

## REQUEST FOR APPLICATION PACKAGE

### A. Application Deadline and Mandatory Forms

Applications must be submitted by **July 16, 2007**. It must include the Mandatory Forms along with a narrative application containing responses to all parts of Section III and Section VII. The forms may be downloaded here:

- Application Cover Sheet
- Administrative Information Sheet
- No Debt Affidavit
- Line Item Budget Instructions
- Line Item Budget
- BCF Regional Map

Applications must be typed, including budget documents and forms. All pages must be numbered. Handwritten requests will not be accepted.

Telephone calls regarding this Request for Applications will not be accepted. All questions must be submitted electronically [here](#) by \_\_\_\_\_, **2007**. Answers to questions will be posted online on \_\_\_\_\_, **2007**.

Letter of Intent to Apply

Agencies wishing to submit an application must submit a "letter of intent to apply" [here](#) by \_\_\_\_\_, 2007.

More detailed information about the application packet is available in the [Request for Application](#) document.

## **GROUP RESIDENTIAL PROVIDER AGREEMENT**

The West Virginia Department of Health and Human Resources, Bureau for Children and Families, Office of Finance and Administration, hereinafter DHHR, and **Agency Name**, hereinafter Provider, mutually covenant and agree that for and in consideration of the Provider's delivery of group residential services, the Department will make payment in accordance with terms and conditions set forth in this Agreement.

### **I. GROUP RESIDENTIAL CARE AND TREATMENT**

#### **1.01 Program Description**

1.01(a) Provider will furnish the following items of documentation for each group residential site:

- ☞ Program Identification Information
- ☞ Program Goals
- ☞ Client Description and Capacity including specific Admission and Discharge Criteria
- ☞ Service Components
- ☞ Projected Outcomes
- ☞ Organizational Chart
- ☞ Resumes of key administrative and program staff upon request

1.01(b) Any substantive changes in services provided under the terms of this Agreement (e.g., closing a cottage, increasing service capacity, changing the population of children served, or reconfiguration of beds) must be submitted in writing to the DHHR for review and consideration sixty days prior to the planned effective date.

1.01(c) Provider will not receive increased compensation for any change that is not approved by the DHHR.

#### **1.02 Services**

1.02(a) Provider will furnish room, board, supervision and social services for all youth in residential care in accordance with the policies and standards established by the Provider's regulatory authorities and the DHHR.

1.02(b) Provider will furnish treatment services for youth in residential care in accordance with level of care criteria certified by and in accordance with the guidelines and time lines approved the Bureau of Medical Services and as administered by the Administrative Services Organization (ASO).

1.02(c) Provider will notify the DHHR caseworker two weeks before scheduled treatment meetings so the DHHR case worker can attend and visit youth in placement as required by policy.

- 1.02(d) DHHR will notify the Provider two weeks before scheduled meetings and reviews so that Provider can transport youth to the referring district for participation in Multi-Disciplinary Team (MDT) meetings and administrative or judicial reviews.
- 1.02(e) DHHR and Provider will coordinate hearings, reviews, case planning meetings, MDTs, etc. to reduce duplication of efforts, improve efficiency, and maximize resources.
- 1.02(f) Provider will review cases every ninety days as required by foster care policy and the ASO.

### **1.03 Referral and Admission**

- 1.03(a) Provider will accept referrals from DHHR and MDTs for youth who meet the target population admission criteria and for whom prior authorization for treatment has been approved by the ASO.
- 1.03(b) To assist the Provider in obtaining prior authorization for treatment at the appropriate level of care, at the time of referral, DHHR will furnish:
  - 1. Birth date
  - 2. Social Security Number, if known
  - 3. Medical Card Number
  - 4. Current Social Summary
  - 5. Child, Youth, and Family Case Plan or other MDT approved Case Plan
  - 6. The permanency plan for child
  - 7. Residential referral packet
  - 8. Results of the WV-CPSS and/or Youth Services child and family assessments,
  - 9. Available diagnostic information,
  - 10. Available education records
  - 11. Available medical records
  - 12. Comprehensive Assessment Report, when applicable
- 1.03(c) When the Provider indicates a willingness to consider a youth for placement, DHHR will cooperate with Provider in arranging a pre-placement visit and conference. When possible, participants should include the youth, the caseworker, probation officer, and, if available and appropriate, the parent or guardian.
- 1.03(d) Provider will respond to referrals by phone within three days of receipt of a referral and, within five (5) working days of the receipt of a referral will furnish a written justification to the Department caseworker for any youth denied admission.
- 1.03(e) Provider will administer the CAFAS in accordance with Utilization Management Guidelines to establish functional levels upon admission and to document functional improvements in the life domains during the course of treatment. Interpretation of results and a copy of the assessment will be presented to the MDT every three months and provided with monthly progress reports.

- 1.03(f) Youth admitted to group residential program will meet the targeted population admission criteria for the level of treatment offered by Provider.
- 1.03(g) As long as a vacancy exists and the youth meets the targeted population admission criteria, the Provider will accept the youth for placement.
- 1.03(h) Upon acceptance, the Provider will assist DHHR in obtaining any needed information not yet obtained about the youth.
- 1.03(i) In the event a court orders a youth into the Provider's care who does not meet the target population admission criteria, the Provider will, upon notification of the ASO denial, contact the Department caseworker to request that an MDT meeting be convened and a hearing scheduled to request a modification of the court's original placement order. The Department caseworker will advise the court of the ASO denial and the MDT's alternative recommendation for placement, unless the MDT believes the ASO denial is in error, then the MDT should partner with the Provider in an appeal to the ASO.

#### **1.04 Placement and Treatment**

- 1.04(a) The Treatment Team as defined by the ASO (i.e., case manager, representatives of each professional discipline, Provider, and/or program representatives furnishing services to the child, and the youth or the youth's representative) will develop the individualized treatment plan as required by the Bureau for Medical Services (BMS) and approved by the ASO.
- 1.04(b) Within sixty days of the date of placement, Provider will administer the Daniel Memorial Life Skills assessment and prepare a skill development plan using the Phillip Roy Life Skills curriculum for all youth age 14 and above. Provider will repeat the assessment every six months until successful completion of all modules. If the initial assessment was completed prior to placement with the Provider - it is to be repeated within six months of admission and every six months thereafter until the successful completion of all modules. Provider will note progress in the monthly report to the DHHR caseworker.
- 1.04(c) Provider must adhere to the guidelines and time lines for the submission of continued stay requests in order to obtain authorization for continued treatment from the ASO.
- 1.04(d) When family reunification is the goal, Provider will actively engage family members in treatment during the youth's placement as specified in the Child, Youth, and Family case plan or other MDT approved Case Plan, and as agreed upon during the planning process.

- 1.04(e) Provider will, through cooperation and collaboration with the MDT members, link with community based providers in order to assure effective discharge planning and transition to the next stage in the youth's plan for permanency.

#### **1.05 Discharges**

- 1.05(a) Provider will not discharge a youth without an appropriate plan and living arrangement agreed upon by the child's MDT except in the event of court ordered discharges and as allowed in Section XIII.13.03(c) (1-4).
- 1.05(b) Youth will not be discharged for displaying the behaviors that contributed to his/her admission unless the child demonstrates symptoms and functional impairment which cannot be treated safely and effectively at this level of treatment, and the child requires a higher level of care.
- 1.05(c) Provider will return copies of assessments or test results not already provided to the Department to the youth's caseworker at discharge.
- 1.05(e) Provider will furnish information about the Children's Health Insurance Program (CHIP) to the families of youth returning home from group care. Information about the program and applications are online at: <http://www.wvchip.org/>.

#### **1.06 Personal Needs of Youth**

- 1.06(a) The Department caseworker will issue a clothing order if a youth does not have an adequate supply of clothing upon admission.
- 1.06(b) The Provider will keep an inventory of each youth's clothing from admission until discharge. Copies of the inventory at admission and discharge will be provided to the DHHR caseworker.
- 1.06(c) The Provider will furnish replacement clothing for the youth during placement and assure an adequate wardrobe at discharge.
- 1.06(d) Youth's clothing/possessions will be available at the time of discharge. If the youth is unable take his/her possessions, it will be the joint responsibility of the DHHR caseworker and the Provider to make arrangements for returning the possessions to the youth or family within thirty days of the date of discharge.

#### **1.07 Medical/Dental Care**

- 1.07(a) the DHHR will issue a medical card for youth in placement each month.
- 1.07(b) If the youth is not already enrolled, Provider will schedule an appointment with Health Check within five (5) days of placement and report to the Sanders Liaison in accordance with DHHR instructions.

- 1.07(c) Provider will obtain all medical services for youth recommended as a result of the Health Check examination.
- 1.07(d) Provider will maintain and update the youth's medical history as necessary during scheduled treatment/MDT meetings and administrative or judicial reviews.
- 1.07(e) Provider will obtain all medical care for youth recommended as a result of the Health Check examination.

## **1.08 Visitation and Transportation**

- 1.08(a) Provider will arrange home visit plans in accordance with each youth's treatment/service plan, current DHHR policies, and court orders. Provider will be responsible for transportation and/or transportation costs for home visits within one hundred miles of the residential site when families are not able to travel to the residential site or available or able to transport or arrange for transportation for home visits through other mechanisms.
- 1.08(b) Provider will notify the DHHR caseworker or the caseworker's supervisor of scheduled home visits.
- 1.08(c) Provider is responsible for transport or transportation costs for youth for medical appointments, court hearings, reviews, and treatment/education planning meetings.
- 1.08(d) No youth will be denied family visitation as form of discipline, punishment, or behavior modification.
- 1.08(e) Provider will ensure the confidentiality and safety of children in their care by ensuring that no individual, other than those employed by the Provider or working for the Provider as an intern or volunteer, be present during transports of children, unless the case worker has given prior approval for the individual to be present.

## **1.09 Education**

- 1.09(a) Provider will enroll youth in appropriate educational program to meet the youth's educational needs.
- 1.09(b) Provider will attend and participate in educational planning meetings for youth.

## **II. REPORTS**

- 2.01(a) On or before the 15<sup>th</sup> day of each month, Provider will submit to the caseworker a written progress report. Report will include observations from contacts with family, an evaluation of the youth's current functioning; the treatment goals for the youth; results of tests and assessments, including copies of the tests/assessments administered during the month, academic/educational

progress, treatment progress, anticipated special needs, the substance of any incidents and the projected discharge date.

2.01(b) Provider will prepare written Incident Reports as required by licensing regulations. Provider will establish and maintain a central file for copies of all incident reports. Provider will incorporate the substance of these reports into the monthly progress reports unless the Incident warrants the immediate notification of the caseworker. Reports will include runaway episodes, injuries, allergic reactions, hospitalizations, assaults, physical restraints, and incidents of abuse or neglect.

2.01(c) Provider will prepare the monthly Service Report for each site with the following information:

1. Name
2. County of residence;
3. Indicate distance youth is placed from his/her community;
4. Indicate whether youth changed schools as a result of shelter placement;
5. Indicate whether adult caretaker/parent is available for visitation;
6. Indicate whether the youth had face to face contact with adult caretaker/parent;
7. Indicate whether youth has siblings placed separately;
8. Indicate whether youth had face to face contact with siblings;
9. Indicate whether youth is current with Health Check examinations and follow ups

2.01(d) Provider will prepare the monthly Statistical Report for each site with the following information:

1. Number of youth served;
2. Number of youth placed within 25 miles of their community
3. Number of youth placed within 50 miles of their community
4. Number of youth placed within 75 miles of their community
5. Number of youth placed 100 miles or more of their community
6. Number of youth who changed schools as a result of shelter placement;
7. Number of youth for whom contact with adult caretaker/parent has been documented to be contrary to welfare of the youth;
8. Number of youth for whom there are no adult caretaker/parent available for visitation due to death, termination of rights, whereabouts are unknown, or prison;
9. Number of youth who had face to face contact with adult caretaker/parents;
10. Number of youth with siblings placed separately;
11. Number of youth who had face to face contact with siblings;
12. Number of youth who are current with Health Check

- 2.01(e) Provider will submit the service and statistical reports for the prior month by the 15<sup>th</sup> day of each month to the:

**West Virginia Department of Health and Human Resources  
Bureau for Children & Families  
Division of Grants and Contracts  
350 Capitol Street, Room 730  
Charleston, West Virginia 25301-3711**

- 2.01(f) Provider will submit the Away from Supervision Report in accordance with DHHR instructions.
- 2.01(g) Each residential site will update bed availability information on the BCF web site by 10:00 a.m. daily Monday through Friday (excluding holidays) as instructed by the Department.
- 2.01(h) Provider will submit a discharge report to the DHHR caseworker no more than two weeks following the date of discharge.
- 2.01(i) Upon no less than thirty days written notice, Provider will furnish additional reports as required by DHHR.
- 2.01 (j) The DHHR caseworker will review assessments conducted by the Provider for adequacy. If an assessment from the Provider is found to be inadequate, the DHHR caseworker will either request that the Provider repeat the assessment or the DHHR caseworker will conduct additional assessments needed to meet DHHR standards.

### **III. STAFFING AND HIRING**

- 3.01(a) Provider will employ sufficient staff with appropriate credentials and/or training and experience to operate a safe and effective treatment program in accordance with licensing regulations and the Medicaid Rehabilitation manual.
- 3.01(b) Provider will cooperate with West Virginia Works to assure that qualified public assistance recipients are given due consideration in hiring. Operational details may be developed jointly by Provider and the appropriate local offices but will include the following procedures:
1. Provider will furnish job specifications for all non-administrative or non-professional positions as they become vacant during the term of this Agreement; and
  2. West Virginia Works staff of the local DHHR offices will screen caseloads and refer all applicants who meet Provider's specifications.
- 3.01(c) Provider will require each potential employee to sign a notarized statement authorizing DHHR to search its records for substantiated instances of maltreatment and to release that information to the Provider.



- 3.01(d) Provider will furnish names, birthdates, social security numbers, and addresses of potential employees to the Division of Children and Adult Services for a Protective Services and Institutional Investigation Unit (IIU) record review in order to identify potential employees with a substantiated instance of maltreatment. DHHR will furnish results of the search within five working days of receipt of the request. Requests will be submitted to

**WV Department of Health and Human Resources  
Bureau for Children and Families/Division of Children and Adult Services  
350 Capitol Street, Room 691  
Charleston, West Virginia 25301**

- 3.01(e) Provider will obtain Criminal Investigation Background reviews on potential employees as required by DHHR policy.
- 3.01(f) Provider will deny employment to any individual with a substantiated instance of child or adult maltreatment.
- 3.01(g) Provider will document the results of the records reviews in personnel records.

**IV. STAFF SECURE OPERATIONS**

- 4.01(a) Group homes will be operated in a staff secure manner. Staff secure operations are characterized by staff restrictions of the movements and activities of individuals held in lawful custody in such facility and which limits its residents' access to the surrounding community, but is not characterized by construction fixtures designed to physically restrict the movements and activities of residents.
- 4.01(b) Staff is responsible for knowing the whereabouts of each resident at all times.
- 4.01(c) Provider will develop criteria to identify those youth at risk of running away to minimize the likelihood of elopement.
- 4.01(d) Provider will furnish skill based training in the use of appropriate interventions (i.e., mediation, crisis intervention, de-escalation, redirection, diffusion and communication) to reduce the incidence of elopement.

**V. AWAY FROM SUPERVISION**

- 5.01(a) Provider will develop and implement policy and procedure guidelines related to Away from Supervision.
- 5.01(b) Provider will assure all training of staff will be conducted by trainers who are certified to conduct the "Away from Supervision Training".
- 5.01(c) Provider will assure that all staff participates in at least eight (8) hours of "Away from Supervision" training and a review of the Provider's "Away from Supervision" policy and procedures within ninety days of employment.

- 5.01(d) Tenured staff will participate in an annual review of the Provider's policies and procedures and a three (3) hour refresher course of "Away from Supervision" training.
- 5.01(e) When a resident leaves the facility property, staff will make every reasonable effort to follow the resident for as long as safely possible, maintaining "eyes-on" supervision, and redirecting them to return to the facility or other safe environment.
- 5.01(f) A child is considered to be "away from supervision" when he/she is absent from the supervision of the Provider without consent from a previously defined boundary for more than fifteen (15) minutes.
- 5.01(g) If a resident is "away from supervision", the Provider staff on duty will contact:
- local law enforcement;
  - DHHR caseworker or the Hotline;
  - the youth's probation officer, when applicable, and;
  - the youth's family, if appropriate.
- 5.01(h) Provider will immediately notify the DHHR caseworker, probation officer, local law enforcement, and the youth's family when the youth is located or returned to the Provider's physical custody.
- 5.01(i) When a child who is "away from supervision" is found within the county or a contiguous county in which the facility is located, Provider will be responsible for transportation costs for returning the child to Provider's care. The DHHR will be responsible for the cost of public transportation when Provider notifies DHHR in advance and obtains authorization for the use of public transportation.

## **VI. RELATIONSHIP BETWEEN PROVIDER STAFF AND YOUTH**

- 6.01(a) Provider will have a written policy restricting contact between youth and off-duty staff.
- 6.01(b) Youth may not visit overnight in the home of any employee of the facility.
- 6.01(c) The Provider's executive director or his/her designee will be notified of and approve, in advance, all one-on-one employee/youth off-campus activities. All such activities will be case related and documented in the youth's record.
- 6.01(d) If arrangements cannot be made for a holiday home visit, a youth may go to an employee's home with the employee's family present for a daytime holiday visit. The case worker and his/her supervisor must be notified of and approve of such visits in advance.

## **VII. CONFLICT RESOLUTION BETWEEN DEPARTMENT AND PROVIDER**

7.01(a) In principle, the resolution of conflicts should occur at the lowest level possible. However, when differences must be mediated at a higher level this process will be followed:

Level One: Worker to Worker  
Level Two: Supervisor to Supervisor  
Level Three: CSM to Facility/Program Director  
Level Four: Regional Director to Executive Director

7.01(b) Consultation with staff within BCF may be sought as needed by the DHHR District and Provider staff.

## **VIII. ASSURANCES**

8.01(a) Provider will comply with all applicable staff and facility licensing regulations, established program standards, and DHHR policies.

8.01 (b) Provider will maintain a check in-checkout system for youth in placement so the whereabouts of youth are known at all times.

8.01(c) Provider will comply with all requirements of the Interstate Compact on the Placement of Children and the Interstate Compact on Juveniles.

8.01(d) Provider will comply with all provisions of the Central Abuse Registry at Chapter 15, Article 2C of the WV Code.

8.01(e) Provider will report suspected abuse or neglect to the Hotline or the DHHR Institutional Investigation Unit as soon as possible.

8.01(f) Provider will review terms and conditions of this Agreement with the appropriate staff and post a copy of this Agreement at each site for ease of reference.

## **IX. LIABILITY**

9.01(a) Provider is an independent contractor and as such DHHR will not be liable for any civil or criminal claims filed by or on behalf of residents or any personnel in the performance of and during the period covered by this Agreement.

9.01(b) Provider agrees that it will, at all times during the term of this Agreement indemnify and hold harmless DHHR against any and all liability, loss, or damages incurred or resulting from any act and/or any acts of omission on the part of Provider, its agents or employees.

9.01(c) Provider agrees that in order to protect itself as well as DHHR, it will at all times during the term of this Agreement have and keep in force general and professional liability insurance in an amount not less than one million dollars.

## **X. CONFIDENTIALITY**

- 10.01(a) Provider will insure that any information regarding a current or former recipient of services will remain confidential except as disclosure is permitted by law in accordance with West Virginia Code Chapter § 49-7-1.
- 10.01(b) Provider will keep a copy of signed statements agreeing to and outlining the confidentiality provisions of West Virginia Code § 49-7-1 for each employee providing services under the terms of the Agreement.

## **XI. PUBLICITY**

All informational pamphlets, press releases, research reports and other public notices prepared and released by Provider relating to services performed under this Agreement will include the following, or similar, statement:

"This facility is funded in part under an Agreement with the Bureau for Children and Families, West Virginia Department of Health and Human Resources."

## **XII. RECORDS and REVIEWS**

- 12.01(a) Provider will maintain individual case records and documentation sufficient to reflect the services delivered pursuant to this Agreement.
- 12.01(b) A facility and program review may be conducted at any reasonable time by DHHR and/or any other persons duly authorized by DHHR with respect to the services provided hereunder.
- 12.01(c) Facility and program review may include, but not be limited to, meetings with residents and providers, review of resident and provider records, policy and procedural issuances, staffing ratios, and job descriptions.

## **XIII. FINANCE AND PAYMENTS**

### **13.01 Cost Reports**

- 13.01(a) Provider will submit cost reports to the Office of Accountability and Management Reporting as required by DHHR.
- 13.01(b) Failure to submit cost reports within the specified time frames will result in a penalty of \$250.00 per day for each day the cost report is delinquent.

### **13. 02 Invoicing Procedures**

- 13.02(a) On or before the fifth working day of each calendar month. Provider will submit an invoice on letterhead reflecting the date submitted, the month of service, and the amount due. The invoice must bear the original signature and title of the individual authorized to submit invoices. Invoice will include:

1. Name of each resident

2. County of residence
3. Admission date
4. Number of days away from supervision
5. Number of days hospitalized
6. Number of days on home visits
7. Total Number of days in care
5. Discharge date, if applicable
6. Amount due for each child
7. Amount due for the month

13.02(b) Invoices will be submitted to:

**WV Department of Health and Human Resources  
Bureau for Children and Families/Office of Finance and Administration  
Division of Payments and Vendor Maintenance  
350 Capitol Street, Room 730  
Charleston, WV 25301-3711**

13.02(c) Provider must submit corrected invoices within one year of the date of service.

### **13.03. Payment**

13.03(a) DHHR will pay a monthly rate for each child in DHHR custody and Provider's care during the entire month. This rate will be based on Provider's cost reports. Payments are for social services, supervision, room and board, personal incidentals, transportation, and replacement clothing, etc.

13.03(b) For a partial month's care, Provider will be paid the established BCF per diem for each day, excluding the date of discharge.

13.03(c) Provider will receive the current BCF per diem during temporary absences of youth due to:

1. Hospitalization for a period not to exceed ten (10) consecutive days, when the plan is to return the youth to Provider's care;
2. Visits not to exceed seven (7) consecutive days in accordance with the youth's individual treatment plan;
3. Elopements not to exceed five (5) consecutive days of absence when the plan is to return the youth to Provider's care;
4. Any special circumstance not covered in items 1-3 should be directed to the Division of Grants and Contracts for consideration as an exception.

- 13.03(d) DHHR is in no way obligated to reimburse the Provider for the Medicaid treatment rate when the Administrative Services Organization has determined that services are no longer medically necessary. DHHR will continue to current BCF per diem to the Provider until youth is discharged.

#### **13.04. Audit and Inspection**

- 13.04(a) Provider will furnish one copy of the annual audit report within 180 days of the end of the Provider's annual fiscal (audit) period to the address below:

***West Virginia Department of Health and Human Resources  
Division of Monitoring and Compliance  
State Capitol Complex, Building 3, Room 550  
Charleston, West Virginia 25305***

- 13.04(b) Inspection of the financial and program performance of this Agreement may be made by DHHR at such reasonable times during the Agreement period and within three (3) years after termination or cancellation thereof in order to determine Provider's compliance with the terms, conditions, and provisions of this Agreement.

- 13.04(c) Records will be maintained for a period of at least three (3) years after receipt of payment for services or until after any litigation is resolved. Records will be kept in the manner required by DHHR regulatory agencies.

### **XIV. OTHER TERMS AND CONDITIONS**

#### **14.01 Renegotiation of Modification**

Any alteration, variation, modification, amendment or waiver of any provision of this Agreement will be valid only if in writing, duly executed by both parties hereto and attached to this Agreement.

#### **14.02. Cancellation**

- 14.02(a) This Agreement may be canceled by either party at any time, with or without cause, upon not less than thirty (30) days notice, in writing, and delivered by mail or in person.

- 14.02(b) This Agreement will be null and void the day following the Provider's loss of a group residential or behavioral health care license.

#### **14.03. Agreement Complete**

This Agreement contains all the terms and provisions relating to the subject matter hereof and there are no other understandings, oral or otherwise.

#### **14.04. Term of Agreement**

Subject to the cancellation provisions of Section 14.02, this Agreement will take effect September 1, 2005 and will be reviewed annually and amended as needed.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

#### **FOR DEPARTMENT**

---

Office of Commissioner  
West Virginia Department of Health and Human Resources  
Bureau for Children and Families

#### **FOR**

---

Signature

**REQUEST FOR APPLICATIONS**

**GROUP HOME FOR ADOLESCENT CHILDREN**

**WITH CO-EXISTING DISORDERS**

West Virginia Department of Health & Human Resources  
Bureau for Children and Families

APPLICATION DEADLINE: July 16, 2007



GROUP HOME FOR ADOLESCENT CHILDREN WITH CO-EXISTING DISORDERS  
(Request for Applications)

**TABLE OF CONTENTS**

|  |    |
|--|----|
| I. PURPOSE .....   | 4  |
| II. BACKGROUND .....                                     | 5  |
| III. PROGRAM REQUIREMENTS .....                          | 7  |
| A. <i>Target Population</i> .....                        | 7  |
| B. <i>Physical Environment</i> .....                     | 9  |
| C. <i>Program Design</i> .....                           | 10 |
| IV. DEPARTMENT RESPONSIBILITIES .....                    | 17 |
| V. SPECIAL TERMS AND CONDITIONS .....                    | 17 |
| A. <i>Insurance Requirements</i> .....                   | 17 |
| B. <i>License Requirements</i> .....                     | 17 |
| C. <i>No Debt Affidavit</i> .....                        | 18 |
| D. <i>Background Checks</i> .....                        | 18 |
| E. <i>Agreement Requirements</i> .....                   | 18 |
| VI. GENERAL TERMS AND CONDITIONS .....                   | 18 |
| A. <i>Conflict of Interest</i> .....                     | 18 |
| B. <i>Prohibition against Gratuities</i> .....           | 18 |
| C. <i>Governing Laws and Compliance</i> .....            | 18 |
| VII. APPLICATION PROCESS .....                           | 19 |
| A. <i>Application Deadline and Mandatory Forms</i> ..... | 19 |
| B. <i>Intent to Apply</i> .....                          | 19 |
| C. <i>Submission of Application:</i> .....               | 19 |
| D. <i>Administrative Information:</i> .....              | 19 |
| E. <i>Project Experience</i> .....                       | 20 |

|   |           |
|---|-----------|
| <i>F. Program Description Narrative.....</i>                                | <i>20</i> |
| <i>G. Budget .....</i>  | <i>20</i> |
| <b>VIII. EVALUATION.....</b>  | <b>20</b> |
| <i>A. Project Experience/Organizational Qualifications: 30 Points .....</i> | <i>21</i> |
| <i>B. Program Description/Work Plan: 50 Points.....</i>                     | <i>22</i> |
| <i>C. Budget: 20 Points.....</i>  | <i>22</i> |

# WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

## BUREAU FOR CHILDREN AND FAMILIES

### REQUEST FOR APPLICATIONS

#### Group Home for Adolescent Children with Co-Existing Disorders

##### ***I. PURPOSE*** [\*Back TOC\*](#)

The Department of Health and Human Resources, (DHHR) Bureau for Children and Families, (BCF) is interested in receiving applications for the following:

DHHR has identified a gap in the continuum of care for adolescent children with co-existing disorders who have been removed from their family homes and placed in State custody. Due to the service gap, children are often placed in out-of-state facilities far from home and families. The DHHR recognizes the benefits of local services for children and families.

The purpose of this Request for Applications is to establish a means for the treatment of children with multiple disabilities in local communities and to promote opportunities for permanency for these children at the community level.

The overall goal for children admitted to this new type of facility is permanency through reunification with the family, adoption, or independence (transition into adulthood). The facility is not intended to be a permanent placement for children. All services offered at the facility are adjunct to achieving permanency for the child.

DHHR is interested in the development and implementation of a children's residential program to provide care, support, supervision, and treatment on a local level in each of the Bureau's Administrative Regions. The DHHR will view the utilization of current facilities or programs and the coordination of established community resources above the development of new facilities.

## **II. BACKGROUND** [Back TOC](#)

Data from 2005 and 2006 shows a monthly average of 52 children in state custody between 12 and 18 years of age with a diagnosis of co-existing mental health disorders and developmental disabilities (which includes mental retardation) were placed out of state. These disabilities manifest before 18 years of age and will, in all likelihood, continue into adulthood. These children are not eligible for placement in Intermediate Care Facilities for the Mentally Retarded or in a Home and Community Based MR/DD Waiver placement.

The following charts provide a picture of the number of children, in each BCF Administrative Region, with a co-existing mental health disorder and developmental disability. A BCF Regional map is found at the end of this document.

The characteristics of the children shown in the charts are as follows:

Children ages 12 to 18

In State custody and in foster or in need of foster care.

Ineligible for ICF/MR Level of Care

Disability manifested before age 18

Likely to continue into adulthood

Diagnosis of co-existing mental health disorder and developmental disability.

### ***February 2005 Data***

***PRTF = Psychiatric Residential Treatment Facility***

| <b>REGION</b> | <b>Number in Out-of-State Placement</b> | <b>Number Of Children Meeting Criteria</b> | <b>Number in PRTF Placement</b> | <b>Number in Group Residential Placements</b> |
|---------------|---|--|---------------------------------|---|
| <b>I</b>      | 128                                     | 15   | 11                              | 4   |
| <b>II</b>     | 35                                      | 10   | 9                               | 1   |
| <b>III</b>    | 119                                     | 23   | 19                              | 4   |
| <b>IV</b>     | 54                                      | 6  | 5                               | 1   |
| <b>Totals</b> | 336                                     | 54   | 44                              | 10  |

**May 2005 Data**

**PRTF = Psychiatric Residential Treatment Facility**

| <b>REGION</b> | <b>Number in Out-of-State Placement</b> | <b>Number of Children Meeting Criteria</b> | <b>Number in PRTF Placement</b> | <b>Number in Group Residential Placements</b> |
|---------------|---|--|---------------------------------|---|
| <b>I</b>      | 156                                     | 15   | 10                              | 5   |
| <b>II</b>     | 43                                      | 8  | 8                               | 0   |
| <b>III</b>    | 136                                     | 18   | 16                              | 2   |
| <b>IV</b>     | 60                                      | 21   | 15                              | 6   |
| <b>Totals</b> | 395                                     | 62   | 49                              | 13  |

**August 2005 Data**

**PRTF = Psychiatric Residential Treatment Facility**

| <b>REGION</b> | <b>Number in Out-of-State Placement</b> | <b>Number of Children Meeting Criteria</b> | <b>Number in PRTF Placement</b> | <b>Number in Group Residential Placements</b> |
|---------------|---|--|---------------------------------|---|
| <b>I</b>      | 135                                     | 9  | 6                               | 3   |
| <b>II</b>     | 35                                      | 7  | 7                               | 0   |
| <b>III</b>    | 118                                     | 17   | 13                              | 4   |
| <b>IV</b>     | 54                                      | 5  | 3                               | 2   |
| <b>Totals</b> | 342                                     | 38   | 29                              | 9   |

**February 2006 Data**

**PRTF = Psychiatric Residential Treatment Facility**

| <b>REGION</b> | <b>Number in Out-of-State Placement</b> | <b>Number Of Children Meeting Criteria</b> | <b>Number in PRTF Placement</b> | <b>Number in Group Residential Placements</b> |
|---------------|---|--|---------------------------------|---|
| <b>I</b>      | 73                                      | 10   | 7                               | 3   |
| <b>II</b>     | 22                                      | 8  | 5                               | 3   |
| <b>III</b>    | 69                                      | 15   | 9                               | 6   |
| <b>IV</b>     | 38                                      | 7  | 5                               | 2   |
| <b>Totals</b> | 202                                     | 40   | 26                              | 14  |

### **May 2006 Data**

**PRTF = Psychiatric Residential Treatment Facility**

| <b>REGION</b> | <b>Number in Out-of-State Placement</b> | <b>Number of Children Meeting Criteria</b> | <b>Number in PRTF Placement</b> | <b>Number in Group Residential Placements</b> |
|---------------|---|--|---------------------------------|---|
| <b>I</b>      | 97                                      | 12   | 9                               | 3   |
| <b>II</b>     | 38                                      | 7  | 5                               | 2   |
| <b>III</b>    | 69                                      | 21   | 18                              | 3   |
| <b>IV</b>     | 27                                      | 13   | 8                               | 5   |
| <b>Totals</b> | 231                                     | 53   | 40                              | 13  |

### **August 2006 Data**

**PRTF = Psychiatric Residential Treatment Facility**

| <b>REGION</b> | <b>Number in Out-of-State Placement</b> | <b>Number of Children Meeting Criteria</b> | <b>Number in PRTF Placement</b> | <b>Number in Group Residential Placements</b> |
|---------------|---|--|---------------------------------|---|
| <b>I</b>      | 42                                      | 13   | 9                               | 4   |
| <b>II</b>     | 29                                      | 3  | 3                               | 0   |
| <b>III</b>    | 143                                     | 37   | 22                              | 15  |
| <b>IV</b>     | 38                                      | 11   | 7                               | 4   |
| <b>Totals</b> | 252                                     | 64   | 41                              | 23  |

It is not uncommon for children with complex needs to have multiple failed placements in West Virginia due to the lack or total absence of needed services and resources. When children are placed out-of-state it is difficult to ensure that the care and treatment they receive meet standards important to West Virginia. The DHHR values community-based treatment as a means to establish long-term positive outcomes and relationships for children in their home communities. The development of resources in state will ensure that the services meet DHHR standards for care and allow for improved monitoring of care and treatment.

### **III. [PROGRAM REQUIREMENTS](#) [Back TOC](#)**

#### **A. Target Population**

The following describes the target population to be served:

- Children 12 to 18 years of age
- In State custody and in foster care, or in need of foster care.

- Ineligible for an ICF-MR Level of Care (for both ICF-MR group home or MR/DD Waiver)
- Diagnosis of a co-existing (a) mental health disorder and (b) developmental/cognitive disability [at least one criteria from each diagnostic category (a) and (b)]:

**(a) Mental Health**

Severe persistent mental health diagnosis which negatively impacts functioning without ongoing structured treatment. The severity of the mental health condition may have resulted in frequent or extended utilization of crisis or residential services (For example – acute or long-term hospitalization, crisis support, and residential placement);

**(b) Developmental:**

Mild Mental Retardation (IQ score of 55-70), chronic in nature, and in conjunction with functional limitations (see functionality list of major life areas), manifested prior to age eighteen (18), and likely to continue into adulthood.

Functionality for Mental Retardation: Mental Retardation or Developmental Disability must be associated with concurrent adaptive functioning deficits in three or more of the following major life areas:

- Self-care
- Receptive or expressive communication (language)
- Learning (functional academics)
- Mobility
- Self-direction
- Capacity for independent living (home living, social skills, employment, health and safety, community use, leisure)
- OR

Developmental: Must have a diagnosis of a developmental condition, which constitutes a chronic disability initially manifested during the developmental years with concurrent deficits in three or more of the major life areas (see functionality list of major life areas), manifested prior to age eighteen (18), and likely to continue into adulthood. Examples: Autism, Cerebral Palsy, Spina Bifida, Tuberous Sclerosis.

Functionality for Developmental Disability: Mental Retardation or Developmental Disability must be associated with concurrent adaptive functioning deficits in three or more of the following major life areas:

- Self-care
- Receptive or expressive communication (language)
- Learning (functional academics)
- Mobility
- Self-direction
- Capacity for independent living (home living, social skills, employment, health and safety, community use, leisure)

OR

Borderline Intellectual Functioning (IQ score of 71-84): Must have a diagnosis of borderline intellectual functioning. This diagnosis does not require an associated deficit in functionality due to cognitive ability.

## **B. Physical Environment**

The facility is limited to eight (8) beds. It cannot be located on the same grounds with other facilities operated by the provider. Preference will be given to Applicant who:

- Maximizes the utilization of existing facilities;
- Emphasizes collaboration and cooperation with other community resources;
- Promotes natural inclusion in the community, and;
- Reduces the stigma of children with disabilities.

A risk assessment and risk plan must identify areas of risk for the target population and the methods of prevention, reduction, and interventions which will be used (Example: Child with a behavioral risk residing with a child without a behavioral risk).

The application must address methods of on-site safety precautions, staff training, and physical plant accommodations for crisis situations.

Application must include the policies and procedures which will be used to ensure resident safety including what will be done to prevent, as well as to respond to, inappropriate sexual contact between residents.



Applicant will identify and describe the techniques which will be used for de-escalation of aggressive or assaultive behavior by residents.

Applicant will explain how the residents will be protected from unnecessary or inappropriate restraints.

## **C. Program Design**

### ***1. Intake Criteria/Admissions Policy***

- Child is in custody of DHHR and in, or in need of, foster care.
- Age 12 to 18 years of age.
- Child is at risk of placement in or currently is residing in an out-of-state psychiatric residential treatment facility or group residential treatment facility.
- Documentation of mild mental retardation (IQ score of 55-70) or borderline intellectual functioning (IQ score of 71-84) determined by means of standardized intellectual testing by a psychologist, or developmental disability professional.
- Documentation of mental health diagnosis by means of a psychiatric evaluation.
- Require assessment and treatment of the family system, educational services, and a multidisciplinary assessment of the social, psychological, developmental, cognitive processes, and evaluations indicating their relevance for a plan of treatment.
- Demonstrate persistent patterns of disruptive behavior and disturbance of age appropriate adaptive functioning, social problem solving abilities which may present danger of harming self, or others.
- Display significant deficits in functional abilities due to maladaptive behaviors requiring intensive behavioral support services.
- Documentation of deficits for six months to a year.
- Display moderate to severe functional difficulties and symptoms related to the primary mental health diagnosis that may be exacerbated by the co-existing condition.
- Child cannot be appropriately served in a lesser restricted environment or a less intense setting.
- Service is not solely for the purpose of providing special education, supervision, housing, or meeting non-medically necessary needs.
- Prior authorization by the APS Healthcare, Inc. [www.apshealthcare.com](http://www.apshealthcare.com).

- As long as a vacancy exists and the youth meets the targeted population criteria, the youth will be accepted for placement.

## **2. Clinical Requirements**

The application will describe the plan to obtain and maintain clinical and professional staff necessary to deliver treatment services as set forth in the Medicaid Behavioral Health Rehabilitation Services policy manual. Staff must meet the Children's Residential Treatment Facility standards for Level II and/or Level III which may be found on the DHHR, Bureau for Medical Services web page, <http://www.wvdhhr.org/bms/>. Further, the staff must meet the Group Residential Child Care Licensing standards found on the DHHR, Bureau for Children and Families web page <http://www.wvdhhr.org/bcf/>, and the Office of Health Facility Licensing (OHFLAC) requirements on the DHHR, OHFLAC web page, <http://www.wvdhhr.org/ohflac>.

Applicant will describe the process for assessment and individualized treatment planning, identify intervention strategies, and service delivery.

Preference will be given to Applicants who emphasize the following services that are found within the service bundles described in the Behavioral Health Rehabilitation Manual for Residential Children's Services at Level II and Level III (H0019U2 or H0019U3):

- H0004 HO Behavioral Health Counseling, Professional, Individual
- H0004 HO HQ Behavioral Health Counseling, Professional, Group
- H2019 HO Therapeutic Behavioral Services - Development
- H2019 Therapeutic Behavioral Services - Implementation

Additionally, Preference will be given to Applicants using Positive Behavioral Support for intervention with maladaptive behaviors.

## **3. Staffing Requirements**

Application must include the plan to provide day to day supervisory and training activities for the children in care.

Applicant will include the staffing patterns and the child to staff ratio.

Applicant will explain how staffing will assure the necessary care, supervision, and safety of residents twenty-four (24) hours a day.

Applicant will include the initial and ongoing training plans for direct services staff. Preference will be given to Applicants with demonstrated expertise serving the target population.

Professional staff must meet the criteria for counseling, therapy, or behavioral support as outlined in the DHHR Behavioral Health Rehabilitation Manual.

In order to provide the intensity and frequency of services necessary to meet the individualized needs of the child, the staffing must include a full time Clinical Home Manager. Other positions may be a combination of full and part time staff. Minimum requirements include:

### **CLINICAL HOME MANAGER**

This full time position must provide direct clinical and administrative supervision of direct care staff. Coordinate treatment, medical training, or therapeutic activities. Ensure that direct care staff meet competency for the disability/age specific needs, regulatory standards, and treatment needs of the children. Ensure the health and safety appropriate board and care, and adequate supervision of the children.

### **PROFESSIONAL LEVEL COUNSELOR/THERAPIST**

Position may be full or part time with a master's degree and licensure (or under supervision) by a recognized national/state accrediting body for psychology, psychiatry, counseling or social work at a level which allows the provision of clinical services.

Levels of staffing provided by this position are dependent upon the clinical needs of the residents of the home and as identified on Treatment Plans for the children residing in the home.

### **POSITIVE BEHAVIORAL SUPPORT SPECIALIST (OR THERAPEUTIC BEHAVIORAL SERVICES)**

This position requires an individual with a Master's Degree. Graduate training must have included successful completion of course work and practical experience in the techniques of applied behavioral analysis. Individual must be knowledgeable and proficient in the use of Positive Behavioral Support.

The position is responsible for the oversight and clinical supervision of the Behavioral Management Assistant and all aspects of Behavioral Management Services. Position will review and sign off on documentation of those services.

Levels of staffing provided by this position are dependent upon the clinical needs of the residents of the homes and as identified on the Treatment Plans for the children residing in the home.

## **DIRECT CARE STAFF**

The majority of Direct Care staff should be full time employees dedicated to this facility. Direct care staff will provide structured individual and group activities which include monitoring, support, adaptive skills training, implementation of behavioral methods outlines in behavioral support plans, developmental services intended to improve or child's level of functioning, and therapeutic interventions aimed at stabilizing the child's mental illness. Provide basic assistance with personal care, board and care and health and safety of the children.

Levels of staffing provided by this position are dependent upon the clinical needs of the residents of the home and as identified on Treatment Plans for the children residing in the home.

### **4. Program Structure**

Applicant must design a program that will link the child's assessed needs to the intensity and frequency of specific treatment interventions.

Applicant must describe the process for assessment, treatment planning, and the ongoing review and evaluation of each child's progress during placement.

The application must specify how each of the following service components will be assured.

The application will ensure each resident has an initial treatment plan within 7 days of admission. Refer to DHHR Behavioral Health Rehabilitation Manual Chapter 500 – 507.1 July 1, 2004

Applicant will ensure that each resident has a master treatment plan completed within 30 days of admission. (64 CSR 11 8.4.2)

Applicant will collaborate in the development of the BCF case plan (including the permanency plan) by participating in Multi-Disciplinary Treatment Team meetings. For those children entering care for the first time the MDT must meet within thirty (30) days. If a child is already in care prior to admission into this program reviews occur at a minimum of once every ninety (90) days.

Applicant will provide a detailed daily schedule outlining the type of services, day of week, and frequency.

Applicant will provide evidence of monitoring, supervision, care, and treatment for the residents 24 hours per day per program requirement, excluding federally mandated educational services.

Applicant will design program to assure that residents do not remain in facility for longer than twenty-four (24) months or beyond their 18th birthday. (CSR 7.8.3 and the Bureau for Children and Families Group Residential Licensing Regulations)

Applicant will describe how professional, individual and group therapy, adaptive behavioral training, medication management, positive behavioral support interventions, education (outside the facility), social/recreational/physical activities, and medical treatment will be delivered to residents.

Applicant will describe how services will be accessed off site if not available on site.

Applicant will obtain letters of support from other agencies willing to enter into a collaborative agreement or memorandum of understanding. The successful Applicant will have signed agreements or memorandums of understanding which outline the protocol for community collaboration before the admission of residents. At a minimum, Applicant must demonstrate and document collaboration with:

- A Local Psychiatric Hospital
- Comprehensive Behavioral Health Providers
- WVU Center for Excellence in Disabilities
- County School System

With regard to an agreement with the county school system, the Applicant must delineate the procedures and responsibilities of the group home and the school district to ensure a free appropriate public education (FAPE) for residents. Specifically, the agreement or memorandum of understanding must address at a minimum each of the following:

- Prior to the student's enrollment, convening a meeting with group home and district personnel for the purpose of sharing information to assist in the delivery of education and the development, if appropriate, and implementation of the student's Individualized Education Program (IEP);
- Establishing an ongoing communication system regarding student issues and needs, that also includes when a student is removed from school and/or the bus;
- If appropriate, development and implementation of multi-element treatment plans across multiple settings;
- Developing and implementing joint staff development opportunities for professional and service personnel;

Prior to the student's discharge from the group home and exit from the county, convening a meeting with the group home and, district personnel to share information and the development of a transfer report that informs the next receiving district of the students' progress and needs.

In addition, the agreement or memorandum of understanding must include a statement that upon the student's initial enrollment, the district must assign a surrogate parent and make reasonable efforts to consult with the parent (surrogate parent) within two calendar days. Within one day of the parent consultation, the district must provide the student with a Free and Appropriate Education (FAPE). FAPE includes services comparable (e.g. type and amount) to those described in the previous IEP. Within 10 school days of the parent or adult student consultations, the district must adopt the previous IEP or develop and implement a new IEP.

## **5. Discharges**

The application will include the discharge policy for the facility. Applicant will explain how discharge planning will begin at admission and how the Interdisciplinary Teams (IDT) will meet within three (3) working days as per Chapter 500 of the Behavioral Health Rehabilitation Manual, Section 207.1 to develop the treatment plan which will include the discharge and permanency plans for residents. This plan should be consistent with the individualized comprehensive service plan created by the Multi-Disciplinary Team (MDT).

It is anticipated that the length of stay will not exceed twenty four (24) months. Therefore, the applicant will describe the relationship and partnership among Child Placing Agencies, Therapeutic Foster Care, and/or In-Home Supports that will facilitate discharge and transition of residents to less restrictive settings.

Applicant will assure that no resident will be discharged without an appropriate plan and living arrangement agreed upon by the resident's MDT except in the event of court ordered discharges.

Applicant will assure no resident will be discharged for displaying the behaviors that contributed to his/her admission unless the resident demonstrates symptoms and functional impairment which cannot be treated safely and effectively at this level of treatment, and the resident requires a higher level of care.

## **6. Outcomes**

- (a) Facility will have fifty percent occupancy within three months of operation and must have full capacity within six months as

demonstrated by quarterly reports to BCF. Failure of the facility to meet capacity levels will result in a review by DHHR to identify issues and how to best address them.

- (b) CAFAS and/or ABS S: 2 will demonstrate improvement over the course of treatment. These assessments will be repeated every 90 days as required by the Behavioral Health Rehabilitation Services Manual.
- (c) Recidivism for the facility will not exceed twenty-five percent (25%) of occupancy.
- (d) Facility will show evidence of natural, community inclusion for residents as evidenced by community collaboration providing inclusion of residents in community events.
- (e) Fiscal assurance of no duplication for goods and services from a public or private entity.

#### **7. *Time Frames/Mandatory Start Date***

It is not uncommon for children with complex needs to have multiple failed placements in West Virginia due to the absence or scarcity of needed services and resources. When children are placed out of state it is difficult to ensure that the care and treatment they receive meet standards important to West Virginia. The DHHR values community-based treatment as a means to establish long-term positive outcomes and relationships for children in their home communities. The development of resources in state will ensure that the services meet DHHR standards for care and allow for improved monitoring of care and treatment.

The program must take its first placement by within sixty (60) to ninety (90) days after award of contract.

#### **8. *Service Delivery Area***

DHHR will accept applications to serve one or more of the BCF Regions but a separate application must be submitted for each region.

#### **9. *Organizational Requirements***

Applicant must be licensed to conduct business in West Virginia, must verify intent to make application to obtain/maintain a license to provide behavioral health services, a license to provide group residential child care, and obtain Medicaid Provider status.



#### **IV. DEPARTMENT RESPONSIBILITIES** [Back TOC](#)

Department will be the sole source of referral for these services. To assist the Provider in obtaining prior authorization for treatment at the appropriate level of care, at the time of referral, DHHR will furnish:

- Birth date
- Social Security Number, if known
- Medical Card Number
- Current Social Summary
- Child, Youth, and Family Case Plan or other MDT approved Case Plan
- The permanency plan for child
- Residential referral packet
- Results of the WV-CPSS and/or Youth Services child and family assessments,
- Available diagnostic information,
- Available education records
- Available medical records
- Comprehensive Assessment Report, when applicable

DHHR will issue a medical card for each youth accepted for placement, in DHHR custody and foster care.

DHHR will pay a monthly rate established through a system using cost data from cost reports submitted to the Office of Management and Accountability Reporting. A daily rate will apply for less than a full month excluding the discharge date.

#### **V. SPECIAL TERMS AND CONDITIONS** [Back TOC](#)

##### **A. Insurance Requirements**

The applicant(s) selected must at all times during the term of the Agreement have and keep in force a liability insurance policy which shall include General Liability, Personal Injury, Directors and Officers Liability, and Professional Liability, where applicable, in amounts not less than one million dollars (\$1M).

##### **B. License Requirements**

The applicant(s) and its individual employees must be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and will, upon request, provide proof of all licenses.



### **C. No Debt Affidavit**

A signed "No Debt Affidavit" document must accompany all applications. The West Virginia State Code §5A-3-10a (3) (d) requires that all applicants submit an affidavit regarding any debt owed to the State. The form may be found at <http://www.wvdhhr.org/bcf/>.

### **D. Background Checks**

All staff providing direct services must have a Criminal Investigation Background (CIB) check and a DHHR Protective Services background check.

### **E. Agreement Requirements**

The organization(s) selected must agree to all the terms and conditions of the Group Residential Provider agreement with BCF which may be found.

## **VI. GENERAL TERMS AND CONDITIONS** [Back TOC](#)

### **A. Conflict of Interest**

The organization affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder.

### **B. Prohibition against Gratuities**

The organization warrants that it has not employed any company or person other than a bona fide employee working solely for the organization or a company regularly employed as its marketing agent to solicit or secure the agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award of agreement.

For breach or violation of this warranty, the Department will have the right to annul an agreement, without liability, at its discretion, and/or to pursue any other remedies available under law.

### **C. Governing Laws and Compliance**

Any agreement written between the Department and the applicant will be governed by the laws of the State of West Virginia. The applicant will be expected to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations, including the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), Title IX of the Education Amendments Act of 1972, and all requirements imposed by applicable United States Department of Health and Human Services (45 C.F.R.) §84) and the Environmental Tobacco Smoke/Pro-Children Act of 1994.

## **VII. APPLICATION PROCESS** *Back TOC*

### **A. Application Deadline and Mandatory Forms**

The application forms are available online at <http://www.wvdhhr.org/bcf/>. It must include the Mandatory Forms along with a narrative application containing responses to all parts of Section III and Section VII. The Mandatory Forms include the following:

- Application Cover Sheet
- Administrative Information Sheet
- No Debt Affidavit
- Line Item Budget Instructions
- Line Item Budget
- BCF Regional Map

Applications must be typed, including budget documents and forms. All pages must be numbered. Handwritten requests will not be accepted.

Questions regarding this Request for Applications will be accepted by e-mail. All questions must be submitted electronically by June 22, 2007 to the following e-mail address. Answers to questions will be posted online on June 29, 2007.

### **B. Intent to Apply**

Agencies interested in submitting an application must submit a "Letter of Intent" electronically by July 6, 2007, and an application by July 16, 2007. The Letter of Intent must include the following: Name of Agency, Address, Phone Number and Region(s) planning to serve.

### **C. Submission of Application:**

An original and five (5) copies of the application are to be submitted to the attention of Director, Division of Grants and Contracts, Bureau for Children and Families, West Virginia Department of Health and Human Resources, 350 Capitol Street, Charleston, WV 25301-3711. All applications become the property of the Department.

### **D. Administrative Information:**

The application cover sheet will include: legal name; business address; telephone number; name of authorized contact person; signature of person authorized to act in agency's behalf; and date.

## **E. Project Experience**

The organization will provide a summary of the agency's structure, size and resources, capability, and any experience relevant to this project. The summary will include:

- Identifying information
- Date organization established
- Type of ownership
- Copy of current license to do business in the State of West Virginia
- Description of current services being provided
- Organizational chart
- List of any other governmental grants/contracts and names and phone
- Three (3) references
- Copy of most recent audited financial statement.
- Description of any pending litigation or filings for bankruptcy. If the agency or parent organization has ever filed for bankruptcy, the organization will include an explanation, history and a declaration that the bankruptcy has been resolved.

## **F. Program Description Narrative**

Include a detailed description of all services to be delivered, including at a minimum:

- Location and detailed description of the facility;
- Proposed staffing levels and job functions;
- Job description for each functional position with educational, experience and salary requirements;
- Plan for staff supervision, including chain of command, individual conferences, staff meetings, training, evaluation requirements, etc.;
- Process and time frames for start-up, including hiring and training staff;
- Requirements outlined in Section III of this announcement.

## **G. Budget**

The detailed line item budget must include all operating costs and available sources of funds for a twelve-month period. The applicant must disclose all sources of funds from which applicant may receive payment for any and all services to be provided through this program. Budget amounts must be in whole dollars. Budget forms are found at <http://www.wvdhhr.org/bcf/>.

Applications will be evaluated by a committee of at least three (3) individuals with expertise in one or more of the following fields: 1) children's mental health, including diagnosis of multiple disorders and the availability of services for the target population; 2) group residential child care; 3) family reunification and other specialized family based care; 4) therapeutic foster care models; 5) Medicaid; and, 6) Foster Care policy.

Applications will be evaluated for content, cost, and compliance with the requirements of this announcement. The maximum number of points available is one hundred (100). The selection will be made by a consensus of the evaluation committee. The Evaluation Committee will select the application(s) that best meet the terms and conditions set forth in Section III. While the budget is considered, it is not the sole determining factor.

The Department reserves the right to accept or reject any or all of the applications, in whole or in part. The Department reserves the right if necessary to ask Applicant for additional information to clarify their applications. The decision of the Department is final and there is no appeal process of the Department's decision. The evaluation criteria are as follows:

**A. Project Experience/Organizational Qualifications: 30 Points**

- Does the organization have the experience and capacity to deliver the required services to the target population?
- How long has this applicant been providing services to children?
- Does it currently provide residential services, or will this be a new venture for this organization?
- Does this applicant have the organizational structure that will allow for expansion to provide these services without jeopardizing other services and activities currently provided?
- Does this organization currently serve the target population or does it have the appropriate resources to develop new programs and involvement with new client populations.
- Does this organization's mission and philosophy include the services specified in this Request for Applications, or is the organization willing to change its mission to provide services to this target population?

**B. Program Description/Work Plan: 50 Points**

- Does the application meet the Department objectives?
- Does the plan for implementing the services include specific tasks and activities, responsible persons, and realistic completion dates?
- Will the staffing pattern provide for adequate supervision?
- Will the staff have the clinical skills necessary for effective intervention with the target population?
- Does the applicant address all of the requirements in Section III?

**C. Budget: 20 Points**

- Does the budget show total costs for a 12 month operating period?
- Are calculations correct?
- Are costs allowable and reasonable?
- Are costs directly tied to the proposed services to be purchased?
- Does the budget include sufficient funding to support the level of staffing required?
- Are salaries in line with DHHR and competing organizations?
- Has the applicant considered all potential costs?

**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
BUREAU FOR CHILDREN AND FAMILIES  
OFFICE OF FINANCE AND ADMINISTRATION  
DIVISION of GRANTS & CONTRACTS**

---

**INSTRUCTIONS FOR APPLICATION LINE-ITEM BUDGET FORMS**

A detailed line item budget must be submitted for each application. The budget must include all the categories outlined below. All budgets must be in whole dollars and typed. Applicant must use the provided forms.

**LET THE FORM DO IT FOR YOU:** Line-item budget figures may be entered directly into the e-forms. These forms will automatically sum each category and total the entire budget. Figures can be entered only into the three line-item category pages starting with Salaries and Wages. The first page "Budget Summary" will automatically populate from the line-item pages. If EXCEL is not used, all amounts must be entered manually.

**BUDGET SUMMARY PAGE INSTRUCTIONS**

Enter Applicant Agency Legal Name

The Subtotals for each budget category will come from the three line-item budget pages. If using the e-form, the Budget Summary page will automatically populate from the detailed line-item pages.

**DETAILED LINE ITEM BUDGET INSTRUCTIONS**

**SALARY AND WAGES**

- 1) **Name:** Enter name of employee for each position filled for whom costs will be charged to this program. If the position is currently vacant but will be filled within the program period, enter "Vacant" in the Name line.
- 2) **Position:** Enter the title of each position for which costs will be charged to this program.
- 3) **Annual Salary:** Enter the annual salary for each position for which costs will be charged to this program.
- 4) **Full Time Equivalent (FTE):** Enter the percentage of time each position will spend on the delivery of services under this program. Example: 50% of the time spent on this program. Time and effort records must be maintained for all positions.
- 5) Enter the dollar amount of the salary charged to this program. Example: if half the employee's time is dedicated to this program one half the annual salary is entered.
- 6) **Total:** The subtotal will automatically populate for all costs for salary and wages on the e-form.

**Note:** May copy the salary and wages sheet if positions exceed 38.

## **FRINGE BENEFITS**

- 1) **List** each fringe benefit that will be charged to this program. Allowable fringe benefits include contributions to pension plans, health insurance, FICA, unemployment insurance, and worker's compensation.
- 2) Provide the basis of the cost estimate for each fringe benefit expense charged to this program.
- 3) Enter the dollar amount for the costs charged to each fringe benefit listed.
- 4) **Total Fringe Benefits:** the sum of the fringe benefits charged to the agreement will populate automatically.
- 5) **Total Salary/Wages/Fringe Benefits:** The subtotal will automatically populate the total dollar amount for all costs for salaries, wages, and benefits on the e-form.

**Note: An explanation/justification for fringe benefits in excess of 30% of the salaries and wages must be provided. All fringe benefits charged to the program must be identified and itemized. The fringe benefits plan must be in writing, as part of personnel policy, and must be fair and equitable to all staff within each job classification.**

## **CURRENT EXPENSE**

### **Travel**

- 1) Itemize travel costs that will be charged to this program. Lodging must be based upon the least expensive single room. Applicant must adhere to meal and lodging guidelines specified in the WV State Travel Regulations, available at the following Internet address: [www.state.wv.us/admin/purchase/Travel/TMRegs.htm](http://www.state.wv.us/admin/purchase/Travel/TMRegs.htm) or from the Division of Grants and Contracts. Meal costs for same day travel are not reimbursable.
- 2) Provide the basis for cost estimates.
- 3) Mileage for personal car cannot exceed amount authorized by prevailing rate per mile established by the WV Travel Management Office. Compute the cost for travel by estimating the number of miles to be traveled times the rate per mile.
- 4) List costs of agency vehicles involved in the operation of the program.
- 5) **Subtotal:** The subtotal for all travel costs charged to the agreement will populate automatically on the e-form.

### **Equipment and Equipment Repair**

- 1) List all equipment which must be purchased for the program operation. This list should be comprehensive and detailed. If the equipment list is lengthy, the list may be an attachment to the itemized budget. If an attachment is used, indicate this and provide a category total. Any equipment which has an acquisition cost of \$1,000.00 or more purchased with funds (if Department chooses) must be transferred to the Department's ownership if, program is not renewed or if the program is terminated.
- 2) Enter costs of repairs for equipment to be charged to this agreement.
- 3) List any service agreement(s) for equipment repair here and the cost.
- 4) **Subtotal:** The subtotal of equipment/repair costs to be charged to this agreement will populate automatically on the e-form.

**Note:** Repair costs are those costs necessary for the upkeep of equipment and property which neither adds to the permanent value nor appreciably prolongs its intended life but keeps it in an efficient operating condition.

## Supplies

- 1) Itemize costs of all expendable materials which will be used in the program during a normal operational year, e.g., office supplies, janitorial supplies, etc.
- 2) Itemize the costs of any special supplies required for the delivery of program services
- 3) Provide the bases for the cost estimate.
- 4) **Subtotal:** The subtotal for all direct costs will populate automatically on the e-form.

**Note:** Food expense is allowed only if it is an integral but subordinate part of the service. Coffee and doughnuts for staff are not an allowable expense.

## Contractual Services

- 1) List each consultant/ professional by name that is not employed by the applicant agency but is engaged as an independent contractor for specified service on a fee or contract basis.
- 2) Identify the nature of the service and the basis of the cost estimate provided by each consultant/professional.
- 3) Enter the dollar amount of the contractual service or fee chargeable to this program.
- 4) **Subtotal:** The sum of the contractual costs charged to this agreement will populate automatically on the e-form.

**Note:** Advertising, legal, accounting, educational services are examples of allowable costs.

## Other Costs

- 1) Itemize all other costs not included in the above categories.
- 2) Provide the basis for the cost estimates.
- 3) Include all occupancy and space-related costs. Show costs of space separately for each location if program operates from more than one location. Indicate the percentage space is shared with others.
- 4) Utilities
- 5) Telephone
- 6) Furniture
- 7) Insurance
- 8) Enter the subtotal for all other costs charged to the program agreement.

**Direct Costs:** The subtotal of direct costs will populate automatically on the e-form.

**Indirect Costs:** Enter the indirect cost total if you have an approved indirect cost rate (see page 1).

## TOTAL OPERATING BUDGET

- 1) **Current Expense Totals:** The sum of the subtotals for all current expenses will populate automatically on the e-form.
- 2) Enter the **indirect costs** charged to this application. This cannot exceed 10% unless the indirect cost approved rate is less than 10%, in which case the actual rate must be entered.



- 3) **Total Projected Budget:** The sum of direct and indirect costs charged to this application will populate automatically on the e-form.

**BUDGET NARRATIVE**

**Provide a narrative explanation for the budget justifying costs of this program.**

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit **[www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy)** for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**West Virginia Department Of Health and Human Resources  
Bureau for Children and Families - Regional Map - 04/05**

**Region 1**

Regional Director:  
Louis Palma

Local County Office:  
Brooke/Hancock  
Calhoun/Gilmer/Wirt  
Harrison  
Marshall/Tyler/Wetzel  
Marion/Monongalia  
Ohio  
Ritchie/Pleasants/Doddridge  
Wood

**Region 3**

Regional Director:  
Ronald Anderson

Local County Office:  
Berkeley/Jefferson/Morgan  
Grant/Hardy/Pendleton  
Hampshire/Mineral  
Lewis/Upshur  
Taylor/Preston/Barbour  
Randolph/Tucker

**Region 2**

Regional Director:  
James Kimbler

Local County Office:  
Boone  
Cabell  
Kanawha  
Jackson/Roane  
Lincoln  
Logan  
Mason  
Mingo  
Putnam  
Wayne

**Region 4**

Interim Regional Director:  
Mary Ann Dean

Local County Office:  
Braxton  
Clay  
Fayette  
Greenbrier/Monroe/Pocahontas  
McDowell  
Mercer  
Nicholas  
Raleigh  
Summers  
Webster  
Wyoming

