

SEXUAL REHABILITATIVE PROGRAM
COMPREHENSIVE RESIDENTIAL TREATMENT SERVICES
Certification of Compliance with Performance Indicators

Contractor's Name: _____ Contract Number: _____

The undersigned Contractor hereby certifies that it is in compliance with the goals and performance indicators as specified within its current Fiscal Year contract to the best of its knowledge. The Contractor makes the following further specific certifications for the billing period _____ thru _____:

<p>PROGRAM DELIVERABLE I: To provide intensive, in-patient, psychiatric and medical Sexual Rehabilitative Program services to clients in the custody of the Department of Human Services (DHS) who have been assessed and determined to require intensive psychiatric services in a Sexual Rehabilitative Program. The program shall meet the requirements stated in the Minimum Licensing Standards for Child Welfare Agencies, section 600 incorporated herein by reference. Licensed personnel qualified under Arkansas law for the independent practice of social work or counseling shall provide all therapy. Competent and qualified person(s) providing direct client service shall have a current Arkansas license and degree in one or more of the following: psychology, psychological examiner, licensed associate counselor under appropriate supervision, licensed professional counselor, licensed master social worker under appropriate supervision, licensed certified social worker, licensed psychologist or psychiatrist.</p>		
<p>1. The Contractor shall provide services solely to clients who have been prior authorized by APS Health Care Midwest through the Medicaid Certificate of Need (CON) process established by Medicaid (Division of Medical Services) or written approval from the Manager of the DCFS Specialized Placement Unit (SPU).</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>2. The Contractor shall develop and implement an individualized plan of care based on the recommendations of the psychosexual report.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>3. The Contractor shall perform a psychological and medical need assessment for each DHS/DCFS client admitted to the program.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>4. The Contractor shall maintain progress reports for each client admitted for placement.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>5. The Contractor shall review and update each client's individualized case plan as necessary, but at least once every ninety- (90) days.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>6. A DHS/DCFS client shall not be discharged without DHS/DCFS approval. The Contractor shall submit a written 30 day notice of discharge to the placing county and the Specialized Placement Unit (SPU).</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>7. The Contractor shall be licensed by the Joint Commission on Accreditation of Hospital Organizations (JCAHO) or the Commission on Accreditation of Rehabilitation Facilities (CARF) now known as Rehabilitation Accreditation Commission. Contractor shall also comply with the standard certification process developed by APS Health Care Midwest, and with any subsequent standards for sex offender treatment programs promulgated by the Department of Human Services.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>8. The Contract shall maintain monthly contact by phone, fax, letter, or in person with the referring DCFS Family Service Worker and the client's family. The Contractor shall initiate, sustain, and document involvement with the client's family and assigned DCFS Family Service Worker to discuss the client's progress, continuing needs and any problem areas, and shall document what was discussed at the conference and any recommendations, conclusions, or decisions made. This is not required when the court has relieved the youth's parents/guardian of any responsibility or authority for the youth</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>9. The Contractor must work with DCFS Family Service Worker and the client's family to develop and implement a written visitation plan.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>10. The Contractor shall assure that the client's service needs including routine medical needs are met on a daily basis covering immediate and preventative care (appointment and transportation).</p> <p>a) The Contractor shall ensure that any needed psychotropic medications are administered and monitored by appropriately licensed personnel.</p> <p>b) The Contractor shall maintain records which document that the needed medical treatment or other care was provided and shall include all presenting problems, medical symptoms, physician identification, diagnosis, prognosis, treatment protocols, listing of all funding sources, and proof of compliance with physician orders.</p> <p>c) The Contractor shall cooperate with DCFS to, seek, facilitate and document that Medicaid funds for any and all eligible services were sought for all DCFS clients that were Medicaid eligible.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>

<p>11. Contractor shall adhere to DCFS Family Service Policy and Procedure Manual, Procedure VI-C4, incorporated herein by reference in maintaining the Medical Passport (medical and psychological history) for each DCFS foster child in placement. NOTE: It is the responsibility of the DCFS worker assigned to the child to originate the passport and provide to the Contractor at time of placement. Contractor should document receipt of passport. If not readily available, documentation within 10 days that it has been received, or requested from caseworker.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>12. Contractor shall be responsible for ensuring that the youth's educational needs are met by developing an individual education plan for each client. The Contractor shall initiate, supervise and document an individual education plan and shall ensure that educational services are provided in compliance with Arkansas and federal law including Department of Education (DOE) rules and regulations.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>13. The Contractor will provide a secure environment that protects the public, staff and residents. The Contractor shall maintain sufficient staff as stated in the <u>Minimum Licensing Standards for Child Welfare Agencies</u>, section 620. The Contractor shall provide 24-hour awake supervision (staff is not asleep during the time he/she is responsible for supervision of clients) of DCFS clients referred to the facility.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>14. The Contractor shall adhere to the Department of Human Services Incident Reporting Policy No. 1090 incorporated herein by reference. In the event of a runaway, the Contractor shall strictly follow DHS Incident Reporting Policy No.1090 in one hundred percent (100%) of the cases. The Contractor shall notify law enforcement in the youth's home county or local county where the youth is believed to be and the youth's parents or guardians. For all other incidents, the Contractor shall complete Incident Report and fax (501-682-8991) to DCFS within twenty-four (24) hours of the incident and follow-up with hard copy. Any incident involving death, life-threatening injury, runaway, or an incident which may be reported in the media, shall be immediately, within ten (10) minutes, reported to DCFS by phone during regular business hours, Monday through Friday and after hours and holidays to DCFS identified 24 hour phone line (1-800-482-5964) with a written report submitted by fax on the same day and followed by a hard copy.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>15. The Contractor and its agents shall pursue all legal remedies, including filing criminal charges in a court of competent jurisdiction, against a client who has committed any delinquent act unless the Contractor or its agents can demonstrate that such action would be therapeutically counter-indicated.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>16. The Contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) of one hundred percent (100%) of the cases of suspected abuse or neglect, as required by state law and DHS policy. The Contractor shall notify DCFS by the next business day of all reports of suspected abuse or neglect involving youth referred by or in the custody of DHS.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>17. Treatment will be provided to enable the child to successfully return to his home, school, and community or another appropriate placement.</p> <ol style="list-style-type: none"> 1. The Contractor shall notify and provide a written discharge summary report to all specified parties of client's discharge date in one hundred percent (100%) of the cases. Discharge of a child from the program shall be planned. The discharge summary shall be submitted to the placing DCFS county office 30 days prior to the discharge date and at a minimum contain: <ol style="list-style-type: none"> a. Identifying data b. Reason for admission and diagnosis c. Family and Social History d. Psychiatric, behavioral, medical, emotional and education history e. Placement history f. Progress/accomplishment of sexual offender treatment goals g. Risk level for re-offending h. Aftercare plans: <ol style="list-style-type: none"> 1. mental health, educational, medical, and social referrals and follow-up 2. discharge medications 3. educational recommendations 4. specific placement recommendation <p>Signed and dated by therapist or program director</p> <p>The only exception to the planned discharge in Program Deliverable 7 is an emergency discharge. An appropriate placement must be available to which the client can be moved. If an appropriate placement is not available, the program must hold the child until placement is available. The following written documentation shall be provided:</p> <ul style="list-style-type: none"> • Specific behavior supporting the conclusion that the child is a danger to himself or others; • Internal options that were explored; <p>Waiver request made to the Specialized Placement Unit (SPU). If SPU staff is not available, the Assistant Director, Community Services, is to be contacted at 682-8541 (if after hours, holiday or weekend, call should be made as soon as possible on the next working day).</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>

<p>18. The Contractor shall furnish a copy of all reports required within the time frames specified by DCFS</p> <p>1. Annual Reports</p> <p>A. A report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program shall be submitted to the Fiscal Audit Section of the Office of Chief Counsel, Department of Human Services, at the end of each contract period.</p> <p>B. A written summary that includes measurable results of the performance indicators shall be provided to the Division no later than thirty (30) days prior to the end of the contract.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>2. Monthly Reports</p> <p>A. The Contractor shall, by the 10th working day of the month, for the preceding month, furnish to the DCFS Specialized Placement Unit a monthly report containing the following:</p> <ol style="list-style-type: none"> 1. List of youth referred for placement into the services purchased by DCFS and/or Medicaid, by source of referral noting clients accepted for placement and those not accepted with the reason why. 2. Name of youth discharged from the program, including the dates of admission and discharge. 3. For youth discharged from the program: <ol style="list-style-type: none"> a. Date that DCFS received notice of discharge and copy of discharge summary b. Placement that the client was discharged to (e.g. home, another residential treatment facility, or DCFS facility). <p>B. The Contractor shall submit monthly certificate of compliance with Performance Indicators certifying that:</p> <ol style="list-style-type: none"> 1. Case files have been reviewed to determine that all clients served have written authorization from DCFS and that the billings with certifications were submitted within the specified timelines. 2. Tests meet generally accepted medical and psychiatric standards as stated in American Psychological Association Standards incorporated herein by reference. 3. Individual education plans have been developed and treatment services and medical records have been maintained. 4. Due diligence has been exercised in qualifying DCFS clients for Medicaid including Certificates of Needs (Con's). 5. Incident reporting is in compliance with DHS Policy No. 1090. 6. Compliance with procedure for discharge of all youth referred by or in DCFS custody. 	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>19. BILLING/REIMBURSEMENT: Monthly billing will be submitted to SPU by the 10th day of the following month. Attached to the billing will be a monthly summary of clients served by each program and certification of compliance. The monthly summary will identify the client by name, social security number, and Medicaid number. The billing will clearly identify the number of units for each client served by the specific program (e.g. residential treatment). DCFS will not be responsible for billing received outside this timeframe, but will consider each case on an individual basis. Invoices should be developed on-line through the PROVIDER INVOICE ENTRY at https://DHS.arkansas.gov/wa_PIE/Login.aspx. Only signed original invoices will be accepted.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>

The Contractor certifies by the signature of its authorized agent that the foregoing statements are true. For any statements for which the response was "NO," please attach a detailed explanation as to why the deviation occurred.

Signature of Contractor's Authorized Agent

Date: _____