurred;
    - ii. The Person's obligations regarding the payment of such charges; and
    - iii. The Contractor's refund policy; and
  - (m) A statement signed by the Person and/or the Person's representative verifying that the Contractor both explained to the Person and provided him/her with a copy of its grievance policy and procedures.
- (3) Medicaid Records: The Contractor providing Medicaid reimbursed home and community-based waiver services shall document all direct services provided as identified below:
- (a) The name of the Person served;
  - (b) The name of the Contractor and the Contractor's staff member, who delivered the service;
  - (c) The specific service provided;
  - (d) The date and time the service was provided;
  - (e) The amount of time spent delivering the service; and
  - (f) Progress notes describing the Person's response to the service (e.g., progress or the lack of progress as documented in the monthly summaries and/or progress notes).

All Medicaid service records shall be made available within 24 hours of request for State or Federal audit and review purposes.

- (4) Operational Records: In order to provide or maintain services under this contract the Contractor shall maintain the following records:
- (a) Documentation of current compliance with zoning, life safety, health, and fire safety requirements for licensure where applicable;

- (b) Copies of current contracts or agreements with DHS/DSPD and other agencies or professionals in the community the Contractor regularly uses to provide services to Persons; and
- (c) Current records of operational costs and revenue according to general accounting principles.

17. Reports: The Contractor shall submit the reports listed below by the specified due date. If required reports and billings are not submitted in a timely manner, payment may be denied.

DOCUMENT	DUE DATE
Incident Report	On or before five business days from the occurrence of the event.
Support Strategies	On or before 30 days from the date the PCSP is activated.
Monthly Summary	15 days after the end of the month.
DHS Form 520 Billing Forms	30 days after the receipt of the DHS/DSPD generated DHS Form 520 billing forms.
Reconciled Representative Payee Report	45 days after the end of the month.
Response to DHS/DSPD Corrective Action Plan requests	Major deficiency: within 24 hours of notification. Significant deficiency: within 10 days of notification. Minor deficiency: within 30 days of notification. The definition of Major, Significant and Minor deficiencies may be found in the DHS: QA Manual, Monitoring Components, Section IV which may be found at the DHS Office of Fiscal Operations website.

18. Person's Discharge Procedure:

- a. The Contractor initiating a request for discharge of a Person shall provide 30-days prior written and verbal notification to the Person and the Person's Support Coordinator, of the Contractor's intent to discharge the Person from the Contractor's service. Upon the Contractor's initiating a discharge request pursuant to this section, the Contractor shall continue services for an additional 90-days if the DHS/DSPD Associate Director requires the Contractor to do so to maintain a Person's health and safety or to allow the Person to transition to another service provider. The Contractor may appeal this extension to the DHS/DSPD Director.
- b. The Contractor shall submit a discharge summary to the Support Coordinator at the time of discharge. The summary shall include:
  - (1) Reason for termination;
  - (2) Summary of services provided;
  - (3) Evaluation of the Person's strengths, interests, needs, achievement of goals, and objectives;

- (4) The signature and title of the Contractor's staff preparing the summary;
- (5) A statement of reasonable obligations related to termination of service; and
- (6) A statement of reasonable obligations the Person bears for liabilities to the Contractor.

19. Inpatient Hospitalization of Persons:

The Contractor cannot bill for any days during which the Person is an inpatient in a hospital, including the date of admission. The Contractor may bill and be paid for the date of the Person's discharge, at the Contractor's discretion, if at least one half-day of services is provided.

20. Medication Supports:

The Contractor routinely providing supports to Persons in their self-directed self-administration of prescription medications shall only do so when the prescription medication is packaged and dispensed to the Person by a licensed pharmacy using blister-pack packaging, when such packaging is available. The Contractor shall ensure that the level of support given to the Person in his/her self-directed self-administration of prescription medications is consistent with that allowed by the Contractor's and its staffs' scope of practice, as specified in the Utah Division of Occupational and Professional Licensing (DOPL) rules. However, the Contractor may provide these allowed supports when prescription medications are dispensed in the original lawful packaging other than blister-packaging when approved of in writing in advance by the DHS/DSPD Associate Director.

21. Site Licensing and Site Certifications:

Prior to providing residential services, the Contractor shall be either licensed by the DHS/OL to serve four or more Persons for residential services at a specific location(s), or be site certified by DHS/DSPD to serve three or fewer Persons at a specific location(s).

All of the Contractor's day services serving four or more Persons, except for motor transportation (MTP), shall be licensed as a day treatment facility through the DHS/OL prior to providing services. The Contractor serving three or fewer Persons shall obtain site certification from DHS/DSPD prior to providing services. Failure to comply shall result in the denial of payment for services during the time of non-licensure or non-certification, and/or termination of this Contract.

22. Services provided under this Contract are limited to Agency-based services as defined in the Medicaid HCBS Waivers operated by DHS/DSPD.

23. If the Contractor is governed by a governing or policy-making board, the Contractor shall maintain the by-laws of its organization and its governing board as well as minutes of the proceedings of that board that include the membership of the board and the attendees at each board meeting. The Contractor shall convene meetings of its board at least quarterly or more frequently if the need arises. The Contractor shall disclose its by-laws and minutes within 24 hours of request to any State or Federal auditor/reviewer, DHS, or DHS/DSPD representative.

## BEHAVIOR CONSULTATION I (BC1)

### A. General Description:

Behavior Consultation I (BC1) services provide individually designed one-to-one interventions to replace the Person's targeted behaviors with socially acceptable appropriate behaviors that increase the Person's ability to be integrated into the community. BC1 services may be provided at the Person's home, a programmatic setting, or other naturally occurring environment in the community. The BC1 Contractor provides services to Persons whose behavior problems may be emerging, annoying, worrisome, objectionable, singular but not dangerous, and may interfere with learning or social relationships. The Contractor provides individualized behavior consultation to families and/or staff who support Persons. The behaviors of the Person shall not constitute an impending crisis. BC1 services shall be based upon positive behavior supports and applied behavior analysis. BC1 services include a complete Functional Behavior Assessment of the targeted behaviors, development of a Behavior Support Plan (BSP), monitoring the implementation of the BSP, training of caregivers and support staff to implement the BSP, monthly evaluation of the effectiveness of and periodic reassessment of the BSP. The Contractor receives referrals for BC1 services through the DHS/DSPD Behavior Consultant Coordinator or designated DHS/DSPD staff.

### B. Limitations: The Contractor shall **not**:

1. Provide or bill DHS/DSPD for any Behavior Consultation Service (BC1, BC2, or BC3) unless the Contractor is the sole provider to the Person served of all behavior consultation services prescribed in the Person's PCSP; however, this limitation may be waived on the prior written approval of the DHS/DSPD Associate Director.
2. Provide direct care for the Person or transport Persons for whom the Contractor is simultaneously providing behavioral consultation services.
3. Design a BSP that includes any of the following:
  - a. Corporal punishment, examples: slapping, hitting, and pinching;
  - b. Demeaning speech to a Person that ridicules or is abusive;
  - c. Seclusion -- defined as locked confinement in a room;
  - d. Use electric devices or other painful stimuli to manage behavior;
  - e. Deny or restrict access to assistive technology; except where removal prevents injury to self, others, or property; or
  - f. Withhold meals as a consequence or punishment for problem behavior.
4. Provide this service where it is available to Persons who might otherwise receive this service through the Medicaid State Plan or any other funding source.



5. Allow BC1 services by a staff who is separated from employment as a BC1 provider *for cause*. If that occurs, the BC1 provider shall be immediately de-certified by DHS/DSPD and shall not be eligible for reinstatement of his/her certification to provide BC1 services. However, should the separation from employment as a BC1 provider for cause be reversed by a court or agency of appropriate jurisdiction, then such certification to provide BC1 services will be immediately restored by DHS/DSPD.
6. Develop, revise, or evaluate Level II or III intrusive interventions.

C. Population Served:

All Persons served have behavior problems such as mild aggression, self-injurious, property destruction, eating, or toileting problems that may be emerging, annoying, worrisome, objectionable, singular but not dangerous, and may interfere with learning or social relationships.

D. Contractor's Staff Qualifications:

The Contractor's BC1 staff must possess a Bachelors degree in Behavior Analysis or a related field and experience of at least one year's length working with Persons who have ID.RC or ABI. Degrees must be in Behavior Analysis or a related field that has a focus on understanding and changing human behavior, such as psychology, social work, or education.

E. Specific Training Requirements. The Contractor shall ensure its BC1 staff member meets the following training requirements):

1. Receive specific staff training that prepares them to complete the critical job functions for this service (and achieve competency as determined by the Contractor using a measurable learning assessment). Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Successfully complete a training course in the provision of positive behavioral supports provided by DHS/DSPD and approved by the State Medicaid Agency and shall successfully pass a learning assessment at the conclusion of the course.
3. The Contractor shall certify in writing that its staff providing ABI services has completed training and are qualified in the following areas:
  - a. Effects of brain injuries on behavior;
  - b. Transitioning from hospitals to community support programs including available resources;
  - c. Functional impact of brain injury;

- d. Health and medication;
- e. Role of the direct-care and direct-care supervisory staff relating to the treatment and rehabilitation process;
- f. PCSP and BSP supports; and
- g. Awareness of the family's perspective on the brain injury.

F. Contractor's Service Requirements: The Contractor shall:

- 1. Provide behavioral intervention procedures that are in accordance with DHS/DSPD Administrative Code, Rule R539-4.
- 2. In all BSPs, emphasize a positive approach with effective treatment designed to acquire and maintain adaptive behaviors and prevent problem behaviors.
- 3. Conduct and submit a Functional Behavioral Assessment.

Prior to creating a BSP, the Contractor shall conduct and submit a summary of the Functional Behavioral Assessment to the Person's Support Coordinator. The Contractor's written Functional Behavior Assessment shall include a description of the assessment process or name of a published validated assessment tool, the date the assessment was conducted, the name of the staff member completing the assessment and the names of the respondents or others involved if applicable. The Contractor shall use different validated assessment tools and processes depending on the individual needs of the Person; however, all of the Contractor's assessments shall result in the following information being clearly documented:

- a. Description of the problem behavior(s) including an operational definition for each target behavior;
  - b. Prediction of the circumstances in which the problem behavior is most likely to occur;
  - c. Identification of the function of the problem behavior(s); and
- 4. Ensure all BSPs are in writing and include the following information:
    - a. Summary or hypothesis statement(s) that clarify the antecedent-behavior-consequence relationships:
      - (1) Describing the critical problem behavior;
      - (2) Predicting the circumstances in which the problem behavior is most likely to occur; and
      - (3) Identifying the function of the problem behavior.

- b. Baseline data with the date the data was collected.
  - c. Behavioral objectives written in measurable and observable terms.
  - d. Data collection procedures that measure progress toward the BSP objectives that decrease problem behavior and increase replacement behavior.
  - e. Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff/supporters addressing the following areas:
    - (1) Prevention procedures designed to decrease the need for the problem behavior.
    - (2) Planned responses and consequences for when the problem behavior occurs, this includes safety issues and efforts to minimize reinforcement for the problem behavior.
    - (3) Teaching or increasing replacement behaviors.
    - (4) When appropriate, the BSP shall also address generalization, maintenance, and fading procedures.
  - f. When Level II and Level III intrusive procedures are used, list all specific Level II and III procedures used, and include a rationale for the use of intrusive procedures and a plan to discontinue the intrusive intervention over time.
  - g. Name and title of the Contractor/staff who developed the BSP and name of the staff member(s) responsible for supervising the implementation of the BSP.
  - h. Graphed data of the primary problem behavior(s) updated at least every 3 months for visual analysis.
  - i. The written approved BSP shall be available to all Persons involved in implementing and supervising the BSP.
5. Provide a written Monthly Summary when BC1 services are provided and complete and forward the Monthly Summary to the Person's Support Coordinator (see Record Keeping). The Contractor's Monthly Summary shall include the following:
- a. The name of the Person receiving services, the service activity and number of service units being provided, and the name(s) and level (BC1, BC2, or BC3) of the staff member(s) providing the service;
  - b. The time period covered by the Monthly Summary;
  - c. Summary of data collected regarding problem behaviors to decrease and replacement behaviors to increase and other incidents or pertinent information

relevant to the BSP. If applicable, include any updates on the progress toward any recommendations from the preceding Monthly Summary;

- d. An evaluation of the effectiveness of the BSP;
- e. Recommendations for changes in the BSP, other needed behavior consultation services or related activities, or a statement that the BSP needs to be continued as written; and
- f. The name of the Contractor's staff member who wrote the Monthly Summary.

G. Record Keeping and Written Documentation:

The Contractor shall submit a copy of the following information to the Person's Support Coordinator within the time requirements listed below, and shall maintain a copy on file in the Person's records:

1. The Contractor's initial Functional Behavior Assessment shall be completed pursuant to the requirements of F. 3. above and forwarded to the Person's Support Coordinator within 30 days of receiving a referral from DHS/DSPD and as reflected on the Person's PCSP Action Plan. An update to an existing Functional Behavior Assessment shall be completed and forwarded to Person's Support Coordinator within 30 days of receiving a referral on the Person's PCSP Action Plan, written request from the Person's Support Coordinator following a team meeting, or as indicated by the Contractor's BC2 Monthly Summary recommendation.
2. The initial BSP shall be completed and forwarded to the Person's Support Coordinator within 30 days of completion of the initial Functional Behavior Assessment. An update to an existing BSP shall be completed within 30 days of completion of the updated Functional Behavior Assessment or within 30 days of receiving a referral on the Person's PCSP Action Plan, written request from the Person's Support Coordinator following a Person's team meeting, or as indicated by the Contractor's BC2 Monthly Summary recommendation.
3. Monthly Summaries shall be completed and forwarded to the Person's Support Coordinator within 15 days after the end of the month documenting and evaluating the previous month's service.
4. The Contractor shall develop and maintain written documentation to support the following:
  - a. The name of the Person receiving services, the service activity and number of service units being provided, and the name(s) and level (BC1, BC2, or BC3) of the staff member providing the service;
  - b. DHS/DSPD certification of all of Contractor's staff delivering this service;

- c. Documentation of BSP training(s) provided by the Contractor's staff member to the individuals implementing the BSP, with topic, dates, names of attendees; and
- d. An approved referral as evidenced on DHS/DSPD Direct Services Authorization Form 1056 in the case of those receiving supports from DHS/DSPD, or on an alternative written document in the case of those awaiting services that assures compliance with DHS/DSPD eligibility requirements and can be compared with invoices.

H. Rates

BC1 is a quarter hour, one-to-one (1:1) service.

## BEHAVIOR CONSULTATION II (BC2)

### A. General Description:

Behavior Consultation II (BC2) services provide individually designed one-to-one interventions to replace the Person's targeted behaviors with socially acceptable appropriate behaviors that increase the Person's ability to be integrated into the community. BC2 services may be provided at the Person's home, a programmatic setting, or other naturally occurring environment in the community. The BC2 Contractor provides services to Persons with serious but not potentially life-threatening behavior problems that may be complicated by medical or other factors. BC2 services shall be based upon positive behavior supports and applied behavior analysis. BC2 services include a complete Functional Behavior Assessment of the targeted behaviors, development of a Behavior Support Plan (BSP), monitoring the implementation of the BSP, training of caregivers and support staff to implement the BSP, monthly evaluation of the effectiveness of and periodic reassessment of the BSP. The Contractor receives referrals for BC2 services through the DHS/DSPD Behavior Consultant Coordinator or designated DHS/DSPD staff.

### B. Limitations: The Contractor shall **not**:

1. Provide or bill DHS/DSPD for any Behavior Consultation Service (BC1, BC2, or BC3) unless the Contractor is the sole provider to the Person served of all behavior consultation services prescribed in the Person's PCSP; however, this limitation may be waived on the prior written approval of the DHS/DSPD Associate Director.
2. Provide direct care for the Person or transport Persons for whom the Contractor is simultaneously providing behavioral consultation services.
3. Design a BSP that includes any of the following:
  - a. Corporal punishment, examples: slapping, hitting, and pinching;
  - b. Demeaning speech to a Person that ridicules or is abusive;
  - c. Seclusion -- defined as locked confinement in a room;
  - d. Use electric devices or other painful stimuli to manage behavior;
  - e. Deny or restrict access to assistive technology; except where removal prevents injury to self, others, or property; or
  - f. Withhold meals as a consequence or punishment for problem behavior.

4. Provide this service where it is available to Persons who might otherwise receive this service through the Medicaid State Plan or any other funding source.
5. Allow BC2 services by a staff member who is separated from employment as a BC2 provider *for cause*. If that occurs, the BC2 provider shall be immediately de-certified by DHS/DSPD and shall not be eligible for reinstatement of his/her certification to provide BC2 services. However, should the separation from employment as a BC2 provider for cause be reversed by a court or agency of appropriate jurisdiction, then such certification to provide BC2 services will be immediately restored by DHS/DSPD.

C. Population Served:

All Persons served shall have special behavioral needs assessed as being severe but not life threatening, such as significant or persistent aggression, serious self-injurious behavior, or property destruction.

D. Contractor's Staff Qualifications:

The Contractor shall ensure its BC2 staff possess at least one year of experience in the provision of services to Persons with ID.RC or ABI and shall also be:

1. A Board Certified Assistant Behavior Analyst; OR
2. A post-graduate with a degree of at least a Masters level in a behaviorally-related field granted by an accredited American or Canadian institution of higher learning; OR
3. A student enrolled in a program leading to certification as a Board Certified Assistant Behavior Analyst as follows:
  - a. A student enrolled (meaning actively engaged in University coursework) in a Behavior Consultant assistant Behavior Analyst (BCaBA) course sequence approved by the Behavior Analyst Certification Board (BACB) from an accredited University and supervised by a Board Certified Assistant Behavior Analyst as outlined in the BACB Experience Standards. The BACB approved BCaBA course sequence shall be completed, all required supervision hours shall be obtained and the BCaBA exam shall be passed within 18 months; OR
  - b. A student that has completed a BACB approved BCaBA course sequence but has not obtain all the required supervision hours and is supervised by a Board Certified Assistant Behavior Analyst as outlined in the BACB Experience Standards. The supervision requirements shall be completed and the BCaBA exam shall be passed within 6 months.

- c. Any staff enrolled in a program or seeking supervision hours leading to certification as a Board Certified Assistant Behavior Analyst shall:
  - (1) Be actively accruing supervision hours as outlined in the BACB Experience Standards;
  - (2) Upon completion of the BACB approved course sequence and after obtaining the required supervision hours, apply for the first available testing date offered by the BACB; and
  - (3) Not fail any course that is part of the BACB approved BCaBA course sequence.

The Contractor shall provide to DHS/DSPD: school transcripts, and/or classroom schedules, supervisor's BCBA certification if not already contracted with DHS/DSPD, contact information and any other documentation requested by DHS/DSPD evidencing compliance with the above process. The Contractor shall provide such documentation within 3 business days of request.

E. Specific Training Requirements. The Contractor shall ensure its BC2 staff meets the following training requirements):

- 1. Receive specific staff training that prepares them to complete the critical job functions for this service (and achieve competency as determined by the Contractor using a measurable learning assessment). Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
- 2. Successfully complete a training course in the provision of positive behavioral supports provided by DHS/DSPD and approved by the State Medicaid Agency and shall successfully pass a learning assessment at the conclusion of the course.
- 3. The Contractor shall certify in writing that its staff providing ABI services has completed training and are qualified in the following areas:
  - a. Effects of brain injuries on behavior;
  - b. Transitioning from hospitals to community support programs including available resources;
  - c. Functional impact of brain injury;
  - d. Health and medication;



- e. Role of the direct-care and direct-care supervisory staff relating to the treatment and rehabilitation process;
- f. PCSP and BSP supports; and
- g. Awareness of the family's perspective on the brain injury.

F. Contractor's Service Requirements: The Contractor shall:

1. Provide behavioral intervention procedures that are in accordance with DHS/DSPD Administrative Code, Rule R539-4.
2. In all BSPs, emphasize a positive approach with effective treatment designed to acquire and maintain adaptive behaviors and prevent problem behaviors.
3. Conduct and submit a Functional Behavioral Assessment.

Prior to creating a BSP, the Contractor shall conduct and submit a summary of the Functional Behavioral Assessment to the Person's Support Coordinator. The Contractor's written Functional Behavior Assessment shall include a description of the assessment process or name of a published validated assessment tool, the date the assessment was conducted, the name of the staff completing the assessment and the names of the respondents or others involved if applicable. The Contractor shall use different validated assessment tools and processes depending on the individual needs of the Person; however, all of the Contractor's assessments shall result in the following information being clearly documented:

- a. Description of the problem behavior(s) including an operational definition for each target behavior;
  - b. Prediction of the circumstances in which the problem behavior is most likely to occur;
  - c. Identification of the function of the problem behavior(s); and
4. Ensure all BSPs are in writing and include the following information:
    - a. Summary or hypothesis statement(s) that clarify the antecedent-behavior-consequence relationships:
      - (1) Describing the critical problem behavior;
      - (2) Predicting the circumstances in which the problem behavior is most likely to occur; and
      - (3) Identifying the function of the problem behavior.
    - b. Baseline data with the date the data was collected.
    - c. Behavioral objectives written in measurable and observable terms.

- d. Data collection procedures that measure progress toward the BSP objectives that decrease problem behavior and increase replacement behavior.
  - e. Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff/supporters addressing the following areas:
    - (1) Prevention procedures designed to decrease the need for the problem behavior.
    - (2) Planned responses and consequences for when the problem behavior occurs, this includes safety issues and efforts to minimize reinforcement for the problem behavior.
    - (3) Teaching or increasing replacement behaviors.
    - (4) When appropriate, the BSP shall also address generalization, maintenance, and fading procedures.
  - f. Name and title of the Contractor/Staff who developed the BSP and name of the staff(s) responsible for supervising the implementation of the BSP.
  - g. Graphed data of the primary problem behavior(s) updated at least every 3 months for visual analysis.
  - h. The written approved BSP shall be available to all Persons involved in implementing and supervising the BSP.
5. Provide a written Monthly Summary when BC2 services are provided and complete and forward the Monthly Summary to the Person's Support Coordinator (see Record Keeping). The Contractor's Monthly Summary shall include the following:
- a. The name of the Person receiving services, the service activity and number of service units being provided, and the name(s) and level (BC1, BC2, or BC3) of the staff(s) providing the service;
  - b. The time period covered by the Monthly Summary;
  - c. Summary of data collected regarding problem behaviors to decrease and replacement behaviors to increase and other incidents or pertinent information relevant to the BSP. If applicable, include any updates on the progress toward any recommendations from the preceding Monthly Summary;
  - d. An evaluation of the effectiveness of the BSP;
  - e. Recommendations for changes in the BSP, other needed behavior consultation services or related activities, or a statement that the BSP needs to be continued as written; and

- f. The name of the Contractor's staff who wrote the Monthly Summary.

G. Record Keeping and Written Documentation:

The Contractor shall submit a copy of the following information to the Person's Support Coordinator within the time requirements listed below, and shall maintain a copy on file in the Person's records:

1. The Contractor's initial Functional Behavior Assessment shall be completed pursuant to the requirements of F. 3., above and forwarded to the Person's Support Coordinator within 30 days of receiving a referral from DHS/DSPD and as reflected on the Person's PCSP Action Plan. An update to an existing Functional Behavior Assessment shall be completed and forwarded to Person's Support Coordinator within 30 days of receiving a referral on the Person's PCSP Action Plan, written request from the Person's Support Coordinator following a team meeting, or as indicated by the Contractor's BC2 Monthly Summary recommendation.
2. The initial BSP shall be completed and forwarded to the Person's Support Coordinator within 30 days of completion of the initial Functional Behavior Assessment. An update to an existing BSP shall be completed within 30 days of completion of the updated Functional Behavior Assessment or within 30 days of receiving a referral on the Person's PCSP Action Plan, written request from the Person's Support Coordinator following a Person's team meeting, or as indicated by the Contractor's BC2 Monthly Summary recommendation.
3. Monthly Summaries shall be completed and forwarded to the Person's Support Coordinator within 15 days after the end of the month documenting and evaluating the previous month's service.
4. The Contractor shall develop and maintain written documentation to support the following:
  - a. The name of the Person receiving services, the service activity and number of service units being provided, and the name(s) and level (BC1, BC2, or BC3) of the staff providing the service;
  - b. DHS/DSPD certification of all of Contractor's staff delivering this service;
  - c. Documentation of BSP training(s) provided by the Contractor's staff to the individuals implementing the BSP, with topic, dates, names of attendees; and
  - d. An approved referral as evidenced on DHS/DSPD Direct Services Authorization Form 1056 in the case of those receiving supports from

DHS/DSPD, or on an alternative written document in the case of those awaiting services that assures compliance with DHS/DSPD eligibility requirements and can be compared with invoices.

H. Rates

BC2 is a quarter hour, one-to-one (1:1) service.

I. Limitations on Billings:

If BC2 services are being provided by a student enrolled in a program leading to certification as a Board Certified Assistant Behavior Analyst, the Contractor shall immediately stop billing BC2 services if a student:

1. Fails any course that is the part of a BACB approved BCaBA course sequence;  
OR
2. Takes longer than 18 months to complete course sequence, obtain all required supervision hours and pass the BCaBA exam; OR
3. After completing the BACB approved BCaBA course sequence, takes longer than 6 months to complete the supervision requirements and pass the BCaBA exam.

## BEHAVIOR CONSULTATION III (BC3)

### A. General Description:

Behavior Consultation III (BC3) services address or prevent crisis behavior problems for people with disabilities by providing one-to-one quarter hour behavior consultation with families and/or staff who support Persons with the most complex behavioral issues. BC3 services may be provided at the Person's home, a programmatic setting, or other naturally occurring environment in the community. BC3 services focus on the most involved and complex, difficult, dangerous, potentially life-threatening and resistant to change problems. In addition, the Person has failed intervention, is frightening to others and is severely limited to activities and opportunities they could otherwise access. The Person's problems are complicated by or derive from multiple etiological factors. Interventions used by the BC3 Contractor to address problem behavior shall be based upon the principles of applied behavior analysis and focus on positive behavior supports. The BC3 Contractor may provide consultation on behavior supports to DHS/DSPD staff who work in DHS/DSPD offices. The Contractor receives referrals for BC3 services through the DHS/DSPD Behavior Consultant Coordinator or designated DHS/DSPD staff.

### B. Limitations: The Contractor shall **not**:

1. Provide or bill DHS/DSPD for any Behavior Consultation Service (BC1, BC2, or BC3) unless the Contractor is the sole provider to the Person served of all behavior consultation services prescribed in the Person's PCSP; however, this limitation may be waived on the prior written approval of the DHS/DSPD Associate Director.
2. Provide direct care for the Person or transport Persons for whom the Contractor is simultaneously providing behavioral consultation services.
3. Design a BSP that includes any of the following:
  - a. Corporal punishment, examples: slapping, hitting, and pinching;
  - b. Demeaning speech to a Person that ridicules or is abusive;
  - c. Seclusion -- defined as locked confinement in a room;
  - d. Use electric devices or other painful stimuli to manage behavior;
  - e. Deny or restrict access to assistive technology; except where removal prevents injury to self, others, or property; or
  - f. Withhold meals as a consequence or punishment for problem behavior.

4. Provide this service where it is available to Persons who might otherwise receive this service through the Medicaid State Plan or any other funding source.
5. Allow BC3 services by a staff who is separated from employment as a BC3 provider *for cause*. If that occurs, the BC3 provider shall be immediately de-certified by DHS/DSPD and shall not be eligible for reinstatement of his/her certification to provide BC3 services. However, should the separation from employment as a BC3 provider for cause be reversed by a court or agency of appropriate jurisdiction, then such certification to provide BC3 services will be immediately restored by DHS/DSPD.

C. Population Served:

All Persons served shall have the most complex, refractory and involved behavior problems that are potentially dangerous and life-threatening if left unattended.

D. Contractor's Staff Qualifications:

The Contractor shall ensure its BC3 staff possess at least one (1) years' experience working with those with ID.RC or ABI and shall be:

1. A Board Certified Behavior Analyst (BCBA); OR
2. A post-graduate with a degree of at least a doctoral level in a field related to behavior management, granted by an accredited American or Canadian institute of higher learning and a combination of education, training and experience equivalent to that required for certification as a Board Certified Behavior Analyst; OR
3. Licensed by the State of Utah DOPL as a Psychologist pursuant to Utah Code § 58-61, and successfully complete two semester long graduate courses in behavior analysis; OR
4. Enrolled in a program leading to certification as a Board Certified Behavior Analyst as follows:
  - a. Possess at least a Bachelor's degree and currently be enrolled (meaning actively engaged in University coursework) in a BCBA course sequence approved by the Behavior Analyst Certification Board (BACB) from an accredited University and is supervised by a Board Certified Behavior Analyst as outlined in the BACB Experience Standards. The BACB approved BCBA course sequence shall be completed, all required supervision hours shall be obtained and the BCBA exam shall be passed within 24 months; OR

- b. Possess a Master's degree and transcript documenting completion of a BCBA course sequence approved by the BACB and is supervised by a Board Certified Behavior Analyst as outlined in the BACB Experience Standards. The supervision requirements shall be completed and the BCBA exam shall be passed within 6 months.
- c. Any staff enrolled in a program or seeking supervision hours leading to certification as a Board Certified Behavior Analyst shall:
  - (1) Be actively accruing supervision hours as outlined in the BACB Experience Standards;
  - (2) Upon completion of the BACB approved course sequence and after obtaining the required supervision hours, apply for the first available testing date offered by the BACB; and
  - (3) Not fail any course that is part of the BACB approved BCBA course sequence.

The Contractor shall provide to DHS/DSPD: school transcripts, and/or classroom schedules, supervisor's BCBA certification if not already contracted with DHS/DSPD, contact information, and other documentation requested by DHS/DSPD evidencing compliance with above process. The Contractor shall provide such documentation within 3 business days of request.

- E. Specific Training Requirements. The Contractor shall ensure its BC3 staff meets the following training requirements):
  - 1. Receive specific staff training that prepares them to complete the critical job functions for this service (and achieve competency as determined by the Contractor using a measurable learning assessment). Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  - 2. Successfully complete a training course in the provision of positive behavioral supports provided by DHS/DSPD and approved by the State Medicaid Agency and shall successfully pass a learning assessment at the conclusion of the course.
  - 3. The Contractor shall certify in writing that its staff providing ABI services has completed training and are qualified in the following areas:
    - a. Effects of brain injuries on behavior;
    - b. Transitioning from hospitals to community support programs including available resources;

- c. Functional impact of brain injury;
- d. Health and medication;
- e. Role of the direct-care and direct-care supervisory staff relating to the treatment and rehabilitation process;
- f. PCSP and BSP supports; and
- g. Awareness of the family's perspective on the brain injury.

F. Contractor's Service Requirements: The Contractor shall:

- 1. Provide behavioral intervention procedures that are in accordance with DHS/DSPD Administrative Code, Rule R539-4.
- 2. In all BSPs, emphasize a positive approach with effective treatment designed to acquire and maintain adaptive behaviors and prevent problem behaviors.
- 3. Conduct and submit a Functional Behavioral Assessment.

Prior to creating a BSP, the Contractor shall conduct and submit a summary of the Functional Behavioral Assessment to the Person's Support Coordinator. The Contractor's written Functional Behavior Assessment shall include a description of the assessment process or name of a published validated assessment tool, the date the assessment was conducted, the name of the staff completing the assessment and the names of the respondents or others involved if applicable. The Contractor shall use different validated assessment tools and processes depending on the individual needs of the Person; however, all of the Contractor's assessments shall result in the following information being clearly documented:

- a. Description of the problem behavior(s) including an operational definition for each target behavior;
  - b. Prediction of the circumstances in which the problem behavior is most likely to occur;
  - c. Identification of the function of the problem behavior(s); and
4. Ensure all BSPs are in writing and include the following information:
- a. Summary or hypothesis statement(s) that clarify the antecedent-behavior-consequence relationships:
    - (1) Describing the critical problem behavior;
    - (2) Predicting the circumstances in which the problem behavior is most likely to occur; and



- (3) Identifying the function of the problem behavior.
  - b. Baseline data with the date the data was collected.
  - c. Behavioral objectives written in measurable and observable terms.
  - d. Data collection procedures that measure progress toward the BSP objectives that decrease problem behavior and increase replacement behavior.
  - e. Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff/supporters addressing the following areas:
    - (1) Prevention procedures designed to decrease the need for the problem behavior.
    - (2) Planned responses and consequences for when the problem behavior occurs, this includes safety issues and efforts to minimize reinforcement for the problem behavior.
    - (3) Teaching or increasing replacement behaviors.
    - (4) When appropriate, the BSP shall also address generalization, maintenance, and fading procedures.
  - f. Name and title of the Contractor/staff who developed the BSP and name of the staff(s) responsible for supervising the implementation of the BSP.
  - g. Graphed data of the primary problem behavior(s) updated at least every 3 months for visual analysis.
  - h. The written approved BSP shall be available to all Persons involved in implementing and supervising the BSP.
5. Provide a written Monthly Summary when BC3 services are provided and complete and forward the Monthly Summary to the Person's Support Coordinator (see Record Keeping). The Contractor's Monthly Summary shall include the following:
  - a. The name of the Person receiving services, the service activity and number of service units being provided, and the name(s) and level (BC1, BC2, or BC3) of the staff(s) providing the service;
  - b. The time period covered by the Monthly Summary;
  - c. Summary of data collected regarding problem behaviors to decrease and replacement behaviors to increase and other incidents or pertinent information relevant to the BSP. If applicable, include any updates on the progress toward any recommendations from the preceding Monthly Summary;
  - d. An evaluation of the effectiveness of the BSP;

- e. Recommendations for changes in the BSP, other needed behavior consultation services or related activities, or a statement that the BSP needs to be continued as written; and
- f. The name of the Contractor's staff who wrote the Monthly Summary.

G. Record Keeping and Written Documentation:

The Contractor shall submit a copy of the following information to the Person's Support Coordinator within the time requirements listed below, and shall maintain a copy on file in the Person's records:

1. The Contractor's initial Functional Behavior Assessment shall be completed pursuant to the requirements of F. 3., above and forwarded to the Person's Support Coordinator within 30 days of receiving a referral from DHS/DSPD and as reflected on the Person's PCSP Action Plan. An update to an existing Functional Behavior Assessment shall be completed and forwarded to Person's Support Coordinator within 30 days of receiving a referral on the Person's PCSP Action Plan, written request from the Person's Support Coordinator following a team meeting, or as indicated by the Contractor's BC3 Monthly Summary recommendation.
2. The initial BSP shall be completed and forwarded to the Person's Support Coordinator within 30 days of completion of the initial Functional Behavior Assessment. An update to an existing BSP shall be completed within 30 days of completion of the updated Functional Behavior Assessment or within 30 days of receiving a referral on the Person's PCSP Action Plan, written request from the Person's Support Coordinator following a Person's team meeting, or as indicated by the Contractor's BC3 Monthly Summary recommendation.
3. Monthly Summaries shall be completed and forwarded to the Person's Support Coordinator within 15 days after the end of the month documenting and evaluating the previous month's service.
4. The Contractor shall develop and maintain written documentation to support the following:
  - a. The name of the Person receiving services, the service activity and number of service units being provided, and the name(s) and level (BC1, BC2, or BC3) of the staff providing the service;
  - b. DHS/DSPD certification of all of Contractor's staff delivering this service;
  - c. Documentation of BSP training(s) provided by the Contractor's staff to the individuals implementing the BSP, with topic, dates, names of attendees; and

- d. An approved referral as evidenced on DHS/DSPD Direct Services Authorization Form 1056 in the case of those receiving supports from DHS/DSPD, or on an alternative written document in the case of those awaiting services that assures compliance with DHS/DSPD eligibility requirements and can be compared with invoices.

H. Rates

BC3 is a quarter hour, one-to-one (1:1) service.

I. Limitations on Billings:

If BC3 services are being provided by staff enrolled in a program leading to certification as a Board Certified Behavior Analyst, the Contractor shall immediately stop billing BC3 services if a student:

1. Fails any course that is part of a BACB approved BCBA course sequence; OR
2. Takes longer than 24 months to complete course sequence, obtain all required supervision hours and pass the BCBA exam; OR
3. After completing the BACB approved BCBA course sequence, takes longer than 6 months to complete the supervision requirements and pass the BCBA exam.

## **CHORE SERVICES (CHA)**

### **A. General Description:**

Chore Services (CHA) is a one-to-one (1:1) quarter hour service that helps maintain a clean, sanitary, and safe living environment for Persons with disabilities who are unable to complete chore activities on their own. CHA includes heavy household chores such as washing floors, windows, and walls; snow removal, lawn care, tacking down loose rugs and tiles; and moving heavy items of furniture in order to provide safe access and egress. CHA is not a skills training service.

### **B. Limitations: The Contractor shall **not**:**

1. Provide or bill DHS/DSPD for CHA services where a relative, caregiver, landlord, community/volunteer agency, or third-party payer is capable of or responsible for providing this service.
2. Bill DHS/DSPD for CHA services in the case of rental property, if the services contained within this scope of work are the responsibility of the landlord.
3. Bill DHS/DSPD for CHA services to Persons who are receiving services billed under the following services codes:
  - a. Extended Living Supports (**ELS**),
  - b. Professional Parent Supports (**PPS**),
  - c. Home Host Supports (**HHS**),
  - d. Residential Habilitation Supports (**RHS**),
  - e. Supported Living (**SL1, SLH & SLN**).
4. Provide or bill DHS/DSPD for CHA services provided to youth in the custody of the State of Utah, Division of Child and Family Services.

### **C. Contractor's Administrative Requirements:**

**Policies and Procedures:** The Contractor shall have established policies and procedures, a copy of which shall be maintained and readily accessible at each program site (Person's home). These policies and procedures shall:

1. Demonstrate the development and posting of an evacuation plan in each program site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills; and
2. Govern the handling, storage, disposal and theft prevention of medication.

### **D. Contractor's Staff Qualifications: The Contractor shall ensure its staff providing CHA services:**

1. Demonstrate competency as determined by the Contractor (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.
  2. Are capable of heavy lifting and physically completing all required tasks.
- E. Specific Staff Training Requirements: The Contractor shall ensure its CHA staff are trained in the following:
1. Maintaining a clean, sanitary, and safe living environment in the Person's home;
  2. Completing the critical job functions for this service and orienting them to the Person being supported by this service; and
  3. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the Effects of brain injuries on behavior.
- F. Contractor's Direct Service Requirements:
1. Person-Centered Planning: The Contractor shall participate in and comply with the requirements of the DHS/DSPD PCSP in providing services and shall:
    - a. Implement the applicable portion of the Person's PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
    - b. Once the PCSP has been developed, orient the Person to that part of the plan that is applicable to the Contractor and ensure the Person is involved in its implementation.
  2. Contractor shall provide typically occurring household maintenance and cleaning chores as specified in the Person's PCSP that may involve heavy lifting and moving of heavy items such as furniture, appliances, and equipment as well as snow removal and lawn care and maintenance.
- G. Rate:
- CHA is a quarter hour, one-to-one (1:1) service.

## COMPANION SERVICES (COM)

### A. General Description:

Companion Services (COM) are one-to-one (1:1) quarter hour and daily non-medical care, supervision, and socialization services for functionally impaired adults.

Companions may assist or supervise the Person with such tasks as meal preparation, laundry, and shopping, but do not perform these services as discrete services.

Companions do not provide hands-on nursing care. Companions may perform light housekeeping tasks that are incidental to the care and supervision of the Person. COM is provided in accordance with the Person's PCSP and is not purely diversional in nature.

Personal Assistance (PAC) services are included under this code.

### B. Limitations: The Contractor shall not:

1. Provide or bill DHS/DSPD for COM services to Persons who are receiving services billed under the following services codes:
  - a. Extended Living Supports (**ELS**),
  - b. Professional Parent Supports (**PPS**),
  - c. Home Host Supports (**HHS**),
  - d. Residential Habilitation Supports (**RHS**),
  - e. Supported Living (**SL1, SLH & SLN**).
2. Provide or bill DHS/DSPD for COM services to Persons who are receiving Day Support or Supported Employment services that occur during the same hours of the day.
3. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
4. Provide or bill DHS/DSPD for COM services provided to youth in the custody of the State of Utah, Division of Child and Family Services.

### C. Staff Qualifications:

The Contractor shall ensure its staff demonstrate competency as determined by the Contractor (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.

- D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.
1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  2. Receive training in the following areas:
    - a. Identification of common medications, their effects, purpose and side effects;
    - b. Recording and documentation of self-administration of medications;
    - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
    - d. DHS/DSPD approved behavior management techniques and crisis management services.
  3. Receive training specific to the Person in the following areas:
    - a. Identification of medications and medication side effects;
    - b. Recognition of illness or symptoms of health deterioration;
    - c. Dietary issues;
    - d. Critical health care issues;
    - e. Swallowing and eating difficulties;
    - f. Principles of age appropriate community inclusion and natural support development;
    - g. Preferences and non-negotiable routines; and
    - h. Significant functional limitations and disabling conditions.
  4. Key elements of the Americans with Disabilities Act.

5. PCSP development.
  6. How to develop and support the Person's preferred recreational and leisure activities.
  7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
    - a. Effects of brain injuries on behavior,
    - b. Transitioning from hospitals to community support programs including available resources,
    - c. Functional impact of brain injury,
    - d. Health and medication,
    - e. Role of the direct-care staff relating to the treatment and rehabilitation process,
    - f. PCSP and BSP supports, and,
    - g. Awareness of the family's perspective on the brain injury.
- E. Contractor's Administrative Requirements: The Contractor shall:
1. Provide emergency procedures for fire and other disasters.
  2. Develop and implement a policy to govern the handling, storage, disposal and theft prevention of medication.
  3. Develop and implement a procedure regarding the nutrition of the Person.
- F. Contractor's Direct Service Requirements:
1. Person-Centered Planning: The Contractor shall participate in and comply with the requirements of the DHS/DSPD PCSP in providing services and shall:
    - a. Implement the applicable portion of the Person's PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
    - b. Once the PCSP has been developed, orient the Person to that part of the plan that is applicable to the Contractor and ensure the Person is involved in its implementation.



- c. Develop and implement Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Person's Personal Funds:
- a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team immediately after resolving the emergency situation, and seek approval of the Contractor's actions. The Contractor's staff shall document the emergency and the Person's team approval and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to emergency situations.
  - b. The Contractor shall not accept cash or allow the Person to make purchases from the Contractor or the Contractor's staff. The Contractor shall not accept, or allow its staff to receive, checks from the Person unless approved in writing from the Person's team in the event of an emergency loan, or under the circumstances in paragraph (1) below. The Contractor shall ensure the Person has access to personal finances in order to cover anticipated expenditures.

The Contractor may receive payments from the Person as follows:

- (1) reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and
  - (2) room and board charges.
- c. The Contractor's staff shall not loan or give money to a Person except in case of an emergency. Neither the Contractor nor its staff shall accept money or a loan from a Person served pursuant to this Contract except as specified in 2. b. above.
  - d. Belongings with a purchase price or value of \$50.00 or more shall be inventoried. The inventory shall also include other items of significance to the person which may cost less than \$50.00. The inventory shall be maintained on an ongoing basis and reviewed annually. Discarded items

shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the person/representative and one of the Contractor's staff or two of the Contractor's staff, if the person/representative is not available. Personal possessions shall be released to the person/representative whenever the person moves.

3. Health and Safety Requirements: The Contractor or the Contractor's staff shall:
  - a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.
  - b. Ensure Persons receive training and assistance to:
    - (1) Identify primary health care practitioners;
    - (2) Obtain dental and physical examinations;
    - (3) Safely follow physician's or other health care professional's orders;
    - (4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and,
    - (5) Document the frequency, dosage, and type of medication taken.
  - c. Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's team.
  - d. Immediately contact the appropriate medical professional to report the discovery of any prescribed medication error, including but not limited to actual missed or suspected missed dosage, misadministration of medication, medication administered at the wrong time, or failure to follow laboratory survey schedule.
  - e. Document in the Person's medical data sheet any medication errors that occur and report the medication error(s) to the Person's Support Coordinator and the Contractor's Director or designee within 24 hours of discovery.
  - f. Notify the Person's Support Coordinator and Person's legal representative/guardian within 24 hours of the development of a medical issue for the Person served, such as illness requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.



- (6) Vehicles used for transporting Persons have working door locks. Doors are locked at all times while the vehicle is moving.
- (7) Persons arrive safely at the scheduled time and arranged destination, that no Person is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

6. Access to Community Services:

The Contractor shall assist the Person in accessing community services and resources, including but not limited to finding housing, applying for food stamps, and obtaining Social Security benefits.

G. Rate:

COM is a one-to-one (1:1) service with a quarter hour and daily rate. If a Person requires more than six hours a day of COM, then the daily rate shall be used. Payments for COM services are not made for room and board.

## **DAY SUPPORTS GROUP (DSG)**

### **A. General Description:**

Day Supports Group (DSG) provides daily support, supervision and training for groups of children or adults with ID.RC and ABI. DSG provides a safe, non-residential, community habilitation program in a structured programmatic setting, other naturally occurring environment, or community setting where people can gather in groups during the day to avoid becoming isolated and participate in and contribute to their community. DSG maintains or improves a Person's job-readiness skills, work abilities, dexterity, stamina, memory, personal safety, interpersonal relations, self-help, communication, mobility and other functional abilities and life skills. Daily DSG may be used to provide appropriate staff to maintain the health and safety of Persons during provision of Motor Transportation Payment (MTP) services so long as Persons in groups receiving daily DSG at the same time as MTP, receive an average of six hours of habilitative support a day. Daily DSG programs should be operational for at least 7.5 hours on regular business days to allow for staggered arrivals and departures.

### **B. Limitations: The Contractor shall not:**

1. Provide DSG services in the Person's home or residence, as this service is primarily intended to be operated from a structured facility-based setting within the community. The Contractor may do so only with prior written approval from the Person's Support Coordinator and the DHS/DSPD Administrative Program Manager (APM).
2. Provide DSG services in a non-site setting or facility in which four or more Persons participate at any one time without being licensed in accordance with Utah Administrative Code, Rule R501.
3. Bill DHS/DSPD for services that are provided to the Person and paid for by the State of Utah Division of Vocational Rehabilitation.
4. Bill DHS/DSPD for services that are provided to the Person and paid for by the Person's Local Educational Authority (LEA).
5. Pay Persons receiving DSG services less than what is paid to other non-ID.RC or non-ABI employees providing similar labor. If the Contractor pays a Person less than the minimum wage, the Contractor shall have a certificate pursuant to Section 14 (C) of the Fair Labor Standards Act from the Federal Department of Labor permitting payment of a sub-minimum wage.
6. Provide transportation or bill DHS/DSPD for transporting Persons to and from the location where DSG services are delivered.

7. Bill DHS/DSPD for DSG provided on the same day that Extended Living Supports (ELS) are provided.
8. Bill DHS/DSPD for DSG at the same hours of the day as any other service except for MTP, BC1, BC2, BC3, PM1 or PM2.
9. Provide DSG on legal holidays or days of school closure during the normal school year, and weekends for Persons who receive RHS, PPS, HHS and Daily COM.
10. Exceed the minimum allowable DSG staff supervision ratio of 1:8 (one [1] staff to eight [8] Person) unless specified on the Person's PCSP.
11. Provide one-to-one (1:1) staff/Person ratio DSG supports unless the following conditions are met:
  - a. One-to-one (1:1) staff/Person ratio DSG supports are considered to be intrusive and are to be used only in instances in which a documented need for 1:1 supports to preserve the health and welfare of the Person served is contained within that Person's PCSP, and the determination has further been made and documented in the Person's PCSP that no less intrusive supports would adequately maintain the Person's health and welfare.
  - b. All of the requirements contained in Section G, paragraph 8 below are met.
12. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
13. Provide or bill DHS/DSPD for DSG services when used as an after-school program.

C. Contractor's Qualifications:

If site based services are provided to four (4) or more Persons at any one time, the Contractor shall have a Day Treatment License through the DHS/OL and all applicable licenses as prescribed in Utah Administrative Code, Rule R501 to operate and provide the particular type of services being offered. A Contractor serving fewer than four (4) Persons shall be certified by DHS/DSPD as an authorized provider of services to Persons with disabilities in accordance with Utah Code § 62A-5-103.

D. Contractor's Staff Qualifications:

The Contractor shall ensure its direct-care and direct-care supervisory staff demonstrate competency in providing DSG services, as determined by the Contractor. In addition, all applicable education and training shall be completed before providing services for Persons without supervision.

- E. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 3 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 4 through 7 within 6 months of employment.
1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  2. Receive training in the following areas:
    - a. Identification of common medications, their effects, purpose and side effects;
    - b. Recording and documentation of self-administration of medications;
    - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
    - d. DHS/DSPD approved behavior management techniques and crisis management services.
  3. Receive training specific to the Person in the following areas:
    - a. Identification of medications and medication side effects;
    - b. Recognition of illness or symptoms of health deterioration;
    - c. Dietary issues;
    - d. Critical health care issues;
    - e. Swallowing and eating difficulties;
    - f. Principles of age appropriate community inclusion and natural support development;
    - g. Preferences and non-negotiable routines; and
    - h. Significant functional limitations and disabling conditions.
  4. Key elements of the Americans with Disabilities Act.

5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.
7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct-care staff relating to the treatment and rehabilitation process,
  - f. PCSP and BSP supports, and,
  - g. Awareness of the family's perspective on the brain injury.

F. Contractor's Administrative Service Requirements:

The Contractor shall have established policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:

- a). Demonstrate the development and posting of an evacuation plan in each program site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills, and
- b) provide provisions to govern the handling, storage, disposal and theft prevention of medication.

G. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services and the Contractor shall.
  - a. Implement the applicable portion of the Person's PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.



- b. Once the PCSP has been developed, orient the Person to that part of the plan that pertains to the Contractor and ensure that the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
  - e. Provide and maintain procedures for the provision of 1:1 staff/Person ratio DSG supports. One-to-one (1:1) staff/Person ratio DSG supports provide direct supervision to a single Person. Direct supervision means that the Person being supervised is under the uninterrupted visual and auditory surveillance of the Contractor doing the supervising. The Contractor shall ensure that all instances of the provision of 1:1 staff/Person ratio DSG supports comply with the requirements contained within this paragraph and Paragraph 8 below.
2. Maintain emergency procedures for fire and other disasters that require the development and posting of an evacuation plan for site-based services. In addition, the Contractor shall provide quarterly training on evacuation procedures to its staff and maintain documentation of quarterly evacuation drills.
  3. Ensure the presence of at least one staff trained by a certified instructor, in first aid and CPR on duty with Persons at all times.
  4. Ensure the presence of staff at each site who is responsible for supervision of the day to day operations of the site and for operation of the program.
  5. Develop and implement fiscal policies, such as internal controls that separate payments from funding sources, such policies shall be sufficient to ensure and document that any financial benefit realized by a Contractor as a result of a contract with a federal, state, county, city or other agency to use the Contractor's facility, was of benefit to the Persons receiving DSG.
  6. Develop and implement procedures regarding BSPs and behavioral intervention procedures that comply with Administrative Code, Rule R539-4.
  7. Develop and implement procedures that assure proper nutrition of the Person during periods of the provision of DSG.
  8. One-to-One Staff/Person Ratio DSG Supports:

In all instances in which 1:1 staff/Person ratio DSG supports are provided, the Contractor shall demonstrate that it has investigated the availability and practicality of utilizing adaptive or assistive equipment and technology to meet the needs of the Person served. Such investigation shall be certified to in writing in the Person's record, and the results shall be provided to the Person's team. The Contractor shall utilize available assistive or adaptive technology whenever it has been determined that doing so will enhance the Person's freedom and will not adversely affect the Person's health and welfare.

H. Record Keeping:

In addition to the General Requirements for record keeping, the Contractor shall maintain accurate records, such as attendance records and timesheets, of all instances of service delivery.

I. Rate:

DSG is based on a daily rate. Services that are provided for six hours or more per day are billed at a rate not to exceed that for six hours.

## **DAY SUPPORTS FOR AN INDIVIDUAL (DSI)**

### **A. General Description:**

Day Supports [for an] Individual (DSI) provides one-to-one support, supervision and training for a child or adult (Person). DSI may be provided as a daily or quarter-hour service. DSI provides a safe, non-residential, community habilitation program in a structured programmatic setting, other naturally occurring environment or community setting where a Person can receive supports during the day to avoid becoming isolated and to participate in and contribute to his or her community. DSI maintains or improves a Person's job-readiness skills, work abilities, dexterity, stamina, memory, personal safety, interpersonal relations, self-help, communication, mobility and other functional abilities and life skills. DSI contractors provide transportation associated with the provision of individual day supports.

### **B. Limitations: The Contractor shall not:**

1. Provide DSI services in the Person's home or residence, as this service is primarily intended to be operated from a structured facility-based setting within the community. The Contractor may do so only with prior written approval from the Person's Support Coordinator.
2. Provide DSI services in a non-site setting or facility in which four or more Persons participate at any one time without being licensed in accordance with Utah Administrative Code, Rule R501.
3. Bill DHS/DSPD for services that are provided to the Person and paid for by the State of Utah Division of Vocational Rehabilitation.
4. Bill DHS/DSPD for services that are provided to the Person and paid for by the Person's Local Educational Authority (LEA).
5. Pay Persons receiving DSI services less than what is paid to other non-ID.RC or non-ABI employees providing similar labor. If the Contractor pays a Person less than the minimum wage, the Contractor shall have a certificate pursuant to Section 14 (C) of the Fair Labor Standards Act from the Federal Department of Labor permitting payment of a sub-minimum wage.
6. Provide transportation or bill DHS/DSPD for transporting Persons to and from the location where DSI services are delivered.
7. Bill DHS/DSPD for DSI provided on the same day that Extended Living Supports (ELS) are provided.
8. Bill DHS/DSPD for DSI at the same hours of the day as any other service except for BC1, BC2, BC3, PM1 or PM2.

9. Provide DSI on legal holidays or days of school closure during the normal school year, sick days and weekends for Persons who receive RHS, PPS, HHS and Daily COM.
10. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.

C. Contractor's Staff Qualifications:

The Contractor shall ensure that its staff demonstrate competency in providing DSI services, as determined by the Contractor. In addition, all applicable education, and training shall be completed before performing any work for Persons without supervision.

D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 3 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 4 through 7 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following areas:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;

- d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
- 4. Key elements of the Americans with Disabilities Act.
  - 5. PCSP development.
  - 6. How to develop and support the Person's preferred recreational and leisure activities.
  - 7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
    - a. Effects of brain injuries on behavior,
    - b. Transitioning from hospitals to community support programs including available resources,
    - c. Functional impact of brain injury,
    - d. Health and medication,
    - e. Role of the direct-care staff relating to the treatment and rehabilitation process,
    - f. PCSP and BSP supports, and,
    - g. Awareness of the family's perspective on the brain injury.

E. Contractor's Administrative Requirements:

The Contractor shall have established policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall: a) Demonstrate the development and posting of an evacuation plan in each program site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills; and, b) Provide provisions to govern the handling, storage, disposal and theft prevention of medication.

F. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Participate in and comply with the requirements of the DHS/DSPD PCSP in providing services and shall.
  - a. Implement the applicable portion of the Person's PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that pertains to the Contractor and ensure that the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in the assessments and meet at least annually (within 12 months of the last Person Centered Process meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Provide emergency procedures for fire and other disasters that require the development and posting of an evacuation plan for site based services and quarterly training on evacuation procedures and documentation of quarterly evacuation drills.
3. Ensure the presence of at least one staff trained by a certified instructor, in first aid and CPR on duty with Persons at all times.
4. Ensure the presence of staff at each site who is responsible for supervision of the day-to-day operations of the site and for operation of the program.
5. Develop and implement fiscal policies, such as internal controls that separate payments from funding sources, such policies shall be sufficient to ensure and document that any financial benefit realized by a Contractor as a result of a contract with a federal, state, county, city or other agency to use the Contractor's facility, was of benefit to the Persons receiving DSI.
6. Develop and implement procedures regarding BSPs and behavioral intervention procedures that comply with Utah Administrative Code, Rule R539-4.
7. Develop and implement procedures that assure proper nutrition of the Person during periods of the provision of DSI.

G. Transportation: The Contractor shall:

1. Provide routine transportation to shopping and other community activities, based on the Contractor's and Person's team's reasonable and professional judgment.
2. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
3. Ensure its direct-care staff providing transportation meet the following requirements:
  - a. Persons are not left unattended in the vehicle.
  - b. Persons use seat belts and remain seated while the vehicle is in motion.
  - c. Keys are removed from the vehicle at all times when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
  - d. All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
  - e. Persons are transported in safety restraint seats when required by Utah State law.
  - f. Vehicles used for transporting Persons have working door locks and that doors are locked at all times while the vehicle is moving.
  - g. Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

H. Rate:

DSI is a daily rate. The daily rate is based on a declining quarter hour payment that decreases as the length of the day increases. DSI services that are provided for six hours or more per day are billed at a rate not to exceed that for the six hour daily rate.

## DAY SUPPORTS- PARTIAL DAY (DSP)

### A. General Description:

Day Supports- Partial Day (DSP) provides daily and quarter hour support, supervision and habilitation for Persons and groups of up to 20 children and adults with ID.RC in a single group, though multiple groups may be operated simultaneously. DSP provides a safe, non-residential, community habilitation program in a structured programmatic setting, other naturally occurring environment or community setting where people can gather in groups during the day *after normally occurring school or training activities* have ended for the day or week to avoid becoming isolated and participate in and contribute to their community. DSP maintains or improves a Person's dexterity, stamina, memory, personal safety, interpersonal relations, self-help, communication, mobility, hygiene and other functional abilities and life skills. Services may include assistance with feeding and toileting, and implementation of behavioral support plans. DSP may be used to provide appropriate staff to maintain the health and safety of Persons. DSP programs should be operational for at least four hours on regular business days to allow for staggered arrivals and departures, though this requirement may be waived under circumstances approved in writing by the DHS/DSPD Associate Director.

### B. Limitations: The Contractor shall **not**:

1. Provide or bill DHS/DSPD for DSP services for Persons who do not have ID.RC.
2. Provide or bill DHS/DSPD for DSP services in the Person's home or residence, as this service is primarily intended to be operated from a structured facility setting within the community unless the Contractor obtains the prior written approval from the Person's Support Coordinator and the DHS/DSPD Administrative Program Manager to operate in a non-facility based natural environment within the community such as a Person's residence.
3. Provide or bill DHS/DSPD for DSP services in a non-site setting or facility in which four or more Persons participate at any one time without being licensed in accordance with Utah Administrative Code R501. The Contractor shall not provide or bill DHS/DSPD for DSP services for 3 or fewer Persons without being certified by DHS/DSPD as an authorized provider of services to Persons with disabilities in accordance with Utah Code § 62A-5-103.
4. Provide or bill DHS/DSPD for DSP services that are provided to the Person and paid for by the Person's Local Education Authority (LEA), including transportation services.



5. Bill DHS/DSPD for payment for transportation of Persons to and from the location where DSP services are delivered, when transportation is available from any other source.
6. Bill DHS/DSPD for DSP services provided at the same hours of the day as any other service except for BC1, BC2, BC3, MTP, PM1 or PM2.
7. Provide or bill DHS/DSPD for DSP services in conjunction with or to supplement DSG or DSI services and shall NOT provide DSP services for Persons receiving DSG or DSI.
8. Exceed the maximum allowable DSP staff supervision ratio of 1:6 [one (1) staff to six (6) Persons].
9. Provide or bill DHS/DSPD for DSP services for more than four Persons in home settings at any time; this requirement includes the Contractor's own minor children under the age of 14 in the case of services provided in a Contractor's or Contractor's staff member's home.
10. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.

C. Contractor's Staff Qualifications:

The Contractor shall ensure its direct-care and direct-care supervisory staff demonstrate competency in providing DSP services, as determined by the Contractor. In addition, all applicable education, and training shall be completed before performing any work for Persons without supervision.

D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 and 6 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following areas:
  - a. Identification of common medications, their effects, purpose and side effects;

- b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following areas:
- a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration.
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.

E. Contractor's Administrative Service Requirements:

Contractor shall have established policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:

- a) Demonstrate the development and posting of an evacuation plan in each program site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills, and
- b) provide provisions to govern the handling, storage, disposal and theft prevention of medication.

F. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall.
  - a. Implement the applicable portion of the Person's PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that pertains to the Contractor and ensure that the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in the assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
  - e. Provide emergency procedures for fire and other disasters that require the development and posting of an evacuation plan for site based services and quarterly training on evacuation procedures and documentation of quarterly evacuation drills.
  - f. Ensure the presence of at least one staff trained by a certified instructor, in first aid and CPR on duty with Persons at all times.
  - g. Ensure the presence of staff at each site that is responsible for supervision of the day-to-day operations of the site and for operation of the program.
  - h. Develop and implement fiscal policies, such as internal controls, that separate payments from funding sources. Such policies shall be sufficient to ensure and document that any financial benefit realized by a Contractor as a result of a contract with a federal, state, county, city or other agency to use the Contractor facility, was of benefit to the Persons receiving DSP.
  - i. Develop and implement procedures regarding BSPs and behavioral intervention procedures that comply with Administrative Code R539-4.

- j. Develop and implement procedures that assure proper nutrition of the Person during periods of the provision of DSP, and shall be capable of providing maintenance and support of feeding.
2. Transportation: The Contractor shall:
- a. Provide routine transportation to shopping and other community activities, based on the Contractor's and Person's team's reasonable, professional judgment.
  - b. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
  - c. Ensure its direct-care staff providing transportation meet the following requirements:
    - (1) Persons are not left unattended in the vehicle.
    - (2) Persons use seat belts and remain seated while the vehicle is in motion.
    - (3) Keys are removed from the vehicle at all times when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
    - (4) All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
    - (5) Persons are transported in safety restraint seats when required by Utah State law.
    - (6) Vehicles used for transporting Persons have working door locks, and that doors are locked at all times while the vehicle is moving.
    - (7) Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

G. Rate:

DSP is offered as a quarter hour and daily rate. The Contractor shall not bill more than 24 quarter hour units (six hours) of DSP per service day except during periods of extended school closure (6 or more consecutive days). During periods of extended school closure, the Contractor may bill for up to 10 hours per service day. Anything less than 10 service hours shall be billed using the quarter hour rate. Ten or more service hours shall be billed using the daily rate.

## **EXTENDED LIVING SUPPORTS (ELS)**

### **A. General Description:**

Extended Living Supports (ELS) provide quarter hourly one-to-one or group supervision, socialization, personal care and supports for Persons who reside in a community living setting who normally attend an employment, day or school program. Usually, this service is provided for short periods of time, such as during times of illness, recovery from surgery, breaks from school and/or transition between service providers. ELS may also be used on a flexible basis to accommodate the Person's needs, such as time between the school day and when residential services begin if time between school and home fluctuates regularly. The focus of this support is an extension of the objectives/goals found in the Person's PCSP. When the Person shares staff with another consumer, the total number of hours billed for each individual will be reduced proportionately. The following services are included as part of the ELS code and shall not be reimbursed separately:

Chore Services (**CH1, CHA**)

Companion Services (**COM, CO1**)

Homemaker Services (**HS1, HSQ**)

Personal Assistance (**PA1, PAC**)

Routine, Non-medical Transportation (**DTP & MTP**)

### **B. Limitations: The Contractor shall **not**:**

1. Provide or bill DHS/DSPD for ELS services except to those Persons receiving the residential services of RHS, HHS or PPS as specified in the Persons' PCSP.
2. Provide or bill DHS/DSPD for ELS to children living in their parent's or legal guardian's home.
3. Provide or bill DHS/DSPD for CH1, CHA, COM, CO1, HS1, HSQ, PAC, PA1, DSG, DSI, SEE, SEI, SEC, SED, MTP or DTP services for Persons receiving services billed under the ELS service code.
4. Provide or bill DHS/DSPD for ELS services as a supplement to residential services except for approved absence days, including legal holidays or days of school closure during the normal school year, sick days, and weekends. .
5. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
6. Provide one-to-one (1:1) staff/Person ratio ELS supports unless the following conditions are met:
  - a. One-to-one (1:1) staff/Person ratio ELS supports are considered to be intrusive and are to be used only in instances in which a documented need

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for 1:1 supports to preserve the health and welfare of the Person served is contained within that Person's PCSP, and the determination has further been made and documented in the Person's PCSP that no less intrusive supports would adequately maintain the Person's health and welfare.

- b. All of the requirements contained in paragraph E.8. below are met.
- C. **Contractor's Staff Qualifications:** The Contractor shall ensure its direct-care and direct-care supervisory staff demonstrate competency (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.
- D. **Specific Training Requirements:** The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency in specific training areas 1 through 4 within 30 days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within six months of employment.
- 1. Receive specific staff training that prepares them to perform the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  - 2. Receive training in the following:
    - a. Identification of common medications, their effects, purpose and side effects;
    - b. Recording and documentation of self-administration of medications;
    - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
    - d. DHS/DSPD approved behavior management techniques and crisis management services.
  - 3. Receive training specific to the Person in the following:
    - a. Identification of medications and medication side effects;
    - b. Recognition of illness or symptoms of health deterioration;
    - c. Dietary issues specific;
    - d. Critical health care issues;

- e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
- 4. Key elements of the Americans with Disabilities Act.
  - 5. PCSP development.
  - 6. How to develop and support the Person's preferred recreational and leisure activities.
  - 7. The Contractor and the Contractor's staff providing ABI services shall demonstrate competence or awareness in the following areas:
    - a. Effects of brain injuries on behavior,
    - b. Transitioning from hospitals to community support programs including available resources,
    - c. Functional impact of brain injury,
    - d. Health and medication,
    - e. Role of the direct care staff relating to the treatment and rehabilitation process,
    - f. PCSP and BSP supports, and
    - g. Awareness of the family's perspective on the brain injury.
- E. Contractor's Direct Service Requirements: The Contractor shall ensure:
- 1. That residential services required in the Person's PCSP are delivered when the ELS service is provided.
  - 2. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:



- a. Implement the applicable portion of the PCSP's Action Plan. These may include a BSP, Action Plan, Psychotropic Medication Plan, staff instruction sheet, and data collection and/or task analysis sheet for skill training or other support.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that is applicable to the Contractor and ensure the Person is involved in its implementation.
  - c. Develop and implement Support Strategies for the Person. Contractor shall submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in assessments and meet at least annually (within 12 months of the last Person-Centered Process meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
  - e. Provide and maintain procedures for the provision of 1:1 staff/Person ratio ELS supports. One-to-one (1:1) staff/Person ratio ELS supports provide direct supervision to a single Person. Direct supervision means that the Person being supervised is under the uninterrupted visual and auditory surveillance of the Contractor or its direct-care staff doing the supervising. The Contractor shall ensure that all instances of the provision of 1:1 staff/Person ratio ELS supports comply with the requirements contained within this paragraph and meet the requirements contained in Paragraph B. Limitations, sub-paragraph 6. above.
  - f. Ensure the presence of at least one staff trained by a certified instructor, in first aid and CPR on duty with Persons at all times.
  - g. Ensure the presence of staff at each site who is responsible for supervision of the day to day operations of the site and for operation of the program.
3. Psychotropic Medications (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall:
- a. For Persons on psychotropic medications, the Contractor shall complete a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
    - (1) Identification of the specific medication by its generic or brand name; the date which the medication was commenced on or is to be commenced, and dosage as determined by a qualified medical professional.

- (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessments instruments such as the Abnormal Involuntary Movement Scale (AIMS).
- (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.
- (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).

4. Person's Personal Funds:

- a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team and seek approval of the Contractor's actions. The Contractor's staff must document the financial emergency, repayment plan, and the Person's team approval of the repayment plan and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to financial emergency situations.
- b. The Contractor shall not accept cash or allow the Person to make purchases from the Contractor or the Contractor's staff. The Contractor shall not accept, or allow its staff to receive, checks from the Person unless approved in writing from the Person's team in the event of an emergency loan, or under the circumstances detailed in paragraph (1) below. The Contractor shall ensure the Person has access to personal finances in order to cover anticipated expenditures.
  - (1) The Contractor may receive payments from the Person as follows:
    - (a) Reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and
    - (b) Room and board charges.
- c. The Contractor's staff shall not loan or give money to a Person except in case of an emergency. Neither the Contractor nor its staff shall accept

money or a loan from a Person served pursuant to this Contract except as specified in 5. b. above.

- d. The Contractor or its staff shall inventory belongings with a purchase price or value of \$50.00 or more. The inventory shall also include other items of significance to the Person, which may be valued at less than \$50.00. The inventory shall be maintained on an ongoing basis and reviewed annually. Discarded items shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the Person/representative and one of the Contractor's staff or two of the Contractor's staff, if the Person/representative is not available. Personal possessions shall be released to the Person/representative whenever the Person moves.

5. Health and Safety Requirements: The Contractor shall:

- a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.
- b. Ensure Persons receive training and assistance to:
  - (1) Identify primary health care practitioners;
  - (2) Obtain dental and physical examinations;
  - (3) Safely follow physician's or health care professional's orders;
  - (4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and,
  - (5) Document the frequency, dosage, and type of medication taken.
- c. Maintain the Person's health information in the Person's medical data sheet including the following:
  - (1) A record of all medical and /or dental examinations performed, including assessments, treatments, and prescribed medication(s),
  - (2) A record of all surgeries, immunizations, illnesses, chronic complaints, and significant changes in health,
  - (3) Authorization for any emergency medical treatment needed,

- (4) A record of all medication(s) taken by the Person,
  - (5) A record of all incidents requiring first aid and/or a referral to medical personnel or a health care facility,
  - (6) A record of all medication errors,
  - (7) A record of all accidents or injuries,
- d. Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's team.
  - e. Immediately contact the appropriate medical professional to report the discovery of any prescribed medication error, including actual missed or suspected missed dosage, misadministration of medication, medication administered at the wrong time, or failure to follow laboratory survey schedule, etc.
  - f. Document in the Person's medical data sheet and report any medication errors to the Person's Support Coordinator and the Contractor's Director or designee within 24 hours of discovery.
  - g. Notify the Person's Support Coordinator and the Person's representative within 24 hours of the development of a medical issue for any Person, such as illness requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
  - h. Record in the Person's medical data sheet any known allergies the Person has and disclose such allergies to health care professionals serving the Person.
6. Nutritional Requirements: The Contractor or its direct-care or direct-care supervisor staff shall:
- a. Ensure the Person has kitchen privileges with access to food and ingredients. Kitchen privileges may be limited if approved by the Human Rights Committee, in the interest of the Person's health.
  - b. Assist the Person in planning meals to meet basic nutritional standards, special diets, food preferences, customs, and appetites.
7. Transportation: The Contractor shall:
- a. Provide routine transportation to shopping and other community activities, based on the Contractor's and the Person's team's reasonable, professional judgment.
  - b. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's

license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.

c. Ensure its direct-care staff providing transportation meet the following requirements:

- (1) Persons are not left unattended in the vehicle.
- (2) Persons use seat belts and remain seated while the vehicle is in motion.
- (3) Keys are removed from the vehicle at all time when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
- (4) All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
- (5) Persons are transported in safety restraint seats when required by Utah State law.
- (6) Vehicles used for transporting Persons have working door locks. Doors are locked at all times while the vehicle is moving.
- (7) Persons arrive safely at the scheduled time and arranged destination, that no Person is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

8. One-to-One Staff/Person Ratio ELS Supports:

In all instances in which 1:1 staff/Person ratio ELS supports are provided, the Contractor shall demonstrate that it has investigated the availability and practicality of utilizing adaptive or assistive equipment and technology to meet the needs of the Person served. Such investigation shall be certified to in writing in the Person's record. The Contractor shall utilize available assistive or adaptive technology whenever it has been determined that doing so will enhance the Person's freedom and will not adversely affect the Person's health and welfare.

F. Rate:

ELS is a quarter hour rate up to six hours.

## HOST HOME SUPPORT (HHS)

### A. General Description:

Host Home Support (HHS) provides a home-like setting with a family that offers support, supervision, training, and assistance for adults with ID.RC or ABI in a certified residential setting or other certified private home. HHS services include daily supports to maintain individual health and safety, and assistance with activities. Services give Persons an alternative to institutional or community living settings. Services provided under the HHS service code afford Persons an opportunity to enhance their ability to live as independently as possible and fully participate in a community setting of their choosing, and to avoid isolation in their homes and communities.

### B. Limitations: The Contractor's host home families shall **not** act as a conservator or representative payee under the approval of the Social Security Administration for Persons they support in HHS.

Both the Contractor and the Contractor's host home families shall **not**:

1. Have custody or guardianship of the Person.
2. Provide services for more than one Person per home operated by the Contractor, unless the DHS/DSPD Associate Director has provided prior, written approval allowing two Persons to receive HHS together in the same home.
3. Provide PPS and HHS services together in the same home.
4. Provide HHS services for three or more Persons together in the same home.
5. Provide HHS services to Persons in the home of an immediate relative (mother, father, or sibling) or legal guardian.
6. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
7. Bill DHS/DSPD for personal needs costs as these are covered through personal income such as Social Security and other income; i.e., SSA, SSI, employment.
8. Bill DHS/DSPD for any of the following services while simultaneously providing HHS services:
  - a. Adult Foster Care (AFC)
  - b. Chore (CHA, CH1)
  - c. Community Service Broker (CSB)
  - d. Companion service (COM, CO1)
  - e. Consumer Preparation (PAP)
  - f. Family Training and Preparation Services (TFA & TF1)
  - g. Family and Individual Training and Preparation Services (TFB)

- h. Homemaking services (HSQ,HS1)
  - i. Personal Assistance (PAC, PA1)
  - j. Professional Parent Supports (PPS)
  - k. Residential Habilitation Supports (RHS)
  - l. Respite (RP1, RP2, RP3, RP4, RP5, RP6, RP7 & RP8)
  - m. Supported Living (SL1, SLH & SLN)
  - n. Routine, Non-Medical Transportation (DTP & MTP)
9. Provide or bill DHS/DSPD for Family Training and Preparation Services (TF1 & TFA) and Family and Individual Training and Preparation Services (TFB) unless an exceptional care need exists that has been reviewed by the DHS/DSPD Associate Director and the DHS/DSPD Associate Director has approved the provision and billing of TF1, TFA or TFB.
  10. Provide or bill DHS/DSPD for HHS services provided to youth in the custody of the State of Utah, Division of Child and Family Services.
  11. Provide HHS in a Nursing Facility (NF), or an Intermediate Care Facility for Individuals with Mental Retardation (ICF/MR).

C. Population Served:

The Contractor shall serve Persons age 18 and older with ID.RC currently receiving services from DHS/DSPD, and/or Persons age 22 years of age and older with ABI and currently receiving services from DHS/DSPD.

D. Contractor's Administrative Requirements: The Contractor shall:

1. Policies and Procedures: Have established policies and procedures, a copy of which shall be maintained and readily accessible at each program site. These policies and procedures shall:
  - a. Disclose board and room charges and food stamps or other income not originating with DHS/DSPD.
  - b. For residential providers, include emergency procedures for fire and other disasters that require the development and posting of an evacuation plan in each residential site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills.
  - c. Govern the handling, storage, disposal and prevention of medication theft.
  - d. Provide procedures regarding the nutrition of the Person.
2. Within 30 days of initial placement and annually thereafter, inspect and provide a list that verifies HHS Contractor's health and safety inspections for the HHS residences where each Person(s) resides. The list shall include at a minimum the following:



- a. the name of the Person;
  - b. the location of the host home;
  - c. the date of inspection;
  - d. the inspector's name (inspector cannot be the host family of the site being inspected); and
  - e. the finding and resolution to any corrective action.
3. Retain, supervise and certify its host home services, and shall recruit, select, train, and provide on-going supervision of HHS and other support staff, support and technical assistance to host homes, documentation of the Person's support strategies, and progress thereof, as well as meet certification, waiver, Contract, rule, and statute requirements.
- E. Contractor's Staff Qualifications: The Contractor shall ensure its HHS staff:
1. Demonstrate competency (in the services covered by this Contract), as determined by the Contractor. In addition all applicable education, and training shall be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.
  2. Are at least 18 years old except the Host Home parents who must be at least 21 years old.
- F. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.
1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  2. Receive training in the following areas:
    - a. Identification of common medications, their effects, purpose and side effects;
    - b. Recording and documentation of self-administration of medications;
    - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
    - d. DHS/DSPD approved behavior management techniques and crisis management services.

3. Receive training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.
7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct-care staff relating to the treatment and rehabilitation process,
  - f. PCSP and BSP supports, and,
  - g. Awareness of the family's perspective on the brain injury.

G. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCPS process in providing services and the Contractor shall:
  - a. Implement the applicable portion of the PCSP. These may include a BSP, Psychotropic Medication Plan, staff instruction sheet, and data collection and/or task analysis sheet for skill training or other support.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that pertains to the Contractor and ensure the Person is involved in its implementation.
  - c. Develop and implement Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.

- d. Assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Psychotropic Medications (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall:
    - a. For Persons on psychotropic medications, complete a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
      - (1) Identification of the specific medication by its generic or brand name; the date on which the medication was commenced or is to be commenced, and dosage as determined by a qualified medical professional.
      - (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessment instruments such as the Abnormal Involuntary Movement Scale (AIMS).
      - (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.
      - (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).
  3. Person's Personal Funds:
    - a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team immediately after resolving the emergency situation and seek approval of the Contractor's actions. The Contractor's staff shall document the emergency and the Person's team approval and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to emergency situations.
    - b. The Contractor shall not accept cash or allow the Person to make purchases from, the Contractor or the Contractor's staff. The Contractor

shall not accept, or allow its staff to receive, checks from the Person unless approved in writing from the Person's team in the event of an emergency loan, or under the circumstances detailed in paragraph (1) below. The Contractor shall ensure the Person has access to personal finances in order to cover anticipated expenditures.

(1) The Contractor may receive payments from the Person as follows:

(a) Reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and

(b) Room and board charges.

c. The Contractor's staff shall not loan or give money to a Person except in case of an emergency. Neither the Contractor nor its staff shall accept money or a loan from a Person served pursuant to this Contract except as specified in 2. b. above.

d. The Contractor or its staff shall inventory all of the Person's belongings with a purchase price or value of \$50.00 or more. The inventory shall also include other items of significance to the Person, which may cost less than \$50.00. The inventory shall be maintained on an ongoing basis and reviewed annually. Discarded items shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the Person/representative and one of the Contractor's staff or two of the Contractor's staff if the Person/representative is not available. Personal possessions shall be released to the Person/representative whenever the Person moves.

4. Health and Safety Requirements: The Contractor shall:

a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.

b. Ensure Persons receive training and assistance to:

(1) Identify primary health care practitioners;

(2) Obtain dental and physical examinations;

(3) Safely follow physician's or health care professional's orders;

(4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and,

- (5) Document the frequency, dosage, and type of medication taken.
  - c. Maintain the Person's health information in the Person's medical data sheet including the following:
    - (1) A record of all medical and /or dental examinations performed, including assessments, treatments, and prescribed medication(s);
    - (2) A record of all surgeries, immunizations, illnesses, chronic complaints, and significant changes in health;
    - (3) Authorization for any emergency medical treatment needed;
    - (4) A record of all medication(s) taken by the Person;
    - (5) A record of all incidents requiring first aid and/or a referral to medical personnel or a health care facility;
    - (6) A record of all medication errors; and,
    - (7) A record of all accidents or injuries.
  - d. Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's team.
  - e. Immediately contact the appropriate medical professional to report the discovery of any prescribed medication error, including actual missed or suspected missed dosage, misadministration of medication, medication administered at the wrong time, or failure to follow laboratory survey schedule, etc.
  - f. Document in the Person's medical data sheet any medication errors that occur and report any medication errors to the Person's Support Coordinator and the Contractor's Director or designee within 24 hours of discovery.
  - g. Notify the Person's Support Coordinator and the Person's representative within 24 hours of the development of a medical issue for any Person, such as illness requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
  - h. Record in the Person's medical data sheet any known allergies the Person has and disclose such allergies to health care professionals serving the Person.
5. Nutritional Requirements: The Contractor or its direct-care or direct-care supervisor staff shall:

- a. Ensure Persons have kitchen privileges with access to food and ingredients. Kitchen privileges may be limited if approved by the Human Rights Committee, if in the interest of the Person's health.
  - b. Assist Persons in planning meals to meet basic nutritional standards, special diets, food preferences, customs, and appetites.
6. Transportation: The Contractor shall:
- a. Provide routine transportation to shopping and other community activities, based on the Contractor's and Person's team's reasonable, professional judgment.
  - b. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
  - c. Ensure its direct-care staff providing transportation meet the following requirements:
    - (1) Persons are not left unattended in the vehicle.
    - (2) Persons use seat belts and remain seated while the vehicle is in motion.
    - (3) Keys are removed from the vehicle at all times when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
    - (4) All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
    - (5) Persons are transported in safety restraint seats when required by Utah State law.
    - (6) Vehicles used for transporting Persons have working door locks, and that doors are locked at all times while the vehicle is moving.
    - (7) Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an

emergency, the driver may wait until another driver arrives to complete the transport.

7. Access to Community Services:

The Contractor shall assist the Person in obtaining assistance from community and government organizations, including but not limited to finding housing, applying for food stamps, and obtaining Social Security benefits. The Contractor shall also collaborate with applicable school, public and private social service agencies and other agencies/individuals involved in the Person's care.

H. Rate:

HHS is paid as a daily rate. HHS can include up to 24-hour direct-care staff support. HHS may be provided for up to 24-hours per day on legal holidays or days of school closure during the normal school year, sick days, and weekends and for 18-hours per day on days when the Person is in school, at work or receiving other daytime supports. Additional services to support a Person during the summer school recess or during off-track school periods are purchased under extended living (ELS), respite session (RPS), or day service codes.

## **HOMEMAKER SERVICES (HSQ)**

### **A. General Description:**

Homemaker Services (HSQ) provides a quarter hour one-to-one service needed to maintain the Person's home in a clean, sanitary, and safe environment. Services include general homemaker services such as meal preparation and routine household care provided by a trained homemaker, when the individual regularly responsible for those activities is temporarily absent or if the Person or other resident in the home is unable to manage the home and care for him/herself. HSQ is not a skills training service.

### **B. Limitations: The Contractor shall **not**:**

1. Provide or bill DHS/DSPD for HSQ services where a relative, caregiver, landlord, community/volunteer agency, or third-party payer is capable of or responsible for homemaker services.
2. Provide or bill DHS/DSPD for any of the following services while receiving HSQ:
  - a. Companion Services (**COM**)
  - b. Extended Living Support (**ELS**)
  - c. Professional Parent Supports (**PPS**)
  - d. Host Home Supports (**HHS**)
  - e. Residential Habilitation Supports (**RHS**)
3. Provide or bill DHS/DSPD for HSQ during the same hours of the day that the Person is receiving Supported Living Services (**SL1, SLH & SLN**).
4. Provide or bill DHS/DSPD for HSQ services provided to youth in the custody of the State of Utah, Division of Child and Family Services.

### **C. Contractor's Direct Service Requirements:**

The Contractor's shall provide general homemaker services including but not limited to meal preparation and routine household care provided by a trained homemaker.

### **D. Contractor's Administrative Requirements:**

1. Policies and Procedures: The Contractor shall have established policies and procedures, a copy of which shall be maintained and readily accessible at each program site (Person's home). These policies and procedures shall:
  - a. Demonstrate the development and posting of an evacuation plan in each program site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills.
  - b. Govern the handling, storage, disposal and theft prevention of medication.



- E. Contractor's Staff Qualifications: The Contractor shall ensure its staff providing HSQ services:
1. Demonstrate competency (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.
  2. Are capable of physically completing all required tasks.
- F. Staff Training Requirements: The Contractor shall ensure it and its direct-care staff meet the following requirements:
1. Maintaining a clean, sanitary and safe living environment in the Person's home.
  2. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the effects of brain injuries on behavior,
- G. Rate:
- HSQ is a quarter hour one-to-one (1:1) service.

## MOTOR TRANSPORTATION PAYMENT (MTP)

### A. General Description:

Motor Transportation Payment (MTP) provides transportation from the Person's home or living facility to community habilitation programs or facilities that provide day supports. Persons may not be "kicked off", expelled, or suspended from MTP without prior notification and approval by both the Support Coordinator and DHS/DSPD Associate Director. The Contractor is responsible for the health and safety of the Person while transporting, and is responsible to ensure the Person arrives safely at the scheduled time and arranged destination. This may include arranging for other transportation to ensure that services are delivered as well as providing assistance to the Person that would ensure the successful completion of transportation services so that the Person arrives safely at the scheduled time and arranged destination. Failure to serve the Person under these terms may be cause for termination of MTP services. MTP may be contracted as a single service for the exclusive use in support of Day Supports.

### B. Limitations: The Contractor shall **not**:

1. Bill DHS/DSPD for MTP when other transportation service is provided or available and when transportation is otherwise available as an element of another service.
2. Bill DHS/DSPD for MTP for transportation to medical appointments.
3. Bill DHS/DSPD for MTP for any Person who receives a residential service and day support or supported employment services that include routine, non-medical transportation as part of the rate (RHS, PPS, HHS, DSI, SEE, SEI).
4. Bill DHS/DSPD for MTP for days exceeding the number of days billed for day support or supported employment services.
5. Bill DHS/DSPD for MTP services for youth in the custody of the State of Utah, Division of Child and Family Services.

### C. Contractor's Staff Qualifications: The Contractor shall ensure its staff providing transportation services:

1. Demonstrate competency in providing MTP services, as determined by the Contractor. In addition, all applicable education and training shall be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.
2. Hold a current and valid driver's license issued by the Utah Department of Public Safety, Driver License Division as required by Utah Administrative Code, Rule R708.

D. Specific Staff Training Requirements: The Contractor shall ensure its staff providing transportation services:

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Functional impact of brain injury, and
  - c. Health and medication.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Provide transportation from the Person's home or living facility to community habilitation programs or facilities that provide day supports.
2. Check the driving records annually for its staff who provide transportation services, and ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
3. Ensure its direct-care staff providing transportation meet the following requirements:
  - a. Persons are not left unattended in the vehicle.
  - b. Persons remain seated while the vehicle is in motion.
  - c. Keys are removed from the vehicle at all time when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
  - d. All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
  - e. Persons are transported in safety restraint seats when required by Utah State law.

- f. Vehicles used for transporting Persons have working door locks, and that doors are locked at all times while the vehicle is moving.
- g. Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the MTP service.
- h. Failure to serve the Person under these terms may be cause for termination of this service.

F. Record Keeping:

In addition to the General Requirements for record keeping, the Contractor shall maintain accurate records, such as transportation records, pick-up and delivery sheets and time sheets, recording the delivery of MTP services.

G. Rate:

MTP is a daily rate for transportation to and from the day support or supported employment location.

## PERSONAL ASSISTANCE SERVICES (PAC)

### A. General Description:

Personal Assistance Care (PAC) refers to the provision of personal assistance and supportive services on a quarter hour and daily basis, specific to the needs of a medically stable Person who is capable of directing his/her own care or has a surrogate available to direct the Person's care. This service is intended to reinforce a Person's strengths, while substituting or compensating for the absence, loss, diminution, or impairment of physical or cognitive functions. PAC services shall be prescribed in the PCSP and shall not duplicate other covered waiver supports.

PAC services are provided on a regularly scheduled basis and are available to Persons who live alone or with roommates. Services may be provided in the Person's place of residence or in settings outside the place of residence.

### B. Limitations: The Contractor shall **not**:

1. Bill DHS/DSPD for PAC services provided to Persons receiving residential or Companion (COM) services; or
2. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
3. Provide or bill DHS/DSPD for PAC services that are otherwise covered by the Utah Medicaid State Plan; or
4. Provide or bill DHS/DSPD for PAC services for Persons who do not have ID.RC.

### C. Contractor's Administrative Requirements:

1. Policies and Procedures: Contractor shall have established policies and procedures, a copy of which shall be maintained and readily accessible at each program site (Person's home). These policies and procedures shall:
  - a. Demonstrate the development and posting of an evacuation plan in each program site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills.
  - b. Govern the handling, storage, disposal and theft prevention of medication.

### D. Contractor's Staff Qualifications: The Contractor shall ensure its staff providing PAC services:

1. Demonstrate competency (in the services covered by this Contract), as determined by the Contractor. In addition all applicable education and training shall be completed before the

delivery of any supports to Persons and performing any work for Persons without supervision.

2. Are capable of physically completing all required tasks.

E. Contractor's Staff Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 8 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 9 and 10 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.

2. Receive training in the following areas:

- a. Identification of common medications, their effects, purpose and side effects;
- b. Recording and documentation of self-administration of medications;
- c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
- d. DHS/DSPD approved behavior management techniques and crisis management services.

3. Receive training specific to the Person in the following areas:

- a. Identification of medications and medication side effects;
- b. Recognition of illness or symptoms of health deterioration;
- c. Dietary issues;
- d. Critical health care issues;
- e. Swallowing and eating difficulties;
- f. Principles of age appropriate community inclusion and natural support development;
- g. Preferences and non-negotiable routines; and

- h. Significant functional limitations and disabling conditions.
- 4. Key elements of the Americans with Disabilities Act.
- 5. Contractor shall assure staff receives training and assistance to:
  - a. Safely follow physician's or health care professional's orders;
  - b. Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and
  - c. Document the frequency, dosage, and type of medication taken.
- 6. Maintaining a sanitary and safe living environment in the Person's home.
- 7. Contractor shall assure that staff receives training in ways to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the PCSP.
- 8. Contractor staff shall assure Persons receive training and assistance to:
  - a. Identify primary health care practitioners; and
  - b. Obtain dental and physical examinations.
- 9. PCSP development.
- 10. How to develop and support the Person's preferred recreational and leisure activities.

F. Contractor's Direct Service Requirements: The Contractor shall:

- 1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement their applicable portion of the PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that portion of the plan that pertains to them and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.

- d. Assist in the assessment and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Health and Safety Requirements: The Contractor shall:
- a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.
  - b. Ensure Persons receive training and assistance to:
    - (1) Identify primary health care practitioners;
    - (2) Obtain dental and physical examinations;
    - (3) Safely follow physician's or health care professional's orders;
    - (4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and
    - (5) Document the frequency, dosage, and type of medication taken.
  - c. Contractor shall notify the Support Coordinator and Person's Representative within 24 hours of the development of any apparent medical need for the Person.

G. Rate:

PAC services are available on a quarter hour and daily basis. Services provided for less than eight hours in a 24-hour period are paid at the quarter hour rate. PAC daily rate equals eight hours or more including overnight stays up to 24 hours in length as a single episode of service, and shall be billed at the PAC daily rate. Single episodes of service provided for longer than 24 hours shall be billed as one day of service *plus* whatever additional quarter hours of service are provided during this single episode until those additional quarter hours exceed an additional eight hours in which case another unit of daily PAC shall be billed. The quarter hour rate for PAC services provided in excess of 24 hours may only be used during a single episode of service when that episode has exceeded 24 hours in length, but has not reached eight additional hours, which would justify a second unit of daily PAC. The Person must receive at least eight hours of services in a single episode to qualify for billing the PAC daily rate.



## **PERSONAL BUDGET ASSISTANCE (PBA)**

### **A. General Description:**

Personal Budget Assistance (PBA) provides a quarter hour and daily one-to-one support with financial matters, fiscal training, supervision of financial resources, savings, retirement, earnings, and funds monitoring, monthly check writing, bank reconciliation, budget management, tax and fiscal record keeping and filing and fiscal interaction on behalf of the individual. This service is provided along with another supports such as residential habilitation or supported living. The PBA Contractor shall manage the personal finances on behalf of a Person receiving DHS/DSPD services and may also act as the Person's representative payee, conservator or the Person's voluntarily appointed personal funds manager.

### **B. Limitations: The Contractor shall not:**

1. Bill DHS/DSPD for PBA using the session rate unless the Person is being served in a residential setting.
2. Bill DHS/DSPD for PBA using the quarter hour rate if the Person is being served in a residential setting.

### **C. Contractor's Staff Qualifications:**

The Contractor shall ensure its staff demonstrate competency, as determined by the Contractor. In addition all applicable education and training shall be completed before the delivery of any supports to Persons and performing any work for Persons without supervision.

### **D. Contractor's Specific Training Requirements: The Contractor shall ensure its staff providing PBA services:**

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the effects of brain injuries on behavior.

### **E. Contractor's Direct Service Requirements: The Contractor shall:**

1. Representative Payee: The Contractor or its PBA staff acting as a Person's Representative Payee shall:

- a. As per Utah Administrative Code, Rule R539-3-5(2), follow all Social Security Administration requirements outlined in 20 CFR 416.601-665.
- b. As per Utah Administrative Code, Rule R539-3-5(1), ensure Persons have access to and control over personal funds unless the person/representative voluntarily signs a DHS/DSPD Voluntary Financial Support Agreement (Form 1-3). The Contractor's Human Rights Committee may recommend to the Person's team to restrict a Person's right to manage personal funds, if the Person's money, health or safety is placed in jeopardy by severe mishandling, unlimited access or exploitation of funds by the Person or others.
- c. Give the Person training, support and opportunities to manage finances to the maximum extent possible.
- d. Review financial records with the Person at least monthly. The Contractor's review shall validate that the Person's financial records have met the following minimum requirements:
  - (1) Maintain documentation of this review in the Person's records and include reconciled financial statements;
  - (2) Keep an accurate record of all funds deposited on behalf of the Person with the Contractor for use by the Person. This record shall contain a list of deposits and withdrawals by category of food, rent, clothing and leisure. This record shall be verifiable with receipts and/or monthly bank statements; and,
  - (3) Include receipts signed by the Person and professional staff for purchases over \$20.00 per item or multiple items purchased with a value greater than \$20.00;
- e. Document the handling of personal funds in a way that is not harmful or embarrassing to the Person and supports the intent of the income source. The Person's team may determine how a Person can be assisted with financial matters, recommend the type of financial support a Person may need and refer the Person to a review by the Contractor's Human Rights Committee. The Contractor's staff should act as representative or protective payee only in a situation where no other knowledgeable, financially competent adult is willing to take on the representative or protective payee responsibilities. The Contractor may submit an alternative procedure for consideration by the DHS/DSPD Division Director. The Contractor shall only use the proposed alternative procedure if written approval of the variance is granted by the DHS/DSPD Division Director or designee.
- f. Upon receipt of the Person's team approval or a DHS/DSPD Form 1-3 signed by the Person/representative, manage the major Personal business

affairs of a Person. Major personal business affairs include management of personal funds, checking account, savings account, or other financial matters related to supplemental income. This shall include maintenance of checking account records, pay card records, electronic back transfer records, and any other financial records that pertain to the Person. Such management shall ensure that all transactions may be validated, and are consistent with the Person's PCSP. Management of pay card systems shall ensure that such systems are under the supervision of an accredited financial institution. Any variance from procedures must be approved by the Contractor's Human Rights Committee or requested by the Person/representative and documented in the PCSP.

- g. Maintain a record of the Person's petty cash funds. The Contractor shall not allow the amount of cash maintained in the Person's petty cash account to exceed \$50.00 without documentation of the Contractor's and the Person's Support Coordinator's written administrative approval. The Contractor shall maintain records of all deposits and withdrawals to the petty cash account in its business records as well as in the Person's record.
- h. Ensure accuracy of personal financial records through monthly review performed by the Contractor or the Contractor's staff other than the staff member acting as the Person's Representative Payee and authorizing expenditures. The Contractor's review shall include validating that receipts were signed by the Person and the Person's support staff assisting with the purchase, for purchases over \$20.00 per item or multiple items purchased with a value greater than \$20.00. The Contractor shall conduct a quarterly administrative review of monthly financial documentation, bank statements, receipts and purchases for a random sample of Persons receiving PBA support to ensure adequate control of finances for all Persons served by the Contractor. The Contractor shall maintain documentation in its business records that approved reviews were conducted.
- i. Protect the Person's funds by:
  - (1) Not writing checks for more than \$35.00 cash a week,
  - (2) Not using the Automatic Teller Machine for transactions,
  - (3) Not making deposits with cash back options.
  - (4) Consulting with the Human Rights Committee regarding additional restrictions with regard to the Person's access to personal funds or allowable spending limits, and obtaining review and approval of the Person's team.
- j. Forward the Person's monthly statement to the Person's Support Coordinator each month no later than the 15th of the following month.

2. Person's Personal Funds:
  - a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team immediately after resolving the emergency situation, and seek approval of the Contractor's actions. The Contractor's staff shall document the emergency and the Person's team approval and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to emergency situations.
  - b. The Contractor shall not accept cash or allow the Person to make purchases from the Contractor or the Contractor's staff. The Contractor shall not accept, or allow its staff to receive, checks from the Person unless approved in writing from the Person's team in the event of an emergency loan, or under the circumstances detailed in paragraph (1) below. The Contractor shall ensure the Person has access to personal finances in order to cover anticipated expenditures.
    - (1) The Contractor may receive payments from the Person as follows:
      - (a) Reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and
      - (b) Room and board charges.
  - c. The Contractor's staff shall not loan or give money to a Person except in case of an emergency. Neither the Contractor nor its staff shall accept money or a loan from a Person served pursuant to this Contract except as specified in 3. b. above.
3. Person-Centered Planning: The Contractor's shall ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall
  - a. Implement the applicable portion of the PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to the plan and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.

- d. Meet at least annually (within 12 months of the last PCSP meeting) to review the Person's PCSP requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

F. Rate:

PBA is a quarter hour and per session rate. The per session rate is paid if the Person is also receiving Residential Habilitation (RHS), Professional Parent Support (PPS) or Host Home Support (HHS) services, and shall be limited to one session every two weeks. Otherwise, PBA is billed using the quarter hour rate.

## **PROFESSIONAL MEDICATION MONITORING BY A LICENSED PRACTICAL NURSE (PM1)**

### **A. General Description:**

Professional Medication Monitoring by a Licensed Practical Nurse (PM1) includes one-to-one medication monitoring, laboratory testing, and PM1 services necessary to provide medication management to assure the health and welfare of the Person on a per session basis. This service includes regularly scheduled, periodic visits by the Contractor in order to conduct an assessment of the Person with regard to their health and safety particularly as it is affected by the maintenance medication regimen that has been prescribed by the Person's physician or health care professional, to review and monitor for the presence and timely completion of necessary laboratory testing related to the medication regimen, and to offer patient instruction and education regarding this medication regimen. The PM1 Contractor shall also provide assistance to the Person by ensuring that all pill-dispensing aids are suitably stocked and refilled, and may provide incidental training to the staff of contractors for other services the Person receives concerning topical matters surrounding general patient care.

### **B. Limitations: The Contractor shall **not**:**

1. Provide or bill DHS/DSPD for any direct services that are otherwise covered under or excluded by the Medicaid State Plan.
2. Bill DHS/DSPD for transportation of the Person to a medical appointment or facility.

### **C. Contractor's Staff Qualifications: The Contractor shall ensure its PM1 staff:**

1. Demonstrate competency (in the services covered by the contract), as determined by the Contractor. In addition, all applicable education, and training shall be completed before the delivery of any supports to Persons and performing any work for Persons without supervision.
2. Are licensed as applicable according to the Division of Occupational Professional Licensing (DOPL). Specifically, staff providing services under this code must be licensed by DOPL pursuant to Utah Administrative Code, Rule R156 and Utah Code § 58 as a Licensed Practical Nurse. Licensed Practical Nurses may provide the services described under this code only upon the delegation of and under the supervision of a Registered Nurse, pursuant to Utah Administrative Code, Rule R156-31b-703.

### **D. Contractor's Specific Training Requirements: The Contractor shall ensure its PM1 staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.**

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following areas:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.
7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:

- a. Effects of brain injuries on behavior,
- b. Transitioning from hospitals to community support programs including available resources,
- c. Functional impact of brain injury,
- d. Health and medication,
- e. Role of the direct-care staff relating to the treatment and rehabilitation process,
- f. PCSP and BSP supports, and,
- g. Awareness of the family's perspective on the brain injury.

E. Contractor's Direct Service Requirements:

- 1. Psychotropic Medications (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall ensure it or its PM1 staff:
  - a. For Persons on psychotropic medications, review a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
    - (1) Identification of the specific medication by its generic or brand name; the date on which the medication was commenced or is to be commenced; and dosage as determined by a qualified medical professional.
    - (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessments instruments such as the Abnormal Involuntary Movement Scale (AIMS).
    - (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.
    - (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).
- 2. Non-psychotropic Medications are those prescribed or dispensed for reasons other than to affect the way the Person thinks, feels or behaves. The Contractor shall ensure it or its direct-care or direct-care supervisory staff:



- a. For Persons on non-psychotropic medications, review physician's or health care professional's orders and medical data sheets maintained as part of each Person's personal record that contains the following information:
  - (1) Identification of the specific medication by its generic or brand name; the date on which the medication was commenced or is to be commenced, and dosage as determined by a qualified medical professional.
  - (2) Identification of side effects to monitor.
  - (3) A statement of specific symptoms targeted to assess advantages and disadvantages of the prescribed medication.
  - (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted symptom and/or any related illness or condition of the Person. Such supports or services may include laboratory studies (for example, blood work to check CBC, liver function).
3. Establish a schedule of visitation for the provision of PM1 services with the Person after consultation with the Person's family/representative, staff of the contractors providing other services to the Person, and other supports the Person has available.
4. Always include a face-to-face assessment of the Person, and the Person's health and welfare status. The Contractor's assessments shall include but are not limited to the following:
  - a. Safety and efficacy of any medication the Person is prescribed by the Person's physician or health care professional;
  - b. Benefits that the Person is demonstrating as a result of their medication regimen, or the lack thereof;
  - c. Any adverse drug reactions or side-effects that the Person is experiencing;
  - d. The Person's compliance or lack thereof with his/her physician's or health care professional's orders; and
  - e. Any barriers to medication compliance that the PM1 Contractor identifies.

Such assessments shall occur as a result of Contractor's observation, discussion and review of records with the staff of contractors providing other services to the Person, and direct examination of the Person.

5. Document the assessment results in a note in the Person's medical data sheet which contains:
  - a. A description of the Person's subjective presentation;
  - b. A description of the objective observations the PM1 Contractor has made after the examination, review of records and consultation with the staff of contractors providing other services to the Person, supports and the Person's family/representative;
  - c. A description of the assessment made by the PM1 Contractor of the Person's status; and,
  - d. A plan for the continuing care of the Person surrounding his or her health status and medication regimen.

The Contractor shall maintain a copy of this note and provide copies of the note to the staff of contractors providing other services to the Person as well as to the Person's physician or health care professional.

6. Ensure that all laboratory surveillance ordered by the Person's physician or health care professional is performed as ordered, and shall collect appropriate samples to complete such laboratory surveillance and convey the samples to the specified laboratory. The PM1 Contractor may educate and instruct the staff of contractors providing other services to the Person to convey the samples to the specified laboratory. The Contractor shall review the results of previous laboratory tests, and ensure that the results are provided to the Person's physician or health care professional and maintained in the Person's medical data sheet.
7. Ensure during each visit that medical equipment and personal medical response devices used by the Person are functioning properly and arrange for maintenance and repairs as needed. The Contractor shall also ensure that medication dispensing devices and aides are functioning properly and are filled, and shall educate the Person's staff of the contractors providing other services to the Person of the status, operation and necessary maintenance of any such devices.
8. Educate the staff of the contractors providing other services to the Person regarding the findings of the assessment, the Person's overall health status, as well as the physician's or health care professional's plans for the Person's continued health care.
9. Review medication errors as reported by the staff of the contractors providing other services to the Person and determine if consultation with additional medical professionals is necessary in order to report the medication error, including but not limit to actual missed or suspected missed dosage, misadministration of medication or failure to follow laboratory surveillance schedule. The Contractor shall:

- a. Document any medication errors that occur in the Person's medical data sheet and report to the Support Coordinator and the director or designee of the contractors providing other services to the Person.
  - b. Develop, and document in the medical data sheet, a written corrective action plan to minimize the reoccurrences of such errors.
10. Notify the Person's representative/legal guardian within 24 hours of the development of a Person's medical illness or injury requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
  11. Record in the Person's medical data sheet any known allergies the Person has and disclose such allergies to health care professionals serving the Person.

F. Rate:

PM1 services are provided as a session rate. A PM1 session may be billed for medication regimen maintenance services contained within the specific service requirements of this scope of work.

## PROFESSIONAL MEDICATION MONITORING BY A REGISTERED NURSE (PM2)

### A. General Description:

Professional Medication Monitoring by a Registered Nurse (PM2) includes one-to-one medication monitoring, laboratory testing, and PM2 services necessary to provide medication management to assure the health and welfare of the Person on a per session basis. This service includes regularly scheduled, periodic visits by the Contractor in order to conduct an assessment of the Person with regard to their health and safety particularly as it is affected by the maintenance medication regimen that has been prescribed by the Person's physician or health care professional, to review and monitor for the presence and timely completion of necessary laboratory testing related to the medication regimen, and to offer patient instruction and education regarding this medication regimen. The PM2 Contractor shall also provide assistance to the Person by ensuring that all pill-dispensing aids are suitably stocked and refilled, and may provide incidental training to the staff of contractors for other services the Person receives concerning topical matters surrounding general patient care.

### B. Limitations: The Contractor shall **not**:

1. Provide or bill DHS/DSPD for any direct services that are otherwise covered under or excluded by the Medicaid State Plan.
2. Bill DHS/DSPD for transportation of the Person to a medical appointment or facility.

### C. Contractor's Staff Qualifications: The Contractor shall ensure its PM2 staff:

1. Demonstrate competency (in the services covered by the contract), as determined by the Contractor. In addition, all applicable education, and training shall be completed before the delivery of any supports to Persons and performing any work for Persons without supervision.
2. Are licensed as applicable according to the Division of Occupational Professional Licensing (DOPL). Specifically, staff providing services under this code shall be licensed by DOPL pursuant to Utah Administrative Code, Rule R156 and Utah Code § 58 as a Registered Nurse.

### D. Contractor's Specific Training Requirements: The Contractor shall ensure its PM2 staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional

experience and knowledge in providing services and supports to Persons with ID.RC and ABI.

2. Receive training in the following areas:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.
7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,

- b. Transitioning from hospitals to community support programs including available resources,
- c. Functional impact of brain injury,
- d. Health and medication,
- e. Role of the direct-care staff relating to the treatment and rehabilitation process,
- f. PCSP and BSP supports, and,
- g. Awareness of the family's perspective on the brain injury.

E. Contractor's Direct Service Requirements:

1. Psychotropic Medications (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall ensure it or its PM2 staff:
  - a. For Persons on psychotropic medications, review a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
    - (1) Identification of the specific medication by its generic or brand name; the date on which the medication was commenced or is to be commenced; and dosage as determined by a qualified medical professional.
    - (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessments instruments such as the Abnormal Involuntary Movement Scale (AIMS).
    - (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.
    - (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).
2. Non-psychotropic Medications are those prescribed or dispensed for reasons other than to affect the way the Person thinks, feels or behaves. The Contractor shall ensure it or its direct-care or direct-care supervisory staff:

- a. For Persons on non-psychotropic medications, review physician's or health care professional's orders and medical data sheets maintained as part of each Person's personal record that contains the following information:
  - (1) Identification of the specific medication by its generic or brand name; the date on which the medication was commenced or is to be commenced, and dosage as determined by a qualified medical professional.
  - (2) Identification of side effects to monitor.
  - (3) A statement of specific symptoms targeted to assess advantages and disadvantages of the prescribed medication.
  - (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted symptom and/or any related illness or condition of the Person. Such supports or services may include laboratory studies (for example, blood work to check CBC, liver function).
3. Establish a schedule of visitation for the provision of PM2 services with the Person after consultation with the Person's family/representative, staff of the contractors providing other services to the Person, and other supports the Person has available.
4. Always include a face-to-face assessment of the Person, and the Person's health and welfare status. The Contractor's assessments shall include but are not limited to the following:
  - a. Safety and efficacy of any medication the Person is prescribed by the Person's physician or health care professional;
  - b. Benefits that the Person is demonstrating as a result of their medication regimen, or the lack thereof;
  - c. Any adverse drug reactions or side-effects that the Person is experiencing;
  - d. The Person's compliance or lack thereof with his/her physician's or health care professional's orders; and
  - e. Any barriers to medication compliance that the PM2 Contractor identifies.

Such assessments shall occur as a result of Contractor's observation, discussion and review of records with the staff of contractors providing other services to the Person, and direct examination of the Person.

- 5 Document the assessment results in a note in the Person's medical data sheet which contains:

- a. A description of the Person's subjective presentation;
- b. A description of the objective observations the PM2 Contractor has made after the examination, review of records and consultation with the staff of contractors providing other services to the Person, supports and the Person's family/representative;
- c. A description of the assessment made by the PM2 Contractor of the Person's status; and,
- d. A plan for the continuing care of the Person surrounding his or her health status and medication regimen.

The Contractor shall maintain a copy of this note and provide copies of the note to the staff of contractors providing other services to the Person as well as to the Person's physician or health care professional.

6. Ensure that all laboratory surveillance ordered by the Person's physician or health care professional is performed as ordered, and shall collect appropriate samples to complete such laboratory surveillance and convey the samples to the specified laboratory. The PM2 Contractor may educate and instruct the staff of contractors providing other services to the Person to convey the samples to the specified laboratory. The Contractor shall review the results of previous laboratory tests, and ensure that the results are provided to the Person's physician or health care professional and maintained in the Person's medical data sheet.
7. Ensure during each visit that medical equipment and personal medical response devices used by the Person are functioning properly and arrange for maintenance and repairs as needed. The Contractor shall also ensure that medication dispensing devices and aides are functioning properly and are filled, and shall educate the Person's staff of the contractors providing other services to the Person of the status, operation and necessary maintenance of any such devices.
8. Educate the staff of the contractors providing other services to the Person regarding the findings of the assessment, the Person's overall health status, as well as the physician's or health care professional's plans for the Person's continued health care.
9. Review medication errors as reported by the staff of the contractors providing other services to the Person and determine if consultation with additional medical professionals is necessary in order to report the medication error, including but not limit to actual missed or suspected missed dosage, misadministration of medication or failure to follow laboratory surveillance schedule. The Contractor shall:



- a. Document any medication errors that occur in the Person's medical data sheet and report to the Support Coordinator and the director or designee of the contractors providing other services to the Person.
  - b. Develop, and document in the medical data sheet, a written corrective action plan to minimize the reoccurrences of such errors.
10. Notify the Person's representative/legal guardian within 24 hours of the development of a Person's medical illness or injury requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
  11. Record in the Person's medical data sheet any known allergies the Person has and disclose such allergies to health care professionals serving the Person.

F. Rate:

PM2 services are provided as a session rate. A PM2 session may be billed for medication regimen maintenance services contained within the specific service requirements of this scope of work.

## PROFESSIONAL PARENT SUPPORTS (PPS)

### A. General Description:

Professional Parent Supports (PPS) provide a home-like setting with a family for children below the age of 22 (Persons). PPS provides habilitation, supervision, training and assistance in a certified private home or other certified residential setting. PPS services include daily supports to maintain individual health and safety, and assistance with activities of daily life. Services provided under the PPS service code afford Persons with exceptional care needs an alternative to institutional settings in order to enhance their ability to live as independently as possible and fully participate in a community setting of their choosing, and to avoid isolation in their homes and communities.

### B. Limitations: The Contractor's professional parents shall **not** act as a conservator or representative payee under the approval of the Social Security Administration for Persons they support in PPS.

Both the Contractor and the Contractor's professional parents shall **not**:

1. Have custody or guardianship of the Person.
2. Provide services for more than two Persons per home operated by the Contractor, unless the DHS/DSPD Associate Director has provided prior written approval allowing three Persons to receive PPS together in the same home. No more than three Persons may receive PPS services together in the same home.
3. Provide PPS services to Persons in the home of an immediate relative (mother, father, or sibling) or legal guardian.
4. Provide PPS in a Nursing Facility (NF), or an Intermediate Care Facility for Individuals with Mental Retardation (ICF/MR).
5. Provide or bill DHS/DSPD for the following services when providing PPS: (Cannot bill for PPS and the codes listed below.)
  - a. Adult Foster Care (**AFC**)
  - b. Chore (**CH1, CHA**)
  - c. Community Service Broker (**CSB**)
  - d. Companion service (COM, CO1)
  - e. Consumer Preparation (**PAP**)
  - f. Family Training and Preparation Services (**TF1, TFA**)
  - g. Family and Individual Training and Preparation Services (**TFB**)
  - h. Homemaking Services (**HS1, HSQ**)
  - i. Host Home Support (**HHS**). However, HHS services may be billed and provided at the same time as PPS in the same professional parent home with the advance written approval of the DHS/DSPD Associate Director.
  - j. Personal Assistance (**PAC, PA1**)

- k. Residential Habilitation Supports (previous Community Living Support) **(RHS)**
  - l. Respite **(RP1, RP2, RP3, RP4, RP5, RP6, RP7 & RP8)**
  - m. Supported Living **(SL1, SLH & SLN)**
  - n. Routine, Non-Medical Transportation **(DTP & MTP)**
6. Bill DHS/DSPD for personal needs costs as these are covered through personal income such as Social Security and other income; i.e., SSA, SSI, employment.
  7. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
  8. Provide or bill DHS/DSPD for Family Training and Preparation Services (TF1 & TFA) and Family and Individual Training and Preparation Services (TFB) unless an exceptional care need exists that has been reviewed by the DHS/DSPD Associate Director and the DHS/DSPD Associate Director has approved the provision and billing of TF1, TFA or TFB.
  9. Bill DHS/DSPD for foster care maintenance for Persons in the custody of the State of Utah, DHS as this is paid by the responsible DHS agency (either the Division of Child and Family Services or the Division of Juvenile Justice Services).

C. Population Served:

The Contractor shall serve Persons from birth to age 22 with ID.RC and/or adults age 18 to 22 with ABI currently receiving services from DHS/DSPD.

D. Contractor's Qualifications:

The Contractor shall have a Child Placing- Foster License through the DHS/OL as detailed in the DHS/OL Utah Administrative Code, Rule R501-7 et. seq. and all applicable licenses as prescribed in Utah Administrative Code, Rule R501 to operate and provide the particular type of services being offered.

E. Contractor's Administrative Requirements: The Contractor shall:

1. Policies and Procedures: Have established policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
  - a. Disclose board and room charges and food stamps or other income not originating with DHS/DSPD.
  - b. Include emergency procedures for fire and other disasters that require the development and posting of an evacuation plan in each residential site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills.

- c. Govern the handling, storage, disposal and theft prevention of medication.
    - d. Provide procedures regarding the nutrition of the Person.
  2. Within 30 days of initial placement and annually thereafter, inspect and provide a report that verifies PPS Contractor's health and safety inspections for the PPS residences where each Person(s) resides. The report shall include at a minimum the following:
    - a. the name of the Person;
    - b. the location of the professional parent home;
    - c. the date of inspection;
    - d. the inspector's name (inspector cannot be the professional parent of the site being inspected); and
    - e. the finding and resolution to any corrective action.
  3. Provide on-going supervision of PPS and other support staff, and support and provide technical assistance to professional parents.
- F. Staff Qualifications: The Contractor shall ensure its professional parents:
  1. Demonstrate competency (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training shall be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.
  2. Are at least 21 years old.
- G. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 4 through 7 within 6 months of employment:
  1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  2. Receive training in the following areas:
    - a. Identification of common medications, their effects, purpose and side effects;

- b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following:
- a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.
7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
- a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct-care staff relating to the treatment and rehabilitation process,

- f. PCSP and BSP supports, and,
- g. Awareness of the family's perspective on the brain injury.

H. Contractor's Direct Service Requirements: The Contractor shall:

1. **Person-Centered Planning:** Ensure its professional parents participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP. These may include a BSP, Psychotropic Medication Plan, staff instruction sheet, and data collection and/or task analysis sheet for skill training or other support.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that pertains to the Contractor and ensure the Person is involved in its implementation.
  - c. Develop and implement Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. **Psychotropic Medications** (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall:
  - a. For Persons on psychotropic medications, complete a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
    - (1) Identification of the specific medication by its generic or brand name; the date which the medication was commenced on or is to be commenced, and dosage as determined by a qualified medical professional.
    - (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessment instruments such as the Abnormal Involuntary Movement Scale (AIMS).
    - (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.

- (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).

3. Person's Personal Funds:

- a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team immediately after resolving the emergency situation, and seek approval of the Contractor's actions. The Contractor's professional parents shall document the emergency and the Person's team approval and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to emergency situations.

- b. The Contractor shall not accept cash or allow the Person to make purchases from the Contractor or the Contractor's staff. The Contractor shall not accept, or allow its staff to receive, checks from the Person unless approved in writing from the Person's team in the event of an emergency loan, or under the circumstances detailed in paragraph (1) below. The Contractor shall ensure the Person has access to personal finances in order to cover anticipated expenditures.

(1) The Contractor may receive payments from the Person as follows:

- (a) reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and
  - (b) room and board charges.
- c. The Contractor's professional parents shall not loan or give money to a Person except in case of an emergency. Neither the Contractor nor its professional parents shall accept money or a loan from a Person served pursuant to this Contract except as specified in 3. b. above.
  - d. The Contractor or its professional parents shall inventory belongings with a purchase price or value of \$50.00 or more. The inventory shall also include other items of significance to the Person, which may be valued at less than \$50.00. The inventory shall be maintained on an ongoing basis and reviewed annually. Discarded items shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the Person/representative and one of the Contractor's professional parents or

two of the Contractor's staff, if the Person/representative is not available. Personal possessions shall be released to the Person/representative whenever the Person moves.

4. Health and Safety Requirements: The Contractor shall:
  - a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.
  - b. Ensure Persons receive training and assistance to:
    - (1) Identify primary health care practitioners;
    - (2) Obtain dental and physical examinations;
    - (3) Safely follow physician's or health care professional's orders;
    - (4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and
    - (5) Document the frequency, dosage, and type of medication taken.
  - c. Maintain the Person's health information in the Person's medical data sheet including the following:
    - (1) A record of all medical and /or dental examinations performed, including assessments, treatments, and prescribed medication(s);
    - (2) A record of all surgeries, immunizations, illnesses, chronic complaints, and significant changes in health;
    - (3) Authorization for any emergency medical treatment needed;
    - (4) A record of all medication(s) taken by the Person;
    - (5) A record of all incidents requiring first aid and/or a referral to medical personnel or a health care facility;
    - (6) A record of all medication errors; and,
    - (7) A record of all accidents or injuries.
  - d. Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's team.



- e. Immediately contact the appropriate medical professional to report the discovery of any prescribed medication error, including actual missed or suspected missed dosage, misadministration of medication, medication administered at the wrong time, or failure to follow laboratory survey schedule, etc.
  - f. Document in the Person's medical data sheet any medication errors that occur and report any medication errors to the Person's Support Coordinator and the Contractor's Director or designee within 24 hours of discovery.
  - g. Notify the Person's Support Coordinator and the Person's representative within 24 hours of the development of a medical issue for any Person, such as illness requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
  - h. Record in the Person's medical data sheet any known allergies the Person has and disclose such allergies to health care professionals serving the Person.
5. Nutritional Requirements: The Contractor or its professional parents shall:
- a. Ensure Persons have kitchen privileges with access to food and ingredients. Kitchen privileges may be limited if approved by the Human Rights Committee, in the interest of the Person's health.
  - b. Assist Persons in planning meals to meet basic nutritional standards, special diets, food preferences, customs, and appetites.
6. Transportation: The Contractor shall:
- a. Provide routine transportation to shopping and other community activities, based on the Contractor's and Person's team's reasonable and professional judgment.
  - b. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
  - c. Ensure its staff providing transportation meet the following requirements:

- (1) Persons are not left unattended in the vehicle.
- (2) Persons use seat belts and remain seated while the vehicle is in motion.
- (3) Keys are removed from the vehicle at all time when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
- (4) All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
- (5) Persons are transported in safety restraint seats when required by Utah State law.
- (6) Vehicles used for transporting Persons have working door locks. Doors are locked at all times while the vehicle is moving.
- (7) Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

7. Access to Community Services:

The Contractor shall assist the Person in obtaining assistance from community and government organizations, including but not limited to finding housing, applying for food stamps and obtaining Social Security benefits. The Contractor shall also collaborate with applicable school, public and private child welfare agencies and authorities, and other agencies/individuals involved in the Person's care.

I. Rate:

PPS is paid as a daily rate. PPS can include up to 24-hour direct-care staff support. PPS may be provided for up to 24-hours per day on legal holidays or days of school closure during the normal school year, sick days, and weekends and for 18-hours per day on days when the Person is in school, at work or receiving other daytime supports. Additional services to support a Person during the summer school recess or during off-track school periods are purchased under extended living (ELS), respite session (RPS), or day service codes.

## RESIDENTIAL HABILITATION SUPPORTS (RHS)

### A. General Description:

Residential Habilitation Supports (RHS) is a residential service designed to assist a Person to gain and/or maintain skills to live as independently as possible and fully participate in a community setting of their choosing based on the goal for community living contained in the Person's PCSP, and to avoid isolation in their homes or communities. RHS provides support, supervision, training and assistance for Persons to live in licensed and/or certified residential settings. RHS services include daily supports to maintain the Person's health and safety, and assistance with activities. Services give Persons with disabilities an alternative to institutional settings. The Person's PCSP identifies the type, frequency, and amount of support required by the Person based on the Person's requirements. Supports can include up to 24 hours of supervision, but the actual hours of direct-care staff support shall be indicated in the Person's PCSP. RHS is available to those Persons who live alone or with roommates. RHS includes maintenance of a Person's health and safety; and assistance with activities of daily living, such as eating, bathing, and dressing.

### B. Limitations: The Contractor and the Contractor's staff shall **not**:

1. Provide RHS services to Persons in the home of a relative or legal guardian.
2. Provide RHS in a Nursing Facility (NF), or an Intermediate Care Facility for Individuals with Mental Retardation (ICF/MR).
3. Bill DHS/DSPD for the following services when providing RHS: (Cannot bill for RHS and the codes listed below.)
  - a. Adult Foster Care (**AFC**)
  - b. Community Service Broker (**CSB**)
  - c. Chore (**CHA, CH1**)
  - d. Companion service (**COM, CO1**)
  - e. Consumer Preparation (**PAP**)
  - f. Family Training and Preparation Services (**TF1 & TFA**)
  - g. Family and Individual Training and Preparation Services (**TFB**)
  - h. Homemaking Services (**HSQ, HS1**)
  - i. Host Home Support (**HHS**)
  - j. Personal Assistance (PAC, PA1)
  - k. Professional Parent Supports (**PPS**)
  - l. Respite (**RP1, RP2, RP3, RP4, RP5, RP6, RP7 & RP8**)
  - m. Supported Living (**SL1, SLH & SLN**)
  - n. Routine, Non-Medical Transportation (**DTP & MTP**)
4. Bill DHS/DSPD for personal needs costs as these are covered through personal income such as Social Security and other income; i.e., SSA, SSI, employment.

5. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
6. Bill DHS/DSPD for enhanced staffing unless DHS/DSPD Form 930 has been completed and approved by the DHS/DSPD Associate Director.
7. Provide One-to-One (1:1) staff/Person ratio RHS supports unless the following conditions are met:
  - a. One-to-one (1:1) staff/Person ratio RHS supports are considered to be intrusive and are to be used only in instances in which a documented need for 1:1 supports to preserve the health and welfare of the Person served is contained within that Person's PCSP, and the determination has further been made and documented in the Person's PCSP that no less intrusive supports would adequately maintain the Person's health and welfare.
  - b. All requirements as outlined in F. Direct Service Requirements, Paragraph 10 below are met.
8. Provide or bill DHS/DSPD for Family Training and Preparation Services (TF1 & TFA) and Family and Individual Training and Preparation Services (TFB) unless an exceptional care need exists that has been reviewed by the DHS/DSPD Associate Director and the DHS/DSPD Associate Director has approved the provision and billing of TF1, TFA or TFB.

C. Contractor's Administrative Requirements:

1. Policies and Procedures: The Contractor shall have established policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
  - a. Establish the amount of time family or friends may stay as overnight guests.
  - b. Disclose board and room charges and food stamps or other income not originating with DHS/DSPD.
  - c. For residential providers, include emergency procedures for fire and other disasters that require the development and posting of an evacuation plan in each residential site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills.
  - d. Govern the handling, storage, disposal and theft prevention of medication.
  - e. Provide procedures regarding the nutrition of the Person.

D. Contractor's Qualifications:

If site based services are provided to four (4) or more Persons at any one time, the Contractor shall have a Residential Support License through the DHS/OL and all applicable licenses as prescribed in Utah Administrative Code, Rule R501 to operate and provide the particular type of services being offered. A Contractor serving fewer than four (4) Persons shall be certified by DHS/DSPD as an authorized provider of services to Persons with disabilities in accordance with Utah Code § 62A-5-103.

E. Contractor's Staff Qualifications:

The Contractor shall ensure its staff demonstrate competency in providing RHS services, as determined by the Contractor. In addition, all applicable education, and training shall be completed before performing any work for Persons without supervision.

F. Specific Training Requirements: The Contractor shall ensure its RHS staff complete and achieve competency in specific training areas 1 through 4 within 30 days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within six months of employment.

1. Receive specific staff training that prepares them to perform the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.

2. Receive training in the following:

- a. Identification of common medications, their effects, purpose and side effects;
- b. Recording and documentation of self-administration of medications;
- c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
- d. DHS/DSPD approved behavior management techniques and crisis management services.

3. Receive training specific to the Person in the following:

- a. Identification of medications and medication side effects;
- b. Recognition of illness or symptoms of health deterioration;
- c. Dietary issues specific;
- d. Critical health care issues;
- e. Swallowing and eating difficulties;

- f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
- 4. Key elements of the Americans with Disabilities Act.
  - 5. PCSP development.
  - 6. How to develop and support the Person's preferred recreational and leisure activities.
  - 7. The Contractor and the Contractor's staff providing ABI services shall demonstrate competence or awareness in the following areas:
    - a. Effects of brain injuries on behavior,
    - b. Transitioning from hospitals to community support programs including available resources,
    - c. Functional impact of brain injury,
    - d. Health and medication,
    - e. Role of the direct care staff relating to the treatment and rehabilitation process,
    - f. PCSP and BSP supports, and
    - g. Awareness of the family's perspective on the brain injury.

G. Contractor's Direct Service Requirements: The Contractor shall:

- 1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. These may include a BSP, Action Plan, Psychotropic Medication Plan, staff instruction sheet, and data collection and/or task analysis sheet for skill training or other support.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that is applicable to the Contractor and ensure the Person is involved in its implementation.

- c. Develop and implement Support Strategies for the Person. Contractor shall submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in assessments and meet at least annually (within 12 months of the last Person-Centered Process meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
  - e. Provide and maintain procedures for the provision of 1:1 staff/Person ratio RHS supports. One-to-one (1:1) staff/Person ratio RHS supports provide direct supervision to a single Person. Direct supervision means that the Person being supervised is under the uninterrupted visual and auditory surveillance of the Contractor or its direct-care staff doing the supervising. The Contractor shall ensure that all instances of the provision of 1:1 staff/Person ratio RHS supports comply with the requirements contained within this paragraph and meet the requirements contained in Paragraph 10 below.
  - f. Ensure the presence of at least one staff trained by a certified instructor, in first aid and CPR on duty with Persons at all times.
  - g. Ensure the presence of staff at each site who is responsible for supervision of the day to day operations of the site and for operation of the program.
2. Psychotropic Medications (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall:
- a. For Persons on psychotropic medications, the Contractor shall complete a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
    - (1) Identification of the specific medication by its generic or brand name; the date which the medication was commenced on or is to be commenced, and dosage as determined by a qualified medical professional.
    - (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessments instruments such as the Abnormal Involuntary Movement Scale (AIMS).
    - (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.
    - (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or

symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).

3. Person's Personal Funds:

- a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team and seek approval of the Contractor's actions. The Contractor's staff must document the financial emergency, repayment plan, and the Person's team approval of the repayment plan and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to financial emergency situations.
- b. The Contractor shall not accept cash or allow the Person to make purchases from the Contractor or the Contractor's staff. The Contractor shall not accept, or allow its staff to receive, checks from the Person unless approved in writing from the Person's team in the event of an emergency loan, or under the circumstances detailed in paragraph (1) below. The Contractor shall ensure the Person has access to personal finances in order to cover anticipated expenditures.
  - (1) The Contractor may receive payments from the Person as follows:
    - (a) Reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and
    - (b) Room and board charges.
- c. The Contractor's staff shall not loan or give money to a Person except in case of an emergency. Neither the Contractor nor its staff shall accept money or a loan from a Person served pursuant to this Contract except as specified in 5. b. above.
- d. The Contractor or its staff shall inventory belongings with a purchase price or value of \$50.00 or more. The inventory shall also include other items of significance to the Person, which may be valued at less than \$50.00. The inventory shall be maintained on an ongoing basis and reviewed annually. Discarded items shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the Person/representative and one of the Contractor's staff or two of the Contractor's staff, if the Person/representative is not available. Personal possessions shall be released to the Person/representative whenever the Person moves.



4. Health and Safety Requirements: The Contractor shall:
- a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.
  - b. Ensure Persons receive training and assistance to:
    - (1) Identify primary health care practitioners;
    - (2) Obtain dental and physical examinations;
    - (3) Safely follow physician's or health care professional's orders;
    - (4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and,
    - (5) Document the frequency, dosage, and type of medication taken.
  - c. Maintain the Person's health information in the Person's medical data sheet including the following:
    - (1) A record of all medical and /or dental examinations performed, including assessments, treatments, and prescribed medication(s),
    - (2) A record of all surgeries, immunizations, illnesses, chronic complaints, and significant changes in health,
    - (3) Authorization for any emergency medical treatment needed,
    - (4) A record of all medication(s) taken by the Person,
    - (5) A record of all incidents requiring first aid and/or a referral to medical personnel or a health care facility,
    - (6) A record of all medication errors,
    - (7) A record of all accidents or injuries,
  - d. Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's team.
  - e. Immediately contact the appropriate medical professional to report the discovery of any prescribed medication error, including actual missed or suspected missed dosage, misadministration of medication, medication

administered at the wrong time, or failure to follow laboratory survey schedule, etc.

- f. Document in the Person's medical data sheet and report any medication errors to the Person's Support Coordinator and the Contractor's Director or designee within 24 hours of discovery.
  - g. Notify the Person's Support Coordinator and the Person's representative within 24 hours of the development of a medical issue for any Person, such as illness requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
  - h. Record in the Person's medical data sheet any known allergies the Person has and disclose such allergies to health care professionals serving the Person.
5. Nutritional Requirements: The Contractor or its direct-care or direct-care supervisor staff shall:
- a. Ensure the Person has kitchen privileges with access to food and ingredients. Kitchen privileges may be limited if approved by the Human Rights Committee, in the interest of the Person's health.
  - b. Assist the Person in planning meals to meet basic nutritional standards, special diets, food preferences, customs, and appetites.
6. Transportation: The Contractor shall:
- a. Provide routine transportation to shopping and other community activities, based on the Contractor's and the Person's team's reasonable, professional judgment.
  - b. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
  - c. Ensure its direct-care staff providing transportation meet the following requirements:
    - (1) Persons are not left unattended in the vehicle.
    - (2) Persons use seat belts and remain seated while the vehicle is in motion.

- (3) Keys are removed from the vehicle at all time when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
- (4) All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
- (5) Persons are transported in safety restraint seats when required by Utah State law.
- (6) Vehicles used for transporting Persons have working door locks. Doors are locked at all times while the vehicle is moving.
- (7) Persons arrive safely at the scheduled time and arranged destination, that no Person is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

7. Access to Community Services:

The Contractor shall assist the Person in accessing community services and resources, including but not limited to finding housing, applying for food stamps, obtaining Social Security benefits.

8. One-to-one (1:1) staff/Person RHS Supports:

In all instances in which 1:1 staff/Person ratio RHS supports are provided, the Contractor shall demonstrate that it has investigated the availability and practicality of utilizing adaptive or assistive equipment and technology to meet the needs of the Person served. Such investigation shall be certified to in writing in the Person's record, and the results shall be provided to the Person's team. The Contractor shall utilize available assistive or adaptive technology whenever it has been determined that doing so will enhance the Person's freedom and will not adversely affect the Person's health and welfare.

H. Rate:

RHS is paid as a daily rate for up to 24-hour direct-care staff support. RHS is provided for up to 24-hours a day on legal holidays or days of school closure during the normal school year and weekends, and for 18-hours per day on days when the Person is in school, at work or receiving other daytime supports. Payment for services provided during days of sickness or other reasons for school or day-training absences or during periods of school or day-training closure may be paid using the Extended Living Supports (ELS) code. Payments for residential services are not made for room and board, the cost of facility maintenance, routine upkeep or improvement.

## **ROUTINE RESPITE WITHOUT ROOM AND BOARD (RP2)**

### **A. General Description:**

Routine Respite without room and board (RP2) provides a quarter hour and daily rate for one-to-one and group routine respite care to give relief to, or during the absence of, the typical caregiver. RP2 does not include payment for room and board and is provided in the Person's residence or other approved residential setting. This service may be provided in a facility-based program approved by DHS/DSPD or in the private residence of an RP2 provider.

### **B. Limitations: The Contractor shall **not**:**

1. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
2. Provide or bill DHS/DSPD for RP2 services for more than four Persons in home settings served by the Contractor at any time, including the Contractor's or its RP2 staff member's own minor children under the age of 14 in the case of services provided in a Contractor's or its RP2 staff member's home.
3. Provide or bill DHS/DSPD for RP2 services for more than six Persons per staff member in a facility-based setting.
4. Provide or bill DHS/DSPD for RP2 services for more than six hours per day if the service is provided outside the Person's home.
5. Bill DHS/DSPD for services provided to meet exceptional care needs under this service code.
6. Be responsible for providing personal belongings (clothing, personal hygiene products) and/or medicine as they are provided for and accompany the Person.
7. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
8. Provide or bill DHS/DSPD for RP2 services provided to youth in the custody of the State of Utah, Division of Child and Family Services.

### **C. Contractor's Staff Qualifications:**

The Contractor shall ensure its direct-care and direct-care supervisory staff demonstrate competency (in the services covered by the contract), as determined by the Contractor. In addition, all applicable education and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.

### **D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or**

before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receiving training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.

7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct-care staff relating to the treatment and rehabilitation process,
  - f. PCSP and BSP supports, and,
  - g. Awareness of the family's perspective on the brain injury.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to the portion of the plan that pertains to the Contractor and ensure the Person is involved in its implementation.
  - c. Submit Monthly Summaries to DHS/DSPD.
  - d. When RP2 services are delivered to a Person on a continuing basis, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

F. Rate:

RP2 includes a quarter hour and daily rate. The RP2 daily rate equals six hours or more of RP2 services. Services provided in a facility-based setting or in the private residence of the RP2 Contractor for a period of 6 hours or more (including overnight services)

should be billed using the Routine Respite with Room and Board included (RP4) service code.

For overnight stays in the Person's residence or approved residential setting, a Contractor may bill for the day the Contractor came and not the day the Contractor left if the Contractor is there less than 6 hours. The Person must have a full six hours stay to qualify for a daily rate, i.e. five hours = quarter hour rate, six hours to 24 hours = daily rate.

## EXCEPTIONAL CARE RESPITE WITHOUT ROOM AND BOARD (RP3)

### A. General Description:

Exceptional Care Respite without room and board (RP3) provides respite for Persons with exceptional medical or behavioral needs. Exceptional Care Respite without room and board provides one-to-one and group quarter hour, and daily care to give relief to, or during the absence of, the typical caregiver. RP3 provides services for Persons who may require specialized equipment. Services may be provided in the Person's residence or approved residential setting. Services provided under this service description may be provided in a facility-based program approved by DHS/DSPD or in the private residence of an RP3 provider. RP3 includes services provided to meet exceptional care needs.

### B. Limitations: The Contractor shall **not**:

1. Provide or bill DHS/DSPD for RP3 services for more than four Persons in home settings at any time, including the Contractor's or Contractor's staff member's own minor children under the age of 14.
2. Provide or bill DHS/DSPD for RP3 services if this service is provided in a facility-based setting for more than 6 Persons per staff member at any one time.
3. Provide or bill DHS/DSPD for RP3 services for more than six hours per day if the service is provided outside the Person's home.
4. Bill DHS/DSPD for services provided to meet exceptional care needs unless DHS/DSPD Form 929 has been completed and approved by the DHS/DSPD Associate Director.
5. Provide or bill DHS/DSPD for Persons who do not have ID.RC.
6. Be responsible for providing personal belongings (clothing, personal hygiene products) and/or medicine as they are provided for and accompany the Person.
7. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.
8. Provide or bill DHS/DSPD for RP3 services provided to youth in the custody of the State of Utah, Division of Child and Family Services.

### C. Contractor's Staff Qualifications:

The Contractor shall ensure its staff demonstrate competency (in the services covered by the contract), as determined by the Contractor. In addition, all applicable education and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.



- D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within 30 days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 and 6 within 6 months of employment. Competency for RP3 staff may include knowing where to find information or who to contact in case of a question or unusual event.
1. Receive specific staff training that prepares them to perform the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC.
  2. Receive training in the following:
    - a. Identification of common medications, their effects, purpose and side effects;
    - b. Recording and documentation of self-administration of medications;
    - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
    - d. DHS/DSPD approved behavior management techniques and crisis management services.
  3. Receiving training specific to the Person in the following areas:
    - a. Identification of medications and medication side effects;
    - b. Recognition of illness or symptoms of health deterioration;
    - c. Dietary issues;
    - d. Critical health care issues;
    - e. Swallowing and eating difficulties;
    - f. Principles of age appropriate community inclusion and natural support development;
    - g. Preferences and non-negotiable routines; and
    - h. Significant functional limitations and disabling conditions.
  4. Key elements of the Americans with Disabilities Act.

5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.

E. Contractor's Direct Service Requirements: The Contractor shall:

- 1 Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to the portion of the plan that pertains to the Contractor and ensure the Person is involved in its implementation.
  - c. Submit Monthly Summaries to DHS/DSPD.
  - d. When RP3 services are delivered to a Person on a continuing basis, assist in assessments and meet at least annually (within 12 months of the last PCSP process meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

F. Rate:

RP3 includes a quarter hour and daily rate. The RP3 daily rate is equal to six hours or more of RP3 services provided in the Person's home. Services provided in a facility-based setting or in the private residence of the RP3 Contractor for a period of six hours or more (including overnight services) should be billed using the Exceptional Care Respite with Room and Board included (RP5) service code.

For overnight stays in the Person's residence or approved residential setting, the Contractor may bill for the day the Contractor or provider came and not the day the Contractor or provider left if the Contractor is there less than 6 hours. The Contractor must have a full six hours stay to qualify for a daily rate, i.e. five hours = quarter hour rate, six to 24 hours = daily rate.

## **ROUTINE RESPITE WITH ROOM AND BOARD INCLUDED (RP4)**

### **A. General Description:**

Routine Respite with Room and Board included (RP4) provides one-to-one and group daily and overnight care to give relief to, or during the absence of, the typical caregiver. RP4 is always provided in a facility-based program approved by DHS/DSPD or in the private residence of the RP4 Contractor and is never provided in the Person's home. RP4 includes payment for room and board.

### **B. Limitations: The Contractor shall **not**:**

1. Provide RP4 services or bill DHS/DSPD for RP4 services for more than four Persons in the Contractor's or the Contractor's staff member's home setting including the Contractor's or the Contractor's staff member's own minor children under the age of 14; or for more than six Persons per staff member in facility-based settings.
2. Provide or bill DHS/DSPD for RP4 services provided in the Person's home.
3. Bill DHS/DSPD for services provided to meet exceptional care needs.
4. Bill DHS/DSPD for room and board as it is built into the rate for this service.
5. Be responsible for providing personal belongings (clothing, personal hygiene products) and/or medicine as they are provided for and accompany the Person.
6. Provide or bill DHS/DSPD for RP4 services provided to youth in the custody of the State of Utah, Division of Child and Family Services.

### **C. Contractor's Staff Qualifications:**

The Contractor shall ensure its staff demonstrate competency (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.

### **D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.**

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.

2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receiving training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues'
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.
7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,

- c. Functional impact of brain injury,
- d. Health and medication,
- e. Role of the direct-care staff relating to the treatment and rehabilitation process,
- f. PCSP and BSP supports, and,
- g. Awareness of the family's perspective on the brain injury.

E. Contractor's Direct Service Requirements: The Contractor shall:

- 1. **Person-Centered Planning:** Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the Person Centered Support Plan's Action Plan (PCSP). The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to the portion of the plan that pertains to the Contractor and ensure the Person is involved in its implementation.
  - c. Submit Monthly Summaries to DHS/DSPD.
  - d. If RP4 services are provided on a continuing basis to the Person, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

F. Rate:

RP4 is a daily rate. RP4 day rate is equal to six to 24 hours of respite services. For overnight stays, the Contractor may bill for the day the Person came to the Contractor's or the Contractor's RP4 staff member's home or facility-based setting and not the day the Person left if the Person is there less than 6 hours. The Person must have a full six hours stay to qualify for a daily rate.

## EXCEPTIONAL CARE RESPITE WITH ROOM AND BOARD INCLUDED (RP5)

### A. General Description:

Exceptional Care Respite with Room and Board included for Persons with exceptional medical or behavioral needs (RP5) provides one-to-one and group daily and overnight care to give relief to, or during the absence of, the typical caregiver. RP5 is provided in a facility-based program approved by DHS/DSPD but may be provided in the private residence of the RP5 Contractor and is never provided in the Person's home. RP5 includes payment for room and board. RP5 provides services for Persons with exceptional medical or behavioral care needs, or who may require specialized equipment.

### B. Limitations: The Contractor shall **not**:

1. Provide RP5 services or bill DHS/DSPD for RP5 services for more than four Persons served in the Contractor's or Contractor's staff member's home including the Contractor's or Contractor's staff member's own minor children under the age of 14; or for more than six Persons per staff member served in facility-based settings.
2. Provide or bill DHS/DSPD for RP5 services provided in the Person's home.
3. Bill DHS/DSPD for services provided to meet exceptional care needs unless DHS/DSPD Form 929 has been completed and approved by the DHS/DSPD Associate Director.
4. Provide or bill DHS/DSPD for RP5 services Persons who do not have ID.RC.
5. Be responsible for providing personal belongings (clothing, personal hygiene products) and/or medicine as they are provided for and accompany the Person.
6. Bill DHS/DSPD for room and board as it is built into the rate for this service.
7. Provide or bill DHS/DSPD for RP5 services provided to youth in the custody of the State of Utah, Division of Child and Family Services.

### C. Contractor's Staff Qualifications:

The Contractor shall ensure its staff demonstrate competency (in the services covered by the contract), as determined by the Contractor, in addition all applicable education, and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.

### D. Specific Training Requirements: The Contractor shall ensure its direct care and direct care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 and 6 within 6 months of employment. Competency for

RP3 staff may include knowing where to find information or who to contact in case of a question or unusual event.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC.
2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receiving training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects specific to the Person;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. The PCSP document may include the following separate documents: Action Plan, support strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to the portion of the plan that pertains to the Contractor and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person. Contractor shall submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. As a member of the Person's Team, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

F. Rate:

RP5 includes payment for room and board charges. RP5 includes payment for services provided to meet exceptional care needs. RP5 is a daily rate. RP5 day rate is equal to six to 24 hours of respite services. For overnight stays, the Contractor may bill for the day the Person came to the Contractor's or the Contractor's RP5 staff member's home or facility-based setting and not the day the Person left if the Person is there less than 6 hours. The Person must have a full six hours stay to qualify for a daily rate.



## RESPITE SESSION (RPS)

### A. General Description:

RPS services are provided on a session basis to relieve, or during the absence of, the typical caregiver. The service is furnished to a Person on a short-term basis in a facility or other approved community-based program and is not in the Person's or the Person's immediate family's normal place of residence. RPS is intended for care offered through a DHS/DSPD approved facility, temporary-care facility, overnight camp, summer program, or a facility providing group respite other than the private residence of the Contractor or the Person.

### B. Limitations: The Contractor shall **not**:

1. Provide or bill DHS/DSPD for RSP services for Persons who do not have ID.RC.
2. Provide RPS services or bill DHS/DSPD for RPS services in the private home or residence of either the Contractor or the Person.
3. Be responsible for providing personal belongings (clothing, personal hygiene products) and/or medicine as they are provided for and accompany the Person.
4. Provide or bill DHS/DSPD for RPS services when used as an after-school program.
5. Bill DHS/DSPD for RPS at the same hours of the day as any other service except for BC1, BC2, BC3, PM1 or PM2.
6. Bill DHS/DSPD for RPS services for supporting Person(s) in a volunteer setting unless prior written approval has been obtained from the DHS/DSPD Associate Director.

### C. Contractor's Staff Qualifications:

The Contractor shall ensure its staff demonstrate competency (in the services covered by the Contract), as determined by the Contractor, in addition all applicable education, and training must be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.

### D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 and 6 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this

service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC.

2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receiving training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to the portion of the plan that pertains to the Contractor and ensure the Person is involved in its implementation.
  - c. Submit Monthly Summaries to DHS/DSPD.
  - d. When RPS services are delivered to a Person on a continuing basis, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

F. Rate:

RPS is provided as a per session rate ranging from one program day to one program week, or as defined in the Person's PCSP.

## SUPPORTED EMPLOYMENT WITH A CO-WORKER (SEC)

### A. General Description:

Supported Employment Co-Worker (SEC) services support Persons in their efforts to obtain, maintain, and advance in competitive employment in integrated work settings. Only current SEI contractors can provide SEC services. The Contractor arranges with private businesses to provide a co-worker as an additional support to the Person under the direction of the Person's supported employment job coach provided by the Contractor. Persons can be provided SEC services whether the Person is employed on a full or part-time basis, during traditional or non-traditional workdays, and in settings where the Person is afforded the opportunity to work with others the majority of whom are without disabilities. SEC services may occur anytime during a 24-hour day.

### B. Limitations: The Contractor shall **not**:

1. Bill DHS/DSPD for services that are not for adaptations, supervision, and training required by a Person as a result of the Person's disability and shall not include billings or payment requests for the supervisory activities provided as a normal part of the business/employment setting.
2. Bill DHS/DSPD for SEC services that are available under or funded by either the Rehabilitation Act of 1973, as amended or the Individuals with Disabilities Education Act.
3. Bill DHS/DSPD for incentive payments, subsidies, or unrelated vocational training expenses, such as incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program.
4. Bill DHS/DSPD for SEC at the same hours of the day as any other service except for BC1, BC2, BC3, PM1, PM2, or MTP.
5. Bill DHS/DSPD for SEC services for supporting Person(s) in a volunteer setting unless prior written approval has been obtained from the DHS/DSPD Associate Director.

### C. Contractor's Staff Qualifications:

The Contractor shall ensure its staff providing SEI demonstrate competency (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training must be completed before performing any work for Persons without supervision.

### D. Specific Training Requirements: The Contractor shall ensure its direct care and direct care supervisory staff complete and achieve competency in specific training areas 1 through 4 within 30 days of employment or before working unsupervised with a Person.

Staff shall complete and achieve competency in training areas 5 through 7 within six months of employment.

1. Receive specific staff training that prepares them to perform the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred work activities.

7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior;
  - b. Transitioning from hospitals to community support programs including available resources;
  - c. Functional impact of brain injury;
  - d. Health and medication;
  - e. Role of the direct care staff relating to the treatment and rehabilitation process,
  - f. PCSP and BSP supports; and,
  - g. Awareness of the family's perspective on the brain injury.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. The PCSP document may include the following separate documents: Action Plan, support strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that pertains to this service and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. If the service is continuous, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Pre-placement: Bill for time spent with, or on behalf of a Person. If the activity cannot be related to a specific Person, it cannot be billed. Contractor shall bill for no more than 60 hours per Person for pre-placement and re-placement activities per year. Additional hours may be added only with the prior written approval of the DHS/DSPD Associate Director.

- a. Intake: Meet with the Person, Support Coordinator, or others in an effort to gain sufficient information on the Person in order to initiate services.
  - b. Vocational Assessments: Determine skills, interests, or behavior of Persons before employment or for the re-placement of employment. Services may be provided at an approved facility or an employment site.
  - c. Job Development and Placement: Conduct job development activities, including locating potential employers in the community; introducing the Person to specific employers; conducting job analysis; arranging for certification and other such activities that will enhance job development and placement opportunities. All such activities must be on behalf of the Person.
3. Receive payment of wages from the Person's employer and pass-through these wages to the Person receiving SEC services.

F. Record Keeping:

The SEC Contractor shall keep a record that documents the pass through of funds and co-worker supports received by the Person.

G. Rate:

SEC is a quarter hour rate paid to the Contractor to reimburse the Person's employer for the co-worker through a pass through payment.

## SUPPORTED EMPLOYMENT IN A GROUP (SED)

### A. General Description:

Supported Employment in a Group (SED) supports work groups made up of between two to eight Persons in their efforts to obtain, maintain, and advance in competitive employment in integrated work settings. Work groups are trained and supervised amongst employees who are not disabled at the host company or at self-contained business locations. SED is provided under the direction of a job coach. The Person can be provided SED services whether the Person is employed a full or part-time basis, during traditional or non-traditional workdays, and in settings where the Person is afforded the opportunity to work with others the majority of whom are without disabilities. SED may occur anytime during a 24-hour day. SED services include the provision of transportation to and from the Person's home or living facility and his/her place of employment.

### B. Limitations: The Contractor shall **not**:

1. Pay Persons receiving SED less than what is paid to other non-ID.RC or non-ABI employees performing similar labor. If the Contractor pays a Person less than the minimum wage, the Contractor must have a Certificate pursuant to Section 14 (C) of the Fair Labor Standards Act from the Federal Department of Labor permitting payment of a sub-minimum wage.
2. Bill DHS/DSPD for services that are not for adaptations, supervision, and training required by an Person as a result of the Person's disability.
3. Bill DHS/DSPD for SED services that are available under or funded by either the Rehabilitation Act of 1973, as amended or the Individuals with Disabilities Education Act.
4. Bill DHS/DSPD for incentive payments, subsidies, or unrelated vocational training expenses, such as incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program.
5. Bill DHS/DSPD for SED at the same hours of the day as any other service except for BC1, BC2, BC3, PM1, PM2, or MTP.
6. Bill DHS/DSPD for SED services for supporting Person(s) in a volunteer setting unless prior written approval has been obtained from the DHS/DSPD Associate Director.

### C. Contractor's Staff Qualifications:

The Contractor shall ensure its staff providing SED services demonstrate competency (in the services covered by the Contract), as determined by the Contractor, in addition, all



applicable education, and training must be completed before performing any work for Persons without supervision.

D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency in specific training areas 1 through 4 within 30 days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.

1. All direct care and direct care supervisory staff shall receive specific staff training that prepares them to perform the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.

5. Person centered assessment and plan development.
6. How to develop and support the Person's preferred work activities.
7. The Contractor and the Contractor's staff providing ABI services shall demonstrate competence or awareness in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct care staff relating to the treatment and rehabilitation process,
  - f. PCSP and BSP supports, and
  - g. Awareness of the Family's perspective on the brain injury.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan PCSP. The PCSP document may include the following separate documents: Action Plan, support strategies, including BSP, Psychotropic Medication Plan, staff Instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that pertains to this service and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. If the service is continuous, assist in assessments and meet at least annually (within 12 months of the last Person Centered Process meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

2. Vocational Assessments: Determine skills, interests, or behavior of Persons before employment or for the re-placement of employment. Services may be provided at an approved facility or an employment site.
3. Job Development: Conduct job development activities, including locating potential employers in the community; introducing the Person to specific employers; conducting job analysis; arranging for certification; and other such activities that will enhance the Person's job development and placement opportunities.
4. Pre-placement: Spend time with, or on behalf of a Person in an effort to secure enclave and mobile work crew employment for the Person.

F. Record Keeping:

The Contractor shall document all SED services by attendance records and time sheets.

G. Rate:

SED pays a daily rate per Person served for groups of two to eight Persons working together at the same work site under the direction of a job coach.

## SUPPORTED EMPLOYMENT ENTERPRISE (SEE)

### A. General Description:

Supported Employment Enterprise (SEE) provides quarter hour and daily one-to-one support for Persons who are working competitively to establish, maintain, and advance their self-employment in a business enterprises of the Person's creation. The Person can be provided SEE services whether the Person is assisted in developing an enterprise on a full or part-time and may occur in a variety of settings but is not intended to occur in a facility setting. SEE staff assist the Person to create a business plan, conduct a market analysis, obtain business financing, implement the business and manage the business finances. Supports may occur anytime during a 24-hour day and include training, instruction and coaching. SEE services include transporting the Person to and from the Person's home or living facility that are in support of the Person's enterprise or reimbursement for transportation expenses incurred by the Contractor in assisting the Person to develop his/her enterprise.

### B. Limitations: The Contractor shall **not**:

1. Bill DHS/DSPD for services that are not for adaptations, supervision, and training required by a Person as a result of the Person's disability.
2. Bill DHS/DSPD for SEE services that are available under or funded by either the Rehabilitation Act of 1973, as amended or the Individuals with Disabilities Education Act.
3. Bill DHS/DSPD for incentive payments, subsidies, or unrelated vocational training expenses, such as incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program.
4. Bill DHS/DSPD for SEE at the same hours of the day as any other service except for BC1, BC2, BC3, PM1 or PM2.
5. Bill DHS/DSPD for SEE services for supporting Person(s) in a volunteer setting unless prior written approval has been obtained from the DHS/DSPD Associate Director.

### C. Contractor's Staff Qualifications:

The Contractor shall ensure its staff providing SEE services demonstrate competency (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training must be completed before performing any work for Persons without supervision.

### D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency in specific training areas 1 through 4 within 30 days of employment or before working unsupervised with a Person.

Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.

1. All direct care and direct care supervisory staff shall receive specific staff training that prepares them to perform the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. Person centered assessment and plan development.
6. How to develop and support the Person's preferred work activities.

7. The Contractor and the Contractor's staff providing ABI services shall demonstrate competence or awareness in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct care staff relating to the treatment and rehabilitation process,
  - f. PCSP and BSP supports, and
  - g. Awareness of the Family's perspective on the brain injury.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. The PCSP document may include the following separate documents: Action Plan, support strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that is applicable to the Contractor and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. If the service is continuous, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Vocational Assessments: Determine skills, interests, or behavior of Person before self-employment or for the re-placement of self-employment. Services may be provided at an approved facility or an employment site.

3. Business Enterprise Development: Assist the Person to conduct business enterprise development activities, including locating potential customers in the community; introducing the Person to specific customers; conducting business development and market analyses; arranging for certification and other such activities that will enhance business enterprise development and creation opportunities, and assisting the Person with the creation of a business plan. Contractor will also work with the Person surrounding obtaining financing for the business and the creation of financial management and accounting systems. All activities must be on behalf of the Person. It is expected that the Person will normally be directly involved with each of these activities.
4. Pre-placement: Spend time with, or on behalf of a Person in an effort to secure self-employment or enterprise development for the Person.

F. Transportation: The Contractor shall:

1. Provide routine transportation related to the Person's supported employment based on the Contractor's and Person's team's reasonable and professional judgment.
2. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
3. Ensure its staff providing transportation meet the following requirements:
  - a. Persons are not left unattended in the vehicle.
  - b. Persons use seat belts and remain seated while the vehicle is in motion.
  - c. Keys are removed from the vehicle at all times when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
  - d. All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
  - e. Persons are transported in safety restraint seats when required by Utah State law.
  - f. Vehicles used for transporting Persons have working door locks and that doors are locked at all times while the vehicle is moving.
  - g. Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in

emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

G. Rate:

SEE is a daily rate. The daily rate is based on a declining quarter hour payment that decreases as the length of the day increases. SEE services that are provided for six hours or more per day are billed at a rate not to exceed that for the six hour daily rate.



## SUPPORTED EMPLOYMENT FOR INDIVIDUAL (SEI)

### A. General Description:

Supported Employment for an Individual (SEI) provides ongoing one-to-one quarter hour and daily supports to Persons in the Person's efforts to obtain, maintain, and advance in competitive employment in integrated work settings. Employment that occurs as a part of SEI services can be on a full or part-time basis, during traditional or non-traditional workdays, and in settings where the Person is afforded the opportunity to work with others, the majority of whom are without disabilities. Supports may occur anytime during a 24-hour day. Persons are compensated at a wage commensurate with their level of training and development, and are always compensated at rates consistent with Federal vocational rehabilitation policies and regulations contained within the Fair Labor Standards Act. The nature of the Person's employment and services provided under this code are always consistent with the strengths, weaknesses and goals indicated in the Person's PCSP. SEI includes transportation to and from the Person's home or living facility and the Person's job site.

### B. Limitations: The Contractor shall **not**:

1. Bill DHS/DSPD for services that are not for adaptations, supervision, and training required by a Person as a result of the Person's disability and shall not include billings or payment requests for the supervisory activities provided as a normal part of the business setting.
2. Bill DHS/DSPD for SEI services that are available under or funded by either the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act.
3. Bill DHS/DSPD for incentive payments, subsidies, or unrelated vocational training expenses, such as incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program.
4. Pay Persons receiving Supported Employment services less than is paid to other non-ID.RC or non-ABI employees providing similar labor. If the employer or the Contractor pays a Person less than minimum wage, the employer or the Contractor (depending on which entity actually pays the Person) must have a Certificate pursuant to Section 14 (C) of the Fair Labor Standards Act from the Federal Department of Labor permitting payment of a sub-minimum wage.
5. Bill DHS/DSPD for SEI at the same hours of the day as any other service except for BC1, BC2, BC3, PM1 or PM2.
6. Bill DHS/DSPD for SEI services for supporting Person(s) in a volunteer setting unless prior written approval has been obtained from the DHS/DSPD Associate Director.

C. Contractor's Staff Qualifications:

The Contractor shall ensure its staff providing SEI demonstrate competency (in the services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training must be completed before performing any work for Persons without supervision.

D. Specific Training Requirements: The Contractor shall ensure its direct care and direct care supervisory staff complete and achieve competency in specific training areas 1 through 4 within 30 days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within six months of employment.

1. Receive specific staff training that prepares them to perform the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
2. Receive training in the following:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and



Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.

2. Pre-placement: Bill for time spent with, or on behalf of a Person. If the activity cannot be related to a specific Person, it cannot be billed. Contractor shall bill for no more than 60 hours per Person for pre-placement and re-placement activities per year. Additional hours may be added only with the prior written approval of the DHS/DSPD Associate Director.
  - a. Intake: Meet with the Person, Support Coordinator, or others in an effort to gain sufficient information on the Person in order to initiate services.
  - b. Vocational Assessments: Determine skills, interests, or behavior of Persons before employment or for the re-placement of employment. Services may be provided at an approved facility or an employment site.
  - c. Job Development and Placement: Conduct job development activities, including locating potential employers in the community; introducing the Person to specific employers; conducting job analysis; arranging for certification and other such activities that will enhance job development and placement opportunities. All such activities must be on behalf of the Person.
3. On-going support services: Provide ongoing support to the Person in obtaining and maintaining employment, including the following:
  - a. Job Skills Training: Provide on-site monitoring and training, or retraining, as needed for specific job tasks with the primary goal of reducing the need for support and promoting independence, and maintain records of the Person's progress. Job skill training shall be provided by the Contractor at least twice monthly in order to continue billing for SEI services.
  - b. Job Advisement: Advise or discuss with the Person or others any aspect of the processes of obtaining and maintaining work; developing and implementing guidelines for worker conduct in line with employer expectations; and resolving any problems in the work place. SEI services will also include development and facilitation of natural supports and teaching Persons to effectively use and maintain those supports. Contractor may also advise Person on the relationship between earned income and benefits (SSI, Medicaid, insurance, etc.).
  - c. Traveling: The Contractor may bill SEI for time spent traveling to the Person's worksite for training or monitoring purposes that is approved in the Person's PCSP.

4. If the Person loses his or her job, bill no more than 60 hours per year in investigating and effecting new job placement, and shall refer the Person back to the Division of Vocational Rehabilitation, if the process of securing re-employment takes longer to effect than one year from the date of closure of the case by the Division of Vocation Rehabilitation.

F. Transportation: The Contractor shall:

1. Provide routine transportation related to the Person's supported employment based on the Contractor's and Person's team's reasonable and professional judgment.
2. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.
3. Ensure its staff providing transportation meet the following requirements:
  - a. Persons are not left unattended in the vehicle.
  - b. Persons use seat belts and remain seated while the vehicle is in motion.
  - c. Keys are removed from the vehicle at all times when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
  - d. All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
  - e. Persons are transported in safety restraint seats when required by Utah State law.
  - f. Vehicles used for transporting Persons have working door locks and that doors are locked at all times while the vehicle is moving.
  - g. Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

G. Record Keeping:

The Contractor shall document all services by attendance records or time sheets.

H. Rate:

SEI is a daily rate. The daily rate is based on a declining quarter hour payment that decreases as the length of the day increases. SEI services that are provided for six hours or more per day are billed at a rate not to exceed that for the six hour daily rate.

## SUPPORTED LIVING QUARTER HOURLY (SLH)

### A. General Description:

Supported Living Quarter hourly (SLH) provides one-to-one quarter hourly support, supervision, training and assistance for Persons to live as independently as possible. This service is available to those who live alone in their own homes, with roommates, or a spouse or for adults who live with their parents or other related caregivers when the Contractor is identified as the party with the primary responsibility for maintaining the Person's health and safety. SLH activities are prioritized based upon the Person's assessed needs but always include maintenance of the Person's health and safety, personal care services, homemaker, chore attendant care, medication observation and recording, advocacy, communication, assistance with activities of daily living and activities of daily living, transportation to access community activities and shopping, keeping track of money and bills and using the telephone; and indirect services such as socialization, self-help and adaptive/compensatory skills development necessary to reside successfully in the community.

### B. Limitations: The Contractor shall **not**:

1. Bill DHS/DSPD for services to Persons receiving the following services and SLH: (Cannot bill for SLH and the codes listed below.)
  - a. Adult Foster Care (**AFC**)
  - b. Community Service Broker (**CSB**)
  - c. Chore (**CHA, CH1**)
  - d. Companion service (**COM, CO1**)
  - e. Consumer Preparation (**PAP**)
  - f. Family Training and Preparation Services (**TFA & TF1**)
  - g. Family and Individual Training and Preparation Services (**TFB**)
  - h. Homemaking Services (**HSQ, HS1**)
  - i. Host Home Support (**HHS**)
  - j. Routine, Non-Medical Transportation (**DTP & MTP**)
  - k. Professional Parent Supports (**PPS**)
  - l. Personal Assistance (PAC, PA1)
  - m. Residential Habilitation Routine Support (**RHS**)
  - n. Respite (**RP1, RP2, RP3, RP4, RP5, RP6, RP7 & RP8**)
  - o. Supported Living with Natural Supports (**SLN**)
  - p. Supported Living-Quarter hour-Family managed (**SL1**)
2. Bill DHS/DSPD for SLH services to Persons who are simultaneously receiving Day Support or Supported Employment services.
3. Bill DHS/DSPD for personal needs costs as these are covered through personal income such as Social Security and other income; i.e., SSA, SSI, employment.
4. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.

5. Bill DHS/DSPD for Family Training and Preparation Services (TF1 & TFA) and Family and Individual Training and Preparation Services (TFB) unless an exceptional care need exists that has been reviewed by the DHS/DSPD Associate Director and the DHS/DSPD Associate Director has approved the billing of TF1, TFA or TFB.
  6. Provide or bill DHS/DSPD for SLH services to youth in the custody of the State of Utah DHS, Division of Child and Family Services.
- C. Contractor's Administrative Requirements: The Contractor shall maintain Policies and Procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
1. Include emergency procedures for fire and other disasters that require the development and posting of an evacuation plan in each residential site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills;
  2. Govern the handling, storage, disposal and theft prevention of medication; and
  3. Provide procedures regarding the nutrition of the Person.
- D. Contractor's Staff Qualifications:
- The Contractor shall ensure its staff providing SLH services demonstrate competency in providing SLH services, as determined by the Contractor, in addition, all applicable education, and training shall be completed before performing any work for Persons without supervision.
- E. Specific Training Requirements: The Contractor shall ensure its direct care and direct care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.
1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  2. Receive training in the following:
    - a. Identification of common medications, their effects, purpose and side effects;
    - b. Recording and documentation of self-administration of medications;



- c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
- 3. Receiving training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
- 4. Key elements of the Americans with Disabilities Act.
- 5. PCSP development.
- 6. How to develop and support the Person's preferred recreational and leisure activities.
- 7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct care staff relating to the treatment and rehabilitation process,

- f. PCSP and BSP supports, and,
- g. Awareness of the family's perspective on the brain injury.

F. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement the applicable portion of the PCSP's Action Plan. These may include a BSP, Psychotropic Medication Plan, staff instruction sheet, and data collection and/or task analysis sheet for skill training or other support.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that is applicable to the Contractor and ensure the Person is involved in its implementation.
  - c. Develop and implement Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in assessments and meet at least annually (within 12 months of the last PCPS process meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Psychotropic Medications (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall:
  - a. For Persons on psychotropic medications, complete a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
    - (1) Identification of the specific medication by its generic or brand name; the date on which the medication was commenced or is to be commenced, and dosage as determined by a qualified medical professional.
    - (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessment instruments such as the Abnormal Involuntary Movement Scale (AIMS).
    - (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.

- (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).

3. Person's Personal Funds:

- a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team and seek approval of the Contractor's actions. The Contractor's staff must document the financial emergency, repayment plan, and the Person's team approval of the repayment plan and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to financial emergency situations.
- b. The Contractor shall not accept cash or allow the Person to make purchases from the Contractor or the Contractor's staff. The Contractor shall not accept or allow its staff to receive, checks or any other financial medium from the Person unless approved in writing from the Person's team in the event of an emergency loan, or under the circumstances detailed in paragraph (1) below. The Contractor shall ensure the Person has adequate access to personal finances without fee in order to cover anticipated expenditures.
  - (1) Persons may make payments to the Contractor as follows:
    - (a) Reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and allowable by contract; and
    - (b) Room and board charges.
- c. The Contractor's staff shall not loan or give money to a Person except in an emergency. Neither the Contractor nor its staff shall accept money or a loan from a Person served pursuant to this Contract except as specified in 3.b. above.
- d. The Contractor or its staff shall inventory all of the Person's belongings with a purchase price or value of \$50.00 or more shall be inventoried. The inventory shall also include other items of significance to the Person, which may cost less than \$50.00. The inventory shall be maintained on an ongoing basis and reviewed annually. Discarded items shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the

Person/representative and one Contractor staff or two Contractor staff if the Person/representative is not available. Personal possessions shall be released to the Person/representative whenever the Person moves.

4. Health and Safety Requirements: The Contractor shall:
  - a. Ensure that Persons receive training and are provided opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.
  - b. Ensure Persons receive training and assistance to:
    - (1) Identify primary health care practitioners and the means to contact them;
    - (2) Obtain dental and physical examinations;
    - (3) Safely follow physician's or health care professional's orders;
    - (4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and
    - (5) Document the frequency, dosage, and type of medication taken.
  - c. Maintain the Person's health information in the Person's medical data sheet including the following:
    - (1) A record of all medical and /or dental examinations performed, including assessments, treatments, and prescribed medication(s);
    - (2) A record of all surgeries, immunizations, illnesses, chronic complaints, and significant changes in health;
    - (3) Authorization for any emergency medical treatment needed;
    - (4) A record of all medication(s) taken by the Person;
    - (5) A record of all incidents requiring first aid and/or a referral to medical personnel or a health care facility;
    - (6) A record of all medication errors;
    - (7) A record of all accidents or injuries;
    - (8) A record of the reports of psychological evaluations, if any;

- (9) A record of any allergies the Person suffers from;
  - (10) A record detailing the Person's guardianship/legal status; and
  - (11) A record of any advance directives.
- d. Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's team.
  - e. Immediately contact the appropriate medical professional to report the discovery of any prescribed medication error, including actual missed or suspected missed dosage, incorrect self-administration of medication, medication self-administered at the wrong time, or failure to follow laboratory survey schedule, etc.
  - f. Document in the Person's medical data sheet any medication errors and report any medication errors to the Person's Support Coordinator and the Contractor's Director or designee within 24 hours of discovery.
  - g. Notify the Person's Support Coordinator and the Person's representative within 24 hours of discovery of the development of a medical issue for any Person, such as illness requiring medical appointments or an emergency room visit or confinement in an inpatient setting. This does not include medical appointments for general health check-ups.
  - h. Record in the Person's medical data sheet any known allergies the Person has and disclose such allergies to health care professionals serving the Person.
5. Nutritional Requirements: The Contractor or its direct-care or direct-care supervisory staff shall assist Persons in planning meals to meet basic nutritional standards, special diets, food preferences, customs, and appetites.
6. Transportation: The Contractor shall:
- a. Provide routine transportation to shopping and other community activities, based on the Contractor's and Person's team's reasonable, professional judgment.
  - b. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and auto insurance in the employee's file.

- c. Ensure its direct-care staff providing transportation meet the following requirements:
- (1) Persons are not left unattended in the vehicle.
  - (2) Persons use seat belts and remain seated while the vehicle is in motion.
  - (3) Keys are removed from the vehicle at all time when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
  - (4) All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
  - (5) Persons are transported in safety restraint seats when required by Utah State law.
  - (6) Vehicles used for transporting Persons have working door locks. Doors are locked at all times while the vehicle is moving.
  - (7) Persons arrive safely at the scheduled time and arranged destination, that no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

7. Access to Community Services:

The Contractor shall assist the Person in accessing community services and resources, including but not limited to finding housing, applying for food stamps, and obtaining Social Security benefits.

G. Rate:

SLH is a one-to-one, quarter hour rate.

## SUPPORTED LIVING NATURAL (SLN)

### A. General Description:

Supported Living with Natural Supports (SLN) provides one-to-one quarter hour support, supervision, training and assistance to children and adults (Persons) who live with their parents or other relatives. SLN is a reduced version of SLH and is used when the parents or other relatives take the primary responsibility for the Person's health and safety, management of benefits, medication observation and recording, and activities of daily life. This service is available to Persons who live in the home of their parents or other relatives and who need intermittent support to access community, avoid isolation and complete activities of daily living. SLN may include personal care services, homemaker, chore attendant care, advocacy, communication, assistance with activities of daily living and activities of daily living, transportation to access community activities and shopping, keeping track of money and bills and using the telephone; and indirect services such as socialization, self-help and adaptive/compensatory skills development necessary to reside successfully in the community.

### B. Limitations: The Contractor shall **not**:

1. Bill DHS/DSPD for SLN services to Persons who receiving the following services: (Cannot bill for SLN and the codes listed below.)
  - a. Adult Foster Care (**AFC**)
  - b. Community Service Broker (**CSB**)
  - c. Chore (**CHA, CH1**)
  - d. Companion service (**COM, CO1**)
  - e. Consumer Preparation (**PAP**)
  - f. Family Training and Preparation Services (**TFA & TF1**)
  - g. Family and Individual Training and Preparation Services (**TFB**)
  - h. Homemaking Services (**HSQ, HS1**)
  - i. Host Home Support (**HHS**)
  - j. Routine, Non-Medical Transportation (**DTP & MTP**)
  - k. Personal Assistance (**PAC, PA1**)
  - l. Professional Parent Supports (**PPS**)
  - m. Residential Habilitation Routine Support (**RHS**)
  - n. Respite (**RP1, RP2, RP3, RP4, RP5, RP6, RP7 & RP8**)
  - o. Supported Living with Natural Supports (**SLN**)
  - p. Supported Living-Quarter hour-Family managed (**SL1**)
2. Bill DHS/DSPD for SLN services to Persons who are simultaneously receiving Day Support or Supported Employment services.
3. Bill DHS/DSPD for personal needs costs as these are covered through personal income such as Social Security and other income; i.e., SSA, SSI, employment.
4. Bill DHS/DSPD for room and board, the cost of facility maintenance, routine upkeep or improvement.

5. Bill DHS/DSPD for Family Training and Preparation Services (TF1 & TFA) and Family and Individual Training and Preparation Services (TFB) unless an exceptional care need exists that has been reviewed by the DHS/DSPD Associate Director and the DHS/DSPD Associate Director has approved the billing of TF1, TFA or TFB.
  6. Provide or bill DHS/DSPD for SLN services to youth in the custody of the State of Utah DHS, Division of Child and Family Services.
- C. Contractor's Administrative Requirements: The Contractor shall maintain Policies and Procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
1. Include emergency procedures for fire and other disasters that require the development and posting of an evacuation plan in each residential site, quarterly training on evacuation procedures and documentation of quarterly evacuation drills; and
  2. Govern the handling, storage, disposal and theft prevention of medication;
- D. Contractor's Staff Qualifications:
- The Contractor shall ensure all of its SLN staff demonstrate competency (in the SLN services covered by the Contract), as determined by the Contractor. In addition, all applicable education, and training shall be completed before the delivery of any supports to Persons and before performing any work for Persons without supervision.
- E. Specific Training Requirements: The Contractor shall ensure its direct care and direct care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 through 7 within 6 months of employment.
1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC and ABI.
  2. Receive training and achieve competency in the following:
    - a. Identification of common medications, their effects, purpose and side effects;
    - b. Recording and documentation of self-administration of medications;



- c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receiving training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.
7. The Contractor shall certify in writing that its staff providing ABI services has completed training and achieved competency in the following areas:
  - a. Effects of brain injuries on behavior,
  - b. Transitioning from hospitals to community support programs including available resources,
  - c. Functional impact of brain injury,
  - d. Health and medication,
  - e. Role of the direct care staff relating to the treatment and rehabilitation process,
  - f. PCSP and BSP supports, and,

- g. Awareness of the family's perspective on the brain injury.

F. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services.
  - a. The Contractor is responsible for implementing the applicable portion of the PCSP's Action Plan. These may include a BSP, Psychotropic Medication Plan, staff instruction sheet, and data collection and/or task analysis sheet for skill training or other support.
  - b. Once the PCSP has been developed, orient the Person to that part of the plan that is applicable to the Contractor and ensure the Person is involved in its implementation.
  - c. Develop and implement Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. Assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Psychotropic Medications (include any drug prescribed to stabilize or improve mood, mental status, or behavior). The Contractor shall:
  - a. For Persons on psychotropic medications, complete a specific type of Support Strategy referred to as a Psychotropic Medication Plan that contains the following information:
    - (1) Identification of the specific medication by its generic or brand name; the date on which the medication was commenced or is to be commenced, and dosage as determined by a qualified medical professional.
    - (2) Identification of side effects to monitor. When antipsychotic medications are used, monitoring procedures shall utilize standardized assessment instruments such as the Abnormal Involuntary Movement Scale (AIMS).
    - (3) A statement of specific behaviors or symptoms targeted to assess advantages and disadvantages of the prescribed psychotropic medications.
    - (4) Identification of other supports and services that are available and would be useful in the treatment of the targeted behavior or

symptom and/or any related illness or condition of the Person. Such supports or services may include BSPs, psychotherapy or laboratory studies (for example, blood work to check lithium serum level, Complete Blood Count (CBC), liver function).

3. Person's Personal Funds:

a. In the event of an emergency situation, the Contractor may write a check to the Person or the Person may borrow money from the Contractor. The Contractor shall notify the Person's team immediately after resolving the emergency situation, and seek approval of the Contractor's actions. The Contractor's staff must document the financial emergency, repayment plan, and the Person's team approval of the repayment plan and maintain this documentation in the Person's record. The Contractor shall have policies and procedures in place to make sure a Person does not continuously owe the Contractor money due to financial emergency situations.

b. The Contractor shall not accept cash or allow the Person to make purchases from the Contractor or the Contractor's staff. The Contractor shall not accept, or allow its staff to receive cash or checks from the Person to make payments to the Contractor or Contractor's staff except in the event of an emergency, or under the circumstances detailed in paragraph (1) below. The Contractor shall ensure the Person has adequate access to personal finances without fee in order to cover anticipated expenditures.

(1) The Contractor may receive payments from the Person as follows:

(a) Reimbursement to the Contractor for destruction of property by the Person, if approved by the Person's team, and

(b) Room and board charges;

c. The Contractor's staff shall not loan or give money to a Person, except in case of an emergency. Neither the Contractor nor its staff shall accept money or a loan from a Person served pursuant to this Contract except as specified in 3.b. above.

d. The Contractor or its staff shall inventory all of the Person's belongings with a purchase price or value of \$50.00 or more shall be inventoried. The inventory shall also include other items of significance to the Person, which may cost less than \$50.00. The inventory shall be maintained on an ongoing basis and reviewed annually. Discarded items shall be deleted from the inventory list. Documentation of the reason for the deletion of an item shall be maintained and shall require the signature of the Person/representative and one Contractor staff or two Contractor staff if

the Person/representative is not available. Personal possessions shall be released to the Person/representative whenever the Person moves.

4. Health and Safety Requirements: The Contractor or the Contractor's direct-care and direct-care supervisory staff shall:
  - a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP, and as allowed by the Person's Medicaid and insurance plans.
  - b. Ensure Persons receive training and assistance to:
    - (1) Identify primary health care practitioners;
    - (2) Obtain dental and physical examinations;
    - (3) Safely follow physician's or health care professional's orders;
    - (4) Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken according to the schedule prescribed by the Person's physician or health care professional; and,
    - (5) Document the frequency, dosage, and type of medication taken.
  - c. Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's team.
  - d. Immediately contact the appropriate medical professional to report the discovery of any prescribed medication error, including but not limited to actual missed or suspected missed dosage, misadministration of medication, medication administered at the wrong time, or failure to follow laboratory survey schedule.
  - e. Document in the Person's medical data sheet any medication errors that occur and report to the Support Coordinator and the Contractor's Director or designee within 24 hours of discovery.
  - f. Notify the Support Coordinator and Person's legal representative/guardian within 24 hours of discovery of the development of a medical issue for the Person served, such as illness requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
  - g. Record in the Person's medical data sheet any known allergies the Person has and shall disclose such allergies to health care professionals serving the Person.

5. Nutritional Requirements: The Contractor or its direct care or direct-care supervisor staff shall assist Persons in planning meals to meet basic nutritional standards, special diets, food preferences, customs, and appetites.
6. Transportation: The Contractor shall:
  - a. Provide routine transportation to shopping and other community activities, based on the Contractor's and Person's team's reasonable, professional judgment.
  - b. Check the driving records annually for its staff who provide transportation services, and shall ensure that drivers have a current and valid driver's license. In addition to the Contractor maintaining automobile insurance consistent with the requirements of Part I, Section B. Paragraph c (1) (b) of this Contract, the Contractor shall check annually that drivers providing transportation in their personal vehicles have their own current automobile registration and insurance. The Contractor shall keep documentation of this review and have copies of the driver's record and automobile insurance in the employee's file.
  - c. Ensure its direct-care staff providing transportation meet the following:
    - (1) Persons are not left unattended in the vehicle.
    - (2) Persons use seat belts and remain seated while the vehicle is in motion.
    - (3) Keys are removed from the vehicle at all time when the driver is not in the driver's seat unless the driver is actively operating a lift on vehicles that require the keys to be in the ignition to operate the lift.
    - (4) All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
    - (5) Persons are transported in safety restraint seats when required by Utah State law.
    - (6) Vehicles used for transporting Persons have working door locks. Doors are locked at all times while the vehicle is moving.
    - (7) Persons arrive safely at the scheduled time and arranged destination, that no Person is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver may wait until another driver arrives to complete the transport.

7. Access to Community Services:

The Contractor shall assist the Person in accessing community services and resources, including but not limited to finding housing, applying for food stamps, obtaining Social Security benefits.

G. Rate:

SLN is a one-to-one, quarter hour rate.

## **FAMILY TRAINING AND PREPARATION (TFA)**

### **A. General Description:**

Family Training and Preparation Services (TFA) can include training Person's with ID.RC or their families in areas such as parenting, skill training for daily living or social-leisure-recreation, collaborating with school and others, designing support strategies, building physical stamina and strength, nutrition, and communication. Services billed under this code are intended to help Person's and their families participating in the Self-Administered Services method with the acquisition of skills necessary to function effectively as employers of their self-administered supports. This includes training in the skills necessary to recruit and select employees, the legal requirements of hiring and retaining employees, methods of employee supervision, and the requirements and techniques of discharging employees. The services are intended to supplement, the basic instruction and training offered to Persons using Financial Management Services (FMS) by their FMS provider. Training is provided intermittently on a consulting basis.

TFA can be provided in or out of the Person's home. These supports may include providing instruction, supervision and training to the family/care giver/Person in all areas of daily living. The activities will not consist solely of supervision, companionship or observation of the Person during leisure and other community events, but shall include other activities that are identified in the Person's PCSP as necessary for continued skill development.

### **B. Limitations: The Contractor shall **not**:**

1. Provide or bill DHS/DSPD for TFA services to Persons who are receiving the following services:
  - a. Residential Habilitation Supports (**RHS**),
  - b. Host Home Supports (**HHS**),
  - c. Professional Parent Supports (**PPS**), and
  - d. Supported Living (**SL1, SLH & SLN**) However, with regard to Supported Living services, if an exceptional care need exists that has been reviewed and approved by the DHS/DSPD Associate Director, the Contractor may provide and bill DHS/DSPD for TFA.
2. Provide or bill DHS/DSPD for TFA activities that consist solely of supervision, companionship or observation of the individual during leisure and other community events.
3. Provide or bill DHS/DSPD for TFA services to foster families.
4. Provide or bill DHS/DSPD for TFA services to children in the custody of the State of Utah DHS, Division of Child and Family Services.
5. Provide or bill DHS/DSPD for TFA services to Persons who do not have ID.RC.

C. Contractor's Staff Qualifications:

The Contractor shall ensure that its staff demonstrate competency (in the services covered by the contract), as determined by the Contractor. In addition all applicable education and training shall be completed before the delivery of any supports to Persons and performing any work for Persons without supervision.

D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 and 6 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC.
2. Receive training in the following areas:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and



- h. Significant functional limitations and disabling conditions.
- 4. Key elements of the Americans with Disabilities Act.
- 5. PCSP development.
- 6. How to develop and support the Person's preferred recreational and leisure activities.

E. Contractor's Direct Service Requirements: The Contractor shall:

- 1. Person-Centered Planning: Ensure its direct-care and direct-care supervisory staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement its applicable portion of the PCSP. The PCSP document may include the following separate documents: Action Plan, Support Strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that portion of the plan that pertains to them and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. In the case of services that are offered on a recurring basis, and as a member of the Person's team, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
- 2. Health and Safety Requirements: The Contractor or the Contractor's direct-care and direct-care supervisory staff shall:
  - a. Ensure Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the PCSP.
  - b. Notify the Person's Support Coordinator and the Person's legal Representative/guardian within 24 hours of the Person developing any apparent medical need.

- c. Notify the Person's Support Coordinator and the Person's legal Representative/guardian within 24 hours of the development of any apparent medical need for the Person.
- d. Provide services and supports through TFA that attempt to accomplish a clearly defined outcome that is outlined in the PCSP, including the expected duration of the activity and the measures to be used to gauge progress.

F. Rate:

TFA is a quarter hour rate one-to-one service.

## FAMILY AND INDIVIDUAL TRAINING AND PREPARATION (TFB)

### A. General Description:

Family and Individual Training and Preparation (TFB) provide training and guidance services for the Persons and their family member(s). For purposes of this service, "family" is defined as the individuals who live with or provide care to a Person served under the HCBS waiver, and may include a parent, spouse, children, relatives, or in-laws. "Family" does not include individuals who are employed to care for the Person. Training includes instruction about treatment regimens and use of equipment specified in the plan of care, and shall include updates as necessary to safely maintain the Person at home and to maintain the integrity of the family unit. Training may also include instructions on how to access services, how to participate in the self-direction of care, how to hire, fire and evaluate service providers, consumer choices and rights, consumer's personal responsibilities and liabilities when participating in Person-directed programs (e.g., billing, reviewing and approving timesheets), instruction to the family, skills development training to the Person relating to interventions to cope with problems or unique situations occurring within the family, techniques of behavioral support, social skills development, and accessing community cultural and recreational activities.

TFB is intended for families with considerably more complex or dysfunctional issues than those receiving Family Training and Preparation (TFA) services, and may include families with multiple Persons within the family; or families receiving this service that have been assessed as requiring a more sophisticated level of training and assistance than those receiving routine TFA services.

TFB services may also include those that enhance the Person's ability to exercise individual rights as a member of society through self-sufficiency and informed decision-making. Supports include: (a) Training in conflict resolution and mediation of disagreements, and forming a consensus; (b) Identifying, building, and maintaining natural supports; and, (c) Instructing and consulting with families on ways to become as self-sufficient as possible.

### B. Limitations: The Contractor shall **not**:

1. Provide TFB services to Persons who are receiving the following services:
  - a. Residential Habilitation Supports (**RHS**),
  - b. Host Home Supports (**HHS**),
  - c. Professional Parent Supports (**PPS**), and
  - d. Supported Living (**SL1, SLH & SLN**) However, with regard to Supported Living services, if an exceptional care need exists that has been reviewed and approved by the DHS/DSPD Associate Director, the Contractor may provide and bill DHS/DSPD for TFB.
2. Allow anyone to provide TFB services who is separated from employment as a TFB provider *for cause*. Anyone who has been separated from employment as a TFB provider for cause shall be immediately de-certified by DHS/DSPD and shall

not be eligible for reinstatement of his/her certification to provide TFB services. However, should the separation from employment as a TFB provider for cause be reversed by a court or agency of appropriate jurisdiction, then such certification to provide TFB services will be immediately restored by DHS/DSPD.

3. Provide or bill DHS/DSPD for TFB services to Person who do not have ID.RC.
4. Provide or bill DHS/DSPD for TFB services that consist solely of supervision, companionship or observation of the individual during leisure and other community events.
5. Provide or bill DHS/DSPD for TFB services to foster families.
6. Provide or bill DHS/DSPD for TFB services to children in the custody of the State of Utah DHS, Division of Child and Family Services.

C. Contractor's Staff Qualifications: The Contractor shall ensure its staff providing TFB services:

1. Have a Bachelor's or advanced degree in social or behavioral sciences, including specific topical training in family and individual consultation.
2. Demonstrate competency in the TFB services covered by the Contract, as determined by the Contractor. In addition all applicable education and training shall be completed before the delivery of any supports to Persons and before providing any work for Persons without supervision.
3. Complete a training course provided by DHS/DSPD and approved by the State Medicaid Agency and must demonstrate competency by successfully completing a learning assessment in the following:
  - a. Self-determination,
  - b. Natural supports, and
  - c. Instruction and/or consultation with families/siblings on:
    - (1) Assisting self sufficiency, and
    - (2) Safety

D. Specific Training Requirements: The Contractor shall ensure its direct-care and direct-care supervisory staff complete and achieve competency (as determined by the Contractor) in specific training areas 1 through 4 within thirty days of employment or before working unsupervised with a Person. Staff shall complete and achieve competency in training areas 5 and 6 within 6 months of employment.

1. Receive specific staff training that prepares them to complete the critical job functions for this service and orients them to the Person being supported by this service. Training shall be conducted by qualified trainers with professional experience and knowledge in providing services and supports to Persons with ID.RC.
2. Receive training in the following areas:
  - a. Identification of common medications, their effects, purpose and side effects;
  - b. Recording and documentation of self-administration of medications;
  - c. Commonly used medications including the reason and circumstance for administration, dose, and scheduling; and
  - d. DHS/DSPD approved behavior management techniques and crisis management services.
3. Receive training specific to the Person in the following areas:
  - a. Identification of medications and medication side effects;
  - b. Recognition of illness or symptoms of health deterioration;
  - c. Dietary issues;
  - d. Critical health care issues;
  - e. Swallowing and eating difficulties;
  - f. Principles of age appropriate community inclusion and natural support development;
  - g. Preferences and non-negotiable routines; and
  - h. Significant functional limitations and disabling conditions.
4. Key elements of the Americans with Disabilities Act.
5. PCSP development.
6. How to develop and support the Person's preferred recreational and leisure activities.

E. Contractor's Direct Service Requirements: The Contractor shall:

1. Person-Centered Planning: Ensure its staff participate in and comply with the requirements of the DHS/DSPD PCSP in providing services, and the Contractor shall:
  - a. Implement its applicable portion of the PCSP. The PCSP document may include the following separate documents: Action Plan, support strategies, including BSP, Psychotropic Medication Plan, staff instruction sheet, data collection and/or task analysis sheet.
  - b. Once the PCSP has been developed, orient the Person to that portion of the plan that pertains to them and ensure the Person is involved in its implementation.
  - c. Develop Support Strategies for the Person, and submit Support Strategies and Monthly Summaries to DHS/DSPD.
  - d. In the case of services that are offered on a recurring basis, assist in assessments and meet at least annually (within 12 months of the last PCSP meeting) to review the Person's service/support requirements and to make adjustments as necessary based on the Person's needs. However, it may meet more often as determined by the Person or other members of the Person's team.
2. Health and Safety Requirements: The Contractor or its direct-care or direct-care supervisory staff shall:
  - a. Ensure that Persons receive training and are provided with opportunities to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the Person's PCSP.
  - b. Notify the Person's Support Coordinator and the Person's legal Representative/guardian within 24 hours of the development of any apparent medical need for the Person.
3. Provide services and supports through TFB that attempt to accomplish a clearly defined outcome that is outlined in the PCSP, including the expected duration of the activity and the measures to be used to gauge progress.

F. Rate:

TFB is a quarter hour rate service.

## **PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES**

The Contractor shall comply with the following objective based performance requirements:

1. **Person Centered Objectives.** If a program or service covered by this Contract requires a PCSP, the PCSP must include individualized treatment objectives that address the assessed needs of the Person. The PCSP must prescribe an integrated program of therapies, activities, and experiences to meet the Person's treatment objectives. The PCSP must also include reasonable measures to evaluate and ensure the Contractor meets the Person's individualized treatment objectives.
2. **Internal Quality Management.** The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's programs as required in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by DHS/DSPD.
3. **Customer or Client Satisfaction Surveys:** The Contractor understands that DHS is committed to providing client-oriented services, and that DHS and DHS/DSPD often conduct client-satisfaction surveys to ensure that services are appropriate for the clients served. The Contractor and/or its subcontractor therefore agree to cooperate with all DHS and DHS/DSPD-initiated client or customer feedback activities.

## **PART IV: PAYMENT AND BILLING INFORMATION**

### **SECTION A: TYPE AND AMOUNT OF CONTRACT**

This Contract is a "**Unit of Service (Rate-Based) / Non-Fixed Amount Contract**". Payment to the Contractor shall be based on individual units of service provided by the Contractor at rates not exceeding those specified in the Rate Table below. DHS has not set a limit on the total amount the Contractor may receive for providing services pursuant to this Contract; however, Contractor's compensation must comply with the rates identified in this Contract.

### **SECTION B: PAYMENT TERMS**

Payment pursuant to this contract shall be made only if DHS places clients with, or if clients select, the Contractor and only if the Contractor actually provides services to the clients.

1. **MEDICAID SERVICES - CONTRACTOR BILLING OPTIONS:** The Contractor shall be paid for Medicaid services in accordance with Medicaid rules and procedures. The Contractor may select one of the following options for payment of the Medicaid services it provides:
  - a. **Contractor Bills DOH/Medicaid Directly:** The Contractor may bill DOH/Medicaid directly for services provided pursuant to this Contract using the DHS rates specified in the Rate Table below. If the Contractor selects this option, DHS shall not pay or reimburse the Contractor for Medicaid services as the Contractor will be paid by DOH/Medicaid.
  - b. **Contractor Submits Bills to DHS/DSPD:** The Contractor may authorize DHS/DSPD to bill DOH/Medicaid on behalf of the Contractor by completing a voluntary reassignment agreement with DHS/DSPD. If the Contractor selects this option, DHS shall reimburse the Contractor for the Medicaid services it provides and the Contractor shall not bill DOH/Medicaid for the same services.
2. **NON-MEDICAID SERVICES:** DHS shall make payments to the Contractor for all non-Medicaid services provided pursuant to this Contract. Payments shall be based on the "Unit of Service" rates for non-Medicaid services listed in the Rate Table below.
3. **PAYMENT RATES:** The rates in the Rate Table below are the maximum approved DHS/DSPD rates for these services. DHS shall pay the Contractor based on the rates specified in the Rate Table with the following exceptions:
  - a. **Individual Budget Worksheet (Worksheet) Services:** The service codes identified in the Rate Table with an asterisk are worksheet services. The rates specified in the Rate Table for worksheet services are the maximum rates DHS will pay for these services. However, payment for worksheet services shall be based on rates negotiated with or on behalf of each Client as reflected in his/her individual worksheet. The Contractor's



negotiated payment rate for worksheet services will usually be lower than the rate in the Rate Table and it may vary from client to client.

- b. DSI, SEI and SEE Services: The administrative costs associated with DSI, SEI, and SEE services are spread over the course of the service day; therefore, the quarter hour rate in the Rate Table will decrease as the length of the day increases.

### Rate Table

The rate(s) contained in this REQUEST may require review and approval by the Utah State Department of Health (DOH). Until such approval is obtained, the rate(s) are subject to change.

Changes to the Rate Table are in accordance with 2016 House Bill 2.

Service Title	Service Code	Unit of Service	Rate	Population to be Served
Behavior Consultation I	BC1	Quarter hour	6.51	ID.RC and ABI
Behavior Consultation II	BC2	Quarter hour	11.15	ID.RC and ABI
Behavior Consultant III	BC3	Quarter hour	17.06	ID.RC and ABI
Chore Services	CHA	Quarter hour	5.00	ID.RC and ABI
Companion Services	COM	Quarter hour	4.74	ID.RC and ABI
Companion Services	COM	Daily	113.54	ID.RC and ABI
Day Supports Group	DSG*	Daily	182.47	ID.RC and ABI
Day Supports Individual	DSI*	Daily - 1 Hour	40.73	ID.RC and ABI
Day Supports Individual	DSI*	Daily – 2 Hour	58.40	ID.RC and ABI
Day Supports Individual	DSI*	Daily - 3 Hour	76.04	ID.RC and ABI
Day Supports Individual	DSI*	Daily - 4 Hour	93.70	ID.RC and ABI
Day Supports Individual	DSI*	Daily - 5 Hour	111.36	ID.RC and ABI
Day Supports Individual	DSI*	Daily - 6 Hour	129.02	ID.RC and ABI
Day Supports – Partial Day	DSP*	Quarter hour	7.59	ID.RC and ABI
Day Supports – Partial Day	DSP*	Daily	298.47	ID.RC and ABI
Extended Living Supports	ELS	Quarter hour	4.70	ID.RC and ABI
Homemaker Services	HSQ	Quarter hour	5.00	ID.RC and ABI
Host Home Supports	HHS*	Daily	280.37	ID.RC and ABI
Motor Transportation Payment	MTP	Daily	10.41	ID.RC and ABI
Personal Assistance Services	PAC	Quarter hour	4.31	ID.RC
Personal Assistance Services	PAC	Daily	137.66	ID.RC
Personal Budget Assistant	PBA	Quarter hour	6.88	ID.RC and ABI
Personal Budget Assistant	PBA	Session	13.76	ID.RC and ABI
Professional Medication Monitoring by a Licensed Practical Nurse	PM1	Session	6.25	ID.RC and ABI
Professional Medication Monitoring by a Registered Nurse	PM2	Session	9.04	ID.RC and ABI
Professional Parent Supports	PPS*	Daily	280.37	ID.RC and ABI
Residential Habilitation Supports	RHS*	Daily	445.29	ID.RC and ABI
Provider Facility Based Routine Respite without Room and	RP2	Quarter hour	3.46	ID.RC and ABI

<b>Service Title</b>	<b>Service Code</b>	<b>Unit of Service</b>	<b>Rate</b>	<b>Population to be Served</b>
Board				
Provider Facility Based Routine Respite without Room and Board	RP2	Daily	83.01	ID.RC and ABI
Exceptional Care Respite without Room and Board	RP3	Quarter hour	4.30	ID.RC
Exceptional Care Respite without Room and Board	RP3	Daily	103.05	ID.RC
Routine Respite with Room and Board Included	RP4	Daily	93.18	ID.RC and ABI
Exceptional Care Respite with Room and Board included	RP5	Daily	113.22	ID.RC
Respite Session	RPS	Session	489.01	ID.RC
Supported Employment – Co-worker	SEC	Quarter hour	1.38	ID.RC and ABI
Supported Employment in a Group	SED	Daily	41.85	ID.RC and ABI
Supported Employment - Self employment	SEE*	Daily - 1 Hour	40.73	ID.RC and ABI
Supported Employment - Self employment	SEE*	Daily - 2 Hour	58.40	ID.RC and ABI
Supported Employment - Self employment	SEE*	Daily - 3 Hour	76.04	ID.RC and ABI
Supported Employment - Self employment	SEE*	Daily - 4 Hour	93.70	ID.RC and ABI
Supported Employment - Self employment	SEE*	Daily - 5 Hour	111.36	ID.RC and ABI
Supported Employment - Self employment	SEE*	Daily - 6 Hour	129.02	ID.RC and ABI
Supported Employment for an Individual	SEI*	Daily - 1 Hour	40.73	ID.RC and ABI
Supported Employment for an Individual	SEI*	Daily - 2 Hour	58.40	ID.RC and ABI
Supported Employment for an Individual	SEI*	Daily - 3 Hour	76.04	ID.RC and ABI
Supported Employment for an Individual	SEI*	Daily - 4 Hour	93.70	ID.RC and ABI
Supported Employment for an Individual	SEI*	Daily - 5 Hour	111.36	ID.RC and ABI
Supported Employment for an Individual	SEI*	Daily - 6 Hour	129.02	ID.RC and ABI
Supported Living Hourly	SLH	Quarter hour	6.88	ID.RC and ABI
Supported Living, Natural Supports	SLN	Quarter hour	6.22	ID.RC and ABI
Family Training and Preparation	TFA	Quarter hour	4.57	ID.RC

Service Title	Service Code	Unit of Service	Rate	Population to be Served
Family and Individual Training and Preparation	TFB	Quarter hour	6.51	ID.RC
<p>The Contractor shall use the increases awarded on Addendum # 14 for the building block titled “DSPD-Direct Care Staff Salary Increase” in the FY2016 General Session, House Bill 2 (hereinafter collectively referred to as H.B. 2 for the sole purpose of increasing the salaries and benefits of all Contractor staff positions which spend 60% or more of their time providing direct care to Persons (direct care staff positions). No portion of the increases shall be allocated to administrative functions, provider profits, or retained earnings. The Contractor shall report back to DHS/DSPD on its use of these rate increases awarded pursuant to H.B. 2 by providing information in the format and within the time frames requested by DHS/DSPD. In the event any portion of the H.B. 2 rate increases are used for any purpose other than increasing the salaries of the Contractor’s direct care staff positions, the Contractor shall be required to reimburse DHS/DSPD for that portion in accordance with the remedies stated in the contract.</p>				

4. **BILLINGS FOR CONTRACTOR PAYMENTS:** The Contractor shall bill only for actual units of service delivered, and shall maintain records that adequately support delivery of such services.

a. **Direct billing to DOH for Medicaid services: If the Contractor has elected to bill DOH directly, there will be no payment to the Contractor pursuant to this Contract for Medicaid services.** All Medicaid services provided to DHS clients pursuant to this Contract shall be billed directly to DOH through the Medicaid Management Information System for payment. When billing DOH for Medicaid services provided to DHS clients, the Contractor shall use the DHS Medicaid rates in the Rate Table above. **If the Contractor bills for Medicaid services at rates greater than the DHS rates, DHS may require the Contractor to pay DHS the difference between the amount paid by Medicaid, and the amount allowed pursuant to this Contract. DHS may also discontinue referring clients to the Contractor for services or terminate this Contract.**

**DHS shall not be responsible for the payment of any Medicaid claims submitted by the Contractor and denied by DOH.**

b. **Contractor Billing DHS/DSPD for Medicaid Services:** If the Contractor has authorized DHS/DSPD to bill DOH on its behalf, the Contractor shall submit to DHS/DSPD an itemized billing for authorized services provided pursuant to this Contract, together with the supporting information required for the reimbursement forms supplied by DHS/DSPD. DHS/DSPD shall then reimburse the Contractor by a warrant drawn against DHS or the State of Utah. The Contractor shall use the DHS 520 Billing Form. The Contractor shall notify DHS/DSPD of any unpaid billings submitted to DHS/DSPD for payment within 45 calendar days from the date the billings were submitted.

If DHS/DSPD notifies the Contractor of a denial of a Medicaid claim submitted by DHS/DSPD on behalf of the Contractor to DOH, the Contractor shall submit any necessary corrections or adjustments to DHS/DSPD within 14 calendar days of

notification. If the Contractor fails to submit the necessary corrections or adjustments to DHS/DSPD within 14 calendar days of notification, DHS/DSPD may deny or recoup payment of the claim.

c. **Non-Medicaid Services:** To obtain payment for non-Medicaid services provided pursuant to this Contract, the Contractor shall submit to DHS/DSPD an itemized billing for its authorized services, together with the supporting information, using the DHS 520 Billing Form.

5. **UNIFORM BILLING PRACTICES:** The Contractor guarantees that the amounts it charges for services to Clients pursuant to this Contract shall not be higher than the amounts the Contractor charges others for comparable services.

6. **BILLING PERIODS AND DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within 20 days after the last date of that billing period. All final billings pursuant to this contract must be received within 20 days of termination of this contract, regardless of the billing period. If the Contractor fails to meet these deadlines, DHS may deny payment for such delayed billings or claims for services.

The Contractor's billing period is Monthly.

The State Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year no later than July 14<sup>th</sup> of the following fiscal year, regardless of the termination date of this contract. DHS may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 14<sup>th</sup> of the following fiscal year.

7. **THIRD-PARTY RESOURCES:** In addition to funds received from DHS, various other sources of funding, including private insurance, may be available to the Contractor for services delivered pursuant to this Contract. Income from other state, federal and county programs may also be available. All sources of funding other than funding received from DHS are referred to below as "third-party resources."

a. **Principles and Requirements:** Where third-party resources are available, the parties are bound by the following principles and requirements:

- (1) The Contractor shall not obtain duplicate recovery from DHS and third-party resources for services delivered pursuant to this Contract.
- (2) The Contractor shall seek payment from third-party resources for services delivered pursuant to this Contract.
- (3) Upon successful recovery of funds from third-party resources, the Contractor shall reimburse DHS for the full amount of the recovery.
- (4) If the amount of the recovery is greater than the amount that the Contractor received from DHS for the service(s) covered by the recovery, the Contractor is

required to reimburse DHS only for the actual amount that the Contractor received from DHS for the service(s) covered by the recovery.

b. **Exceptions to the Foregoing Principles and Requirements:**

- (1) *Medicaid Enhancement; Home and Community-Based Services.* If the Contractor has opted to have DHS/DSPD bill Medicaid on its behalf, the Contractor shall not seek reimbursement from Medicaid if the client is eligible for Medicaid Enhancement or for Home and Community-Based Services. Instead, DHS/DSPD will pay Contractor for services delivered, and DHS/DSPD will bill the third-party resources directly, and the DHS Office of Recovery Services or Medicaid will then pursue reimbursement for amounts that DHS/DSPD paid to Contractor for such services.
- (2) *No "Incentive Amount" for Cost Reimbursement Contracts.* No Incentive Amount is envisioned for cost reimbursement contracts. In such cost reimbursement contracts, the Contractor may bill DHS/DSPD for the cost of collecting from third-party resources only if the Contractor provides DHS/DSPD with adequate documentation to show that the costs were necessary, reasonable and actually incurred by the Contractor. The Contractor shall maintain financial records to support such costs for auditing purposes.

8. **REDUCTION OF FUNDS:**

- a. If an order by the Legislature or the Governor, or a federal or state law reduces the amount of funding to DHS, or if the Executive Director of DHS decides to reduce the payments pursuant to this Contract, DHS may terminate this Contract or proportionately reduce the services required by this Contract and the amounts to be paid by DHS to the Contractor for such services.
- b. If the Contractor defaults in any manner in the performance of any obligation pursuant to this Contract, or if DHS determines that the Contractor is significantly underutilizing funds, DHS may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. DHS shall give the Contractor 30 days notice of any such reduction or termination. Notwithstanding the foregoing, DHS shall reimburse the Contractor in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

9. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in Part II of this Contract.

## **PART V: ACCOUNTING REQUIREMENTS AND FINANCIAL COMPLIANCE**

### **SECTION A: COST PRINCIPLES**

1. **APPLICABLE COST PRINCIPLES:** Regardless of the Contractor's entity type or the source of its funding, the Contractor shall comply with and determine allowable costs in accordance with the federal cost accounting principles described in 2 CFR Part 200 *et seq.* as well as any other applicable Parts.
2. **DHS GENERAL COST PRINCIPLES:** In addition to the federal cost principles, the Contractor shall comply with the following DHS general cost principles which apply to all types of DHS contracts.
  - a. **Related Party Costs:** The Contractor shall not make payments to related parties (as defined in the Conflict of Interest provisions of this Contract) in any category of expenditure (Administrative Costs, Capital Expenditures, or Program Costs) without the prior written consent of DHS. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease or rental agreements. Payments made by the Contractor to related parties without prior written consent may be disallowed and require repayment to DHS.
  - b. **Personal Expenses:** DHS will not reimburse Contractors for personal expenses. Travel that is not business related is an example of a personal expense that is not allowable.
  - c. **Rate Based Contracts:** If this Contract is a DHS set rate based contract, the Contractor may be required to submit actual cost information to DHS for DHS' use in setting rates. In submitting actual cost information, the DHS cost principles for cost reimbursement contracts also apply.
3. **DHS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:** If this Contract is a cost reimbursement contract the Contractor shall also comply with the following additional DHS cost principles.
  - a. **Differentiation of Costs:** The contractor must differentiate administrative costs from program costs. Administrative costs are costs that do not directly relate to a specific program such as legal counsel, accounting, budgeting, planning, risk management, and management information systems. Program costs are costs that directly relate to a program activity such as client care and supervision, residential services, and client educational services provided by the contractor.

Personnel who have both administrative and program duties or who have duties related to multiple programs shall allocate their time to each function and program as appropriate and shall maintain time sheets or other comparable supporting documentation detailing the time spent in each function and program. Costs that

support more than one function or program, such as office supplies; telephone; facility (including depreciation and interest); data processing equipment and support; transportation; fringe benefits etc., shall also be appropriately allocated to the applicable function and program.

- b. **Administrative Costs:** The administrative costs of this Contract shall not exceed 25% of the program costs of this Contract in any given Contractor fiscal year.

## **SECTION B: CONTRACTOR'S COST ACCOUNTING SYSTEM**

1. At a minimum, the Contractor's accounting system shall provide for a General Ledger and cost accounting records adequate to assure that costs incurred pursuant to this Contract are reasonable, allowable, and allocable to Contract objectives, and separate from costs associated with other business activities of the Contractor. The Contractor's accounting system shall also provide for the timely development of all necessary cost data in the form required by the Contract.
2. If the Contractor must meet federal, State, or DHS reporting requirements, the Contractor's accounting system shall be capable of producing the information and documentation necessary to comply with those reporting requirements.

## **SECTION C: QUESTIONED COSTS**

For purposes of this Contract, "Questioned Costs" means costs that are questioned because of monitoring or audit findings, including but not limited to findings:

1. Which result from a violation or possible violation of a provision of law, statute, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including the terms and conditions of a federal award as well as funds used to match federal funds;
2. Where the costs, at the time of the audit, are not supported by adequate documentation; or
3. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

## **SECTION D: BUDGET REQUIREMENTS**

1. **ADJUSTMENTS TO CONTRACTOR'S BUDGET:** If this Contract requires a budget from the Contractor, the budget(s) attached to this Contract shall be the basis for DHS's payments to the Contractor. The Contractor shall not transfer budgeted funds from "Program Costs" (Category III in the DHS Budget form) to either "Administrative Costs" (Category I in the DHS Budget form) or "Capital Expenditures" (Category II in the DHS Budget form) without prior written approval by the DHS/DSPD Financial Manager. Nor shall the Contractor transfer budgeted funds between Administrative Costs and Capital Expenditures without prior written approval by the DHS/DSPD Financial Manager. The Contractor may, however, transfer funds from Administrative Costs or Capital Expenditures to Program Costs without prior approval. The Contractor may also transfer funds between

subcategories within each major category without prior approval so long as there are no restrictions on expenditures within those subcategories.

2. **EXPENDITURES IN EXCESS OF THOSE BUDGETED:** If this Contract requires a budget, DHS may consider any amounts in excess of the total amount budgeted in either Administrative Costs or Capital Expenditures to be questioned costs that will normally require the Contractor to refund such excesses to DHS. Amounts in excess of the total amount budgeted in Program Costs will not normally result in questioned costs unless DHS has placed restrictions on subcategories within this major category. When this Contract restricts expenditures within defined subcategories, DHS will consider any unapproved excesses to be a questioned cost.

## **SECTION E: FINANCIAL REPORTING REQUIREMENTS**

1. **DEFINITIONS:** The following definitions are provided for the Contractor's convenience and so that the Contractor may comply with its federal, State, and DHS financial reporting requirements:
  - a. **"CFR"** means the Code of Federal Regulations
  - b. **"Federal Audit Clearinghouse"** is as defined in 2 CFR § 200.36.
  - c. **"Federal Awards"** is as defined in 2 CFR § 200.38.
  - d. **"Financial Reports"** means audits, reviews, compilations, statements of functional expenses, balance sheets, income statements, statements of cash flow, or the preparer's notes to the financial reports, etc.
  - e. **"GAAP"** means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).
  - f. **"GAAS"** means Generally Accepted Auditing Standards, issued by the American Institute of Certified Public Accountants (AICPA).
  - g. **"GAS/GAGAS"** means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.
  - h. **"OMB"** means the federal Executive Office of the President, Office of Management and Budget.
  - i. **"Pass-Through Entity"** is as defined in 2 CFR § 200.74.
  - j. **"Subrecipient"** is as defined in 2 CFR § 200.93.



- k. **"Uniform Guidance"** means the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200 *et seq.*
- 2. **TYPE OF FINANCIAL REPORT REQUIRED:** Whether or not the Contractor is required to obtain and submit an annual audit or other type of financial report is determined by the Contractor's entity type and the amount and source of its funds, revenues and/or expenditures during the Contractor's fiscal year.
- 3. **COMPLIANCE WITH APPLICABLE FEDERAL AND STATE REPORTING REQUIREMENTS.** The Contractor shall comply with all applicable federal and State laws, rules, and requirements regarding financial reporting as set forth in the:
  - a. Uniform Guidance, and
  - b. Utah Code § 51-2a-101 *et. seq.*

A summary of Federal and State reporting requirements is provided in Table 1 below.

- 4. **COMPLIANCE WITH REPORTING REQUIREMENTS TO DHS:**
  - a. The Contractor shall comply with all applicable financial reporting requirements to DHS as set forth in Table 2 below.
  - b. **Extensions:** If the Contractor needs an extension to submit required reports to DHS, the Contractor shall submit a written request to the Bureau of Contract Management (BCM) Rate Manager at the following email:

dhsfinancialreports@utah.gov

Requests for extensions shall include the following information:

- (1) The length of time for which the extension is requested;
- (2) The Contractor's justification for the requested extension; and
- (3) The name, phone number, and email address of the person requesting the extension.

Extensions shall be granted at the sole discretion of the BCM Rate Manager.

**Table 1: Summary of Federal and State Annual Financial Reporting Requirements**

<b>Federal Reporting Requirements</b> <i>Per 2 CFR Part 200 (OMB Uniform Guidance)</i>	<b>Utah State Reporting Requirements</b> <i>Per Utah Code § 51-2a-201</i>	<b>Utah State Reporting Requirements</b> <i>Per Utah Code § 51-2a-201.5</i>
<p align="center"><b><u>TYPE OF ENTITY</u></b></p> <p align="center">Non-Federal Entities</p>	<p align="center"><b><u>TYPE OF ENTITY</u></b></p> <p align="center">Government Entities, School Districts, and Charter Schools</p>	<p align="center"><b><u>TYPE OF ENTITY</u></b></p> <p align="center">Non-Profit Corporations with Revenues or Expenditures of <b>MORE than \$25,000</b> in Federal Pass Through, State, or Local Funds as Defined in § 51-2a-201.5</p>
<p align="center"><b><u>TYPE OF FINANCIAL REPORT REQUIRED</u></b></p> <p>1. If <b>\$750,000 or more</b> in federal awards is expended, a <i>Single or Program Specific Audit</i> using GAGAS standards and prepared in accordance with the requirements of OMB Uniform Guidance is required, including:</p> <p>a. The <u>data collection form</u> described in § 200.512.</p> <p>b. The <u>Reporting Package</u> described in § 200.512 including:</p> <p>(1) <u>Financial statements</u> and schedule of expenditures of federal awards;</p> <p>(2) A <u>summary schedule of prior audit findings</u>;</p> <p>(3) The <u>auditor's report(s)</u>; and</p> <p>(4) A <u>corrective action plan</u> for any current year audit findings.</p> <p>c. Any <u>Management Letter(s)</u> issued by the auditor.</p>	<p align="center"><b><u>TYPE OF FINANCIAL REPORT REQUIRED</u></b></p> <p>The reporting requirements for entities in this category may be found on the Utah State Auditor's website at:</p> <p align="center">auditor.utah.gov</p> <p>Reporting requirements depend on the entity's total annual revenues or expenditures which are tiered as follows:</p> <p>1. Revenues or expenditures greater than <b>\$750,000</b>.</p> <p>2. Revenues or expenditures <b>between \$350,000 and \$750,000</b>.</p> <p>3. Revenues or expenditures <b>less than \$350,000</b>.</p>	<p align="center"><b><u>TYPE OF FINANCIAL REPORT REQUIRED</u></b></p> <p>The reporting requirements for entities in this category may be found on the Utah State Auditor's website at:</p> <p align="center">auditor.utah.gov</p> <p>Reporting requirements depend on the entity's total annual revenues or expenditures which are tiered as follows:</p> <p>1. Revenues or expenditures are <b>\$750,000 or more</b>.</p> <p>2. Revenues or expenditures are <b>less than \$750,000 but at least \$350,000</b>.</p> <p>3. Revenues or expenditures are <b>less than \$350,000 but at least \$100,000</b>.</p> <p>4. Revenues or expenditures are <b>less than \$100,000 but greater than \$25,000</b>.</p>
<p>2. If <b>less than \$750,000</b> in federal awards is expended, no audit is required, <i>except as noted in § 200.503</i>, but records must be available for review or audit.</p>	<p>3. Revenues or expenditures <b>less than \$350,000</b>.</p>	<p>4. Revenues or expenditures are <b>less than \$100,000 but greater than \$25,000</b>.</p>
<p align="center"><b><u>SUBMISSION REQUIREMENTS</u></b></p> <p>Reports shall be submitted to the Federal Audit Clearinghouse within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.</p>	<p align="center"><b><u>SUBMISSION REQUIREMENTS</u></b></p> <p><b>Government Entities:</b> Reports shall be submitted to the State Auditor within 180 days after the Contractor's fiscal year end.</p> <p><b>School Districts and Charter Schools:</b> Reports shall be submitted to the Office of Education by November 30<sup>th</sup> and to the State Auditor by December 31<sup>st</sup>.</p>	<p align="center"><b><u>SUBMISSION REQUIREMENTS</u></b></p> <p>Reports shall be submitted to the State Auditor within six months after the Contractor's fiscal year end.</p>

**Disclaimer:** The information provided in this Table is summary information only. Any discrepancies between the requirements in this Table and the requirements in federal or state law or rule shall be resolved in favor of the requirements in the applicable law or rule. The Contractor is advised to review the applicable law and rules or seek professional advice to determine whether it is subject to federal and/or Utah State financial reporting requirements and if so, the type of report(s) required for compliance.

**Table 2: Annual Financial Reporting Requirements to DHS**

TYPE OF ENTITY				
Entities with Federal Reporting Requirements Pursuant to the OMB Uniform Guidance	Government Entities with Utah State Reporting Requirements Pursuant to Utah Code § 51-2a-201	Nonprofit Corporations Subject to Utah Code § 51-2a-201.5	All Entities Receiving Pass Through Money as Defined in Utah Code § 63J-1-220	All Entities that DO NOT have Federal or State Reporting Requirements Pursuant to Table 1
No additional requirements for DHS	No additional requirements for DHS.	<b>Annually Disclose to DHS:</b> <ol style="list-style-type: none"> <li>Whether the nonprofit met or exceeded the dollar amounts listed in § 51-2a-201.5(2) in the previous fiscal year of the nonprofit; and</li> <li>Whether the nonprofit anticipates meeting or exceeding the dollar amounts listed in § 51-2a-201.5(2) in the fiscal year the money is disbursed.</li> </ol>	<b>Annually Provide to DHS:</b> <ol style="list-style-type: none"> <li>A written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and</li> <li>A final written itemized report when all the state money is spent.</li> </ol>	<b>If \$750,000 or MORE</b> is received from DHS in the Contractor's fiscal year:  A CPA Audit performed in accordance with GAGAS is required, including  The auditor's Management Letter, if the audit report disclosed any audit findings.
				<b>If LESS THAN \$750,000 but at least \$500,000 OR MORE</b> is received from DHS during the Contractor's fiscal year:  A CPA Review is required.
				<b>If LESS THAN \$500,000 but at least \$250,000 OR MORE</b> is received from DHS during the Contractor's fiscal year:  A CPA Compilation is required.
				<b>If LESS THAN \$250,000</b> is received from DHS during the Contractor's fiscal year:  No report to DHS is required.
SUBMISSION REQUIREMENTS				
See Table 1	See Table 1	Disclosure shall be made to the DHS Contract Analyst <b>at the time of entering into this Contract</b> and to the DHS Rate Manager annually thereafter <b>within six (6) months after the end of Contractor's fiscal year</b>	Reports shall be submitted to the DHS Contract Representative for this Contract <b>no later than July 31st each year or within 30 days of the expenditure of all State funds, whichever is earlier</b>	<b>Reports shall be submitted within six (6) months after the end of Contractor's fiscal year to:</b>  dhsfinancialreports@utah.gov OR Department of Human Services Bureau of Contract Management Attention: Rate Manager 195 N. 1950 W., 4 <sup>th</sup> Floor Salt Lake City, UT 84116

## PART VI: COMMONLY APPLICABLE LAWS

### SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS

The Contractor is bound by federal law, which establishes fiscal and administrative rules applicable to entities that receive federal grants. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

### SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS

The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the Contractor receives state or federal funds pursuant to this Contract, certain state and federal requirements also apply. The Contractor shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

Table 3, "Federal and State Laws," is a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the Contractor shall seek independent legal advice.

**Table 3: FEDERAL AND STATE LAWS**

Description of Act	Applicable Federal Law	Applicable State Law
<b>Discrimination and Employment Related Laws</b>		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et seq.</i>	
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45C.F.R. 2543.82, 18 U.S.C. § 874,29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	

Description of Act	Applicable Federal Law	Applicable State Law
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Identity Documents and Verification		Utah Code § 63G-11-103, <i>et seq.</i>
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522	45 C.F.R. Part 84.53	
Public Health Service Act, Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i> (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Civil Rights Act		Utah Code § 13-7-1 <i>et seq.</i>
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
<b>Property Laws</b>		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
Utah Clean Air Act		Utah Code § 26-38-1, <i>et seq.</i>
<b>Medicaid and Utah False Claims Reporting Laws</b>		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et seq.</i>
<b>Miscellaneous Laws</b>		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305.
Byrd Anti Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; Exec. Order No. 12689	
Ethics Acts		Utah Code § 67-16-7(2) and § 10-3-1301 <i>et seq.</i> .

Description of Act	Applicable Federal Law	Applicable State Law
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government	45 C.F.R. § 92.36	
Governmental Immunity Act of Utah		Utah Code § 63G-7-101 <i>et. seq.</i>
Utah Human Services Code		Utah Code Title 62A

## **PART VII: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS**

1. **CONTRACT JURISDICTION:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah and venue shall be in the Third District Court of Salt Lake County.
2. **SEVERABILITY CLAUSE:** A final determination that any provision of this Contract is illegal or void shall not affect the legality or enforceability of any other provision of this Contract.
3. **COPYRIGHT:**

Except as otherwise expressly provided in this Contract, DHS owns the copyright for all materials developed by the Contractor for DHS. If the Contractor develops any materials for its own use in connection with this Contract, and if such materials are not required by this Contract or requested by DHS as part of the Contractor's performance, the Contractor may use those materials free of charge, and without obtaining prior permission.

The Contractor is not entitled to use information generated in connection with this Contract for any purpose, including scholarly publications or research purposes, without the prior written approval of the DHS IRB.

- 4. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.
  
- 5. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

**IN WITNESS WHEREOF**, the parties executed this Contract:

**CONTRACTOR**

**By:** \_\_\_\_\_  
 Type or Print Name: \_\_\_\_\_  
 Title/Position: \_\_\_\_\_  
*Insert name of Contractor as appears on front pg*  
 Date: \_\_\_\_\_

**DHS/DSPD**

**By:** \_\_\_\_\_  
 Angella Pinna, Interim Director  
 Division of Services for People with Disabilities  
 Date: \_\_\_\_\_

**APPROVED AS TO PROCUREMENT**

**By:** \_\_\_\_\_  
 DHS Purchasing Agent                      LPD099  
 DHS Bureau of Contract Management  
 Date: \_\_\_\_\_