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

Description of the services or supports to be provided in this Contract. This Scope of Work contains service requirements for multiple services. TheContractor will only be authorized to provide the services for which they apply and receive a Contract.

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**SECTION I: GENERAL REQUIREMENTS**

**A. BACKGROUND**

The Department of Human Services (DHS) seeks to strengthen lives by providing children, youth, families and adults individualized services to thrive in their homes, schools, workplaces and communities.

**B. DEFINITIONS**

**Applicant:**

An individual requesting a background screening.

**Authorization Form:**

A form documenting what services are pre-approved for a specific Person. Examples of this form include a Medicaid Service Authorization (MSA), Purchase Service Authorization (PSA), and Domestic Violence PSA (DVPSA).

**Background Screening:**

The review of an applicant's criminal history, juvenile history, and abuse, neglect, or exploitation history per Utah Administrative Code R501-14.

**Business Days:**

Monday through Friday, excluding State and federal holidays.

**Calendar Days:**

All days in a month, including weekends and holidays.

**Campbell Danger Assessment:**

Assessment used to determine the level of danger an abused DV Offender has of being killed by his/her intimate partner.

**Care Manager:**

A DHS employee or DHS designee with primary responsibility for facilitating a high fidelity wraparound process, developing an integrated wraparound plan, and coordinating services and supports.

**Case Manager (or Case Worker):**

A DHS employee or DHS designee with primary responsibility for a Person.

**Client:**

Anyone who receives services from DHS or from a Provider pursuant to an agreement with DHS or funding from DHS.

**Clinical Direct Care Staff:**

Clinical staff trained in accordance with Contract requirements to provide care directly to Persons.

**Columbia Suicide Severity Rating Scale (C-SSRS):**

Assessment of suicidality.

**Criminogenic Factors (applicable to DV Services only):**

DV Offender dynamic factors such as substance abuse (alcohol and other drugs), antisocial attitudes, personality traits, associates, employment, marital and family relationships, and other dynamic variables statistically shown to be correlated with criminal conduct and amenability to change.

**Criminogenic Need:**

Needs related to dynamic risk factors that are specific to the Person that cause or are likely to cause criminal behavior.

**DCFS:**

DHS Division of Child and Family Services.

**DHS:**

The Utah Department of Human Services.

**Division:**

A Division of the Utah Department of Human Services.

**DJJS:**

DHS Division of Juvenile Justice Services.

**DOH:**

Department of Health.

**Domestic Violence (DV):**

As defined by Utah Code § 77-36-1(4).

**Domestic Violence Risk and Needs Evaluation (DVRNE):**

An evaluation tool used to assess DV Offenders.

**DOPL:**

The State of Utah, Department of Commerce, Division of Occupational and Professional Licensing.

**DSAMH:**

The DHS Division of Substance Abuse and Mental Health.

**DSM**:

The most current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association.

**DSPD:**

The DHS Division of Services for People with Disabilities.

**DV Offender:**

Adult DV Offenders who have been convicted of perpetrating intimate partner violence or cohabitant abuse, or those who self-disclose having done so.

**DV Offender Evaluations:**

Evaluations are conducted before treatment and include an assessment of the DV Offender’s psychosocial characteristics, history of abusive behavior, risk of harm to self or others, and capacity to benefit from treatment.

**DV Sliding Fee Scale for DV Offender Treatment**:

The fee scale has two or more levels of fees and is based on the DV Offender’s ability to pay. The fee scale is located on the DHS website.

**DV Survivor:**

An adult or child who has experienced abusive and coercive behaviors, perpetrated by a current or former intimate partner or family member, who used abusive behaviors to maintain power and control. Abuse can be emotional, financial, sexual or physical and can include threats, isolation, and intimidation.

**Evaluator:**

The specific individual providing an evaluation service pursuant to this Contract.

**Family:**

Includes the Person’s biological family, a kinship caregiver’s family, adopted family, or other identified permanent caregiver’s family.

**FES:**

Forensic Evaluation System.

**Foster**:

A family licensed to provide out-of-home care by the DHS/OL and who has completed all of the DHS/DCFS requirements for prospective adoptive parents.

**ICD:**

The most current edition of the International Statistical Classification of Diseases and Related Health Problems.

**Intellectual Disability and Related Conditions (ID.RC):**

As defined by 42 CFR § 483.102(b)(3).

**Legal Guardian:**

A parent, and/or legal guardian, and/or legal custodian.

**Lethality Assessment:**

The identification of risk factors that document any homicidal or suicidal ideation and intentions, as well as abusive behavior towards children and may be linked to future intimate partner homicide. Not synonymous with the Lethality Assessment Protocol (LAP) used by law enforcement and victim advocates.

**Lethality Assessment Protocol:**

An eleven-question tool designed to reduce risk and save lives provided by the UDVC.

**Non-Clinical Direct Care Staff:**

Staff trained in accordance with Contract requirements to provide supervision or care directly to Persons.

**Non-Medicaid:**

Any service that is not eligible for payment through Medicaid.

**Needs Assessment Service Plan (NASP):**

A DHS/DJJS plan developed by the Case Manager and the Team that provides direction for the case and outlines the Priority Risk Factors, delinquency history, family services and responsibilities, current placement/transition plan, criminogenic needs, and motivation.

**Office of Licensing (OL):**

The DHS Office of Licensing.

**Person:**

An individual referred by DHS. Person includes Client.

**Person Identifying Information:**

Information that identifies or may lead to the identity of the Person or Person’s family. Identifying information includes, but is not limited to, verbal or written communication, photographs or digital images and video clips, and data.

**Person’s Plan:**

Written, individualized plans for the Person, including but not limited to Treatment Plan, Wraparound Support Plan, and service plans.

**PDE:**

Psychiatric Diagnostic Evaluation.

**Protective Risk Assessment (PRA):**

A validated risk and needs assessment administered by DHS/DJJS Case Managers that examine a Person’s risk level to re-offend and the Person’s Protective Factors and Priority Risk Factors.

**Rural County:**

Rural county means any county in the state of Utah except Salt Lake, Utah, Davis, Weber, Washington, Cache, Tooele and Summit counties.

**Social Networking Mediums and Forums:**

Forums that include but are not limited to blogs, email, and social network sites (such as, but not limited to Facebook, Twitter, Instagram, Pinterest, Snapchat, LinkedIn, or Flickr), letters, and newsletters.

**System of Care (SOC):**

A program within DHS.

**Team (also known as “Child and Family Team”):**

A group of individuals authorized by the Caseworker or the Care Manager that participate in planning, providing, and coordinating supports and services for the Person and family or legal guardian.

**Telehealth:**

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

**Trauma Informed Care/Approach:**

The treatment/philosophy that is responsive to the high prevalence of traumatic experiences in Persons who receive services.

**Treatment Plan:**

A written, individualized plan that incorporates the specific Targeted Treatment Needs of the Person and the mental health needs/assessments of the Person.

**Trial Home Placement:**

A trial placement wherein the DHS state custody Person returns home.

**Utah Association for Domestic Violence Treatment (UADVT):**

The Utah Association of Domestic Violence Treatment.

**Utah Domestic Violence Coalition (UDVC):**

The nationally recognized state DV coalition in Utah.

**Utah Medicaid Manual:**

Utah Medicaid Provider Manual, Rehabilitative Mental Health and Substance Use Disorder Services.

**Victim Advocates:**

Professionals trained to support victims of crime. Advocates offer victims information, emotional support, and help finding resources and filling out paperwork. Sometimes, advocates go to court with victims.

**Volunteer:**

An individual who performs a service willingly without pay.

**Wraparound Support Plan:**

A frequently updated document that describes the family, the team, and the work to be managed to meet the family’s needs and achieve the family’s long-term vision. The wraparound support plan coordinates plans and formal and informal supports and services across systems.

**C. POPULATION SERVED**

Persons identified by DHS and referred to one or more of the services identified in this Contract. Persons receiving services under this Contract will primarily but not exclusively be children, youth, and young adults, and their families, involved with DCFS, DJJS, or SOC.

**D. GENERAL REQUIREMENTS**

1. **GENERAL CONTRACTOR QUALIFICATIONS**

The Contractor shall:

a. Maintain a current license issued by the DHS/OL for Outpatient Treatment **EXCEPT** for Forensic Evaluations, Community Group Support, Respite, Behavior Analysis Consultation, Adaptive Behavior Treatment, and DSPD Eligibility Evaluations and Specialty Psychological Services.

b. Ensure each clinician providing services pursuant to this Contract that is employed by or contracted with the Contractor, maintains a current, applicable license from Utah DOPL.

c. Maintain a current business license, if required by the Contractor’s municipality.

d. Maintain current registration with the Utah State Department of Commerce, Division of Corporations and Commercial Code.

**2. MEDICAID PROVIDER REQUIREMENTS**

a. **Medicaid Enrollment**

Contractors providing mental health and substance use disorder services or DV treatment shall become a Utah Medicaid Provider prior to providing services. Contractors providing DV treatment may be exempt from this requirement if they have received written approval from the DHS/DCFS State Office DV Program Administrator prior to providing services.

The Contractor’s business organization, each licensed clinician, and each qualified non-licensed staff affiliated with the Contractor providing mental health and substance use disorder services or DV services shall enroll separately as a Utah Medicaid Provider.

b. **Provider Compliance**

Contractors providing mental health or substance use disorder services shall comply with all requirements for providers of Medicaid mental health and substance use disorder services, as specified in the current Utah Medicaid Manual. In the event this Contract and Utah Medicaid Manual do not agree, the Utah Medicaid Manual requirements apply; except that the Contractor shall only bill Medicaid using the DHS approved rates in the Rate Table.

c. **Prioritizing Medicaid Services**

If the Contractor provides both Medicaid services and Non-Medicaid services, whenever possible and clinically appropriate, the Contractor shall utilize Medicaid services over Non-Medicaid services.

**3. GENERAL STAFF REQUIREMENTS**

The Contractor’s direct care staff shall be 21 years of age or older.

**4. GENERAL TRAINING REQUIREMENTS**

1. **Training requirements for all staff**

The Contractor shall ensure that all pre-service training requirements are met by all staff, volunteers, and mental health providers prior to working with Persons. The Contractor shall obtain staff signature or electronic verification that staff understands the training they have received. Pre-service training shall include the following:

(1) Review of and agreement to abide by the DHS Provider Code of Conduct, Utah Administrative Code R495-876.

(2) Orientation to the applicable sections of the Contractor’s emergency management and business continuity plan, including emergency response and evacuation procedures.

**b. Training requirements for Non-Clinical Direct Care Staff**

In addition to the above training, the Contractor shall ensure that Non-Clinical Direct Care Staff also meet the following training. Until these training requirements are met, Non-Clinical Direct Care Staff shall not provide direct care or supervision of a Person unless staff are being supervised by a trained Direct Care Staff who is on duty and in the presence of the Person.

(1) Trauma informed care/approach;

(2) Separation, grief, and loss;

(3) Cultural sensitivity in regard to recognizing each Person’s cultural roots as well as the difference between race, ethnicity, and gender;

(4) Practice guidelines on DHS/DCFS website for Lesbian, Gay, Bisexual, Transgender, and/or Questioning (LGBTQ);

(5) Behavior management, including the relevant behavior management elements in this Contract;

(6) First-Aid and Cardiopulmonary Resuscitation (CPR) certification;

(7) DHS Incident Report Reference Guide;

(8) Suicide prevention, including identification of warning signs and risk factors, the Contractor’s procedures regarding suicide prevention, observing and monitoring suicidal and self-harming Persons, and coordinating with the Contractor’s licensed mental health professional(s) to determine necessary treatment and safety plans;

(9) Medication management procedures, including documentation; and

(10) Training and coaching specific to the Contractor’s services; the specific strengths and needs of each of the Persons receiving services, including but not limited to health and safety needs specific to each Person; and the specific supports and interventions relative to each Person that the staff is responsible for.

**c. Existing Non-Clinical Direct Care Staff**

The Contractor shall ensure that all staff hired prior to this Contract shall complete, or have completed, the above trainings, no later than 90 calendar days after the effective date of this Contract.

**d. Non-Clinical Direct Care Staff – Annual Training**

After the first year, and annually thereafter, all Non-Clinical Direct Care Staff shall receive additional training in the subjects listed below:

(1) Applicable sections of the Contractor’s emergency management and business continuity plan, including emergency response and evacuation procedures;

(2) Medication management procedures, including documentation;

(3) CPR and First Aid certifications;

(4) DHS Incident Report Reference Guide; and

(5) Training and coaching specific to the Contractor’s services; the specific strengths and needs of each of the Persons receiving services, including but not limited to health and safety needs specific to each Person; and the specific supports and interventions relative to each Person that the staff is responsible for.

**e. Training Assessment and Documentation**

The Contractor shall maintain documentation for all training that includes:

(1) Training title as listed in this Contract;

(2) Date training completed;

(3) Instructor name;

(4) Signatures of staff who completed the training; and

(5) Curricula utilized in staff training.

All documentation shall be maintained and available for review by DHS staff.

**5. TELEHEALTH**

a. Telehealth may be used for delivery of the services indicated in this Contract and is subject to the following conditions:

(1) The Contractor shall obtain written authorization from the Case Manager or Care Manager (if applicable) before services are provided, except for crisis interventions;

(2) Services shall be provided using a secure HIPAA-compliant interactive visual telecommunications system that permits real-time communication between the Contractor’s staff and the Person(s);

(3) The physical surroundings for all parties shall be private, quiet, free of interruptions and conducive to a confidential mental health session such as that would normally take place in a mental health practitioner’s office;

(4) No recording of the session (e.g., training); and

(5) The following shall **not** be considered telehealth:

(a) Telephone conversations;

(b) Text messaging;

(c) Electronic mail messaging (e.g., email or instant messaging);

(d) Facsimile (fax); and

(e) Store and forward.

(6) The following services may be provided by telehealth when clinically indicated and as allowed for Medicaid services:

(a) PDE;

(b) Psychotherapy;

(c) Pharmacologic Management;

(d) Therapeutic Behavioral Services;

(e) Behavior Analysis Consultation (NOT including Adaptive Behavior Treatment); and

(f) Clinical Consultation.

b. When providing telehealth services, the Contractor shall be held to the same standards of quality care and confidentiality as required by state and federal laws, regulations, and policies.

c. The Contractor shall ensure that all individuals involved in telehealth sessions identify themselves and that session notes document those in attendance.

d. Telehealth services shall be reimbursed at the same rate as a face-to-face encounter.

**6. PERSON IDENTIFYING INFORMATION AND ELECTRONIC MEDIA**

a. Person identifying information is strictly confidential. The Contractor shall ensure its staff, volunteers, and subcontractors comply with all confidentiality requirements described in this Contract and all state and federal laws, regulations, and policies.

b. The Contractor shall safeguard and shall not release Person identifying information to anyone who is not providing services pursuant to this Contract with a need to know, or to any social networking mediums or other public forums except as follows:

(1) If the Person’s parents retain parental rights in regards to the Person, the Contractor shall obtain written verification of parental permission prior to any images or information regarding the Person being used in social networking mediums or other public forums. If the Person is in DCFS or DJJS custody, the Case Manager may provide written permission if the parent’s whereabouts are unknown, if contact with the parent cannot be made, or if parents do not retain parental rights.

(2) If the Person has a legal guardian other than the parent, the Contractor shall also obtain written verification of permission from the legal guardian.

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

(4) When parental and legal guardian permission is obtained or the decision is made to allow the Contractor to use information or images in a public forum, the images shall only contain the Person's first name and NOT identify the Person as a Client of the Contractor, a DHS Client or a Client in foster or proctor care.

(5) The Contractor may only share general information regarding the Person. No information may be shared that is case specific or that informs other parties of DHS involvement or the Person's treatment issues or history.

**7.** **BACKGROUND SCREENING REQUIREMENTS**

The Contractor shall provide direct supervision of all individuals with direct access to any Persons until the applicant receives written verification of background screening clearance from DHS/OL as defined in Utah Administrative Code R501-14.

**8.** **INCIDENT REPORTING**

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

**9. PROHIBITED THERAPY TECHNIQUES**

The following are not allowed:

a. Services where the therapist or others use coercive techniques (e.g., coercive physical restraints, including interference with bodily functions such as vision, breathing, and movement, or noxious stimulation) to evoke an emotional response in the Person such as rage or to cause the Person to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing therapy.

b. Services wherein the therapist instructs and directs legal guardians or other caregivers in the use of coercive techniques that are to be used with the Person.

**10. AUTHORIZATION TO PROVIDE SERVICES**

Except as indicated in other service sections of this Contract, the Contractor shall not bill for services that have not been pre-authorized in writing on the Authorization Form.

**11. UTILIZATION REVIEWS**

When applicable, the Contractor shall participate in utilization reviews conducted by DHS in order to assess the Person’s response to services, assess the fit of services to the Person’s needs, and to determine the clinical necessity of reauthorization. This may include but not be limited to:

a. Providing requested documentation, such as evaluations, treatment plans and reviews; and

b. Meeting with DHS staff in person, or by phone or telehealth means, to discuss the Person and their services.

**12. TRANSPORTATION**

For services in which the Contractor is allowed to transport Persons when providing services, the Contractor shall comply with Utah Administrative Code R501-2-13.

a. The Contractor shall ensure that staff, including subcontractors and volunteers, providing transportation to Persons have:

(1) Driving records checked annually;

(2) Personal automobile registration; and

(3) Personal automobile insurance that meets the requirements of this Contract, if providing transportation in personal vehicles.

b. The Contractor shall keep documentation of this review and have copies of the driver’s record and auto insurance in the staff’s personnel file.

**13. GUARDIANSHIP LIMITATIONS**

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

**14. DOCUMENTATION REQUIREMENTS**

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

a. Contractor Administrative Requirements

The Contractor shall maintain documentation to support the following:

(1) DHS/OL license and business licenses;

(2) Staff background screening approvals;

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

(4) Staff training documentation, including training curriculum; and

(5) Documentation of staff qualifications and applicable licenses.

b. Person Records

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

(1) Authorization Form;

(2) Date and type of service provided;

(3) All documentation as it pertains to the service; and

(4) Person-specific incident reports.

**E. GENERAL SERVICE REQUIREMENTS**

The Contractor shall provide services for Persons referred by DHS. In addition to meeting specific service requirements, the Contractor shall provide the following.

**1. PERSON-CENTERED, OUTCOME-FOCUSED SERVICES**

In coordination with the Team, the Contractor shall provide individualized, person-centered services that support both immediate treatment outcomes and long-term outcomes related to the best interest of the Person. The Contractor shall:

a. Engage parents, other family members, and other caregivers, as clinically appropriate and pre-approved by the Case Manager, to the greatest extent possible in services. Whenever possible, services shall be family-driven and Person-guided, with the parent and the Person making significant, meaningful decisions regarding their services and service planning. To the greatest extent possible, services shall actively promote permanency in a family setting, including developing the skills, relationships, and natural supports necessary for parents and family members, as well as the Person, to be safe and successful together at home;

b. At all times, and especially when a parent is unable to participate in services, work with the Case Manager and Care Manager (as applicable) to engage other family members, community members, and positive natural supports in the Person’s services. Seek ways to increase the involvement of natural supports in the Person’s life and decrease dependence on formal supports;

c. Tailor treatment and service planning to the Person’s unique needs and strengths, and the day-to-day culture of the Person and their family;

d. Coordinate closely with other service providers, the Case Manager and Care Manager (when applicable), and other Team members;

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

f. Deliver services and supports within the least restrictive, most normative environments that are clinically appropriate.

**2. EVIDENCE-BASED OR EVIDENCE-INFORMED TREATMENT**

When providing treatment, skill development or behavioral services, the Contractor shall:

a. Provide assessment and treatment that is evidence-based or evidence-informed. The treatment shall be individualized based on the Person’s age, diagnosis and circumstances and shall address issues affecting the Person, including grief, loss, trauma, and criminogenic factors.

b. Maintain fidelity of the evidence-based or evidence-informed treatment through monitoring the effectiveness of the treatment.

c. Maintain documentation of staff training received and skills in the evidence-based or evidence-informed treatment for which the Person will be engaged to restore the highest possible level of function.

d. Shall address criminogenic needs, as well as other clinical needs, for Persons involved in delinquency proceedings in the juvenile justice system.

**3. MIXING RISK POPULATIONS**

a. For youth involved with DHS/DJJS, Persons determined low risk shall not be placed with Persons moderate or high risk to reoffend and shall be kept separate from high and moderate risk Persons at all times.

b. For youth involved with DHS/DJJS, Persons determined moderate or high-risk level shall only be placed together if determined appropriate and pre-approved in writing by the Division’s designee.

**4. TEAM MEETINGS**

If the Contractor provides ongoing treatment, the Contractor shall:

a. As part of a clinical mental health service, actively participate as a member of the Person’s Team. The Contractor shall provide rehabilitative mental health and related services in collaboration with the Team to promote stability and long-term permanence for each Person.

b. Convene a Team Meeting when developing the Person’s treatment plan, quarterly treatment plan review, and to gather information from parents, proctor family, teachers, childcare providers, and Case Manager or Care Manager for the purpose of assessing the Person as part of the PDE as needed.

c. Participate in all Team Meetings and initiate Team Meetings as appropriate.

**5. BEHAVIOR MANAGEMENT AND EMERGENCY SAFETY INTERVENTIONS**

The Contractor shall:

a. Comply with DHS/OL Utah Administrative Code 501-2 for all behavior management interventions and emergency safety interventions.

b. Have written policies and procedures for behavior management and emergency safety interventions unless exclusively providing evaluation services or Pharmacologic Management services.

c. Inform the Person, legal guardian, Case Manager and Care Manager (if applicable) of its behavior management and safety interventions policy for a Person receiving ongoing treatment services prior to admission to the program.

d. Use passive physical behavioral interventions to manage the Person’s behavior in an emergency situation under the following circumstances:

(1) Danger to others: Physical violence toward others with sufficient force to cause bodily harm;

(2) Danger to self: Self-abuse of sufficient force to cause bodily harm; or

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

e. Ensure passive physical behavioral interventions are used only by staff who have completed training on the policy, procedures and implementation of all passive physical behavioral interventions that may be utilized. Training shall include:

(1) De-escalation methods,

(2) Thresholds for restraints,

(3) The physiological and psychological impact of restraint,

(4) Monitoring,

(5) Physical signs of distress and obtaining medical assistance,

(6) Positional asphyxia,

(7) Time limits,

(8) The process for obtaining approval for continued restraints,

(9) Documentation,

(10) Processing with Persons,

(11) Follow-up with staff, and

(12) Investigation of injuries and complaints.

f. Ensure passive physical restraint shall:

(1) Only be used after less intrusive interventions have been determined to be ineffective;

(2) Not be used in a manner that causes undue physical discomfort, harm or pain to the Person. Interventions that use painful stimuli are prohibited;

(3) Be continued only as long as the Person presents a danger to self or others;

(4) Not be employed as punishment, for the convenience of staff, or as a substitute for programming; and

(5) Not be used by Persons or other unauthorized individuals to implement or assist with any behavioral intervention involving a Person.

g. Comply with the following limitations on the use of specific behavioral interventions.   
   
(1) Staff-directed time out:

Staff directed time-out may be utilized when addressing behavioral issues. Application of time-out includes:

(a) A Person in time-out shall never be physically prevented from leaving the time out area;

(b) Time-out may take place away from the area of activity or from other Persons, such as in the Person’s room, or in the area of activity or other Persons; and

(c) Staff shall monitor the Person while he or she is in time-out.

(2) Seclusion:   
   
 **The use of seclusion is prohibited.**   
   
(3) Mechanical or chemical Restraints:

**The use of mechanical and chemical restraints is prohibited.**

**6. CHILD PROTECTIVE SERVICES (CPS) AND ADULT PROTECTIVE SERVICES (APS)**

The Contractor shall:

a. For children 17 and younger, follow mandatory reporting laws when child abuse or neglect, as defined in Utah Code § 78A-6-105(1), is suspected.

For adults 18 and older, follow mandatory reporting laws when adult abuse, neglect, or exploitation, as defined in Utah Code § 62A-3-305, is suspected.

b. Require all staff, volunteers, and subcontractors to cooperate with investigators conducting the investigation when an allegation of abuse, neglect, or exploitation is made against the Contractor, any of the Contractor’s staff, volunteers or subcontractors, or any other individual.

c. Suspend further contact between the alleged perpetrator and all Persons until the investigation is complete and a determination is made regarding the allegation if the Contractor reported or is otherwise aware that an allegation has been made against the Contractor or any of the Contractor’s staff, volunteers or subcontractors.

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

e. Keep knowledge of an investigation confidential.

f. If the Contractor is aware that an allegation has been supported against the Contractor or any of the Contractor’s staff, volunteers or subcontractors, send a written notification within one business day to DHS/OL. The Contractor shall comply with the determination made by DHS regarding safety provisions.

**7. ABUSE AND HARASSMENT PREVENTION**

a. Contractor Policy Requirements

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

(2) The Contractor shall implement and enforce a written policy prohibiting staff, volunteers and subcontractors from revealing any information related to an abuse or neglect report to anyone except as necessary to provide for treatment for the alleged victim and as required for the CPS, APS, or law enforcement investigation.

b. Contractor Reporting Duties

The Contractor shall:

(1) Require all staff to report immediately any knowledge, suspicion, or information they receive regarding an alleged incident of abuse or harassment. Alleged incidents of abuse shall be reported according to the DHS Provider Code of Conduct. Allegations of harassment shall be reported according to the Contractor’s policy requirements.

(2) Require all staff, volunteers, and subcontractors to comply with mandatory child abuse reporting laws.

c.Person Reporting  
   
The Contractor shall:

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

(2) Ensure the Contractor’s staff accepts reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.

(3) Provide a method for staff to privately report abuse and harassment of a Person.

**F. BILLING REQUIREMENTS**

**1.** The Contractor shall submit to DHS the billing form specified below for its authorized services:

a. Unit of Service (Medicaid)

(1) Payment Source: The Contractor shall bill the Utah DOH Medicaid for services provided pursuant to the Contract.

DHS shall not be responsible, under any circumstances, for the payment of Medicaid services provided pursuant to this Contract, including any Medicaid claims submitted to DOH by the Contractor and denied by DOH.

(2) Payment Rates: The Contractor shall be paid for Medicaid service provided pursuant to this Contract based on the Rate Table. These services and rates require review and approval from DOH and are subject to change by DOH.

b. Unit of Service (Non-Medicaid)

The Contractor shall use the DHS 520 Billing Form, or other billing form provided by DHS. The Contractor shall bill DHS only for actual units of service delivered, and shall maintain records that support the delivery of such services.

c. DV: Outlined in the DV Treatment Services section of this Contract.

d. Forensics: Outlined in the Forensic Evaluation Services section of this Contract.

**G. RURAL INCENTIVE**

1. The Contractor may bill DHS, on a form provided by DHS, for an additional 5% payment for evidence-based treatment services, as defined by DHS, provided to Persons residing at home in a Rural County.

2. The treatment shall be evidence-based for the needs of the Person receiving services.

3. The Contractor is ineligible for the incentive if the Contractor is sanctioned, if this Contract is cancelled by DHS, or if there are Contract violations.

4. The incentive is contingent on DHS verifying the implementation of the evidence-based treatment with the Person and through documented records that demonstrate fidelity including documentation of internal monitoring of fidelity by the Contractor.

**H. DHS CARE MANAGEMENT AND HIGH FIDELITY WRAPAROUND**

Some Persons and their families that have complex needs and may be involved with or may be at risk of involvement with multiple systems may be assigned a DHS Care Manager. A Care Manager facilitates planning and provides management and intensive coordination of services and supports across systems. When a Care Manager is assigned, the Care Manager will facilitate planning, together with the Person and their family, utilizing High Fidelity Wraparound, an evidence-based, person-centered planning process. Through this process a Wraparound Support Plan will be created as an overarching plan to integrate the plans of all DHS systems involved.

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

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

2. Ensure that goals in the Wraparound Support Plan and the treatment or support plan are aligned.

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

**MENTAL HEALTH AND SUBSTANCE USE DISORDER TREATMENT SERVICES**

The Contractor shall comply with the specific qualifications, service requirements, and documentation requirements of the services provided as listed in the current version of the Utah Medicaid Manual for mental health and substance use disorder services. The Contractor shall follow the requirements of the Utah Medicaid Manual regardless of the service-funding source.

**A. CONTRACTOR AND STAFF QUALIFICATIONS AND REQUIREMENTS**

1. The Contractor shall comply with all Contractor requirements referenced in the General Requirements section of this Contract and the current Utah Medicaid Manual.

2. The Contractor shall be licensed as an Outpatient Treatment provider according to Utah Administrative Rule R501-21.

**B. SERVICE REQUIREMENTS**

The Contractor shall comply with service requirements referenced in the Utah Medicaid Manual for all the following services, including the DHS Non-Medicaid and Medicaid Service Codes.

|  |  |  |
| --- | --- | --- |
| **Psychotherapy Services** | | |
| **Service Name** | **Medicaid Billing Code** | **Non-Medicaid Service Code** |
| Psychiatric Diagnostic Interview Examination | 90791 | NCA |
| Psychotherapy, 30 minutes, with patient and/or family member | 90832 | NT2 |
| Psychotherapy, 45 minutes, with patient and/or family member | 90834 | NT3 |
| Psychotherapy, 60 minutes, with patient and/or family member | 90837 | NT4 |
| Psychotherapy for crisis, first 60 minutes, with patient and/or family member | 90839 | NTC |
| Prolonged Services Add-On Codes (first hour (60) additional minutes with patient) | 99354 | NTA |
| Prolonged Services Add-On Codes (each additional 30 minutes with patient) | 99355 | NTE |
| Psychotherapy for crisis, add-on | 90840 | NTX |
| Family Psychotherapy - without patient present | 90846 | NFW |
| Family Psychotherapy - with patient present | 90847 | NFT |
| Multiple-Family Group Psychotherapy | 90849 | NFG |
| Group Psychotherapy | 90853 | NGT |
| Mental Health Assessment By Non Physician | H0031 | NCN |
|  |  |  |
| **Psychological and Neuropsychological Evaluation Services** | | |
| **Service Name** | **Medicaid Billing Code** | **Non-Medicaid Service Code** |
| Psychological Testing (By Psych/Phys) | 96101 | NX1 |
| Psychological testing with qualified health care professional interpretation and report, administered by technician, per hour of technician time, face-to-face | 96102 | NX2 |
| Psychological testing administered by a computer, with qualified health care professional interpretation and report. | 96103 | NX3 |
| Assessment of Aphasia | 96105 | NXA |
| Developmental Testing (Limited) | 96110 | NDL |
| Developmental Testing (Extended) | 96111 | NDE |
| Neurobehavioral Status Exam | 96116 | NXB |
| Neuropsychological Testing Battery By Psychologist or Physician | 96118 | NXN |
| Neuropsychological Testing with qualified health care professional interpretation and report, administered by technician, per hour of technician time, face-to-face | 96119 | NXQ |
| Neuropsychological Testing, administered by computer, with qualified health care professional interpretation and report. | 96120 | NXC |
|  |  |  |
| **Pharmacologic Evaluation and Management Services** | | |
| **Service Name** | **Medicaid Billing Code** | **Non-Medicaid Service Code** |
| Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client) – 5 Minutes | 99211 with CG modifier | NM1 |
| Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client) – 10 Minutes | 99212 with CG modifier | NM2 |
| Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client) – 15 Minutes | 99213 with CG modifier | NM3 |
| Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client) – 25 Minutes | 99214 with CG modifier | NM5 |
| Pharmacologic Management, Prescriber (MD/APRN) (outpatient face to face w/ Client) – 40 Minutes | 99215 with CG modifier | NM8 |
| Home Services E/M Codes – established patient | 99347 | NH1 |
| Home Services E/M Codes – established patient | 99348 | NH2 |
| Home Services E/M Codes – established patient | 99349 | NH3 |
| Home Services E/M Codes – established patient | 99350 | NH4 |
| Psychiatric Diagnostic Evaluation with Medical Services, by physician or APRN | 90792 | NPE |
| Psychotherapy add-on code, witha patient and/or family member - 30 mins (added to applicable E/M service code) | 90833 | NMT |
| Psychotherapy add-on code, with a patient and/or family member - 45 mins (added to applicable E/M code) | 90836 | NMI |
| Psychotherapy add-on code, with a patient and/or family member - 60 mins (added to applicable E/M code) | 90838 | NMC |
| Mental Health Assessment | H0031 | NCN |
|  |  |  |
| **Psychosocial Rehabilitative Services** | | |
| **Service Name** | **Medicaid Billing Code** | **Non-Medicaid Service Code** |
| Individual Skills Training and Development (Psychosocial rehabilitative services with an individual) | H2014 | NRI |
| Group Psychosocial Rehabilitative Services | H2017 | NRG |
| Group Psychosocial Rehabilitative Services - Intensive | H2017 U1 | NRX |
|  |  |  |
| **Therapeutic Behavioral Services** | | |
| **Service Name** | **Medicaid Billing Code** | **Non-Medicaid Service Code** |
| Individual/Family Therapeutic Behavioral Services | H2019 | NBT |
| Group Therapeutic Behavioral Services | H2019 HQ | NBG |
|  |  |  |
| **Family and Youth Peer Support Services** | | |
| **Service Name** | **Medicaid Billing Code** | **Non-Medicaid Service Code** |
| Peer Support Services, individual - per 15 mins | H0038 | NPS |

**1. SERVICE AUTHORIZATION**

a. Authorization for a Person’s services shall be obtained through one of the following options:

(1) The pre-authorization(s) allowed by this Contract for the first 30 continuous days; or

(2) Through a signed/pre-approved Authorization Form from DHS.

b. Services pre-authorized for a Person through this Contract do not require an Authorization Form for up to 30 continuous days from the first date of the evaluation or the first date of mental health or substance use disorder treatment services, whichever is first.

c. If there is a completed Authorization Form from DHS for a Person, the Authorization Form takes precedence of all pre-authorized services for the Person.

d. All services following the first 30 continuous days require an Authorization Form. The Contractor shall identify needed services in conjunction with the Team, including the Care Manager when applicable.

e. The services and units on the Authorization Form may be interchanged according to the treatment needs of the Person and the services awarded to the Contractor; however, the total cost of services within a given month shall not exceed the total monthly cost for services authorized on the Authorization Form. This interchanging of services shall be consistent with the treatment plan and is limited to the following:

(1) Pharmacologic Management, Prescriber;

(2) Individual Skills Training and Development;

(3) Group Psychosocial Rehabilitation;

(4) Psychotherapy;

(5) Family Psychotherapy;

(6) Group Psychotherapy;

(7) Therapeutic Behavioral Services; and

(8) Peer Support Services.

**2. PRE-AUTHORIZED MEDICAID SERVICES (30 Day)**

The following pre-authorizations are contingent on the Person’s clinical need(s) and the services awarded to the Contractor. The Contractor shall only render these services when they are clinically necessary.

The following are the pre-authorized maximums per Person up to 30 continuous days for the first 30-day period.

|  |  |
| --- | --- |
| Service | Units |
| Psychiatric Diagnostic Interview Examination by Licensed Mental Health Therapist AND Mental Health Assessment (Psychosocial Portion) by Non-Mental Health Therapist | Up to 12 units per 30 continuous days |
| Psychiatric Diagnostic Interview Examination by MD/APRN | Up to five units per 30 continuous days |
| Psychotherapy with Patient or Family Member (Individual Psychotherapy), 30 minutes;  OR  Psychotherapy with Patient or Family Member (Individual Psychotherapy), 45 minutes;  OR  Psychotherapy with Patient or Family Member (Individual Psychotherapy), 60 minutes | Up to one session per week |
| Individual Psychotherapy for Crisis (Assessment & Treatment) - Case Manager and Care Manager Notification (16 through 30 minutes)  OR  Individual Psychotherapy for Crisis (Assessment & Treatment) - Case Manager and Care Manager Notification (31 through 75 minutes) | Up to four sessions per 30 continuous days |
| Family Psychotherapy with Person Present  OR  Family Psychotherapy without Person present | Up to four units per week |
| Group Psychotherapy | Up to eight units per week |
| Group Psychosocial Rehabilitation | Up to eight units per week |
| Pharmacologic Management, Prescriber (MD/APRN) (outpatient face-to-face with Person) 99211 w/CG  OR  Pharmacologic Management, Prescriber (MD/APRN) (outpatient face-to-face with Person) 99212 w/CG  OR  Pharmacologic Management, Prescriber (MD/APRN) (outpatient face-to-face with Person) 99213 w/CG  OR  Pharmacologic Management, Prescriber (MD/APRN) (outpatient face-to-face with Person) 99214 w/CG  OR  Pharmacologic Management, Prescriber (MD/APRN) (outpatient face-to-face with Person) 99215 w/CG | Up to one session per 30 continuous days |
| Pharmacologic Management, Registered Nurse | Up to one session per 30 continuous days |

**3. EXAMINATION AND TREATMENT PLANNING**

The Contractor shall conduct an initial PDE or an addendum to the most recent examination or psychological evaluation completed within the past 12 months. The examination or addendum shall assess the existence, nature, or extent of illness, injury or other health deviation for the purpose of determining the Person’s need for mental health or substance use disorder services.

In addition to the Utah Medicaid Manual requirements, the treatment plan shall include the following:

a. Relevant clinical needs identified in any of DHS’s assessment(s) and service plans; this includes but is not limited to, the Utah Family and Children Engagement Tool (UFACET), the Protective Risk Assessment (PRA), the wraparound support plan and DHS/DCFS and DHS/DJJS service plans;

b. Relevant identified Targeted Treatment Needs as assessed in any other DHS assessment(s) provided to the Contractor;

c. Measurable treatment goals, addressing the Person’s needs identified in the PDE, developed in conjunction with the Person, family, Case Manager and Care Manager (when applicable); and

d. Discharge criteria and, at the appropriate time, post discharge plans and coordination of related community services to ensure continuity of care with the Person’s family (or others in whose care the Person will be released after discharge), school, and community.

The Contractor shall provide a copy of the Person’s treatment plan and PDE to the Case Manager within 15 calendar days of completion.

**4. TREATMENT PLAN REVIEW**

The Contractor shall:

a. Have a face-to-face review of the Person’s treatment plan as often as clinically indicated but no less than quarterly.

b. Participate in a Team Meeting as part of the review process upon request or as determined by the Contractor.

c. Document the treatment plan and all updates to it in the Person’s record and include:

(1) The date, actual time, and duration of the service provided;

(2) The specific service rendered (e.g., treatment plan);

(3) A written update of progress toward established treatment goals, the appropriateness of the services being furnished, and the need for the Person’s continued participation in the program; and

(4) The signature and licensure of the individual who rendered the service.

d. Bill for a treatment plan review as family psychotherapy or individual psychotherapy (if there is a face-to-face interview with the Person), depending on how the treatment plan is conducted.

e. Maintain a copy of the treatment review in the Person’s file and shall provide a copy of the treatment review and any updated treatment plan to the Case Manager and Care Manager (if applicable) within 15 calendar days of the end of each review period.

The Division reserves the right to have an independent PDE to determine treatment needs if the Team members disagree regarding need for a change in intensity of services or for the purposes of Utilization Review.

**5. DISCHARGE REPORTS**

The Contractor shall:

a. Complete a discharge summary on each Person regardless of length of treatment.

b. Include the date of discharge, progress on treatment goals and recommendations for future service or treatment needs.

c. Maintain a copy of the discharge report in the Person’s file.

d. Provide a copy of the discharge report to the Case Manager and Care Manager (if applicable) within 15 calendar days of termination of service.

**6. ADDITIONAL SERVICE REQUIREMENTS AND LIMITATIONS - FAMILY PEER SUPPORT AND YOUTH PEER SUPPORT (DHS SERVICE CODE: NPS; MEDICAID CODE: H0038)**

a. The Contractor shall comply with the requirements, training, certifications, and documentation outlined in the Utah Administrative Code R523-6 and the current version of the Utah Medicaid Manual.

b. In accordance with the Service Plan, the Contractor’s Family and Youth Peer Support Services shall include, at a minimum:

(1) Linking Persons with local resources and supports.

(2) Assisting Persons to identify and build their informal supports.

(3) Providing advocacy for Persons.

(4) Assisting Persons in navigating human service and other systems and accessing services and supports through professional partnerships with provider agencies.

(5) Supporting Persons to self-advocate in an effective and productive manner.

(6) Participate as a member of the Team and attend Team meetings.

(7) Notify the Case Manager prior to changing the Person’s Family or Youth Peer Supporter.

c. Limitations:

(1) This Contract does not include Adult Peer Support services as defined in the Utah Administrative Code R523-5.

(2) Wraparound Family Peer Support and Wraparound Youth Peer Support is not included in this Contract.

(3) In order to avoid duplication, unless pre-approved in writing by the entity providing High Fidelity Wraparound, Family Peer Support and Youth Peer Support may not be provided in the following circumstances:

(a) A Family Resource Facilitator is providing High Fidelity Wraparound, Family or Youth Peer Support, or both.

(b) A DHS Care Manager is providing High Fidelity Wraparound.

**C. BILLING**

DHS Medicaid and Non-Medicaid mental health and substance use disorder services shall be billed at the unit of service rate in the Rate Table.

The Contractor shall not bill for services that have not been pre-authorized in this Contract or authorized through an Authorization Form.

**1. NON-MEDICAID**

a. FOR DHS/DJJS:

The Contractor shall bill the DOH Medicaid and Health Financing Medicaid services (MI706) provided pursuant to the Contract.

b. FOR DHS/DCFS and DHS/SOC:

The Contractor shall bill DHS/DCFS and DHS/SOC using the DHS 520 Billing Form, or other billing form provided by DHS. The Contractor shall bill DHS only for actual units of service delivered, and shall maintain records that support the delivery of such services.

**2. MEDICAID**

The Contractor shall bill the Utah DOH Medicaid for services provided pursuant to this Contract.

**MENTORING (DHS SERVICE CODES: MT1, MT2 AND MT3)**

**A. GENERAL DESCRIPTION OF SERVICES**

Mentoring is a structured service provided by trained individuals and delivered face-to-face or by telehealth. Mentoring provides strength-based support to a Person in daily living, social, community access, and communication needs. Mentoring requires a ratio of no more than one Person to one Direct Care Staff, unless pre-approved in writing by the Case Manager.

**B. SERVICE REQUIREMENTS**

The Contractor shall:

1. Monitor the Person’s behavior while in the community.

2. Provide the following services:

a. Academic support tutoring;

b. Advocacy and positive role modeling;

c. Crisis intervention;

d. Behavioral intervention and guidance, including basic natural environment teaching (such as shaping and extinction) within positive naturally occurring activities that promote the Person’s personal interests;

e. Support, coaching and training in positive interpersonal communication, problem solving, and conflict resolution in the context of various social and recreational activities;

f. Coordination with the Person’s legal guardians;

g. Consultation between the Contractor and the Team members outside the Contractor’s agency that may occur when the Person is present or is not present;

h. Assisting the Case Manager in coordination of visitation;

i. Other mentoring services pre-approved in writing by the Case Manager; and

j. Documentation of the service without the Person present.

3. With written approval from the Case Manager, transport Persons to and supervise Persons at pre-approved appointments and activities including, but not limited to:

a. Medical;

b. Therapy;

c Home visit;

d. School;

e. Employment; and

f. Extracurricular activities.

**C. LIMITATIONS**

* + 1. Mentoring shall not be provided by an individual with whom the Person is residing.
    2. Mentoring may only be provided at a ratio of two to three Persons per one Direct Care Staff with written approval from the Case Manager. This is only approved in rare circumstances. In no case shall the ratio be less than one Direct Care Staff per three Persons.

**D. DOCUMENTATION**

The Contractor shall document in the Person’s file the following information:

1. Dates of services start time, end time and duration;

2. Description of services provided and activities; and

3. Name of individual who provided the services and activities.

**E. BILLING**

1. Mentoring is a 15 minute unit.

2. The Contractor shall include all items listed in D. Documentation with Contractor’s billing. This shall also include names of all Persons receiving services by the same staff during the mentoring service.

3. Mentoring is a 15-minute unit and shall be billed using the service code MT1 for a ratio of one staff to one Person, MT2 for a ratio of one staff to two Persons, or MT3 for a ratio of one staff to three Persons.

**DAY TREATMENT SERVICES**

**DAY GROUP SKILLS SUPPORT SERVICE (DHS SERVICE CODE: DGR)**

**A. BACKGROUND**

DGR is a non-clinical support and supervision service provided to a group of Persons in a day treatment/day group skills setting. This service typically supplements mental health or substance use disorder services that are provided in a day treatment setting. DGR can be provided as part of a full or partial day treatment/day group skills program (including after school).

**B. CONTRACTOR QUALIFICATIONS**

The Contractor shall have a current DHS/OL Day Treatment License.

**C. SERVICE REQUIREMENTS**

The Contractor shall:

1. Maintain a ratio of no more than six Persons to one Direct Care Staff. The Contractor shall obtain a DHS/OL variance for the Contractor’s DHS/OL Day Treatment License prior to admitting and serving Persons ages 18 to 21 years.

2. Assist Persons in developing competence in basic skills such as grooming, personal hygiene, and maintenance of the living environment.

3. Support the goals that are in each Person’s plan.

4. Assist the Person in reducing problem behaviors that inhibit the Person’s social functioning and increasing adaptive behaviors, including interpersonal skills.

5. Prompt, coach and support the Person in positive interpersonal communication, problem solving, and conflict resolution in the context of various social and recreational activities.

6. Assist Persons in developing community awareness and positive youth development through recreational and service activities.

7. Provide the Person supervision to maintain personal and group safety.

8. Educate parents and the legal guardian in ways to support the skills and behaviors taught in the day treatment setting.

9. Transport Persons to and from DGR related services.

10. Comply with the education requirements of Utah Administrative Code R501-2 and Utah Code §62A-2-108.1 when DGR services are provided in place of school.

**D. DOCUMENTATION**

In addition to general documentation requirements the Contractor shall maintain written documentation (a daily note) for this service that includes the following:

1. Dates of services and activities;

2. Duration of services and activities, including start and end time;

3. Description of the DGR services that were provided; and

4. Name of individual who provided or supervised the services and activities.

**E. RATE**

DGR is an hourly rate. Transportation costs are included in the rate.

**DAY GROUP SKILLS SUPPORT SERVICE INTENSIVE (DHS SERVICE CODE: DGX)**

**A. BACKGROUND**

DGX is a non-clinical support and supervision service provided to a Person in a day treatment/day group skills setting. This service typically supplements mental health or substance use disorder services that are provided in a day treatment/day group skills setting. DGX can be provided as part of a full or partial day treatment program (including after school). DGX is intended for Persons who need more support and supervision than available under DGR.

**B. CONTRACTOR QUALIFICATIONS**

The Contractor shall be licensed by the DHS/OL to provide day treatment services.

**C. SERVICE REQUIREMENTS**

The Contractor shall:

1. Maintain a ratio of no more than four Persons per one Direct Care Staff. The Contractor shall obtain a DHS/OL variance for the Contractor’s DHS/OL Day Treatment License prior to admitting and serving Persons ages 18 to 21 years.

2. Assist Persons in developing competence in basic skills such as grooming, personal hygiene and maintenance of the living environment;

3. Support the goals that are in each Person’s plan;

4. Assist Persons in reducing problem behaviors that inhibit social functioning, and increase adaptive behaviors, including interpersonal skills;

5. Prompt, coach and support the Person in positive interpersonal communication, problem solving, and conflict resolution in the context of various social and recreational activities;

6. Assist Persons in developing community awareness and positive youth development through recreational and service activities;

7. Provide supervision to maintain personal and group safety;

8. Educate parents and the legal guardian in ways to support the skills and behaviors taught in the day treatment setting; and

9. Transport Persons to and from DGX related services.

10. Comply with the education requirements of Utah Administrative Code R501-2 and Utah Code §62A-2-108.1 when DGX services are provided in place of school.

**D. DOCUMENTATION**

In addition to general documentation requirements, the Contractor shall maintain written documentation (daily note) for this service that includes the following:

1. Dates of services and activities;

2. Duration of services and activities, including start and end time;

3. Description of the DGX services that were provided; and

4. Name of individual who provided or supervised the services and activities.

**E. RATE**

DGX is an hourly rate. Transportation costs are included in the rate.

**COMMUNITY GROUP SUPPORT SERVICES (DHS SERVICE CODE: CGS)**

**A. BACKGROUND**

Community Group Supports (CGS) provides intensive, individualized, non-clinical support, supervision, and training for Persons with intellectual disabilities, physical disabilities, emotional conditions, or behavioral disorders. CGS provides a safe, community habilitation program in a structured programmatic setting. CGS may address functional life skills, social skills, adaptive behavior, daily living skills, positive youth development, vocational skills and vocational exploration.

**B. CONTRACTOR SPECIFIC QUALIFICATIONS**

The Contractor shall have a current DHS/OL Day Treatment License and all applicable licenses as prescribed in Utah Administrative Code R501 to operate and provide CGS.

**C. SPECIFIC SERVICE REQUIREMENTS**

The Contractor shall:

1. Provide CGS services as required by Utah Administrative Code R501-20;

2. Deliver services within the context of the Person’s plan;

3. Orient the Person to the part of the plan that pertains to the Contractor and ensure that the Person is involved in its implementation;

4. Develop and implement individualized written support strategies based upon the Person’s plan, DHS assessments, and the Contractor’s assessments. Support strategies shall outline what staff are expected to do with the Person each day CGS services are provided to achieve specific goals in the Person’s plan. When a Behavior Support Plan exists it functions as a support strategy.

5. Assist Persons in reducing problem behaviors that inhibit social functioning, and increase adaptive behaviors, including interpersonal skills;

6. Prompt, coach and support the Person in positive interpersonal communication, problem solving, and conflict resolution in the context of various social and recreational activities;

7. Assist Persons in developing community awareness and positive youth development through recreational and service activities;

8. Develop and implement procedures that assure proper nutrition and safety of the Person during periods of the provision of CGS; and

9. Transport Persons to CGS related services.

**D. LIMITATIONS**

The Contractor shall not:

1. Provide CGS services in the Person’s 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 DHS Designee.

2. Provide CGS 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.

* + 1. Bill CGS and Day Group Skills, Mentoring, or Adaptive Behavior Treatment services at the same time for the same Person. However, CGS may be used to provide intensive staffing simultaneously with group mental health treatment when enhanced staffing is necessary and when mental health treatment is provided by a different staff than the staff providing CGS.

**E. DOCUMENTATION**

The Contractor shall maintain documentation that includes the following:

1. Dates of services and activities;

2. Duration of services and activities, including start and end time;

3. A description of the CGS services that were provided; and

4. Name of individual who provided or supervised the services and activities.

**F. RATE**

CGS is based on a variable daily rate based on an individualized worksheet created by DHS. Transportation costs are included in the rate.

**RESPITE CARE**

**DAY RESPITE (DHS SERVICE CODE: DAR)**

**A. BACKGROUND**

Day Respite Services (DAR) provides individual or group respite care for Persons 0-21 years of age to provide relief to, or during the absence of, the primary caregiver. DAR may be planned or crisis respite. DAR is provided in a licensed day treatment setting, licensed residential support, DHS/DSPD certified residential setting or a certified child foster setting.

**B. CONTRACTOR QUALIFICATIONS**

1. Contractors providing DAR in a DHS/OL licensed day treatment setting shall ensure each facility maintains a Day Treatment Licensed issued by DHS/OL.

2. Contractors providing DAR in a DHS/OL licensed residential facility shall ensure each facility maintains a Residential Support License issued by DHS/OL.

3. Contractors providing DAR in a DHS/DSPD certified residential setting shall ensure that each facility maintains a residential certification issued by DHS/DSPD or DHS.

4. Contractors providing DAR pursuant to a DHS/OL Child Placing Agency License shall ensure the Contractor it maintains a Child Placing Agency License issued by DHS/OL.

**C. SERVICE REQUIREMENTS**

The Contractor shall:

1. Maintain a ratio of no more than six Persons per one Direct Care Staff;

2. Provide respite services outlined in the Person’s plan;

3. Provide basic care and supervision during the respite period;

4. Assume responsibility for the care of the Person in the absence of the parent, legal guardian, or caregiver;

5. Ensure the Person receives proper nutrition and current medication as prescribed by a physician;

6. Coordinate with the Team to review and update the Person’s Plan when providing respite on an on-going basis for the Person;

7. Ensure the Contractor is available seven days a week and 24 hours per day by phone to the respite workers to address urgent policy and procedure issues or provide support while dealing with a crisis;

8. Establish policies and procedures regarding other children/youth in home, Persons with different genders receiving respite at the same time, high behavior risk-level of the Person and/or other children/youth residing in the respite placement;

For Persons with sex offenses, the Contractor shall ensure that its policies and procedures address the specific protections necessary to ensure safety, including but not limited to:

(a) No one in the home or facility is the same victim type as the Person;

(b) Necessary supervision is provided by a parent or trained staff; and

(c) Alarms are placed on the bedroom door of the Person or other protections are in place to facilitate adequate supervision during all hours the Person is receiving respite services.

9. Ensure Person support includes managing behavior during respite period activities; and

10. Transport Persons when providing DAR services.

**D. LIMITATIONS**

The Contractor shall **not** be responsible for providing personal belongings (clothing, personal hygiene products) or medicine as they are provided for and accompany the Person.

**E. DOCUMENTATION**

In addition to general documentation requirements, the Contractor shall maintain written documentation (a daily note) for this service that includes the following:

1. Dates of services and activities;

2. Duration of services and activities, including start and end time;

3. A description of the DAR provided; and

4. Name of individual who provided the services and activities or who supervised if provided in a group setting.

**F. RATE**

DAR is a quarter hour rate that cannot exceed six hours per day. Transportation is included in the rate.

**DAY RESPITE - HIGH NEEDS REQUIREMENTS (DHS SERVICE CODE: DAH)**

**A. BACKGROUND**

Day Respite Services (DAH) provides respite care for Persons 0-21 years of age to give relief to, or during the absence of, the usual caregiver. DAH may be planned or crisis respite. DAH is provided in a licensed day treatment setting, licensed residential support setting, DHS/DSPD certified residential setting or a certified child foster setting.

**B. SPECIFIC CONTRACTOR QUALIFICATIONS**

1. Contractors providing DAH in a DHS/OL licensed day treatment setting shall ensure each facility maintains a Day Treatment Licensed issued by DHS/OL.

2. Contractors providing DAH in a DHS/OL licensed residential facility shall ensure each facility maintains a Residential Support License issued by DHS/OL as defined in Utah Administrative Code § 62A-2-101.

3. Contractors providing DAH in a DHS/DSPD certified residential setting shall ensure that each facility maintains a residential certification issued by DHS/DSPD or DHS.

4. Contractors providing DAH pursuant to a DHS/OL Child Placing Agency License shall ensure it maintains a Child Placing Agency License issued by DHS/OL, as defined in Utah Code § 62A-2-101.

**C. SPECIFIC SERVICE REQUIREMENTS**

The Contractor shall:

1. Maintain the staffing ratio of no more than two Persons per staff;

2. Provide respite services outlined in the Person’s Plan;

3. Provide basic care and supervision during the respite period;

4. Assume responsibility for the care of the Person in the absence of the legal guardian;

5. Ensure the Person receives proper nutrition and current medication as prescribed by a physician;

6. Coordinate with the Team to review and update the Person’s Plan when providing respite on an on-going basis for the Person;

7. Ensure the Contractor is available seven days a week and 24 hours per day by phone to the respite workers to address urgent policy and procedure issues or provide support while dealing with a crisis;

8. Establish policies and procedures regarding other children/youth in home, Persons with different genders receiving respite at the same time, high behavior risk-level of the Person and/or other children/youth residing in the respite placement;

For Persons with sex offenses, the Contractor shall ensure that its policies and procedures address the specific protections necessary to ensure safety, including but not limited to:

(a) No one in the home or facility is the same victim type as the Person;

(b) Necessary supervision is provided by a parent or trained staff; and

(c) Alarms are placed on the bedroom door of the Person or other protections are in place to facilitate adequate supervision during all hours the Person is receiving respite services.

9. Ensure support includes managing behavior during respite period activities; and

10. Transport Persons as necessary when providing DAH services.

**D. LIMITATIONS**

The Contractor shall **not** be responsible for providing personal belongings or medicine as they are provided for and accompany the Person.

**E. DOCUMENTATION**

In addition to general documentation requirements the Contractor shall maintain written documentation (a daily note) for this service that includes the following:

1. Dates of services and activities;

2. Duration of services and activities, including start and end time;

3. A description of the DAH provided; and

4. Name of individual who provided the services and activities or who supervised if provided in a group setting.

**F. RATE**

DAH is a quarter hour rate that cannot exceed 6 hours per day. Transportation is included in the rate.

**RESPITE CARE: OVERNIGHT RESPITE (DHS SERVICE CODE: OVR)**

**A. BACKGROUND**

Overnight Respite (OVR) provides one-to-one or group daily and overnight care for Persons 0-21 years of age to give relief to, or during the absence of, the usual caregiver. OVR may be planned or crisis respite. OVR is provided in a licensed residential support setting, DHS/DSPD certified residential setting or a certified child foster setting.

**B. CONTRACTOR QUALIFICATIONS**

1. Contractors providing OVR in a DHS/OL licensed residential facility shall ensure each facility maintains a Residential Support License issued by DHS/OL.

2. Contractors providing OVR in a DHS/DSPD certified residential setting shall ensure that each facility maintains a residential certification issued by DHS/DSPD or DHS.

3. Contractors providing OVR pursuant to a DHS/OL Child Placing Agency License shall ensure it maintains a Child Placing Agency License issued by DHS/OL.

**C. SERVICE REQUIREMENTS**

The Contractor shall:

1. In addition to OL limitations, maintain a ratio of no more than six Persons per one Direct Care Staff;

2. Provide respite services outlined in the Person’s Plan;

3. Provide basic care and supervision during the respite period;

4. Assume responsibility for the care of the Person in the absence of the legal guardian;

5. Ensure the Person receives proper nutrition and current medication as prescribed by a physician;

6. Coordinate with the Team to review and update the Person’s Plan when providing respite on an on-going basis for the Person;

7. Ensure the Contractor is available seven days a week and 24 hours per day by phone to the respite workers to address urgent policy and procedure issues or provide support while dealing with a crisis;

8. Establish policies and procedures regarding other children/youth in home, Persons with different genders receiving respite at the same time, high behavior risk-level of the Person and/or other children/youth residing in the respite placement;

a. For Persons with sex offenses, the Contractor shall ensure that its policies and procedures address the specific protections necessary to ensure safety, including but not limited to:

1. No one in the home or facility is the same victim type as the Person;
2. Necessary supervision is provided by a parent or trained staff; and
3. Alarms are placed on the bedroom door of the Person or other protections are in place to facilitate adequate supervision during all hours the Person is receiving respite services.

9. Ensure Person support includes managing behavior during respite period activities; and

10. Transport Persons as necessary when providing OVR services.

**D. LIMITATIONS**

1. The Contractor shall **not** be responsible for providing personal belongings (clothing, personal hygiene products) and/or medicine as they are provided for and accompany the Person.

2. OVR shall only be used for Persons living out of home with prior written approval. OVR is generally not used for Persons living in a proctor home or residential setting.

**E. DOCUMENTATION**

In addition to general documentation requirements the Contractor shall maintain written documentation (a daily note) for this service that includes the following:

1. Dates of services and activities;

2. Duration of services and activities, including start and end time;

3. A description of the OVR provided; and

4. Name of individual who provided the services and activities.

**F. RATE**

OVR is a daily rate. OVR daily rate is billed for a minimum of six hours and up to 24 hours of respite services.

For overnight stays, the Contractor may bill for the day the Person came to the Contractor's facility and not the day the Person left if the Person is there less than six hours. The Person shall have a full six-hour stay to qualify for a daily rate. Room and board are included in the rate. Transportation is included in the rate.

**OVERNIGHT RESPITE - HIGH NEEDS (DHS SERVICE CODE: OVH)**

**A. BACKGROUND**

Overnight Respite - High Needs (OVH) provides daily and overnight care for Persons 0-21 years of age to give relief to, or during the absence of, the usual caregiver. OVH may be planned or crisis respite. OVH is provided in licensed a residential support setting, DHS/DSPD certified residential setting or a certified child foster setting.

**B. CONTRACT QUALIFICATIONS**

1. Contractors providing OVH in a DHS/OL licensed residential facility shall ensure each facility maintains a Residential Support License issued by DHS/OL.

2. Contractors providing OVH in a DHS/DSPD certified residential setting shall ensure that each facility maintains a residential certification issued by DHS/DSPD or DHS.

3. Contractors providing OVH pursuant to a DHS/OL Child Placing Agency License shall maintain a Child Placing Agency License issued by DHS/OL.

**C. SERVICE REQUIREMENTS**

The Contractor shall:

1. Maintain a ratio of no more than two Persons per staff;

2. Provide respite services outlined in the Person’s Plan;

3. Provide basic care and supervision during the respite period;

4. Assume responsibility for the care of the Person in the absence of the legal guardian;

5. Ensure the Person receives proper nutrition and current medication as prescribed by a physician;

6. Coordinate with the Team to review and update the Person’s Plan when providing respite on an on-going basis for the Person;

7. Ensure the Contractor is available seven days a week and 24 hours per day by phone to the respite workers to address urgent policy and procedure issues or provide support while dealing with a crisis;

8. Establish policies and procedures regarding other children/youth in home, gender, high behavior risk-level of Persons and/or other children/youth residing in the respite placement;

a. For Persons with sex offenses, the Contractor shall ensure that its policies and procedures address the specific protections necessary to ensure safety, including but not limited to:

1. No one in the home or facility is the same victim type as the Person;

(2) Necessary supervision is provided by a parent or trained staff; and

(3) Alarms are placed on the bedroom door of the Person or other protections are in place to facilitate adequate supervision during all hours the Person is receiving respite services.

9. Ensure Person support includes managing behavior during respite period activities; and

10. Transport Persons as necessary when providing OVH services.

**D. LIMITATIONS**

1. The Contractor shall **not** be responsible for providing personal belongings (clothing, personal hygiene products) and/or medicine as they are provided for and accompany the Person.

2. OVH shall only be used for Persons living out of home with prior written approval. OVH is generally not used for Persons living in a proctor home or residential setting.

**E. DOCUMENTATION**

In addition to general documentation requirements the Contractor shall maintain written documentation (a daily note) for this service that includes the following:

1. Dates of services and activities;

2. Duration of services and activities, including start and end time;

3. A description of the OVH provided; and

4. Name of individual who provided the services and activities.

**F. RATE**

OVH is a daily rate. OVH daily rate is billed for a minimum of six hours and up to 24 hours of respite services. For overnight stays, the Contractor may bill for the day the Person came to the Contractor's facility and not the day the Person left if the Person is there less than six hours. The Person shall have a complete six-hour stay to qualify for a daily rate. Room and board are included into the rate. Transportation is included in the rate.

**BEHAVIOR CONSULTATION AND ADAPTIVE BEHAVIOR TREATMENT SERVICES**

**BEHAVIOR ANALYSIS CONSULTATION (DHS SERVICE CODES: BHA and BHX)**

**A. BACKGROUND**

Behavior Analysis Consultation services support caregivers and other staff to influence socially important behavior by identifying reliably related environmental variables and produce behavior change techniques based on those findings. Behavior Analysis Consultation helps Persons in their environment to develop skills which assist the Person in their surroundings to reduce adverse behaviors that lead to behavioral problems and provide positive replacement behaviors.

Behavior Analysis Consultation services may be provided at the Person’s home, a programmatic setting, or other naturally occurring environment in the community.

Interventions used by the Contractor to address problem behavior shall be based on the principles of Applied Behavior Analysis (ABA) and focus on positive behavior supports. The Contractor may also provide consultation on behavior supports to DHS staff and other Team members.

**B. STAFF QUALIFICATIONS:**

1. BHX staff shall:

a. Possess at least one-year of experience working with individuals with intellectual disabilities, related conditions, acquired brain injury, and severe emotional or behavioral disorders;

b. Have a current Board Certified Behavior Analyst (BCBA) certification; and

c. Have a current Utah DOPL Licensed Behavior Analyst license (LBA).

2. BHA staff shall meet the requirements in Utah Code § 58-61-707.

3. The Contractor shall ensure at least one of its Behavior Analysis Consultation staff meet the staff qualifications of BHX.

**C. SERVICE REQUIREMENTS:**

1. **Functional Behavioral Assessment** (FBA)

The Contractor shall:

a. Conduct an FBA.

b. Include a description of the assessment process or name of a published and validated assessment tool, the date the assessment was conducted, the name and qualifications of the staff completing the assessment, and the names of the people interviewed or others involved if applicable.

c. Use different validated assessment tools and processes depending on the individual needs of the Person; however, all Contractor's assessments shall result in the following information and documentation:

(1) Description of the problematic behavior(s) including an operational definition for each target behavior;

(2) Potential triggers and circumstances in which the problematic behavior is most likely to occur; and

(3) Identification of the function of the problematic behavior(s).

2. **Behavior Support Plans**

The Contractor shall:

a. Emphasize a positive approach with treatment designed to acquire and maintain adaptive behaviors and prevent problem behaviors.

b. Ensure plans are in writing, are based upon the FBA, and include the following information:

(1) Summary that clarifies the antecedent-behavior-consequence relationships:

(a) Describing the critical problem behavior;

(b) Predicting the circumstances in which the problem behavior is most likely to occur; and

(c) Identifying the function of the problem behavior.

(2) Baseline data with the date collected.

(3) Behavioral objectives written in measurable and observable terms.

(4) Data collection procedures that measure progress toward the objectives that decrease problem behavior and increase replacement behavior.

(5) Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff and other members of the Team addressing the following areas:

(a) Prevention procedures designed to decrease the need for the problem behavior.

(b) Planned responses and consequences for when the problem behavior occurs, including safety issues and efforts to minimize reinforcement for the problem behavior.

(c) Teaching or increasing replacement behaviors.

(d) When appropriate, the plan shall also address generalization, maintenance, and fading procedures.

(6) Name and title of the professional who developed the plan.

c. Ensure the plan is pre-approved by the legal guardian.

d. Ensure the plan is completed within 30 calendar days of the Functional Behavior Assessment, or earlier as agreed on between the Case Manager or Care Manager and the Contractor.

e. Provide training and consultation on the implementation of the Behavior Support Plan to the Team.

When providing ongoing consultation, this includes ongoing coaching on the implementation of the Behavior Support Plan, and ongoing modification of the interventions. This may also include modeling implementation of interventions.

f. Submit the FBA and the Behavior Plan to the Case Manager and Care Manager (if applicable) within 30 calendar days of completion of the Behavior Plan.

g. Participate as requested in a safety planning meeting, present the results of the FBA and help the family and youth identify interventions that are research-based and theoretically sound when assisting to develop a safety plan in a high fidelity wraparound process.

3. **Quarterly Summaries**

a. When providing ongoing consultation, the Contractor shall provide a written quarterly summary with graphic representation of data of the primary problem behavior(s) updated at least every three months for visual analysis.

b. Quarterly Summaries shall include a descriptive summary interpretation of the data, and behavior support plan changes or other actions taken or planned in response to progress or lack of progress.

c. Quarterly summaries and graphs shall be submitted to the Case Manager, and Care Manager when applicable, within 30 calendar days of the end of the quarter. Quarterly summaries shall be shared with the family or other caregiver.

4. **Restrictive Interventions:**

Although many Persons with severe behavioral problems can be effectively treated without the use of any restrictive interventions, restrictive interventions may be necessary on rare occasions with meticulous clinical oversight and controls, and according to the ethical standards of the profession. Use of restrictive interventions shall be clearly described in the Person’s Behavior Support Plan. Behavior Support Plans that include the use of restrictive interventions shall be peer reviewed and pre-approved by the Case Manager and may be subject to additional review by DHS.

5. Behavior Support Plan interventions and supports will typically be implemented by the legal guardian or by other staff or caregivers with oversight from the Contractor’s Behavior Analysis Consultation staff.

Behavior Analysis Consultation services will typically NOT involve implementation of the Behavior Support Plan by a Behavior Technician. If the Behavior Analysis Consultation services are paired with Adaptive Behavior Treatment by a behavior technician, the Contractor shall comply with the Adaptive Behavior Treatment requirements of this Contract.

**D. DOCUMENTATION**

In addition to the Functional Behavior Assessment, the Behavior Support Plan, and the Quarterly Summaries, the Contractor shall maintain consultation notes that include:

1. Name of the Person receiving services;

2. Service activity and number of service units being provided; and

3. Name(s) and credentials of the staff providing the service.

**E. LIMITATIONS**

The Contractor shall **not**:

1. Bill BHA or BHX for a Person that is eligible for Behavior Consultation services funded by DHS/DSPD.

2. Provide transportation to Persons using BHA or BHX codes.

3. Design a Behavior Support Plan that includes any of the following:

a. Corporal punishment;

b. Demeaning speech to a Person that ridicules or is abusive;

c. Seclusion, except in licensed settings pre-approved to use seclusion and according to Utah Administrative Code R501-2;

d. Use of 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.

**F. BILLING**

BHA and BHX time may be billed for consultation in-person, by phone, and telehealth. Billable time also includes training staff on implementation, conducting and writing up the assessment, writing and revising the behavior support plan, providing supervision of the behavior technician, reviewing data and records, collateral contact with team members, and other indirect treatment coordination and supervision activities.

**G. RATE**

BHA is a quarter hour service.

BHX is a quarter hour service.

**ADAPTIVE BEHAVIOR TREATMENT (DHS SERVICE CODE: BHT)**

**A. BACKGROUND**

Adaptive Behavior Treatment involves no more than one Behavior Technician per one Person for direct treatment to decrease problem behavior and increase adaptive behavior by a Behavior Technician or Licensed Assistant Behavior Analyst with the supervision of a qualified Behavior Analysis Consultation provider according to the principles of Applied Behavior Analysis and Positive Behavior Supports. When Adaptive Behavior Treatment is authorized, it is always paired with Behavior Analysis Consultation services.

**B. CONTRACTOR QUALIFICATIONS**

1. If direct treatment services are provided in the Contractor’s facility or office, the Contractor shall have the appropriate License according to Utah Administrative Code R501.

2. The Contractor shall also be a provider of Behavior Analysis Consultation services in this Contract.

**C. STAFF QUALIFICATIONS**

Behavior Technicians shall possess a minimum of a high school diploma or equivalent; and:

1. Possess a current Licensed Assistant Behavior Analyst license; or

2. Possess a current Registered Behavior Technician certification or complete a 40-hour training program conducted by a Behavior Analyst Certification Board (BACB) certificant based on the Registered Behavior Technician Task List and pass the Registered Behavior Technician Competency Assessment administered by a BACB certificant within 120 calendar days of the staff’s date of hire and become registered as a Registered Behavior Technician through the BACB within 180 calendar days of the staff’s date of hire.

**D. SERVICE REQUIREMENTS**

The Contractor Shall:

1. Provide Adaptive Behavior Treatment as a one-on-one service, although it may be provided in many natural environments, including in a family or group setting;

2. Deliver services under the supervision of a Licensed Behavior Analyst providing Behavior Analysis Consultation services in this Contract;

3. Implement the interventions outlined in the Behavior Support Plan. Interventions may be implemented in a variety of settings, including in the Person’s home, the community, or in a licensed treatment setting. The behavior technician may model interventions for the legal guardians as part of the intervention;

4. Provide direct supervision of each behavior technician and assistant behavior analyst, through direct observation of the behavior technician or assistant behavior analyst implementing interventions with the Person, according to the supervision requirements for Registered Behavior Technicians by the BACB. The Contractor shall comply with all supervision requirements of the BACB; and

5. Provide supervision to the behavior technician or assistant behavior analyst by remote access technology when outside of Weber, Davis, Salt Lake and Utah counties according to the Telehealth section of this Contract.

**E. LIMITATIONS**

1. The following shall not be billed as Adaptive Behavior Treatment:

a. Services rendered when measurable functional improvement is not expected;

b. Services that are primarily educational in nature;

c. Services that are primarily vocationally or recreationally-based;

d. Care that is provided primarily to assist in the activities of daily living, such as bathing, dressing, eating, and maintaining personal hygiene and safety;

e. Services that are provided primarily for maintaining the Person’s, or anyone else’s, safety;

f. Services that are intended to provide supervision of the Person;

g. Respite care services;

h. Time spent by the Assistant Behavior Analyst or Behavior Technician charting or collecting data that is occurring separate from the time spent documenting direct observations that occur when the provider is working directly with the Person;

i. Provider’s time traveling to get to the Person’s home or other community setting; and

j. Transportation of the Person.

2. The Contractor shall not bill Adaptive Behavior Treatment in this Contract if the Person has a diagnosis of Autism Spectrum Disorder and Adaptive Behavior Treatment is available to the Person with the Medicaid Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) ASD Related Services benefit. If a comparable Medicaid Mental Health Treatment service is available to the Person that will meet their treatment needs, that service shall be used whenever possible.

**F. DOCUMENTATION**

The Contractor shall maintain documentation for Adaptive Behavior Treatment that includes:

1. Data specific to the interventions being implemented and the target behaviors according to the Behavior Support Plan that includes the Person’s name and date.

2. A session note summarizing the session that includes:

a. The Person’s name;

b. Date and start and end time of the session;

c. A brief summary of the session including goals addressed; and

d. Name of the behavior technician providing services.

**G. RATE**

Adaptive Behavior Treatment is a half-hour unit.

**CLINICAL CONSULTATION (DHS SERVICE CODE: NCC)**

**A. BACKGROUND**

Clinical Consultation is provided by a previous clinician to a current clinician, or caregiver, following discharge from the previous clinician’s services. The consultation involves an exchange of information regarding treatment and support approaches not communicated during the transition process, or provides recommendations regarding current treatment or support needs being encountered. Clinical Consultation may also be provided by a clinician who is not currently involved in the Person’s care and who is considered to have expertise in a particular clinical need of the Person.

**B. STAFF QUALIFICATIONS**

The Contractor’s staff providing Clinical Consultation shall:

1. Meet the qualification requirements of the current Utah Medicaid Manual for providers qualified to prescribe services.

2. Have been directly involved in the Person’s prior treatment or they shall have expertise in a particular clinical need of the Person.

**C. SERVICE REQUIREMENTS**

1. The Contractor’s staff shall consult with the new treatment provider, other service or support provider, or caregiver regarding the treatment and support needs of the Person to provide guidance and recommendations regarding current and future needs in order to provide continuity in treatment and support and increase the likelihood of continued progress for the Person.

2. Clinical Consultation services shall be focused on recommending specific treatment and support interventions that are likely to be effective for the Person based on the clinician’s experience with the Person or the clinician’s expertise.

3. If Clinical Consultation is being provided to caregivers and there is a new treatment provider involved, the Contractor’s Clinical Consultation staff shall communicate with the new treatment provider prior to the consultation in order to coordinate recommendations and shall arrange the consultation at a time that the new treatment provider is available to participate unless the new provider indicates that they don’t need to attend.

4. Clinical Consultation may be provided in person with an individual or group, by telephone, or telehealth compliant video conferencing.

**D. LIMITATIONS**

The Clinical Consultation services shall not:

1. Be provided by the Contractor or the Contractor’s staff if the Contractor is providing any other services to the Person, their family, or their caregiver.

2. Be billed for services provided prior to discharge or for consultation provided during the two weeks following discharge.

3. Be billed for a discharge Team meetings, whether the meeting is held before or following discharge.

4. Be billed for a transition meeting or an initial consultation with any new treatment or support provider or caregiver following discharge.

5. Be used if the consultation can be provided through a Medicaid mental health or substance use disorder service.

**E. DOCUMENTATION**

The Clinical Consultation provider shall maintain a consultation note for each consultation session that includes:

1. Name of the Person receiving services;

2. Name(s) of the Person receiving the consultation;

3. Date, start time and end time;

4. Summary of the consultation, including recommendations provided; and

5. Name(s) and level of licensure of the staff providing the service.

The Contractor shall maintain documentation of consultation provided prior to discharge and any consultation provided prior to billed services as supportive documentation of meeting the limitation requirements for the service.

**F. RATE**

Clinical Consultation is a quarter-hour rate.

**TRAVEL**

**MILEAGE REIMBURSEMENT (MIR)**

**A. BILLING**

1. With authorization, the Contractor may bill for travel related to the provision of services for trips that exceed a 75 mile round-trip from the city of the Contractor’s place of business to the city of the Person’s residence.

2. Travel within 75 miles round trip from the departure city in which the Contractor’s place of business is located shall not be reimbursed.

3. Authorized travel exceeding 75 miles round trip from the city in which the Contractor’s place of business is located shall be reimbursed at the rate indicated in the Rate Table.

4. Mileage shall be reimbursed on a per trip basis. If the Contractor performs multiple services for one or more Persons during the course of a single trip, the Contractor shall only be reimbursed for one trip with mileage divided equally among or apportioned according to the travel related to each service conducted during the trip.

5. Mileage shall be calculated based on the mileage found in the City to City Mileage Chart (Mileage Chart) located on the DHS website. If the departure city or destination city is not found in the Mileage Chart the next nearest city shall be used.

6. To obtain reimbursement for travel, the Contractor shall submit a request for travel reimbursement that includes the following information:

a. The departure city and destination city;

b. The one-way mileage from the departure city to the destination city as found in the Mileage Chart referred to above;

c. Date(s) of travel;

d. Name(s) of Person(s) served and type(s) of services conducted during each trip; and

e. The Contractor’s Contract number.

7. For forensic evaluation services and DSPD eligibility evaluations and specialty psychological services, travel reimbursement requests shall be submitted together with the completed evaluation report to which the travel applies.

**B. TRAVEL FOR INTENSIVE IN-HOME TREATMENT**

With written authorization the MIR travel code may be approved for trips of less than a 75 mile round-trip for a period of 90 calendar days for intensive in-home treatment or parent skills development under the following conditions:

1. A Person lives at home with their family or it is expected that a Person will be able to return home;

2. The Contractor’s treatment or parent skills development:

a. Meets an evidence-based rating of a one, two, or three on the California Evidence-Based Clearinghouse’s Scientific Rating Scale for the needs of the Person or their family relative to the Person’s needs; or

b. Is otherwise approved by DHS.

3. The in-home treatment or parent skills development includes an average of more than one-time per week in-home intervention;

4. The Contractor’s treatment is predominantly skills-based;

5. The treatment or parent skills development is focused on the needs of the Person and involves the parents (it may also involve the Person);

6. The treatment or parent skills development may be delivered by clinical staff or trained and clinically supervised non-clinical staff according to the treatment or parent skills development requirements and the appropriate scope of practice; and

7. An authorization may be extended beyond 90 calendar days by DHS at the discretion of DHS.

**C. RATE**

The mileage reimbursement rate is a comprehensive rate that covers all costs associated with travel such as travel time, lodging, meals, fuel for vehicle, auto expenses, and insurance.

**DHS/DSPD ELIGIBILITY EVALUATION AND SPECIALTY PSYCHOLOGICAL SERVICES**

**GENERAL REQUIREMENTS**

**A. POPULATION SERVED**

Persons who:

1.    May have ID.RC, and must submit to an initial psychological evaluation for determining eligibility for services offered by DHS/DSPD;

2.    Are going through the DHS/DSPD intake process;

3. Are currently receiving DHS/DSPD services;

4.     Are on the DHS/DSPD waiting list and have been referred by DHS for a current eligibility determination evaluation; or

5.     Are receiving services and who may be referred by DHS for a current psychological evaluation to determine continued eligibility per Utah Administrative Code R539-1.

**B. STAFF QUALIFICATIONS**

The staff providing the service shall:

1. Have a Doctorate in Psychology or Psychiatry from an accredited college or university;

2. Be licensed by DOPL as either:

a. A Psychologist; or

b. A Psychiatrist licensed as a physician and surgeon.

3.     Have at least three years’ of professional experience working directly with people with ID.RC or with Acquired Brain Injury (ABI), depending on the diagnosis of the Person; and

4.     Have at least one year of experience conducting psychological evaluations with Persons with ID.RC or ABI, depending on the diagnosis of the Person.

**DHS/DSPD ELIGIBILITY DETERMINATION EVALUATION (DHS SERVICE CODE: APL)**

**A.      SERVICE REQUIREMENTS**

The Contractor shall:

1.     Complete a psychological eligibility determination evaluation report that, at a minimum, includes the following:

a.     Background information.

The Contractor shall gather updated background information on the Person being evaluated.  When available, DHS/DSPD may provide some background information, however, the Contractor shall be responsible for updating any information provided. Background information shall include the following:

(1)       Social history;

(2)      Developmental history; and

(3)     Service/support/treatment history.

b.     Observations from the Contractor’s testing of and interviews with the Person.

c.    The Contractor’s interpretation of the Person’s scores on individualized standardized assessment of intellectual functioning such as Wechsler Adult Intelligence Scale (WAIS), Wechsler Intelligence Scale for Children (WISC), Stanford Binet, Test of Non-Verbal Intelligence, etc.

d.    The Contractor’s interpretation and assessment of the Person’s scores on adaptive behaviors such as Vineland Adaptive Behavior Scales, Scales of Independent Behavior, etc.

e.    The Contractor’s interpretation and assessment of other psychological testing of the Person.

f.     The Contractor’s review of collateral data found in the Person’s file and conclusion on whether other test results, interpretation of results, clinical observations, or previous evaluations of the Person by other evaluators conflict with or support the Contractor’s own current eligibility determination.

g.     Diagnosis.

h.    Contractor’s assessment of the Person’s level of functioning in the seven major life areas as defined in Utah Administrative Code R539-1-4(2):

(1)       Self-care;

(2)      Expressive/receptive language;

(3)    Learning;

(4)     Mobility;

(5)      Capacity for independent living;

(6)     Self-direction; and

(7)    Economic self-sufficiency (age 18 or older).

i.      Contractor’s summary of findings, conclusions, and eligibility determination regarding the Person.

j.      Contractor’s recommendations to DHS/DSPD for needed services, supports, treatments, or supervision.

2.     Complete and submit the written evaluation report within 40 business days of assignment of the evaluation to the DHS employee who assigned the referral to the Contractor. When required, a written request for a 30-day extension may be made to the DHS employee who sent the referral.

B. **AUTHORIZATION**

Prior to providing APL services, the Contractor shall receive from DHS:

1.     An Authorization Form or a “Contracted Psychological Request” form containing:

a.    The demographics and contact information of the Person to be evaluated;

b.   The specific testing requested; and

c.     Any additional types of evaluations that may be required in addition to the Eligibility Determination.

**DHS/DSPD SPECIAL NEEDS EVALUATIONS - NEUROPSYCHOLOGICAL EVALUATION (DHS SERVICE CODE: APN)**

**A. SERVICE REQUIREMENTS**

At a minimum, the Contractor’s neuro-psychological evaluation shall be in writing and include the following information:

1.     Summary of background information on the Person being evaluated.  This shall be gathered and updated by Contractor. It may be provided by DHS/DSPD when available. This background information shall include the following:

a.       Social history;

b.      Developmental history;

c.     Service/support /treatment history;

d.     Medical history;

e.      Mental health history;

f.     Academic functioning; and

g.    Socialization.

2.     Summary of the Contractor’s observations, including behavioral observations from the Contractor’s testing of, and the clinical interviews with, the Person.

3.     The Contractor’s interpretation of the Person’s scores on individualized standardized assessment of intellectual functioning such as WAIS, or WISC, Stanford Binet, Test of Nonverbal Non-Verbal Intelligence, etc.

4.    Other psychological testing of the Person as requested in writing by DHS/DSPD.

5.     Identification and interpretation of the Person’s neuropsychological test(s) used in the evaluation such as Halstead-Reitan Neuropsychological Test Battery, Ammons Quick Test, Cambridge Neuropsychological Test Automated Battery (CANTAB), Dementia Rating Scale, Luria-Nebraska Neuropsychological Battery, or Kaufman Short Neuropsychological Assessment.

6.    The Contractor's diagnosis of the Person.  For a court ordered evaluation, the Contractor may use the DSM or ICD of their choosing, but the Contractor shall convert it to the current FES configuration for diagnoses.

7.    The Contractor’s neuropsychological evaluation summary report shall:

a.       Identify the specific matters referred for evaluation;

b.      Describe the procedures, techniques, and tests used in the evaluation and the purpose or purposes for each;

c.     State the Contractor’s clinical observations, findings, treatment recommendations, and opinions on each issue referred for evaluation, and indicate specifically those issues, if any, on which the Contractor could not give an opinion; and

d.     Identify the sources of information used by the Contractor and present the basis for the Contractor’s clinical findings and opinions.

8.    The Contractor shall complete and submit the evaluation within 20 calendar days.  When required, a 30-day extension may be requested in writing to the DSPD staff who sent the referral.

9. *If the psychosexual evaluation is court ordered*, *in addition to the above requirements the Contractor shall:*

a. Be familiar with, understand, and focus on the relevant legal issues pertaining to the evaluation ordered by the Court and complete the evaluation in compliance with any additional requirements ordered by the Court;

b. Complete the evaluation within the timeframes established by law or as otherwise ordered by the Court; and

c. Submit the evaluation via FES.

**B. LIMITATIONS**

The neuropsychological evaluation shall NOT be conducted in public schools.

**DHS/DSPD SPECIAL NEEDS EVALUATIONS - PSYCHOSEXUAL EVALUATION (DHS SERVICE CODE: APS)**

**A. SERVICE REQUIREMENTS**

The Contractor shall:

1.     Complete a psychosexual evaluation and written report that shall include the following information:

a.     DHS/DSPD referral for evaluation of the Person.

b.     Reason for the evaluation.

c.     Background information on the Person being evaluated.  This shall be gathered and updated by Contractor. It may be provided by DHS/DSPD when available. This background information shall include the following:

(1)       Social history;

(2)      Developmental history; and

(3)     Service/support /treatment history.

d.    Observations from Contractor’s testing of and interviews with the Person.

e.     The Contractor’s interpretation of the Person’s scores on individualized standardized assessment of intellectual functioning such as WAIS, WISC, Stanford Binet, Test of Non-Verbal Intelligence, etc.

f.     Other psychological testing of the Person as requested in writing by DHS/DSPD.

g.     Level of risk for sexual offending or reoffending.

h.     Recommend types and intensity of interventions that will be most beneficial for the Person, including level of care, such as:

(1)       Community;

(2)     Community with restriction; and

(3)     Other more secure placements.

i.      The specific risk factors that need to be targeted through intervention.

j.      Factors that may impact engagement in and response to interventions.

k.    Strengths and protective factors relative to the Person, as well as those that exist with family, peer, and other community support systems.

l.      Contractor's diagnosis of the Person.  For a court ordered evaluation, the Contractor may use the DSM or ICD of their choosing, but the Contractor shall convert it to the current FES configuration for diagnoses.

m.    Summary.  The summary for the report shall:

(1)       Identify the specific matters referred for evaluation;

(2)      Describe the procedures, techniques, and tests used in the evaluation and the purpose or purposes for each;

(3)     State the Contractor’s clinical observations, findings, opinions and conclusions on each issue referred for evaluation and indicate specifically those issues, if any, on which the Contractor could not give an opinion;

(4)     State the Contractor’s prognosis and recommendation; and

(5)      Identify the sources of information used by the Contractor and present the basis for the Contractor’s clinical findings and opinions.

2.     Complete and submit this evaluation within 20 calendar days to the DHS/DSPD staff who sent the referral to the Contractor.  When required, a written request for a 30-day extension may be sent to the DHS/DSPD employee who sent the referral to the Contractor.

3. *If the psychosexual evaluation is court ordered*, *in addition to the above requirements the Contractor shall:*

a. Be familiar with, understand, and focus on the relevant legal issues pertaining to the evaluation ordered by the Court and complete the evaluation in compliance with any additional requirements ordered by the Court;

b. Complete the evaluation within the timeframes established by law or as otherwise ordered by the Court; and

c. Submit the evaluation via FES.

**B. LIMITATIONS**

 Psychosexual evaluations shall NOT:

1.     Be conducted in public schools;

2.     Determine guilt or innocence when used with a forensic evaluation;

3.     Identify whether the Person is or is not a sex offender; or

4.     Conclude whether the Person meets the “profile” of a sex offender.

**DSPD CONSULTATION (DHS SERVICE CODE: APX)**

**A. SERVICE REQUIREMENTS**

The Contractor shall:

1.     Provide consultation services by staff who have met qualifications and requirements pursuant to this Contract.

2.     Provide consultation services only after receiving prior written approval from DHS/DSPD.

3.     Be available by phone or in person to consult with DHS/DSPD staff as requested by DHS/DSPD. The consultation may include:

a.       Assistance with interpreting an evaluation or other relevant documentation as determined by DHS/DSPD program staff; or

b.      Assistance with eligibility determination for Persons applying for services from DHS/DSPD.

**FORENSIC EVALUATIONS**

**GENERAL REQUIREMENTS**

**A. POPULATION SERVED**

Persons requiring one or more of the following types of evaluation services:

1. Adult and Juvenile Mental Health Forensic Evaluations for Persons with and without ID.RC;

2. Forensic Psychological Evaluations for Competency or Progress toward Competency to Stand Trial for Persons with ID.RC;

3. Forensic Psychological Evaluations for Exception to Death Penalty for Persons with ID.RC; and/or

4. DHS/DSPD Atypical Evaluations.

**B. DHS CONTACT INFORMATION**

Except where stated otherwise, the DHS contacts for the types of evaluation services in this Contract are identified below:

1. Adult Mental Health Forensic Evaluations for Persons without ID.RC: DHS/DSAMH, fesadmin@utah.gov

2. Juvenile Forensic Evaluations for Persons with and without ID.RC: The DHS Juvenile Competency Program Administrator, jvcompcor@utah.gov

3. Forensic Psychological Evaluations for Competency or Progress toward Competency to Stand Trial for Persons with ID.RC: The DHS/DSPD Forensic Evaluation Coordinator, fes-dspd@utah.gov

4. Forensic Psychological Evaluations for Exception to Death Penalty for Persons with ID.RC: The DHS/DSPD Forensic Evaluation Coordinator. fes-dspd@utah.gov

**C. CONTRACTOR QUALIFICATIONS**

The Contractor staff shall be currently licensed by DOPL as:

1. A Psychiatrist who is currently licensed as a physician and surgeon;

2. A Clinical social worker (LCSW) with a Doctorate degree in Social Work; or

3. Be currently licensed by DOPL in one of the following Mental Health Therapist fields as defined in Utah Code §58-60-102:

a. A physician and surgeon, or osteopathic physician engaged in the practice of mental health therapy;

b. An advanced practice registered nurse, specializing in psychiatric mental health nursing;

c. A psychologist qualified to engage in the practice of mental health therapy;

d. A clinical social worker;

e. A marriage and family therapist; or

f. A clinical mental health counselor.

**D. EDUCATION REQUIREMENTS**

The Contractor shall have one of the following degrees from an accredited college or university:

1. A Master’s Degree or a Doctorate Degree in a clinically based Behavioral Sciences field of study;

2. A Doctorate Degree in a medical field with a psychiatry specialty; or

3. A Master’s Degree or a Doctorate Degree of Education–Psychology.

**E. PROFESSIONAL EXPERIENCE REQUIREMENTS**

1. The Contractor shall meet the applicable professional experience requirement indicated below:

a. If the Contractor has a Master’s Degree in a clinically based Behavioral Sciences field of study, the Contractor shall have at least three years of professional experience working with the forensic population;

b. If the Contractor has a Doctorate Degree in a medical field of study, the Contractor shall have at least one-year professional experience working with the forensic population;

c. If the Contractor has a Doctorate Degree in a clinically-based Behavioral Sciences field of study, the Contractor shall have at least one year professional experience working with the forensic population; or

d. If the Contractor has a Master’s or Doctorate Degree of Education–Psychology, the Contractor shall have at least 10 years professional experience working with the forensic population.

2. Supervision Exception for Individuals without the Required Professional Experience

Individuals who meet the licensing and education requirements but do not have the amount of professional experience required to qualify to provide an evaluation service, may seek approval to provide the service by arranging to be supervised until they have the required years of experience. For purposes of this exception, supervision shall be provided by a qualified evaluator who:

a. Is currently contracted with DHS to provide the type of evaluation service the supervised individual proposes to provide;

b. Is pre-approved to provide supervision by the applicable DHS representative(s) identified below for the type of evaluation service(s) the supervised individual is proposing to provide; and

(1) Adult Mental Health Forensic Evaluations for Persons without ID.RC: The USH Director of Forensic Services.

(2) Juvenile Forensic Evaluations for Persons with or without ID.RC: The DHS Juvenile Competency Evaluation and Attainment Program Manager.

(3) All evaluations for Persons with ID.RC (except Mental Health Forensic Evaluations for Juveniles with ID.RC): The DHS/DSPD Resource Development & Technical Assistance Administrator.

c. Is willing to co-sign each evaluation report prepared by the individual being supervised until the individual has obtained the required years of experience.

3. Prior DHS Approval of New Contractor Evaluators Required

All individuals, including staff and subcontractors, providing evaluation services on behalf of the Contractor pursuant to this Contract, shall be pre-approved by DHS prior to providing services. To obtain approval for new individuals to provide contracted evaluation services after this Contract has been executed, the Contractor shall submit the following to the applicable DHS contact:

a. Documentation and a professional vitae evidencing the individual meets the minimum mandatory education, licensure, and professional experience required for each type of evaluation service the Contractor is requesting the individual be allowed to provide (Note: Only the types of evaluation services included in the Contractor’s Contract may be requested); and

b. A “sample” evaluation report prepared by the individual for each type of evaluation service requested in Paragraph a. above. Sample evaluation reports:

(1) Shall have all names substituted with a pseudonym to protect confidentiality;

(2) Shall meet the requirements described in this Scope of Work for the type of evaluation report being submitted;

(3) Shall be evaluated and scored using the scoresheet published with the procurement pursuant to which this Contract was awarded; and

(4) Shall meet the minimum score threshold for each required element in order for the individual to be found qualified to provide the type of evaluation service for which the sample report was submitted.

**F.**  **TRAINING**

The Contractor shall participate in all DHS required trainings, including, but not limited to, the annual one-day mandatory contractor training provided by DHS/DSAMH. Time spent in training is not compensable. If the Contractor is unable to attend a required training, the Contractor shall contact DHS/DSAMH to receive instructions on how to proceed to maintain this Contract.

**G. INTERPRETATION SERVICES**

1. Interpretation services shall be provided in person unless otherwise approved by the applicable DHS contact. Only Utah Court "Certified" or "Approved" interpreters shall be used.

2. To obtain interpretation services, the Contractor shall:

a. Request an interpreter through the applicable DHS contact, OR

b. Request and obtain prior written approval from the applicable DHS contact to hire and pay for the interpretation services from a "Certified" or "Approved" court interpreter directly.

If Contractor obtains approval to hire and pay for interpretation services directly, it shall:

(1) Obtain from the interpreter a receipt or invoice for the services provided that includes the court case number; and

(2) Upload the receipt or invoice to FES together with the Contractor’s written evaluation report at the time the evaluation report is completed.

If the Contractor cannot find a court “Certified” or “Approved” interpreter after being approved to hire and pay for services directly, the Contractor shall notify the applicable DHS contact.

**H. LIMITATIONS**

The Contractor shall NOT:

a. Be or have been involved in the Person’s treatment. If the Contractor is assigned an evaluation for a Person with whom the Contractor has been involved in their treatment, the Contractor shall immediately give notice of the conflict of interest to the applicable DHS contact and ask to have the case reassigned;

b. Provide evaluation services pursuant to this Contract if the Contractor has an actual or potential conflict of interest with the Person for whom evaluation services have been requested. The Contractor may request an exception to this limitation by disclosing the conflict and getting prior written approval from the following individual or their designee:

(1) If the evaluation was assigned by DHS/DSAMH, the Utah State Hospital Director of Forensic Services;

(2) If the evaluation was assigned by DHS, the Juvenile Competency Program Administrator;

(3) If the evaluation was assigned by DHS/DSPD, the DHS/DSPD Resource Development & Technical Assistance Administrator;

c. Bill or be paid for any administrative support services; and

d. Bill or be paid for any evaluation conducted by staff who do NOT meet the qualification requirements of this Contract.

e. Include the following in the written evaluation report:

(1) Statements of guilt or innocence.

(2) Statements suggesting that the court should order a Person into DHS custody, or the custody of any other state entity, so that the Person can receive specific services and interventions, except for recommendations allowed as outlined in statute and referenced in the Evaluation Requirements Tables.

(3) Editorialization or politicization, including how to structure treatment systems or services the Contractor feels other State of Utah agencies or subcontractors should be providing.

**I. COURT ORDERED EVALUATION REQUIREMENTS**

The following requirements apply to all court ordered evaluations and Atypical Evaluations when requested in connection with a court ordered evaluation.

1. Evaluation Assignment and Acceptance

a. Generally court ordered evaluations shall be assigned to the Contractor through FES by e-mail.

b. When the Contractor receives email notification of an assignment from FES, the Contractor shall respond and accept or decline the assigned evaluation within 72 hours. If the Contractor fails to respond within this timeframe, the evaluation will be reassigned to another Contractor. The 72-hour response time provided above is subject to change. Evaluators shall be notified in advance of any change.

c. On occasion the Contractor may receive an evaluation order directly from the court. When this happens the Contractor:

(1) May begin work immediately;

(2) Shall notify the applicable DHS contact of the ordered evaluation within seven calendar days of its receipt; and

(3) Shall submit the court assigned evaluation via FES on completion.

d. Failure to notify the applicable DHS contact of a court ordered evaluation in a timely manner or failure to submit a completed court assigned evaluation report via FES in a timely manner may result in delay or denial of payment for the evaluation.

2. Conducting Evaluations

a. All evaluations shall be conducted face-to-face with the Person being evaluated.

b. Persons to be evaluated may be living in the community or housed in community jails, regional correctional facilities, juvenile detention facilities, the Utah State Hospital, the Utah State Developmental Center, or other institutional settings.

3. Evaluation Reviews

Evaluations shall be subject to review, including peer review. DHS will determine both the number of evaluations to be reviewed and the specific evaluations to be reviewed. The purpose of the reviews is to evaluate the quality of the reports completed by the Contractor. If it is determined the Contractor’s reports do not meet DHS quality expectations, the Contractor or the individual Direct Care Staff whose evaluation reports are in question may be placed on corrective action. Corrective action may require additional education and training. Failure to comply with or successfully pass corrective action may result in action up to and including termination of an individual’s approval to conduct reviews pursuant to this Contract or termination of this Contract.

4. Evaluation Reports

On completion of an evaluation:

a. The Contractor shall prepare a written evaluation report within the time frame required by the statutes referenced in the Evaluation Requirements Table above for adult evaluations and in Utah Code §§ 78A-6-1302(9) and 78A-6-1303(11) for initial and updated juvenile evaluations.

b. At a minimum, written evaluation reports shall contain the following information:

(1) Person Identifying Information:

(a) Name;

(b) Date of Birth;

(c) Marital Status; and

(d) Case Number;

(2) Date of Evaluation;

(3) Date of Report;

(4) Referral Information;

(a) District Court/Juvenile Court;

(b) Charges; and

(c) Where the Person is being held.

(5) Type of Evaluation:

(a) Competency to Proceed;

(b) Diminished Capacity;

(c) Exception from Death Penalty for Intellectual Disabilities and Related Conditions;

(d) Guilty and Mentally Ill (GMI);

(e) Not Guilty by Reason of Insanity (NGI);

(f) Mitigating Circumstances; or

(g) Progress toward Competency;

(6) Statement that a Forensic Warning, explaining that there is no doctor/patient privilege, was given by the Contractor to the Person;

(7) Explanation of the Assessment/Evaluation Procedures and the process used to inform the court of the results of the Assessment/Evaluation;

(8) Address and Answer Questions/Criteria Set Forth in Statute;

(9) Brief Social History;

(10) Description of Symptoms: The evaluation shall include a description of the symptoms, onset, duration and possible impact on judgment, behavior, etc. that indicated the diagnoses given;

(11) Formulation and Diagnosis that addresses all axes of the DSM. A summary of the diagnosis for all axes shall be placed on the **first page** of the evaluation;

(12) Conclusion and Summary that are supported by the narrative and include:

(a) Opinion; and

(b) Recommendations;

(13) The summary shall be separately identified and shall be located within the first two pages of the Evaluation Report;

(14) The Contractor’s opinion and recommendations for the Person shall be supported by documentation within the evaluation and in accordance with the relevant statutes found in the Evaluation Requirements Table below; and

(15) If the written report is for a “Competency to Proceed” evaluation, a definitive determination concerning the Person’s mental competency. The Contractor is not entitled to reimbursement for evaluation reports that do not include a definitive determination concerning the Person’s mental competency.

5. Extensions

In the event additional time is required to complete an evaluation and report, the Contractor may request an extension from the court via FES.

6. Submitting Evaluation Reports and Billings

On completion of an evaluation, the Contractor shall:

a. Submit the written evaluation report and all required supporting documentation for requested expenses such as travel and contractor paid interpreter services by uploading the report and documents to FES.

Specific instructions on how to upload documents to FES are found in the training manual provided to the Contractor by DHS/DSAMH;

b. Complete the FES Evaluation Summary; and

c. Review the invoice generated by FES when it is routed to the Contractor and the appropriate DHS contact for review and approval prior to payment. If the Contractor requests any changes to the invoice, it shall be routed back to the DHS contact to be pre-approved.

**MENTAL HEALTH FORENSIC EVALUATIONS FOR JUVENILES WITHOUT ID.RC (DHS SERVICE CODE: JFE)**

**A. CONTRACTOR QUALIFICATIONS**

If conducting a juvenile forensic evaluation, the following education or training **and** experience is required **in addition** to meeting the, licensure, education, and professional experience requirements.

1. Education or training in juvenile brain development.

The Contractor’s education or training in juvenile brain development shall be evidenced by at least one of the following:

a. School transcripts; or

b. Course syllabus with documentation of completion of the class or training.

2. Professional Experience

a. If the Contractor has a Master’s degree, have three years’ experience working with the **juvenile** forensic population; or

b. With a Doctorate degree have one-year experience working with the **juvenile** forensic population.

**B. SERVICE REQUIREMENTS**

1. The Contractor shall:

a. Prepare evaluation reports in compliance with the most current requirements of Utah Code §§ 78A-6-1301, 1302 and 1303;

b. Advise the Person and the Person’s legal guardian of the limits of confidentiality as provided in Utah Code § 78A-6-1302(10);

c. Consider the impact of a mental disorder on the Person’s present capacity to:

(1) Comprehend and appreciate the charges or allegations;

(2) Disclose to counsel pertinent facts, events, and state of mind;

(3) Comprehend and appreciate the range and nature of possible penalties, if applicable, that may be imposed in the proceedings against the Person;

(4) Engage in reasoned choice of legal strategies and options;

(5) Understand the adversarial nature of the proceedings;

(6) Manifest appropriate courtroom behavior; and

(7) Testify in Court relevantly, if required;

d. Interview the Person’s legal guardian to gather information on developmental and psychosocial history. The caregiver and Person may be interviewed together or two separate interviews may be conducted.

2. If preparing a report for a Juvenile Forensic Evaluation, in addition to the requirements above, the following shall also be included in the evaluation report:

a. Identification of the specific matters referred for evaluation.

b. Description of the procedures, techniques and tests used in the evaluation and the purpose or purposes of each.

c. Statement of the Contractor’s clinical observations, findings, and opinions on each issue referred for evaluation by the court, and a specific indication of those issues, if any, on which the Contractor could not give an opinion.

d. Statement regarding competency that specifically states:

(1) The Contractor’s opinion concerning the competency; and

(2) The likelihood that the Person will attain competency within a year.

e. Identification of the sources of information used by the Contractor and a presentation of the basis for the Contractor’s clinical findings and opinions.

3. If during review of the discovery and collateral documentation provided to the Contractor there is evidence that the Person has ID.RC, the Contractor shall refer the Person to the DHS Juvenile Competency Evaluation and Attainment Program Manager for an evaluation by a contracted evaluator possessing the qualifications necessary to conduct that type of evaluation. The Contractor shall be paid for the services provided to that point at the DNS rate in the Rate Table;

4. If during an evaluation it becomes evident that the Person may have ID.RC, the evaluator shall:

a. Complete the evaluation; and

b. Advise the DHS Juvenile Competency Evaluation and Attainment Program Manager that there may be an intellectual disability or related condition. The DHS contact will then make a determination whether a second evaluation is needed and, if so, make a referral to DHS/DSPD.

**MENTAL HEALTH FORENSIC EVALUATIONS FOR ADULTS WITHOUT ID.RC (DHS SERVICE CODE: FOR)**

**A. SERVICE REQUIREMENTS**

1. The Contractor shall prepare evaluation reports in compliance with the most current requirements of the following Chapters of Title 77 of the Utah Code, and other relevant statutes as found in the Evaluation Requirements Table below.

**EVALUATION REQUIREMENTS TABLE**

|  |  |  |  |
| --- | --- | --- | --- |
| EVALUATION TYPE | RELEVANT UTAH STATUTES | | |
| DIMINISHED CAPACITY | 77-14-4(1) | 77-16a-301(1)(a) | 76-2-305 |
| INSANITY/NOT GUILTY BY REASON OF INSANITY | 77-14-4(1) | 77-16a-301 | 77-16a-302 |
| 77-16a-303 | 76-2-305 |  |
| SPECIAL MITIGATION | 77-14-4(1) | 77-16a-301(1)(a) | 76-2-305 |
| COMPETENCY TO PROCEED | 77-15-1 | 77-15-2 | 77-15-3 |
| 77-15-4 | 77-15-5 | 77-15-6 |
| 76-2-305 |  |  |
| EXEMPTIONS FROM DEATH PENALTY IN CAPITAL CASES | 77-15a-101 | 77-15a-102 | 77-15a-103 |
| 77-15a-104 | 77-15a-105 | 77-15a-106 |
| 76-2-305 |  |  |
| GUILTY AND MENTALLY ILL | 77-16a-101 | 77-16a-102 | 77-16a-103 |
| 77-16a-104 | 76-2-305 |  |
| COMPETENCY FOR EXECUTION | 77-19-202 | 77-19-203 | 77-19-204 |
| 77-19-205 | 76-2-305 |  |

2. If during review of the discovery and collateral documentation provided to the Contractor there is evidence that the Person has ID.RC, the Contractor shall refer the Person to the USH Director of Forensic Services for an evaluation by a contracted evaluator possessing the qualifications necessary to conduct that type of evaluation. The Contractor shall be paid for the services provided to that point at the DNS rate in the Rate Table.

3. If during an evaluation it becomes evident that the Person may have ID.RC, the evaluator shall:

a. Complete the evaluation; and

b. Advise the DHS Attainment Program Manager or the USH Director of Forensic Services, as applicable, that there may be an intellectual disability or related condition. The DHS contact will then make a determination whether a second evaluation is needed and, if so, make a referral to DHS/DSPD.

**FORENSIC PSYCHOLOGICAL EVALUATION FOR COMPETENCY OR PROGRESS TOWARD COMPETENCY TO STAND TRIAL FOR PERSONS WITH INTELLECTUAL DISABILITIES OR RELATED CONDITIONS (DHS SERVICE CODE: APC)**

**A. DESCRIPTION OF SERVICES**

The Contractor shall complete a forensic psychological evaluation to determine a Person’s competency to proceed in a court trial or the Person’s restoration of competency to stand trial for Persons who may have ID.RC.

**B. POPULATION SERVED**

Persons who have been referred to DHS for a forensic evaluation pursuant to an order of a State of Utah District or Juvenile Court.

**C. CONTRACTOR QUALIFICATIONS**

The Contractor shall:

1. Have at least one year of experience diagnosing ID.RC, depending on the Person’s diagnosis; and

2. Have at least three years of experience conducting forensic evaluations.

**D. SERVICE REQUIREMENTS**

The Contractor shall:

1. Complete the following evaluations:

a. Competency to Proceed as outlined per Utah Code § 77-15-5, including any amendments to the code; or

b. A progress toward competency restoration per Utah Code § 77-15-6, including any amendments to the code.

2. Complete all required evaluations within the timeframes established by law or as ordered by the court. A 15-day extension may be requested via FES.

3. Provide the results of the evaluation to the court, with copies to the prosecuting attorney, defense attorney, and DHS/DSPD in writing or as required by law, statute, regulation, procedure, or order of the court.

4. Be familiar with, understand, and focus on the relevant legal issues pertaining to the evaluation ordered by the court.

5. At a minimum, conduct a forensic evaluation that shall be in writing and include the following information:

a. Background information on the Person being evaluated. This shall be gathered and updated by the Contractor. It may be provided by DHS/DSPD when available. This background information shall include the following:

(1) Social history;

(2) Developmental history; and,

(3) Service/support/treatment history.

b. Observations from the Contractor’s testing of and interviews with the Person;

c. The Contractor’s interpretation of the Person’s scores on individualized standardized assessment of intellectual functioning such as WAIS, WISC, Stanford Binet, Test of Nonverbal Intelligence, etc.

d. The Contractor’s interpretation of assessment of the Person’s scores on adaptive behaviors such as Vineland Adaptive Behavior Scales, Scales of Independent Behavior, etc.

e. Other psychological testing of the Person such as the Contractor’s assessment of autism spectrum disorder, depression, etc. as requested in writing by DHS/DSPD.

f. The Contractor’s review of collateral data found in the Person’s file and conclusion on whether other test results, interpretation of results, clinical observations, or previous evaluations of the Person by other evaluators conflict with or support the Contractor’s current forensic evaluation conclusions;

g. The Contractor’s report on the Person including summary, conclusions, and forensic determination;

h. The Contractor's diagnosis. For a court ordered evaluation, the Contractor may use the DSM or ICD of their choosing, but the Contractor shall convert it to the current FES configuration for diagnoses.

i. Consider and address the Person’s present capacity to:

(1) Comprehend and appreciate the charges or allegations made against the Person;

(2) Disclose to counsel pertinent facts, events, and the Person's states of mind;

(3) Comprehend and appreciate the range and nature of possible penalties, if applicable, that may be imposed in the proceedings against the Person;

(4) Engage in reasoned choice of legal strategies and options;

(5) Understand the adversarial nature of the proceedings against the Person;

(6) Manifest appropriate courtroom behavior; and

(7) Testify relevantly, if applicable.

j. The impact of the Person's mental disorder, or intellectual disability, if any, on the nature and quality of the Person's relationship with counsel;

k. Whether psychoactive medication is currently being administered to the Person;

l. Whether the medication is necessary to maintain the Person's competency; and

m. The effect of the medication, if any, on the Person's demeanor and how it affects the Person’s ability to participate in the proceedings.

6. If the Contractor’s opinion is that the Person is incompetent to proceed, indicate in the evaluation:

a. Which of the above factors in Subparagraph (i.) contribute to the Person's incompetency;

b. The nature of the Person's mental disorder or intellectual disability and its relationship to the factors contributing to the Person's incompetency;

c. The treatment(s) appropriate and available to restore the Person's competency; and

d. The Person's capacity to give informed consent to treatment to restore competency.

7. In the forensic evaluation summary:

a. Identify the specific matters referred by the court for evaluation;

b. Describe the procedures, techniques, and tests used in the evaluation and the purpose or purposes for each;

c. State the Contractor’s clinical observations, findings, and opinions on each issue referred for evaluation by the court, and indicate specifically those issues, if any, on which the Contractor could not give an opinion; and

d. Identify the sources of information used by the Contractor and present the basis for the Contractor’s clinical findings and opinions.

**FORENSIC PSYCHOLOGICAL EVALUATION FOR EXCEPTION TO DEATH PENALTY FOR PERSONS WITH ID.RC (DHS SERVICE CODE: APD)**

**A. POPULATION SERVED**

Adult Persons who have been referred to DHS/DSPD for a forensic evaluation pursuant to an order of a State of Utah District Court.

**B. CONTRACTOR QUALIFICATIONS**

The Contractor shall:

1. Have at least one year of experience diagnosing ID.RC; and

2. Have at least three years of experience in conducting forensic evaluations.

**C. SERVICE REQUIREMENTS**

The Contractor shall:

1. Conduct Exception from the Death Penalty Evaluation per Utah Code § 77-15a-101 including any amendments to the code. The evaluation and written report shall include the requirements as found in Utah Code § 77-15a-104.

2. Use the DSM or ICD, but the Contractor shall convert the diagnosis to the current FES configuration for diagnoses.

3. Submit the written evaluation report via FES in order to provide it to the court, the prosecuting attorney, defense attorney, and DHS/DSPD.

**DHS/DSPD ATYPICAL EVALUATION (DHS SERVICE CODE: APX)**

If an evaluation includes extenuating circumstances that create an atypical amount of time to complete an evaluation, the Contractor shall:

A. Submit a request in writing to the DHS/DSPD Resource Development & Technical Assistance Administrator and DHS/DSPD Director that shall include:

1. All details of the extenuating circumstances; and

2. The additional time needed and being requested by the Contractor.

B. Receive written approval or denial from DHS/DSPD. The Contractor shall receive additional payment if the DHS/DSPD Director, or designee, pre-approves the Contractor’s request in writing.

**APPEARANCE IN COURT (DHS SERVICE CODE: APQ)**

The Contractor shall appear in court if required by the court or DHS. The Contractor shall be compensated for actual time in court according to the Court Appearance rate indicated in the Rate Table of this Contract. Time spent preparing to appear in court, including the preparation of testimony, is considered part of the evaluation and is not included in this rate.

At the conclusion of the Contractor’s court appearance, requests for payment shall be submitted via FES together with the subpoena or other documentation requiring the Contractor’s appearance.

**PERSON NO-SHOWS (DHS SERVICE CODE: DNS)**

If a Person does not show up for a scheduled evaluation session or refuses to talk to the Contractor, the Contractor may seek reimbursement for a no-show. Payment for no-shows is limited to a maximum of two scheduled evaluation sessions per Person. After a Person has missed two sessions, the case shall be referred back to the court and the applicable DHS contact via FES for further disposition.

Reimbursement for no-shows shall be at the rate stated in the Rate Table. When seeking reimbursement for Person no-shows, the Contractor shall include the dates of the scheduled no-show sessions in order to be paid.

**DOMESTIC VIOLENCE TREATMENT**

**GENERAL DV REQUIREMENTS**

**A.** **BACKGROUND**

DV services provide evaluation and intervention to DV Offenders. Additionally, DV services provide comprehensive behavioral health care to adult and children/youth DV Survivors impacted by intimate partner violence or cohabitant abuse. When DV services are accessible and evidence-based, safety improves.

**B. POPULATION SERVED**

The Contractor shall provide services to:

1. Adult DV Offenders who have been convicted of perpetrating intimate partner violence or cohabitant abuse and meet the risk and need criteria specified in this Contract.

2. Adult DV Survivors who have experienced intimate partner violence or cohabitant abuse.

3. Child or youth DV Survivors who have experienced intimate partner violence or cohabitant abuse.

**C. CONTRACTOR REQUIREMENTS**

The Contractor shall:

1. Comply with the requirements of the Utah Medicaid Manual and the additional requirements in this Contract for DV Offender evaluation, DV Offender intervention, and DV Survivor services.

2. Coordinate with the DHS/DCFS Regional DV Specialist or designee in filing an Order to Show cause with the court as necessary.

**D. STAFF QUALIFICATIONS**

The Contractor shall ensure the staff have no known history of committing DV offenses.

**E. STAFF TRAINING**

1. The Contractor shall ensure that Direct Care Staff have required DV training per Utah Administrative Code R501-21-7. If the Contractor’s staff are providing services, they shall obtain accredited training, specific to the type of service provided that is pre-approved in writing by the DHS/DCFS State Office DV Program Administrator or the UADVT.

2. Additional DV Training Requirements

In addition to the required training, the Contractor shall ensure all mental health professionals providing services pursuant to this Contract have a minimum of the following:

a. Pre-Service Training Hours

(1) Mental health professionals serving DV Offenders shall have a total of 24 hours of pre-service training specific to DV provided or pre-approved in writing by the UADVT or DHS/DCFS State Office DV Program Administrator before providing DV Offender evaluation or intervention services.

(2) Personnel files shall contain documentation of each staff 's or subcontractor’s pre-service specialized training specific to DV services.

b. Required Certifications

(1) All staff who provide DV services shall obtain Campbell Danger Assessment Certification from the Danger Assessment website or from Jacquelyn Campbell, PhD., RN, FAAN, or the Lethality Assessment Protocol provided in Utah by the UDVC.

(2) All staff who provide DV services shall obtain C-SSRS training every two years.

(3) All staff who provide DV services to DV Offenders shall obtain certification of training in the use of the DVRNE from the UADVT or an entity authorized by the UADVT to provide training.

c. On-Going Training Hours

All staff who provide DV Survivor or DV Offender treatment services shall have a total of 16 hours of on-going DV training annually, provided by the UADVT or pre-approved in writing by the UADVT or DHS/DCFS State Office DV Program Administrator.

d. Personnel files shall contain documentation of each staff's ongoing specialized training specific to DV services.

**F. SERVICE REQUIREMENTS**

1. Authorization (DVPSA)

Prior to the Contractor providing services, the Contractor shallrequest a DVPSA from the DHS/DCFS Regional DV Specialist or designee and shall include the needed service description, rate of pay for each service, units authorized, start date, DHS/DCFS authorized signature, and the reason for selecting the provider.

The Contractor shall:

a. Obtain written authorization from the DHS/DCFS Regional DV Specialist or designee before services are provided, in accordance with the DHS/DCFS DVPSA.

b. Only bill for services that have been pre-authorized by DHS/DCFS in writing on the DVPSA.

c. Ensure that the DVPSA is signed by the following:

(1) The Contractor;

(2) The DHS/DCFS Regional DV Specialist or designee; and

(3) The DHS/DCFS Regional Contract Analyst.

2. Safety

The Contractor shall:

a. Not have DV Offenders and DV Survivors within the same group sessions.

b. Ensure that DV Offenders and DV Survivors do not interact by scheduling treatment services on separate days of the week or at different times (mornings/afternoons, etc.), if the Contractor is providing services to both DV Offenders and DV survivors.

c. Have a written policy supporting the practice of not mixing DV Offenders and DV Survivors.

d. Not provide services to both DV Offender and DV Survivor involved in the same relationship at the same location unless PRIOR written pre-approval is given by DHS/DCFS Regional DV Specialist and the DHS/DCFS State Office DV Program Administrator.

3. Safeguards

The Contractor shall ensure certain safeguards have been created and implemented to ensure that DV Offenders are monitored and that DV Survivor safety is the highest priority. These safeguards include, but are not limited to, the following:

a. DV Survivor information shall be protected and DV Survivor confidentiality maintained at all times. The Contractor shall have and comply with written policies and procedures that govern victim and partner notification and contact.

These written policies and procedures shall effectively address the safety of DV Survivor and current partners. DV Survivor and partner contact is not for purpose of promoting rehabilitation of the DV Offender; rather it is intended to promote safety.

DV Survivor and current partner contact initiated by a DV Offender intervention program shall consist of the following:

(1) Initial DV Survivor and partner notification of DV Offender commencing treatment;

(2) Notification of completion of treatment;

(3) Notification of discharge from treatment; and

(4) Notification of imminent threats to health or safety (duty to warn).

b. The Contractor shall report when the DV Offender has become non-compliant with treatment within 24 hours to its referring DHS agency, e.g., DHS/DCFS Regional DV Specialist, Probation and Parole, Court, and Victim Advocate.

c. Contractors shall create minimal notes regarding DV Survivors and current partners, and no such documentation shall be kept in the DV Offender’s file. Notes shall not have personally identifying information on them.

**G. DOCUMENTATION**

1.  **DV Offender and DV Survivor Records**

The Contractor shall:

a. Maintain a copy of the completed and approved DVPSA in each DV Offender and DV Survivor file.

b. Ensure documentation in the file includes all evaluation material, court and police records when applicable, treatment plan, progress notes, and discharge summary.

c. For DV Offender treatment, ensure the file has a release of information signed by the DV Offender allowing the Contractor to contact the DV Survivor and the victim advocate office of jurisdiction.

The DV Offender’s file shall document that the local victim advocate’s office was provided information regarding the DV Offender’s treatment, and DV Survivor contact was made or attempted and the date of the attempt. If contact is made, documentation in the DV Survivor file shall indicate whether a risk assessment and safety plan were completed, and what resources were made available to the DV Survivor.

The Contractor shall ensure information collected about the DV Survivor is kept confidential and in a separate file from the DV Offender’s information.

2. **Other Reports or Records**

The Contractor shall:

a. Document services on the DHS/DCFS “Family Violence Information Report”. The report shall be submitted within seven business days of the end of the reporting month to the DHS/DCFS Regional DV Specialist or designee. The DHS/DCFS State Office DV Program Administrator shall supply the report template.

b. Complete a DV01 form on each DV Offender and DV Survivor and submit the forms to the DCFS Regional Contract Analyst within 30 calendar days of start of treatment. DV01 forms shall be obtained from the DHS/DCFS Regional Contract Analyst. Complete a discharge DV01 for each DV Offender and DV Survivor and submit to the DHS/DCFS Regional Contract Analyst within 30 calendar days of discharge. The Contractor shall retain a copy in its file. The DHS/DCFS Regional Contract Analyst shall supply these forms.

**H. BILLING REQUIREMENTS**

The Contractor shall:

1. Ensure DV Offenders have access to contract funded services from this Contract for one episode of treatment, when eligible. Following a DV Offender’s discharge from treatment in which this Contract was billed, the DV Offender may not again receive contract funded services, unless written permission is obtained from the DHS/DCFS Regional DV Specialist and the State Office DV Administrator.

2. Collect copays from DV Offenders using the DV sliding fee schedule. If fees are not collected, DV Offender intervention services shall not be provided.

3. Receive and maintain the following documentation in the DV Survivor’s file to determine the DV Survivor’s eligibility for contract funded services:

a. Documentation that the Contractor has referred the DV Survivor to Utah Office for Victims of Crime (UVOC).

b. The “Client’s Declaration Statement” form.

4. Use the DV Billing form provided by DHS/DCFS when billing DHS for DV services.

5. Bill the appropriate number of units for attendance at Team meetings using the code for group treatment.

**I. SLIDING FEE SCHEDULE**

The Contractor shall:

1. Use the DHS/DCFS DV sliding fee schedule;

2. Be responsible to obtain and use the most current version of the sliding fee schedule as it is subject to change;

3. Have a written sliding fee schedule policy and procedure for collection of co-pay from DV Offenders; and

4. Ensure that each DV Offender receives a copy of the sliding fee schedule.

**DV OFFENDER SERVICES**

The Contractor shall use evidence-informed evaluation instruments to determine the most accurate prediction of risk for DV Offenders as well as assist with DV Offender treatment planning that complies with best practices.

**A. DV Offender Evaluation**

**1. DV Offender Evaluation Instruments**

At a minimum the Contractor shall use:

a. DVNRE; and

b. C-SSRS.

**2. DV Offender Information**

To determine the most accurate prediction of risk, as well as DV Offender intervention planning that comports with best practices, evaluations shall include external sources of information. The Contractor shall obtain and use sources of information when developing a DV Offender evaluation. Information shall be documented in the DV Offender file and include police reports and court orders.

**3. DV Offender Evaluation (DHS SERVICE CODE: VOE)**

The Contractor shall meet the qualifications and follow the requirements listed in the Utah Medicaid Manual for PDE code 90791.

**B. DV Offender Intervention**

1. **Initial Appointment**

The Contractor shall provide an initial intake appointment within two weeks from date of contact from the court, DHS, or DV Offender.

2. **Intake Steps Before Intervention Services**

The Contractor shall provide:

a. A face-to-face or telehealth interview with the DV Offender to determine the DV Offender’s clinical profile and treatment needs.

b. Document the reason in the DV Offender file when any of the above information cannot be obtained.

**3. General DV Offender Intervention**

The Contractor shall use the results of the DVRNE and other assessment instruments as determined by the Contractor to determine intensity of treatment and to develop the DV Offender’s intervention plan.

The Contractor shall ensure that DV Survivor and current partner safety is the priority of all DV Offender intervention services. Any intervention approach or practice that blames or intimidates the DV Survivors or places the DV Survivor in a position of danger is not allowed.

a. **Priority of Treatment**

The initial priorities of the treatment evaluation are to identify the risk level and needs of the DV Offender related to treatment. Level and nature of DV risk should be described in terms of scenario development (e.g., likelihood, imminence, frequency, severity, victims).

b. **Levels of DV Offender Intervention**

Ensure DV Offenders are placed in a level of intervention based on the findings from the intake evaluation, DV Offender intervention needs, and level of risk as identified by the DVRNE, and that DV Offenders only receive treatment with other DV Offenders of the same level. At the discretion of the Contractor, the DV Offender may be placed in a higher risk category than what is scored on the DVRNE, but may not be placed in a lower risk category.

c. **DV Offender Intervention**

The Contractor shall ensure all of the following:

(1) DV Offenders shall pay all or part of their own program costs in accordance with a DHS/DCFS DV sliding fee scale to help with accountability; subsidized DV Offender intervention services shall be considered individually based on risk, need, and financial barriers to service.

(2) The Contractor shall accommodate the individual needs of participants such as physical or intellectual disabilities or functional illiteracy.

(3) The Contractor shall develop an individualized DV Offender treatment plan. This plan shall be implemented after the completion of the intake evaluation process.

The individualized plan shall:

(a) Promote DV Survivor and community safety.

(b) Include goals that specifically address all clinical issues identified in the intake evaluation. Goals shall be based on DV Offender criminogenic needs, competencies, and identified risk factors.

d. **DV Offender Group Intervention**

The Contractor shall:

(1) Facilitate group interventions that are a minimum of 90 minutes each.

(2) Maintain a ratio of no more than eight DV Offenders per one Direct Care Staff.

e. **DV Offender Waiver of Confidentiality**

The Contractor shall obtain written waivers of confidentiality before providing DV Offender services. The waiver shall include:

(1) Information sharing about acceptance, rejection, change of program participation or discharge of the DV Offender.

(2) The Contractor’s duty to warn and protect DV Survivors and community members by notification to law enforcement and third parties of any risk of serious harm posed by the DV Offender.

(3) When the DV Offender is mandated to intervention services by the court, the waiver specifies that all information regarding the DV Offender’s participation shall be revealed to the probation office and the court; and that the appropriate office within the justice system shall be apprised of a mandated DV Offender’s failure to participate, acts of violence, and discharge.

(4) The right to confidentiality and the requirement that DV Offenders safeguard the confidentiality of other DV Offenders.

(5) The date the waiver of confidentiality expires.

(6) A requirement that the DV Offender provides all documents related to prior violence and prior or concurrent treatment services, or executes authorizations to obtain the privileged information.

f. **DV Offender Intervention Contract**

The Contractor shall execute a written contract, signed by the Contractor or designee and DV Offender. The Contractor shall ensure the DV Offender has given informed consent. Noncompliance with the Contract, with a court order or with group rules shall be documented in writing in the DV Offender’s file. The following issues shall be addressed in the DV Offender Intervention contracts:

(1) Length of program.

(2) Criteria for discharge, including a clause noting that failure to comply with terms of this Contract could lead to being discharged from the program.

(3) Attendance policies and consequences of inadequate attendance.

(4) The expectation of active participation, including sharing personal experiences, values, and attitudes, and completing group activities and assignments.

(5) An agreement to stop violent and threatening behaviors, to be non-abusive and non-controlling in relationships, to comply with all court orders, and to comply with the rules for group participation.

(6) Other program expectations, such as written exams, concurrent treatment requirements, rules regarding possession of weapons, and any other conditions on participation in the intervention program.

(7) Fees/methods of payment.

(8) Drug and alcohol policy, including the requirement that the DV Offender attend sessions free from drugs or alcohol.

(9) Groups may have visitors from time to time who have a purpose for attending. No person may observe an intervention program session that does not have a valid purpose to be there. Advanced notice shall be given to the coordinator or facilitator of the intervention program before an outside person attends the group.

g. **DV Offender Treatment Plan Review**

Prior to the first required treatment plan review, the Contractor shall have obtained and reviewed DV Offender criminal history. The Contractor shall conduct a DV Offender treatment plan review at a minimum:

(1) At least every 90 calendar days and include documentation of progress or lack of progress towards treatment goals;

(2) When any potentially destabilizing change occurs in the DV Offender’s life (e.g., job loss, divorce or medical health crisis);

(3) When any clinically relevant issues are uncovered (e.g., childhood trauma, prior relationship abuse, increased risk of lethality or suicidality, or re-emergence of behavioral health problems); and

(4) Create a DV Offender aftercare plan with the DV Offender prior to discharge. The DV Offender’s aftercare plan is a written plan that demonstrates the ongoing utilization of the personal change plan after discharge from DV Offender intervention services. The Contractor shall provide the DV Offender with a copy of the aftercare plan.

h. **DV Offender Discharge Summary**

(1) **Discharge policies and procedures**

The Contractor shall develop and comply with written guidelines for discharge so that discharge decisions are uniform and predictable. The guidelines shall include notifying the DV Survivor, victim advocate, and court.

(a) Evaluation for administrative discharge may be done in circumstances including but not limited to:

(i) Continued abuse, particularly physical violence;

(ii) Failure to maintain regular attendance;

(iii) Failure to actively participate;

(iv) Repeated lateness to group meetings;

(v) Failure to admit abusive behavior;

(vi) Disruptive behavior in group;

(vii) Failure to make appropriate use of the intervention program;

(viii) Failure to comply with intervention conditions which are part of the DV Offender’s contract;

(ix) Failure to pay fees;

(x) Violation of any provisions of a court order;

(xi) Violation of any of the group rules;

(xii) An inability to function in a group;

(xiii) When the DV Offender leaves the state;

(xiv) When the DV Offender commits a violent crime or violates a protective order; and

(xv) When the DV Offender is court-mandated to leave the program.

(b) Noncompliance with the contract, with a court order, or with group rules shall be documented in writing in the DV Offender’s file.

(2) **DV Offender intervention discharge summary**

The Contractor shall submit a discharge summary, within seven business days from date of discharge, to the court and DHS/DCFS Regional DV Specialist or designee.

The discharge summary shall contain:

(a) DV Offender’s completion status as “successful” or “unsuccessful”;

(b) The date of discharge from DV Offender intervention services and why services were terminated (e.g., completed all treatment objectives or refusal to continue intervention services);

(c) Intervention goals and a summary of progress and lack of progress made on each intervention goal;

(d) Documentation whether core competencies have been demonstrated; and

(e) Recommendations for future services or intervention needs.

i. **Service Codes**

**(1) DV Offender Individual Intervention Services (DHS SERVICE CODE: VOI)**

The Contractor shall meet the qualifications and follow the requirements listed in the Utah Medicaid Manual for psychotherapy codes 90832, 90834, and 90837.

**(2) DV Offender Group Intervention Services** (**DHS SERVICE CODE: VOG)**

The Contractor shall meet the qualifications and follow the requirements listed in the Utah Medicaid Manual for group psychotherapy codes 90853 and 90849.

**DV SURVIVOR SERVICES**

**A. GENERAL DV SURVIVOR SERVICE REQUIREMENTS**

1. **Service Requirements**

a. **Evidence-Based Treatment**

The Contractor shall:

(1) Provide treatment that is evidence-based. The treatment shall be individualized based on the DV Survivor’s age, diagnosis and circumstances. This includes, but is not limited to, addressing grief, loss, trauma, and criminogenic factors affecting the DV Survivor.

(2) Maintain fidelity of the evidence-based treatment program through monitoring the effectiveness of the program.

(3) Maintain documentation of staff training received and skills in the evidence-based treatment for which the DV Survivor will be engaged to restore the highest possible level of function and wellbeing.

b. **Treatment Modality**

(1) **Group Intervention**

The Contractor shall facilitate group interventions that are a minimum of 60 minutes each.

(2) **Staff-to-Survivor Ratio**

The Contractor shall be staffed at a ratio of no more than eight DV Survivors per one Direct Care Staff.

(3) **Individual Intervention**

The Contractor shall facilitate individual intervention sessions that are a minimum of 50 minutes each.

c. **DV Survivor Examination and Treatment**

(1) The Contractor shall conduct a psychological evaluation, an initial PDE, or an addendum to the most recent PDE or psychological evaluation completed within the past 12 months.

(2) If it is determined the DV Survivor needs treatment services, the mental health professional conducting the PDE or the mental health professional who actually delivers the treatment services shall develop a treatment plan. The treatment plan shall reflect the DV Survivor’s therapeutic needs as identified in the PDE.

(3) Treatment services shall not be provided or billed until a treatment plan has been written.

(4) The Contractor shall bill treatment plan development as part of the PDE.

d. **DV Survivor Treatment Plan Review**

The Contractor shall:

(1) Review the DV Survivor’s treatment plan at least every 90 calendar days, or more often if there is a change in the DV Survivor’s condition or status.

(2) Have face-to-face or telehealth interaction with the DV Survivor to complete the quarterly review of progress toward each treatment objective, appropriateness of treatment plan, and need for the DV Survivor’s continued participation in the program.

If the mental health professional provides ongoing individual services to the DV Survivor, the treatment plan review may not require an additional contact. The Contractor shall bill for a treatment plan review as individual psychotherapy.

(3) Document the treatment plan review in the DV Survivor’s record and include:

(a) The date, actual time, and duration of the service;

(b) The specific service rendered;

(c) A written update of progress toward established treatment goals, the appropriateness of the services being provided, and the need for the DV Survivor’s continued participation in the program;

(d) The signature and licensure of the individual who rendered the service; and

(4) Maintain a copy of the treatment review in the DV Survivor’s file and shall provide a copy of the treatment review and, for those with an open DHS case, any updated treatment plan to the DHS/DCFS Regional DV Specialist or designee within seven business days of the end of each review period.

e. **DV Survivor Discharge Summary**

The Contractor shall:

(1) Complete a discharge summary on each DV Survivor regardless of length of treatment, to include:

(a) Post discharge plans;

(b) Coordination of related community services; and

(c) Recommendations for future treatment needs.

(2) For those with an open DHS case, provide a copy of the report to the DHS/DCFS Regional DV Specialist within seven business days of discharge.

**f. Service Codes**

(1) **DV Adult Survivors PDE** (**DHS Service Code: VNA) and DV Child/Youth Survivors PDE (DHS Service Code: VCA)**

The Contractor shall meet the qualifications and follow the requirements listed in the Utah Medicaid Manual for PDE code 90791.

(2) **DV Adult Survivors Individual Therapy (DHS Service Code: VNI) and DV Child/Youth Survivors Individual Therapy (DHS Service Code: VCI)**

The Contractor shall meet the qualifications and follow the requirements listed in the Utah Medicaid Manual for psychotherapy codes 90832, 90834, and 90837.

(3) **DV Adult Survivors Group Psychotherapy (DHS Service Code: VNG) and DV Child/Youth Survivors Group Psychotherapy (DHS Service Code: VCG)**

The Contractor shall meet the qualifications and follow the requirements listed in the Utah Medicaid Manual for group psychotherapy codes 90853 and 90849.

(4) **DV Adult Survivors Medication Management (DHS Service Code: VNM) and DV Child/Youth Survivors Medication Management (DHS Service Code: VCM)**

The Contractor shall meet the qualifications and follow the requirements listed in the Utah Medicaid Manual for Pharmacologic Management code 99211 with CG modifier.