



**State of Oklahoma  
Department of Human Services**

**Solicitation**

**Solicitation #: 2017-03**

**Solicitation Issue Date: 03/29/2017**

**Brief Description of Requirement:**

Oklahoma Department of Human Services (DHS) Child Welfare Division has the following Request for Information (RFI) For Level D+ Group Homes.

Completed response may be returned by:  
Sealed Bid to the location or mailing address below; or  
Email in .PDF format to Edward.Cloud@okdhs.org with Solicitation #2017-03 in the subject line.

**Response Due Date<sup>1</sup>: April 12, 2017**

**Time: 3:00pm CST/CDT**

**Issued By and RETURN SEALED BID TO<sup>2</sup>:**

Agency Name: Oklahoma Department of Human Services

- U.S. Postal Delivery: Contracts and Purchasing PO Box 25352, Oklahoma City OK 73125
- Carrier Delivery: Contracts and Purchasing 2400 N. Lincoln Blvd, Oklahoma City OK 73105

**Solicitation Type** (type "X" at one below):

- ☒ Request for Information
- ☐ Request for Proposal
- ☐ Request for Quote

**1. Shipping Location:**N/A

**2. Contracting Officer:**

Name: Edward Cloud

Phone: 405-521-4315

Email: Edward.cloud@okdhs.org

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



**State of Oklahoma  
Department of Human Services**

**Responding Bidder Information**

*"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.*

**1. RE: Solicitation #** 2017-03

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_

VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>3</sup>** (type "X" at one below):

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

**5. Registration with the Oklahoma Secretary of State** (type "X" at one below):

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>4</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma  
Department of Human Services

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 2017-03

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

## **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **A.6. Bid Opening**

Sealed bids shall be opened by the Oklahoma Department of Human Services- No Public Bid Opening located at 2400 N. Lincoln Blvd Oklahoma City, OK at the time and date specified in the solicitation as the Response Due Date and Time.

## **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

## **A.8. Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

## **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

#### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

#### **A.14. Award of Contract**

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.15. Contract Modification**

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.16. Delivery, Inspection and Acceptance**

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all

items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.17. Invoicing and Payment**

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.18. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.19. Audit and Records Clause**

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.20. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.21. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.22. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.23. Termination for Cause**

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.24. Termination for Convenience**

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to



the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

- A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

#### **A.26. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.28. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.29. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

This is a Request for Information (RFI) regarding potential Level D+ Group Homes. Please see the included sample agreement (Attachments A through C) regarding terms and conditions.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1 Purpose**

The Oklahoma Department of Human Services (DHS), Child Welfare Services (CWS) is seeking private providers for two (2) Level D+ group homes for youth ages 13-18. The Level D+ programs must be operational by November 1, 2017 or before. Programs can accommodate up to 16 (sixteen) youth. Funding is secure for CWS to pursue one Level D+ program for young men and one Level D+ program for young women.

### **C.2 General Information**

DHS is required by Oklahoma state statute to serve youth in DHS or Tribal custody in the least restrictive setting suitable to meet the safety and treatment needs of the youth in the closest possible geographical proximity to the youth's home or community. Community-Based Residential Care programs provide care and treatment for DHS custody youth whose service needs cannot be met in their own home or in foster care. CWS enters into agreements with private entities for services provided in group home care.

All CWS contracted group home providers and programs must be licensed by DHS Child Care Licensing and meet the minimum licensing standards for the care and protection of youth as set forth in DHS' Child Placing Requirements or Licensing Requirements for Residential Child Care Facilities.

### **C.3 Program Description and Outcomes**

Youth placed in Level D+ group homes have a wide array of needs which can include behavioral and emotional dysregulation. The primary goals of Level D+ group home care are: ensuring the safety of the youth through supervision; the regulation of behavioral and/or emotional challenges through trauma responsive focuses in both residential and therapeutic needs; and partnering, preparing, and planning for the youth to live in a family-like setting that will lead to successful adulthood.

### **C.4 Type of Contract and Rate of Reimbursement**

Contracts for group home care are fixed rate contracts and are not subject to the competitive bid process. Once contracts are initiated, all contracts roll over annually on June 30th and are renewed for one (1) year intervals based upon the quality of services, contract compliance and positive outcomes as evidenced through data collection and on-site program audits conducted by the CWS Contracts Performance Review Team and other regulating entities. Services mandated by and provided under the Level D+ group home contract are reimbursed at the fixed rate of \$154.00 per day, per child.

## **D. EVALUATION**

The information requested in Section E may be used to determine non-competitive awards in the future.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1 Questions**

Questions regarding this RFI can be submitted to [Edward.cloud@okdhs.org](mailto:Edward.cloud@okdhs.org) no later than 3pm CDT Wednesday, April 5<sup>th</sup> 2017

### **E.2 Submission**

Interested vendors should submit an information packet including the following information:

- Name and contact information of respondent to include mailing address, number to be reached and e-mail address
- If available, resume of intended Director of the program to include educational and work history, and experience in working with youth in a trauma responsive environment/system/program
- If available, name and address where services will be provided

- Plan to have the program operational by or before November 1, 2017
- Philosophy of group home care
- If available, letters of support from current group home provider(s) to include a 'pledge' of support
- Experience with residential care for youth
- Professional abilities and qualifications of the group home's team relative to working in a trauma responsive manner with youth
- Philosophy regarding teaching new skills and supporting behavioral change
- Plan to incorporate positive youth developmental practices in the program
- Knowledge of the developmental characteristics of early, middle, and late adolescence as well as the developmental tasks of emerging adulthood
- Knowledge of the impact of trauma on development, relationships, and behavior
- Philosophy regarding youth access to developmentally appropriate activities (dating, driving, electronics, working) for youth in the program
- Philosophy of how youth most effectively learn
- An overall evidence-based or evidence informed programmatic framework including a sample schedule detailing access and philosophy as to:
  - Recreational resources
  - Educational resources
  - Activities to prepare, and plan for the youth to live in a family-like setting that will lead to successful adulthood
  - Plan for teaching new skills and supporting new behavior
  - Plan for trauma responsive, strength-based behavioral support and crisis intervention
  - Current community partnerships and support for the youth
  - Transportation provision
  - Plan for staff development (if available, job descriptions, training requirements and plan for supervision); and
  - Outcomes tracked by the program and plan for reporting to CWS

## **OKLAHOMA DEPARTMENT OF HUMAN SERVICES**

### **LEVEL D+ GROUP HOME ATTACHMENT A**

This contract is made and entered by and between the Oklahoma Department of Human Services, hereinafter referred to as "DHS," and

a corporation hereinafter referred to as "Contractor," existing under and by virtue of the laws of the State of Oklahoma.

NOW THEREFORE, the parties mutually agree as follows:

#### Article I. Definitions

**Contractor:** A private facility duly licensed under the laws of Oklahoma, prepared by virtue of professional knowledge, standards, and expertise to provide required services, and willing to undertake the responsibilities specified in this contract. Residential child care professionals serve a crucial role with the safety, psycho-social development, and success of the residents living in a facility. The residential program provided by the Contractor, known as Level D+, has three (3) major goals for residents: (1) teaching new skills to meet their needs through a trauma-responsive focus on both residential and therapeutic issues; (2) preparing and planning for the resident to live in a family-like setting; and (3) the provision of twenty-four (24) hour awake intensive supervision for the resident's safety.

**Group home:** A specialized form of community-based residential care for children and youth, referred to as residents, who are in lawful DHS or tribal custody and deemed by DHS to be in need of such services;

**Reasonable and prudent parent standard:** The standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interests of a resident while at the same time encouraging the emotional and developmental growth of the resident during placement. This standard is used by the Contractor when determining whether to allow a child to participate in extracurricular, enrichment, cultural, and social activities.

**Successful adulthood program:** A program specifically designed to assist a child to enhance those skills and abilities necessary for successful adult living. A successful adulthood program may include, but is not limited to, such features as minimal direct staff supervision and the provision of supportive services to assist children and youth with activities necessary for finding an appropriate place of residence, completing an education or vocational training, obtaining employment, or obtaining other similar services.

#### Article II. Level of Care Assessment

DHS yearly, at minimum, assesses the residential program to determine if the Level D+ requirements are met by the Contractor. This assessment may affect the placement of children and youth, reimbursement, and contractual terms.

### Article III. Services to be Provided

Contractor shall provide residential care and treatment for \_\_\_\_ residents adjudicated deprived in DHS or tribal custody. Referrals are made for children and youth 13 through 18 years of age. Contractor shall maintain records documenting the provision of service in accordance with guidelines established by DHS and the Oklahoma Health Care Authority (OHCA) to meet any federal record-keeping requirements.

Contractor shall provide services to residents that include the following:

#### A. Treatment Plan Development

A Group Home Treatment Plan shall be developed by the Contractor for each resident within thirty (30) calendar days of admission with documented input from Child Welfare Services (CWS) Permanency Planning staff. This plan shall be revised and updated at least every ninety (90) calendar days with documented involvement of CWS Permanency Planning staff. Each resident's treatment plan is individualized taking into account the resident's age, history, diagnosis, trauma history, functional levels, and culture. The treatment plan delineates the place of service, the type of service, required goals, objectives, evaluative criteria, implementers, and time lines.

Each resident's treatment plan shall, at minimum, address the Contractor's plans with regard to the provision of services in each of the following areas: group therapy; individual therapy; family therapy; substance use or abuse/chemical dependency therapy, prevention or education; basic living and social skills enhancement; behavior enhancement; education; recreation; employment; preparation for successful adulthood; discharge planning; and post-discharge goals and supports. Contractor shall develop treatment plan using a form and structure provided by CWS Specialized Placements and Partnerships (SPPU).

The Contractor shall maintain a written case record on each resident. The record shall describe and account for all services provided or obtained for that resident while in placement to meet the goals and objectives of the resident's treatment plan. Current treatment plans, case files, progress notes, and daily logs are maintained in the Contractor's files during the time the resident receives services. Documentation of services provided by Contractor, such as progress notes, and daily logs, must include the: date of service provision; the start and stop time for each session and service provided; signature of the therapist or staff person providing the service, including that person's credentials; specific need(s) addressed and the need(s) must be identified on the master treatment plan; methods to address the need(s); progress made toward goals; resident's response to the session or intervention; and any new need(s) identified during the session all in accordance with OHCA rules per Oklahoma Administrative Code (OAC) 317:30-5-1046. Documentation of the services provided by Contractor staff must be placed in the case record immediately following service delivery and no later than one week from the date the service is provided.

DHS, OHCA, or the federal Center for Medicare/Medicaid Services (CMS) will evaluate through inspection or other means the quality, appropriateness and timeliness of services provided by the Contractor.

## B. Staffing Guidelines

Twenty-four (24) hour awake coverage will be provided. All staff must meet, at a minimum, DHS Child Care Services (CCS) Residential Child Care licensing standards for group home staff in addition to criteria set forth in this contract and in the OHCA rules for Residential Behavior Management Services in Group Settings per OAC 317:30-5-1043. When the Contractor's actual staffing pattern differs from the following guidelines, a written plan must be submitted to the CWS contract monitor, that defines the Contractor's proposed staffing pattern and clearly illustrates how safety will be assured and each of the staffing guidelines functions will be provided. The proposed staffing pattern plan must be approved by the CWS contract monitor prior to Contractor implementation. Contractor must fill any vacancies in any required staffing positions within thirty (30) calendar days of the position being vacant. Contractor includes progress on filling vacant positions in the monthly written reports submitted to the CWS email inbox: [CWSGroupHomes@okdhs.org](mailto:CWSGroupHomes@okdhs.org) email.

Contractor's administrative staff includes a program administrator and program coordinator. There shall be an on-site program administrator, program coordinator, or designee at all times.

Contractor's clinical staff and residential child and youth care professionals shall participate in developing treatment plans and in scheduled reviews for each resident they supervise. In addition, clinical staff and residential child and youth care professionals shall provide individual and group interactions with residents, including basic living and social skills enhancement or behavior supports in on-site classroom or community settings; participate with the residents in recreational opportunities; provide daily log narratives as to each resident's behavior; participate in the weekly staffing of each resident; and have access to consult with both the administrator and the consultant.

### 1. Required staffing shall include:

- a. one (1) full-time administrator, preferably MSW or Ph. D. psychologist, with at least five (5) years of experience in direct service provision to children and youth with emotional and behavioral challenges and demonstrable administrative skills. This position will direct the treatment plans for each resident, supervise the clinical staff, and administer the program. This person shall be on twenty-four (24) hour call;
- b. one (1) consultant psychiatrist, psychologist, or licensed mental health professional shall be available to the administrator and all clinical staff and residential child care professionals for at least two (2) hours per week on-site. Consultation notes shall be made a part of each resident's case record. Contractor may utilize licensed staff person providing the therapy to residents at the facility when the licensed person has the time, training, experience, and expertise to perform consultation services. Experience

- and expertise must be documented in the personnel file. Persons under licensure supervision do not qualify to perform as a consultant;
- c. one (1) program coordinator with at least a Bachelor's degree in a mental health treatment-related field, such as social work, psychology, human relations psychological track, behavioral science, child development, counseling, or alcohol/drug studies and a minimum of two (2) years experience in direct service provision to children and youth with emotional and behavioral challenges. This position shall coordinate the activities of the treatment program and shall directly supervise the residential child and youth care professionals;
2. Each of the Contractor's clinical staff who provides the required individual, group, and family therapies shall meet one of these minimum requirements: be licensed in Oklahoma as a psychologist, social worker with clinical specialty only, professional counselor, marriage and family therapist, or behavioral practitioner, or under Board Supervision to be licensed in one of these areas.
  3. Each of the Contractor's staff providing basic living skills enhancement, social skills enhancement, and alcohol and other substance use or abuse treatment shall meet one of these minimum requirements:
    - a bachelor or master degree in a behavioral health-related field including, but not limited to, psychology, sociology, criminal justice, school guidance and counseling, social work, recreational therapy, occupational therapy, family studies;
    - a current license as a registered nurse in Oklahoma;
    - certification as an alcohol and drug counselor when providing substance use or abuse rehabilitative treatment for residents with alcohol and other drug dependencies or addictions as an Axis I diagnosis from the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM); or
    - current certification as a Behavioral Health Case Manager from Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) and meets requirements to perform case management services per OAC rules 317:30-5-595(2).
  4. The Contractor's clinical staff and residential child and youth care professionals shall receive initial and ongoing training, at a minimum annually, in procedures for reporting suspected child abuse or neglect and treatment approaches based in positive youth development and behavioral support that includes prevention and early intervention strategies and non-pain producing passive physical techniques when intervening in crisis situations. In addition, to meet minimum training requirements for Child Care Licensing (CCL), Contractor's clinical staff and residential child and youth care professionals may choose from the following topics: stress management; coping skills; anger management; crisis intervention; typical childhood development and the effects of abuse, neglect, and traumatic stress on development; grief and loss issues for children in out-of-home placements; treatment of survivors of physical, emotional, and sexual abuse; treatment of children with disruptions in attachment; treatment of children

with hyperactivity or attention deficit disorders; treatment methodologies for children with emotional disturbances; treatment of children with challenging behaviors; treatment of children and families with substance use or abuse and chemical dependency disorders; and group activities.

5. Contractor shall have policy and procedure to address the on-going professional development and supervision of clinical and residential child and youth care professionals.
6. Residential child and youth care professionals shall have:
  - a Bachelor's degree in a mental health treatment-related field and one (1) year experience in working with children and youth with emotional and behavioral challenges;
  - a Bachelor's degree and two (2) years experience in working with children and youth with emotional and behavioral challenges;
  - a high school diploma or equivalent and three (3) years experience in working with children and youth with emotional and behavioral challenges; or
  - a high school diploma, 21 years of age or older and possess adequate education, training, and experience to perform the essential functions of the position with or without reasonable accommodation.

The last staff qualification shall not be utilized unless persons from the first three options are unavailable for hire as documented in the personnel file of the individual hired. The last option requires documentation that the individual employee completes sixty (60) hours of shadowing a lead residential child and youth care professional and a review of the Contractor's policy and procedure for reporting child abuse and neglect before assuming responsibility for direct supervision of children. Staffing ratio shall be one (1) residential child and youth care professional for every six (6) residents (1:6) during awake hours and shall meet licensing standards for overnight shifts. Staffing at all times should be based on residents' safety and needs.

7. Annual consultation and documentation with a qualified nutritionist or licensed dietitian to assure compliance with CCS CCL and Oklahoma Department of Health standards.
8. All clinical and residential child and youth care professionals and other staff identified by the contractor shall receive training in Managing Aggressive Behavior (MAB), an evidence-directed behavior support curriculum which includes a prevention, early intervention, and verbal de-escalation skill set based in positive youth development principles, as well as non-pain producing passive physical techniques. MAB training shall be obtained or provided by the Contractor. Staff must complete the training in its entirety prior to engaging in any physical intervention with residents. Completion of MAB within thirty (30) calendar days of employment shall be documented in employee's personnel files.



9. All staff must complete Systematic Training to Assist in the Recovery from Trauma (START) training and have a certificate of completion in their personnel file for review within ninety (90) calendar days of employment.
10. Contractor shall complete background investigations per DHS CCS requirements.

#### C. Therapy and Rehabilitative Services

Contractor's staff shall provide the following services per the OHCA rules for Residential Behavior Management Services in Group Settings, OAC 317:30-5-1043 through 317:30-5-1046.

1. The Contractor shall provide individual therapy on a weekly basis to each resident with a minimum of one (1) or more sessions totaling one (1) hour or more of treatment per week. Individual therapy shall be age-appropriate and the techniques and modalities employed shall be relevant to the goals and objectives of the resident's treatment plan.
2. The Contractor shall provide group therapy on a weekly basis to each resident with a minimum of two (2) or more sessions totaling two (2) or more hours of treatment per week. Group therapy shall be age-appropriate and the techniques and modalities employed shall be relevant to the goals and objectives of the resident's treatment plan. Group size is not to exceed six (6) members. One thirty (30) minute period of individual therapy beyond the required minimum may be substituted for one (1) hour of group therapy.
3. The Contractor shall provide family therapy when deemed appropriate by the Contractor and DHS. The Contractor shall include family therapy goals and objectives on the resident's treatment plan. Family therapy is an interaction between the therapist and family to facilitate emotional, psychological, or behavioral changes and promote successful communication and understanding. Family therapy may be conducted by phone or electronic camera, when necessary. Family therapy must have the child as the focus.
4. Individual, group, family, social skill and basic living therapies, or enhancements, missed due to a resident's absence from the program, documented as non-utilized billing days, shall be completed within the next billing month.
5. Contractor shall engage parents in visitation with the resident and shall seek to support and enhance the resident's relationships with family members, except when familial contact is prohibited by court order. The Contractor shall seek to involve the family in treatment team meetings, in plans and decisions, and to keep them informed of the resident's progress in the program. The Contractor shall work with the caretaker to whom the resident will be discharged.
6. The Contractor shall provide alcohol and other drug abuse treatment for residents who have emotional or behavioral needs related to substance use

or abuse and chemical dependency to begin, maintain, and enhance recovery from alcoholism, problem drinking, drug abuse, drug dependency addiction, or nicotine use and addiction. This service shall be considered ancillary to any other formal treatment program in which the resident participates for treatment and rehabilitation. For residents who have no identifiable alcohol or other drug use, abuse, or dependency, the Contractor shall provide age-appropriate education and prevention activities.

7. Utilizing a reasonable and prudent parenting standard, the Contractor shall provide goal-directed activities designed for the enhancement of living skills for each resident. Basic living skills enhancement activities are designed to restore, retain, and improve those basic skills necessary to function in a family or community. Basic living skills enhancement is age-appropriate, developmentally-appropriate, and relevant to the goals and objectives of the resident's treatment plan. This may include, but is not limited to, food planning and preparation, maintenance of personal hygiene and living environment, household management, personal and household shopping, community awareness and familiarization with community resources, mobility skills, and job application and retention skills with documentation per OAC 317:30-5-1046.
8. The Contractor shall provide goal-directed activities designed for the enhancement of social skills for each resident. Social skills enhancement activities are designed to restore, retain, and improve the self-help, communication, socialization, and adaptive skills necessary to reside successfully in home and community-based settings. Social skills enhancement promotes normalcy and are age-appropriate, culturally sensitive, and relevant to the goals of the resident's treatment plan.
9. Psychological/psychiatric intervention shall be available for residents through direct contact with a psychologist or psychiatric consultant, and/or through the Contractor's designated clinical staff making use of psychological/psychiatric case consultation.
10. Behavior support shall be provided as needed by Contractor staff 24 hours a day, seven (7) days a week to meet the goals and objectives of the treatment plan and to respond to any behavioral crisis that may arise with the resident. Contractor shall assure that staff is available to respond in a crisis to ensure safety, assist a resident in stabilizing behavior, and prevent placement disruption.
11. When the DHS goal is not reunification, Contractor shall, in cooperation with the resident and DHS, aggressively pursue appropriate alternate permanent plans for the resident, such as adoption or guardianship. Contractor shall be responsible for preparing each resident for his or her permanency plan. Contractor shall participate in Permanency Round Tables or family engagement meetings for each resident.

#### D. Recreational Services

1. Recreation shall be made available through a wide range of planned on and off-campus activities.
2. Utilizing the reasonable and prudent parenting standard, the Contractor's monthly schedule shall reflect a resident's individualized opportunity to pursue their talents, hobbies, and chosen interests on and off-campus.
3. The Contractor shall maintain written documentation on a monthly basis for each resident that lists activities for that month, the application of the reasonable and prudent parenting standard, when relevant, and the resident's level of participation in each activity. Each resident's response to recreational services shall be addressed on the monthly written documentation in the individual case record.

#### E. Crisis Response

1. The Contractor shall develop and implement written twenty-four (24) hour on-call and on-site crisis intervention management policy and procedures and shall provide documented training to all staff.
2. The Contractor shall develop and implement written policy and procedures regarding acceptable and non-acceptable methods of responding to a resident's crisis consistent with DHS discipline policy in Attachment B, Rights of Residents in Community-Based Residential Care in Attachment C, CCS licensing standards, and Section 1-7-105 of Title 10A of the Oklahoma Statutes (10A O.S. § 1-7-105), and will provide yearly documented training on same to all staff. Within thirty (30) calendar days of employment, contractor staff shall be trained in MAB, a DHS-approved evidence-directed behavior support curriculum.

The curriculum includes:

- a. graded alternatives using a combination of psychological and physical techniques to ensure safety with emphasis toward:
  - (i) prevention of crisis situations with a focus on healing relationships;
  - (ii) early intervention;
  - (iii) verbal and non-physical de-escalation of the situation;
  - (iv) elimination of physical and emotional abuse to persons with acting out behavior; and
  - (v) the reduction of injury; and
- b. physical interventions are only utilized when the resident's behavior poses an imminent danger to self or others and when all other methods have been exhausted. Physical contact may only last until the imminent danger has passed or a maximum of five (5) minutes, and is only utilized by the staff who successfully completed training in its entirety.
3. Contractor staff shall provide crisis intervention and behavioral support services as needed to residents. Emergency or crisis intervention services include face-to-face encounters of an emergency nature to resolve acute emotional dysfunction by providing intervention, resolution, and stabilizing functions for the individual. This includes triage screening, planning, and

documentation. The incident is to be documented and reported by email to the resident's assigned child welfare (CW) specialist and the CW facility liaison.

#### F. Successful Adulthood for Residents 14 Years of Age and Older

The Contractor shall have policy and procedure for the Contractor's delivery of successful adulthood skills training to residents. The Contractor shall utilize instructional and hands-on activities both on-site and in the community to support the redevelopment of basic life skills and to teach new successful adulthood life skills to the residents. At a minimum, the restoration, redevelopment, and teaching of skills shall be focused on seven key areas:

1. health, such as physical and mental, hygiene, and first aid;
2. housing, such as locating a home and maintaining a residence;
3. education, such as advocacy, study skills, and career planning;
4. employment, including career assessments, job readiness, acquisition, and retention;
5. life skills, such as money management, food preparation, and laundry;
6. permanent connections, including socialization skills and maintaining relationships; and
7. essential documents, such as how to acquire and maintain.

In addition, the Contractor shall inform the resident's CW specialist when: each custody child 14 years of age or older completed a successful adulthood plan; life skills instructions identified in the successful adulthood case plan were implemented; the resident age 16 through 18 years of age attended at least one successful adulthood program event each year or documented equivalent experiential activity or experience; and appropriate youth development funds were accessed when a need was identified for the resident age 16 years of age and older.

Regardless of the child's age, Contractor shall implement and keep current a Life Book for each resident to document the child's stay in the facility and to provide continuity throughout the child's life.

The Contractor shall ensure the resident applies for Medicaid assistance upon his or her 18<sup>th</sup> birthday.

The Contractor shall ensure that each identified resident completes the National Youth in Transition Database (NYTD) survey within forty-five (45) calendar days after the resident's 17<sup>th</sup> birthday. Contractor shall facilitate the survey process by providing a time and place for the survey to occur and shall ensure that the survey is returned in a timely manner. The Contractor shall document any NYTD-related successful adulthood services provided to each resident 16 years of age or older and submit this documentation to the CWS Successful Adulthood program supervisor on at least a quarterly report.

#### G. Employment Services

When employment services are deemed appropriate by the Contractor and DHS using a reasonable and prudent parenting standard, the Contractor shall assist the residents in job skill training, job placement, and job retention. Contractor shall document provision of the services in the resident's case file.

#### H. Educational Services

1. Contractor shall provide schooling according to the school district in which they are located. An extended school year will be based on the resident's need for additional academic credits and shall be addressed in the resident's treatment plan and/or Individualized Education Program (IEP). Curriculum provided in such educational setting shall conform to applicable requirements of the Oklahoma Department of Education. Six (6) units of education must be provided Monday through Friday and include course work in social studies, mathematics, science and English.
2. The contractor shall assure that an IEP is requested for each resident and the approval or denial is documented. When there is already an IEP developed by the resident's home school district, that IEP shall be requested upon admission to the facility. Contractor shall participate in the IEP meeting that is scheduled by the Local Education Agency (LEA) within ten (10) calendar days of enrollment into the new LEA.
3. The resident is provided educational services at the group home when the educational team, comprised of the LEA, Contractor, CW specialist, and education surrogate, deems the group home is the least restrictive environment. Successful public school attendance enhances the probability of the resident's ability to maintain placement in lower levels of care or family-like settings. The goal for each resident is community inclusion.
4. In the event an exceptional resident is placed with the Contractor, the Contractor must assure educational opportunities are available that satisfy the resident's special educational requirements per 70 O.S. § 13-101.1.
5. The Contractor shall provide the following information to the school at the time of the resident's enrollment: name and grade of school the resident last attended; the resident's DHS custody status (emergency, temporary or permanent); the resident's diagnoses; and names and address of the resident's parents or guardian when the resident is in DHS emergency or temporary custody.
6. Tutoring services shall be provided or arranged for by the Contractor for those residents who are deemed by the resident, Contractor, the LEA and/or the CW specialist to be in need of tutoring services. The Contractor must maintain written documentation of tutoring services in the resident's case file.
7. The Contractor shall immediately make available an academic credit recovery program for a resident who is not deemed to be "on-track" to graduate high school. High school academic credit checks shall be

completed every nine weeks using the Oklahoma's Promise academic standards for every resident and the results kept in the resident's file.

8. The Contractor shall make available the opportunity to prepare for a General Educational Development (GED) when a GED is determined to be the most appropriate educational plan by the resident, Contractor, a representative from the LEA, and the CW specialist. Determining that the GED is the most appropriate educational plan can only occur after a GED pre-test was completed by the resident and the results were reviewed by the resident, Contractor, a representative from the LEA, and the CW specialist.
9. The Contractor must maintain ongoing case documentation regarding the progress and response of each resident to their individual educational program.
10. DHS authorizes the Contractor's administration, through the Placement Provider Authorization, to review school records and to have access to the child's school records. Contractor makes the request for review of the resident's school records to the LEA and presents the Placement Provider Authorization to the LEA as documentation of CWS's authorization.

#### I. Critical Incidents

1. Critical incidents are defined as occurrences that may have grave consequences. Examples of critical incidents are: the death of a resident or employee; severe injury to a resident; severe abuse, neglect or mistreatment of a resident; misappropriation of state or federal funds by an employee of a private or public service Contractor that receives those funds; a violent crime committed by a resident against another individual; any disaster to include fire, tornado, or other natural disasters; bomb or terrorist threat; or any event that gained media attention.
2. When any critical incidents occur, Contractor shall contact CWS SPPU administrator as soon as possible. Whenever an employee is involved in or has knowledge of a critical incident, he or she shall immediately contact the supervisor, or the designee, who immediately notifies the CWS SPPU Administrator and CW facility liaison.
3. The individual making the initial report completes a written incident report. The report is signed, dated, and forwarded to the supervisor. The report describes circumstances leading to the critical incident, details of the actual incident, and final remedy of the incident. Injury to the resident or any other person is documented. The facility administrator then forwards the report to the CWS SPPU administrator and CW facility liaison.
4. The incident report is written within two (2) calendar days of the incident and forwarded to the CWS SPPU administrator and CW facility liaison within a maximum of five (5) calendar days of the critical incident.
5. The facility is to maintain a copy of the report in an incident file.

#### J. Partnership with Therapeutic Foster Care

Contractor shall have documented evidence of a relationship with foster care and therapeutic foster care (TFC) agencies under DHS contract to develop transition and discharge options for residents meeting TFC criteria and continuing to need out-of-home placement. Contractor shall involve the identified TFC family and TFC therapist in the resident's treatment prior to discharge and transition to the TFC placement. The placement into a TFC family is approved by the resident's CW specialist and supervisor, authorized by OHCA, and authorized by the DHS TFC placement coordinator prior to Contractor's discharge. The Contractor's written agreements with TFC agencies shall be available to CWS for review.

#### K. General Child Care

1. The Contractor shall assume responsibility for the individual resident's basic needs maintenance. The CW facility liaison and the CW specialist shall provide assistance to the Contractor regarding case planning and coordination.
2. Discharge shall be planned and coordinated with the CW specialist. Recommendation by the Contractor for discharge must be approved by the CWS SPPU placement coordinator and CW specialist prior to implementation. When disagreement occurs regarding a resident's discharge, the Contractor may request a review of the decision by the CWS Placement Team. The decision of the CWS Placement Team regarding the resident's discharge is final.

Within thirty (30) calendar days after discharge, the Contractor provides a written discharge summary to the CW specialist and to the case record. The summary includes a synopsis of treatment and educational services, progress toward treatment goals, reason for discharge, and recommendations toward future treatment, educational and placement needs.

Automatic discharge shall occur after any resident has been absent from the facility without approval for seven (7) calendar days.

3. The Contractor shall have policy and procedure regarding transition planning that includes the standardized CWS Plan of Care Minimum Requirements as issued by CWS SPPU.
4. DHS shall arrange payment for all approved medical and dental services for each resident within the scope and guidelines of DHS programs.
5. DHS authorizes the Contractor's administration, through the Placement Provider Authorization, to consent to routine and ordinary medical care, which includes psychotropic medications, and treatment needed by the child in DHS custody upon the advice of a licensed physician.

Per 10A O.S. § 1-3-102, prior consultation and consent from DHS, resident's parent(s), and the court, when applicable, are required for:

- a. emergency medical care. When appropriate DHS staff cannot be located and the situation is life-threatening, the provider obtains emergency care and treatment and notifies DHS at the earliest possible time; and
- b. any extraordinary medical care and treatment, such as surgery, general anesthesia, blood transfusions, or invasive or experimental procedures, from the:
  - (i). child's parent or guardian when the child is in DHS emergency or temporary custody;
  - (ii) court of jurisdiction when the child is in DHS emergency or temporary custody and the treatment is related to the abuse or neglect, or the parent is unavailable or will not consent; or
  - (iii) court of jurisdiction, when the child is in DHS permanent custody.

The Contractor shall assure that the resident receives all needed routine and specialized medical care in a timely manner. The Contractor shall notify the CW specialist and CW facility liaison of any accidental or non-accidental injury.

6. After initial placement of the resident in DHS or tribal custody, Contractor provides clothing for each resident and develops and implements policy and procedure for clothing provision. Emergency funds for clothing may be accessed by contacting the CW specialist and may be requested only if the child has been placed without appropriate clothing. Each resident must have, at a minimum, seven (7) days worth of clothing suitable for the weather that fits and is in good condition. The Contractor shall keep a Clothing Inventory, CWS Form 04FC004E, that is available for review by the CW facility liaison, CW specialist, Contract Performance Review team (CPR), and CWS programs or administrative staff. The list is updated when new clothing is made available and old clothing is discarded. The inventory list shall include at a minimum: seven pairs of pants, seven shirts (T-shirts are acceptable), seven sweaters or sweatshirts, seven pairs of underwear, seven bras, seven pairs of socks, seven pairs of shorts, two pairs of pajamas, two pairs of shoes, one spring jacket, one winter coat, pair of gloves when the resident wants gloves, and one outfit suitable for church attendance. Personal belongings shall be included on Form 04FC004E, Clothing Inventory.
7. Contractor shall have written policy and procedure regarding the disbursement of weekly/monthly allowances to residents, when provided.
8. A resident's religious preferences shall be respected. Transportation to the nearest church of the resident's choice shall be arranged and approved by the Contractor. On-site voluntary services are acceptable. The Contractor shall assure that a resident's religious and cultural observations are met.
9. The Contractor shall accept responsibility for a reasonable knowledge of the resident's whereabouts at all times. In the event a resident is removed by anyone without authorization, is taken into custody by law enforcement officials, runs away or otherwise cannot be accounted for, the Contractor shall



notify the CW specialist, CW facility liaison, and police by phone. The Contractor places an incident report in the resident's case record with a copy to the CW specialist and CW facility liaison describing the circumstances surrounding the incident.

10. The Contractor shall utilize the reasonable and prudent parenting standard when allowing a resident any overnight visitation. Such approval shall be documented in the case file.
11. The Contractor shall have written policy and procedure on approving situations in which any individual removes the resident from the facility without supervision. Documentation of this approval and application of the reasonable and prudent parenting standard shall be made in the case file.
12. Contractor shall obtain prior approval from the CW specialist any time the resident travels overnight outside the State.
13. Contractor shall not, under any circumstances, use residents for advertising purposes without prior written approval of the CW specialist and notification sent to the CW facility liaison.
14. Contractor shall submit the written Group Home Quarterly Report to the CW specialist describing each resident's stay and progress toward meeting identified treatment goals on a quarterly basis, or more frequently, when requested by CWS or the Court. Group Home Quarterly Report also must be included in the resident's case record. The Contractor shall use the Group Home Quarterly Report form and structure provided by CWS SPPU.
15. Contractor shall develop and implement written policy and procedure regarding each resident's access to legal counsel, court appointed special advocate (CASA) worker, DHS staff, phone, email, mail, and visitation.
16. Contractor shall develop and implement written policy and procedure regarding securing and safeguarding each resident's property and/or funds. Such policy should include guidelines regarding items allowed into the facility and those not allowed.
17. Contractor shall assure compliance with the medication administration requirements of CCS CCL. Each shift shall have a trained medication administration staff person available to assure medication management and compliance.

#### Article IV. Basis for Payments

##### A. Billing Information

Contractor shall submit claims monthly on Form, 04CB002E, CWS Claim for Purchase of Residential Care, documented in the format and following procedures prescribed by DHS. Payment will be made only on residents reflecting a KK case number.

- B. Services provided include all services identified in Article III, as appropriate, for each resident served. Contractor agrees that vacant beds are available to DHS on demand. Contractor shall report leave days or any day that a resident is not in the facility receiving treatment services and room and board services for Title IV-E and Title XIX documentation by attaching Form 04CB001E, Community-Based Residential Care (CBRC) Leave Tracking, to the Contractor's monthly claims.
- C. DHS shall not make any payment to Contractor during any time period when the actual physical facility is not fully open and operational.

#### Article V. Minimal Child Care Staff Qualifications

- A. All Contractor staff shall meet the minimum licensing standards or requirements as set forth in the DHS' CCS CCL Child-Placing Agencies or Licensing Requirements for Residential Child Care Facilities. The Contractor shall develop written qualifications for staff working with or around residents assuring that personnel possess sufficient education, experience, and background to provide adequate and safe professional care and services; and that residents will not be exposed to abuse, deprivation, criminal conduct, or other dangerous conditions attributable to employee incompetence or misconduct.
- B. The Contractor shall develop policy and procedure for determining background information and verifying references that provides information regarding the applicant's history in regard to previous job performance, substance use or abuse, and felony and misdemeanor convictions. The Contractor shall carefully evaluate the background information on each potential staff member.
- C. Contractor shall develop and implement written policy and procedure regarding the orientation of new employees to include procedures for reporting suspected child abuse and/or neglect, crisis intervention, and MAB. Documentation is placed in each employee's personnel file indicating the employee completed the orientation process prior to independently providing direct child care services.
- D. Training records shall be maintained in each staff member's personnel file documenting the course title, the trainer's name, the date, and the number of training hours received. In addition, the Contractor must maintain a separate cumulative record and description of all in-house training provided.
- E. Contractor shall develop and implement written policy regarding corrective discipline procedures for Contractor staff.
- F. All facilities and services provided by the Contractor shall meet the minimum licensing standards for the care and protection of children as set forth in the DHS CCS CCL Child-Placing Agencies or Licensing Requirements for Residential Child Care Facilities requirements.
- G. All residential child and youth care professionals shall participate in the weekly scheduled review staffing of each resident for whom they have direct care responsibility. Staff meeting minutes are maintained and include staff in attendance and staffing notes on the residents reviewed. Staff meeting minutes

are distributed to all absent staff members and documentation is made that all absent staff members read the minutes.

- H. The Contractor shall develop and implement written policy and procedures regarding residential child and youth care professional's access to routine consultation.
- I. Contractor shall develop and implement written policy and procedure to include evacuation procedures for fire, tornado, terrorist threats or attacks, and medical emergencies, and provide documentation of yearly training of all staff on the policy and procedure.

#### Article VI. Resident Characteristics and Admission Procedures

- A. Residents served generally have a history of trauma that results in:
  - 1. risk of leaving placements without approval;
  - 2. difficulty attending public school settings;
  - 3. acts of aggression toward peers, property and/or authority figures;
  - 4. sexual behaviors, including sexual aggression;
  - 5. substance use or abuse related needs;
  - 6. severe delays in development;
  - 7. verbal aggression;
  - 8. difficulty with peer and/or adult relationships;
  - 9. history of disruptions in attachment;
  - 10. difficulties in emotional functioning;
  - 11. multiple placement changes; and/or
  - 12. dual adjudication with the Office of Juvenile Affairs (OJA) or a history of criminal activities.

#### Article VII. Admission Procedures

- A. The Contractor agrees that DHS shall have final authority regarding all placements into and discharges from the facility. The Contractor sends a daily vacant bed report to the CWS email inbox: [SPPUVacancyreport@okdhs.org](mailto:SPPUVacancyreport@okdhs.org). Vacant beds are available on demand to CWS.
- B. The CWS SPPU shall direct referrals to the Contractor through the assigned CW facility liaison.
- C. The CW specialist shall prepare a complete placement worksheet on each resident referred for placement. The worksheet provides, in addition to other information, any pertinent medical information and thorough educational information.

Upon receipt of the referral, the Contractor has three (3) business days to effect actual placement. When there is an irresolvable difference of opinion between the Contractor and the CWS group home placement officer as to the appropriateness of a referral, the CWS Placement Team may be convened to review the referral and render a final decision.

- D. At the time of placement, the CW specialist shall provide the Contractor with the following:
- a current immunization record;
  - current family/social history when not previously provided;
  - birth certificate or copy of the Oklahoma State Department of Health (OSDH), Division of Vital Records, Application for Search and Certified Copy of Birth Certificate requesting the birth certificate;
  - social security number or copy of the Form SS-5 requesting a social security number;
  - a copy of the custody order;
  - current "M" or "C" number and person code or copy of Form 04KI002E, Eligibility Determination Document, Medicaid Client Identification number;
  - the child's eight-digit KK case number;
  - most recent psychological evaluation;
  - Form 04KI006E, Strengths and Needs Assessment;
  - Form 04KI005E, Child's Individualized Services Plan (ISP);
  - Form 04KI004E, Placement Provider Information;
  - Form 04FC011E, Placement Agreement for Out-of-Home Care;
  - Life Book;
  - Successful Adulthood Assessment when the child is 14 years of age or older; and
  - school records or name and address of last school attended for school enrollment.
- E. When Contractor accepts both private referrals and referrals for residents in DHS or tribal custody for placement, Contractor shall not promote or encourage the placement of children or youth not in custody into DHS custody as a provision for accepting that child or youth into their program.

#### Article VIII. General Provisions

- A. Age-Appropriate or Developmentally-Appropriate  
Activities or items that are generally accepted as suitable for children of the safe age or level of maturity or that are determined to be developmentally-appropriate for a child, based on the development of cognitive, emotional, physical, and behavioral capacities that are typical for an age or age group.
- B. Communicable Diseases Policy  
The Contractor shall have policy and procedure regarding communicable diseases. This policy shall require the use of universal precaution/infection control procedures as well as address issues in regard to HIV serologically positive residents.
- C. Corporal Punishment  
There shall be no corporal punishment utilized by the contractor. Contractor shall have knowledge of and abide by DHS' discipline policy (Attachment B), DHS CCS CCL standards, and 10A O.S. § 1-7-105 that prohibit the use of solitary confinement, separation programs, use of mechanical restraints, and administration of medicine as discipline. Room restriction may be utilized in the resident's own room for a "cooling off" period not to exceed sixty (60) minutes.

The resident may remain alone by request, but within hearing of an adult in an unlocked, safe, clean, well-lighted, well-ventilated area. Duration of the restriction must be specified at the time of the assignment.

#### D. Evaluations

DHS through any authorized representatives has the right at reasonable times, to inspect, investigate, or otherwise evaluate the service performed hereunder on the premises in which it is being performed. When any inspection, investigation or evaluation is made by DHS, the Contractor shall provide all reasonable assistance necessary. All inspections, investigations, or evaluations shall be performed in a manner that does not unduly interfere with service performance. Authorized DHS representatives shall have access to and the right to examine program records at any time during the period when records are required by this contract to be maintained or retained. Contractor shall cooperate with any inspection, investigation, evaluation, plan for immediate safety (PFIS), corrective action plan (CAP), or facility action step (FAS) developed in conjunction with, or by DHS. Contractor's failure to cooperate may result in sanctions imposed by DHS, such as listed in Article VIII, Section F below.

1. Plan for Immediate Safety (PFIS) is a plan to immediately control any significant and clearly observable condition that is present and endangering or threatening to endanger a resident.
2. Corrective Action Plan (CAP) is a plan with steps, actions, or strategies taken to correct or address behaviors or conditions associated with an individual employee related to abuse, neglect, misconduct, or areas of concerns.
3. Facility Action Step (FAS) is actions, or strategies needed to correct or address areas of concern identified within the broader agency's culture, services, or contract compliance. When concerns are noted during a quarterly review, development and finalization of the FAS is due within 10 calendar days of notification.

Contractor agrees to participate and cooperate in surveys conducted or approved by DHS.

#### E. Office of Client Advocacy (OCA)

The Contractor shall designate a contact person for OCA and inform the advocate general of the name, phone number, and email address of the designee. The Contractor immediately notifies the advocate general in writing, by mail or email, of contact information changes. The designated contact person is available by phone, pager or email at all times. DHS Form 15IV011E, Designation of Contact Person for Client Investigations, may be used for this purpose.

During an Office of Client Advocacy investigation, the Contractor provides access to all employees, residents, facilities, files, and records that may pertain to the investigation.

#### F. Program Assessment

DHS shall periodically review, utilizing the Program Assessment format, the performance of the Contractor under the contract. When as a result of such review(s), DHS determines that the responsibilities of the contractor pursuant to this contract are not being adequately performed, or when DHS determines that change in the nature or scope of services to be provided under this contract requires modification, the parties shall attempt to resolve the issues by agreeing upon needed changes to correct Contractor's identified deficiencies. When the Contractor fails to correct its deficiencies to DHS satisfaction, a Notice to Comply (NTC), or formal written notice, is sent with a Written Plan of Compliance (WPC), a thirty (30) calendar day formal accountability process, in which DHS may impose one or any combination of the following sanctions:

1. cessation of referrals to Contractor until deficiencies are resolved (vendor hold), resulting in reduced reimbursement based on utilization of beds;
2. disallowance of Contractor claims;
3. suspension of contract funding; or,
4. termination of the contract per its terms and DHS policy.

#### G. Reasonable and Prudent Parent Standard

The Contractor shall utilize the reasonable and prudent parent standard when determining whether to allow a child to participate in extracurricular, enrichment, cultural, and social activities. Failure of the Contractor to comply with the provision of reasonable and prudent parent standard may result in termination or cancellation of the contract or other sanction.

Contractor assures that at least one employee of the facility is designated and authorized to apply the reasonable and prudent parent standard to decisions involving the participation of a resident in age-appropriate or developmentally-appropriate activities and that the authorized employee shall be provided with training on how to use and apply the reasonable and prudent parent standard.

#### H. Reporting

The Contractor shall submit the Group Home Monthly Report, using a form and structure provided by SPPU, to the DHS CWS SPPU email inbox, [CWSGroupHomes@okdhs.org](mailto:CWSGroupHomes@okdhs.org) to provide an overview of facility activities for the month. The Contractor also shall provide a year-end report within sixty (60) calendar days of the end of the contract year detailing information from the Group Home Monthly Report for the total contract year.

#### I. Reporting Child Abuse

The Contractor shall require all agents and employees of the facility having reason to believe any person under 18 years of age has been subject to physical abuse or neglect to immediately report the matter to the Statewide Child Abuse and Neglect Hotline at 800-522-3511. Failure to report is a misdemeanor offense and upon conviction punishable by law per 10A O.S. §§ 1-2-101 through 1-2-104. Procedures for reporting suspected child abuse or neglect must be

delineated in Contractor policy and procedure. Yearly training on reporting suspected child abuse or neglect shall be documented in the employee's file.

When there is reason to believe abuse or neglect occurred, the preliminary assessment by the Contractor ceases and the incident is reported to the Statewide Child Abuse and Neglect Hotline. The preliminary assessment is limited to inquiries regarding those involved, obtaining written statements, and clarifying information needed to ensure safety. The Contractor is prohibited from investigating an alleged incident while DHS' decision to accept a report for investigation is pending or during an open OCA investigation.

Per 21 O.S. § 455, interfering with a child abuse investigation is a felony. Interference includes, but is not limited to: intimidating, harassing, or threatening a party to the investigation; retaliation against an employee for reporting suspected abuse or neglect; or denial of access to residents, employees, facilities, witnesses, records, or evidence.

J. Rights of Residents in Community-Based Residential Care

Each child in DHS or tribal custody in the Contractor's care shall be given a written copy of Rights of Residents in Community-Based Residential Care (Attachment C) upon admission. The resident's rights are described and explained to the child in an age-appropriate way. Documentation that a review of the resident's rights occurred must be placed in the resident's file.

K. Tobacco

Contractor shall develop and implement written policy and procedure regarding the use of tobacco products. Such policy shall include guidelines that prohibits residents possessing or using tobacco products and prohibits staff and/or visitors from using tobacco products in the presence of residents. Designated smoking areas will be clearly marked and will be outside of residential and/or treatment areas.

L. Uninhabitable Facility

In the event that the Contractor's designated facility becomes uninhabitable by an act of God, sudden catastrophe, or other reason and a suitable alternative facility cannot be obtained by the Contractor within fifteen (15) calendar days, this contract may become null and void and DHS may select alternative placement for any resident in need of such placement.

## OKLAHOMA DEPARTMENT OF HUMAN SERVICES

### LEVEL D+ GROUP HOME ATTACHMENT B

This contract is made and entered by and between the Oklahoma Department of Human Services, hereinafter referred to as "DHS," and

a corporation hereinafter referred to as "CBRC program," existing under and by virtue of the laws of the State of Oklahoma.

NOW THEREFORE, the parties mutually agree as follows:

#### Article I. Discipline for the child in Oklahoma Department of Human Services (DHS) custody placed in Community-Based Residential Care (CBRC)

##### A. Discipline

Discipline means safe practices or methods of teaching and enforcing acceptable patterns of behavior to ensure proper conduct and does not include corporal punishment. The CBRC program assists the child and youth in DHS custody placed with the CBRC program learn behaviors that promote the child's self-regard, personal ability, and socialization skills.

##### B. Positive interactions

The CBRC program's interactions with children and youth:

1. protect and nurture the child or youth's physical and psychological well-being;
2. advance the child or youth's development;
3. meet the child or youth's needs;
4. teach the child or youth ways to prevent and solve problems;
5. maintain and build positive relationships;
6. build the child or youth's self-control and responsibility; and
7. comply with DHS rules regarding discipline to provide a safe, nurturing environment that allows the child to experience security and positive self-esteem.

##### C. Teaching techniques

Positive behavior management techniques include, but are not limited to:

1. rewards. Rewards may be small gestures of approval, such as treats, toys, and symbols of recognition such as stickers, stars, or money. Rewards are for the interest, desire, and effort the child or youth displays, not for performance, talent, or ability. This technique must not be used all the time;
2. privileges. Privileges allow the child to experience greater freedom or opportunity and an increased responsibility. Privileges are used to encourage the child or youth's interest and talents by supporting the child or youth's efforts in pursuing interests; and
3. praise. Praise may be communicated by verbal or non-verbal expression of the child or youth's achievements or good qualities.

##### D. Self-control.

To promote the child or youth's self-control, the CBRC program clearly communicates expectations and provides a structured, safe environment. The



CBRC program's use of planning and preparation prevents confrontation, acting-out, and negative behaviors by:

1. establishing expectations. The child or youth in out-of-home care experiences varied expectations in each placement setting. Since each placement setting is different, the CBRC program must communicate expectations to the child or youth through setting rules, telling the child or youth what to expect, and modeling. Clearly communicated expectations provide structure for the child or youth and a structure for building and maintaining self-control; and
2. modifying the environment. A structured, safe environment allows the child to succeed at identified tasks. The CBRC program structures the environment by removing negative sources of stimulation for the child or youth and establishing routines and consistency in the child or youth's day-to-day schedule.

#### E. Direct intervention

When the child or youth does not have sufficient self-control to ensure acceptable behavior, the CBRC program uses direct intervention and techniques dependent upon the child or youth's developmental needs and anticipated outcomes.

Techniques appropriate for responding to lack of self-control include:

1. rules. Rules are established guidelines that:
  - a. allow the child or youth to know what can and cannot be done;
  - b. help the child or youth know right from wrong;
  - c. communicate to the child or youth how something is done and help prevent problems; or
  - d. provide a way to respond to a problem;
2. logical consequences. Logical consequences require the CBRC program to impose a response to the child or youth's behavior consistent with and connected to the unacceptable behavior exhibited; and
3. natural consequences. Natural consequences occur in response to the child or youth's behavior. This technique is most appropriately used with adolescents and for the child or youth who tends to get in power struggles. Natural consequences are never allowed when a child or youth's safety or well-being is in question.

#### F. Physical discipline

DHS prohibits the use of any form of physical discipline for the child or youth in DHS custody in an out-of-home placement or any act or omission that would emotionally, physically, or psychologically harm the child or youth.

1. DHS and the CBRC program do not authorize school personnel to administer corporal punishment to the child or youth in DHS custody. The CBRC program does not, when requested, authorize corporal punishment by school personnel, but refers school personnel to the CW specialist to establish alternative discipline methods.
2. The developmental needs of the child or youth and the desired outcomes define the discipline techniques used to modify the child or youth's behaviors. Some of the circumstances that may affect the discipline technique used include:
  - a. the behavior the child or youth is exhibiting;
  - b. the CBRC program staff's feelings about the behavior;
  - c. the purpose assigned to the behavior;
  - d. where the behavior occurs; and
  - e. who is present at the time of the behavior.

#### G. Punishment

Unacceptable behavior management methods and techniques promote negative behavior, are punitive, and do not promote self-control. Unacceptable behavior management techniques for the child or youth include, but are not limited to:

1. the use of the hand or any object, such as a board, fly swatter, paddle, belt, switch, electrical cord, hair brush, or wooden spoon, to hit, strike, swat, or physically discipline the child or youth;
2. deprivation of food or sleep;
3. deprivation of family visits;
4. slapping, pinching, shaking, biting, pushing, shoving, thumping, or rough jerking;
5. cursing or other verbal abuse;
6. private or public humiliation or any act that degrades;
7. derogatory remarks about the child or youth, the child or youth's biological family, race, religion, or cultural background;
8. solitary confinement in areas such as closets, cellars, and rooms with locked doors;
9. threatening to move the child or youth from the CBRC program;
10. use of any chemical agent, such as mace, sleeping pills, or alcohol;
11. physical force or threat of physical force;
12. assuming and maintaining an unnatural position that may include holding arms out-stretched from the body, placing the nose against a wall, or forced squatting;
13. tying with a rope, cord, or other object;
14. ordering, allowing, or encouraging physical discipline or hitting by other children, youth or anyone else in the CBRC program;
15. washing the mouth out with soap, eating certain foods that may include peppers, hot sauce, or other food stuff when intended for punishment; and
16. forced physical exertion, such as running laps and push-ups.

## OKLAHOMA DEPARTMENT OF HUMAN SERVICES

### LEVEL D+ GROUP HOME ATTACHMENT C

This contract is made and entered by and between the Oklahoma Department of Human Services, hereinafter referred to as "DHS," and

a corporation hereinafter referred to as "CBRC program," existing under and by virtue of the laws of the State of Oklahoma.

NOW THEREFORE, the parties mutually agree as follows:

#### Article I. Rights of a child in community-based residential care (CBRC)

##### A. Child's rights

1. A child is not subjected to unreasonable silence rules, group punishment for inappropriate individual acts, profanity, verbal abuse, or threats of unnecessary or unauthorized physical force by staff, or "make work"; provided that nothing herein prevents a child from performing routine housekeeping tasks or maintenance work directly related to a vocational program, such as specific skill training. Maintenance work directly related to a vocational program must be part of a child's individualized treatment plan, be performed voluntarily, must monetarily compensate the child at a percentage of the minimum hourly wage that is equal to the amount of work completed as a percentage of the total work that is normally completed by a skilled adult, and the work conditions must comply with applicable laws and regulations.
2. A child has the right to refuse medications and such medications cannot be administered unless a court order is obtained authorizing forcible administration, except in situations that pose a serious threat to the child's life or health. Necessary medication prescribed by a physician may be forcibly administered by staff trained in medication administration and who are familiar with the child's condition.
3. A child:
  - a. is not punished by:
    - (i) physical force;
    - (ii) deprivation of nutritious meals;
    - (iii) deprivation of family visits; or
    - (iv) solitary confinement;
  - b. has the opportunity to participate in physical exercise daily;
  - c. is allowed his or her own clothing or individualized clothing that is clean per Oklahoma Administrative Code (OAC) 340:110-3-154.1;
  - d. has constant access to writing material and may send mail without limitation, censorship, or prior reading;
  - e. may receive mail without prior reading, except that mail may be opened in the presence of the child, without being read, to inspect for contraband or when authorized by the court for the protection of the child;

- f. has access to email, mail, social media, and phone calls with family and friends that are not monitored or restricted unless for the child's protection. Denial of email, mail, social media, phone contact, or visitation with family members occurs only by order of the court when it is determined contact with a specifically identified family member is not in the child's best interest per OAC 340:75-6-30;
    - g. has a right to communicate and to visit with his or her family on a regular basis and to communicate with persons in the community provided the communication or visitation is in the child's best interest;
    - h. has timely access to medical care as needed;
    - i. is provided access to educational programs, including teaching, educational materials, and books;
    - j. has a right to access his or her attorney; and
    - k. has access to grievance and appeal procedures, per OAC 340:2-3-45 through 340:2-3-49.
  4. A child's visitation with family is not contingent upon the child's behavior and family visitation is not denied by the CBRC program.
  5. A child's behavioral health needs are met, protected, and served through the provision of guidance, counseling, and treatment programs staffed by competent, professionally qualified persons.
- B. All CBRC programs must comply with Section 1-7-105 of Title 10A of the Oklahoma Statutes.
1. The use of mechanical restraints and medication for behavior management are prohibited in CBRC programs. The use of physical force, when authorized, is the least force necessary under the circumstances and is permitted only with an approved, evidence-directed behavior support curriculum.
  2. The approved, evidence-directed behavior support curriculum includes:
    - a. graded alternatives using a combination of psychological and physical techniques to ensure safety with emphasis toward:
      - (i) prevention of crisis situations with a focus on healing relationships;
      - (ii) early intervention;
      - (iii) verbal and non-physical de-escalation of the situation;
      - (iv) elimination of physical and emotional abuse to persons with acting out behavior; and
      - (v) the reduction of injury; and
    - b. physical interventions are only utilized when the resident's behavior poses an imminent danger to self or others and when all other methods have been exhausted. Physical contact may only last until the imminent danger has passed or a maximum of five (5) minutes, and is only utilized by the staff who have successfully completed training in its entirety.
  3. CBRC programs providing care and treatment for children in DHS or tribal custody are not locked for the purpose of deprivation of liberty or for disciplinary purposes.