**SCOPE OF WORK AND SPECIAL CONDITIONS**

This scope of work contains service requirements for multiple services. The Contractor is only authorized to provide the categories of services stated in Attachment A.

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GENERAL PROVISIONS

**A. Background:**

Services pursuant to this contract must be focused on inclusion and integration in all facets of community life for people with disabilities to safely lead self-determined lives in the community. The outcome must be reached by providing people individualized supports to access community, and to promote self-determination, independence, and productivity. Services provided must be delivered in compliance with, or transitioning to compliance with, the Centers for Medicare & Medicaid Services (“**CMS**”) Home and Community Based Services (“**HCBS**”) Settings Rule. Transition to compliance must be completed by the required time frame outlined in the CMS, HCBS Settings Rule.

**B. Definitions:**

In this contract the following definitions apply:

“**BSP**” means Behavior Support Plan. A BSP is a plan developed by a professional to assist staff and other individuals providing supports to a Person with challenging or dangerous behaviors, with individually designed interventions to replace the target behaviors with socially acceptable appropriate behaviors.

“**DSPD Worksheet**” means a worksheet used by DSPD to determine rates paid to the Contractor for specific service codes pursuant to this contract. The DSPD Worksheet is individualized for each Person by using variables such as staff ratios and hours of services.

“**Employment Plan**” means an individualized plan detailing the Person’s vocational goals, and the supports and services necessary to reach the goals.

“**Person**” means an individual who has Intellectual Disabilities, Related Conditions (collectively “**ID.RC**”), or Acquired Brain Injury (“**ABI**”) as defined in Utah Administrative Code, Rule R539-1 and found eligible to receive services by the Utah Department of Human Services (“**DHS**”), Division of Services for People with Disabilities (“**DSPD**”); OR an individual who is a DHS client and has been approved by DHS to receive services under this contract.

“**PCPT**” means Person Centered Planning Team. A PCPT is comprised of individuals including the Person, the Person’s legal guardian (if applicable), the Person’s parents and other family members, the Person’s SC, the Contractor, and any other individuals the Person would like to participate on the PCPT. The PCPT assists the Person to create their PCSP (see definition below) and identify necessary services and supports based on the Person’s desired life and support needs.

“**PCSP**” means Person Centered Support Plan. A PCSP is a plan developed by a Person’s PCPT that includes the services provided to the Person, details of how services will be provided, if applicable, and the Person’s goals and the outcomes expected from the services provided.

“**SC**” means Support Coordinator. An SC assists Persons and their families to develop plans to find the most appropriate services and to select the most appropriate service delivery model based on the individual needs of the Person. An SC may be a DHS contracted SC or a DHS employee.

**C. Population Served:**

The Contractor shall serve each Person whom DHS refers to it for services. Prior to providing services to a Person for DSPD, the Contractor must obtain approval from DSPD or the Person’s SC. This approval is typically obtained using a DSPD form 1056 but may include documented written or verbal approval.

**D. General Contractor Qualifications:**

The Contractor shall:

1. Be an approved Medicaid Provider for the Community Support Waiver and Acquired Brain Injury Waiver with the Utah Department of Health, Division of Medicaid and Health Financing (“**DOH**”). This approval process is administered by the DSPD Medicaid Enrollment Manager. The Contractor shall complete and provide all required documentation, as directed by DSPD;

2. Have a current active DSPD Utah System for Tracking Eligibility, Planning, and Services (“**USTEPS**”) Provider Interface (“**UPI**”) account, comply with UPI requirements pursuant to this contract, and comply with electronic access and process changes as they develop. UPI access forms are available on the DSPD web page: dspd.utah.gov; and

3. Obtain, or maintain current, all licenses required as identified in the individual service code descriptions and as outlined in Utah Administrative Code, Rule R501 and Utah Code § 58-01 et. seq.

**E. General Contractor and Staff Qualifications:**

The Contractor and its staff shall:

1. Read and sign to acknowledge understanding of and the duty of compliance with the DHS Provider Code of Conduct within 3 days of hire and annually thereafter; and

2. Be at least 18 years of age unless otherwise specified in the individual service code descriptions.

**F. Volunteers:**

The Contractor shall:

1. Ensure volunteers comply with all staff qualifications and requirements;

2. Use volunteers in the operations of its services only under the following conditions:

a. A volunteer working in a volunteer position may supplement regular staff, but must not replace paid staff hours; and

b. Written permission from the Person’s legal representative must be obtained prior to a volunteer taking a Person overnight.

3. Ensure and maintain written documentation that volunteers who work on a regularly scheduled basis complete the following training requirements prior to providing support for Persons:

a. Orientation of the Person;

b. Requirements for reporting abuse and protecting human rights;

c. Confidentiality requirements regarding the Person and the Person’s information;

d. Emergency procedures;

e. Training specific to the individual services the volunteer will be providing; and

f. The Contractor’s policies and procedures applicable to the volunteer supports provided.

Friends of the Person or any individuals the Person chooses as a partner in activities, such as natural supports, scouts, or church groups, are not defined as volunteers.

**G. General Staff Training Requirements:**

The Contractor’sstaff shall comply with the following general staff training requirementsin addition to any specific training requirements identified in the individual service code descriptions. The Contractor shall:

1. Ensure training is conducted or created by professionals with knowledge of and experience with people with disabilities. Training methods may include in-person, online, workbook, or other methods, and may include natural environment teaching and coaching;

2. Have a process in place for tracking and documenting training. The Contractor shall include written documentation of each staff’s successful completion of training in each required training area pursuant to this contract, and shall ensure the process allows for an external reviewer to verify each staff’s successful training completion;

3. Ensure its staff successfully completes training in the following areas within **30 days** of employment or before working alone with Persons:

a. When to call 911 due to an emergency;

b. When to call a medical professional;

c. Incident reporting pursuant to this contract;

d. Basic orientation about seizure disorders, including what to do if a Person not known to have seizures has a seizure;

e. Notification procedures for when the whereabouts of a Person are unknown;

f. Common rescue maneuvers for choking such as the Heimlich maneuver;

g. Prevention of choking;

h. The use of positive behavior supports as a first response in behavioral crisis prevention and intervention in accordance with Utah Administrative Code, Rule R539-4;

i. Legal rights of Persons relevant to the staff’s responsibilities, and how the Americans with Disabilities Act relates to the rights of Persons receiving services;

j. Abuse, neglect, and exploitation prevention and reporting to protective services and the police;

k. Confidentiality regarding all Person information is shared only with individuals who need to know the information to provide support or professional treatment, coordinate DHS services, ensure safety, or conduct DHS business. Person information must be maintained and shared in compliance with Health Insurance Portability and Accountability Act (“**HIPAA**”) regulations;

l. Orientation to ID.RC and ABI;

m. Prevention of communicable diseases;

n. Person-specific training on each Person the staff will provide services to, including information about:

(1) The Person’s disability;

(2) The Person’s interests and goals;

(3) The Person’s support needs;

(4) Relevant medical, health, and safety information including indications of when the Person may be getting sick, choking risks, dietary needs and supports, seizures and details regarding seizure-related support, and supervision needs and details regarding supervision needs;

(5) All applicable portions of the Person’s PCSP needed for the staff to provide services to the Person, including all applicable portions of individualized plans, the Person’s BSP, and Employment Plan; and

(6) The staff’s responsibilities with regard to providing support to the Person.

o. The Contractor’s policies, procedures, and plans relevant to the services the staff will be providing; and

p. Introduction to DSPD philosophy, mission, and beliefs.

4. Ensure its staff successfully completes training in the following areas within **90 days** of employment:

a. First aid. The Contractor’s staff shall receive and maintain current first aid certification;

b. Cardiopulmonary Resuscitation (“**CPR**”). The Contractor’s staff shall receive and maintain current CPR certification; and

c. Person-centered thinking.

5. Ensure its staff successfully completes training in one of the following within **180 days** of employment if the Person the staff is serving is likely to engage in aggressive, self-injurious, or destructive behavior:

a. Supports Options and Actions for Respect (“**SOAR**”);

b. System for Managing Non-Aggressive and Aggressive People (“**MANDT**”);

c. Professional Assault Response Training (“**PART**”);

d. Crisis Prevention Institute (“**CPI**”) or Safety Care; or

e. Another intervention-training program with prior written approval from DHS.

The staff shall maintain certification in one of the above.

6. Ensure its staff complete a minimum of 12 hours of training each year in the second and subsequent years of employment. These trainings may include documented classroom training and documented on-the-job skills training; and

7. Ensure its staff providing services to Persons with ABI successfully complete ABI training before working alone with Persons. The Contractor shall ensure that ABI training includes:

a. Effects of brain injuries on behavior;

b. Transitioning from hospitals to community support programs, including available resources;

c. Functional impact of brain injury;

d. Health and medication effects specific to Persons with ABI;

e. Role of the direct-care and direct-care supervisory staff relating to the treatment and rehabilitation process; and

f. Awareness of the family’s perspective on the brain injury.

**H. Contractor’s Administrative Requirements:**

The following administrative requirements are applicable to all individual services codes unless expressly indicated otherwise.

**1. Policies, Procedures, Processes, and Plans**

Prior to providing services the Contractor shall have, and be in compliance with, all its written policies, procedures, processes, and plans pursuant to this contract. DHS may review and require the Contractor to adjust its policies, procedures, processes, or plans at any time. The Contractor shall ensure that all policies, procedures, processes and plans are current, maintained, and available to staff and Persons.

**2. Personnel Policies and Procedures**

The Contractor shall have Personnel Policies and Procedures to ensure adequate structure and organization for efficient and effective personnel management, and to comply with all personnel-related provisions of this contract and all state and federal personnel-related regulations. The Contractor shall have written job descriptions for each staff position that include a statement of duties and responsibilities, and the minimum qualifications for the position.

**3. Operating Policies and Procedures**

The Contractor shall have Operating Policies and Procedures to ensure sufficient structure and organization for the efficient and effective management of services, and to comply with this contract and other state and federal regulations. The Contractor shall include the following in its Operating Policies and Procedures:

a. Clearly defined staff and supervisory responsibilities during all hours of operation;

b. If providing transportation, provisions that specify all transportation requirements pursuant to this contract and how compliance will be ensured;

c. Provisions for the receipt and resolution of staff grievances and Persons grievances that comply with this contract;

d. Emergency procedures for handling the injury, illness, or death of a Person and instructions about when and how to notify necessary individuals, including when and how to notify the DSPD Waiver managers according to fatality, critical incident reports, and critical incident investigations sections of this contract;

e. If the Contractor manages a Person’s personal finances, provisions for the management of each Person’s personal finances including: compliance with all Person’s personal finances requirements pursuant to this contract; how the Contractor will ensure compliance with all current regulation and policies of the Social Security Administration; and ensuring Persons do not continuously owe the Contractor money due to emergency situations; and

f. With the exception of Personal Budget Assistance and Chore and Homemaker services, how the Contractor will comply with Utah Administrative Code, Rule R539-4 with regard to BSPs and behavior intervention procedures.

**4. External Quality Monitoring Process**

The Contractor shall cooperate with review and requirements from the DHS quality management team. If DHS identifies a deficiency that requires a Corrective Action Plan from the Contractor, the Contractor shall:

a. Submit to the DHS quality management team a written Corrective Action Plan that responds to each identified deficiency according to the instructions provided by the DHS quality management representative;

b. Submit the response within the required timeframes; and

c. Submit a revised Corrective Action Plan within 5 business days if the Contractor’s response is determined unacceptable by DHS.

If a revised Corrective Action Plan is determined to be unacceptable by DHS, the Contractor may receive sanctions pursuant to the terms of this contract. The Contractor may appeal sanctions to the DHS Office of Quality and Design.

**5. Human Rights Plan**

With the exception of Chore and Homemaker services and Personal Budget Assistance, the Contractor shall have a Human Rights Plan that includes:

a. Procedures for training Persons and staff on Persons’ rights;

b. Procedures for prevention of abuse and rights violations;

c. Processes for restricting rights when necessary;

d. Processes to review supports that have high risk for rights violations;

e. Responsibilities of the Contractor’s Human Rights Committee, which include the review of rights issues related to the supports the Contractor provides, and recommendations to the Person and the Person’s team regarding the Person's human rights. The Contractor’s Human Rights Committee shall maintain minutes of its proceedings, and shall disclose those minutes to any state or federal auditor, reviewer, or DHS representative within 24 hours of request;

f. Provisions for all Persons served by the Contractor to have the right to request a review by the Contractor’s Human Rights Committee concerning supports or services to the Person; and

g. Provisions to ensure that the Contractor will support any court ordered human rights restrictions without violating any other of the Person’s human rights unless authorized by the Contractor’s Human Rights Committee.

**6. Person’s Discharge Procedure**

a. If the Contractor is initiating the discharge of a Person from its services, the Contractor shall provide verbal and written notification 30 days prior to the intended discharge date to the Person and the Person’s SC.

b. The Contractor shall continue to provide services to the Person for an additional 90 days after the Contractor initiates the Person’s discharge, if directed to by the DSPD Director, to ensure the Person’s health and safety and to allow time for the Person to transition services to another provider. If there are concerns regarding the health and safety of the Person or other people, or there are other considerations, the Contractor may appeal this extension to the DSPD Director.

c. If a Person discharges from services with the Contractor, the Contractor shall submit a discharge summary to the Person’s SC at time of discharge. The Contractor shall include in the summary the following: reason for the discharge; summary of services provided; the name and title of the Contractor’s staff preparing the summary; a statement of reasonable obligations related to the discharge of services including any obligations the Person may have for liabilities to the Contractor; and an inventory of any returning medication.

**7. Health Support Policies and Procedures**

The Contractor shall take reasonable measures to ensure the health and safety of Persons it serves. The Contractor shall have policies and procedures that address supporting Persons’ health and medical needs.

a. The Contractor shall maintain and document the following medical information in the Person’s record for all services that involve direct support to Persons:

(1) Medical concerns, serious illnesses or allergies the Person suffers from, and chronic conditions and complaints;

(2) Swallow reflex issues;

(3) Authorization for any emergency medical treatment needed; and

(4) Any advanced directives.

b. If the Contractor will support Persons in their self-directed, self-administration of prescription medication, the Contractor shall ensure that its policies and procedures address the following:

(1) Ensure medications are properly stored according to the Person’s needs and capabilities, as determined by the Person’s PCPT;

(2) Prevention of theft and abuse of medication;

(3) Training and explanation to the Person regarding the prescribed medication indication, the correct dose, how to properly administer the medicine, and the schedule for taking the medication according to the prescription and directions of the health care professional;

(4) Supervision of the Person while the Person takes their medication, according to their needs; and

(5) That the staff that observes or assists the Person with medication documents the following in the Person’s record: time and date the medication was taken; name of the medication taken; reason the medication was taken if the medication is an “as needed” (“**PRN**”) medication; the route the medication was administered; and the staff that observed the medication administration.

c. If the Contractor provides Residential Habilitation Services (“**RHS**”), Professional Parent Supports (“**PPS**”) or Host Home Supports (“**HHS**”), or otherwise has primary responsibility for the Person’s medication, the Contractor shall ensure that its policies and procedures also address the following:

(1) The Person’s prescription medication must be packaged and dispensed to the Person by a licensed pharmacy using dose packaging when such packaging is available. If dose packaging is not available, the Contractor may provide medication supports with medication that is dispensed in the original and lawful packaging of the medication with prior written approval from the DSPD Director or designee;

(2) Disposal of medications;

(3) Process to ensure the transfer of prescription medication for services provided to the Person by a school or another service provider;

(4) Provisions to report or address the discovery of any prescribed medication errors. Medication errors include a suspected or actual missed dose and misadministration of medication, including taking medication at the wrong time when timing is important in the proper administration of the medicine; and

(5) Enhanced process for monitoring the dispensing, tracking, and written documentation in Person’s medical data sheet of Schedule II- IV medication under Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, U.S.C. Title 21, Chapter 13, Subchapter I, Part I, Part B § 812, such as Benzodiazepines, Opiates, and PRN medication. The enhanced process for monitoring must include provisions for ensuring the medication count is accurate, and for theft and abuse prevention.

d. If the Contractor will support Persons in their self-directed, self-administration of prescription medication, the Contractor shall ensure that the Person’s record includes: the name and purpose of each medication the Person is taking; instruction regarding routes of administration and dosage for each medication the Person is taking; medication adversities, side effects, and indications of an effect or adverse reaction for each medication, including if there is a possibility that medication taken may contribute to swallowing difficulties or enhance the prospects of choking; and documentation of compliance with medication administration requirements.

e. If the Contractor provides RHS, PPS, or HHS, or has primary responsibility for the Person’s health care needs, the Contractor shall ensure the Person receives training for and assistance with identifying primary health care professionals within their Medicaid and private insurance, and seeking and obtaining routine and acute medical, dental, psychiatric, or other health related services as specified in the Person’s PCSP and covered by the Person’s Medicaid or private insurance plan.

f. If the Contractor provides Supported Living Hourly (“**SLH**”), RHS, PPS, or HHS to the Person, and the Person attends school or receives day supports or overnight respite services from a different provider, the Contractor shall:

(1) Ensure that each school, day services provider, and overnight respite agency receives the Person’s current relevant health and medical information, and relevant changes from the Contractor; and

(2) Collaborate and communicate with each school, day services provider, and overnight respite agency to receive relevant health and medical changes that have arisen during the services provided by the other agency.

g. If the Contractor provides the Person’s day services or overnight respite services and is receiving the Person’s health and medical information from the Person’s RHS, PPS, HHS, or SLH agency, the Contractor shall:

(1) Ensure relevant health and medical changes that have arisen during services provided are documented in the Person’s record, and provided to the other service provider;

(2) Collaborate and communicate with the other service provider to receive the Person’s current health and medical information and relevant changes; and

(3) Maintain and document the following additional health and medical information in the Person’s record if it is providing RHS, PPS, HHS, SLH, overnight respite, or if the Contractor is primarily responsible for the Person’s medical needs:

(a) Medical and/or dental examinations performed, including assessments or treatments;

(b) Current condition and diagnoses for which the Person is receiving care from a healthcare professional;

(c) Surgeries, accidents, injuries, and incidents requiring first aid and a referral to a health care professional or a healthcare facility;

(d) Immunizations; and

(e) Significant changes in health.

**8. Staff Records**

The Contractor shall maintain staff records for its entire staff. In addition to any other documentation required by this contract, the Contractor shall include the following in each staff’s record:

a. The staff’s name, addresses, and telephone number;

b. References, including the names and contact information for the references, and documentation of at least two references checks;

c. Results of background checks completed through the DHS Office of Licensing;

d. A current and signed DHS Provider Code of Conduct;

e. Record of successfully completed trainings;

f. Copies of educational transcripts, degrees, licenses, and certifications, when applicable, to substantiate staff qualifications;

g. Copies of regular performance evaluations;

h. Medicaid Disclosure Forms found on the DSPD webpage; and

i. Evidence of Medicaid Fraud Exclusion check. The Contractor shall complete checks at http://exclusions.oig.hhs.gov/Default.aspx.

**9. Person’s Records**

The Person’s records are the property of DSPD and the State of Utah. The Contractor shall maintain a separate record for each Person receiving services. The Contractor shall update the Person’s record at least annually and upon a material change in the Person’s circumstances. In addition to documentation required by this contract, the Person’s record shall include:

a. The Person's name, address, phone number, birth date, identification number, and, if applicable, Medicaid number;

b. The Person’s SC name, email, and phone number;

c. A current photograph of the Person taken within the last 5 years;

d. The name, address, and phone number of the Person's representative or guardian, if any, and name, address, and phone number for the Person’s emergency contacts, including instructions on how to contact them;

e. The name and phone number of the Person’s primary health care professional, medical specialist, health care professional prescribing medication, if any, and medical insurance information;

f. Documentation of approved charges or expenses placed against the Person’s funds for reimbursement to the Contractor for property damages for which the Person is held responsible;

g. Documentation for all services provided and billed. The Contractor shall ensure that documentation for all services pursuant to this contract complies with Medicaid requirements. The Contractor shall ensure that written documentation of service delivery includes:

(a) The name of the Person served;

(b) The name of the Contractor and the Contractor's staff member who delivered the service;

(c) The specific service provided;

(d) The date and time the service was provided;

(e) The amount of time spent delivering the service; and

(f) Progress notes describing the Person’s response to the service.

h. Person Centered Planning documentation according to the Person Centered Planning section of this contract;

i. The Person’s admission and discharge dates;

j. Pertinent legal documents including: Human Rights Committee and Behavior Peer-Review Committee documentation; Guardianship/legal representation appointments; and any other relevant legal documents;

k. A statement signed by the Person and the Person’s representative, if applicable, verifying that the Contractor both explained and provided them with a copy of its grievance policy and procedures;

l. The Person’s medical information relevant to providing services to the Person, as required pursuant to the Health Supports Policies and Procedures section of this contract, and as identified in the individual service code descriptions; and

m. All of the Person’s individualized plans.

**10. Operational Records**

The Contractor shall maintain documentation of current compliance with zoning, Life Safety Code, and health and fire safety requirements for licensure, when applicable.

**11. Electronic Visit Verification**

The Contractor shall comply with Electronic Visit Verification requirements as outlined in section 12006 of the 21st Century Cures Act for all instances of service delivery for each of the following services: Chore; Companion; Homemaker; Respite (with the exception of RP4, RP5, RPS); Supported Living; and Personal Assistance.

**12. Medicaid Provider Requirements**

The Contractor shall enroll to be a Medicaid provider. DHS may assist the Contractor to enroll in Medicaid, but the Contractor is responsible to comply with all policies and procedures in the Utah Medicaid provider manual and Medicaid Information Bulletins in effect when services are rendered. The Contractor shall comply with all appropriate and applicable state and federal rules and regulations.

The Contractor shall:

a. Provide DSPD with complete and correct Medicaid Provider documents within three business days of a written request from DSPD;

b. Notify DSPD at dspdprismliaison@utah.gov of any changes to its Medicaid data. The Contractor shall provide notification of changes to its phone number, address, and email address within three business days of a change. The Contractor shall provide notification of changes to its ownership, legal corporate name, and employer tax identification number at least 30 calendar days prior to the change;

c. Participate in DOH and DSPD Medicaid Provider trainings;

d. Maintain compliance with the current CMS HCBS rules (R414-519), and DOH Medicaid Provider Manual and Medicaid requirements;

e. Ensure and maintain staff completion of the Medicaid Disclosure form at time of hire and annually thereafter. If staff discloses any information on the Medicaid Disclosure form in violation to confidentiality requirements, the Contractor shall immediately notify DSPD and DOH. The Medicaid Disclosure form may be found on the Utah Medicaid website; and

f. Document the delivery of **all services** in accordance with the records requirements of this contract.

**13. Contractor Data**

a. The Contractor shall notify the DHS contract team in writing at least 30 days prior to any Contractor data changes. Contactor data includes: legal business name; legal business address; mailing address; email; phone number; Employer Identification Number; tax classification; and Contractor’s contract representative’s contact information including: name, phone number, and email.

b. In an emergency situation (e.g., an email needing to be changed due to breach of security, or the Contractor representative changing unexpectedly), the Contractor shall notify DHS in writing of a Contractor data change within one business day.

**14. Governing/Policy Making Board**

If the Contractor is governed by a governing or policy-making board, the Contractor shall:

a. Maintain the by-laws of its organization and its governing board;

b. Convene meetings of its board at least quarterly or more frequently if the need arises;

c. Maintain minutes of the proceedings of that board that include the membership of the board and the attendees at each board meeting; and

d. Disclose its bylaws and minutes within one business day of request to any state or federal auditor or reviewer, DHS, or DSPD representative.

**I. General Service Requirements:**

The Contractor shall comply with the following general service requirementsin addition to specific service requirements for individual service codes in this contract.

**1. Transportation**

When required to provide transportation, the Contractor shall:

a. Provide routine transportation and assist the Person in accessing the community for services, resources, and activities based on the Contractor’s and the Person’s PCPT’s reasonable and professional judgement;

b. Prior to staff providing transportation services, have and maintain annually thereafter written documentation of the transportation staff’s: driving record; current, valid driver’s license; and for staff providing transportation in their own vehicle, the staff member’s current auto insurance (unless the Contractor’s auto insurance covers the employee’s personal vehicles), and current vehicle registration; and

c. Ensure its staff providing transportation are trained to ensure that:

(1) Persons are not left unattended in the vehicle;

(2) Persons use seat belts and remain seated while the vehicle is in motion;

(3) Keys are removed from the vehicle when the driver is not in the driver’s seat unless the driver is actively operating a lift on the vehicle that requires the keys to be in the ignition to operate the lift;

(4) Persons in wheelchairs use seat belts or locking mechanisms to immobilize the wheelchair during travel;

(5) Persons are transported in safety restraint seats when required by law;

(6) Vehicles used for transporting Persons have working door locks, and doors are locked while the vehicle is moving;

(7) Persons arrive safely at the arranged destination and as close to the scheduled time as reasonably possible; and

(8) No Persons are left alone to or from destinations, even in emergency situations or when the health and safety of others may be in question.

**2. Person Centered Planning**

 The Contractor shall:

a. Be an active member of the PCPT;

b. Participate in developing the PCSP;

c. Support the Person and their family to participate in the PCSP to the greatest extent possible and assist the Person, their family, and the SC to ensure that the process is anchored in the Person’s desires, interests, and needs, and those of their family and legal representative; and that the resultant PCSP reflects the Person’s priority desires, interests, and needs. The Contractor shall ensure that the Person is supported to lead their own meeting to the greatest extent possible;

d. Comply with the requirements of the Person’s PCSP;

e. Develop Support Strategies for the Person for the goals of the PCSP, “**Support Strategy**” means a set of instructions regarding what will be done to assist a Person to achieve a goal in their PCSP or to meet another need identified in their PCSP. It is primarily written to provide direction to direct support staff in supporting the Person in their plan, and typically also identifies required documentation related to the goal. The Contractor shall ensure that all services are associated with at least one Support Strategy except for the following services: Extended Living Supports, Motor Transportation Payment, Personal Budget Assistance, Professional Medication Monitoring, and Respite. The BSP is the Support Strategy for Behavior Consultation;

f. Submit Support Strategies to the Person’s SC within 30 days from the date the PCSP is activated with the exception of the BSP, which shall be submitted to the SC within the timelines outlined in the Behavior Consultation service descriptions;

g. Implement the applicable portions of the Person’s PCSP, including the PCSP document (with the action plan); Support Strategies; and the BSP;

h. Orient the Person to the part of the PCSP applicable to the Contractor and ensure the Person is involved in the implementation of the PCSP;

i. Create a written monthly summary for each Person the Contractor provides services to which includes:

(1) Name of the Person;

(2) Each service the Contractor provides to the Person;

(3) Date range the monthly summary covers;

(4) General summary of services provided, which may include the Person’s status and response to services, and notable events and activities related to the services provided;

(5) Information that indicates the progress toward each goal except as related to the following services: Extended Living Supports, Motor Transportation Payment, Personal Budget Assistance, Professional Medication Monitoring and Respite; and

(6) Name of the staff writing the monthly summary.

The Contractor may format the monthly summary as a single summary or multiple summaries (e.g., separated by service or goal). For Personal Budget Assistance, the required monthly financial statement is the monthly summary. For Behavior Consultation, the Contractor shall ensure that the monthly summary also meets the requirements in the Behavior Consultation section of this contract. The Contractor shall submit monthly summaries to the Person’s SC at least 15 calendar days after the end of the month.

j. Assist with the Person’s assessments and conduct assessments as agreed upon or where contractually required; and

k. Meet with the PCPT to review the Person’s services and support needs and make adjustments as necessary based on the Person’s needs. The Contractor shall meet with the PCPT at least annually, within 12 months of the last PCSP meeting, or more often as determined by the Person or other members of the Person’s PCPT.

**3. Protective Service Investigations**

 The Contractor shall:

a. Cooperate in all DHS protective service investigations until the investigation is completed and a determination is made;

b. Immediately notify DSPD and DHS, Division of Aging and Adult Services, Adult Protective Services (“**APS**”) in cases of adult Persons, or DHS, Division of Child and Family Services, Child Protective Services (“**CPS**”) in cases of minor Persons, of instances in which a Person or any other individual alleges abuse, neglect, or exploitation; and

c. Immediately ensure that individuals involved in an allegation are not allowed to have any unsupervised contact with the Person until the investigation is completed and a determination is made unless superseded by a recommendation from APS or CPS.

**4. Fatality Notifications and Reviews**

a. Upon discovery of the death of a Person receiving its services, the Contractor shall notify the Person’s family, the Person’s SC, and the DSPD Waiver Manager at waivermanager@utah.gov by the end of the next business day.

b. The Contractor shall comply with the DHS fatality review process and shall immediately furnish any information or documents requested by the DHS Fatality Review Committee upon the death of a Person who meets the following criteria:

(1) The Person resided or participated at a facility or program owned or operated by the Contractor providing residential services;

(2) The Person resided outside the family home and received support services within 12 months prior to the date of death;

(3) The Person resided at home and died while receiving services pursuant to this contract; or

(4) Any Person whose death the DSPD Director or designee or the Office of Quality and Design Director requests be reviewed.

**5. Critical Incident Reports and Investigations**

a. The Contractor shall monitor for the occurrence, reporting, and mitigation of incidents that affect the health and safety of Persons.

b. Within 24 hours from discovery of an incident requiring an incident report, the Contractor shall initiate an incident report entry into UPI. This UPI entry will automatically notify the Person’s SC.

c. Within 24 hours from discovery of an incident requiring an incident report, the Contractor shall notify the Person’s guardian by telephone, email, or face to face contact.

d. Within 5 business days from discovery of the incident, the Contractor shall complete the detailed incident report in UPI, include any additional information available, and report mitigating or follow up actions taken.

e. The Contractor shall review and comply with the mandatory reporting requirements of Utah Code §62A-3-305 and §62A-4a-403 by immediately notifying DHS, Adult Protective Services intake, Child Protective Services intake, or the nearest law enforcement agency of actual or suspected incidents of abuse, neglect, exploitation, or maltreatment of Persons.

f. With incidents of actual or suspected abuse, neglect, exploitation, or maltreatment of Persons, the Contractor shall document on the incident report in UPI that prevention strategies have been or will be developed and implemented when applicable.

g. Incidents involving Persons are categorized into 3 levels: Level III Incidents, Level II Critical Incidents, and Level I Critical Incidents. The following listed incidents are not inclusive. The Contractor shall submit an incident report into UPI for all of the following listed incidents and other incidents comparable to the listed incidents.

(1) Level III Incidents include:

(a) Person missing for at least 2 hours;

(b) Injuries requiring medical treatment at a medical clinic or emergency room;

(c) Self-injurious behaviors requiring medical treatment;

(d) Instances of any institutional admittance such as admittance to a nursing facility or hospital for medical or psychiatric reasons;

(e) Suspected or known instances of abuse, neglect, or maltreatment, where medical treatment is not required;

(f) Any property destruction attributed to the Person with damages of $500 or more;

(g) Drug or alcohol abuse;

(h) Suicide threats when the Person does not have services and supports in place or is not already receiving treatment;

(i) Aspiration or choking not resulting in hospitalization;

(j) Use of Emergency Behavioral Interventions as defined by R539-4-6;

(k) Use of restraints or a seclusion room, even when identified in the Person’s Behavior Support Plan;

(l) Law enforcement involvement resulting in no charges being filed against the Person;

(m) Errors relating to the Person’s medication which resulted in the Person experiencing adverse side effects requiring medical treatment at a medical clinic or emergency room;

(n) Evidence of seizure or seizure-like behavior with no existing seizure diagnosis; and

(o) Any emergency room visits.

(2) Level II Critical Incidents include:

(a) Suspected or known abuse, neglect, or maltreatment resulting in medical treatment at a medical clinic or emergency room;

(b) Exploitation of the Person’s funds;

(c) Law enforcement involvement resulting in charges filed against the Person, or the Person is incarcerated;

(d) Unexpected admissions to a hospital;

(e) Suicide attempts that did not result in the Person being admitted to the hospital; and

(f) A compromised working or living environment requiring evacuation (e.g., roof collapses, fire, gas leak).

(3) Level I Critical Incidents include:

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

(b) Suicide attempts that resulted in the Person being admitted to the hospital;

(c) Human rights violations that include unauthorized use of physical, mechanical, or chemical restraints, seclusion rooms, and infringement of personal privacy rights experienced by the Person that would otherwise require a human rights review process;

(d) Errors relating to a Person’s medications that resulted in the Person being admitted to the hospital;

(e) Person missing for at least 24 hours, or regardless of the number of hours missing, when a missing Person is believed to be in danger because of the Person’s age, health, mental or physical disability; the environment or weather; the Person potentially being in the company of dangerous individuals; or some other factor that places the Person in peril;

(f) Unexpected death of the Person. All deaths are unexpected with the exception of the Person receiving hospice care and deaths due to natural causes, general system failure, or terminal or chronic health conditions;

(g) Unexpected hospitalizations, serious burns, self-injurious behaviors, or injuries resulting in loss of physical or mental function such as a loss of limb, paralysis, brain injury, or hospitalization for memory loss experienced by the Person;

(h) Incidents that involve alleged or confirmed waste, fraud, or abuse of Medicaid funds by either a provider or a recipient of Medicaid services; and

(i) Incidents not directly involving a specific Person receiving services, but which involve DSPD Contractors, staff of Contractors, or facilities of Contractors. The Contractor shall report such incidents to DHS Incident Reporting Team and may require a critical incident investigation but not a Person-specific incident report.

h. The Person’s SC or DHS may request additional information from the Contractor regarding any incident report. The Contractor shall respond to the request with written documentation within five business days of the request.

i. The Contractor and its staff shall support any investigation and mitigation activities taken by DHS, DOH, or the Person’s SC by providing any additional information requested, cooperating with any requests regarding incidents, and documenting the incident report as needed or requested in UPI.

**6. Use of UPI**

 The Contractor shall:

a. Complete the DSPD form “0-9 USTEPS Provider Interface (UPI) Provider Company Designee Access Form”;

b. Complete the DSPD form “0-8 USTEPS Provider Interface (UPI) Individual User Access Form” for at least one staff;

c. Ensure that access to UPI is granted only to staff that need to know the information in UPI to provide professional treatment or coordinate DSPD services;

d. Ensure staff with UPI access are trained in HIPAA privacy requirements;

e. Approve or reject the DSPD Service Authorization Form 1056 through UPI within 15 business days of the creation of a new or adjusted DSPD 1056;

f. If the Contractor rejects the 1056, coordinate with the Person’s SC to either adjust the DSPD 1056, or start the process to discharge the Person from receiving services from the Contractor and transition to a different contractor;

g. Monitor the use of services by the Person to ensure that the utilization of services complies with the approved 1056. If the Person is at risk of exhausting the units allocated in the 1056, the Contractor shall notify the Person’s SC and arrange for appropriate changes to be made to the Person’s PCSP;

h. Use the UPI “Provider Organization” section to create and maintain a Contractor organizational group structure that will restrict UPI users from seeing Person information not required to provide professional treatment or coordinate DSPD services;

i. Assign and maintain staff with UPI access to the appropriate organizational groups;

j. Assign and maintain each staff with UPI access, email, and notification preference;

k. Assign and maintain each Person to the appropriate organizational groups;

l. Remove terminated staff from the “Provider Organization” within one business day of termination;

m. Remove staff from an organizational group within one business day of the staff no longer needing to know the information in UPI to provide professional treatment or coordinate DSPD services;

n. Remove a Person from the “Provider Organization” when the Contractor is no longer providing services to that Person, and has completed all business requiring the Person to remain in the “Provider Organization”;

o. Conduct and document an annual review of all staff with UPI access to ensure all staff with UPI access have the correct UPI access and the UPI Provider Organization is correct and current; and

p. Notify DSPD USTEPS team within one business day of the termination of staff with UPI access.

**7. Persons’ Personal Funds**

a. The Contractor shall ensure Persons have access to and control over their personal funds to the greatest extent possible based on Person’s need, Social Security Administration requirements (when relevant), and as determined by the PCPT.

b. The Contractor and its staff shall NOT loan or give money to a Person unless there is an emergency situation. If there is a loan, the Contractor shall:

(1) Notify the Person’s SC within 24 hours of resolving the emergency and seek the PCPT’s approval;

(2) Document and maintain a loan record. The Contractor shall maintain the loan record current until the loan is paid in full. The Contractor shall include the following in the loan record: the PCPT’s written approval of the loan; reason for the loan; receipts for amount owed; and current accounting of loan including payments and the current balance;

(3) Provide the loan record on a monthly basis to the Person, the Person’s legal guardian, and the Person’s SC. The Contractor shall also provide the loan record to other authorized individuals upon request;

(4) Ensure the Person’s current needs such as food, shelter, and clothes are met prior to any loan repayments;

(5) Coordinate and cooperate with the Person’s SC and legal guardian including providing additional documentation, or access to documentation, to resolve any concerns related to the loan;

(6) Ensure loans from the Contractor to Persons of $2,000 or more are disclosed to the DHS Quality Assurance team annually for review;

(7) If the Contractor or SC no longer provides services to the Person, inform the new Contractor or SC of the loan balance. The loan will continue to be part of the DHS Quality Assurance team annual review for the Contractor where the loan originated until the loan is paid in full; and

(8) Notify the Person when the loan is paid in full.

c. Purchasing or splitting the cost of durable goods between two or more Persons is discouraged. The Contractor shall ensure any splitting that occurs is fair, and shall establish a process to account for the purchase that is agreeable to all parties and includes provisions for fair reconciliation if a situation arises where one Person is no longer able to use the goods (e.g., if the Person moves).

d. The Contractor shall NOT:

(1) Allow the Person to make purchases for the Contractor and its staff or from the Contractor and its staff; and

(2) Accept or receive money from the Person unless the Contractor has received prior approval in writing from the Person’s PCPT and the money is for: a repayment of an approved loan given to the Person from the Contractor due to an emergency situation; reimbursement to the Contractor for destruction of property from the Person; room and board charges; or reasonable charges or fees to participate in dances, dinners, parties, or related activities organized by the Contractor.

**8. Nutritional Requirements**

a. If the Contractor provides Persons with SLH, RHS, PPS, HHS, or overnight respite, the Contractor shall ensure Persons have kitchen privileges, including access to food and ingredients. The Contractor may only limit kitchen privileges if approved by the Contractor’s Human Rights Committee and it is in the best interest of the Person’s health.

b. The Contractor shall support the Person to meet basic nutritional standards and shall account for the Persons’ special diets, food preferences, appetite, and customs.

9. The Contractor shall support UCA 62A-5-103.3 Employment First Priority.

10. The Contractor shall utilize available assistive or adaptive equipment and technology when provided or arranged for through insurance or private means, and doing so will enhance the Person’s freedom and will not adversely affect the Person’s health and safety.

11. The Contractor shall not bill for any days during which the Person is an inpatient in a hospital. The Contractor may bill and be paid for the date of the Person's discharge, at the Contractor's discretion.

12. If the Contractor is the Person’s payee representative, the Contractor shall comply with all elements in the individual service code description for Personal Budget Assistance.

13. The Contractor shall only bill DSPD for services and amounts as identified in the approved 1056.

14. The Contractor shall ensure the Person has a choice of the services they receive and of the provider agencies providing the services.

**J. General Service Limitations:**

The Contractor shall **NOT**:

1. Bill DSPD for transportation of the Person under a transportation or mileage code (such as Motor Vehicle Transportation):

a. To medical appointments or a medical facility;

b. If practical and safe transportation for the Person is available from any other source; or

c. If the individual service code description includes transportation.

2. Bill DSPD for any services otherwise covered by the Utah Medicaid State Plan;

3. Bill DSPD for the cost of facility or vehicle maintenance, upkeep, or improvement;

4. Bill DSPD for services provided to the Person and paid for by the State of Utah Division of Vocational Rehabilitation;

5. Bill DSPD for services provided to the Person and paid for by the Person’s Local Education Authority;

6. Provide or bill DSPD for multiple services pursuant to this contract at the same time during the same day with the exception of the following services:

a. Behavior Consultation I, II, and III;

b. Professional Medication Monitoring by a Licensed Practical Nurse, or by a Registered Nurse;

c. Personal Budget Assistance; and

d. Any other service that contains elements of service provision that are billable when provided outside the presence of the Person.

7. Bill DSPD for any services in a Nursing Facility or Intermediate Care Facility for People with Intellectual Disabilities;

8. Bill DSPD for the Person’s personal needs costs including rent, utilities, food, and other personal needs;

9. Bill DSPD for any services prior to receiving an approved 1056; and

10. Be or become the legal guardian of any Person.

BEHAVIOR CONSULTATION I – DHS SERVICE CODE: BC1

**A. General Description:** Behavior Consultation I (“**BC1**”) provides supports to Persons with mild behavior problems by developing behavior interventions that increase the Person’s ability to be integrated into the community.

**B. Direct Service Requirements:**

The Contractor shall:

1. Provide services to Persons whose targeted behavior includes behavior problems such as mild aggression; property destruction; problems with eating; problems with toileting; or other comparable behavior problems;

2. Provide services to Persons whose target behavior level is: emerging; annoying; worrisome; objectionable; singular, but not dangerous; interfering with learning; or interfering with social relationships;

3. Ensure services are based on positive behavior supports and applied behavior analysis;

4. Comply with Utah Administrative Code, Rule R539-4;

5. Complete a Functional Behavior Assessment (“**FBA**”) of the Person’s target behavior.

a. Depending on the individual needs of the Person, the Contractor may use different validated assessment tools and processes to complete the FBA.

b. The Contractor shall:

 (1) Include the following in the FBA, documented in writing:

(a) Description of the assessment process used;

(b) Description of the problem behaviors, including an operational definition for each target behavior;

(c) Prediction of the circumstances in which the problem behavior is most likely to occur;

(d) Identification of the function of the problem behavior;

(e) Date the assessment was conducted;

(f) Name of the BC1 staff completing the assessment;

(g) Name of others involved, if applicable; and

(h) Name of the Person being assessed.

(2) Complete the initial FBA prior to development of the BSP, and within 30 days of approval from DSPD to provide BC1 services;

(3) Complete a reevaluation and update to the Person’s FBA within 30 days of written request from the Person’s SC, PCPT, or as indicated by the Contractor’s monthly summary;

(4) Submit completed FBAs to the Person’s SC; and

(5) Maintain the FBA in the Person’s file.

c. When the Contractor completes an FBA for a Person who has had a substantial life change such as a new living situation, and baseline data is being gathered, the Contractor may complete an initial, non-comprehensive FBA as long as all safety issues are addressed. The Contractor shall complete a comprehensive FBA within 60 days after the initial FBA. If updates are needed, the Contractor shall complete revisions to the FBA within 30 days of the change.

6. Be responsible for the development, implementation, and training of the BSP. The Contractor shall:

a. Ensure the BSP emphasizes a positive approach with treatment designed to effectively acquire and maintain adaptive behaviors and prevent problem behaviors;

b. Reevaluate the BSP each month to analyze the effectiveness of the interventions, and reassess or adjust the BSP as needed;

c. Include the following in the BSP, documented in writing:

(1) Summary or hypothesis statements that clarify the antecedent-behavior-consequence relationships:

(a) Describing the critical problem behavior;

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

(c) Identifying the function of the problem behavior.

(2) Baseline data with the date the data was collected;

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

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

(5) Clearly written and detailed behavioral intervention procedures clearly to ensure consistent implementation by staff/supporters addressing the following areas:

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

(b) Planned responses for when the problem behavior occurs. This includes safety issues and efforts to minimize reinforcement for the problem behavior;

(c) Teaching or increasing replacement behaviors; and

(d) When appropriate, generalization, maintenance, and fading procedures.

(6) Name and title of the BC1 staff who developed the BSP;

(7) Name and title of the staff responsible for supervising the implementation of the BSP;

(8) Graphed data of the primary problem behaviors, updated at least every 3 months for visual analysis;

(9) Provision for monitoring the implementation of the BSP;

(10) Provisions for training of family and staff who provide supports to the Person; and

(11) Provisions for monthly evaluation of the effectiveness of the BSP and reassessment of the BSP as needed.

d. Ensure that any rights restrictions or modifications to settings requirements due to the BSP comply with the modification requirements outlined in Utah Administrative Code R414-519-2, 8 (g);

e. Complete the BSP within 30 days of completion of the FBA. If the FBA is completed when a Person has had a substantial life change such as a new living situation, and baseline data is being gathered, the Contractor may complete an initial, non-comprehensive BSP as long as all safety issues are addressed. The Contractor shall complete a comprehensive BSP within 60 days after the initial FBA. If updates are needed, the Contractor shall complete revisions to the FBA within 30 days of the change;

f. Complete a reevaluation and update to the Person’s BSP within 30 days of written request from the Person’s SC, PCPT, or as indicated by the Contractor’s monthly summary;

g. Submit completed BSPs to the Person’s SC, family, staff, or any other individual involved in the implementation of the BSP. The Contractor may give staff an instruction sheet that includes only the relevant information necessary for their role in implementation of the plan; and

 h. Maintain the BSP in the Person’s file.

7. Provide consultation and training on implementation of the BSP to the Person’s family, staff, and any other individual involved in the implementation of the BSP;

8. Create a monthly summary for each Person who receives BC1 services. In addition to the monthly summary requirements contained in the general section of this contract, the Contractor shall include the following in its BC1 monthly summary:

a. Name of the staff providing services;

b. Summary of data collected regarding problem behaviors to decrease, replacement behaviors to increase, and other incidents or pertinent information relevant to the BSP. If applicable, the Contractor shall include any updates on the progress toward recommendations from the preceding monthly summary;

c. Evaluation of the effectiveness of the BSP; and

d. Recommendations for changes in the BSP, other needed behavior consultation services, related activities, or a statement that the BSP needs to be continued as written.

9. Provide services at the Person’s residence; a programmatic setting; or another naturally occurring environment in the community;

10. Be the Person’s sole provider of all behavior consultation services pursuant to this contract and prescribed in the Person’s PCSP unless prior written approval of an exception has been given by the PCPT. The Contractor shall ensure that this written approval documents the justification for this exception and demonstrates how the exception is person-centered; and

11. If the Person has more than one BC staff, ensure that the Person’s services are coordinated so that interventions are consistent across settings.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Include any of the following as part of the BSP:

a. Corporal punishment, including slapping, hitting, or pinching;

b. Demeaning speech to Persons that ridicules or is abusive;

c. Locked confinement in a room;

d. Use of electric devices or other painful stimuli to manage behavior;

e. Denial or restriction of access to assistive technology, except where removal prevents injury to self, others, or property; and

f. Withholding of meals as a consequence or punishment for problem behavior.

2. Provide direct care to the Person;

3. Provide transportation of the Person; and

4. Develop, revise, or evaluate intrusive behavior interventions. Intrusive behavior intervention procedures are outlined in Utah Administrative Code, Rule R539-4.

**D. Specific Staff Qualifications**: The Contractor shall submit to DHS documentation of the BC1 staff’s specific staff qualifications based on option A or B below. Written approval from DHS is required prior to the BC1 staff providing services.

1. Option A - The BC1 staff shall:

a. Have at least one year of experience working with people with ID.RC or adults with ABI;

b. Have a bachelor’s degree in a behaviorally related field; and

c. Have a current Utah Division of Occupational and Professional Licensing (“**DOPL**”) license as either:

(1) A Registered Behavior Specialist (“**RBS**”); or

(2) A Registered Assistant Behavior Specialist (“**RABS**”).

2. Option B – The BC1 staff shall:

a. Have at least one year of experience working with people with ID.RC or adults with ABI;

b. Have a bachelor’s degree in a behaviorally related field; and

c. Be exempt from DOPL licensure as listed in Utah Code §58-61-707Exemptions from licensure.

**E. Rate:** BC1 is a quarter hour service.

BEHAVIOR CONSULTATION II – DHS SERVICE CODE: BC2

**A. General Description**: Behavior Consultation II (“**BC2**”) provides supports to Persons with serious, non-life-threatening behavior by developing behavior interventions that increase the Person’s ability to be integrated into the community.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide services to Persons whose targeted behavior includes behavior problems such as those listed in BC1, section B. 1;

2. Provide services to Persons whose target behavior level is: emerging; annoying; worrisome; objectionable; singular, but not dangerous; interfering with learning; interfering with social relationships; serious and severe, however, not potentially life-threating; or complicated by medical or other factors;

3. Ensure services are based on positive behavior supports and applied behavior analysis;

4. Comply with Utah Administrative Code, Rule R539-4;

5. Complete a Functional Behavior Assessment (“**FBA**”) of the Person’s target behavior.

a. Depending on the individual needs of the Person, the Contractor may use different validated assessment tools and processes to complete the FBA.

b. The Contractor shall:

 (1) Include the following in the FBA, documented in writing:

(a) Description of the assessment process used;

(b) Description of the problem behaviors, including an operational definition for each target behavior;

(c) Prediction of the circumstances in which the problem behavior is most likely to occur;

(d) Identification of the function of the problem behavior;

(e) Date the assessment was conducted;

(f) Name of the BC2 staff completing the assessment;

(g) Name of the respondents or others involved, if applicable; and

(h) Name of the Person being assessed.

(2) Complete the initial FBA prior to development of the BSP, and within 30 days of approval from DSPD to provide BC2 services;

(3) Complete a reevaluation and update to the Person’s FBA within 30 days of written request from the Person’s SC, PCPT, or as indicated by the Contractor’s monthly summary;

(4) Submit completed FBAs to the Person’s SC; and

(5) Maintain the FBA in the Person’s file.

c. When the Contractor completes an FBA for a Person who has had a substantial life change such as a new living situation, and baseline data is being gathered, the Contractor may complete an initial, non-comprehensive FBA as long as all safety issues are addressed. The Contractor shall complete a comprehensive FBA within 60 days after the initial FBA. If updates are needed, the Contractor shall complete revisions to the FBA within 30 days of the change.

6. Be responsible for the development, implementation, and training of the BSP. The Contractor shall:

a. Ensure the BSP emphasizes a positive approach, with treatment designed to effectively acquire and maintain adaptive behaviors and prevent problem behaviors;

b. Reevaluate the BSP each month to analyze the effectiveness of the interventions, and reassess or adjust the BSP as needed;

c. Include the following in the BSP, documented in writing:

(1) Summary or hypothesis statements that clarify the antecedent-behavior-consequence relationships:

(a) Describing the critical problem behavior;

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

(c) Identifying the function of the problem behavior.

(2) Baseline data with the date the data was collected;

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

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

(5) Clearly written and detailed behavioral intervention procedures to ensure consistent implementation by staff/supporters addressing the following areas:

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

(b) Planned responses for when the problem behavior occurs. This includes safety issues and efforts to minimize reinforcement for the problem behavior;

(c) Teaching or increasing replacement behaviors; and

(d) When appropriate, generalization, maintenance, and fading procedures.

(6) Name and title of the BC2 staff which developed the BSP;

(7) Name and title of the staff responsible for supervising the implementation of the BSP;

(8) Graphed data of the primary problem behaviors, updated at least every 3 months for visual analysis;

(9) Provision for monitoring the implementation of the BSP;

(10) Provisions for training of family and staff who provide supports to the Person; and

(11) Provisions for monthly evaluation of the effectiveness of the BSP, and reassessment of the BSP, as needed.

d. Ensure that any rights restrictions or modifications to settings requirements due to the BSP comply with the modification requirements outlined in Utah Administrative Code R414-519-2, 8 (g);

e. Complete the BSP within 30 days of completion of the FBA. If the FBA is completed when a Person has had a substantial life change such as a new living situation, and baseline data is being gathered, the Contractor may complete an initial, non-comprehensive BSP as long as all safety issues are addressed. The Contractor shall complete a comprehensive BSP within 60 days after the initial FBA. If updates are needed, the Contractor shall complete revisions to the FBA within 30 days of the change;

f. Complete a reevaluation and update to the Person’s BSP within 30 days of written request from the Person’s SC, PCPT, or as indicated by the Contractor’s monthly summary;

g. Submit completed BSPs to the Person’s SC, family, staff, or any other individual involved in the implementation of the BSP. The Contractor may give staff an instruction sheet that includes only the relevant information necessary for their role in implementation of the plan; and

 h. Maintain the BSP in the Person’s file.

7. Provide consultation and training on implementation of the BSP to the Person’s family, staff, and any other individual involved in the implementation of the BSP;

8. Create a summary each month for each Person who receives BC2 services. In addition to the monthly summary requirements contained in the general section of this contract, the Contractor shall include the following in its BC2 monthly summary:

a. Name of the staff providing services;

b. Summary of data collected regarding problem behaviors to decrease, replacement behaviors to increase, and other incidents or pertinent information relevant to the BSP. If applicable, the Contractor shall include any updates on the progress toward recommendations from the preceding monthly summary;

c. Evaluation of the effectiveness of the BSP; and

d. Recommendations for changes in the BSP, other needed behavior consultation services, related activities, or a statement that the BSP needs to be continued as written.

9. Provide services at the Person’s residence; a programmatic setting; or another naturally occurring environment in the community;

10. Be the Person’s sole provider of all behavior consultation services pursuant to this contract and prescribed in the Person’s PCSP unless prior written approval of an exception has been given by the PCPT. The Contractor shall ensure that this written approval documents the justification for this exception and demonstrates how the exception is person-centered; and

11. If the Person has more than one BC staff, ensure that the Person’s services are coordinated so that interventions are consistent across settings.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Include any of the following as part of the BSP:

a. Corporal punishment including slapping, hitting, or pinching;

b. Demeaning speech to Persons that ridicules or is abusive;

c. Locked confinement in a room;

d. Use of electric devices or other painful stimuli to manage behavior;

e. Denial or restriction of access to assistive technology, except where removal prevents injury to self, others, or property; and

f. Withholding of meals as a consequence or punishment for problem behavior.

2. Provide direct care to the Person;

3. Provide transportation of the Person; and

4. Continue to bill DSPD, or continue to provide BC2 services if the BC2 staff has met the Specific Staff Qualifications under Option C or D, outlined in this individual service code description; and either:

a. The BC2 staff fails any course of the Assistant Behavior Analyst (“**BCaBA**”) course sequence; or

b. The BC2 staff takes longer than the stated timeframe pursuant to the Specific Staff Qualifications under Option C or D, in this individual service code description, to obtain their BCaBA certification or Utah DOPL License as a Licensed Assistant Behavior Analyst (“**LaBA**”).

The Contractor shall provide written notification to the DSPD contract staff if a. or b. above occur.

**D. Specific Staff Qualifications**: The Contractor shall submit to DHS documentation of the BC2 staff’s specific qualifications based on option A, B, C, D, or E below. Written approval from DHS is required prior to the BC2 staff providing services.

1. Option A - The BC2 staff shall:

a. Have at least one year of experience working with people with ID.RC or adults with ABI;

b. Be currently certified through the Behavior Analyst Certification Board (“**BACB**”) as an Assistant Behavior Analyst BCaBA; and

c. Have a current Utah DOPL license as an LaBA.

2. Option B – The BC2 staff shall:

a. Have at least one year of experience working with people with ID.RC. or adults with ABI;

b. Have at least a master’s degree in a behaviorally related field; and

c. Have a current DOPL license as either:

(1) A Registered Behavior Specialist (“**RBS**”); or

(2) A Registered Assistant Behavior Specialist (“**RaBS**”).

3. Option C

a. The BC2 staff shall:

(1) Have at least one year of experience working with people with ID.RC or adults with ABI; and

(2) Be a student enrolled and actively engaged in a BACB approved program leading to certification as a BCaBA. Within 24 consecutive months, the student shall:

(a) Complete and pass all parts of the BCaBA approved course sequence;

(b) Obtain all of the required supervision hours;

(c) Apply for the first available BCaBA certification testing date offered by the BACB;

(d) Pass the BCaBA exam;

(e) Obtain a BCaBA certification;

(f) Obtain DOPL licensure as an LaBA; and

(g) Be supervised by a BCBA who has a current DOPL Behavior Analyst (“**LBA**”) license.

 b. The Contractor shall:

(1) Submit to the DHS contract staff copies of the BC2 staff’s BCaBA certification and DOPL LaBA license within 30 business days of the BC2 staff obtaining them; and

(2) Provide the following documentation to the DHS contract staff as evidence that the BC2 staff meets this qualification option:

(a) School transcript or classroom schedule;

(b) The staff’s supervisor’s BCBA certification and contact information; and

(c) Any other documentation requested by DSPD evidencing compliance with this option.

4. Option D

a. The BC2 staff shall:

(1) Have at least one year of experience working with people with ID.RC or adults withABI; and

(2) Be a student who has completed a BACB approved BCaBA course sequence and is actively accruing supervision hours under the supervision of a BCBA who has a current DOPL LBA license. Within 18 consecutive months the student shall:

(a) Complete the required supervision hours;

(b) Pass the BCaBA exam;

(c) Obtain BCaBA certification; and

(d) Obtain DOPL licensure as a LaBA.

b. The Contractor shall:

(1) Submit to the DHS contract staff copies of the BC2 staff’s BCaBA certification and DOPL LaBA license within 30 business days of the BC2 staff obtaining them; and

(2) Provide the following documentation to the DHS contract staff as evidence that the BC2 staff meets this qualification option:

(a) School transcript or classroom schedule;

(b) The staff’s supervisor’s BCBA certification and contact information; and

(c) Any other documentation requested by DSPD evidencing compliance with this option.

5. Option E – The BC2 staff shall:

a. Have at least one year of experience working with people with ID.RC and/or adults with ABI;

b. Have at least a master’s degree in a behaviorally related field; and

c. Be exempt from DOPL licensure as listed in Utah Code §58-61-707 Exemptions from licensure. The Contractor shall submit to DHS the following as evidence of the exemption:

(1) A letter from DOPL licensure stating the reason for the exemption from DOPL licensure;

(2) The citation of the code as outlined in Utah Code §58-61-707 Exemptions from Licensure, which is relevant to the exemption; and

(3) The relevant DOPL licensure if required with the exemption.

**E. Rate:** BC2 is a quarter hour service.

BEHAVIOR CONSULTATION III – DHS SERVICE CODE: BC3

**A. General Description**: Behavior Consultation III (“**BC3**”) provides supports to Persons with complex, dangerous behavior by developing behavior interventions that increase the Person’s ability to be integrated into the community.

**B. Direct Service Requirements:**

The Contractor shall:

1. Provide services to Persons whose target behavior includes extremely complex or difficult behavior problems;

2. Provide services to Persons whose target behavior level are dangerous, potentially life-threatening, or resistant to change;

3. Ensure services are based on positive behavior supports and applied behavior analysis;

4. Comply with Utah Administrative Code, Rule R539-4;

5. Complete a Functional Behavior Assessment (“**FBA**”) of the Person’s target behavior.

a. Depending on the individual needs of the Person, the Contractor may use different validated assessment tools and processes to complete the FBA.

b. The Contractor shall:

(1) Include the following in the FBA, documented in writing:

(a) Description of the assessment process or the name of a published validated assessment tool used by the BC3 staff;

(b) Description of the problem behaviors including an operational definition for each target behavior;

(c) Prediction of the circumstances in which the problem behavior is most likely to occur;

(d) Identification of the function of the problem behavior;

(e) Date the assessment was conducted;

(f) When intrusive behavior interventions are used:

i. A list of all specific intrusive behavior interventions used;

ii. Rationale for the use of intrusive procedures; and

iii. A plan to eventually discontinue the intrusive intervention.

Intrusive Behavior Intervention procedures are outlined in Utah Administrative Code, Rule R539-4;

(g) Name of the BC3 staff completing the assessment;

(h) Name of others involved, if applicable; and

(i) Name of the Person being assessed.

(2) Complete the initial FBA prior to development of the BSP, and within 30 days of approval from DSPD to provide BC3 services;

(3) Complete a reevaluation and update to the Person’s FBA within 30 days of written request from the Person’s SC, PCPT, or as indicated by the Contractor’s monthly summary;

(4) Submit completed FBAs to the Person’s SC; and

(5) Maintain the FBA in the Person’s file.

c. When the Contractor completes an FBA for a Person who has had a substantial life change such as a new living situation, and baseline data is being gathered, the Contractor may complete an initial, non-comprehensive FBA as long as all safety issues are addressed. The Contractor shall complete a comprehensive FBA within 60 days after the initial FBA. If updates are needed, the Contractor shall complete revisions to the FBA within 30 days.

6. Be responsible for the development, implementation, and training of the BSP. The Contractor shall:

a. Ensure the BSP emphasizes a positive approach with treatment designed to effectively acquire and maintain adaptive behaviors and prevent problem behaviors;

b. Reevaluate the BSP each month to analyze the effectiveness of the interventions, and reassess or adjust the BSP as needed;

c. Include the following in the BSP, documented in writing:

(1) Summary or hypothesis statements that clarify the antecedent-behavior-consequence relationships:

(a) Describing the critical problem behavior;

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

(c) Identifying the function of the problem behavior.

(2) Baseline data with the date the data was collected;

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

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

(5) Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff/supporters addressing the following areas:

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

(b) Planned responses for when the problem behavior occurs. This includes safety issues and efforts to minimize reinforcement for the problem behavior;

(c) Teaching or increasing replacement behaviors; and

(d) When appropriate, generalization, maintenance, and fading procedures.

(6) Name and title of the BC3 staff who developed the BSP;

(7) Name and title of the staff responsible for supervising the implementation of the BSP;

(8) Graphed data of the primary problem behaviors updated at least every 3 months for visual analysis;

(9) Provision for monitoring the implementation of the BSP;

(10) Provisions for training of family and staff who provide supports to the Person; and

(11) Provisions for monthly evaluation of the effectiveness of the BSP, and reassessment of the BSP, as needed.

d. Ensure that any rights restrictions or modifications to settings requirements due to the BSP comply with the modification requirements outlined in Utah Administrative Code R414-519-2, 8 (g). Intrusive behavior intervention procedures are outlined in Utah Administrative Code R539-4. When intrusive behavior interventions are used, they must comply with Utah Administrative Code R539-4, as well as R414-519-2, 8 (g);

e. Complete the BSP within 30 days of completing the FBA. If the FBA is completed when a Person has had a substantial life change such as a new living situation, and baseline data is being gathered, the Contractor may complete an initial, non-comprehensive BSP as long as all safety issues are addressed. The Contractor shall complete a comprehensive BSP within 60 days after the initial FBA. If updates are needed, the Contractor shall complete revisions to the FBA within 30 days;

f. Complete a reevaluation and update to the Person’s BSP within 30 days of written request from the Person’s SC, PCPT, or as indicated by the Contractor’s monthly summary;

g. Submit completed BSPs to the Person’s SC, family, staff, or any other individual involved in the implementation of the BSP. The Contractor may give staff an instruction sheet that includes only the relevant information necessary for their role in implementation of the plan; and

h. Maintain the BSP in the Person’s file.

7. Provide consultation and training on implementation of the BSP to the Person’s family, staff, and any other individual involved in the implementation of the BSP;

8. Create a monthly summary for each Person who receives BC3 services. In addition to the monthly summary requirements contained in the general section of this contract, the Contractor shall include the following in its BC3 monthly summary:

a. Name of the staff providing services;

b. Summary of data collected regarding problem behaviors to decrease, replacement behaviors to increase, and other incidents or pertinent information relevant to the BSP. If applicable, the Contractor shall include any updates on the progress toward implementing recommendations from the preceding monthly summary;

c. Evaluation of the effectiveness of the BSP; and

d. Recommendations for changes in the BSP, other needed behavior consultation services, related activities, or a statement that the BSP needs to be continued as written.

9. Provide services at the Person’s residence, a programmatic setting, or another naturally occurring environment in the community;

10. Be the Person’s sole provider of all behavior consultation services pursuant to this contract, and prescribed in the Person’s PCSP, unless prior written approval of an exception has been given by the PCPT. The Contractor shall ensure that this written approval documents the justification for this exception and demonstrates how the exception is person-centered; and

11. If the Person has more than one BC staff, ensure that the Person’s services are coordinated so that interventions are consistent across settings.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Include any of the following as part of the BSP:

a. Corporal punishment, including slapping, hitting, or pinching;

b. Demeaning speech to Persons that ridicules or is abusive;

c. Locked confinement in a room;

d. Use electric devices or other painful stimuli to manage behavior;

e. Denial or restriction of access to assistive technology, except where removal prevents injury to self, others, or property; and

f. Withholding of meals as a consequence or punishment for problem behavior.

2. Provide direct care to the Person;

3. Provide transportation of the Person; and

4. Continue to bill DSPD or continue to provide BC3 services if the BC3 staff has met the Specific Staff Qualifications under Option C or D, outlined in this individual service code description; and either:

a. The BC3 staff fails any course of the Board-Certified Behavior Analyst (“**BCBA**”) course sequence; or

b. The BC3 staff takes longer than the stated time frame pursuant to the Specific Staff Qualification under Option C or D, in this individual service code description, to obtain their BCBA certification and Utah DOPL License as a Licensed Behavior Analyst (“**LBA**”).

The Contractor shall provide written notification to the DSPD contract staff if a. or b. above occur.

**D. Specific Staff Qualifications**: The Contractor shall submit to DHS documentation of the BC3 staff’s specific qualifications based on option A, B, C, D, or E below. Written approval from DHS is required prior to the BC3 staff providing services.

1. Option A - The BC3 staff shall:

a. Have at least one year of experience working with people with ID.RC or adults with ABI;

b. Be currently certified through the Behavior Analyst Certification Board (“**BACB**”) as a BCBA; and

c. Have a current Utah DOPL license as an LBA.

2. Option B – The BC3 staff shall:

a. Have at least one year of experience working with people with ID.RC or adults with ABI;

b. Have at least a doctoral degree in a behaviorally related field; and

c. Have a current DOPL Psychologist license.

3. Option C

 a. The BC3 staff shall:

(1) Have at least one year of experience working with people with ID.RC or adults with ABI; and

(2) Be a student enrolled and actively engaged in a BACB approved program leading to certification as a BCBA. Within 42 consecutive months, the student shall:

(a) Complete and pass all parts of the BCBA approved course sequence;

(b) Obtain all of the required supervision hours;

(c) Apply for the first available BCBA certification testing date offered by the BACB;

(d) Pass the BCBA exam;

(e) Obtain a BCBA certification;

(f) Obtain DOPL licensure as an LBA; and

(g) Be supervised by a BCBA who has a current DOPL LBA license.

b. The Contractor shall:

(1) Provide the following documentation to the DSPD contract staff as evidence that the BC3 staff meets this qualification option:

(a) School transcript and/or classroom schedule;

(b) The staff’s supervisor’s BCBA certification and contact information; and

(c) Any other documentation requested by DSPD evidencing compliance with this option.

(2) Submit to the DSPD contract staff copies of the BC3 staff’s BCBA certification and DOPL LBA license within 30 business days of the BC3 staff obtaining them.

4. Option D

 a. The BC3 staff shall:

(1) Have at least one year of experience working with people with ID.RC or adults with ABI; and

(2) Be a student who has completed a BACB approved BCBA course sequence and is actively accruing supervision hours under the supervision of a BCBA who has a current DOPL LBA license. Within 18 consecutive months the student shall:

(a) Complete the required supervision hours;

(b) Pass the BCBA exam;

(c) Obtain BCBA certification; and

(d) Obtain DOPL licensure as an LBA.

b. The Contractor shall:

(1) Provide the following documentation to the DSPD contract staff as evidence that the BC3 staff meets this qualification option:

(a) School transcript and/or classroom schedule;

(b) Supervisor’s BCBA certification and contact information; and

(c) Any other documentation requested by DSPD evidencing compliance with this option.

(2) Submit to the DSPD contract staff copies of the BC3 staff’s BCBA certification and DOPL LBA license within 30 business days of the BC3 staff obtaining them.

5. Option E – The BC3 staff shall:

a. Have at least one year of experience working with people with ID.RC or adults with ABI;

b. Have at least a doctoral degree in a behaviorally related field;

c. Be exempt from DOPL licensure as listed in Utah Code §58-61-707, Exemptions from licensure. The Contractor shall submit to DHS the following as evidence of the exemption:

(1) A letter from DOPL licensure stating the reason for the exemption licensure;

(2) The citation of the code as outlined in Utah Code §58-61-707 Exemptions from Licensure, which is relevant to the exemption; and

(3) The relevant DOPL licensure if required with the exemption.

**E. Rate:** BC3 is a quarter hour service.

CHORE SERVICES – DHS SERVICE CODE: CHA

**A. General Description:** Chore Services (“**CHA**”) provides assistance with heavy household chores to help maintain a Person’s home in a clean, sanitary, and safe living environment.

**B. Direct Service Requirements:**

The Contractor shall:

1. Provide services to Persons who are unable to complete heavy household chores on their own, and for whom there are no natural supports capable of, or responsible for, providing such services as determined by the Person’s PCPT;

2. Provide heavy household chores, cleaning, and maintenance, including the following: washing floors, walls, and windows; snow removal; lawn care; securing loose rugs and tiles; moving heavy furniture to provide safe access; and other comparable chores; and

3. Comply with Electronic Visit Verification requirements as outlined in Utah Administrative Code, Rule R414-522, whether or not it provides services in the presence of the Person.

**C. Specific Service Limitations**:

 The Contractor shall **NOT**:

1. Provide CHA as skills training services for the Person;

2. Provide CHA if the chore is the responsibility of someone else pursuant to a landlord lease agreement, homeowner’s association agreement, or other agreement; and

3. Provide CHA for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Specific Service Training Requirements:** The Contractor shall ensure its CHA staff are trained on maintaining a clean, sanitary, and safe living environment prior to providing CHA services. The Contractor shall maintain documentation of the training in the staff’s employee file.

**E. Rate:** CHA is a quarter hour service.

COMPANION SERVICES – DHS SERVICE CODE: COM

**A. General Description:** Companion Services (“**COM**”) provides one-on-one non-medical care, support, socialization and supervision for Persons.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Assist with or supervise household tasks;

2. Occasionally assist with light housekeeping chores necessary for care and supervision of the Person;

3. Provide services aimed at achieving the Person’s goals as determined by the Person’s PCPT, including:

a. Providing socialization for the Person;

b. Assistance and supervision for the Person with tasks such as meal preparation, shopping, and laundry;

c. Occasional assistance and supervision for the Person with light housekeeping chores;

d. Assistance and supervision for the Person in accessing community services and resources, including:

(1) Finding housing;

(2) Applying for Supplemental Nutrition Assistance Program assistance; and

(3) Obtaining Social Security benefits.

e. Other comparable activities.

4. Provide transportation of the Person.

**C. Specific Service Limitations:** The Contractor shall **NOT** provide COM for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Rate:** COM is a quarter hour and daily one-to-one (1:1) service. The Contractor shall bill for the daily rate if a Person requires more than six hours of COM services within a 24-hour day.

DAY SUPPORTS – DHS SERVICE CODES: DSG and DSP

**A. General Description:** Day Supports services (“**DSG**” and “**DSP**”) provide safe, non-residential habilitation services to prevent isolation of Persons while providing daily support, supervision, and skills building. Day Supports programs support the Person’s choice of participating in and contributing to their community. Day Supports services typically provide support to groups of Persons. Persons may be adults or children.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide supervision and skill building activities to maintain or improve the Person’s functional abilities and life skills. These abilities and life skills include maintaining or improving the Person’s dexterity, stamina, memory, personal safety, interpersonal relations, self-help, communication, and mobility;

2. Assist the Person with activities of daily living including eating, toileting, continence, and transferring;

3. Provide services that include:

a. Building and strengthening the Person’s self-determination and self-advocacy skills and experiences;

b. Increasing problem solving skills to maximize the Person’s ability to participate in activities independently or with natural supports; and

c. Assisting the Person to develop and maintain a meaningful social life that offers opportunities for personal growth, independence, and natural supports.

4. Provide services in a facility, in the community, or a combination of the two. The Contractor may provide some of the services at home or in combination with the community according to the Person’s preferences and in line with their PCSP;

5. Ensure staff ratios are determined by the DSPD Worksheet and are individualized based on the Person’s need, with a minimum allowable staff ratio of one staff to six Persons. As a part of supervision, the Contractor shall provide visual and auditory surveillance to ensure the health and safety of the Person. The Contractor shall only consider a staff ratio of one or more staff to one Person (1:1) when the Person’s PCPT has documented in the Person’s PCSP a need for a 1:1 ratio to ensure the health and safety of the Person. When providing a 1:1 ratio, the Contractor shall have one staff to provide direct supervision to a single Person. As a part of direct supervision, the Contractor shall provide the Person with uninterrupted visual and auditory surveillance;

6. Ensure that Day Supports programs operate on a regular schedule. While the schedule is often Monday through Friday daytime or afternoon hours, the Contractor may offer services any hours or days of the week, including weekends, afterschool, or evenings. The Contractor shall ensure that the regular schedule includes being operational, as needed, before and after the regular start and end time to allow for staggered early arrivals and late departures;

7. Provide transportation of the Person during the Day Supports program. The Contractor may bill DSPD for Motor Transportation Payment (“**MTP**”) for transportation of the Person by the Contractor to or from the Day Supports program. The Contractor shall provide staff during transportation, as needed, to ensure the Person’s health and safety; and

8. Ensure that each Day Supports program has staff responsible for the day to day operations of the program.

**C. Specific Service Limitations**: The Contractor shall **NOT** provide DSP to Persons receiving services under the Acquired Brain Injury Medicaid Waiver.

**D. Specific Service Contractor Qualifications:**

The Contractor shall have and maintain a current:

1. Day Treatment License or Adult Day Care License from DHS, Office of Licensing, for each location Day Supports is provided for 4 or more Persons; or

2. Day Supports, Residential, or other appropriate site certification from the DHS, Office of Licensing, for each location Day Supports services is provided for 3 or fewer Persons, or either license required in number 1 above.

**E. Service Code Selection:** Day Supports includes DSG and DSP. The service codes must be selected using the following conditions:

1. DSG: The Contractor shall use DSG when a Person participates in a group Day Program that is on average 6 hours a day.

2. DSP: The Contractor shall use DSP when a Person participates in a group Day Program and has day support needs that may include partial day support needs, which are, on average, up to four hours a day; or extended day support needs which are, on average, between seven and a maximum of ten hours a day.

3. The Contractor may use DSG and DSP together in order to accommodate varied schedules, (e.g., if a Person has some longer and some shorter Day Support services).

4. The Contractor may use DSG and DSP together, including on the same day, when a Person has two different day service programs (e.g., an afternoon/afterschool program and a summer program).

**F. Rate:**

1. DSG is a daily rate determined using the DSPD Worksheet.

2. DSP is a daily or quarter hour rate determined using the DSPD Worksheet.

DAY SUPPORTS FOR AN INDIVIDUAL – DHS SERVICE CODE: DSI

**A. General Description:** Day Supports for an Individual (“**DSI**”) provides a safe, non-residential habilitation program to prevent isolation of a Person while providing daily support and skills building, supporting the Person’s choice of participating in, and contributing to, their community.  DSI programs provide a minimum of one staff-to-one Person supports for an individual Person. The Person may be an adult or child.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide supervision and skill building activities to maintain or improve the Person’s functional abilities and life skills. These abilities and life skills include maintaining or improving the Person’s dexterity, stamina, memory, personal safety, interpersonal relations, self-help, communication, and mobility;

2. Assist the Person with spending time integrated in the community doing activities that relate to the Person’s interests;

3. Assist the Persons with activities of daily living including eating, toileting, continence, and transferring;

4. Provide services in a facility, in the community, or a combination of the two. The Contractor may provide some of the services at home, or in combination with the community, according to the Person’s preferences and in line with their PCSP;

5. Ensure direct supervision requirements are met when the Person’s PCPT has documented in the Person’s PCSP a need for direct supervision. As a part of direct supervision, the Contractor shall provide the Person with uninterrupted visual and auditory surveillance; and

6. Provide transportation of the Person during the DSI program. The Contractor may bill DSPD for MTP for transportation of the Person by the Contractor to or from the DSI program. The Contractor shall provide staff during transportation, as needed, to ensure the Person’s health and safety.

**C. Rate:**  DSI is a quarter hour rate determined by DSPD using the DSPD Worksheet.

EXTENDED LIVING SUPPORTS – DHS SERVICE CODE: ELS

**A. General Description:** Extend Living Supports (“**ELS**”) provide support and supervision to Persons who receive residential support services pursuant to this contract. ELS is provided, as needed, during times when Persons are unable to participate in their normal day activities and supports and functions as an extension of Residential Habilitation Supports (“**RHS**”), Host Home Supports (“**HHS**”), or Professional Parent Supports (“**PPS**”) services.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide services that support the Person’s goals as determined by the Person’s PCPT;

2. Supervise the Person as determined by the Person’s PCPT and ensure the Person's health and safety;

3. Assist with daily living activities such as eating, bathing, dressing, and toileting;

4. Provide transportation for the Person;

5. Provide services only to Persons who also receive RHS, HHS, or PPS;

6. Provide services to the Person only when the Person does not attend their normal day activities due to sickness, recovery from surgery, school closure, legal holidays, refusal to attend, or other similar reasons; or during times of transition between service providers; and

7. Ensure that for each site ELS services are provided, there is a staff who is responsible for the day to day operations of the service.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Bill DSPD for Family and Individual Training and Preparation Services (“**TFB**”) during the same time a Person receives ELS, unless an exceptional care need exists and it has been approved by the DSPD Director or designee in writing prior to providing TFB; and

2. Bill DSPD for ELS services if the Person does not have a day service program or other day supports. If the Person requires 24-hour supervision from the Contractor, the Contractor shall provide and bill for 24-hour HHS, PPS, or RHS.

**D. Specific Contractor Qualifications:** The Contractor shall have at least one of the following service codes in this contract: RHS, PPS, or HHS.

**E. Rate:** ELS is a quarter hour rate and has a maximum of 24 units (6 hours) a day.

HOST HOME SUPPORTS – DHS SERVICE CODE: HHS

**A. General Description:** Host Home Supports (“**HHS**”) provides a community integrated, shared living setting with a Host family providing supports and services to adult Persons in a certified private home.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide services to Persons who are 18 or older;

2. Maintain the Person’s health and safety;

3. Assist the Person with activities of daily living, including feeding, dressing, bathing, toileting, and transferring;

4. Provide habilitation support to the Person;

5. Provide supervision of the Person;

6. Assist the Person with acquiring, retaining, and improving skills related to living as independently as possible, participating in community settings of their choice, and avoiding isolation in their homes and community;

7. Assist the Person with accessing community services and obtaining assistance from community and government organizations including finding housing, applying for the Supplemental Nutrition Assistance Program, and obtaining Social Security benefits;

8. Ensure the HHS home:

a. Is integrated in the community and supports the Person having access to the community;

b. Is physically accessible for the Person;

c. Optimizes autonomy and independence for the Person in making life choices and enables the Person to have control of their own schedule, including access to food and visitors;

d. Allows for the Person to have freedom and choice to decorate their personal space;

e. Allows for the Person to have privacy, dignity, respect, and freedom from coercion and restraint; and

f. Is selected by the Person. The Contractor shall ensure all residential setting options are offered to the Person.

9. Provide transportation for the Person;

10. Provide direct support and respite for the Person and support to, and supervision of, the HHS family by staff that is not the HHS staff. The minimum amount of direct support hours required is determined by the Person’s PCPT. The Contractor may provide additional direct support hours and respite as needed. The Contractor shall document in the DSPD HHS worksheet the number of direct support hours provided. The Contractor shall document direct support hours and respite provided to the Person according to the documentation requirements of this contract. The Contractor shall also document payments made to the HHS Family. The Contractor shall provide supervision, training, technical assistance, and other needed support to the HHS family, including on-call after-hours support;

11. Create and maintain an inventory of the Person’s belongings. The Contractor shall maintain written documentation of the inventory in the Person’s record. The Contractor shall include the following in the documentation: the date the inventory was completed and the name of the staff that completed the inventory; the Person’s belongings that have significant value to the Person; the Person’s belongings with a purchase value of $50.00 or more; new items added as received by the Person that have significant value to the Person or with a purchase value of $50.00 or more; and discarded items removed, including the reason for discard and signature from the Person or their legal guardian; and

12. Conduct and document quarterly evacuation drills with Persons and staff at each site HHS is provided.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Allow its hosts or a family member of the hosts to act as a conservator or representative payee under the approval of the Social Security Administration for the Person;

2. Have custody or guardianship of the Person or allow its hosts or a family member of the hosts to have custody or guardianship of the Person;

3. Provide services for more than one Person per home without assessing the appropriateness of the fit between the two Persons, particularly regarding the safety of the two Persons, and without prior approval of each Person’s SC and parent/guardian. The Contractor shall not provide services to more than three Persons in the same home. Whenever safely possible, the Contractor shall enable two to three family members receiving HHS services to receive services in the same HHS home;

4. Provide services to the Person in the home of an immediate relative (mother, father, or sibling) or legal guardian;

5. Bill DSPD for services provided to Persons in the custody of the State of Utah;

6. Provide HHS and Professional Parent Supports (“**PPS**”) in the same home at the same time without assessing the appropriateness of the fit between the two Persons, particularly regarding the safety of the two Persons, and without prior approval of each Person’s SC and parent/guardian. Whenever safely possible, the Contractor shall enable family members receiving HHS services and PPS services to receive services in the same HHS/PPS home;

7. Bill DSPD for Family and Individual Training and Preparation Services (“**TFB**”) unless an exceptional care need exists, and it has been approved by the DSPD Director or designee in writing prior to providing TFB; and

8. Be the HHS family. However, if the Contractor is the Person’s HHS family pursuant to a previous contract, the Contractor may continue to be the Person’s HHS family. The Contractor shall not be any other Person’s HHS family. The Contractor shall obtain approval by the DSPD director for any exceptions to this limitation.

**D. Specific Contractor Qualifications:**

 The Contractor shall:

1. Prior to providing HHS, conduct an initial, and annually thereafter, inspection and certify each home HHS services are provided to ensure the home is safe and meets the Person’s needs as outlined in the Person’s PCSP. The Contractor shall include the following information in the certification, documented in writing: name of the Person; location of the HHS home; date of the inspection; name of the staff conducting the inspection (the Contractor shall ensure the inspector is not the HHS staff); and findings and resolutions to any corrective action; and

2. Document and maintain current record of HHS certification at each site HHS services are provided.

**E. Specific Staff Qualifications:** The Contractor shall ensure the hosts are at least 21 years of age.

**F. Rate:** HHS is a daily rate determined by the DSPD HHS worksheet and is based on the Person’s needs.

HOMEMAKER SERVICES – DHS SERVICE CODE: HSQ

**A. General Description:** Homemaker Services (“**HSQ**”) provides general light household duties to help maintain a Person’s home in a clean and safe environment.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide services to Persons who are unable to complete light household duties on their own, and for whom there are no natural supports capable of or responsible for providing such services, or when the individual regularly responsible for such duties is temporarily absent or is no longer able to perform them as determined by the Person’s PCPT;

2. Provide general homemaker services including the following: meal preparation; cleaning dishes; laundry; cleaning bathrooms; dusting; vacuuming; sweeping; and other comparable duties; and

3. Comply with Electronic Visit Verification requirements as outlined in Utah Administrative Code, Rule R414-522, whether or not it provides services in the presence of the Person.

**C. Specific Service Limitations:**

The Contractor shall **NOT**:

1. Provide HSQ as skills training services for the Person; and

2. Provide HSQ for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D.** **Specific Service Training Requirements:** The Contractor shall ensure its HSQ staff is trained on maintaining a clean, sanitary, and safe living environment prior to providing HSQ services.

**E. Rate:** HSQ is a quarter hour service.

MOTOR TRANSPORTATION PAYMENT – DHS SERVICE CODE: MTP

**A. General Description:** MTP provides transportation for Persons to and from Day Supports and Supported Employment in a Group services pursuant to this contract.

**B. Direct Service Requirements:**

The Contractor shall:

1. Ensure and be responsible for the Person’s health and safety while transporting the Person;

2. Ensure the Person arrives on time at the scheduled time and destination. If situations occur that may affect the Person arriving safely at the scheduled time and destination such as traffic and weather, the Contractor shall ensure that the Person arrives safely and in as timely a manner as possible, or shall arrange for other transportation and ensure the service is delivered; and

3. Have current accurate transportation records that include: the name of driver; the title of the service provided; the name of the Person or the Person’s personal identification number (“**PID**”); the date of transportation; and the beginning and ending locations.

**C. Specific Service Limitations:**

 The Contractor shall **NOT:**

1. Bill DSPD for MTP if other responsible options for transportation are available;

2. Bill DSPD for MTP for transportation to or from other services pursuant to this contract when transportation is included in the service as identified in individual service code descriptions;

3. Bill DSPD for MTP for days exceeding the number of days billed for the Person for day supports pursuant to this contract; and

4. Bill DSPD for MTP services provided to youth in the custody of the State of Utah, Division of Child and Family Services, for the purposes of visitation to a family home.

**D. Rate:** MTP is a daily rate.

PERSONAL ASSISTANCE SERVICE – DHS SERVICE CODE: PAC

**A. General Description:** Personal Assistance Service (“**PAC**”) provides personal assistance and supportive services specific to the needs of the Person.

**B. Direct Service Requirements:**

 The Contractor shall:

 1. Provide services to Persons who are medically stable and capable of directing their own care or who have a surrogate available to direct their care;

 2. Ensure services reinforce a Person’s strengths, while substituting or compensating for the absence, loss, diminution, or impairment of physical or cognitive functions;

3. Provide services on a regularly scheduled basis as determined by the Person’s PCPT and as specified in the Person’s PCSP;

4. Provide services that comprise activities of daily living care including eating, bathing, dressing, toileting, transferring, assistance for accessing community services, and other comparable activities;

5. Ensure services include assistance with chores and homemaker activities; and

6. Provide transportation for the Person.

**C. Rate:** PAC is a quarter hour and daily one-to-one (1:1) service. The Contractor shall bill for the daily rate if a Person requires more than eight hours of PAC services within a 24-hour day.

PERSONAL BUDGET ASSISTANCE – DHS SERVICE CODE: PBA

1. **General Description**: Personal Budget Assistance (“**PBA**”) provides support to Persons with personal financial matters.

**B. Direct Service Requirements:**

The Contractor shall:

1. Serve as a fiduciary with responsibility for handling money on behalf of the Person, either as the Person’s Representative Payee through the Social Security Administration, conservator, or the Person’s voluntarily appointed personal funds manager;

2. Develop policies and procedures that ensure: established practices do not jeopardize the Person’s eligibility for services; provisions for coordination and cooperation with an eligibility worker when necessary to assure services meet eligible requirements; and provisions for lost receipts;

3. Ensure Persons have access to and control over personal funds to the greatest extent possible based on the Person’s need and as determined by the PCPT. The Contractor may restrict the Person’s access or allowable spending limits if the Contractor has received prior written approval from its Human Rights Committee and the Person’s SCE;

4. Manage the Person’s major personal business affairs, including ensuring the Person’s personal funds are used for the purpose for which they are intended. Major personal business affairs include the Person’s personal funds, checking and savings account, filing and fiscal interaction on behalf of the Person, tax and fiscal record keeping, and other financial matters related to income;

5. Provide the Person with training, assistance, support, and opportunities to manage finances to the maximum extent possible regarding the following: financial resources, savings, retirement, earnings, funds monitoring, paying monthly expenses, and budget creation and management;

6 Ensure the Person’s funds are first used to meet the current needs of the Person, including food, shelter, clothing, and medical care. The Contractor may save funds for future use or use funds to repay prior debt only after these needs have been met;

7. Ensure that Medicaid spend downs are paid on time, if applicable, for the Person;

8. Monitor the Person’s assets on at least a monthly basis to ensure that assets do not exceed asset limits;

9. If the Person’s funds are used to purchase life insurance or a prepaid burial plan, ensure that the following conditions are met:

a. Payments do not leave the Person unable to meet current needs;

b. No conflict of interest exists including that the Contractor or any of its staff is not the beneficiary of a life insurance or burial plan; and

c. Burial plans purchased clearly identify the Person as the owner of the policy.

10. Ensure the Person’s funds are maintained in:

a. A separate account belonging to the Person; or

b. A collective account containing funds from multiple Persons receiving services from the Contractor according to the regulations of the Social Security Administration.

11. Maintain a current record of the Person’s cash account maintained by the Contractor. The Contractor shall include in the record deposits, withdraws, and the balance of the account. The Contractor shall ensure that the cash account does not exceed $50.00 without prior written approval from the Contractor and the Person’s SCE. The Contractor shall ensure that no more than $40.00 cash per week is withdrawn without prior written documentation of approval from the Person’s PCPT;

12. Ensure pay card systems used in the implementation of PBA are under the supervision of an accredited financial institution;

13. Ensure fees comply with the following conditions:

a. The Person is responsible for standard banking fees. The Contractor shall have provisions to minimize the amount of fees whenever possible;

b. The Contractor shall ensure that card fees are related to the Person’s needs and are kept as minimal as possible;

c. When supporting the Person in paying their bills, the Contractor shall pay bills on time. The Contractor shall be responsible to pay any late fees;

d. The Contractor shall be responsible to pay any insufficient funds fees if they have assumed the role of assuring the Person’s funds are accounted for and balanced, unless the Person has stolen or misused their funds; and

e. The Contractor shall be responsible to repay the Person’s funds due to its misuse or neglect.

14. Ensure accurate accounting is used to maintain a current financial record for each Person, that financial records allow for an external review and validation; and that each Person has a financial record that includes and clearly documents the following: deposits, withdraws and transfers; interest and debts; current account balances; reconciled financial statements; receipts or monthly bank statements to verify all expenditures; receipts for any purchase over $20.00 or multiple items purchased with a value greater than $20.00; documentation of any items purchased by splitting the cost with any other Person; cash records; and any financial records pertaining to the Person;

15. Attain written approval from its Human Rights Committee and the Person’s Support Coordinator prior to placing any restrictions on the Person’s access or allowable spending limits;

16. Collaborate with the Person’s Support Coordinator and legal guardian to resolve any concerns, and provide documentation or access to documentation for review, clarification, and validation;

17. Ensure the Person’s personal financial records are reviewed, maintain written documentation of the reviews and the results in the Person’s financial record, submit copies of any reviews to the Person’s Support Coordinator as part of the Person’s financial statement, ensure that the Person’s records are reviewed at least monthly by administrative staff NOT authorized to make expenditures on behalf of the Person, and ensure that the Person’s records are reviewed by a third person at least quarterly each year at a 10% random sample of people receiving PBA during the most recent quarter;

18. Review the Person’s financial records with the Person at least monthly. This review is separate from the administrative review. The Contractor shall review all deposits, expenditures, savings, and any other relevant information regarding the state of the Person’s finances;

19. Provide the Person’s Support Coordinator with the Person’s financial statements no later than 45 days following the end of the month. If requested, the Contractor shall provide the Person’s guardian with the Person’s financial statement no later than 45 days following the end of the month;

20. Provide a complete, current accounting of the Person’s funds to the new Contractor or Representative Payee if the Person changes contractors or selects a different Representative Payee. The Contractor shall ensure that all financial matters are resolved and all remaining funds and accounts are appropriately transferred or closed; and

 21. Upon a Person’s death, return any unused Social Security funds to Social Security as required by their policy. The Contractor shall transfer any remaining funds to the legal representative of the Person’s estate, along with a complete and current accounting of the Person’s financial status within 90 days.

**C. Specific Service Limitations:**

 The Contractor shall **NOT:**

1. Provide PBA unless no other financially competent adult is willing to accept representative or protective payee responsibilities;

2. Use the Automatic Teller Machine (“**ATM**”) for transactions from personal checking or savings accounts (this does not prohibit the use of checking equivalent cards at ATMs);

3. Have any practices that cause risk to the Person’s eligibility for services;

4 Utilize the Person’s funds in any manner that is contrary to the best interest of the Person;

5. Alter any receipts;

6. Combine the Person’s fund with the Contractor’s or staff’s funds;

7. Use cash back options when making purchases;

8 Make deposits with cash back options; and

9. Handle the Person’s personal funds in a way that is harmful or embarrassing to the Person.

**D. Specific Contractor Qualification:** The Contractor shall have a completed, approved DSPD Voluntary Financial Support Agreement (Form 1-3) for each Person it provides PBA services to.

**E. Rate:** PBA is a quarter hour service.

PROFESSIONAL MEDICATION MONITORING BY A LICENSED PRACTICAL NURSE – DHS SERVICE CODE: PM1

**A. General Description:** Professional Medication Monitoring by a Licensed Practical Nurse (“**PM1**”) provides medication management services, medication monitoring, and medication and medical equipment education and training to assure the health and safety of a Person.

**B. Direct Service Requirements:**

 The Contractor’s PM1 staff shall:

1. Provide services pursuant to Utah Administrative Code, Rule R156-31b. The Contractor shall ensure that PM1 services outside of the LPN scope of work pursuant to Utah Administrative Code Rule R156-31b-703b are provided under the supervision and delegation of a Registered Nurse. The Contractor shall ensure that any delegation is pursuant to Utah Administrative Code, Rule R156-31b-701;

2. Provide medication monitoring of a medication regimen that has been prescribed to the Person from their health care professional;

3. Review, monitor, and document in the Person’s medical data sheet laboratory testing related to a medication regimen that has been prescribed to the Person from their health care professional;

4. Provide instruction and education to the Person regarding the medication regimen that has been prescribed to the Person from their health care professional;

5. Ensure that all pill-dispensing aids are stocked with the correct medication that has been prescribed by the Person’s health care professional;

6. During each visit with the Person, ensure that the Person’s medication dispensing devices, aids, and medical equipment are functioning properly. If the Person’s medication dispensing devices, aids, or medical equipment are not functioning properly the PM1 staff shall: assist the Person to arrange for maintenance, notify the Person’s staff or guardian of the required maintenance, and document the issue and resolution in the Person’s medical data sheet;

7. Provide incidental training related to the Person’s general care to other Contractor staff of other services the Person receives;

8. Review all reported medication errors and determine if it is necessary to consult with additional health care professionals and to report the medication error. A medication error may include, but is not limited to, the following: actual missed dosage; suspected missed dosage; misadministration of medication; and failure to follow laboratory testing schedule;

9. When a medication error is determined, complete the following if it has not been completed by other Contractor staff:

a. Document the medication error in the Person’s medical data sheet;

b. Determine if a critical incident report needs to be submitted;

c. Notify the Person’s SC in writing within one business day;

d. Assess the need for a written corrective action plan to minimize the reoccurrence of the error and develop a plan if needed. If a plan exists, the PM1 staff shall assess the adequacy of the plan and revise the plan as needed;

e. Document the medication error and corrective action plan in the Person’s medical data sheet; and

f. If the PM1 staff becomes aware of a medication error on the day of the error, assess if other providers of services to the Person need to be notified. If the medication error was on a prior date, the PM1 staff shall notify the director or designee of the provider where the error occurred.

10. Notify the Person’s representative/legal guardian within 24 hours of the development of a Person’s medical illness or injury requiring a medical appointment or an emergency room visit. This does not include medical appointments for general health check-ups; and

11. Make regularly scheduled, documented face-to–face visits with the Person to conduct a written assessment of the Person’s health and safety regarding the Person’s medication regimen that has been prescribed to the Person from their health care professional. As determined necessary by the PM1 staff, the assessment may include a review of other health needs as they relate to the overall wellbeing of the individual, as an understanding of these needs may be necessary for the proper assessment of the current medication regimen and to evaluate the potential need to notify the prescriber of healthcare changes that may warrant a review of the prescribed medications. The PM1 staff shall maintain the assessment in the Person’s file. The PM1 staff shall ensure the assessment:

a. Is based on data the PM1 staff has collected through observation, discussion with other staff providing services to the Person, review of records of other services the Person is receiving, and direct examination of the Person;

b. Includes the following: safety and efficacy of the Person’s prescribed medication within the PM1 staff’s scope of practice and training; benefits that the Person is demonstrating as a result of their medication regimen, or the lack thereof; any adverse medication reactions or side effects that the Person is experiencing; the Person’s compliance or lack of compliance with their health care professional’s orders; and any barriers to medication compliance that the PM1 staff identifies;

c. Results are documented in a note in the Person’s medical data sheet. The PM1 staff shall include in the documentation the following:

(1) A description of the Person’s subjective presentation;

(2) A description of the objective observations the PM1 staff has made after the examination, including a review of records and consultations with other staff providing other services or supports to the Person or the Person’s family/representative;

(3) A description of the assessment made by the PM1 staff of the Person’s status; and

(4) A plan for the continuing care of the Person surrounding their health status and medication regimen.

d. Includes any notes, any known allergies the Person has, any medication errors that occur, and any written corrective action plans to minimize the reoccurrence of each medication error if an error has occurred;

The Contractor shall provide copies of notes to: contractors providing other services to the Person as determined necessary by the PM1 staff; the Person’s health care professional; and the Person’s SC. The Contractor shall educate the staff of contractors providing other services to the Person regarding the findings of the assessment and the Person’s overall health.

**C. Specific Staff Qualifications**: The Contractor shall ensure that PM1 staff have a current LPN or higher license through Utah Division of Occupation and Professional Licensing.

**D. Rate:** PM1 is a quarter hour rate.

PROFESIONAL MEDICATION MONITORING BY A REGISTERED NURSE – DHS SERVICE CODE: PM2

**A. General Description:** Professional Medication Monitoring by a Registered Nurse (“**PM2**”) provides medication management services and medication and medical equipment education and training to assure the health and safety of a Person.

**B. Direct Service Requirements**:

 The Contractor’s PM2 staff shall:

1. Provide services pursuant to Utah Administrative Code, Rule R156-31b;

2. Provide medication monitoring of a medication regimen that has been prescribed to the Person from their health care professional;

3. Review, monitor, and document in the Person’s medical data sheet laboratory testing related to a medication regimen that has been prescribed to the Person from their health care professional;

4. Provide instruction and education to the Person regarding the medication regimen that has been prescribed to the Person from their health care professional;

5. Ensure that all pill-dispensing aids are stocked with the correct medication;

6. During each visit with the Person, ensure that the Person’s medication dispensing devices, aids, and medical equipment are functioning properly. If the Person’s medication dispensing devices, aids, or medical equipment is not functioning properly, the PM2 staff shall: assist the Person to arrange for maintenance; notify the Person’s staff or guardian of the required maintenance; and document the issue and resolution in the Person’s medical data sheet;

7. Provide incidental training related to the Person’s general care to other Contractor staff of other services the Person receives;

8. Review all reported medication errors and determine if it is necessary to consult with additional health care professionals and to report the medication error. A medication error may include, but is not limited to, the following: actual missed dosage; suspected missed dosage; misadministration of medication; and failure to follow laboratory testing schedule;

9. When a medication error is determined:

a. Document the medication error in the Person’s medical data sheet;

b. Determine if a critical incident report needs to be submitted;

c. Notify the Person’s SC in writing within one business day;

d. Assess the need for a written corrective action plan to minimize the reoccurrence of the error and develop a plan if needed. If a plan exists, the PM2 staff shall assess the adequacy of the plan and revise the plan as needed;

e. Document in the Person’s medical data sheet the medication error and corrective action plan; and

f. If the PM2 staff becomes aware of a medication error on the day of the error, assess if other providers of services to the Person need to be notified. If the medication error was on a prior date, the PM2 staff shall notify the director or designee of the provider where the error occurred.

10. Notify the Person’s representative/legal guardian within 24 hours of the development of a Person’s medical illness or injury requiring a medical appointment or an emergency room visit. This does not include a medical appointment for general health check-ups; and

11. Make regularly scheduled, documented face-to–face visits with the Person to conduct a written assessment of the Person’s health and safety regarding the Person’s medication regimen that has been prescribed to the Person from their health care professional. As determined necessary by the PM2 staff, the assessment may include a review of other health needs as they relate to the overall wellbeing of the individual, as an understanding of these needs may be necessary for the proper assessment of the current medication regimen and to evaluate the potential need to notify the prescriber of healthcare changes that may warrant a review of the prescribed medications. The PM2 staff shall maintain the assessment in the Person’s file. The PM2 staff shall ensure the assessment:

a. Is based on data the PM2 staff has collected through observation, discussion from other staff providing other services to the Person, review of records of other services the Person is receiving, and direct examination of the Person;

b. Includes the following: safety and efficacy of the Person’s prescribed medication within the PM2 staff’s scope of practice and training; benefits that the Person is demonstrating as a result of their medication regimen, or the lack thereof; any adverse medication reactions or side effects that the Person is experiencing; the Person’s compliance or lack of compliance with their health care professional’s orders; and any barriers to medication compliance that the PM2 staff identifies;

c. Results are documented in a note in the Person’s medical data sheet. The PM2 staff shall include in the documentation the following:

(1) A description of the Person’s subjective presentation;

(2) A description of the objective observations the PM2 staff has made after the examination, including a review of records and consultations with other staff providing other services or supports to the Person or the Person’s family/representative;

(3) A description of the assessment made by the PM2 staff of the Person’s status; and

(4) A plan for the continuing care of the Person surrounding their health status and medication regimen.

d. Includes any notes, any known allergies the Person has, any medication errors that occur, and any written corrective action plans to minimize the reoccurrence of each medication error if an error has occurred.

The Contractor shall provide copies of notes to: contractors providing other services to the Person as determined necessary by the PM1 staff; the Person’s health care professional; and the Person’s SC. The Contractor shall educate the staff of contractors providing other services to the Person regarding the findings of the assessment and the Person’s overall health.

**C. Specific Staff Qualifications**: The Contractor shall ensure that PM2 staff have a current Registered Nurse or higher license through Utah Division of Occupation and Professional Licensing.

**D. Rate:** PM2 is a quarter hour rate.

PROFESSIONAL PARENT SUPPORTS – DHS SERVICE CODE: PPS

**A. General Description**: Professional Parent Supports (“**PPS**”) provides a community integrated residential setting in the home of a professional parent family providing supports and services to Persons (children) below the age of 22.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide daily supports to maintain the Person’s health and safety;

2. Assist the Person with activities of daily living including feeding, dressing, bathing, toileting, and transferring;

3. Provide habilitation support to the Person;

4. Provide supervision of the Person;

5. Assist the Person with acquiring, retaining, and improving skills related to living as independently as possible, participating in community settings of their choice, and avoiding isolation in their homes and community;

6. Assist the Person with accessing community services and obtaining assistance from community and government organizations including finding housing, applying for the Supplemental Nutrition Assistance Program, and obtaining Social Security benefits;

7. Collaborate with applicable schools, public and private child welfare agencies, authorities, and other agencies and individuals involved in the Person’s care;

8. Provide transportation for the Person;

9. Provide direct support and respite for the Person and support to, and supervision of, the PPS family by staff that is not the PPS parents. The minimum amount of direct support hours required is determined by the Person’s PCPT. The Contractor may provide additional direct support hours and respite as needed. The Contractor shall document in the DSPD PPS worksheet the number of direct support hours provided. The Contractor shall document direct support hours and respite provided to the Person according to the documentation requirements of this contract. The Contractor shall also document payments made to the PPS Family. The Contractor shall provide supervision, training, technical assistance, and other needed support to the PPS family, including on-call after-hours support;

10. Create and maintain an inventory of the Person’s belongings. The Contractor shall maintain written documentation of the inventory in the Person’s record. The Contractor shall include the following in the documentation: the date the inventory was completed, and the name of the staff that completed the inventory; the Person’s belongings that have significant value to the Person; the Person’s belongings with a purchase value of $50.00 or more; new items added as received by the Person that have significant value to the Person or with a purchase value of $50.00 or more; and discarded items removed, including the reason of discard and signature from the Person or their legal guardian;

11. Conduct and have written documentation of quarterly evacuation drills with Persons and staff at each site PPS is provided; and

12. Ensure the PPS home:

a. Is integrated in the community and supports the Person having access to the community;

b. Is physically accessible for the Person;

c. Optimizes autonomy and independence for the Person in making life choices and enables the Person to have control of their own schedule including access to food and visitors. If the Person is a minor, the Contractor shall ensure the autonomy and independence is according to what is generally typical for others of a similar age;

d. Allows for the Person to have freedom and choice to decorate their personal space;

e. Allows for the Person to have privacy, dignity, respect, and freedom from coercion and restraint; and

f. Is selected by the Person or the Person’s parent or guardian. The Contractor shall ensure all residential setting options are offered to the Person.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Allow its professional parents or a family member of its professional parents to act as a conservator or representative payee under the approval of the Social Security Administration for the Person;

2. Have custody or guardianship of the Person or allow its professional parents or a family member of the professional parents to have custody or guardianship of the Person;

3. Provide services for more than one Person per home without assessing the appropriateness of the fit between the Persons and the skills of the PPS staff, particularly regarding the safety of the Persons and without prior approval of each Person’s SC and parent/guardian. The Contractor shall not provide services to more than three persons in the same home. Whenever safely possible, the Contractor shall enable two to three family members receiving PPS services to receive services in the same PPS home;

4. Provide services to the Person in the home of an immediate relative (mother, father, or sibling) of legal guardian;

5. Bill DSPD for foster care maintenance for Persons in the custody of the State of Utah;

6. Provide PPS and Host Home Supports (“**HHS**”) in the same home at the same time without assessing the appropriateness of the fit between the two Persons, particularly regarding the safety of the two Persons, and without prior approval of each Person’s SC and parent/guardian. Whenever safely possible, the Contractor shall enable family members receiving PPS services and HHS services to receive services in the same PPS/HHS home; and

7. Bill DSPD for Family and Individual Training and Preparation Services (“**TFB**”), unless an exceptional care need exists, and it has been approved by the DSPD Director or designee in writing prior to providing TFB.

**D. Specific Contractor Qualifications:**

 The Contractor shall:

1. Have and maintain a current DHS, Office of Licensing Child placing – Foster License as detailed in Utah Administrative Code, Rule R501-7; and

2. Comply with DHS, Office of Licensing Foster License rules.

**E. Specific Staff Qualifications:** The Contractor shall ensure the PPS staff are at least 21 years of age.

**F. Rate:** PPS is a daily rate, determined by the DSPD PPS worksheet and is based on the Person’s needs.

RESIDENTIAL HABILITATION SUPPORTS – DHS SERVICE CODE: RHS

**A. General Description:** Residential Habilitation Supports (“**RHS**”) provides skilled residential assistance that supports a Person to live as independently and self-determined a life as possible, in a setting that is integrated in their community. The Person’s PCSP identifies the amount of support, which may include up to 24 hours of support and supervision per day.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Assist the Person in acquiring and maintaining skills that enable the Person to live as independently as possible;

2. Assist the Persons in choosing and participating in community, leisure, and entertainment activities based on the Person’s interests;

3. Ensure the Person is not isolated;

4. Provide supervision to ensure the Person’s health and safety;

5. Assist the Person with activities of daily living including feeding, dressing, bathing, toileting, and transferring;

6. Assist the Person with accessing community services and obtaining assistance from community and government organizations including finding housing and applying for the Supplemental Nutrition Assistance Program;

7. Provide services to Persons who live alone and with roommates;

8. Ensure the Residential Setting:

a. Is integrated in the community and supports the Person having access to the community;

b. Is physically accessible for the Person;

c. Optimizes autonomy and independence for the Person in making life choices and enables the Person to have control of their own schedule including access to food and visitors. If the Person is a minor, the Contractor shall ensure the autonomy and independence is according to what is generally typical for others of a similar age;

d. Allows for the Person to have freedom and choice to decorate their personal space;

e. Allows for the Person to have privacy, dignity, respect, and freedom from coercion and restraint; and

f. Is selected by the Person and the Person’s parent or legal representative (when relevant). The Contractor shall ensure all residential setting options are offered to the Person.

9. Allow the Person to use Day Activity Absence Days. A “**Day Activity Absence Day**” is when a Person does not attend and participate in their normal day activities due to sickness, school closure, or other reason. The Contractor shall document the date and reason when a Person uses an absence day. If a Person has exhausted the absence days included in the RHS rate, the Contractor may provide and bill DSPD for Extended Living Supports (ELS) for times the Person does not participate in their day activity. The Contractor shall provide to the Person’s SC the documentation of the absence days included in the RHS rate being exhausted;

10. Provide transportation for the Person;

11. Have a completed and approved DSPD form 930 prior to providing services with enhanced staffing. Enhanced staffing includes 4 or more hours per day of a staff ratio of 1 staff providing direct care to 1 Person;

12. Have a staff that is responsible for the day to day operations of the program at each site that RHS is provided;

13. Conduct and have written documentation of quarterly evacuation drills with Persons and staff at each site RHS is provided;

14. Create and maintain an inventory of the Person’s belongings. The Contractor shall maintain written documentation of the inventory in the Person’s record. The Contractor shall include the following in the documentation: the date the inventory was completed, and the name of the staff that completed the inventory; the Person’s belongings that have significant value to the Person; the Person’s belongings with a purchase value of $50.00 or more; new items added as received by the Person that have significant value to the Person or with a purchase value of $50.00 or more; and discarded items removed, including the reason of discard; and

15. When a Person who receives a housing voucher intends to move, contact the Local Housing Authority case manager to coordinate moving the housing voucher prior to the move. In an emergency where contact prior to the move is not possible, the Contractor shall contact the Local Housing Authority case manager as soon as possible after the move.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Bill DSPD for services provided to Persons who live with immediate family or a legal guardian; and

2. Bill DSPD for Family and Individual Training and Preparation Services (“**TFB**”) during the same time a Person receives RHS, unless an exceptional care need exists, and it has been approved by the DSPD director in writing prior to providing TFB.

**D. Specific Contractor Qualifications:**

 The Contractor shall:

1. Have and maintain a current Residential Support License from DHS, Office of Licensing for each location RHS services are provided for 4 or more Persons; and

2. Have and maintain a current Supervised Apartment Certification from DHS, Office of Licensing for each location RHS is provided for 3 or fewer Persons, or either license required in number 1 above.

**E. Rate:** RHS is a daily rate, determined by the DSPD RHS worksheet and is based on the Person’s needs.

ROUTINE RESPITE WITHOUT ROOM AND BOARD – DHS SERVICE CODE: RP2

**A. General Description:** Routine Respite without Room and Board (“**RP2**”) provides one-to-one or group care to Persons to give relief to, or during the absence of, the Person’s normal caregiver.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Ensure health and safety of Persons during the absence of the Person’s normal caregiver;

2. Not be responsible for the Person’s personal belongings such as clothing, personal hygiene products, and medicine. These items will be provided by the Person’s normal caregiver; and

3. Provide services in:

 a. A Facility with a staff ratio of one staff for up to six Persons; **OR**

b. The private residence of an RP2 staff. Prior to providing services, all individuals who live in the private residence must pass a criminal background screening from the DHS/Office of Licensing. The Contractor shall have a staff ratio of one staff for up to three Persons. The RP2 staff’s own minor children and other individuals who reside in the residence under the age of 14 are to be included in this ratio. Another adult caregiver caring for the other children under the age of 14 may be counted in this ratio, but only relative to the other children under the age of 14 in the home; **OR**

 c. The Person’s residence.

**C. Specific Service Limitations:** The Contractor shall **NOT** bill DSPD for RP2 services provided to youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Rate:** RP2 is a quarter hour and daily service. The Contractor shall bill for the daily rate if a Person requires six or more hours of RP2 services within a 24-hour period.

EXCEPTIONAL CARE RESPITE WITHOUT ROOM AND BOARD – DHS SERVICE CODE: RP3

**A. General Description:** Exceptional Care Respite without Room and Board (“**RP3**”) provides one-to-one and group care to Persons who may require specialized equipment and have exceptional medical or behavioral needs. RP3 provides care to Persons to give relief to, or during the absence of, the Person’s normal caregiver.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Complete DSPD Form 929 and have it approved by DSPD prior to providing services. DSPD Form 929 establishes the Person does have exceptional care needs;

2. Provide services that meet the Person’s exceptional medical or behavior needs;

3. Ensure health and safety of Persons during the absence of the Person’s normal caregiver;

4. Not be responsible for the Person’s personal belongings such as clothing, personal hygiene products, and medicine. These items will be provided by the Person’s normal caregiver; and

5. Provide services in:

a. A facility with a staff ratio of one staff for up to six Persons; **OR**

b. The private residence of an RP3 staff. Prior to providing RP3 services, all individuals who live in the private residence must pass a criminal background screening from the DHS/Office of Licensing. The Contractor shall have a staff ratio of one staff for up to three Persons. The RP3 staff’s own minor children and other individuals who reside in the residence under the age of 14 are to be included in this ratio. Another adult caregiver caring for the other children under the age of 14 may be counted in this ratio, but only relative to the other children under the age of 14 in the home; **OR**

c. The Person’s residence.

**C. Specific Service Limitations:** The Contractor shall **NOT** bill DSPD for RP3 services provided to youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Rate:** RP3 is a quarter hour and daily service. The Contractor shall bill for the daily rate if a Person requires more than six hours of RP3 services within a 24-hour period.

ROUTINE RESPITE WITH ROOM AND BOARD – DHS SERVICE CODE: RP4

**A. General Description:** Routine Respite with Room and Board (“**RP4**”) provides overnight one-to-one and group care to Persons to give relief to, or during the absence of, the Person’s normal caregiver.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Ensure health and safety of Persons during the absence of the Person’s normal caregiver;

2. Not be responsible for the Person’s personal belongings such as clothing, personal hygiene products, and medicine. These items will be provided by the Person’s normal caregiver; and

3. Provide services in:

a. A facility with a staff ratio of one staff for up to six Persons; **OR**

b. The private residence of a RP4 staff. Prior to providing RP4 services, all individuals who live in the private residence shall pass a criminal background screening from the DHS/Office of Licensing. The Contractor shall have a staff ratio of one staff for up to three Persons. The RP4 staff’s own minor children and other individuals who reside in the residence under the age of 14 are to be included in this ratio. Another adult caregiver caring for the other children under the age of 14 may be counted in this ratio, but only relative to the other children under the age of 14 in the home.

**C. Specific Service Limitations:**

 The Contractor shall **NOT:**

1**.** Bill DSPD for RP4 services provided to youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services; and

2. Provide services in the Person’s residence.

**D. Rate:** RP4 is a daily rate, and 6-24 hours of RP4 is included in the daily rate.

EXCEPTIONAL CARE RESPITE WITH ROOM AND BOARD – DHS SERVICE CODE: RP5

**A. General Description:** Exceptional Care Respite with Room and Board (“**RP5**”) provides overnight one-to-one and group care to Persons who may require specialized equipment and have exceptional medical or behavioral needs. RP5 provides care to Persons to give relief to, or during the absence of, the Person’s normal caregiver.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Complete DSPD Form 929 and have it approved by DSPD prior to providing services. DSPD Form 929 establishes the Person does have exceptional care needs;

2. Provide services that meet the Person’s exceptional medical or behavior needs;

3. Ensure health and safety of Persons during the absence of the Person’s normal caregiver;

4. Not be responsible for the Person’s personal belongings such as clothing, personal hygiene products, and medicine. These items will be provided by the Person’s normal caregiver; and

5. Provide services in:

a. A facility with a staff ratio of one staff for up to six Persons; **OR**

b. The private residence of an RP5 staff. Prior to providing RP5 services, all individuals who live in the private residence must pass a criminal background screening from the DHS/Office of Licensing. The Contractor shall have a staff ratio of one staff for up to three Persons. The RP5 staff’s own minor children and other individuals who reside in the residence under the age of 14 are to be included in this ratio. Another adult caregiver caring for the other children under the age of 14 may be counted in this ratio, but only relative to the other children under the age of 14 in the home.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Bill DSPD for RP5 services provided to youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services; and

2. Provide services in the Person’s residence.

**D. Rate:** RP5 is a daily rate, and 6-24 hours of RP5 is included in the daily rate.

RESPITE SESSION – DHS SERVICE CODE: RPS

**A. General Description:** Respite Session (“**RPS**”) provides sessions of care to Persons to give relief to, or during the absence of, the Person’s normal caregiver.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provided services as specified in the Person’s PCSP;

2. Provide services as a part of camps, summer programs, extended respite programs, overnight camps and programs, and other comparable programs;

3. Provide services in a facility or other community-based program;

4. Provide services with a staff ratio of one staff for up to six Persons;

5. Ensure health and safety of Persons during the absence of the Person’s normal caregiver; and

6. Not be responsible for the Person’s personal belongings such as clothing, personal hygiene products, and medicine. These items will be provided by the Person’s normal caregiver.

**C. Specific Service Limitations**:

 The Contractor shall **NOT**:

1. Provide services in the Person’s residence;

2. Provide services in the residence of the Person’s immediate family;

3. Provide services in the Contractor’s or the Contractor’s staff’s residence;

4. Provide services supporting Persons in a volunteer setting, unless prior written approval has been obtained from the DSPD Director; and

5. Bill DSPD for RPS services provided to youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services except when used for a therapeutic respite camp.

**D. Rate:** RPS is a per session rate.

SUPPORTED EMPLOYMENT WITH A CO-WORKER – DHS SERVICE CODE: SEC

**A. General Description:** Supported Employment with a Co-Worker (“**SEC**”) services support Persons in their efforts to obtain, maintain, and advance in Integrated Community Employment. “**Integrated Community Employment**” means employment in the community, compensated with wages paid to Persons that are at least minimum wage and equal to the wages and other benefits provided to individuals without disabilities for similar work, and consistent with the Fair Labor Standards Act. Supports are provided to the Person from a co-worker when the Person is at work. SEC is a pass through payment to the Employer of the co-worker and the Person.

**B. Direct Service Requirements:**

The Contractor shall:

1. Arrange with private businesses for a co-worker to provide additional support for the Person during the times the Person is scheduled to work;

2. Ensure services are provided to the Person in the private business where the Person is employed. The Contractor shall ensure that the Person’s employment is Integrated Community Employment in a setting where the Person has the opportunity to work with other people, the majority of whom are without disabilities;

3. Provide the Employer and co-worker with training on the Person’s support needs. The training must be completed by the Person’s job coach who provides the Person’s Supported Employment Individual (“**SEI**”) services pursuant to this contract;

4. Ensure services are provided with full- or part-time Integrated Community Employment, and may provide services at any time during a 24-hour day;

5. Complete pre-employment activities as a part of SEI if the Person is not currently employed; and

6. Maintain documentation of the pass through funds and co-worker supports received by the Person.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Bill DSPD for supervisory activities that are provided as a normal part of the employment setting;

2. Utilize SEC payments to fund incentive payments or unrelated vocational training expenses; and

3. Bill DPSD for SEC for supporting the Person in a volunteer setting.

**D. Specific Contractor Qualifications:** The Contractor shall provide the Person’s SEI services.

**E. Rate:**  SEC is a quarter hour rate paid to the Contractor to reimburse the Person’s employer for the coworker through a pass-through payment.

SUPPORTED EMPLOYMENT IN A GROUP – DHS SERVICE CODE: SED

**A. General Description:** Supported Employment in a Group (SED) supports work groups of Persons in their efforts to obtain, maintain, and advance in integrated competitive employment.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Ensure work groups include enclaves and mobile work crews. The Contractor shall ensure that workgroups have between two to eight Persons per work group;

2. Ensure work group training, supervision, and employment be at a host company or at a self-contained business location in a setting where the Person is afforded the opportunity to work with others, the majority of whom are without disabilities;

3. Ensure services are provided under the direction of a job coach;

4. Conduct assessments with the Person to determine skills, interests, or behaviors of the Person before employment or for replacement of employment. The Contractor shall provide assessments at an approved facility or employment site;

5. Conduct job development activities that include locating potential employers in the community, introducing the Person to specific employers, conducting job analyses, and arranging for certification and other related activities that will enhance the Person’s job and placement opportunities;

6. When applicable, spend time with, or on behalf of, the Person in an effort to secure enclave and mobile work crew employment for the Person; and

7. Provide transportation of the Person during the SED program. The Contractor may bill DSPD for MTP for transportation of the Person by the Contractor to and from the Person’s home. The Contractor shall provide staff during transportation, as needed, to ensure the Person’s health and safety.

The Contractor may provide services anytime during a 24-hour day.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Utilize SED payments to fund incentive payments, subsidies, or unrelated vocational training expenses, including incentive payments made to an employer or beneficiaries to encourage or subsidize an employer participation in a supported employment program;

2. Pay Persons less than what is paid to other employees without disabilities performing similar labor. If the Contractor pays a Person less than minimum wage, the Contractor shall have a Certificate pursuant to Section 14 (C) of the Fair Labor Act from the Federal Department of Labor permitting payment of a sub-minimum wage; and

3. Bill DSPD for SED for supporting the Person in a volunteer setting unless prior written approval has been obtained from the DSPD Director or designee.

**D. Rate:**  SED is a daily rate per Person.

SUPPORTED EMPLOYMENT ENTERPRISE – DHS SERVICE CODE: SEE

**A. General Description:** Supported Employment Enterprise (“**SEE**”) services support Persons who are working competitively to establish, maintain, or advance their self-employment in a business enterprise of the Person’s creation.

**B. Direct Service Requirements:**

The Contractor shall:

1. Conduct assessments with the Person to determine skills, interests, or behaviors of the Person before self-employment. The Contractor shall provide assessments at an approved facility or employment site;

2. Assist the Person in conducting business enterprise development activities, including:

a. Locating potential customers in the community;

b. Introducing the Person to specific customers;

c. Conducting business development and market analyses;

d. Arranging for certification and other related activities that will enhance enterprise development and creation opportunities;

e. Creating a business plan;

f. Obtaining business financing;

g. Establishing and maintaining financial management and accounting systems; and

h. Implementing the business.

3. When applicable, spend time with, or on behalf of, the Person in an effort to secure self-employment business enterprise development for the Person; and

4. Transport the Person to and from the Person’s home and service related activities.

The Contractor may provide services anytime during a 24-hour day.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Bill DSPD for services that are not for adaptations, supervision, and training required by the Person as a result of the Person’s disability;

2. Utilize SEE payments to fund incentive payments, subsidies, or unrelated vocational training expenses, including incentive payments made to an employer or beneficiaries to encourage or subsidize an employer’s participation in a supported employment program; and

3. Bill DSPD for SEE for supporting the Person in a volunteer setting unless prior written approval has been obtained from the DSPD Director or designee.

**D. Rate:**  SEE is a daily rate, based on a DSPD Worksheet.

SUPPORTED EMPLOYMENT FOR AN INDIVIDUAL – DHS SERVICE CODE: SEI

**A. General Description:**

Supported Employment for an Individual (“**SEI**”) provides ongoing one-to-one supports to Persons in their efforts to obtain, maintain, and advance in competitive, customized, or self-employment in integrated work settings. The outcome of this service is sustained paid employment at or above the minimum wage in an integrated setting in the general workforce in a job that meets personal and career goals.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide job coaching to the Person to maintain and have advancement opportunities in community-integrated employment or self-employment.  The Contractor shall include the following as a part of job coaching:

a. Analysis of the Person’s daily work tasks that will help to teach, train, and provide instructions to the Person to independently complete as much of the tasks as possible;

b. On-site monitoring and training, or retraining as needed for specific job tasks, with the primary goal of reducing the need for support and promoting independence. The Contractor may include the following in its training and instruction: instructional prompts; verbal and written instructions; self–management tools; role play; and fading of supports;

c. Personal assistance with daily living activities such as toileting, transferring, and eating. The Contractor shall ensure that, although personal assistance may be a component of SEI supports, it may not comprise the entirety of the service;

d. Supervision of the Person to ensure the Person’s health and safety. The Contractor shall NOT include employment supervision as a part of SEI;

e. Direct job supports provided to the Person via technology. The Contractor shall provide direct job supports that are essential for the Person’s successful employment while the Person is on the job;

f. Assistance and training on communication as it relates to employment, including asking for time off, accommodations, and self-advocacy;

g. Assistance and training on how to interact with co-workers and the work culture;

h. Advising or discussing with the Person or others any aspect of the processes of obtaining and maintaining work; and

i. Developing and implementing guidelines for worker conduct in line with employer expectations and resolving any problems in the workplace.

2. Encourage and train the Person and the Person’s co-workers on engagement of unpaid, natural co-worker supports to the Person, with the goal of minimizing or eliminating the Person’s need of SEI supports;

3. Identify and coordinate provisions for reasonable worksite accessibility and accommodations;

4. Coordinate with, and provide assistance and information to, other staff and individuals involved in the Person’s Employment Plan;

5. When applicable, advise the Person on the relationship between earned income and benefits, including SSI, Medicaid, and insurance;

6. When applicable, spend time with, or on behalf of, the Person as a part of pre-placement activities. The Contractor shall NOT bill DSPD for activities not related to a specific Person. The Contractor shall bill for no more than 60 hours per Person for pre-placement and re-placement activities per year. Additional hours may be added only with the prior written approval of the DSPD Director or designee. The Contractor may include the following as pre-placement and re-placement activities:

a. Intake: The Contractor shall meet with the Person, SC, and others to gain sufficient information on the Person in order to initiate services;

b. Vocational Assessments: The Contractor shall determine skills, interests, or behavior of the Person before employment or for the re-placement of employment. The Contractor shall provide services at an approved facility or employment site; and

c. Job Development and Placement: The Contractor shall conduct job development activities including locating potential employers in the community, introducing the Person to specific employers, conducting job analysis, arranging for certification, and other such activities that will enhance job development and placement opportunities. The Contractor shall ensure that all such activities are on behalf of the Person.

7. Ensure that employment that occurs as a part of SEI services are on a full- or part-time basis during traditional or non-traditional workdays, and in settings where the Person is afforded the opportunity to work with others, the majority of whom are without disabilities;

8. Ensure that Persons are compensated at a wage commensurate with their level of training and development, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals without disabilities, and at rates consistent with Federal vocational rehabilitation regulations contained within the Fair Labor Standards Act. Persons who are self-employed may have income less than minimum wage according to their business revenue and expenses if it is in compliance with state and federal law;

9. If the Person loses his or her job, refer the Person back to the Division of Vocational Rehabilitation if the process of securing re-employment takes longer to effect than one year from the date of closure of the case by the Division of Vocational Rehabilitation; and

10. Provide routine transportation for the Person related to the Person's supported employment based on the Contractor's and Person's team's reasonable and professional judgment.

 The Contractor may provide services anytime during a 24-hour day.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Bill DSPD for supervision, training, support, and adaptations typically available to other workers without disabilities filling similar positions in the business;

2. Bill DSPD for SEI services that are available under or funded by the Utah State Office of Rehabilitation Vocational Rehabilitation, including under either the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act;

3. Utilize SEI payments to fund incentive payments, subsidies, or unrelated vocational training expenses including incentive payments made to an employer or beneficiaries to encourage or subsidize an employer's participation in a supported employment program;

4. Pay Persons receiving Supported Employment services less than what is paid to other non-ID.RC or non-ABI employees providing similar labor. If the employer or the Contractor pays a Person less than minimum wage, the employer or the Contractor (depending on which entity actually pays the Person) shall have a Certificate pursuant to Section 14 (C) of the Fair Labor Standards Act from the Federal Department of Labor permitting payment of a sub-minimum wage; and

5. Bill DSPD for SEI for supporting the Person in a volunteer setting unless prior written approval has been obtained from the DSPD Director or designee.

**D. Specific Training Requirements:** The Contractor’s SEI staff shall complete and achieve competency in training that prepares them to perform the critical job functions for this service.

**E. Rate:** SEI is a quarter hour rate. SEI services that are provided for six hours or more per day are billed at a rate not to exceed that for the six hour daily rate.

SUPPORTED LIVING QUARTER HOUR – DHS SERVICE CODE: SLH

**A. General Description:** Supported Living Quarter Hour (“**SLH**”) provides supervision, skills building, and assistance to Persons when the Contractor is primarily responsible for maintaining the health and safety of the Person. Services will support the Person to live as independent, self-determined lives as possible integrated into their community.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide training, skills development, and assistance to the Person with the following:

a. Personal care including activities of daily living such as eating, bathing, and dressing;

b. Homemaker and chore tasks;

c. Advocacy and self-help;

d. Communication and socialization;

e. Personal finances including keeping track of money and bills; and

f. Accessing community services and resources including applying for assistance and obtaining Social Security benefits.

2. Provide both direct and indirect services to the Person. Indirect services include phone calls or other activities completed on behalf of the Person. The Contractor shall provide indirect services that are reasonable based on the Contractor’s professional judgment. The Contractor shall document in writing the indirect services provided;

3. Provide transportation for the Person;

4. Have primary responsibility for maintaining the Person’s health and safety. The Contractor shall provide services to Persons who live in the community:

a. Alone in their own home;

b. With roommates;

c. With a spouse; or

d. As Adult Persons who live with their parents or other related caregiver.

5. Create and maintain an inventory of the Person’s belongings. The Contractor shall maintain the inventory in the Person’s file and shall include written documentation of the following:

a. The date the inventory was completed and the name of the staff that completed the inventory;

b. The Person’s belongings that have significant value to the Person;

c. The Person’s belongings with a purchase value of $50.00 or more;

d. New items added as received by the Person that have significant value to the Person or with a purchase value of $50.00 or more; and

e. Discarded items removed, including the reason of discard and signature from the Person or their legal guardian.

**C. Specific Service Limitations:**

 The Contractor shall **NOT**:

1. Bill DSPD for Family and Individual Training and Preparation Services (“**TFB**”) during the same time a Person receives SLH unless an exceptional care need exists and it has been approved by the DSPD director in writing prior to providing TFB; and

2. Bill DSPD for SLH services provided to youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Rate:** SLH is a quarter hour service.

SUPPORTED LIVING NATURAL – DHS SERVICE CODE: SLN

**A. General Description:** Support Living Natural (“**SLN**”) provides supervision, skills building, and assistance to Persons when the Contractor is not primarily responsible for maintaining the health and safety of the Person. Services will support the Person to live as independent, self-determined lives as possible, integrated into their community.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Provide training, skills development, and assistance to the Person with the following:

a. Personal care including activities of daily living such as eating, bathing, and dressing;

b. Homemaker and chore tasks;

c. Advocacy and self-help;

d. Communication and socialization;

e. Personal finances including keeping track of money and bills; and

f. Accessing community services and resources including applying for assistance and obtaining Social Security benefits.

2. Provide both direct and indirect services to the Person. Indirect services include phone calls or other activities completed on behalf of the Person. The Contractor shall provide indirect services that are reasonable based on the Contractor’s professional judgment. The Contractor shall document in writing the indirect services provided;

3. Provide transportation for the Person; and

4. Provide services only to Persons who live with parents or other relatives that are primarily responsible for the Person’s health and safety, management of benefits, medication observation, and activities of daily living.

**C. Specific Service Limitations:** The Contractor shall **NOT**:

1. Bill DSPD for Family and Individual Training and Preparation Services (“**TFB**”) during the same time a Person receives SLH, unless an exceptional care need exists and it has been approved by the DSPD director in writing prior to providing TFB; and

2. Bill DSPD for SLN services provided to youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Rate:** SLN is a quarter hour service.

FAMILY AND INDIVIDUAL TRAINING AND PREPARATION – DHS SERVICE CODE: TFB

**A. General Description:** Family and Individual Training and Preparation (“**TFB**”) provides coaching for Persons and their Family members. For the purpose of this service, “**Family**” is defined as the individuals who are not employed to provide supports to the Person, and who live with or provide supports to the Person. It may include a parent, spouse, children, relatives, or in-laws.

**B. Direct Service Requirements:**

 The Contractor shall:

1. Assist the Person and the Person’s Family with acquiring, retaining, and improving skills aimed at safely preserving integration and inclusion of the Person in the community and Family unit. Skills building must be based on the Person’s and the Person’s Family’s needs and as determined by the Person’s PCST; and

2. Provide training on the Person’s treatment regimens, the use of adaptive equipment, self-advocacy skills including instructions and consultation on ways to be as self-sufficient and independent as possible, the Person’s choices, rights and personal responsibilities, social skills development, accessing community activities, identifying, building and maintaining natural supports, Family preservation, and other comparable topics.

**C. Specific Service Limitations:**

The Contractor shall **NOT**:

1. Bill DSPD for services provided unless there is an exceptional care need that has been approved in writing by the DSPD Director prior to providing services for Persons who are currently receiving the following services: Residential Habilitation Supports (RHS); Host Home Supports (HHS); Professional Parent Supports (PPS); or Supported Living Hourly (SLH);

2. Bill DSPD for services that consist solely of supervision, companionship, or observation of the Person during community activities; and

3. Bill DSPD for services to children in the custody of DHS, Division of Child and Family Services.

**D.** **Specific Contractor Qualifications**: The Contractor shall:

1. Have a bachelor's degree in social or behavioral sciences; and

2. Have at least one year, within the past five years, of work experience providing training to people with ID.RC and/or ABI and their families.

**E. Rate:** TFB is a quarter hour rate.