RIDER A – CHILDREN'S INTENSIVE TEMPORARY RESIDENTIAL TREATMENT (ITRT)

SPECIFICATIONS OF WORK TO BE PERFORMED

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[When pertinent]

II. DEFINITIONS

Co-Occurring Capable:
Co-Occurring capable means and agency who adheres to the following principles of a Co-Occurring capable programming:

1. Organized to welcome, identify, engage and serve individuals with co-occurring substance abuse and mental health disorders and to incorporate attention to these issues in all aspects of program content and documentation.

2. Such programs provide services that incorporate understanding of and approaches to substance abuse problems as they relate to and affect the mental health disorder. The principles apply as well to individuals who may have co-occurring Intellectual Disorders and Autism Spectrum Disorders.

Reasonable and Prudent Parenting Standard:
The standard that caregivers shall use when determining whether to allow a child to participate in normal activities that is characterized by careful and sensible parental decisions that maintain the health, safety, and best interest of a child while at the same time encouraging the emotional, and developmental growth of the child

III. INTRODUCTION/OVERVIEW

The purpose of this Agreement is to provide children's intensive temporary residential treatment (ITRT) services provided in facilities licensed as a children's residential program, secure care or with a mental health module under this contract. Providers will comply with the most current MaineCare Benefits Manual (MBM) regarding temporary residential treatment. MaineCare rules are located at: http://www.maine.gov/sos/cec/rules/10/ch101.htm Services will be provided to individuals deemed eligible under the most current MaineCare rule referenced above and prior-authorized via the current prior authorization process designated by the Department.

Continuing stay will be authorized via the most current utilization review process designated by the Department of Health and Human Services ("Department").

In addition to following the most current MaineCare Benefits Manual, the Provider shall follow the most current Program Standards for Children in Residential Treatment, the Rights of Recipients of Mental Health Treatment who are Children in Need of Treatment, the Rules for the Licensing of Behavioral Health Programs, and any provider manual or other guidelines issued

by the Department or its authorized agent. Provider will follow guidelines for Reportable Events and enter such through the Department's designated electronic portal.

IV. DELIVERABLES

1. The Provider shall provide a description of their service provided at each program site, the population served including gender, age range, and presenting issues, treatment modalities, and any areas of specialty addressed by the program. This description of service, once accepted by the Department, will be maintained on file and by the Provider for the purposes of this agreement. Any amendments to the Program Overview must be reviewed and accepted by the Department.

2. The Provider shall comply with the Indian Child Welfare Act (ICWA) and work in good faith with the Department to ensure all legal obligations are met in cases where ICWA applies.

3. As of July 1, 2016, or 30 days following the availability of the DHHS approved online training for Reasonable and Prudent Parenting Standards, the provider will have at least one (1) staff member on-site at all facilities at all times that have been trained to use the Reasonable and Prudent Parenting Standard.

4. The Provider shall ensure that any Subcontractors who provide services to child welfare clients will be trained in and informed of practice guidelines and philosophy with regards to reunification, least restrictive setting, etc.

5. The Provider shall provide all data, documents, case files, and information related to the provision of service to members to the Department upon request and within time frames established by the Department.

6. The Provider shall develop and implement a Continuous Quality Improvement Plan based upon outcome data supplied by the Department and/or its Authorized Agent and shall provide this to the Department upon request.

7. The Provider shall cooperate with the Department and/or its authorized agent in the gathering of data including the linkage of data systems wherever potential opportunities are identified. The Provider shall ensure its staff, responsible for reporting functions are trained in reporting techniques and systems.

8. The Provider shall work cooperatively with other community service providers, including state agencies.

9. After service has commenced, if it is interrupted, the Provider shall resume service with due haste. Unplanned or unexpected discharges shall be reported as a Reportable Event.

   Restraint of service recipients in the face-down or 'prone' position is prohibited.

10. Any major program changes require approval of the Interdepartmental Resource Review Committee for approval.

11. Site Visits:

a. Should a site visit identify deficiencies in compliance with the Program Standards, a Plan of Correction may be requested. The Plan of Correction is a binding document.
b. The Department may add additional performance indicators.

12. The Provider shall not deny services to any person solely on the basis of the individual's having experienced trauma, a known mental illness or a known substance use/abuse disorder or because that individual takes prescribed psychoactive medications or participates in medication assisted treatment of their substance use.

13. The Provider shall determine the primary language of individuals requesting services and ensure that the services are provided either by a bi-lingual clinician or with the assistance of a qualified interpreter when English is not the primary language. If not otherwise funded by MaineCare or some other source, the Provider shall obtain the service at its own expense. The client shall not be charged.

14. Accessibility for the Deaf and Hard of Hearing
    a. The Provider shall be knowledgeable regarding the use of Telecommunications Relay Services (TRS) and telecommunications devices for the deaf (TTY or TDD) and train staff in the use of this service and/or equipment, per DHHS Language Access Requirements for Providers. www.maine.gov/dhhs/language_access.shtml
    b. In keeping with the Americans with Disabilities Act, the Provider shall obtain the services of a qualified sign language interpreter or other adaptive service or device when requested by a consumer or family member, and if not otherwise funded by MaineCare or some other source, shall obtain the service at its own expense. The client shall not be charged. Interpreters must be licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration. The Provider shall document the interpreter's name and license number in the file notes for each interpreted contact.

15. Providers who serve deaf and/or severely hard of hearing consumers shall:

    a. Provide visible or tactile alarms for safety and privacy (e.g., fire alarms, doorbell, door knock light);
    b. Provide or obtain from the Maine Center on Deafness loan program a TTY or fax as appropriate for the consumers' linguistic ability and preference and a similar device for the program office; and
    c. Train staff in use and maintenance of all adaptive equipment in use in the program, including but not limited to: hearing aids, TTY, fax machine, caption controls on TV, and alarms.

16. Providers who serve deaf, hard of hearing, and/or nonverbal consumers for whom sign language has been determined as a viable means of communication shall:

    a. Provide ongoing training in sign language and visual gestural communication to all staff who need to communicate meaningfully with clients, and document staff attendance and performance goals with respect to such training;
    b. Develop clear written communication policies for the agency and each program of the agency, including staff sign/visual gestural proficiency expectations, and when and how to provide qualified sign language interpretation; and

c. Ensure that the staff has a level of proficiency in sign language that that is sufficient to communicate meaningfully with consumers.

17. The Provider also shall use and abide by all policies, procedures and protocols developed by the Department, including without limitation procedures and protocols for tracking and reporting (i) grievances and rights violations, and (ii) Reportable Events as defined by the Department. The Provider shall develop the capacity to electronically transmit identified uniform data elements in accordance with specifications established by the Department.

18. All members receiving services are entitled to any and all other supports, services, benefits, or entitlements that are available to the general public in their communities and authorized under the MBM. If an individual's assessment for needed services identifies a need for such support, service, benefit, or entitlement that the Provider is unable to provide, the Provider shall make a corresponding referral for that service and document the referral. The Provider shall offer any necessary provision or linking to case management functions, if the individual desires.

19. The Provider shall supply all staff training as required by the Department to ensure appropriate provision of services under this Agreement. The Provider's staffing of all service programs contracted herein shall be adequate to meet the needs of clients in the programs. The Provider shall notify the Program Administrator within twenty-four (24) hours as to any staffing changes that cause the Provider to be in non-compliance with this paragraph.

20. Providers shall be integrated in a Trauma Informed System of Care. Providers will promote the Federal Substance Abuse and Mental Health Services Administration's (SAMHSA) System of Care Principles of 1) Family Driven, 2) Youth Guided, and 3) Culturally and Linguistically Competent care. The System of Care Principles are described at: http://www.maine.gov/dhhs/ocfs/cbhs/webinars/index.shtml and https://store.samhsa.gov/sites/default/files/d7/priv/sma14-4884.pdf

21. All providers will be "Trauma Informed" as evidenced by the following:

a. Definition: Is able to define psychological trauma.

b. Trauma and Illness: Understands the development over time of the perception of psychological trauma as a potential cause and/or complicating factor in medical or psychiatric illnesses.

c. Prevalence and Sequelae: Is familiar with current research on the prevalence of psychological (childhood and adult) trauma in the lives of persons with serious mental health and substance abuse problems and is able to list possible sequelae of trauma (e.g. post-traumatic stress disorder (PTSD), depression, generalized anxiety, self-injury, substance abuse, flashbacks, dissociation, eating disorder, re-victimization, physical illness, suicide, aggression toward others).

d. Trauma-Related Dynamics: Has a basic understanding of symptoms, feelings and responses associated with trauma and traumatizing relationships.

e. Trauma-Informed Services: Understands key principles of trauma-informed services; ensuring physical and emotional safety; maximizing consumer choice and control; maintaining clarity of tasks and boundaries; ensuring collaboration in the sharing of power; maximizing empowerment and skill building.

f. Avoidance of re-traumatization: Considers all consumers as potentially having a trauma history, understands how such individuals can be re-traumatized and is able to interact with consumers in ways that avoid re-traumatization.

g. Personal and Professional Boundaries: Is able to maintain personal and professional boundaries in ways that are informed and sensitive to the unique needs of a person with a history of trauma.

h. Unusual or Difficult Behaviors: Understands unusual or difficult behaviors as potential attempts to cope with trauma. Has respect for people's coping attempts and avoids rushing to negative judgments.

22. Current providers will be Co-Occurring Capable and new providers have one calendar year from the date of the start of the contract to achieve this capability.

23. The Provider shall make available to all staff and members a formal statement of commitment to implementing COD-C programs, referring to the principles state herein.

24. The Provider shall utilize the AC-OK Adolescent Screening Tool or other Department approved tool for identifying people who have experienced co-occurring disorders, trauma and mental health issues.

25. The Provider shall participate in Department sponsored Provider meetings at the local, state, and the regional/district level from which funds are contracted, and work cooperatively with the Department in responding to and carrying out the following activities:

a. Tracking requests for services for eligible individuals and, where necessary, facilitating referrals;

b. Monitoring utilization of established standards practice guidelines as specified by the Department;
c. Collaborating work (planning, coordinating, sharing information) with providers of case management, in-home support and treatment, and other child-serving Departments; and

d. Collaboration with other agencies to maximize access to services and to facilitate transition planning from one service to another, one agency to another or from one system to another (e.g. child to adult services).

26. An agency shall not conduct an internal investigation in lieu of reporting an incident and shall not conduct internal reviews ahead of Department investigations without the approval of the Department via the program site's licensing worker or licensing supervisor.

27. The Provider shall permit Department personnel to make unannounced visits.

V. PERFORMANCE MEASURES

I. Required	II. Information Used to	III. Source of Information of

Standards:	Track/Monitor Completion of Column I.:	Column II. (e.g. Name of report, on-site visit, data extraction from particular database, Department-obtained report 3rd party (such as APS), etc.):
A. 90% of youth who have identified caregiver(s), where caregiver contact is not clinically contraindicated or prohibited by court order, will have in-person caregiver contact monthly.	A. A score of 2 (meets Standards) or above on each Outcome Measures scored during site visits.	A. Site Visit Reporting Tool
B. 85% of youth discharged from ITRT do not re-access ITRT within 90 days of discharge from ITRT	B. Discharge and intake data from ASO	B. ASO monthly and Quarterly intake and discharge reports to OCFS
C.	C.	C.

The above objectives and performance measures will be used for the purpose of reviewing the appropriateness, quality and timeliness of services delivered. Findings of such reviews will be shared with the Provider and appropriate recommendations and plan for the Department will be discussed with the appropriate administrative and professional staff of the facility or Provider. The Department in accordance with MBM Ch I, Section I, § 1.19 may sanction providers who fail to meet the objectives and performance measures. Sanctions range from requiring a plan of action to correct deficiencies to termination from the MaineCare program.

VI. REPORTS

A. Required Reports

Name of Report or On-Site Visit:	Description or Appendix #:
1. Site Visit Reporting Tool	**1.** Detailed report from Quality Review Team at OCFS
2. Reportable Events	**2.** Providers must submit electronically all reportable events as noted in the OCFS reportable events protocol.
3. Monthly Data Reporting	**3.** Multiple data points on OCFS template
4. Service site description or amendments	**4.** Population served, gender, age range, presenting issues accepted, treatment modalities, and areas of specialty.
5. Adequate Staffing Non-Compliance notification	**5.** If provider is unable to maintain appropriate staffing for members, they must report this within 24 hours to Children's Behavioral Health Director or designee

B. Reporting Schedule

The Provider shall submit reports in accordance with the specifications of the Department, according to the following schedule:

Name of Report or On-Site Visit:	**Schedule:**
1. Site Visit Reporting Tool	**1.** As scheduled by OCFS
2. Reportable Events	**2.** Level I due within 4 hours and Level II by next business day per OCFS policy.
3. Monthly Data Reporting	**3.** Monthly data reports are to be submitted within the first week of the month following the reporting month.
4. Service site description amendments	**4.** Before beginning of service for new programs and updated as program changes warrant.
5. Adequate Staffing Non-Compliance notification	**5.** If provider is unable to maintain appropriate staffing for members, they must report this within 24 hours to Children's Behavioral Health Director or designee