

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 15th 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 15th 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