

Exhibit 6

2013

Maryland Department of Juvenile Services
Residential and Community-Based Services Gap
Analysis

Submitted by the
Department of Juvenile
Services in partnership with
The Institute for Innovation
& Implementation

12/31/2013

- There appears to be a shortage of services available for Level II/staff secure residential programs. On any given day, DJS has approximately eight slots available using two privately-run group homes to serve girls who require a staff secure placement, yet the forecast analysis projects that 16 girls require services at this level. An analysis of girls' needs indicates that programming in Level II programs should focus on alcohol and drug use, in addition to mental health. These findings are also supported by analyses of placement ejections and girls placed outside Maryland.
- There are sufficient resources for Level I/community-based residential programs, with 81 slots available to girls on any given day and 65-67 girls projected for this level of programming. The evidence-based services (EBSs) described above may also be utilized as alternatives to out-of-home placement for these youth, if they are eligible and the youth and caregivers are amenable to treatment.
- There are sufficient resources for mental health residential treatment based on prior utilization, with 47-48 girls projected to need this type of placement, and 51 mental health residential placements (MHRPs) utilized on average. This included 37 residential treatment center (RTC) beds, six beds in diagnostic units, eight psychiatric hospital beds, and one high intensity psychiatric respite bed. Nonresidential services, such as care coordination in the community through the Care Management Entity (CME), may also be appropriate alternatives to residential care for some youth.

Residential Service Gaps for Boys

- There is a shortage in capacity to serve boys in Level III programs. Whereas 135-138 boys are projected to require Level III programming on any given day, there is currently only one hardware secure program in Maryland that serves 48 boys. An assessment of boys' needs indicates that Level III programming should address the continuum of behavioral health needs with emphasis on alcohol and drug use, family functioning, aggression, and mental health. These findings are also supported by an analysis of boys who were placed in programs outside of Maryland in FY12 and FY13.
- There are sufficient services available for Level II programs. On any given day, DJS has approximately 335 slots available using seven staff secure programs, one therapeutic group home, one group home, and three intermediate care facilities for boys who require a staff secure placement. The forecast analysis projects that 269-275 boys require services at this level. An analysis of boys' needs indicates that services in Level II programs should

Level III programs are hardware secure residential programs, meaning the program relies primarily on the use of construction and hardware such as locks, bars, and fences to restrict youth's movement. The hardware secure programs are generally designed for youthful offenders who are adjudicated for violent offenses or have a history of violent offending.

Level II programs are staff secure residential programs, meaning a youth's movement is controlled by staff supervision rather than by restrictive architectural features. These programs are typically utilized for more serious, non-violent and/or chronic offenders. Some group homes and therapeutic group homes are also classified as Level II programs, when the program offers school on-site and residents have only supervised access to the community. Intermediate care facilities for addictions (ICFAs; i.e., in-patient substance use treatment) are also included in this level.

Level I programs are community-based residential programs, which serve youth who are committed to DJS but do not require placement in a secure setting and may continue to access school and other activities in the community with structured supervision. This level of services typically includes foster care, treatment foster care, group homes (including high intensity group homes), therapeutic group homes, alternative living units, independent living programs, and transitional living programs.

Additionally, youth who are committed to DJS may be placed in residential programs designed for youth with serious emotional disabilities for diagnostic, stabilization, or longer-term treatment purposes. These programs include public and privately-run residential treatment centers (RTCs), diagnostic units, high intensity psychiatric respite, and psychiatric hospitals. Throughout this report, these programs will be referred to globally as *Mental Health Residential Placements* (MHRPs). Referrals to PMHS services are evaluated by local Core Service Agencies, and must have final authorization for services from the Administrative Service Organization (ValueOptions). PMHS services are funded through Medicaid or through the Mental Hygiene Administration (MHA). See Figure 2 for the residential program classification scheme.

DJS also has per diem contracts (i.e., pay for use) with 38 residential programs located outside of Maryland. These programs are utilized to accommodate youth who require more restrictive settings but are not eligible for programs within Maryland or cannot be adequately served by the in-state programs (e.g., youth with unique health needs). The majority of out-of-state programs are

classified as residential treatment centers⁷ (n=16), followed by staff secure programs (n=13) and hardware secure programs (n=8). Almost half of these programs (n=17) are located in Pennsylvania.

Figure 2. DJS Residential Program Levels and Subtypes

Security Level	Residential Program Subtype
Level III - Hardware Secure	- Hardware Secure Facility
Level II - Staff Secure	- Intermediate Care Facility for Addictions - Behavioral Program (e.g., Youth Center) - Group Homes and Therapeutic Group Homes with Schools on-site
Level I - Community-based	- Foster Care, Treatment Foster Care - Group Home/High Intensity Group Home - Therapeutic Group Home - Alternative Living Unit - Independent Living Program - Transitional Living Program
Mental Health Residential Placements	- Residential Treatment Center - Diagnostic Unit - High Intensity Psychiatric Respite - Psychiatric Hospital

Service Gap Analysis

Community-Based Service Gap Analysis

Again, the broader community-based service arrays vary by jurisdiction, and services for DJS-involved youth may be provided by many agencies. In order to establish these arrays, regional DJS staff compiled lists of community-based programs and services for each county/jurisdiction (excluding community-based *residential* programs, which are discussed in the residential sections of this report). For each program, they provided the name, a short description, gender(s) served, and the types of services provided/intervention area(s). The regional and jurisdictional breakdowns of program offerings are summarized by gender in Figure 3. Some jurisdictions listed significantly more programs than others; this may reflect actual differences in the availability of

⁷ Out-of-state residential treatment centers may not meet Maryland's definition of a residential treatment center, which is synonymous with the federal definition of a psychiatric residential treatment facility, or PRTF).

Figure 19. Characteristics of Boys Admitted to Out-of-State Residential Placements in FY12 and FY13

	Level II	Level III	MHRP	Total
Number of Boys	164	98	29	291
Average Age	17.0	17.2	17.5	17.1
Race/Ethnicity				
African American/Black	94%	88%	76%	90%
Caucasian/White	4%	7%	7%	5%
Hispanic/Latino	2%	5%	17%	5%
DJS Region				
Baltimore City	51%	36%	38%	45%
Central	9%	3%	3%	6%
Western	0%	0%	0%	0%
Eastern Shore	4%	1%	3%	3%
Southern	12%	5%	21%	11%
Metro	24%	55%	35%	36%
Offense Type*				
Person-to-Person Felony	25%	54%	14%	33%
Drug Felony	5%	2%	14%	5%
Other Felony	11%	19%	14%	14%
Person-to-Person Misdemeanor	16%	5%	28%	14%
Drug Misdemeanor	11%	5%	3%	8%
Other Misdemeanor	21%	7%	21%	16%
VOP	11%	7%	7%	9%
Missing	0%	1%	0%	<1%
Treatment Needs/Offender Type*				
Mental Health	60%	49%	90%	59%
Alcohol & Drug Use	60%	50%	52%	56%
Family Functioning	85%	74%	90%	82%
Aggression/Assaultive Behavior	90%	84%	96%	89%
Violent Offender	6%	16%	10%	10%
Sex Offender	2%	4%	0%	2%
Fire Setter	2%	5%	3%	3%

*From the MCASP Assessment.

In FY12 and FY13, 291 boys were placed in 26 out-of-state residential programs (Figure 20). The majority were placed in staff secure programs (161 admissions), followed by hardware secure programs (87 admissions) and residential treatment centers (29 admissions). Most of these boys were placed in programs located in Pennsylvania (n=141), followed by Iowa (n=58) and Tennessee (n=36). When considering these findings in relation to in-state service gaps, it is important to note that youth placed in out-of-state staff secure facilities typically present risk levels that would warrant a hardware secure placement within Maryland (with the exception of those placed in Glen Mills School).

A substantial number of boys were placed out-of-state in FY12 and FY13, demonstrating a clear gap in programs that can serve these youth in Maryland. Specifically, the findings point to the need for hardware secure programming that can accommodate DJS-involved boys in Maryland. In addition,

a significant number of youth were served in out-of-state MHRPs, suggesting a potential gap in these in-state services, as well.

Figure 20. Out-of-State Residential Placements for Boys, FY12 & FY13 Admissions (N=291)

Residential Program Type/Name	Program Location	# Boys
Hardware Secure Facility		87 total
Abraxas Residential Services	Pennsylvania	37
Mid Atlantic Youth Services – PA Child Care	Pennsylvania	13
Mid Atlantic Youth Services – Western PA Child Care	Pennsylvania	29
Northwestern Academy (NHS Human Services)	Pennsylvania	8
Hardware Secure Facility with Intensive Mental Health Services		10 total
Turning Point Youth Center	Michigan	10
Staff Secure Facility*		163 total
Abraxas Residential Services	Pennsylvania	15
Bennington School	Vermont	2
Canyon State Academy	Arizona	11
Clarinda Academy	Iowa	33
Glen Mills School	Pennsylvania	22
Lakeside Academy	Michigan	3
Mid Atlantic Youth Services – PA Child Care	Pennsylvania	2
Natchez Trace Youth Academy	Tennessee	36
Summit Academy	Pennsylvania	14
Woodward Academy	Iowa	25
Staff Secure Facility with Intensive Substance Abuse Treatment*		1 total
Foundations for Living	Ohio	1
Residential Treatment Center		29 total
Boys Town	Nebraska	5
Coastal Harbor Treatment Center	Georgia	1
Cottonwood Treatment Center	Utah	1
Devereux Florida	Florida	4
Devereux Georgia	Georgia	8
Devereux Pennsylvania – Children’s IDD Services	Pennsylvania	1
Laurel Oaks Behavioral Health Center	Alabama	5
New Hope Carolinas	South Carolina	2
Newport News Behavioral Health Center	Virginia	2
Three Rivers Residential Treatment – Midland Campus	South Carolina	1

*Youth placed in out-of-state staff secure facilities typically present risk levels that would warrant a hardware secure placement within Maryland, with the exception of Glen Mills School.

Conclusion & Recommendations

Summary of Service Gaps

The primary purpose of this report was to identify gaps in services for girls and boys involved with DJS. Several analyses were conducted to determine gaps in the community-

based and residential service continuums, with a focus on gender-specific services. The major findings related to identified service gaps are summarized below:

Community-Based Service Gaps

- The following jurisdictions reported having no gender-specific community services for girls, despite having a significant number of girls on probation supervision: Baltimore County (114 girls court-ordered to probation in FY13), Prince George's County (62), Anne Arundel County (61), and Wicomico County (30).
- A significant number of youth under probation in Anne Arundel and Worcester Counties demonstrated a moderate or high need related to aggression, but these counties did not report utilization of any services to address this need.
- A significant number of youth under probation in Wicomico and Worcester (boys only) Counties demonstrated a moderate or high education/school need, but these counties did not report access to any education support services.

Residential Service Gaps for Girls

- There appears to be a shortage of services available for Level II/staff secure residential programs for girls. On any given day, DJS has approximately eight slots available using two privately-run group homes to serve girls who require a staff secure placement, yet the forecast analysis projects that 16 girls require services at this level. An analysis of girls' needs indicates that programming in Level II programs should focus on alcohol and drug use, as well as mental health.

Residential Service Gaps for Boys

- There is a shortage in capacity to serve boys in Level III programs. Whereas 135-138 boys are projected to require Level III programming on any given day, there is currently only one hardware secure program in Maryland that serves 48 boys. An assessment of boys' needs indicates that Level III programming should address alcohol and drug use, family functioning, and aggression, as well as mental health.
- There is a potential shortage in appropriate mental health residential treatment beds. On the one hand, the forecast analysis indicated that 123-126 boys are projected to need this type of placement, and 130 MHRPs have been utilized on average. These included 77 RTC beds, 12 psychiatric hospital beds, 11 beds in diagnostic units, and one high intensity psychiatric respite bed. And once again, nonresidential services such as CMEs may also provide appropriate alternatives to residential care for some youth. On the other hand, 29

Exhibit 7



Governor's Office for Children
Promoting the well-being of Maryland's children

**FY2014 State of Maryland Out-of-Home Placement
and Family Preservation Resource Plan**

Submitted by the
Governor's Office for Children
On behalf of the Children's Cabinet

December 12, 2014

Placement Categories

There are four categories of out-of-home placement for children in the State of Maryland. These categories fall on a continuum, beginning with the least restrictive setting (Family Home) and moving toward more highly-structured and treatment-oriented setting (Hospitalization).

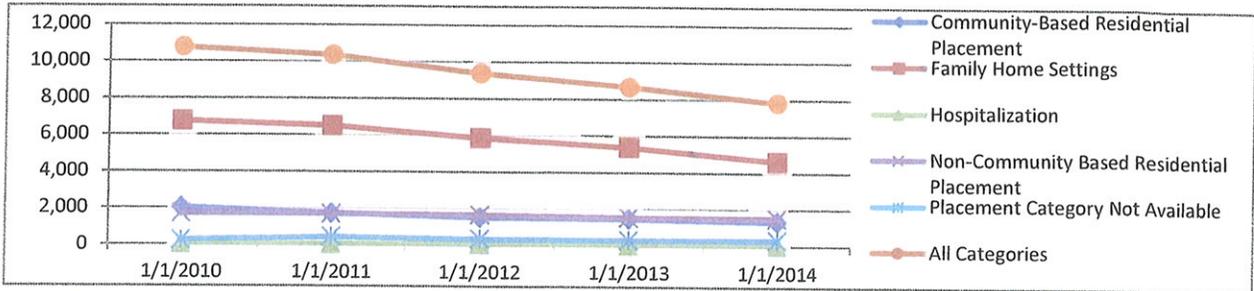
Family Home	Non-Community-Based
Adoptive Care	Diagnostic Evaluation Treatment Programs
Foster Care	Non-Secure/Non-Residential Treatment Center
Formal Relative (Kinship) Care	Residential Educational Facilities
Restricted Relative (Kinship) Care	Residential Treatment Centers
Treatment Foster Care	Substance Abuse and Addiction Programs
Living-Arrangement – Family Home	Living Arrangement – Non-Community-Based
Community-Based	Hospitalization
Independent Living Programs	In-Patient Private
Residential Child Care Programs	Psychiatric Hospitalization
Community Supported Living Arrangement	
Living Arrangement – Community-Based	

Table 1

While there is a range of out-of-home placement types, only DHR and DJS place children in all the placement categories. DHMH and its administrations (MHA, DDA, and ADAA) place children in only one category each. MSDE only funds placements and does not directly place children. Table 2 illustrates overlaps among agencies in placement subcategories, and the subcategories specific to a particular agency.

Statewide Summary

The Maryland regulations addressing DHR's out-of-home placement program (COMAR 07.02.11) set forth the requirements of the program to reduce the rate at which children enter and re-enter out-of-home placements; reduce the median length of stay in out-of-home placements; minimize the number of placement changes within 24 months of entering out-of-home placements; increase the percentage of reunifications, guardianships, and adoptions; and decrease the number of children in out-of-home placements.

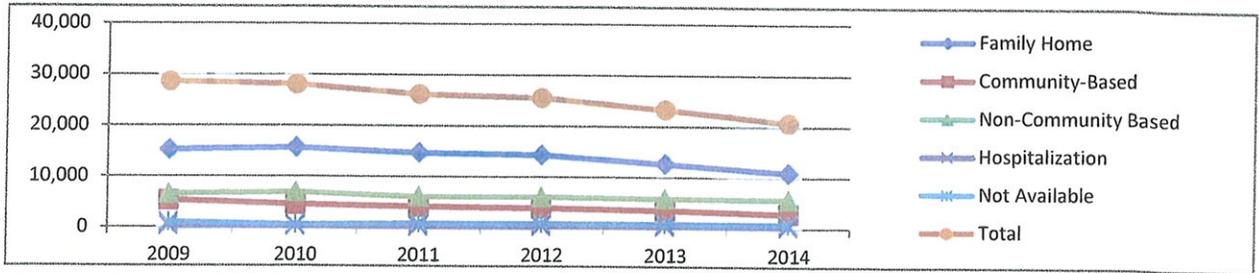


Statewide Placement Trends								
Category	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
Community-Based Residential Placement	2,035	1,718	1,514	1,465	1,335	1,161	-10.5%	-13.0%
Family Home Settings	6,755	6,490	5,840	5,359	4,619	4,114	-9.4%	-10.9%
Hospitalization	29	31	43	18	31	25	8.1%	-19.4%
Non-Community Based Residential Placement	1,704	1,686	1,646	1,531	1,514	1,482	-2.7%	-2.1%
Placement Category Not Available	251	435	336	302	324	322	9.4%	-0.6%
All Categories	10,774	10,360	9,379	8,675	7,823	7,104	-8.0%	-9.2%

Table 3

The number of children in out-of-home placements has been steadily decreasing since FY2009. In the last fiscal year, the number decreased by 719.³ The most significant decrease has been in the Community-Based Placement category, with a decrease of 17.9% from last fiscal year. It is estimated that nearly 8,000 Maryland children are in out-of-home placements on any given day.

³The number of non-community-based residential placements is higher than actual placements because DJS Residential Treatment Center placements (included in the number of non-community-based residential placements) are reported by both DJS and MHA. DJS Residential Treatment Center placements are included in Table 60. The numbers are unchanged in Table 3 to ensure consistency between the data based on the Statewide one-day census totals, which are not disaggregated by placement subcategory.



Category	2009	2010	2011	2012	2013	2014	Average Change	Last Year Change
Family Home	15,306	15,720	14,772	14,351	12,682	11,015	-6.2%	-13.1%
Community-Based	5,370	4,544	4,161	3,935	3,563	2,925	-11.3%	-17.9%
Non-Community Based	6,637	6,992	6,154	6,115	5,865	5,737	-2.7%	-2.2%
Hospitalization	326	307	292	306	393	337	1.7%	-14.2%
Not Available	1,057	572	887	877	850	832	0.6%	-2.1%
Total	28,696	28,135	26,266	25,584	23,353	20,846	-6.1%	-10.7%

Table 4

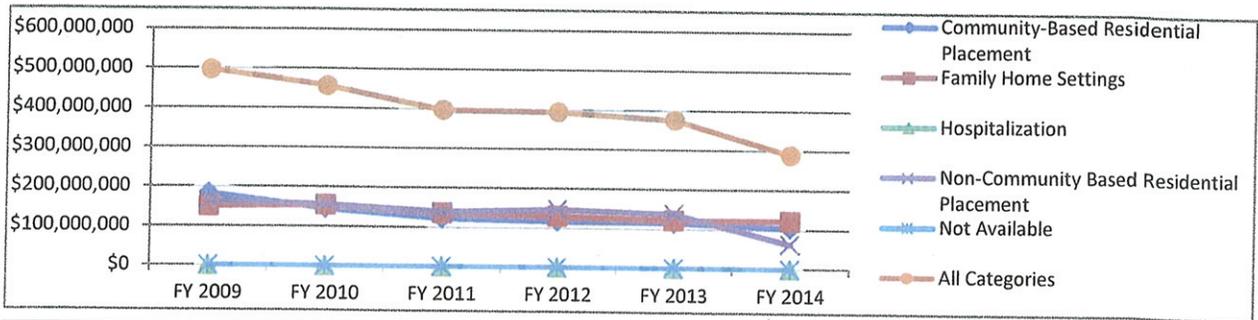
The total number of out-of-home placements each fiscal year has decreased, as well, by more than 8,000 in the last five fiscal years. As shown in Table 4, the number of Total Served comes from the number of children in out-of-home placements at the start of the fiscal year and all the new out-of-home placements added until the end of the fiscal year.

State Fiscal Year	Placements at Start of FY	Starts in FY (New Placements)	Total Served	Ends in FY (Placement Exits)	Placements at End of FY
2010	10,499	17,636	28,135	17,972	10,163
2011	9,635	16,631	26,266	16,871	9,395
2012	9,060	16,524	25,284	17,170	8,414
2013	8,278	15,075	23,353	15,747	7,606
2014	7,337	12,983	20,320	13,562	6,758
Three-Year Change	-23.9%	-21.9%	-22.6%	-19.6%	-28.1%
Average Yearly Change	-8.5%	-6.7%	-7.8%	-6.1%	-9.7%
Recent Year Change	-11.4%	-13.9%	-13.0%	-13.9%	-11.1%

Table 5

The rate of new out-of-home placement has also decreased (Table 6). FY2014 had a less than average rate of new out-of-home placement in the last four fiscal years, with 9.8 per 1,000 in the population of children in Maryland. Fluctuations in the rates can be common in jurisdictions with low populations, but many jurisdictions had significant decreases. New out-of-home placement indicates children initially being placed or being moved from one placement to another. Placement moves may occur when a child is in need of more intensive services or when a child has met placement goals and enters a less restrictive setting.

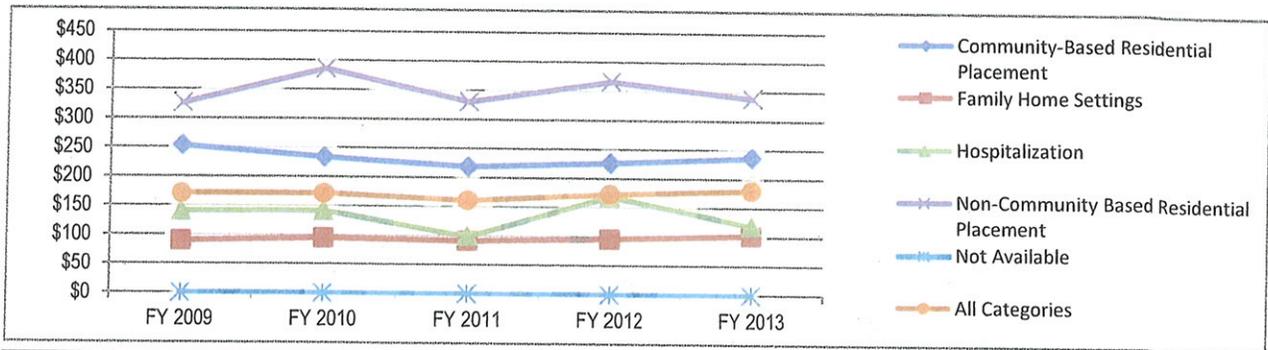
Costs



Statewide Total Costs								
Category	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Community-Based Residential Placement	\$183,469,850	\$145,760,440	\$122,210,854	\$117,152,599	\$115,749,751	\$104,784,520	-10.3%	-9.5%
Family Home Settings	\$150,052,028	\$154,528,388	\$136,152,905	\$130,233,996	\$122,415,468	\$122,192,288	-3.9%	-0.2%
Hospitalization	\$110,292	\$97,064	\$28,977	\$14,946	\$41,220	\$2,082	-9.9%	-94.9%
Non-Community Based Residential Placement	\$163,382,867	\$156,486,635	\$139,430,318	\$147,085,835	\$138,213,891	\$63,113,560	-14.0%	-54.3%
All Categories	\$497,015,037	\$456,872,528	\$397,823,054	\$394,487,375	\$376,420,330	\$290,092,450	-9.9%	-22.9%

Table 8

Placement costs have been driven down each year since FY2009, with a total reduction of more than \$205 million since that time. This is mostly due to the decrease in the number of children entering out-of-home placements.

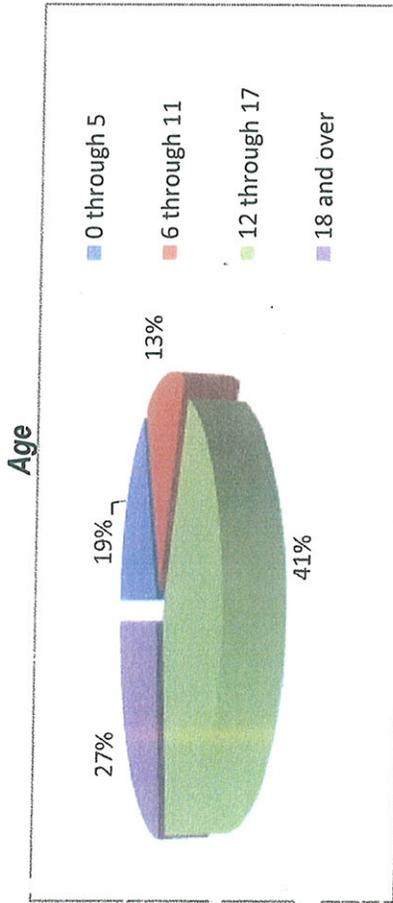


Statewide Costs Per Bed Day								
Category	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Community-Based Residential Placement	\$253	\$233	\$219	\$226	\$236	\$297	3.9%	25.6%
Family Home Settings	\$89	\$94	\$90	\$95	\$102	\$165	15.3%	62.5%
Hospitalization	\$140	\$141	\$99	\$168	\$118	<\$1	NA	NA
Non-Community Based Residential Placement	\$325	\$385	\$329	\$366	\$338	\$340	1.6%	0.6%
All Categories	\$170	\$171	\$160	\$172	\$179	\$227	6.5%	26.9%

Table 9

STATEWIDE Addendum

Statewide Demographic Comparisons



Statewide Age Trends

Age	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
0 through 5	2,122	1,963	1,647	1,616	1,481	1,346	-26.8%	-9.1%
6 through 11	1,842	1,562	1,306	1,116	1,034	881	-30.7%	-14.5%
12 through 17	4,703	4,481	3,972	3,639	3,201	2,631	-27.3%	-17.8%
18 and over	2,107	2,364	2,454	2,304	2,107	1,891	-19.7%	-10.3%
Total	10,774	10,360	9,379	8,675	7,823	6,749	-26.1%	-13.7%

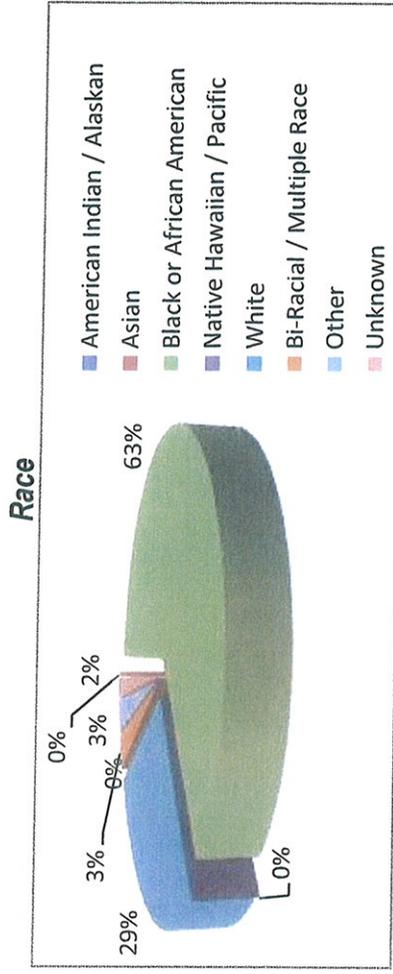
Table 14



Statewide Gender Trends

Gender	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
Male	6,085	5,766	5,285	4,815	4,370	3,768	-9.1%	-13.8%
Female	4,689	4,593	4,093	3,859	3,453	2,979	-8.6%	-13.7%
Unknown	0	1	1	1	0	2	NA	NA
Total	10,774	10,360	9,379	8,675	7,823	6,749	-8.9%	-13.7%

Table 15



Statewide Race Trends

Race	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
American Indian / Alaskan	13	10	7	6	6	7	-16.8%	0.0%
Asian	33	33	33	30	32	34	-0.6%	6.7%
Black or African American	7,482	7,131	6,289	5,643	4,949	4,203	-9.8%	-12.3%
Native Hawaiian / Pacific	3	5	5	5	3	3	6.7%	-40.0%
White	2,602	2,489	2,383	2,388	2,247	1,952	-3.6%	-5.9%
Bi-Racial / Multiple Race	302	309	279	267	236	233	-5.8%	-11.6%
Other	223	252	238	227	220	191	-0.1%	-3.1%
Unknown	116	131	145	109	130	126	4.5%	19.3%
Total	10,774	10,360	9,379	8,675	7,823	6,749	-7.7%	-9.8%

Table 16

STATEWIDE Addendum
Statewide Out-of-State One-Day Comparisons



Maryland Out of State Placements

Category	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
Community-Based Residential Placement	69	50	45	39	54	52	-3.2%	-3.7%
Family Home Settings	237	187	141	97	89	73	-20.6%	-18.0%
Hospitalization	0	0	0	0	1	5	NA	400.0%
Non-Community Based Residential Placement	182	140	155	161	155	126	-6.2%	-18.7%
Placement Category Not Available	0	3	1	1	16	17	NA	6.3%
All Categories	488	380	342	298	315	273	-10.5%	-13.3%

Table 17

STATEWIDE
Statewide Out-of-State One-Day Comparisons

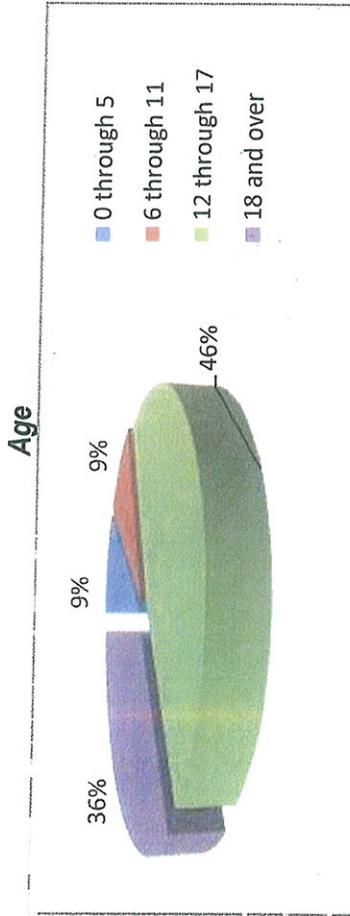


Table 18: Maryland Out-of-State Age Trends

Age	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
0 through 5	89	69	44	28	29	39	-11.4%	34.5%
6 through 11	69	44	31	25	28	13	-25.3%	-53.6%
12 through 17	210	154	169	155	146	116	-10.3%	-20.5%
18 and over	120	113	98	90	112	105	-1.8%	-6.3%
Total	488	380	342	298	315	273	-10.5%	-13.3%

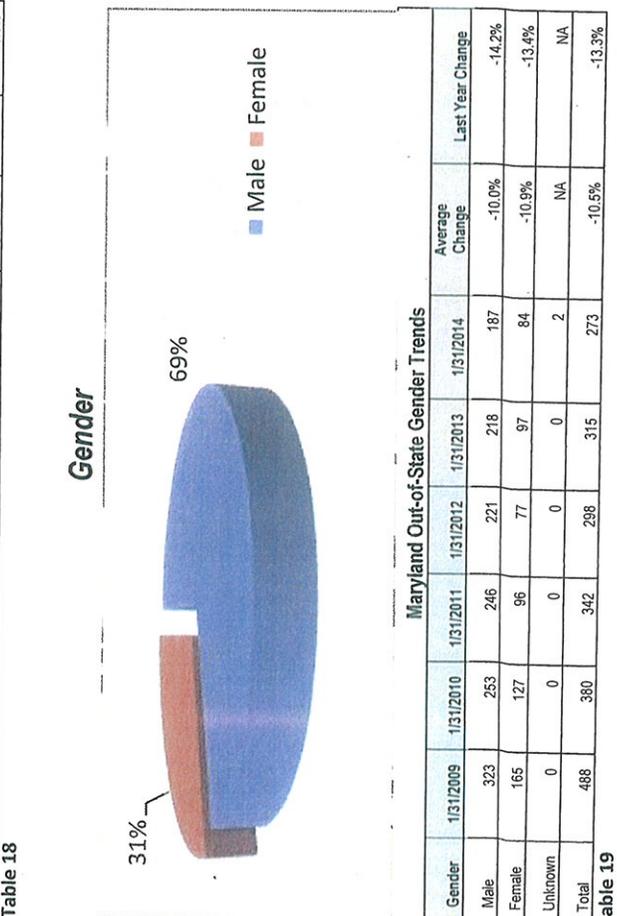


Table 19: Maryland Out-of-State Gender Trends

Gender	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
Male	323	253	246	221	218	187	-10.0%	-14.2%
Female	165	127	96	77	97	84	-10.9%	-13.4%
Unknown	0	0	0	0	0	2	NA	NA
Total	488	380	342	298	315	273	-10.5%	-13.3%

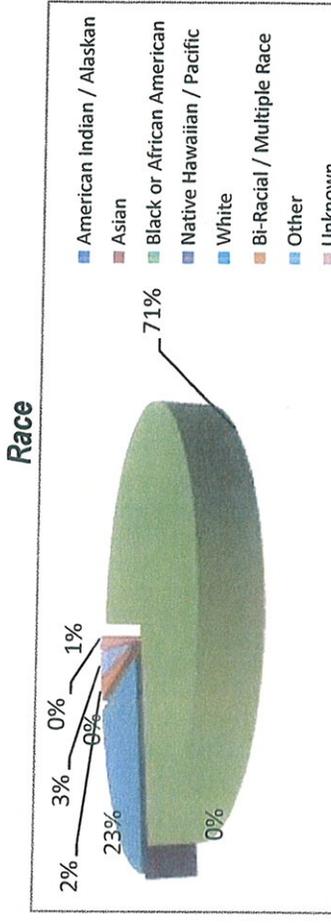
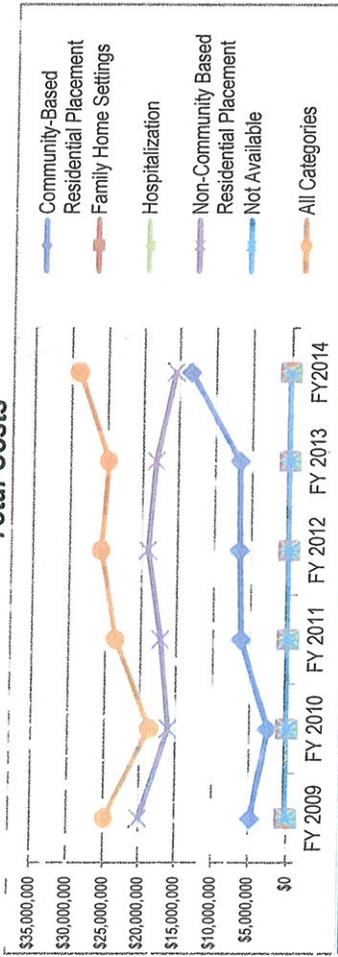


Table 20: Maryland Out-of-State Race Trends

Race	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
American Indian / Alaskan	0	1	0	0	0	0	NA	NA
Asian	4	2	3	0	1	0	NA	-100.0%
Black or African American	295	239	235	216	223	180	-9.0%	-19.3%
Native Hawaiian / Pacific	0	0	0	0	0	0	NA	NA
White	169	121	87	69	74	74	-14.0%	0.0%
Bi-Racial / Multiple Race	9	7	9	6	6	8	1.3%	33.3%
Other	7	6	6	6	8	9	6.3%	12.5%
Unknown	4	4	2	1	3	2	13.3%	-33.3%
Total	488	380	342	298	315	273	-10.5%	-13.3%

STATEWI Addendum
Statewide Out-of-Home Cost Comparisons

Total Costs

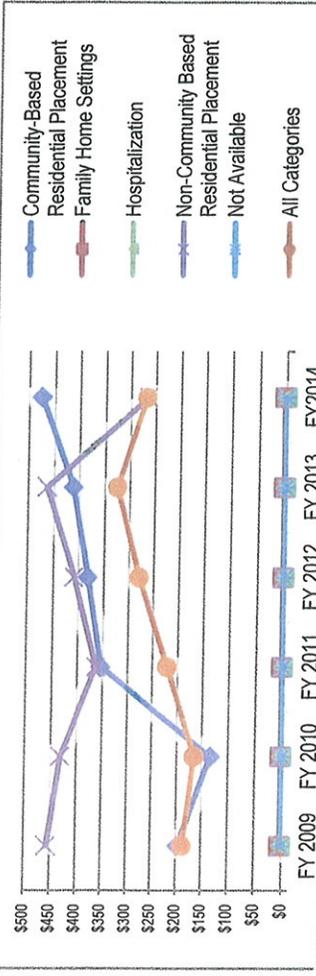


Statewide Out-of-State Total Costs

Category	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Community-Based Residential Placement	\$4,677,421	\$2,529,376	\$6,167,030	\$6,481,015	\$6,545,427	\$7,710,073	24.4%	17.8%
Family Home Settings	\$142,750	\$117,590	\$87,060	\$65,818	\$56,033	\$47,603	-19.6%	-15.0%
Hospitalization	\$0	\$0	\$0	\$0	\$0	\$0	NA	NA
Non-Community Based Residential Placement	\$20,004,852	\$16,008,362	\$17,242,719	\$19,139,903	\$18,157,431	\$15,450,295	-4.2%	-14.7%
Not Available	\$0	\$0	\$0	\$0	\$0	\$0	NA	NA
All Categories	\$24,825,023	\$18,656,328	\$23,496,809	\$25,686,736	\$24,756,892	\$23,247,971	0.1%	-6.1%

Table 21

Per Bed-Day



Statewide Costs Per Bed Day

Category	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Community-Based Residential Placement	\$196	\$133	\$353	\$380	\$412	\$475	32.9%	15.3%
Family Home Settings	\$2	\$2	\$2	\$2	\$3	\$3	6.9%	12.8%
Hospitalization	NA	NA						
Non-Community Based Residential Placement	\$456	\$431	\$363	\$408	\$463	\$264	-7.7%	-43.0%
Not Available	NA	NA						
All Categories	\$186	\$165	\$220	\$278	\$325	\$267	9.5%	-17.9%

Table 22

Department of Juvenile Services (DJS) Summary

DJS has in recent years focused on reducing the time youth who have been committed by the juvenile court to out-of-home placement must stay in detention centers prior to placement. Central to these efforts is making sure that placement decisions are made in a timely, structured, and informed manner, and that youth are ultimately placed into programs meeting both security and treatment needs, to confirm a successful placement that does not result in a removal back to detention. At the same time, DJS has worked to ensure that those placement options are available by increasing the number of in-home slots for lower-risk youth and more secure placement options for higher-risk youth. Initiatives include:

More structured risk and needs assessments

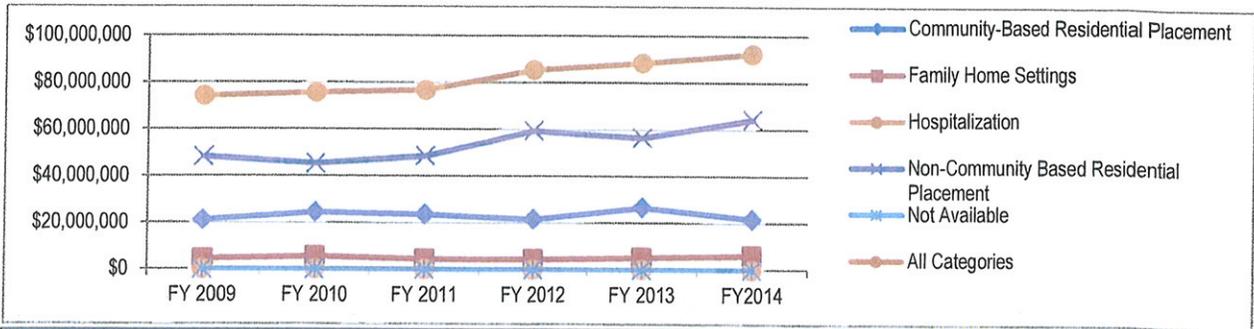
Assessment and treatment planning policies have been refined to better capture the specific treatment needs of each youth, and to structure and guide the placement and case-management processes. The Maryland Comprehensive Assessment and Services Planning (MCASP) has been in place since FY2010 to guide case-forwarding and case-management decisions based on structured risk and needs assessments.

Increased capacity and use of in-home evidence-based programs for lower-risk youth

These programs are meant for youth who are at risk of out-of-home placement, but can be kept at home with intensive family-based services. In prior years such youth may have been placed in group homes or other community-based residential programs, due more to family and home issues than to significant risk to public safety. Since these in-home evidence-based programs (including Functional Family Therapy and Multisystemic Therapy) have been available, DJS use of family home settings (mainly Treatment Foster Care), and community-based residential programs (mainly Group Homes and Therapeutic Group Homes) has declined, as lower-risk youth are kept home.

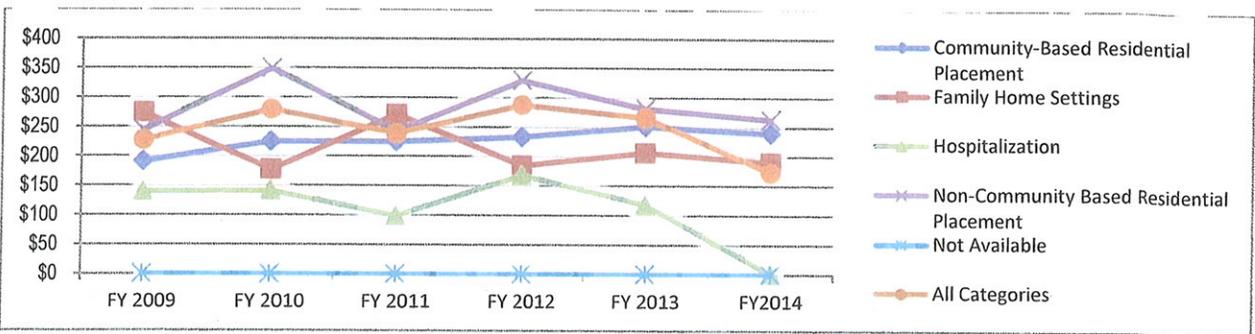
Increased capacity for non-community-based residential programs for higher-risk youth

DJS has in recent years increased capacity to serve higher-risk youth who may have in previous years been either placed in out-of-State non-community-based placements or in Maryland non-secure community-based residential programs - often with unsuccessful outcomes. These secure placements are available at the State-run Victor Cullen Center, the J. DeWeese Carter Center, the Western Maryland Youth Centers, the William Donald Schaefer House, and the privately-run Silver Oak Academy. Thus, the decline in family home setting and community-based residential placements over the past few years can also be attributed to this increase in more secure slots, as higher-risk youth are more appropriately placed. One of the drivers of pending-placement populations has been the youth who had been placed into non-secure programs, only to be sent back to detention from programs that were not equipped to manage behavior.



DJS Total Cost								
Category	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Community-Based Residential Placement	\$21,242,760	\$24,592,016	\$23,676,804	\$21,634,051	\$26,725,210	\$21,828,389	1.7%	-18.3%
Family Home Settings	\$4,679,628	\$5,717,155	\$4,575,954	\$4,517,994	\$5,329,639	\$6,278,370	7.3%	17.8%
Hospitalization	\$110,292	\$97,064	\$28,977	\$14,946	\$41,220	\$19,652	-1.4%	-52.3%
Non-Community Based Residential Placement	\$48,362,284	\$45,458,947	\$48,695,167	\$59,475,243	\$56,581,033	\$64,467,134	6.5%	13.9%
Not Available	\$0	\$0	\$0	\$0	\$0	\$0	NA	NA
All Categories	\$74,394,964	\$75,865,182	\$76,976,902	\$85,642,234	\$88,677,102	\$92,593,545	4.5%	4.4%

Table 64



DJS Costs Per Bed Day								
Category	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Community-Based Residential Placement	\$191	\$225	\$225	\$233	\$251	\$235	4.9%	-4.4%
Family Home Settings	\$274	\$177	\$271	\$184	\$206	\$231	-2.0%	-7.8%
Hospitalization	\$140	\$141	\$99	\$168	\$118	\$1	-17.7%	-99.4%
Non-Community Based Residential Placement	\$244	\$349	\$243	\$329	\$281	\$281	5.4%	-6.4%
Not Available	NA	NA						
All Categories	\$227	\$279	\$239	\$287	\$266	\$187	-2.7%	-35.0%

Table 65

DJS Recommendations

The Continuum of Care statute should be maintained to ensure that DJS continues to have the ability to quickly move youth as necessary from committed placements that are not working out, without need for further court action. This will permit DJS to continue to leverage current resources and to strengthen the DJS Continuum of Care to best serve youth committed to DJS for treatment and rehabilitation by:

DJS Addendum Subcategory One-Day Census Totals Placement Trends



Table 66

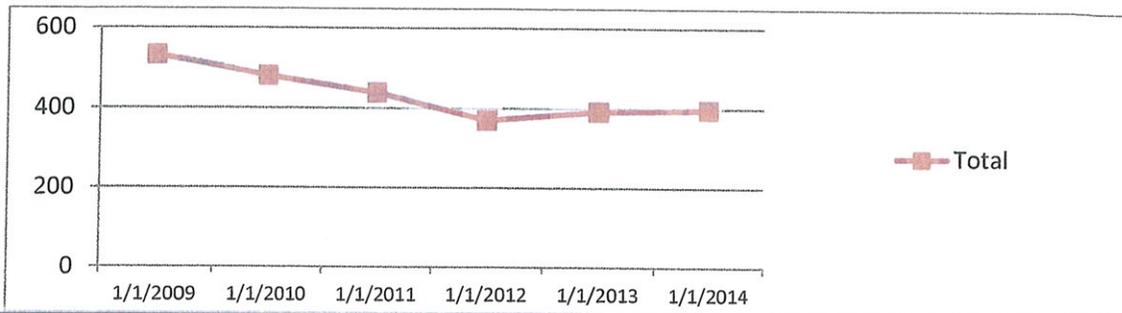
Subcategory	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
Independent Living Programs	16	20	20	16	18	13	-2.1%	-27.8%
Residential Child Care Programs	222	246	217	238	236	221	0.3%	-6.4%
Community Supported Living Arrangement (CSLA)	0	0	0	0	0	0	NA	NA
Living Arrangement - CB	0	0	0	0	0	0	NA	NA
Total	238	268	237	254	254	234	0.1%	-7.9%

Table 67

Subcategory	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
Diagnostic Evaluation Treatment Program	178	180	178	167	185	159	-1.9%	-14.1%
Juvenile Detention and Commitment Centers	28	21	23	38	39	41	11.5%	5.1%
Non-Secure/Non-RTC	1	1	0	0	0	0	NA	NA
Residential Educational Facilities	156	156	180	155	153	141	-1.5%	-7.8%
Residential Treatment Centers	184	192	234	249	212	184	0.9%	-13.2%
Substance Abuse and Addiction Programs (ASAM)	0	0	0	0	0	0	NA	NA
Living Arrangement - Non-Community Based	556	562	630	623	614	549	0.0%	-10.6%
Total	947	1012	1221	1234	1201	1094	-0.2%	-7.9%

Table 68

Mental Health Administration



MHA Placement Trends (One-Day Totals)								
Subcategory	1/31/2009	1/31/2010	1/31/2011	1/31/2012	1/31/2013	1/31/2014	Average Change	Last Year Change
Diagnostic Evaluation Treatment Program	0	0	0	0	0	0	NA	NA
Juvenile Detention and Commitment Centers	0	0	0	0	0	0	NA	NA
Non-Secure/Non-RTC	0	0	0	0	0	0	NA	NA
Residential Educational Facilities	0	0	0	0	0	0	NA	NA
Residential Treatment Centers	534	482	440	371	393	418	-0.04%	6%
Substance Abuse and Addiction Programs	0	0	0	0	0	0	NA	NA
Living Arrangement - Non-Community Based	0	0	0	0	0	0	NA	NA
Total	534	482	440	371	393	418	-0.04%	6%

Table 109

All MHA non-community placements are funded through Maryland medical assistance, which is a State and federal Medicaid dollar match. “Residential Treatment Centers” is the only placement subcategory utilized by MHA since it is a medical treatment service and, as such, it is the only non-community based placement which is funded by medical assistance.

For clarity in the discussion of MHA data, a residential treatment center may be referred to as an “RTC” or as a “psychiatric residential treatment facility” (PRTF) using federal government nomenclature. Medical assistance is often referred to simply as “MA,” or as “Medicaid” using federal government nomenclature. RTCs provide behavioral health treatment to children and youth with high levels of clinical need requiring intensive residential medical services and which cannot be met in typical community placements.

The yearly trend of one-day counts for the “Residential Treatment Centers” category shows an average decrease of about 4% over the last five years. The data, however, shows two trends. There were average *decreases* of 11.4% from FY2009 to FY 2012 and average *increases* of 6.1% from FY 2012 to FY 2014. The decreases from FY 2009 to FY 2012 are largely the result of the State’s community-based alternative to residential treatment centers put in place through the federal Medicaid process known as a “Section 1915(c) Home and Community-Based Services Waiver.” This was a demonstration waiver of five years duration.

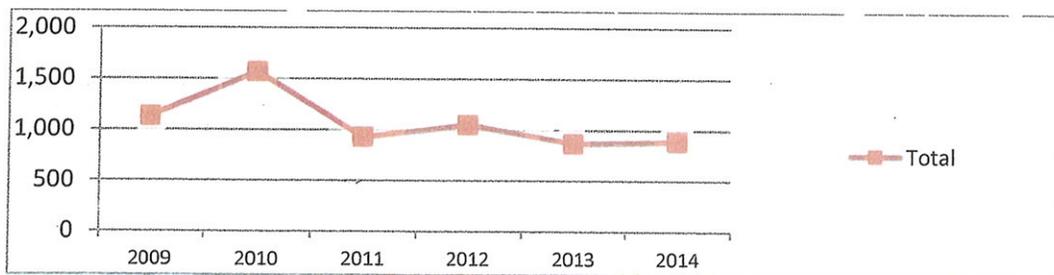
The federal government has specifically encouraged development of alternatives to the standard residential treatment center or “Psychiatric Residential Treatment Facility (PRTF)” in order to promote treatment in the community. The federal government approved Maryland’s “RTC Waiver” proposal in FY2009. Maryland began enrolling children and youth into this

community alternative in FY2010. The number of children and youth enrolled in the “RTC Waiver” was 60 in FY2010, 166 in FY2011, and 210 in FY2012. This represents children and youth who were treated in the community through intensive “wraparound” services instead of a physical RTC setting.

All children who required a residential treatment center level of care were eligible to be considered for “RTC Waiver” treatment in the community, up to the number of individuals specified in the waiver, as long as it had been determined that they could be safely treated in the community with an appropriate plan of care (POC) which included all of the necessary “wraparound” community services.

The 1915(c) Psychiatric Residential Treatment Facility demonstration waiver (“RTC Waiver”) reached its statutory end on September 30, 2012 when it was not reauthorized by the federal government and new enrollments ceased. The number of Maryland children and youth enrolled in the RTC Waiver population of the Care Management Entity gradually declined throughout FY2013 and FY2014 from approximately 130 to zero in early FY2015 (although new enrollments in the RTC Waiver were not permitted, children and youth already enrolled in the RTC Waiver on September 30, 2012 could continue to be served for a maximum of two years, if eligible). DHMH, however, is planning to offer services to a similar population of children and youth through a 1915(i) Medicaid State Plan amendment that will offer targeted case management and community-based services. The State Plan amendment was recently approved by the Centers for Medicare and Medicaid Services with a retroactive start date of October 1, 2014.

Also contributing to a decrease in the numbers of children in residential treatment centers, the average length of stay in the RTC level of care has declined over the past five years. This has been due primarily to an MHA effort to have children move from the RTCs to community treatment as soon as their clinical needs can safely be met at a lower level of care. MHA has accomplished this through both a process of monitoring their progress in the RTC and providing technical assistance in discharge planning.

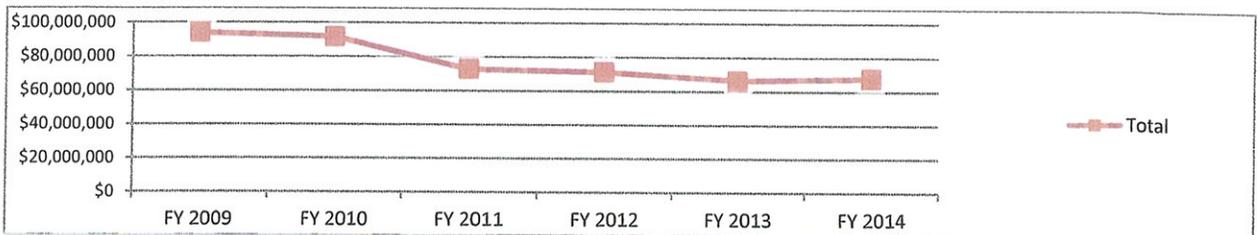


MHA Total Served								
	2009	2010	2011	2012	2013	2014	Average Change	Last Year Change
Family Home	0	0	0	0	0	0	NA	NA
Community-Based	0	0	0	0	0	0	NA	NA
Non-Community Based	1,127	1,566	924	1,046	863	907	-0.2%	5.1%
Hospitalization	0	0	0	0	0	0	NA	NA
Not Available	0	0	0	0	0	0	NA	NA
Total	1,127	1,566	924	1,046	863	907	-0.2%	5.1%

Table 110

Although placement within (or near) a youth’s jurisdiction is one factor considered in placing a child in a residential treatment center, the primary determinant is the youth’s treatment needs, since some types of treatment services are available in some residential treatment centers and not in others (programming, ages and genders served are not identical across facilities), and whether or not a particular program has a vacancy at the time of referral or anticipates one within a reasonable time frame.

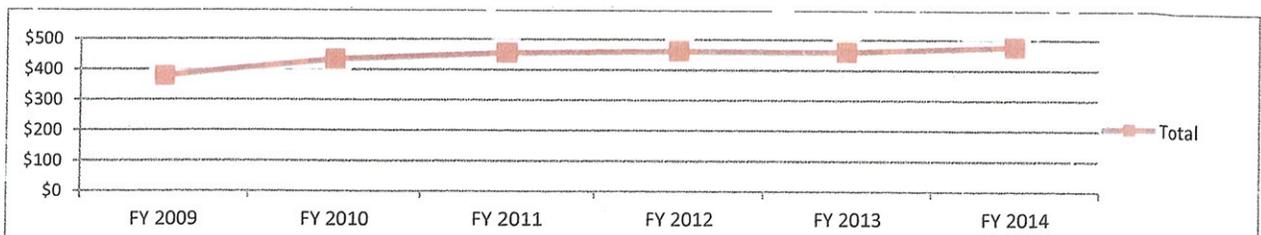
Furthermore, there are 10 RTCs located in five jurisdictions so these are not uniformly distributed throughout the State. Youth from jurisdictions other than these five will necessarily be placed outside his/her jurisdiction. The in-State RTCs are located in Baltimore County (4), Baltimore City (2), Montgomery County (2), Dorchester County (1), and Frederick County (1). Finally, each RTC determines which youth will be admitted, considering programming and vacancy constraints upon admissions.



MHA Non-Community Based Cost Trends								
Subcategory	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Residential Treatment Centers	\$94,033,805	\$91,629,633	\$72,649,911	\$71,180,664	\$66,348,547	\$67,700,710	-6.0%	2.0%
Total	\$94,033,805	\$91,629,633	\$72,649,911	\$71,180,664	\$66,348,547	\$67,700,710	-6.0%	2.0%

Table 114

As noted earlier, all MHA non-community based placements are in residential treatment centers. The figures in this Table represent the total medical assistance costs for all residential treatment center placements. These costs vary by the number of youth who are placed, by the specific placements since the programs receive different reimbursement, and these program costs themselves also vary year to year. As the number of youth in RTCs and the length of stay in the RTCs have decreased over the past five fiscal years, however, the cost for the treatment of youth in the RTCs has also decreased over the same period of time.



MHA Non-Community Based Cost Per Bed-Day Trends								
Subcategory	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Average Change	Last Year Change
Residential Treatment Centers	\$377	\$432	\$453	\$460	\$458	\$475	4.8%	3.8%
Total	\$377	\$432	\$453	\$460	\$458	\$475	4.8%	3.8%

Table 115

Exhibit 8

Government of the District of Columbia



HUMAN CARE AGREEMENT

PAGE 1 OF 30 PAGES

1. CONTRACT NUMBER DCJZ-2014-H-0007	2. REQUISITION/PURCHASE REQUEST NO.	3. EFFECTIVE DATE
4. ISSUED BY Office of Contracting and Procurement 441 4 th Street, NW, Suite 700S Washington, DC 20001	5. ADMINISTERED BY (If other than Item 5): Department of Youth Rehabilitation Services 8300 Riverton Court Laurel, Maryland 20724	

6. NAMES AND ADDRESS OF PROVIDER/PROVIDER(No. Street, county, state and ZIP Code)

Seasons Residential Treatment Program, LLC.
13400 Edgemoade Road.
Upper Marlboro, Maryland 20772
Telephone: 404-433-5205 Fax: E-Mail:

7. PROVIDER/PROVIDERS SHALL SUBMIT ALL INVOICES TO: Department of Youth Rehabilitation Services Office of the Chief Financial Officer 8300 Riverton Court Laurel, MD 20724	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Seasons Residential Treatment Program, LLC. 13400 Edgemoade Road. Upper Marlboro, Maryland 20772
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

ITEM LINE NO.	NIOP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001	952-95	Short Term Placement Services (Staff Secured)			See	
0002	952-95	Short Term Placement Services (Hardware Secured)			Schedule B	
0003	952-95	Educational Services				
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						\$
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

LINE	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT

A. SOAR SYSTEM OBLIGATION CODE:	B. Name of Financial Officer (Typed): Title:	C. Signature:	D. Date:
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11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: Ending Date:

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Providers specified in Item No. 7 and Item No. 12 of page 1 of this document. The Provider/Provider is required to sign this document and return 3 original and signed copies to the Contracting Officer of the Issuing Office stated in Item No. 4 of page 1 of this document. The Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated October 1, 1999; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print) Name: <u>Tyerasis Johnson</u> Title: <u>Owner</u>		A. Name of Contracting Officer (Type or print) Joseph Stewart.	
B. Signature of the PROVIDER/CONTRACTOR: 	C. DATE 3/11/14	B. Signature of CONTRACTING OFFICER: 	C. DATE 4/18/14

THE SCOPE OF HUMAN CARE SERVICES

SECTION 1 – HUMAN CARE SERVICES AND SERVICE RATES

- 1.1 The Government of the District of Columbia, Office of Contracting and Procurement, Department of Youth and Rehabilitation Services, hereafter referred to as the “District,” is Contracting through this Human Care Agreement with Seasons Residential Treatment Program LLC, hereafter referred to as the “Provider,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, Section 406 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-354.06).
- 1.2 The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the human care agreement.
- 1.3 Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District Government, when and if ordered, the services specified in the Price Schedule
- 1.4 There is no limit on the number of Task Orders that may be issued. The District Government may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations
- 1.5 This is a Human Care Agreement based on fixed unit rates. The provider shall deliver services in accordance with Section 4.

SECTION 2 PRICE SCHEDULE / FIXED UNIT RATE

- 2.1 The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the human care agreement. DYRS is not responsible for the educational costs incurred for special education services for those youth who have a valid IEP. The Provider shall be responsible for submitting invoices for special education services to the Office of the Superintendent of Special Education (OSSE) in the District of Columbia.

2.1.1 Base Year

Agreement Line Item Number	Services Description	Service Unit	Fixed Unit Rate
0001	Short Term Placement Services in the Staff secured facility as described in Sections 4.1	Client/Per Day	\$ <u>365.00</u>
0002	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>380.00</u>

Awaiting Placement
 DCJZ-2014-H-0007

0003	Educational Services, as described in Section 4.5	Client/Per Day	\$ <u>100.00</u>
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2.1.2 Option Year One

Agreement Line Item Number	Services Description	Service Unit	Fixed Unit Rate
1001	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>383.00</u>
1002	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>399.00</u>
1003	Educational Services, as described in Section 4.5	Client/Per Day	\$ <u>100.00</u>

2.1.3 Option Year Two

Agreement Line Item Number	Services Description	Service Unit	Fixed Unit Rate
2001	Short Term Awaiting Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>402.00</u>
2002	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>419.00</u>
2003	Educational Services, as described in Section 4.5	Client/Per Day	\$ <u>100.00</u>

2.1.4 Option Year Three

Agreement Line Item Number	Services Description	Service Unit	Fixed Unit Rate
3001	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>423.000</u>
3002	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>440.00</u>
3003	Educational Services, as described in Section 4.5	Client/Per Day	\$ <u>100.00</u>

2.1.5 Option Year Four

Agreement Line Item Number	Services Description	Service Unit	Fixed Unit Rate
4001	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>444.00</u>
4002	Short Term Placement Services in the Hardware secured facility as described in Sections 4.1	Client/Per Day	\$ <u>462.00</u>
4003	Educational Services, as described in Section 4.5	Client/Per Day	\$ <u>100.00</u>

SECTION 3 – SCOPE OF HUMAN CARE SERVICES

3.1 The Government of the District of Columbia, on behalf of the Department of Youth Rehabilitation Services, is seeking providers that shall operate staff secured and/or hardware-secured, Short Term Placement, 24-hours, maximum 25-bed facilities to provide services to the DYRS population as specified in Section 4.

3.1.1 Applicable Documents

Item No.	Document Type	Title	Date
1	Court Document	Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants Civil No. 1519-85 (IFP) – Synopsis	7-10-86

		<p>Superior Court of the District of Columbia</p> <p>Available at: Bureau of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, D.C. Telephone: 202-724-5071</p>	
2		<p>Federal Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 <u>et seq</u>, Subchapters I and II available at http://fedlaw.gsa.gov or http://www.law.cornell.edu/uscode/</p>	1990
3	<p>Public Law 101-336, July 26, 1990</p>	<p>Americans with Disabilities Act 42 USCA § 12101-102; 12131-134. available at http://fedlaw.gsa.gov or http://www.law.cornell.edu/uscode/</p>	1990
4	<p>D.C. Law Concerning Proceedings Regarding Delinquency, Neglect or Need of Supervision</p>	<p>D.C. Official Code, Section 16-2301-2372 available at http://dccode.westgroup.com</p>	
5		<p>District Personnel Manual Mandatory Employee Drug & Alcohol, Chapter 39 of the District Personnel Regulations</p>	
6	<p>DYRS Document (Policy & Procedures)</p>	<p>Unusual Incident & After Hours Emergencies Protocol</p> <p>Available at: Division of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, DC 20001 Telephone: 202-724-5071</p>	
7		<p>Education for All Handicapped Children Act 1975 (P.L. 94-142);</p>	

8		DYRS Establishment Act and specifically, D.C. Code § 2-1515.04,	
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3.2 Definitions

- 3.2.1 **Abscondence:** The youth is absent from an approved placement.
- 3.2.2 **Bio-Psychosocial Assessment:** An assessment that considers biological, psychological, and social factors in evaluating a youth's mental health, social status, and functional capacity.
- 3.2.3 **Community Placement Agreement:** – Document detailing requirements and conditions for the youth that govern his or her community placement.
- 3.2.4 **Education support/advocacy:** Services designed to increase the educational skills of youth. These may include individualized approaches as well as use of non-traditional methods and materials, for example, computers, mentors, or tutors.
- 3.2.5 **IDEA:** Individuals with Disabilities Education Act is a law ensuring services to children with disabilities.
- 3.2.6 **Individual Education Program (IEP):** Program designed to meet the unique educational needs of a child who may have a disability.
- 3.2.7 **Individualized Service Plan (ISP):** Also referred to as Individualized Development Plan (IDP). This is a document that specifically identifies the goals, objectives, strategies, responsible parties and resources to address the assessed strengths and needs of a committed youth and the family. The DYRS case manager designs the plan to ensure that habilitative and rehabilitative services are correlated to the Positive Youth Development Model (PYD) principles which is a comprehensive way of thinking about the development of adolescents and the factors that facilitate their successful transition from adolescence to adulthood. The plan is developed and periodically updated in conjunction with the DYRS case manager, youth, youth's family and designated service providers
- 3.2.8 **Individual Treatment Plan (ITP):** A document developed by a planning team comprised of Provider clinical staff, youth, youth's family and DYRS case manager. The ITP serves as the single document that integrates all support a youth may receive irrespective of where the youth resides. The ITP presents the measurable goals and objectives as it relates to youth's strengths, needs, diagnosis, and desired outcomes. The ITP also addresses the provision of safe, secure, and dependable support that is necessary for the youth's well-being, independence and social inclusion.

3.2.9 **Qualified Personnel:** Persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction and, for the purposes of providing services to youth. The term shall include administrators, therapists, professional nurses, physicians, psychologists and professional counselors, and social workers. Persons providing direct care to DYRS youth should be suitable for employment pursuant to 29 DCMR 6228.

3.2.10 **MAYSI-2:** The MAYSI-2 is a standardized, 52-item, true-false method for screening every youth of ages 12-17 entering the juvenile justice system, in order to identify potential mental health problems in need of immediate attention

3.2.11 **Trauma-Based Behavioral Health Care:** An evidence-based treatment approach designed to help youth overcome trauma-related difficulties by reducing negative emotional and behavioral responses.

3.3 **BACKGROUND**

3.3.1 The Department of Youth Rehabilitation Services (DYRS) serves youth up to age 21 who have been committed to its care and custody by the D.C. Superior Court Family Division. DYRS' mission is to improve public safety and give court- involved youth the opportunity to become more productive citizens by building on the strengths of the youth and their families in the least restrictive, most homelike environment. In partnership with the community, this balanced approach to juvenile justice promotes the rehabilitation of delinquent youth toward reforming their behavior in the context of increased accountability, expanded personal competencies, positive youth development and enhanced community restoration. Pursuant to the DYRS Establishment Act and specifically, D.C. Code § 2-1515.04, DYRS is responsible for establishing through contracts, Provider agreements, human care agreements, grants, memoranda of agreement or understanding, or other binding agreements a system of secure and community-based facilities and rehabilitative services with governmental bodies, public and private agencies, institutions, and organizations, for youth that will provide intervention, individualized assessments, continuum of services, safety, and security.

3.3.2 Youth committed to DYRS following a court disposition hearing or youth who are in need of an alternate placement to facilitate treatment may need to be placed in a short term staff secure or hardware secure facility while awaiting placement in a long-term rehabilitative treatment program. Currently, male youth in need of a hardware-secure facility while awaiting placement are housed at the DYRS New Beginnings Youth Development Center and female youth are housed at the DYRS Youth Services Center (YSC). The Provider selected will provide short Term Awaiting Placement services at a staff secured and /or hardware-secured facility for up to 25 youth.

3.3.3 Certain requirements of this solicitation are extremely important to DYRS in carrying out its responsibilities for this recurring need. Such components include a 24-hour staff secure/hardware secure facility that can provide diagnostic and assessment, educational programming, and rehabilitative treatment as mandated by law, DYRS directives, court orders and consent decrees.

A. DYRS is subject to the Jerry M. Consent Decree, a comprehensive mandate which addresses, in part, programmatic and operational objectives. The decree and court orders focus on reform

initiatives associated with the facilities, services and delivery of services to the youth placed in the custody and care of DYRS.

- B. DYRS provides enriched, culturally sensitive services, including recreational, rehabilitative, educational, mental health, medical, recreational, aftercare supervision, residential placements, independent living and mentoring/monitoring support in a nurturing and structured environment to the youth in its custody.

SECTION 4 REQUIREMENTS

- 4.1 The Provider shall operate staff secured /or a hardware-secured, short-term, 24-hour, facility for up to 25 youth to provide services to the DYRS awaiting placement population. The Provider facility shall accommodate youth between the ages of 12 and 21. This facility will provide a safe, highly-structured, stable and secure environment for youth who:
 - a. Have been committed to DYRS following disposition by the D.C. Superior Court and are awaiting placement at a long-term facility; or
 - b. Are in noncompliance with the terms of their Community Placement Agreement and will require immediate placement at the proposed 24-hour facility for a prompt risk reassessment, intervention, data tracking and sanctions under the Graduated Responses Matrix for noncompliance.
- 4.2 The duration of placement for each youth will be assessed on a case-by-case basis, but should generally not exceed 28 days.
- 4.3 **Basic Program Expectations and Services**
- 4.3.1 The Provider shall provide the following services to youth:
 - 1. Intake and diagnostic screening
 - 2. Onsite medical/dental care
 - 3. Trauma-based behavioral health care
 - 4. Individual and group counseling
 - 5. Substance abuse counseling
 - 6. Drug and alcohol testing
 - 7. Onsite education (including special education services)
 - 8. Structured recreation
 - 9. Life skills training
 - 10. Family visits/engagement
 - 11. Transition services
 - a. Discharge summaries/report writing
 - b. Information-sharing with long term placement providers and DYRS
 - c. Secure transportation
 - i. to and from judicial proceedings (court)
 - ii. to and from long-term placement
 - iii. case status review meeting, if applicable
 - iv. Medical and other services rendered in the community.

12. Behavioral health management/incentive system
13. Nutrition/food services
14. Case planning services
 - a. Youth and Family Team meetings
 - b. Community Status Review hearings
 - c. Private meeting areas for attorney visits
 - d. Video conferencing
 - e. Individual Development Plans (IDP)
 - f. Individual Education Program (IEP)
 - g. Individual Treatment Plan (ITP)

4.4 **Intake and Diagnostic Screening**

- 4.4.1 The Provider shall accept DYRS youth 24 hours a day, seven days a week and shall provide risk assessments, medical screening, and service planning within 72 hours of placement. If a youth, depending upon placement status and initial assessment, will remain at the facility for more than 48 hours, the Provider shall provide additional assessments as determined in conjunction with the DYRS case manager assigned to the youth.
- 4.4.2 The Provider shall have the capacity to administer the MAYSI-2 within 48 hours of admission.
- 4.4.3 The Provider shall conduct any risk assessment tool designated by DYRS.
- 4.4.4 For youth who remain at the facility more than seven days, the Provider shall have the capability to provide a Bio-Psychosocial Assessment to be completed by a clinical social worker.

4.5 **Educational Services**

- 4.5.1 If located within the District of Columbia, the Provider shall provide educational services Monday through Friday through a DC Public Schools (DCPS) certified education program. Staff secured facilities located within the District of Columbia may allow residents to attend school within the community. If located outside of the District of Columbia, the Provider shall provide educational services Monday through Friday through a program certified by the jurisdiction in which they are located. Hardware secure facilities and facilities outside the District of Columbia must provide educational services on the grounds of the facility.

Teachers will initially test all youth in mathematics and reading within 72 hours of placement to assess their level of ability. In addition, teachers will assess the youth's education and social history to determine the appropriate individualized daily curriculum for each youth.

- 4.5.2 The Provider shall ensure that the teacher coordinates with the youth's current school program to coordinate the completion of assignments from that program, or shall develop an acceptable curriculum if the youth is not currently enrolled in a school program. In the event the DYRS youth is being released to the community, the provider shall coordinate with DC Public schools to transition the youth back to his prior school placement or to an alternative school placement within the DC Public School system.

4.5.3 The Provider shall help to coordinate youth's education services with the youth's long term placement and ensure the transfer of information concerning the youth's educational services.

4.5.4 The Provider shall comply with the federal IDEA requirements and ensure that all youth with special education needs receive high quality and appropriate educational services.

4.6.1 **Trained Staff and Education Criteria**

4.6.2 The Contractor's staff shall consist of professional, paraprofessional and support personnel.

4.6.3 Juvenile justice professionals must be highly skilled and experienced with the principles, goals, and the latest advancements of juvenile rehabilitation and treatment provision, including the principles of Positive Youth Development. Direct care staff should preferably have 60 hours of college credit.

4.6.4 The Provider shall have a staffing pattern that provides on-site trained staff for twenty-four (24) hour coverage, seven (7) days a week (including holidays) based on the number of youth placed at the facility, to provide supervision and programming. The Contractor's professional and administrative staff shall consist of, at a minimum:

1. Center Administrator/Director with a Master's level degree;
2. Staff Assistant or equivalent;
3. Case Manager/Treatment Specialist with a bachelor's degree or equivalent to provide services to the youth and coordinate services with DYRS case managers;
4. Certified Addictions Counselor
5. Licensed Social Worker and or Licensed Professional Counselor with a District License
6. Direct Care Staff such as youth counselors or youth development workers to provide supervision and behavior management treatment to meet the treatment needs of the youth and to ensure the safety and security of the facility, youth, and the security of the public.
7. Nurse

4.6.5 The Provider shall have written policies that provide details describing program management, admissions, living and environment, case management, behavior management, program security, program safety, and conditional release. **The Contractor's employee will be trained annually in all agency policies and procedures.** These policies shall include at a minimum:

1. Orientation;
2. Staff training & development;
3. Non-discrimination, in accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code § 2-1401.01 *et seq*;
4. Sexual harassment, in accordance with D.C. Mayor's Order 2004-171;
5. Employee performance evaluation;
6. Hours of work;
7. Disciplinary procedures;
8. Terminations;
9. Use of force;
10. Safe crisis management
11. Reporting unusual incidents;

12. Procedures for Reporting allegations of abuse, harm and risks to youth,
13. Employee conduct;
14. Search and seizure of weapons & illegal contraband;
15. Mandatory employee drug and alcohol testing;
16. Confidentiality of youth information;
17. Youth supervision and movement;
18. Suicide prevention;
19. Use of physical restraint;
20. Youth rights & responsibilities;
21. Grievance Process
22. Youth clothing;
23. Emergency preparedness plan (inclusive of sufficient food, water and equipment),
24. Housekeeping and inspection;
25. Youth phone access and visitation;
26. Secure youth transportation;
27. Abscondence; and
28. Positive Youth Development

- 4.6.6** The Provider shall provide sufficient qualified staff to support the treatment and rehabilitative needs of each youth. Staff shall have the requisite qualifications to provide services to the populations. Staff members responsible for performing professional services, including psychological, psychiatric, medical, social work, nursing, dental and education shall have a professional degree and appropriate license in his or her respective fields from an accredited college or university and current license if required by law.
- 4.6.7** The Provider shall ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.
- 4.6.8** The Provider shall maintain a complete, confidential individual personnel file for each staff person, contractor or volunteer containing the signed contract, employment or volunteer application, personal and professional references, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment or from providing volunteer services, which shall be accessible to the DYRS Contract Administrator (CA).
- 4.6.9** The Provider shall provide job descriptions for all staff positions to the DYRS CA within thirty (30) days from date of award. Each job description shall accurately describe duties for the position and include, at a minimum: job title, responsibility of the position and the required minimum education and experience. The Provider may use part time personnel in any employment category except for the director or equivalent position. A part-time employee is any employee employed for less than 40 hours per week. Full-time employment is defined as forty hours (40) per week.

- 4.6.10** The Provider shall provide orientation and training for all staff members with respect to administrative procedures, patient rights, confidentiality of youth records, including treatment records, reporting allegations of abuse and other risks to youth, grievance procedures and other relevant policies, procedures and protocols of DYRS and the Contractor.
- 4.6.11** The Provider shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and supervision.
- 4.6.12** All personnel materials, including the individual personnel file, for each employee providing services pursuant to this Statement of Work shall be made available to the DYRS CA for review upon request.
- 4.6.13** The Provider shall ensure that direct services staff persons maintain certifications annually in Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- 4.6.14** The Provider shall adhere to the following staff security requirements:
1. In accordance with DC Official Code § 4-1501.01 et seq., the Provider shall conduct routine pre-employment and annually criminal record background checks of the Provider's applicable staff, volunteer, contractor and future staff that will provide services pursuant to this Statement of Work. The Provider shall not employ any staff in the fulfillment of the work pursuant to this Statement of Work unless said person provides the results of a background check, to include FBI, a National Criminal Information Center Report and annual Child Protective Services Report (abuse and neglect). Staff shall not have any convictions of child abuse, child neglect, spousal abuse, a crime against children, including child pornography or a crime involving violence, including but not limited to, rape, sexual assault, homicide and assault for any disqualifying offenses as enumerated in 29 DCMR 6228.
 2. After award of the contract, the Provider shall furnish copies of the certified criminal history records of applicable Provider staff, contractor or volunteer to the Contract Administrator upon request. Any conviction or arrest of the Contractor's employees, contractor or volunteer will be reported to the DYRS Contract Administrator within five (5) days of notification from NCIC or FBI, for further review and final determination of eligibility for employment by the D.C. Department of Human Resources (DCHR).
- 4.6.15** The Contractor's employees, contractors and volunteers shall have a pre-employment drug test and be subject to ongoing random mandatory drug and alcohol testing in accordance with District of Columbia's Mandatory Employee Drug and Alcohol Testing (MEDAT) regulations.
- 4.6.16** The Provider shall always be responsible for the effective supervision and treatment of DYRS youth and the orderly operation of the facility and shall notify DYRS of any unforeseen circumstance, which may affect the safety, security, or orderly operation of the facility.
- 4.7** **CONTRACTOR'S FACILITY**
- 4.7.1** The orientation and assessment facility shall include, but not be limited to, separate sleeping quarters for each youth, dining area and space for recreation.

- 4.7.2 The Provider shall provide in the facility internet accessible computer, telephone, fax, scanner, e-mail, and TTY and TDY service. The Contractor's facility shall be in accordance with the following:
1. The Contractor's facility shall have a license in good standing and in compliance with all local and federal regulations.
 2. The Provider shall maintain an emergency plan approved by local fire officials that clearly documents emergency preparedness, which includes information about the emergency site arrangements. The Contractor's emergency preparedness plan shall be available for review upon the request of the Contract Administrator and the designated program monitor. The emergency plan shall be reviewed annually, updated as necessary, and redistributed as changes occur.
 3. The Provider shall provide, at no additional cost to the District, supplies and services routinely needed for maintenance and operation of the home, such as, but not limited to, security, janitorial services, trash pick-up, laundry or linens.
 4. The District reserves the right to inspect the facility prior to placement of youth. The District will conduct periodic, scheduled and unscheduled site visits for the purpose of directly observing the provision of services and discussing performance relative to the terms and conditions of a task order.
 5. The Provider shall ensure that the facility meets all licensing, registration and occupancy requirements, building safety, fire, health and sanitation codes and all other required certifications as prescribed by the governing jurisdiction and maintain current all required permits and licenses.

4.8 FOOD SERVICES

- 4.8.1 The Provider shall provide three (3) meals and a snack a day for youth in accordance with a menu approved by a licensed nutritionist listing for seven (7) days a week.
- 4.8.2 The Provider shall make arrangements for special diets as required by a youth's physician or dentist.
- 4.8.3 The Provider shall comply with all regulations pertaining to handling of food in accordance with the regulations set forth by DCRA or state-equivalent and the USDA Model Food Code.
- 4.8.4 The Provider shall make their food service facility available to DYRS for inspections.

4.9 POLICY AND PROCEDURE MANUAL

The Provider shall conform to DYRS policies and procedures, Program Statements and all DYRS and Court Orders as cited herein, which will be made part of any contract. A copy of these documents can be requested in writing from:

Department of Youth Rehabilitation Services
Management Support Services
8400 River Road
Laurel, MD 20724

4.10 OTHER PROVIDER REQUIREMENTS

1. Adhere to licensing regulations and state requirements in accordance with all existing federal and District of Columbia or state-equivalent laws, rules and regulations.
2. Provide the DYRS Contract Administrator immediate notification of any restriction, suspension or other disciplinary actions taken by your state licensing or regulatory agency.
3. Commit to a philosophy of unconditional care, by agreeing not to eject a youth that have been accepted but rather renegotiate an individual placement with the agency on a particularly difficult referral.

4.11 ADMINISTRATIVE OPERATIONS

The Provider shall, at a minimum, provide or maintain the following administrative operations to support the delivery of extended family or therapeutic services for youth:

1. Provide services 24 hours per day seven days per week. The Provider shall maintain an administrative office, which shall operate at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, except on federal holidays.
2. Report all unusual or critical incidents, including abscondence, involving youth referred by the District in accordance with the policies and procedure as approved by DYRS.
3. **Reports due to DYRS must be submitted to the DYRS case manager and to dys.providerreport@dc.gov**

4.12 JUVENILE SERVICES

The Providers shall maintain comprehensive case files for each youth including historical, background, and other relevant information received from DYRS case managers. Case files shall be maintained in a manner that is both organized and representative of the youth's progress based on the youth's prescribed ISP and updates to the ISP. Case files shall include daily progress notes for individual youth. The Provider shall also provide the DYRS case manager with a work plan that details the intensity and frequency of services described in the ISP, within 15 days of receiving the ISP. The work plan shall address, but not be limited to, the following:

1. Supervision and treatment by providing activities designed to provide external constraints for the youth's behavior, monitor the behavior, and strengthen the adherence and acceptance of rules.
2. Provide regularly scheduled recreation/leisure/cultural activities designed to engage, stimulate and expose youth to vocational, artistic and consciousness raising pursuits.
3. Coordinate with the DYRS case manager for clinical services necessary to meet and support the treatment objectives and strategies described in the ISP, including, but not limited to, individual and group counseling that focuses on day-to-day adjustment issues. This may also include formal psychotherapeutic or behavior modification techniques.

4.13 REPORTS

4.13.1 The Provider shall provide the Contract Administrator with quarterly report data that supports DYRS' quality assurance plan used to assess the effectiveness of the Contractor's services. The Quarterly report shall, at a minimum, include the following information:

1. Names and number of youth admitted to the program.
2. Names and number of youth receiving services.
3. Number and content of training for staff (includes list of participants and participant evaluations).
4. Name and position of staff working with DYRS youth.

4.13.2 The Provider shall prepare and submit individual monthly progress reports to the assigned DYRS case manager. The monthly progress report shall, at a minimum, document the youth's progress in each identified area of service as follows:

1. Life skills;
2. Recreation and leisure activities;
3. Academic performance;
4. Individual therapy;
5. Group therapy;
6. Addiction support;
7. Health/medical updates;
8. Unusual incidents;
9. Abscondence reports; and
10. Updated service strategies.
11. Psychiatric/psychological evaluations
12. Medication assessments

C.14 ELIGIBILITY

Eligibility for services under the agreement with DYRS shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended.

SECTION 5 DELIVERABLES for Base Year and Option Years 1 through 4
(All Deliverables shall be delivered to the CA specified in Section 17)

5.1 Deliverable for Base Year and Option Years 1 through 4 (All Deliverable shall be delivered to the Contract Administrator specified in Section 16. a)

Contract Line Item Number (CLIN)	Deliverable	Method of Delivery	Due Date
0001 - 0002 1001 - 1002 2001 - 2002 3001 - 3002 4001 - 4002	Initial ITP	1 electronic copy and/or 1 soft copy clearly labeled with the following: - Deliverable Name (Placement) - Youth's Name - Facility Name - Date Completed - Date submitted	The initial ITP shall be completed and submitted within 15 days of placement to the DYRS case manager and dyrs.providerreport@dc.gov
0001 - 0002 1001 - 1002 2001 - 2002 3001 - 3002 4001 - 4002	Updated Treatment Plans and/or Monthly Progress Reports	1 electronic copy and/or 1 soft copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Projected Release Date	Updated Treatment Plans and/or Monthly Progress Reports are due the 10 th day of each month to the DYRS case manager and dyrs.providerreport@dc.gov
0001 - 0002 1001 - 1002 2001 - 2002 3001 - 3002 4001 - 4002	Transitional Plan	1 electronic copy and/or 1 soft copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Scheduled Release Date	Transition Planning Report is due 90 days before the projected discharge date and should accompany the monthly progress report to the DYRS Case Manager, and dyrs.providerreport@dc.gov
0001 - 0002 1001 - 1002 2001 - 2002 3001 - 3002 4001 - 4002	Discharge Package	1 electronic copy and/or 1 soft copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Scheduled Release Date	The Discharge package shall be submitted 60 days before the scheduled discharge date to the DYRS Case Manager and dyrs.providerreport@dc.gov

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0001 - 0002 1001 - 1002 2001 - 2002 3001 - 3002 4001 - 4002	Emergency Plans	1 electronic copy to clearly labeled with the following: -Deliverable Name -Facility Name -Date of Revision	The Emergency Plan with alternative placement sites is to be submitted to the CA 10 business days after award of a Human Care Agreement to the CA and dysr.providerreport@dc.gov
0001 - 0002 1001 - 1002 2001 - 2002 3001 - 3002 4001 - 4002	DYRS Unusual Incident Report	1 electronic copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted	All Unusual Incident Reports shall be submitted via email or telephone by the end of the shift in which the incident occurred and followed up with a written report to the CA and DYRS Case Manager within 24 hours and dysr.providerreport@dc.gov
0001 - 0002 1001 - 1002 2001 - 2002 3001 - 3002 4001 - 4002	DYRS Absconder Report	1 electronic copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted	All Absconder Reports shall be submitted to the CA via email by the end of the shift in which the incident occurred with a copy forwarded to the DYRS case manager and Quality Assurance Unit and dysr.providerreport@dc.gov

Section 7 District Responsibilities

7.1 The Department of Youth Rehabilitation Services will provide the following: a) written requests for care indicating youth identified as needing psychiatric services b) reasonably quiet, confidential space to see youth; c) access to medical charts; d) Provide training courses in "Safe Crisis Management" and "Suicide Prevention" and CPR; e) develop and implement quality assurance tools to evaluate the provider's performance on responsibilities indicated above; and f) DYRS shall makes payments to the provider on a monthly basis for the services provided during the previous month as invoiced.

Section 8 Monitoring

8.1 a) The Department of Youth Rehabilitation Services shall monitor the quality of services provided; and b) monitoring shall include, but is not limited to, review of documentation in medical charts, monitoring of medications prescribed by the Pharmacy and Therapeutic Committee, and review of labs ordered based on standard baseline labs to be completed for psychotropic medication monitoring.

Section 9 Compliance With Service Rates

9.1 All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Section 2, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment. The Provider shall provide no human care unless the District makes an official referral and issues a task order to the Provider.

Section 10 Method of Delivery of Services

- 10.1 a) Youth are to be seen face-to-face based on request for care received from the youth, behavioral health staff or medical staff; and
- 10.2 b) Psychiatric or forensic evaluations are completed based on requests from behavioral health supervisory staff and/or courts.

Section 11 Eligibility

- 11.1 Eligibility for services under this Human Care Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment 41.3.

Section 12 Compliance with Laws

- 12.1 As a condition of the Provider's obligation to perform for the District's under this Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement.

Section 13 Human Care Service Delivery and Performance

- 13.1 The term of this Human Care Agreement shall be for a period of one(1) base year and four (4) additional option years subject to an agreement of the parties, subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.
- 13.2 If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 6, 8 or 16 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July 2010, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement by reference.
- 13.3 The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

Section 14 Agreement Not A Commitment of Funds or Commitment to Purchase

14.1 This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care Agreement.

Section 15 Option to Extend Term of the Agreement

15.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. . The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

15.2 The service rates for the option periods shall be as specified in Section 2, Human Care Services and Service Rates.

15.3 If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.

15.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

Section 16 Contracting Officer

16.1 The Contracting Officer (CO) is the only District official authorized to bind contractually the District through signing a human care agreement or contract, and all documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to: Joseph Stewart, Contracting Officer, Office of Contracting and Procurement Human Care Services Group 441 4th Street, N.W. Suite 700 South Washington, D.C. 20001 Telephone Number: (202) 724-8759 and E-Mail: Joseph.stewart@dc.gov

Section 17 Contract Administrator

17.1 The Contract Administrator (CA) is the representative responsible for the general administration of this Human Care Agreement and advising the Contracting Officer as to the compliance or noncompliance of the provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The CA shall be appointed by the Office of Contracts and Procurement at the time that the Human Care Agreement is awarded to the individual providers.

Section 18 Contact Person

- 18.1 For information concerning this Human Care Agreement contact: Mr. Dwight Hayes, Contract Specialist, Office of Contracting and Procurement 441 4th St., NW, Suite 706 North Washington, D. C. 20001 Telephone Number: (202) 727-2354 and E-Mail: dwight.hayes@dc.gov

Section 19 Ordering and Payment

- 19.1 The Provider shall not provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.
- 19.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- 19.3 The Provider shall forward or submit all monthly invoices for each referral for services to the agency, office, or program requesting the specified human care service and as specified on page one (1) of the purchase order/task order, "Provider Shall Submit All Invoices To: Department of Youth Rehabilitation Services Office of the Chief Financial Officer 64 New York Ave., NE, 6th Floor Washington., D.C. 20002
- 19.4 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information: (1) Provider name and address; (2) Invoice date, number and the total amount due; (3) Period or date of service; (4) Description of service; (5) Quantity of services provided or performed (6) Contract line item number (CLIN) , as applicable to each purchase order or task order; (7) Purchase order or task order number; (8) Agreement number; (9) Federal tax identification number (TIN); (10) Any other supporting documentation or information, as required; (11) Name, title and telephone signature of the preparer; (12) Identification of each recipient of chore aide/emergency caretaker service; (13) The recipient's authorization number and census track; (14) The APS supervisor or social worker responsible for the case; (15) The weekly authorization for the number of ours of service that is authorized for each client; (16) The specific dates and the hours for which serve was rendered for each client; (17) The total cost for each client; and (18) The itemized information for all miscellaneous expenditure.
- 19.5 Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

Section 20 Inspection and Acceptance

- 20.1** The inspection and acceptance requirements for the resultant agreement shall be governed by the Inspection of Services Clause § 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, located at www.ocp.dc.gov.
- 20.2** The Provider shall permit persons duly authorized by the Contracting Officer to inspect any records, papers, documents, facilities, and/or goods and services of the Provider which are relevant to the human care agreement, and/or to interview any program participants and employees of the Provider to assure the District of the satisfactory performance of the terms and conditions of the task order resulting from this human care agreement.
- 20.3** Following such evaluation, the CA will deliver to the Provider a written report of its findings and will include written recommendations with regard to the Provider's performance of the terms and conditions of the contract.
- 20.4** The Provider will correct all noted deficiencies identified by the CA within specified period of time set forth in the recommendations.
- 20.5 Inspection and Acceptance-deficiencies**
- 20.5.1** The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Contracting Officer, result in any one or any combination of the following:
- 20.5.2** The Provider being deemed in breach or default of this agreement.
- 20.5.3** The withholding of payments to the Provider by the District.
- 20.5.4** The termination of the Agreement for cause.

Section 21 Standard Contract Provisions Incorporated by Reference

- 21.1** The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July 2010, hereafter referred to as the "Standard Contract Provisions" are incorporated by reference into this Agreement, and shall govern the relationship of the parties as contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

Section 22 Laws and Regulations Incorporated by Reference

- 22.1** By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made

pursuant to the laws, and they are incorporated by reference into this Agreement:

Section 23 Child and Youth, Safety and Health Omnibus Amendment Act of 2004

23.1 The Provider agrees to comply with Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; DC Official Code § 4-1501.01 *et seq.*)(2006 Supp.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577) and its implementing regulations at Chapter 5 of 27 DCMR.

Section 24 District of Columbia Interstate Compact

24.1 Youth accepted for placement in facilities outside of the District, who are under the age of 18 will be referred and approved for placement by District of Columbia Interstate Compact for Placement of Children.

Section 25 Confidentiality

25.1 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

Section 26 Tax Compliance Certification

26.1 In signing and submitting this Human Care Agreement and the Tax Certification Affidavit, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

Section 27 Amendments

27.1 This Human Care Agreement, including the Provider's CQR (Attachment 39.2.1), applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superceded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments or changes in the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

Section 28 Subcontracts

28.1 The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subContractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the sub- Provider shall be subject to every provision of this Human Care Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Human Care Agreement.

Section 29 Provider Responsibility

29.1 The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

29.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

29.3 The Provider's employees shall report all unusual incidents on the Unusual Incident Report, including allegations of abuse or neglect, involving any client that is provided with services by the Provider by telephone to DYRS, and followed up by a written report to DYRS within forty-eight (48) hours of the unusual incident.

Section 30 Publicity

30.1 The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Agreement.

Section 31 Conflict of Interest

31.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the agreement or proposed agreement. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code Section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).

31.2 The Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such

known interests in the performance of the agreement.

Section 32 Department of Labor Wage Determinations

32.1 The Provider shall be bound by Wage Determination No. 2005-2103, Revision No.13, dated June 19, 2013, incorporated herein as Attachment 41.6, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Provider shall be bound by the wage rates for the term of the contract. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option period(s); the Provider may be entitled to an equitable adjustment.

Section 33 Access to Records

33.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

33.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

Section 34 Way to Work Amendment Act of 2006-Living Wage Notice

34.1 Available at www.ocp.dc.gov, click on OCP Policies and Procedures under the heading 'e-Library', then click on 'Way to Work Amendment Act Notice'.

Section 35 Way to Work Amendment Act of 2006-Living Wage Fact Sheet

35.1 Available at www.ocp.dc.gov, click on OCP Policies and Procedures under the heading 'e-Library', then click on 'Way to Work Amendment Act Fact Sheet'.

Section 36 HIPAA Privacy Compliance

36.1 Please reference the HIPAA Privacy Compliance Policy at www.ocp.dc.gov, click on OCP Policies and Procedures under the heading e-Library, then click on HIPAA Privacy Compliance Policy Clause.

Section 37 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

A. A Provider that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code

§ 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or a volunteer position, as well as its current employees and volunteers. Annually, the provider shall request results of the criminal background checks for all employees, contractors and volunteers working with DYRS youth.

- B)** Annually, the provider shall also obtain current driver’s license and driving records to investigate persons applying for employment, as well as current employees, contractors and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties.
- C)** The Provider shall inform all applicants requiring a criminal background check that the results of the applicant’s criminal background check must be before the applicant may be offered a compensated position or volunteer position.
- D)** The Provider shall inform all applicants requiring a traffic records check that a traffic records check must be received on the applicant before the applicant may be offered a compensated position or a volunteer position.
- E)** The provider shall obtain from each applicant, employee, contractor and volunteer:
 - 1) a written authorization which authorizes the District and National Crime Information Center (NCIC) to conduct a criminal background check;
 - 2) a written confirmation stating that the Provider has informed him or her that the District and National Crime Information Center (NCIC) is authorized to conduct a criminal background check;
 - 3) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse;

- but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
 - 4) a written acknowledgement stating that the Provider has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
 - 5) a written acknowledgement stating that the Provider has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- F)** The provider shall inform each applicant, employee, and contractor and volunteer that a false statement may subject them to criminal penalties.
- G)** Prior to requesting a criminal background check, the Provider shall provide each applicant, employee, contractor or volunteer with a form or forms to be utilized for the following purposes:
- 1) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, contractor or volunteer has been informed that the Provider is authorized and required to conduct a criminal background check;
 - 2) To affirm whether or not the applicant, employee, contractor or volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);
 - 3) To acknowledge that the applicant, employee, contractor or volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
 - 4) To acknowledge that the applicant may be denied employment, assignment to, or a volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
 - 5) To inform the applicant, contractor, volunteer or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H)** The Provider shall direct the applicant, contractor, volunteer or employee to complete the form or forms and notify the applicant, contractor, volunteer or employee when and where to report to be fingerprinted.

- D)** Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- J)** The Provider shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- K)** The Provider shall provide copies of the results of all criminal background and traffic check reports to the Contract Administrator (CA) within one business day of receipt.
- L)** The Provider shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- M)** The Provider shall make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- N)** The Provider shall not make an offer of appointment to a volunteer or contractor whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- O)** The Provider shall not employ or permit to serve as a volunteer or contractor an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- P)** Unless otherwise specified herein, the Provider shall conduct annual criminal background checks upon the exercise of each option year of this contract for current employees, contractors and volunteers .
- Q)** An employee, contractor or volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- R)** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant, volunteer, contractor or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Provider whether an offer may be made to each applicant.
- S)** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Provider shall notify the applicant of such

determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

- T) The provider shall institute a policy requiring employees and contractors providing direct care services to DYRS youth to submit to mandatory drug and alcohol testing during the pre-employment screening and on a random basis.
- U) Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Provider shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

SECTION 38 Insurance

38.1 A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an Alfred M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance 10 business days after award of notice giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James A. Webb, Jr.
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-4019
E-mail address: james.webb@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

Section 39 Access to Records

- 39.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

- 39.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- 39.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.40 Documents Incorporated by Reference and Order of Precedence

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the human care agreement by reference and made a part of the human care agreement in the following order of precedence.

- F.40.1 The Human Care Agreement.
- F.40.2 Government of the District of Columbia Standard Agreement Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007 located at www.ocp.dc.gov.
- F.40.3 U.S. Department of Labor Wage Determination No. 2005-2103, Revision 13, dated June 19, 2013.
- F.40.4 Living Wage Fact Sheet.
- F.40.5 The Contractor Qualifications Record completed by the Provider.
- F.40.6 Task Order or Purchase Order

F.41 Attachments

The following attachments are included and incorporated by reference into this Agreement.

1. Human Care Agreement Qualification Record
2. First Source Employment Agreement
3. U.S. Department of Labor Wage Determination No. 2005-2103, Revision 13, dated June 19, 2013
4. *Living Wage Fact Sheet*
5. Living Wage Act of 2006

948 INPATIENT PSYCHIATRIC SERVICES FOR INDIVIDUALS UNDER 22 YEARS OF AGE

948.1 Inpatient psychiatric services for individuals under the age of twenty-two (22) may be provided by:

- (a) A psychiatric hospital or an inpatient psychiatric program in a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations; or
- (b) A psychiatric residential treatment facility (PRTF).

948.2 Inpatient psychiatric services for individuals under the age of twenty-two (22) shall be:

- (a) Provided under the direction of a physician;
- (b) Provided in a facility or program described in §948.1;
- (c) Provided before the individual reaches the age of twenty-two (22), or, if the individual was receiving the services immediately before reaching the age of twenty-two (22), before the earlier of the following:
 - (i) The date the individual no longer requires the services; or
 - (ii) The date the individual reaches the age of twenty-two (22).
- (d) Certified in writing to be necessary in the setting in which the services shall be provided or are being provided in emergency circumstances in accordance with 42 CFR 441.152; and
- (e) Meet the conditions of participation governing the use of restraint or seclusion set forth in 42 CFR 483.350 *et seq.*, if services are provided by a PRTF.

948.3 For each Medicaid beneficiary or applicant who is admitted to a facility or program, the certification required pursuant to §948.2(d) shall be made by an independent team that includes a physician who has competence in diagnosis and treatment of mental illness and has knowledge of the beneficiary's health status. For an individual who applies for Medicaid while in the facility or program, the certification shall be made by the team responsible for the plan of care as described in §948.6 and shall cover any period before application for which claims are made. For emergency admissions, the certification shall be made by the team responsible for the plan of care within fourteen (14) days after admission.

948.4 A PRTF shall:

- (a) Be licensed in the state where the facility is located, if required by the state;
- (b) Have a current written provider agreement with the District of Columbia Medicaid Program;
- (c) Have a written individual plan of care for each patient as described in §948.5, developed by an interdisciplinary team of physicians and other professionals as described in §948.6 in consultation with the patient and his or her parents, legal guardians, or others in whose care the patient will be released after discharge; and
- (d) Maintain appropriate administrative and medical records for a minimum of six (6) years beyond the age of twenty-two (22) years and make such records available to officials of the Department of Health Care Finance, the Department of Mental Health, Department of Health, or other governmental officials of District, state, or federal agencies, or their designees.

948.5 Each facility or program shall have a written plan of care for each beneficiary that complies with the requirements set forth in 42 CFR 441.155 and include the following:

- (a) A certification of need for services that meets the requirements of 42 CFR 441.152;
- (b) An assessment of the beneficiary's immediate and long-range therapeutic needs, developmental priorities, and personal strengths and liabilities;
- (c) An assessment of the resources of the beneficiary's family, including parents, legal guardians, or others into whose care the beneficiary will be released after the discharge;
- (d) The establishment of treatment objectives; and
- (e) The prescribing of therapeutic modalities to achieve the plan's objectives.

948.6 The interdisciplinary team consisting of physicians and other personnel that develops an individual plan of care shall:

- (a) Be employed by the facility directly or under contract;

(b) Have demonstrated competency in child psychiatry (for example, residency in child and adolescent psychiatry and experience in inpatient child and adolescent inpatient/residential treatment settings);

(c) Include at a minimum:

- (1) A board-certified or board-eligible psychiatrist;
- (2) A clinical psychologist who has a doctoral degree and a physician licensed to practice medicine or osteopathy; or
- (3) A physician licensed to practice medicine or osteopathy with specialized training and experience in the diagnosis and treatment of mental diseases and a psychologist who has a master's degree in clinical psychology or who has been certified by the state or by the state psychological association; and

(d) Include one (1) of the following:

- (1) A psychiatric social worker;
- (2) A registered nurse who has specialized training or one (1) year of experience in treating mentally ill individuals;
- (3) An occupational therapist who is licensed, if required by the state, and has specialized training or one (1) year of experience in treating mentally ill individuals; or
- (4) A psychologist who has a master's degree in clinical psychology or who has been certified by the state or by the state psychological association.

948.7 Each facility or program shall not admit a District Medicaid beneficiary or applicant unless the admission has been certified as medically necessary by the District of Columbia Department of Mental Health (DMH).

948.8 Each facility or program shall provide active treatment consistent with the requirements set forth in 42 CFR 441.155.

948.9 The written plan of care shall be developed within fourteen (14) days of admission and reviewed at least every thirty (30) days thereafter.

948.10 Each PRTF shall provide to the requesting District child-serving agency the initial plan of care and any subsequent treatment plan adjustments, including all thirty (30) day reviews of the plan of care.

SOURCE: Final Rulemaking published at 37 DCR 6812 (October 26, 1990); as amended by Final Rulemaking published at 50 DCR 7176 (August 29, 2003); as amended by Final Rulemaking published at 57 DCR 1709 (February 26, 2010) and corrected at 57 DCR 1892 (March 5, 2010).

Exhibit 9

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Youth Rehabilitation Services



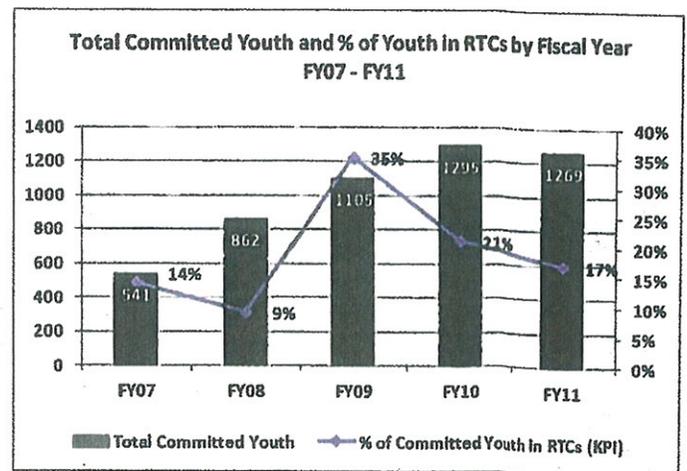
TRENDS IN DYRS RESIDENTIAL TREATMENT CENTER USAGE
In Response to the District of Columbia's Behavioral Health Association's
Sensible Budget Choices: Aligning DYRS Dollars to Youth Treatment Needs

Residential treatment centers (RTCs) and psychiatric residential treatment facilities (PRTFs) play an important role in the continuum of services at the Department of Youth Rehabilitation Services (DYRS). Serving DYRS committed youth with specific mental health, behavioral, or substance abuse needs, RTCs and PRTFs provide specialized treatment programs in a secure, structured environment.

RTC/PRTF POPULATION STATISTICS AND TRENDS

During FY2011, there were a total of 378 DYRS youth placed in RTCs/ PRTFs. Although this number has risen since FY2007, this upward trend primarily reflects the significant growth that has occurred in the overall DYRS committed population during that time. In FY2007, the overall DYRS committed population was 541 youth; by FY2011, this number had increased to 1,269.¹ This overall growth of the committed population helps explain the increase in the number of youth placed in RTCs and PRTFs.

On an average day in FY2011, 17% of DYRS committed youth were residing in an out-of-state RTC/PRTF.² This rate has decreased noticeably and consistently since FY2009, when 35% of the average daily population of committed youth were in an out-of-state RTC/PRTF. Due to this steady decline, the FY2011 levels are basically aligned with the 14% rate from FY2007.



¹ Population figures were obtained using DYRS' case management database and are available in the DYRS FY2011 Annual Performance Report, located at <http://dyrs.dc.gov>. On February 14, 2012, the District of Columbia Behavioral Health Association (DCBHA) released a report entitled *Sensible Choices: Aligning DYRS Dollars to Youth Treatment Needs* (DCBHA Report). In determining the DYRS population levels and the number of youth in RTCs/PRTFs between FY2007-FY2011, the DCBHA Report makes estimates based on prior DYRS Key Performance Indicator (KPI) data which reflects the number of youth newly committed to DYRS, but not the overall number of youth under the agency's supervision. These estimates inadequately reflect the significant growth that occurred in the overall committed population between FY2007 and FY2011.

² The percentage of youth in RTCs/PRTFs is reported in DYRS' KPI data, which is available to the public at <http://capstat.oca.dc.gov/PerformanceIndicators.aspx>. This figure includes only out-of-state placements because the large majority of RTCs/PRTFs are located outside the Washington, DC metropolitan area, and those that are located within the District are different from typical RTCs/PRTFs in that they largely serve youth who are awaiting placement in another secure facility or who are returning home from facilities with higher levels of supervision.

Population by placement type

On any given day during FY2012, nearly half of all committed youth lived in the community, either at home or in a community-based residential facility, a foster home, or an independent living program.

Placement Types by Average Daily Population, Average Length of Stay, and Gender FY2012

		Average Daily Population	Average Length of Stay (days)	Male	Female
Community-based Placements	Home	256	172	91%	9%
	Community-based residential facility	105	60	95%	5%
	Foster homes	27	179	66%	34%
	Independent living programs	21	144	52%	48%
	Total	409			
Non-Community Placements	Detention center or jail	122	119	97%	3%
	RTC	139	189	81%	19%
	Model Unit at New Beginnings	51	218	100%	0%
	YSC/Awaiting Placement	41	24	179%	21%
	Sub-acute care	4	32	63%	38%
	PRTF	20	141	87%	13%
	Total	377			

In addition to reductions in the overall residential treatment center population, DYRS youth are being placed in facilities closer to home. Between January 2012 and December 2012, there was an overall 51% reduction in the agency's out-of-state residential treatment center population, with the greatest reductions being in the West (67% decline) and Midwest (67% decline).

DYRS Out-of-State RTC Population January 2012-December 2012

Region	January 2012 Population	December 2012 Population	Percent Decline
West	27	9	-67%
Midwest	60	20	-67%
Mid-Atlantic	80	45	-44%
South	20	18	-10%
Nationwide	187	92	-51%

Exhibit 10

948 INPATIENT PSYCHIATRIC SERVICES FOR INDIVIDUALS UNDER 22 YEARS OF AGE

- 948.1 Inpatient psychiatric services for individuals under the age of twenty-two (22) may be provided by:
- (a) A psychiatric hospital or an inpatient psychiatric program in a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations; or
 - (b) A psychiatric residential treatment facility (PRTF).
- 948.2 Inpatient psychiatric services for individuals under the age of twenty-two (22) shall be:
- (a) Provided under the direction of a physician;
 - (b) Provided in a facility or program described in §948.1;
 - (c) Provided before the individual reaches the age of twenty-two (22), or, if the individual was receiving the services immediately before reaching the age of twenty-two (22), before the earlier of the following:
 - (i) The date the individual no longer requires the services; or
 - (ii) The date the individual reaches the age of twenty-two (22).
 - (d) Certified in writing to be necessary in the setting in which the services shall be provided or are being provided in emergency circumstances in accordance with 42 CFR 441.152; and
 - (e) Meet the conditions of participation governing the use of restraint or seclusion set forth in 42 CFR 483.350 *et seq.*, if services are provided by a PRTF.
- 948.3 For each Medicaid beneficiary or applicant who is admitted to a facility or program, the certification required pursuant to §948.2(d) shall be made by an independent team that includes a physician who has competence in diagnosis and treatment of mental illness and has knowledge of the beneficiary's health status. For an individual who applies for Medicaid while in the facility or program, the certification shall be made by the team responsible for the plan of care as described in §948.6 and shall cover any period before application for which claims are made. For emergency admissions, the certification shall be made by the team responsible for the plan of care within fourteen (14) days after admission.

948.4 A PRTF shall:

- (a) Be licensed in the state where the facility is located, if required by the state;
- (b) Have a current written provider agreement with the District of Columbia Medicaid Program;
- (c) Have a written individual plan of care for each patient as described in §948.5, developed by an interdisciplinary team of physicians and other professionals as described in §948.6 in consultation with the patient and his or her parents, legal guardians, or others in whose care the patient will be released after discharge; and
- (d) Maintain appropriate administrative and medical records for a minimum of six (6) years beyond the age of twenty-two (22) years and make such records available to officials of the Department of Health Care Finance, the Department of Mental Health, Department of Health, or other governmental officials of District, state, or federal agencies, or their designees.

948.5 Each facility or program shall have a written plan of care for each beneficiary that complies with the requirements set forth in 42 CFR 441.155 and include the following:

- (a) A certification of need for services that meets the requirements of 42 CFR 441.152;
- (b) An assessment of the beneficiary's immediate and long-range therapeutic needs, developmental priorities, and personal strengths and liabilities;
- (c) An assessment of the resources of the beneficiary's family, including parents, legal guardians, or others into whose care the beneficiary will be released after the discharge;
- (d) The establishment of treatment objectives; and
- (e) The prescribing of therapeutic modalities to achieve the plan's objectives.

948.6 The interdisciplinary team consisting of physicians and other personnel that develops an individual plan of care shall:

- (a) Be employed by the facility directly or under contract;

(b) Have demonstrated competency in child psychiatry (for example, residency in child and adolescent psychiatry and experience in inpatient child and adolescent inpatient/residential treatment settings);

(c) Include at a minimum:

(1) A board-certified or board-eligible psychiatrist;

(2) A clinical psychologist who has a doctoral degree and a physician licensed to practice medicine or osteopathy; or

(3) A physician licensed to practice medicine or osteopathy with specialized training and experience in the diagnosis and treatment of mental diseases and a psychologist who has a master's degree in clinical psychology or who has been certified by the state or by the state psychological association; and

(d) Include one (1) of the following:

(1) A psychiatric social worker;

(2) A registered nurse who has specialized training or one (1) year of experience in treating mentally ill individuals;

(3) An occupational therapist who is licensed, if required by the state, and has specialized training or one (1) year of experience in treating mentally ill individuals; or

(4) A psychologist who has a master's degree in clinical psychology or who has been certified by the state or by the state psychological association.

948.7 Each facility or program shall not admit a District Medicaid beneficiary or applicant unless the admission has been certified as medically necessary by the District of Columbia Department of Mental Health (DMH).

948.8 Each facility or program shall provide active treatment consistent with the requirements set forth in 42 CFR 441.155.

948.9 The written plan of care shall be developed within fourteen (14) days of admission and reviewed at least every thirty (30) days thereafter.

948.10 Each PRTF shall provide to the requesting District child-serving agency the initial plan of care and any subsequent treatment plan adjustments, including all thirty (30) day reviews of the plan of care.

SOURCE: Final Rulemaking published at 37 DCR 6812 (October 26, 1990); as amended by Final Rulemaking published at 50 DCR 7176 (August 29, 2003); as amended by Final Rulemaking published at 57 DCR 1709 (February 26, 2010) and corrected at 57 DCR 1892 (March 5, 2010).