PROGRAM REQUIREMENTS

Out of State Intensive/Residential Services
Child Specific

ORGANIZATION OF PROGRAM REQUIREMENTS

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The Contractor shall ensure that all qualifications for employees, volunteers, or subcontractors, performance expectations and program requirements for services provided under this Contract at all times meet the specifications described in this Program Requirement Exhibit.

1. Licensing or Statutory Requirements

The Contractor shall meet or exceed all minimum licensing requirements as required by statute, in the state in which the Contractor’s facility is located, for services provided under this Contract.

a. When licensing requirements and Contract requirements differ, the Contractor shall meet whichever requirement imposes the higher standard.

b. In the event the Contractor’s license(s) is revoked, or expires and an application for renewal is not pending, this Contract shall be suspended, without the necessity of written notice from DSHS, as of the effective date of revocation or the actual date of expiration. In the case of license revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of the effective date of the license revocation.
c. The Contractor shall notify DSHS within 24 hours if the Contractor’s license(s) is revoked or expires.

2. Required License in Good Standing

a. If the Contractor or any of the Contractor’s staff are required to be licensed or certified to provide any of the services under this Contract, the required license or certification must be in good standing at all times during the term of the Contract.

b. In the event that a required license or certification is suspended, or has any limitations or restrictions are placed on it, the Contractor shall immediately notify the DSHS contact person listed on page 1 of this Contract.

3. Staff-to-Child Ratio Requirements for Residential Facilities

a. It is the Contractor’s duty and responsibility to provide adequate staff to ensure the good health and safety of children. The Contractor shall provide additional staff if the health and safety of children warrants such action.

b. The Contractor shall submit in writing to DSHS as part of the rate proposal, the staff-to-child ratio for a 24 hour period, seven days a week, for the program in which the child will be placed.

c. If the Contractor will be providing a staff-to-child ratio of one-to-one for certain hours within a 24 hour period, this shall be clearly indicated in the rate proposal and staff-to-child ratio for the program submitted to DSHS. It is DSHS expectation that the one-to-one staff ratio is in addition to the program’s normal staff-to-child ratio and this extra staff(s) is specifically for the purpose of supervising the child served under this Contract.

An example would be: The program staff-to-child ratio is 2-to-6 awake hours and 1-to-6 sleeping hours. If one-to-one staffing is being funded, the program staff-to-child ratio shall be 3-to-6 awake hours and 2-to-6 asleep hours, with one of those staff assigned to supervise the child in this Contract.

d. The Contractor shall at a minimum maintain the following staff-to-child ratio: 1 adult per 4 children during the day; 1 adult per 13 children overnight.

e. DSHS may at any time monitor compliance with staff-to-child ratios by unannounced site visits.

f. Prior to any reductions in this staffing ratio, the Contractor shall notify DSHS in writing and receive prior written DSHS approval of the new supervision plan and staff-to-child ratio. If staff-to-child is reduced and such ratio is in part responsible for the monthly rate, said monthly rate shall be reduced.

4. Qualification Requirements

a. The contractor shall employ sufficient numbers of qualified staff to meet the physical, safety, health, and emotional needs of the children placed in the contractor’s care, appropriate for their age and developmental level.

b. Employers and caregivers shall:

(1) Demonstrate competency, good judgment, and self-control in the presence of children and when performing duties;
(2) Report suspected abuse, neglect, and exploitation to the Children’s Administration Intake Unit and to the designated administrator or supervisor; and

(3) Comply with federal and state anti-discrimination laws related to personnel policies and procedures.

c. Staff, volunteers, and others caring for children at the contractor’s facility shall provide the children with:

   (1) Appropriate adult supervision;

   (2) Emotional support;

   (3) Personal attention; and

   (4) Structured daily routines and living experiences.

d. The Contractor shall maintain the following positions or the equivalent. If at any time the Contractor does not meet these requirements, the Contractor shall notify DSHS in writing within 72 hours

   (1) Case Management Staff shall:

      (a) Provide individualized case management and coordination of services;

      (b) Possess a Master's or Bachelor's Degree in social services or a closely related field from an accredited school. Case Management staff possessing a Bachelor's Degree shall periodically consult with a staff member possessing a Master's Degree in social services or a related field. One hour of consultation shall occur for every twenty hours of employee work time;

      (c) Maintain training, experience, knowledge, and demonstrated skill in each area of responsibility;

      (d) Maintain the skills and understanding needed to effectively manage cases; and

      (e) Maintain the ability to monitor staff development and training of all staff she/he supervises.

   (2) Direct Care Staff shall:

      (a) Be at least twenty one years of age, unless they meet the requirements of subsection (3) of this section;

      (b) Possess a High School Diploma or have completed a High School equivalency course of study (GED/HSEC);

      (c) Have one year of experience working directly with children in care. Two years of social services education may be substituted for the required experience;

      (d) Have the skills and ability to work successfully with the special needs of children in care; and

      (e) Have effective communication and problem solving skills.

   (3) Direct Care staff may be between the ages of eighteen and twenty one if enrolled in an
internship or practicum program with an accredited college or university. Enrollment documentation shall be required.

(4) Direct Care staff under twenty one years of age shall be supervised by staff at least twenty one years of age.

e. The contractor shall insure that an on-site Program Manager is present in the contractor's facility during business hours when the facility is operational and children are present. Staffed residential facilities licensed for five or fewer children are required to have an on-site Program Manager present during business hours when children are present if the focus of the program is behavioral and a child's behavior poses a risk.

f. On-site Program Managers shall be qualified to:

   (1) Coordinate day to day operations of the program;

   (2) Supervise the case management and direct care staff; and

   (3) Be responsible for insuring the accurate completion of each child's plan of care and treatment.

g. When youth are not present in a facility and the Program Manager is not on-site, she/he shall be available by telephone.

h. On-site Program Managers shall:

   (1) Possess a Master's Degree in social services or a closely related field from an accredited school and one year of experience working with children or youth; or

   (2) Possess a Bachelor's Degree in social services or a closely related field from an accredited school and two years of experience in working with children or youth; or

   (3) Have five years of successful full time experience in a relevant field; and

   (4) Have supervisory abilities that promote effective staff performance; and

   (5) Have relevant experience, training, and demonstrated skills in each area that she/he will be managing or supervising.

i. An on-site Program manager shall not provide clinical oversight to case management staff unless the on-site Program Manager meets the case consultant requirements of this contract.

j. The contractor may use staff provided by another agency if these staff meet the educational qualification requirements of this contract. The contractor shall require a written agreement with the other agency which describes the scope of the services to be provided.

5. Case Consultation

The Contractor shall secure case consultation to address individual clients' needs, from persons recognized by the community as experts. The contractor shall have case management consultants available as need to work with contractor's staff, the children served, and the children's families. Other consultants may be used for program support.

a. Case Management Consultants shall be responsible for:
(1) Reviewing treatment, case plans, and adoption home studies as appropriate;

(2) Providing one hour of consultation/supervision to case management staff for every twenty hours a staff member works;

(3) Insuring staff consultations are documented and available to staff on an as-needed basis; and

(4) Monitoring staff members' skill development in order to assist them in effectively managing cases.

b. Case Management Consultants shall:

(1) Possess a Master's Degree in social services or a closely related field from an accredited school;

(2) Have the training, experience, knowledge, and demonstrated skill for each area in which she/he will be supervising or advising; and

(3) Have the ability to insure staff develop their skills, are adequately trained, have the understanding needed to effectively manage cases, and have knowledge of mandatory child abuse and neglect reporting requirements.

c. Consultants may be hired as staff or operate under a contract. Consultants shall meet the professional competency requirements and academic training requirements in their respective fields.

6. Degree Requirements

The Contractor shall ensure that any degrees required of the Contractor or the Contractor's staff under this Contract, or by statute, shall meet the following requirements before the Contractor shall provide services under this Contract:

a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;

b. The degree must be awarded by a public or private 4-year or 2-year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one of the following regional accreditation boards for the United States:

(1) MSA - Middle States Association

(2) NWCCU - Northwest Commission on Colleges and Universities

(3) NCA - North Central Association of Colleges and Schools

(4) NEASC - New England Association of Schools and Colleges

(5) SACS - Southern Association of Colleges and Schools

(6) WASC - Western Association of Schools and Colleges

c. If the degree has been awarded by a tribal college, university, community college, trade or
vocational school, it must be accredited by one of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: www.aihec.org.

d. If the degree has been awarded by a foreign educational institution outside of the United States, it must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.

The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington DC 20036-1135 and may be accessed at: www.chea.org.

e. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract

7. Conflict of Interest

The Contractor shall ensure that an assessment of potential conflict of interest occurs before the Contractor places any child in an out-of-home placement. The assessment shall include asking any adult living in the out-of-home placement whether any conflict of interest listed below exists. The Contractor must also require that all adults in the home report any conflict of interest that occurs after the child is placed, by the following workday.

A conflict of interest exists when:

a. An adult in the home conducts or has conducted an investigation, as a result of the adult’s employment, of an allegation of abuse or neglect of the child; or

b. The child is or has been, or is likely to be a witness against an adult in the home in any pending legal action or claim against the state involving:

   (1) An allegation of abuse or neglect of the child or sibling of the child; or

   (2) A claim of damages for wrongful interference with the parent-child relationship between the child and his or her biological parent.

c. For purposes of this provision, “investigation” means the exercise of professional judgment in the review of allegations of abuse or neglect by (a) law enforcement personnel; (b) persons employed by, or under contract with, the state; (c) persons licensed to practice law and their employees; and (d) licensed or certified mental health professionals.

d. The Contractor shall not place or allow a child to remain in a specific out-of-home placement, when there is a conflict of interest on the part of any adult residing in the home, in which the child is to be or has been placed.

e. The Contractor shall immediately notify DSHS upon becoming aware that the Contractor, a child served under this contract or a licensed caregiver providing services under this contract is, or has been, or is likely to be, a party or witness in a claim or legal action where DSHS is named as a party.

8. Mandated Reporter Training

The Contractor shall ensure all current employees and volunteers are trained as mandated reporters of child abuse and neglect pursuant to the requirements of the state in which the Contractor is located.
Each employee shall sign and date a statement acknowledging his or her duty to report child abuse and the Contractor shall retain the signed statement in each individual’s personnel file.

9. **Background Checks**

This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.

a. The Contractor shall ensure a child abuse and neglect registry check and a criminal history background check pursuant to the laws of the state in which the Contractor is located has been completed for all current employees, volunteers, and subcontractors, and that a child abuse and neglect registry and a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.

b. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if required by the state in which the Contractor is located or requested by DSHS.

c. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired, has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

10. **Health and Safety of DSHS Client Children**

In the delivery of services under this Contract, children’s health, safety and well-being shall always be the first concern of the Contractor.

a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the initial CA referral to the Contractor, the Contractor shall immediately report this information to the child’s CA Social Service Specialist. The Contractor shall follow such verbal notification by written notification within 24 hours to the CA Social Service Specialist.

b. Contractors are mandated reporters under this Contract. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake in the state in which the Contractor’s facility is located and (2) the referring CA Social Service Specialist. The Contractor shall follow verbal notification by written notification within 24 hours to the CA Social Service Specialist.

c. Written notification required by the Contractor shall include notification by fax or by secure e-mail.

d. DSHS may conduct site visits as part of health and safety, contract reviews or audits

11. **Corporal Punishment Prohibited**

Corporal Punishment of children in the Department’s care or custody is prohibited. Corporal Punishment is any act which willfully inflicts or causes the infliction of physical pain on a child. The Contractor, and the Contractor’s agents and employees, shall not administer Corporal Punishment to children served under this Contract

12. **Smoking Prohibited in Presence of Client Children and Foster Youth**
Smoking in the presence of client children including the use of e-cigarettes, is prohibited. This prohibition extends to, but is not limited to, the following circumstances:

a. When transporting client children under age 18 and foster youth 18 to 21 years of age;

b. When there is direct contact with client children under age 18 and foster youth 18 to 21 years of age, such as talking with a child or accompanying a child, even when in a public place where smoking may otherwise be permitted.

13. Transportation of Children

The Contractor shall only provide transportation that is safe, reliable, and in conformance with state and federal safety laws. Specifically, that:

a. Drivers shall be age 21 or older, have a current valid driver’s license for the classification of motor vehicle operated, have proof of liability insurance, and successfully pass a DSHS/CA background check as required above in Section 9, Background Checks.

b. Drivers shall at all times comply with the child passenger restraint requirements of the state in which the Contractor is located when transporting children or providing transportation to children served under this Contract. National child passenger safety laws can be accessed at http://www.statehighwaysafety.org/html/stateinfo/laws/childsafety_laws.html

c. Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training.

d. Motor vehicle is maintained in safe operating condition.

e. Number of passengers does not exceed the seating capacity of the motor vehicle.

f. Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion.

g. The Contractor shall ensure that no transportation of DSHS clients occurs unless an auto insurance policy that covers the transportation of DSHS clients is in effect.

h. DSHS shall have discretion to disallow any employee, subcontractor, or volunteer of the Contractor from providing transportation to DSHS clients.

14. Property Damage

Damage to the Contractor’s property by DSHS residential clients shall be the responsibility of the Contractor.

15. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client’s cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer. http://www.dshs.wa.gov/sites/default/files/SESA/odi/documents/CA-2014.pdf.

16. Interpretation and Translation
a. The Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.

b. The Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.

c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate.

d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the CA Regional Administrator or designee on a case by case basis.

17. Confidentiality – Additional Requirements

This Contract imposes the following additional requirements to the section titled Confidentiality, set forth as one of the General Terms and Conditions of this Contract:

a. **Consent by Minor.** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor’s parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DSHS.

b. **Encrypted Email Account.** The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at CA’s website, located at: http://www.dshs.wa.gov/ca/partners/intro.asp

18. Client Records

The Contractor shall maintain such records and shall submit to DSHS such reports as needed to understand the course of treatment and child’s progress. At a minimum, client records shall include:

a. Placement authorization;

b. Information regarding intake, assessment and referral;

c. Case planning documents to include ISTP;

d. Quarterly reports;

e. Cultural relevancy and LEP plans, when appropriate;

f. EPSDT assessment;

g. Behavior Management Plan, to include supervision and safety plans;

h. Medical care provided to youth;

i. Clinical consultation log;

j. Outside consultation notes, to include who provided the consultation;
k. Placement extensions approved by DSHS;

l. Incident reports involving the youth; and

m. Copies of Aftercare Service plans.

19. Administrative Records

The Contractor shall retain the following administrative records:

a. Child protective services log to include all alleged incidences of Child Abuse/Neglect.

b. Documentation of all audits, license review, or contract monitoring, corrective actions required and action taken.

c. Protected Groups Data Collection – Voluntary Information. The Contractor shall maintain the following information and, if requested, provide it to DSHS. However, prior to collecting the information, the Contractor shall inform staff and clients that furnishing the information is entirely voluntary and that refusal to furnish the information shall not have adverse effects.

(1) A list of all current staff by position that includes date of birth, sex, and identified protected group status including race, disability, Vietnam Era Veteran, and Disabled Veteran status.

(2) A list of all CA clients served that includes date of birth, sex, and race.

20. Personnel and Subcontractor Records

The Contractor shall retain the following records on (1) all of Contractor’s staff and employees, whether full-time or part-time, (2) volunteers, and (3) any subcontractor’s staff and employees who may have contact with DSHS clients in performing duties or providing services under this Contract:

a. Any and all criminal history background checks;

b. Current license(s), registration(s), or certification(s) to practice in the state in which services are provided, as applicable;

c. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;

d. Documentation of academic history and credentials, as applicable;

e. Employment and experience history;

f. Job description;

g. Annual performance evaluations;

h. Training records, as applicable;

i. Hours worked and payment records;

j. Proof of driver’s license and automobile liability insurance, if staff or subcontractor provides transportation to DSHS clients.
k. Staff training log;

l. Clinical consultation log;

m. Signed statements to adhere to confidentiality of client information;

n. Signed Statement acknowledging duty to report child maltreatment; and

o. Copy of each signed subcontract or other agreement for any subcontractors.

21. Auditing and Monitoring

a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.

b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.

c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.

d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

22. Medicaid Order of Precedence

The Medicaid program is authorized by the Social Security Act, Title XIX of Public Law 89-97, 42 CFR Chapter IV, RCW Chapter 74.09, and WAC Chapters 388-80 through 388-95. In case of conflict or inconsistency regarding Medicaid requirements, the following order of precedence applies:


b. CODE of Federal Regulations (CFR);

c. Revised Code of Washington (RCW);

d. Washington Administrative Code (WAC);

e. DSHS numbered memoranda;

f. Schedule of Maximum Allowances/Fee Schedules; and

g. Billing Instructions.

23. Right of Access. DSHS and/or the Office of Family and Children’s Ombuds (OFCO), or designee, for Washington State or the state in which services are provided, shall have the right of access to all clients served under the terms of this Contract, and the client’s place of residence, on a 24-hour basis without prior notice.
a. The Contractor shall release records relating to services provided to youth that are dependent under Chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth under Chapter 13.34 without the consent of a dependent youth’s parent or guardian or the youth if the youth is under the age of 13 years, unless law otherwise specifically prohibits such release.

b. The Contractor shall notify the CA headquarters Program Manager when the OFCO makes a request for records.