


OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

SOLICITATION # 5400007516

	State of South Carolina Request for Proposal	Solicitation Number:	5400007516
		Date Issued:	April 22, 2014
		Procurement Officer:	CHRIS MANOS
		Phone:	803-737-4917
		E-Mail Address:	CMANOS@mmo.sc.gov

DESCRIPTION: **MARINE & WILDERNESS CAMPS FOR SCDJJ**

USING GOVERNMENTAL UNIT: **SCDJJ Administration**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: Materials Management Office PO Box 101103 Columbia SC 29211	PHYSICAL ADDRESS: Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **05/22/2014 2:30 P.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/30/2014 5:00 P.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **See Section IV Information for Offerors to Submit on page 32**

CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Not Applicable
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AWARD & AMENDMENTS	Award will be posted on 06/17/2014 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)	
PRINTED NAME (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)	(See "Signing Your Offer" provision.)
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)
<input type="checkbox"/> Other _____ <input type="checkbox"/> Government entity (federal, state, or local)	

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Contact Person _____ Address _____ City/State/Zip _____ Area Code - Number - Extension _____ Facsimile _____ E-mail Address _____

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, part (5).

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I. SCOPE OF SOLICITATION

It is the intent of the State of South Carolina, Materials Management Office (MMO) on behalf of the SC Department of Juvenile Justice (SCDJJ or DJJ) to solicit proposals to provide Community-Based Residential Services to Juvenile Offenders at the following programs: Georgetown Marine Institute, Georgetown County; Piedmont Wilderness Institute, Laurens County; Camp Bennettsville, Dillon County; Camp Sand Hills, Chesterfield County; Camp White Pines, Union County; Camp Aspen, Richland County; and Generations Alternative Program, Greenville County. This is the rebid of existing programs.

The award may be made to one offeror for each location.

INTRODUCTION

The State of South Carolina Department of Juvenile Justice has been charged by the South Carolina General Assembly and the Governor, with providing a variety of community-based programs to “augment regular probation services” and to “serve as alternatives to institutionalization.” In accordance with the Youth Services Act of 1981, specifically Sections 63-19-370 and 63-19-350, Code of Laws of South Carolina, 1976, as amended, Department of Juvenile Justice is authorized to secure these services through contractor(s) who have demonstrated a unique capability and willingness to perform the type of quality of services required.

DEFINITIONS

As used throughout this solicitation for proposal, the following terms will have the meaning set forth below:

- A. The term “Director” means the Director of the Department of Juvenile Justice or his/her official designee.
 - B. The term “Contracting Officer” means the person delegated by the Director of Department of Juvenile Justice to oversee the implementation of this contract.
 - C. The term “Project Monitor” means the individual designated by the Contracting Officer to serve as the liaison with the contractor(s).
The Project Monitor is responsible for:
 - 1. Coordinating the activities of the contractor(s) with other Department of Juvenile Justice funded projects; and
 - 2. Such other specific responsibilities as are stipulated in various clauses of the contract. The Project Monitor is not authorized to make any commitments or otherwise obligate the Department of Juvenile Justice or authorize any changes to the contract, which affects the contract price, terms, or conditions. Any such changes will be referred through the Project Monitor to the Director of Procurement. No such changes will be made without the expressed prior authorization of the Director of Procurement Services.
 - G. The term “Quality Assurance Monitor” means the individual(s) designated by the Director of the Department of Juvenile Justice to ensure that the requirements of the contract are being implemented as required. This includes, but is not limited to State Standards for Residential Services, Education, and Facility Standards. The Quality Assurance Monitors conducts reviews, outlines required corrective action, and follows up to ensure that corrective action is implemented.
 - H. The term “client” means any juvenile who is under the supervision of Department of Juvenile Justice and who has been referred to the contractor(s).
 - I. The term “juvenile” means service recipients in these residential programs.
 - J. The term “slot” means one juvenile enrollment in the contractor’s program.
- The term “Materials Management Office” or “MMO” means the State of South Carolina Office of General Services, Materials Management Office.

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 08/01/2014 End date: 07/31/2019. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by

only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of 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 subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>
[02-2A040-2]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

PROTESTS (JUNE 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

All questions must be submitted in writing and received by Chris Manos no later than **5:00 P.M., April 30, 2014**. **Email is the preferred method for submitting questions with 'Questions: MARINE & WILDERNESS CAMPS FOR SCDJJ' as the subject of the email. Questions should be submitted within the body of the email. Email: cmanos@mmo.sc.gov**

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.* [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<http://scemd.org/index.php/department/response/severe-winter-weather>
[02-2A120-2]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's

marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) -- SPO (JAN 2006)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
 - (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
 - (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.
- [02-2B040-1]

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DISCUSSIONS and NEGOTIATIONS (NOV 2007)

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

MAGNETIC MEDIA – REQUIRED FORMAT (MODIFIED)

Your original offer must be accompanied by one copy in the following electronic format: compact disk (CD) in one of the following formats: CD-R; DVD ROM; DVD-R; or DVD+R. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX are not acceptable and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to your original offer. File format shall be MS Word 97 or later, or Portable Document Format (.pdf) as one document is preferred. Magnetic Media must be readily accessible to copy or print by MMO.

SUBMITTING REDACTED OFFERS (MODIFIED)

You are required to mark your original offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." You must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should: (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format") Except for the redacted information, the CD must be identical to the original offer. Portable Document Format (.pdf) as one document is preferred. Redacted copy must be readily accessible to copy, print or distribute by MMO. You are required to submit a Redacted Copy even if you have no information that is exempt from public disclosure unless the USB drive content is easily noted "Both Magnetic Media and Redacted Copy" or your CD is labeled "Both Magnetic Media and Redacted Copy."

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

In competitive sealed proposals, prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [02-2B110-1]

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov ,

(b) by facsimile at 803-737-0639 , or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

SITE VISIT -- BY APPOINTMENT (JAN 2006)

Appointment for a site visit may be made by contacting: Ms. Nancy Kuhl at 803-896-9353 [02-2B140-1]

Note: Site visits must be completed by April 30, 2014 in order to submit written questions pertaining to the site visit. Anything verbally said during a site visit is not a binding contract term. If you want a definitive answer to a question raised during a site visit, the question must be in writing to the Procurement Officer. (see Section II, Questions from Offerors on page 9).

III. SCOPE OF WORK/SPECIFICATIONS

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

South Carolina Department of Juvenile Justice
1711 Shivers Road
Columbia, SC 29221

[03-3030-1]

SERVICES

The contractor(s) will provide community-based residential services to juvenile offenders at the residential programs. Public and private organizations are eligible to apply. Juveniles served will be on probation, parole or transfer status.

All necessary staffing, programs, and services will be required to serve these juveniles 24 hours a day, seven days a week. Programming will include individualized services as well as educational and vocational services. All facilities must meet requirements for licensure by the South Carolina Department of Social Services. Relicensing is mandatory in accordance with procedures and requirements of the Department of Social Services.

PROGRAM DESCRIPTION

The contractor(s) will provide community-based residential services for juveniles under the supervision of the Department of Juvenile Justice. As services are developed, and on a continuing basis, the program profiles needed to serve these juveniles must be assessed and reassessed to ensure that programs available meet the needs of the current population.

For this reason, it is necessary that the successful contractor(s) be flexible in approach and willing to design or redesign their program based on the needs of the current population. The contractor(s) must address the need for flexibility in programming and work with the Department of Juvenile Justice to address or readdress specific program components and modify population variables when required by SCDJJ.

Group home and educational services will be provided. Family involvement and family based intervention is required and reunification with the family should be achieved at the earliest possible date. Outdoor experiential programming is encouraged; however, it should not be a mandatory program component. Preparation for employment should be a primary focus of the program.

Service components will include all requirements included in the State Standards for Residential Services (*Attachment 1*). Care plan goals will be designed to be attainable within the length of stay designated by the Juvenile Parole Board or the SCDJJ Staffing participants. Recommendations will be provided to the juvenile's Probation Officer for aftercare services.

A. Description of Juveniles to be Served

Georgetown Marine Institute (GMI): GMI will serve male juvenile offenders between 11 to 17 years of age. Programming will meet or exceed all requirements for Group Care Intermediate Services (34 beds).

Piedmont Wilderness Institute (PWI): PWI will serve male juvenile offenders between 14 to 18 years of age. Programming will meet or exceed all requirements for Group Care Intermediate Services (34 beds).

Camp Bennettsville (CB): CB will serve male juvenile offenders between 14 to 21 years of age. Programming will meet or exceed all requirements for Group Care Intermediate Services (40 beds).

The Contractor will maintain licensing for 80 beds, 40 on each side of the property (Camps 1 and 2). The Camp will have use of all buildings on the property and responsibility for all of the property and maintenance for these two 40 bed facilities.

Camp Sand Hills (CSH): CSH will serve male juveniles offenders between 14 to 21 years of age. Programming will meet or exceed all requirements for Group Care Intermediate Services (40 beds). The Contractor will maintain licensing for 48 beds.

Camp White Pine (CWP): CWP will serve male juveniles offenders between 12 to 17 years of age. Programming will meet or exceed all requirements for Group Care Intermediate Services (40 beds).

The Contractor will maintain licensing for 80 beds, 40 on each side of the property (Camps 1 & 2). The Camp will have use of all buildings on the property and responsibility for the property and maintenance for these two 40 bed facilities.

Camp Aspen (CA): CA will serve male juvenile offenders between 12 to 19 years of age. Programming will meet all requirements for Group Care Intermediate Services (36 beds).

Specialized Requirements for Camp Aspen: In order to meet the needs of the juvenile population, the services at Camp Aspen should be directed at meeting the needs of juveniles whose services should focus on rehabilitative efforts in the area of substance abuse services. Staff credentials and service requirements shall be enhanced.

1. Staffing

- a. Staff will include three Human Services Professionals who have obtained a masters degree in the behavioral sciences and experience in the provision of substance abuse services.
- b. These Human Services Professionals will be Certified Addictions Counselors (CAC's) or will be working toward certification.

2. Services

- a. The program components will be defined. The curriculum and services offered will be recognized as best practice models with respect to substance abuse rehabilitation by professionals as identified by the Department of Juvenile Justice.
- b. Programming should take into account the developmental level of adolescents and should include both psycho-educational and cognitive-behavioral group formats.
- c. Programming should include family involvement with an eye toward family and community re-integration.

- d. Juveniles should receive a minimum of three group sessions per week, which are conducted by a Masters Level therapist with no more than 12 juveniles participating in each group session.
- e. Non-clinical staff should receive training in normal adolescent development and basic substance abuse theory in order to play an integrated role in the program.
- f. Utilization of external support groups such as Alateen is encouraged.

3. Aftercare Planning

- a. Aftercare planning will be initiated for each juvenile upon his arrival, and contact will be made with service providers in the juvenile's home county (e.g., The Bridge or local Commission) to ensure continuity of services from the program to the community.
- b. Compliance with aftercare services should be strongly supported and encouraged.

Generations Alternative Program: Generations will serve male juvenile offenders between 12 to 21 years of age. Programming will be designed for sex offenders and will meet all requirements for Group Home Intensive (10 beds) and Group Home Intermediate (16 beds) Services. Specialized Services will be offered for Sexual Offenders. (Exception for Generations: Education is provided on-site by the local school district.)

Applicable to all Programs

The ages of juveniles served in all programs may be modified by SCDJJ based on the needs of their clients. If necessary, requests for the modification of ages on the DSS license may be submitted by the Contractor to DSS. At any given time, the DSS license may have a broader span of approval than the juveniles actually referred by SCDJJ. At all times, programs must not serve children who are older or younger than the ages noted on the DSS license.

Juveniles in all programs on transfer status are not allowed to earn home visits, but can and must be allowed family contact in preparation for reunification. The contractor(s) will have input regarding admissions; however, after case staffings, juveniles must be accepted on a "no-reject" basis. Pertinent documents will be provided for review prior to the acceptance date.

Average length of stay at all programs is based on the juvenile offender's profile. Estimated length of stay will be provided for each juvenile on a staffing form included in the admission's packet.

B. Facilities

The contractor(s) will operate these programs at a site owned or leased by SCDJJ and in facilities owned by SCDJJ. A tour is available on request.

The contractor(s) must develop and implement a maintenance program, which includes the grounds, equipment, and buildings of the facility, and which assures the facility will be maintained in a good state of repair and maintenance. The contractor(s) must also assume liability for all maintenance costs. The contractor(s) must maintain facilities and equipment utilized to provide services in a lawful, humane, safe and sanitary manner.

The contractor(s) will be responsible for any damage to or loss of the same resulting from negligence by the contractor(s). Maintenance and replacement of equipment and supplies is the sole responsibility of the contractor(s).

The contractor(s) will maintain facilities and equipment utilized to provide services under this contract in good operating condition. Generally, equipment and facilities which are in good repair, are reliable, and are efficiently and effectively performing the functions for which intended, are not causing other problems will be considered to be in good operating condition. (e.g., HVAC equipment provides proper heating and cooling; water heater provides hot water; doors and windows open and close properly; etc.) For additional details, please refer to Wilderness Camp Maintenance and Replacement Guide for SCDJJ (*Attachment 2*)

All facilities must be in compliance with all Federal, State and local codes and regulations applicable to the construction of a group home facility to house juvenile offenders. The facility must meet all requirements for licensure by the Department of Social Services. All facilities must meet State and local building and fire codes. The contractor(s) will have a certificate of occupancy from the State Fire Marshal's Office. Facilities utilized for educational purposes must meet the provisions of the State Department of Education.

Contractors, who are under the auspices of the SCDJJ School District, will provide all Information Technology requirements necessary for classroom environment. This would include high speed Internet connection consistent with the bandwidth equal to or greater than that supplied to SCDJJ managed sites. Classrooms and labs should be wired or maintain **secured** wireless capability to deliver Internet services to workstations and other devices. Students should be provided with equipment, software and applications consistent with that provided to students in SCDJJ managed classrooms. Video conferencing equipment will be provided by SCDJJ and such equipment will remain the property of SCDJJ. Contractor must take all normal precautions to protect SCDJJ's equipment. Any damage caused by abuse may be the responsibility of the Contractor. Contractors will provide data circuits capable of establishing satisfactory point-to-point and multi-point connections with the video conferencing equipment at SCDJJ. To insure proper video quality all video conferencing circuits will connect through SCDJJ's MPLS cloud and firewall. Reimbursement for expenses qualified under USAC Schools and Libraries Program (E-Rate) or other government funding sources shall be the responsibility of the vendor. All devices accessible by students must comply with Children's Internet Protection Act (CIPA) regulations. Reimbursement for expenses qualified under USAC Schools and Libraries Program (E-Rate) or other government funding sources shall be the responsibility of the Contractor. Contractors must be on the same web based curriculum as the Agency and may only change with prior approval of the Agency. SCDJJ Office of Information Technology (OIT) personnel will be available to assist contractors with hardware and software requirements to meet Information Technology requirements of this contract.

Generations Bridges is under the auspices of the local school district. Generations will provide high speed Internet connection consistent with the bandwidth equal to or greater than that supplied to SCDJJ managed sites.

Upon termination of the contract, all real property and facilities and all personal property purchased by the contractor(s) in order to provide the services required by this contract will become the property of the State of South Carolina.

C. Programmatic Requirements

Services will be in compliance with all standards outlined in the State Standards for Residential Services. (*Attachment 1*) These programs are not approved as an alternative setting referenced on page 9 of the Standards. Services delivered by the contractor(s) will be related to the individual juvenile's needs.

The contractor(s) will provide documentation regarding the delivery of services to juveniles in conformity with these standards and there will be no reimbursement for services delivered by the program for which the documentation is judged inadequate by the Department of Juvenile Justice, or other duly authorized entity.

The contractor(s) will ensure proper credentialing of human services professional in accordance with State Standards. No reimbursement will be provided by the Department of Juvenile Justice for services rendered by the contractor(s)' staff who fails to meet requirements for credentialing.

The contractor(s) will participate in Quality Assurance activities to ensure that services are delivered in compliance with all standards and guidelines set forth in the current and applicable State Standards for Residential Services.

The following issues are listed for clarification:

1. Reimbursement will occur in the manner outlined in the SCDJJ Contract. Payment will be provided by SCDJJ on a monthly basis.
2. Parental permission forms are not required for juveniles who are placed by court order or transferred by the Department of Juvenile Justice.
3. SCDJJ will provide referral information.

If the State develops new or changed standards for services, the provider must make changes in their program in order to conform to those standards.

The contractor(s) will participate in Quality Assurance Reviews, which will address the following issues:

1. Quantitative and qualitative assessment of service records.
2. Assessment of the contractor's compliance with program standards/guidelines.
3. Assessment of the Quality Assurance activities of the contractor(s).
4. Review of program operation and evaluation of documentation by staff.
5. An exit conference with each contractor(s) upon completion of each audit.

The contractor(s) will complete a corrective action plan within fourteen (14) days of receipt of the audit report. Corrective action plans will be submitted to the Department of Juvenile Justice Community Alternatives Section.

Regardless of level of care, awake supervision will be provided 24 hours a day, 7 days a week. Contractors should be prepared to intensify staffing and supervision during emergencies, which include but is not limited to situations in which a pick up order is being secured or a transport by the SCDJJ police is being arranged.

Educational and vocational services must be provided on site and in compliance with guidelines and requirements outlined by the State Department of Education. (*Attachment 3*). Teachers that are hired should be certified in one of the four core areas which include Math, English, Science, and Social Studies.

When appropriate, juveniles will be given the opportunity to obtain the Graduate Equivalency Diploma (GED) or a high school diploma. Instruction in the academic core courses, basic skills remediation, and GED objectives for juveniles as deemed appropriate according to age and academic objectives will be provided by teachers with appropriate certification from the South Carolina Department of Education.

Appropriately certified teachers will provide Special Education Services for all juveniles identified as disabled by the Individual with Disabilities Education Act (IDEA). Each disabled juvenile will have an up-to-date Individual Education Plan (IEP) and its requirements will be followed. All South Carolina Department of Juvenile Justice Special Education procedures will be followed.

Program objectives will include the following:

1. Reduce recidivism;
2. Increase vocational skills;
3. Increase academic skills;
4. Address those behavioral disorders, emotional problems or acting out behaviors which resulted in placement in the Program;
5. Provide individual, group and family counseling;
6. Prepare program participants for employment;
7. As appropriate, assist the juveniles in finding jobs upon completion of the program;
8. Provide community service;
9. Assist in holding the juvenile accountable through reparation to the victim and/or community harmed.

In support of objective 6, preparation for employment, strategies in support of this objective must be included in the program design. When appropriate, juveniles should be given the opportunity to enroll in college courses either by distance learning or on campus. This will require personnel to support this effort by handling registration, funding, oversight, and transportation if needed.

In an annual report for each fiscal year, the contractor will document accomplishment related to these objectives.

D. Aftercare Program required for Camp Aspen and Generations

The Contractor(s) shall provide three months of aftercare or until the conclusion of probation or parole, whichever occurs first. Aftercare will not be required for juveniles whose length of stay at the camps is less than 30 days. Service will include, but not limited to, the use of telephone communication, “in-person” visits, school and employment site monitoring and intermittent spot checks to confirm compliance with parole.

1. During the first month after returning home, contacts must be accomplished weekly. At least two should be in person and should include relevant family or community members, not just the juvenile. Three in person visits are recommended.
2. During the second month after returning home, three contacts must be accomplished. At least two contacts must be in person.
3. During the third month after returning home, two contacts must be accomplished. At least one contact must be in person.

Documentation of contacts must be provided to the SCDJJ Parole/Probation Officer within three days of the contact. Should the juvenile violate the terms of his parole, the Parole/Probation Officer must be notified immediately or the next working day.

E. Medical and Dental Services

Financial responsibility for the juvenile's medical and dental related injuries and illnesses will be in the following order:

1. Medicaid or parental payment will be accessed whenever possible;
2. As appropriate, claims will be made against the contractor's accident insurance policy;
3. Insurance deductible amounts and all other out-of-pocket medical and dental expenses to an aggregate of \$4,000 per year will be the responsibility of the contractor(s).
4. Department of Juvenile Justice will assume the remaining expenses incurred by its juveniles while juveniles are at the contractor's facility, provided however, that the Agency retains the right to subrogate its expenses against any and all insurance benefits and related coverages and that the injury or illness is not the result of negligence or intentional acts or omissions on the part of the contractor(s) or its representatives;
5. Non-emergency medical and dental treatment will be approved in advance by the Project Monitor or designee;
6. Treatment for all injuries or illnesses presenting a serious threat of life, disability, or disfigurement need not be approved by the Project Monitor, but will be reported to the Project Monitor at the earliest possible time.
7. SCDJJ Health Services will be responsible for medical bills of juveniles on transfer status. Contractors are required to establish agreements with local providers to ensure that these providers will accept payment at Medicaid rates for services provided, and will adhere to applicable State laws and regulations. The contractor will produce and complete these signed agreements, and will mail or fax a copy of each agreement to SCDJJ Health Services. Once received, SCDJJ will sign and return a copy of the agreement to the contractor for their records. See Attachment 4 for mailing address and example agreements.
8. For juveniles assigned to the program on transfer status, insurance deductible amounts and all non-insured, non-elective medical, pharmaceutical and dental expenses resulting from non-elective and necessary medical services provided to juveniles, shall be paid by, and be the responsibility of, SCDJJ. For juveniles on probation or parole status, medical services will continue to be covered by Medicaid. Out of pocket expenses for these juveniles up to an aggregate total of \$4,000 per year will remain the responsibility of the contractor. Expenses in excess of an aggregate total of \$4,000 per year will be the responsibility of SCDJJ. For

juveniles assigned to this program on transfer status, all parties to this contract shall adhere to the following general guidelines, and any subsequent more specific guidelines which follow:

- a. Medical, dental and other treatment services paid by SCDJJ pursuant to this Amendment are limited to emergencies, urgent care and non-elective necessary care. Payment for any other medical care provided to juveniles on transfer status with the contractor, if incurred, shall be the responsibility of the contractor. Emergencies are defined as medical services necessary to maintain a juvenile's life, limb or eyesight. Urgent care is defined as medical services necessary to insure that a juvenile's physical health is not at risk or has not been seriously affected. Non-elective necessary care is defined as essential or highly advisable services needed to maintain a juvenile's health and wellbeing (e.g., tetanus shot).
- b. If time allows, prior to obtaining medical services, the contractor shall contact the legal guardian to determine if insurance coverage is available. If so, the contractor shall obtain the necessary insurance information and inform the provider. If time does not allow prior to the services being rendered, the contractor shall contact the parent or legal guardian as soon as possible after services are initiated, obtain this information and provide it to the provider.
- c. The contractor shall complete a referral form on each procurement verifying the legal status of the child and the results of the contact with the guardian regarding insurance coverage. This referral form will be provided by SCDJJ to the contractor. (See Attachment 4)
- d. The contractor shall submit the referral form and invoice to SCDJJ Health Services for payment by the Health Services directly to the provider. The contractor will provide the referral form and invoice to SCDJJ within 5 days of receipt of the invoice from the provider. SCDJJ will not accept invoices that are over 180 days past the date of the invoice, and the contractor will be responsible for paying the provider for these services.
- e. Should the contractor choose to pay a provider directly (excluding any services provided by a State Agency), or the provider requires the contractor to pay the provider directly, SCDJJ will reimburse the contractor upon the contractor filing with the Department all required documents set forth in paragraph (d) above. The contractor will submit all requests for reimbursement within 30 days from the date of payment by the contractor. SCDJJ will not accept requests for reimbursement dated over 180 days from the date of the payment by the contractor.
- f. *Attachment 4* provides further details on the Medical Billing Process, and sample agreements between contractors and outside healthcare providers.

F. Food Services

All meals served will be in compliance with the 1989 Recommended Daily Allowance for meals as established by the National Academy of Sciences. The contractor(s) will provide 3,250 to 3,500 calories, 4-week cycle menus, which includes an evening snack. The contractor(s) must meet all Federal guidelines for the National Breakfast and Lunch Program.

The contractor(s) will submit the menu for the following month, already approved by a registered dietitian to the Department of Juvenile Justice's Dietary Program Manager for approval no later

than the 15th of each month. Meals served at the facility will always be under the supervision of the contractor(s).

The contractor(s) will provide at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. The contractor(s) should consider this requirement to be an unusual circumstance.

G. Prison Rape Elimination Act (PREA) Standards

The contractual program shall adopt and comply with the federal Prison Rape Elimination Act (PREA) Standards in regards to any juvenile transferred by SCDJJ to the contractual program. The contractual program shall ensure that all its employees and all of the employees of other agencies, entities, or contractors who directly supervise transferred juveniles are oriented and trained on their responsibilities related to PREA prior to allowing those employees to have contact with any transferred juvenile. The contractual program shall immediately report each PREA related incident, complaint allegation, or investigation to SCDJJ. The program will be in accord with all ERMIS reporting requirements. During normal working hours, SCDJJ's Office of Community Alternatives shall be immediately contacted by the Program and report whatever preliminary information about the event is available to them at that time. After normal working hours, or on a Saturday, Sunday, or holiday, SCDJJ's Inspector General's Office shall be immediately contacted via an ERMIS report with the same information contained within.

ADDITIONAL PROVISIONS

A. PERSONNEL

The contractor(s) must maintain an adequate level of professional staff within the program to ensure that programmatic expectations are achieved and that all services are provided in accordance with the applicable State standards and requirements. To facilitate proper coordination and communications, the contractor(s) will notify the Project Monitor whenever managers and lead clinical staff are to be replaced.

The contractor(s) will ensure that all staff, subcontractors or volunteers who come into contact with the juveniles are properly qualified, trained and supervised. Background checks will be conducted on all such individuals to include at a minimum, searches of law enforcement records and the South Carolina Department of Social Services Child Abuse Registry. Contractor(s) will require drug testing of all staff involved in the provision of services. In addition, all Requirements of the State Standards for Residential Services will be met.

The contractor(s) will maintain and make available upon request, appropriate records and documentation of such qualifications and investigations. In the event that the contractor(s) or any of its employees, subcontractors or volunteers are investigated, arrested, or convicted for criminal wrongdoing, the Project Monitor will be notified immediately.

In the event that the contractor(s), employee, subcontractor or volunteer is investigated by any professional licensing board, regulatory board, or by any child protective service agency, the contractor(s) will notify the Project Monitor within one business day of the circumstances surrounding such investigation and of any findings or actions resulting from same.

B. REVIEW

Fiscal and programmatic reviews may be conducted at any reasonable time by Federal, State, and Department of Juvenile Justice personnel, and other persons duly authorized by the Department of Juvenile Justice.

These reviews may include meetings with juveniles, review of fiscal and service records, review of fiscal and service policies, review of procedural issuances, review of staffing ratios and job descriptions, and meetings with the staff involved in the provision of services.

The contractor(s) must cooperate with any such review and will provide to the Department of Juvenile Justice such information and data as may be reasonably requested.

C. HEALTH AND SAFETY STANDARDS

The contractor(s) must meet or exceed all local, state and federal standards and requirements related to the safe and sound operation of a residential facility, including, but not limited to, matters of health, sanitation, staffing, program integrity, and fire safety.

Health and Fire Inspections will be obtained annually. Should deficiencies be noted, corrective action will be made by the contractor(s) as required by the inspecting authority at no additional cost to the State.

D. COORDINATION

The contractor(s) must send to the appropriate Department of Juvenile Justice County Case Manager copies of monthly progress reports relating to the juvenile's status and/or progress. Except in cases of extreme emergency, the contractor(s) must involve the County Case Manager prior to any and all major decisions affecting the child. In emergency situations, the contractor(s) must notify the County Case Manager as soon as possible and in no case later than one workday after the emergency occurs.

Within the Department of Juvenile Justice, the Classification Section authorizes placement of committed juveniles. The contractor(s) will not discharge transferred juveniles to a lower level of supervision without the written approval of the SCDJJ Classification Section.

A daily headcount will be reported to the Project Monitor. Reports will be submitted to the Juvenile Parole Board by the contractor(s) as required and transportation will be provided to parole hearings when needed.

E. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964, AMERICANS WITH DISABILITIES ACT, AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The contractor(s) must comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services issued pursuant to these Acts, to the end that, no person will, on the grounds of race, color, religion, age, sex, handicap or national origin, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the contractor(s) receives payment pursuant to this contract.

F. CONFIDENTIALITY

The contractor(s) will maintain strict confidentiality and privacy of all information, records and communications regarding juveniles of the referring State agency. Except as provided for under applicable State and Federal laws and regulation, contractor(s) will release no information about a juvenile of the referring agency in any form which makes him or her individually identifiable to any person or entity without written order of a Family Court Judge, written permission from the Department of Juvenile Justice (which will only be given absent parental and/or client permission if an exception to the general confidentiality law exist in state law), the juvenile's parent or legal guardian of the juvenile (if 18 years of age or older, and competent).

G. SAFETY PRECAUTIONS

The State assumes no responsibility with regard to accidents, illnesses, or claims arising out of any work undertaken with the assistance of State funds.

The contractor(s) will take necessary steps to insure and protect itself and its personnel. The contractor(s) will comply with all applicable local, state and federal occupational and safety acts, standards, rules and regulations.

H. REQUIREMENTS FOR DRIVERS

The contractor(s) will comply with the following requirements for employees who transport the juveniles:

1. Such employees will possess a current valid driver's license appropriate to the class of vehicle to be operated.
2. The contractor(s) will keep on file and, upon request, will furnish the Department of Juvenile Justice with a copy of the Motor Vehicle Record (MVR) for all such employees.
3. Such employees whose MVR shows involvement in more than two accidents in the last three years in which said employee was at fault, or against whom more than eight current violation points have been assessed, will be unqualified to transport juveniles.
4. Such employees will wear a seat belt while transporting juveniles and will require juveniles who are being transported to wear a seat belt.

I. JUVENILE INJURIES AND ILLNESSES

The contractor(s) will at all times conduct the activities of the program in a reasonable, prudent, and safe manner as to avoid and prevent injuries and illnesses to the juveniles. In the event that a juvenile is injured or becomes ill, the contractor(s) will be responsible for providing immediate emergency first aid care by trained personnel and for further obtaining competent and qualified medical attention as the condition may warrant.

J. CHILD ABUSE

The contractor(s) will comply with the provisions of the South Carolina Protection Act (Sections 63-7-10 and 63-7-1210(A), et. seq. Code of Laws of South Carolina, as amended) and to report all cases of suspected child abuse to the local Department of Social Services.

K. INAPPROPRIATE PHYSICAL CONTACT WITH CLIENTS

The use of physical contact to punish, discipline, or otherwise threaten or coerce a juvenile is strictly prohibited by law and within the terms of this contract. However, when a juvenile presents a clear and present danger to himself/herself or others, physical contact to the minimum extent necessary may be used to control the situation. Additional information may be obtained from the Department of Juvenile Justice Administrative Policy B-3.9 (Employee Ethics and Relations with Others) and Policy I-3.1 (Alleged Abuse and Neglect of a Juvenile).

In accordance with State law and the Agreement between the Department of Juvenile Justice and the Department of Social Services regarding Investigations of Suspected Child Abuse and Neglect, as defined in the Department of Juvenile Justice Policies and Procedures, the contractor(s) must in any instance in which a juvenile alleges to have been abused or neglected, immediately report such allegations to the Office of the Inspector General of the Department of Juvenile Justice by

telephone and follow up with a written report in accordance with reporting procedures as outlined in SCDJJ's Event Reporting Management Information System Policy [ERMIS]. (*Attachment 5*)

A verbal report and copies of the written report will also be submitted to the Project Monitor. Investigations will be conducted by Department of Juvenile Justice, and when appropriate, law enforcement. The Department of Juvenile Justice Program Monitor will be informed in writing of disciplinary action related to the conduct of staff members who are indicated for inappropriate physical contact.

L. RELIGIOUS BELIEFS

The contractor(s) will not make any attempts to recruit or convert the juveniles to a particular religion or set of beliefs. The contractor(s) will not make attendance at religious services mandatory, or otherwise require religious activities as a condition for services. The juveniles will be given every practical opportunity to practice their personal religious beliefs, obtain religious counseling when requested, and attend religious ceremonies and services.

M. DISCLOSURE OF INFORMATION

The use or disclosure by any party of any information concerning the juvenile, in violation of any rule of confidentiality, is prohibited except on written consent of a Family Court Judge or the Department of Juvenile Justice in accordance with Sections 63-19-2020 and 63-19-2010, Code of Laws of South Carolina, 1976, as amended. Contractor(s) must be in compliance with all Health Insurance Portability and Accountability Act requirements.

N. RECORDS

The contractor(s) will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program and in a manner that conforms to Department of Juvenile Justice policy, including records regarding admissions and discharges, determination of eligibility (when applicable), the provision of services and other administrative costs, statistical, fiscal, and other records necessary for reporting accountability under South Carolina and Federal requirements. The contractor(s) will maintain a comprehensive case record on each juvenile.

O. INSPECTION AND AUDIT

The contractor's records will be subject at all reasonable times to inspection and audit by the Contracting Officer, the Department of Juvenile Justice Internal Auditor, South Carolina Auditor's Office, and the South Carolina Comptroller General's Office, or any authorized representatives thereof. A financial fiscal audit of the contractor(s) will be performed annually by an independent accounting firm. A copy of the resultant audit report is to be submitted to the Department of Juvenile Justice no later than one hundred twenty (120) days following the end of a contract period.

P. PRESERVATION OF RECORDS

The right of inspection and audit will continue, and the contractor(s) will retain all financial and programmatic records related to the delivery of services under this contract in accordance with existing Department of Juvenile Justice, State and Federal regulations after the expiration of this contract. Under any circumstances, these records will be retained a minimum of six (6) years.

1. If this contract is completely or partially terminated, the records relating to work terminated will be preserved and made available for a period of six (6) years from the date of any complete or partial termination of the contract.
2. Records which will be retained will include all:
 - a. Financial and programmatic records related to the delivery of services;
 - b. Appeals arising from "Disputes" relating to services delivered pursuant to this contract;
 - c. Litigation relating to the settlement of claims arising out of the performance of this contract;
 - d. Costs and expenses of the contractor(s), as to services for which exception has been taken by the Contracting Officer, will be retained until such appeals, litigation, claims, or exceptions have been disposed of;
 - e. Incomplete and complete audits relating to services delivered pursuant to this contract.

Q. REPORTS

1. The contractor(s) will prepare and submit Monthly Program Monitoring Reports as outlined in *(Attachment 6)* to the Project Monitor. These monitoring reports will provide pertinent information to fully apprise the Department of Juvenile Justice of the contractor's activities during the preceding month which includes, but is not limited to: a) the implementation of services to include education and social services provided for in the contract, b) statistical records which indicate the number of persons served, and c) the nature of services rendered, and any existing or anticipated problems.
2. The contractor(s) will prepare and submit Annual Reports as outlined in the Programmatic Requirements of this request for proposals.
3. A Financial Cost Report detailing the project's annual expenditures will be submitted to the Department of Juvenile Justice Accounts Manager with a copy to the Project Monitor within sixty (60) days after the end of each fiscal year. In the event that the contractor's audited financial statement does not correspond to the state fiscal year, SCDJJ may require the cost report sixty (60) days after the conclusion of the audited financial year for the contractor's company or organization.
4. The contractor shall submit an inventory listing annually to SCDJJ. This report shall be submitted at the end of each state fiscal year.
5. Contractors will be in compliance with the SCDJJ Event Reporting Management Information System [ERMIS]. *(Attachment 5)*.
6. In accordance with the provisions of State law, the contractor(s) will report to the Department of Social Services State Office, any child in the custody of DSS who does not receive a face-to-face visit monthly. A copy must be maintained in the client's file. A reporting form and fax number can be obtained from the Department of Social Services.

R. NOTICE TO THE STATE REGARDING PERFORMANCE REQUIREMENTS

In the event the contractor(s) encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract, the contractor(s) will immediately notify the Contracting Officer thereof in writing, giving pertinent details, including the date by which it expects to meet performance criteria.

The receipt of any notice or information given to the Contracting Officer by the contractor(s) will not be construed as a waiver or forfeiture by the Department of Juvenile Justice of, or in any way restrict or postpone any rights or remedies provided to the Department of Juvenile Justice by law or under this contract.

S. METHOD AND SOURCE OF PAYMENT

Contract payments will be reimbursed to the Contractor(s) based on a monthly contract total. It will be the objective of SCDJJ and the contractor(s) to maximize services and achieve the highest possible utilization. SCDJJ will provide referrals of juvenile participants. Contractors will be encouraged to maintain at least 90% utilization for the contract year. SCDJJ shall serve as the sole billing source for the total unit cost.

All funds paid by SCDJJ shall be expended for the contracted services. Such funds expended in violation of this Contract shall be refunded in full to SCDJJ, or if the Contract is still in force, shall be withheld by SCDJJ from any subsequent request for payment.

T. ALLOWABLE COSTS

The contractor(s) will utilize funds made available under the contract only for necessary items of cost. Allowable costs will be generally defined as those expenses normal and appropriate under South Carolina State Government regulations. These costs are outlined in the State Accounting and Reporting System (STARS) Manual.

It is the contractor's responsibility to monitor expenditures and their appropriateness and to determine the allowability, through inquiry to the Department of Juvenile Justice, of any extraordinary or unusual expense. The Department of Juvenile Justice may review the contractor's financial records to determine the reasonableness of expenditures under the terms of this contract. The contractor(s) will maintain an adequate accounting system and related records.

The Department of Juvenile Justice will claim title and ownership to all buildings and to all equipment and other inventory having a value of more than \$300 or a useful life of more than one (1) year which are purchased by the contractor(s) in order to provide the services required herein. If this contract is terminated or otherwise not renewed, the contractor(s) may propose to purchase, with monies other than those received from the Department of Juvenile Justice, any item for which the Department of Juvenile Justice claims ownership.

The contractor(s) is encouraged to solicit private support for their programs through volunteers, donations, or other services. If the contractor(s) proposes to claim USDA reimbursement directly, this must be clearly outlined as projected revenue in the proposal. For all programs incorporated in the SCDJJ school district, education funding will be claimed by SCDJJ.

Any donations solicited for this program in the name of this program and the Department of Juvenile Justice will become the property of the Department of Juvenile Justice in accordance with the same terms and conditions as property purchased with state funds unless otherwise approved by the Department of Juvenile Justice.

U. GRIEVANCES

The contractor(s) will maintain a system through which juveniles may present grievances and receive a fair hearing concerning the provision of services. The juvenile will have the right to appeal the contractor's decision to the Department of Juvenile Justice.

In the event of an appeal, the contractor(s) will appear, participate, and justify its actions. The contractor(s) will provide written notice of these rights to juveniles, who will acknowledge advisement of these rights and of the program's rules and regulations by signature. Such signing will take place prior to or at the time of the program's official acceptance of the juvenile.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Technical Proposal

Offeror must submit one hardcopy proposal marked "Original", five hardcopies of the original proposal each marked "Copy", one Magnetic Media (see MAGNETIC MEDIA – REQUIRED FORMAT page 13), and one Redacted Offer (see SUBMITTING REDACTED OFFERS page 13).

Price Proposal

Offeror must submit one original hardcopy Price Proposal in a separately sealed envelope marked "Price Proposal" within the proposal package. **Price Proposal must state Offeror's name, Location Offeror is bidding, and MARINE & WILDERNESS CAMPS FOR SCDJJ RFP No. 5400007516.** See Part C, Price Proposal below for additional details.

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

All information must be presented in the listed order:

A. Program Description: Offeror must provide a comprehensive program description incorporating elements in the State Standards and confirming compliance with all the details of this document.

Education Program: Offeror must include their education program and pertinent information regarding their program description for these specific SCDJJ service programs. Also, provide a 4-week cycle menus with your response.

B. Administrative and Financial Capability: A brief description of the history and background of your organization in order to show your experience in providing services to emotionally and/or behaviorally disturbed children.

1. *Financial Assurance*. Provide assurance that the financial system you use will adequately safeguard the public funds you will receive. Enclose a copy of Offeror's Independent Auditor's Report Statement (the cover letter to the audit report) conducted within the last three years. Note: If the Independent Auditor's Report Statement indicates that there are any problems with your accounting system, submit an explanation of the problems and describe what was done (or is being done) to resolve them.
2. *Staff Capability*. The offeror must provide evidence that its staff is capable of providing the needed services. Enclose a copy of the job description and resumes of key staff who will be involved with the proposed program.
3. *History and Background*. The offeror must demonstrate that its history and background are such that it is probable that it will be able to operate this program effectively.

- a. Describe the background of the offeror in providing services to juvenile offenders as related to this program.
 - b. Provide a brief description of all related programs (including the number of clients per year, the total annual program budget and the annual cost per client) which you have administered during the past five years.
4. *Start-up Time.* The offeror must show that the time required to start up this program is reasonable.
- a. A timetable showing start-up activities on a bi-weekly basis must be included.
 - b. If the provider is not able to accept referrals of clients by the date shown in the timetable, the State reserves the right to cancel the contract and issue a new Request for Proposal(s).
5. *Evaluations of Program Effectiveness and Outcomes.* The offeror will provide a summary of evaluations for programs currently operated which are similar to this program.
- C. Price Proposal: The Price Proposal must include a budget to include all Program Costs and a Budget Justification and be submitted and prepared in accordance with *Attachment 7*. The maximum available budget for the program is:

		<u>Purchased Beds</u>	<u>Licensed Beds</u>
Georgetown Marine Institute:	\$ 1,378,550	34 Beds	34
Piedmont Wilderness Institute:	\$ 1,378,550	34 Beds	34
Camp Bennettsville:	\$ 1,546,820	40 Beds	80
Camp Sand Hills:	\$ 1,549,183	40 Beds	48
Camp White Pines:	\$ 1,540,238	40 Beds	80
Camp Aspen:	\$ 1,672,715	36 Beds	36
Generations:	\$ 1,535,834	26 Beds	26

At the option of SCDJJ, SCDJJ may purchase additional beds up to the maximum number of licensed beds.

The cost, for this contract period and renewal years, for the potential purchase of available beds at the discretion of SCDJJ is as follows:

8 Beds at Camp Sandhills- \$309,837

16 beds at Camp White Pines- \$616,095

16 beds at Camp Bennettsville- \$618,728

40 beds at Camp White Pines -\$1, 540,238

40 beds at Camp Bennettsville- \$1,546,820

Note:

1. Should there be requested and approved cost of living adjustment(s) the cost for the purchase of these additional beds would be adjusted accordingly.
2. During peak periods numbers 1 through 3 above may be purchased for a temporary period of time in 30 day increments. The above purchase costs are an annual figure. The cost would be pro-rated in accord with the time period purchased.
3. Regarding the oversight of Camps Bennettsville 2 and White Pines 2, at the sole discretion of DJJ, the upkeep and management of these properties by the Provider may be terminated at any time.

D. Oral Presentation: Offeror will be required to give up to a 30-minute presentation to the evaluation panel members, with the presentation content and structure to be determined by the offeror. The presentation will be followed by about a 20-minute session for questions, answers and discussion with the evaluation panel. Oral Presentation and responses to questions should verify or clarify what is written in the Offeror's proposal. Offeror's representatives who would supervise and be involved with providing services should be key presenters in the presentation. Travel expenses and all other costs incurred to participate in the oral presentation are the responsibility of the Offeror. Procurement Officer will have the option to waive the Oral Presentation requirement.

The State expects oral presentations to be held June 10, 11, and 12, 2014, at the Capitol Center, Materials Management Office, 1201 Main Street Suite 600, Columbia, South Carolina, 29201. The Procurement Manager will contact Offerors to discuss specific details for Oral Presentations soon after opening. [04-4005-1]

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (MODIFIED)

Awards will be made to the highest ranked, responsive and responsible offerors for each location whose offers are determined to be the most advantageous to the State for that location.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

- A. Program Description & Education Program
- B. Administrative and Financial Capability
- C. Price Proposal

NOTE:

- Oral Presentation will not be scored separately but will be used at the discretion of the evaluation panel in the overall scoring of the proposal.
- Price Proposal will be scored by the following MMO Formula:

Low Bid/Low Bid X Points Assigned for Price = Points Awarded for Price
Low Bid/Next Low Bid X Points Assigned for Price = Points Awarded for Price

[06-6065-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.[07-7A004-1]

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

PAYMENT and INTEREST (MAY 2011)

(a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim

arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. [07-7A055-2]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) **Adjustments of Price or Time for Performance.** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) **Claim Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE (MAR 2013)

(a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) **Worker's Compensation:** As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least

as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the

Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts.

This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PRIVACY -- WEB SERVICES (JAN 2006)

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 150 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

See Section IV INFORMATION FOR OFFERORS TO SUBMIT, INFORMATION FOR OFFERORS TO SUBMIT--EVALUATION, second paragraph Price Proposal (page 31) and Item D Price Proposal (page 32).

IX. ATTACHMENTS TO SOLICITATION

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NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT** mark your entire bid/proposal as confidential, trade secret, or protected! **Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

ATTACHMENTS

STATE STANDARDS

FOR

RESIDENTIAL SERVICES

GROUP CARE INTENSIVE SERVICES

DEFINITION AND AUTHORIZATION

Definition: Group Care Intensive Services (GCIS) provides lodging, food, and the attentive and responsible care of children. GCIS are highly structured residential services having intensive staff supervision and programs for children who are experiencing relational or behavioral problems and are not able to function successfully in a less restrictive community environment. The program must be operational 24 hours per day, seven days per week, 365 days per year. **Temporary closings, except in emergency situations, are not allowable.**

The goal of the GCIS is to enable children to overcome their problems to the degree that they may be safely stepped down to a less restrictive environment. Intensive management refers to the level of supervision and intensity of programming required to manage children who present severe behavior management problems. Programming is tailored to the needs of the children served.

Providers shall be responsible for the provision of GCIS services and ensuring that each child's physical, social, emotional, educational/vocational, nutritional, spiritual/cultural and permanency needs are met.

Authorization: These services must be authorized by a designated referring State agency. Services may be recommended for a child who currently meets both of the following criteria for this level of care:

- The child is experiencing serious to severe relational or behavioral problems.
- The child is not able to function successfully in a less restrictive environment.

The designated referring State agency shall supply the group care intensive services provider with a written authorization for placement. Faxed or electronic copies of the authorization for placement are acceptable and should be received within 10 days of placement.

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

Staff Requirements: The Group Care Intensive Services provider shall ensure that all staff meets the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30.

There must be a Human Services Professional (HSP) who is responsible for providing and/or coordinating services for each child's care. This involvement shall include an assessment, development and signing of the care plan, and periodic re-confirmation of the appropriateness of care.

Program components shall be rendered by the HSP or by staff under the supervision of the HSP. The following standards must be met:

- The HSP shall meet the standards as defined under Human Services Professional in the Standards Applicable to All Group Care Providers, Staff Requirements Section.
- The direct care staff must meet all DSS licensing, training and education requirements.
- The staff shall be engaged in child-centered activities during program hours.

Refer to the Standards Applicable to All Group Care Providers, Staff Requirements Section for more specific requirements.

Supervision: Services shall be provided by or directly supervised by the HSP. The HSP has responsibility for evaluating, assessing, and the provision of all essential tasks for children who are receiving care.

The HSP shall be available for supervision and discussion during program hours to ensure that children are receiving care in a safe, efficient manner. Those hours must normally be scheduled at a time the children are expected to be awake and at the program. The HSP must spend a portion of his/her time watching and interacting with each child. These individual sessions will occur at a minimum of two times per week and shall be documented in the child's summary notes.

The HSP shall meet at least weekly with direct care staff either individually or in groups to discuss specific children's cases in order to monitor the child's behavioral, social, emotional, educational, vocational, nutritional, spiritual, cultural and permanency needs. This meeting will be documented in the child's summary notes.

Staff-to-Children Ratios:

HSP Ratio - One HSP is required for each 10 children.

Program Hours - The staff-to-child ratio shall be a minimum of one HSP or direct care staff to five children during program hours. Staff shall be physically available on-site at the program. There must be staff designated as "on-call" that are available for emergencies.

Sleeping hours - All of the following conditions must be met:

- A minimum of two HSP or direct care staff must be present in each cottage/residence. One staff member must be awake at all times. On-call staff must be available for emergencies.
- A minimum ratio of one HSP or direct care staff to seven children must be maintained during sleeping hours in each cottage/residence.

Alternative Settings – For Group Care Intensive Services provided in approved alternative settings during sleeping hours all of the following conditions shall apply:

- There shall be a minimum of two staff physically present in each campsite.
- There shall be one awake staff member who rotates between campsites. This identified staff shall conduct routine, random checks of each campsite throughout the night. The program must maintain documentation to show that such checks were conducted, including the status of the campsite at each check.
- The minimum staff-to-child ratio in each campsite shall be one staff to every seven children.
- "On-call" staff shall be available to respond to emergencies.
- Administrators of these programs shall ensure that safety and environmental issues are adequately addressed.

PROGRAM COMPONENTS

Each Group Care Intensive Service program must have a structure in place that clearly supports the development of desired behaviors, skills, and emotional growth through either a level system or another milieu or approach. Services must be identifiable as structured activities and demonstrated by a posted schedule of activities and services provided within the program. The structured programming and program components reflect behavioral, instructional, teaching elements and support the level of

care provided. Program components shall be rendered by the HSP or by staff under the supervision of the HSP.

The services comprising the program components must be provided to help ensure that the child receives the needed services and supervision necessary for children at this level of care. The frequency of services rendered must be provided in accordance to these guidelines and as listed on the child's individual care plan. The behavior management, life skills and independence, recreation/leisure and general care program components must be provided daily. Documentation in the Progress Summary Notes should reflect the child's participation in and attainment of the skills learned in each program component.

The services must also be consistent with the child's needs and incorporated into the child's individual care plan. The services listed below are components of Group Care Intensive Services:

Intake Assessment and Reassessments: The assessment must reflect an understanding of the child and family's strengths and needs, observation of the child's behavior, and identification of problem areas. Assessments will be used in developing care plans. A reassessment will be completed when there is a substantial change in the child's functioning and/or marked increase in personal distress.

Initial and ongoing care planning: Care plans and service delivery must be individualized to the needs, strengths, and resources of the child and family and reflect the reason(s) for placement. Refer to the Standards Applicable to All Group Care Providers, Individual Care Plan Section for more specific requirements.

Discharge, After-care, Transitional Services, and Permanency Planning: Preparation of the child and family for discharge and aftercare should begin at intake. The referring State agency and the provider shall have continuous and guided interaction with family members, significant others for the purpose of transitioning the child back to the home and community. Permanency planning begins at the admission process and continues through discharge.

Behavior Management: The principles and techniques used by a program to assist a child in facilitating self-control, addressing inappropriate behavior and achieving positive outcomes in a constructive and safe manner. Behavior Management will be provided continuously to the child and be based on the child's individual needs.

Behavior Management should include interventions used to change specific behaviors. This could include providing re-direction of behavior or face-to-face interventions between the program staff and the child. In addition, behavior management can be incorporated into the GCIS structure, offered to groups of children, provided to individual children, or include techniques shared with the families of children being served in the residential program. Behavior Management includes:

- supportive interactions to assist the child in solving identified problems and reinforce learned skills,
- teaching interpersonal conflict resolution, coping skills,
- working with the child and family on identified problems and thus helps strengthen the family unit.

Crisis Intervention: An intensive time-limited service provided by the staff face-to-face with the child following abrupt or substantial changes in the child's functioning and/or marked increase in personal distress. The interventions are often needed to prevent further decompensation or escalation.

Life Skills and Independence: Assisting children and adolescents according to their age, developmental and cognitive abilities to develop healthy life skills to achieve successful independence in the following areas:

1. **Daily Living Skills** which includes skills areas used on a daily basis: nutrition, menu planning, grocery shopping, meal preparation, dining decorum, kitchen clean up and food storage, home management and home safety.
2. **Housing and Community Resources** to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
3. **Money Management** to help youth make sound decisions, both now and in the future. This may include exploring beliefs about money and information about savings, income tax, banking and credit, budgeting and spending plans and consumer skills.
4. **Self-Care** to include skills that promote a youth's physical and emotional development. This may include personal hygiene, health, drugs and tobacco education and information about human sexuality and making safe choices.
5. **Social Development** focusing on relating to others now and in the future. This may include personal development, cultural awareness, communication and relationships education and training.
6. **Work and Study Skills** to address the skills needed to help youth complete their educational programs and pursue careers of interest. This may include career planning, employment, decision making and study skills.

Life skills will be provided continuously to the child.

Recreation and Leisure: Provides for a daily program of indoor and outdoor recreational and leisure activities. In addition to providing activities on site, the provider shall utilize the community's cultural, social, and recreational resources whenever possible and appropriate. Children's strengths, needs and interest should be addressed when developing recreational and leisure activities. Children are not expected to spend a substantial portion of their leisure time watching television or playing video/computer games.

The program must ensure that all activities are age appropriate for the ages of the children being served. The program must maintain and/or provide access to a variety of recreational and leisure equipment and supplies such as games, sporting equipment, reading materials and art supplies.

Recreation and leisure activities must provide opportunities for children to participate in both group and individual events. Recreational and leisure activities must be supervised by provider staff. For children participating in community programs, the provider must ensure sufficient and appropriate supervision for the children in attendance.

Educational and Vocational Services: It is expected that the majority of youth will be enrolled in public school. If the residential program operates its own private school, the residential program must provide an educational program that satisfies the requirements set forth by the South Carolina Department of Education (SCDE). The SCDE must make this determination through monitoring, written reports, on-site visits, and other processes and activities. Children/youth with disabilities placed in or referred to the residential program by a public or state agency and placed in a private school operated by the residential program must receive a free appropriate public education (FAPE) as defined by the Individuals with Disabilities Education Act (IDEA).

For those youth who legally exited high school prior to completing a state-issued diploma, achieved a state-issued high school diploma, or achieved a GED, the program must provide access to academic or vocational classes or opportunities that will prepare them to lead self-sufficient lives. Note that all youth who have not achieved a state-issued high school diploma have a right to return to school through age 21 to continue their education.

For those youth who have not completed high school or who have achieved a high school diploma or GED, the program must provide access to academic or vocational classes/opportunities that will prepare them to lead self-sufficient lives.

Educational Services - Services provided shall include:

- Documentation of the child's academic progress.
- Documentation of each child's attendance, courses and grades at the time of withdrawal from school.
- Placement of the child in an educational program.
- Support of the youth's education by participation in juvenile support team meetings, Individual Education Planning (IEP) meetings, parent/teacher conferences and disciplinary meetings.
- Monitoring of the child's educational progress at least monthly by contact with the local school personnel.
- Notifying and inviting parents/guardians/case workers, as appropriate to attend any school-related conferences.
- Ensuring that any child experiencing difficulty in school is considered for assistance.
- Providing each child structured study time and home work assistance.
- Providing opportunities for participation in school-related extra-curricular activities.

Vocational Services: For youth not required by law to be enrolled in secondary education, planning and services will focus on the development of life skills, basic academic skills, GED preparation, and/or vocational skills. Youth who have graduated from high school or completed the GED, may participate in a work program or engage in other similar educational enriching activities.

Vocational services may include the provision or access to the following:

- Counseling and guidance
- Job search and placement assistance
- Vocational and other training services
- On-the-job or personal assistance services to teach good work habits
- Supportive employment services
- Technical assistance for self-employment
- Transportation, if needed

General Care: In addition to the program components listed within this section and within the licensing regulations, providers must also ensure that the children receiving services within the residential program also receive services daily which focus on the following:

Physical Care: Physical Care includes access to all health services pertaining to the body. Some elements of physical care include: the acquisition of nutritional services to ensure health, physical, and emotional well being along with the medication monitoring, documenting, administering medication by direct care staff trained in medication administration.

Social Care: The provision of an environment in which the child’s relationships with peers, staff, significant other, and community are improved through the use of recreational and leisure activities.

Emotional Care: Emotional care includes a support network that recognizes a variety of emotions that are accompanied by physiological or psychological changes.

DOCUMENTATION

Each child’s record must contain adequate documentation to support the services rendered and billed. Documentation of the services provided to the child, the child’s responsiveness, and the interaction and involvement of the staff with the child should justify and support the services billed. Refer to the Standards Applicable to All Group Care Providers, Records/Documentation Section for more specific requirements.

In order for Group Care Intensive Services to be billed for any calendar day, services must have been rendered directly to the child during the day. The designated referring State agency should not be billed for days in which the child is absent or away for the full day unless the guidelines covering absentee days are met.

The State agencies will continue to acknowledge and reimburse absentee days for out-of-home medical care and transition days as previously outlined in the Absentee Day Policy. Unless otherwise specified by the referring State agency, the number of days shall remain as specified; however, the State agency, upon timely notification to the provider, may elect to shorten the time they will reimburse under each type of leave depending on the child’s needs and circumstances. Referring State agencies require notification of planned absences in advance and notification of emergency absences within 24 hours.

GROUP CARE INTERMEDIATE SERVICES

DEFINITION AND AUTHORIZATION

Definition: Group Care Intermediate Services (GCMS) provides lodging, food, and the attentive and responsible care of children. GCMS are highly structured residential services having intensive staff supervision and programs for children who are experiencing relational or behavioral problems and are not able to function successfully in a less restrictive community environment. The program must be operational 24 hours per day, seven days per week, 365 days per year. **Temporary closings, except in emergency situations, are not allowable.**

The goal of the GCMS is to enable children to overcome their problems to the degree that they may be safely stepped down to a less restrictive environment. Intermediate management refers to the level of supervision and intensity of programming required to manage children who present less intensive problems than those in a group care maximum services program. Programming is tailored to the needs of the children served. In addition to the programming and structure, the children receive 24-hour supervision, during 16 hours of which staff members are awake.

Providers shall be responsible for the provision of GCMS and ensuring that each child’s physical, social, emotional, educational/vocational, nutritional, spiritual/cultural and permanency needs are met.

Authorization: These services must be authorized by a designated referring State agency. Services may be recommended for a child who currently meets both of the following criteria for this level of care:

- The child is experiencing moderate to serious relational or behavioral problems.
- The child is not able to function successfully in a less restrictive environment.

The designated referring State agency shall supply the group care intermediate management services provider with a written authorization for placement. Faxed or electronic copies of the authorization for placement are acceptable and should be received within 10 days of placement.

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

Staff Requirements: The Group Care Intermediate Services provider shall ensure that all staff meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30.

There must be a Human Services Professional (HSP) who is responsible for providing and/or coordinating services for each child's care. This involvement shall include an assessment, development and signing of the care plan, and periodic re-confirmation of the appropriateness of care.

Program components shall be rendered by the HSP or by staff under the supervision of the HSP. The following standards must be met:

- The HSP shall meet the standards as defined under Human Services Professional in the Standards Applicable to All Group Care Providers, Staff Requirements Section.
- The direct care staff must meet all DSS licensing, training and education requirements.
- The staff shall be engaged in child-centered activities during program hours.

Refer to the Standards Applicable to All Group Care Providers, Staff Requirements Section for more specific requirements.

Supervision: Services shall be provided by or directly supervised by the HSP. The HSP has responsibility for evaluating, assessing, and the provision of all essential tasks for children who are receiving care.

The HSP shall be available for supervision and discussion during program hours to ensure that children are receiving care in a safe, efficient manner. Those hours must normally be scheduled at a time the children are expected to be awake and at the program. The HSP must spend a portion of his/her time watching and interacting with each child. These individual sessions will occur at a minimum of once per week and shall be documented in the child's summary notes.

The HSP shall meet at least weekly with direct care staff either individually or in groups to discuss specific children's cases in order to monitor the child's behavioral, social, emotional, educational, vocational, nutritional, spiritual, cultural and permanency needs. This meeting will be documented in the child's summary notes.

Staff-to-Children Ratios:

HSP Ratio - One HSP is required for each 16 children.

Program Hours - The staff-to-child ratio shall be a minimum of one HSP or direct care staff to eight children during program hours. Staff shall be physically available on-site at the program. There must be staff designated as “on-call” that are available for emergencies.

Sleeping hours - All of the following conditions must be met:

- A minimum of two HSP or direct care staff must be present in each cottage/residence. State agencies prefer an awake staff. On-call staff must be available for emergencies.
- A minimum ratio of one HSP or direct care staff to ten children must be maintained during sleeping hours in each cottage/residence.

Alternative Settings – For Group Care Intermediate Services provided in an approved alternative setting, during sleeping hours, all of the following conditions shall apply:

- There shall be a minimum of one staff physically present in each campsite.
- There shall be one awake staff member who rotates between campsites. This identified staff shall conduct routine, random checks of each campsite throughout the night. The program must maintain documentation to show that such checks were conducted, including the status of the campsite at each check.
- The minimum staff-to-child ratio in each campsite shall be one staff to every ten children.
- “On-call” staff shall be available to respond to emergencies.
- Administrators of these programs shall ensure that safety and environmental issues are adequately addressed.

PROGRAM COMPONENTS

Each Group Care Intermediate Services program must have a structure in place that clearly supports the development of desired behaviors, skills, and emotional growth through either a level system or another milieu or approach. . Services must be identifiable as structured activities and demonstrated by a posted schedule of activities and services provided within the program. The structured programming and program components reflect behavioral, instructional, teaching elements and support the level of care provided Program components shall be rendered by the HSP or by staff under the supervision of the HSP.

The services comprising the program components must be provided to help ensure that the child receives the needed services and supervision necessary for children at this level of care. The frequency of services rendered must be provided in accordance to these guidelines and as listed on the child’s individual care plan. The behavior management, life skills and independence, recreation/leisure and general care program components must be provided daily. Documentation in the Progress Summary Notes should reflect the child’s participation in and attainment of the skills learned in each program component.

The services must also be consistent with the child’s needs and incorporated into the child’s individual care plan. The services listed below are components of Group Care Intermediate Services:

Intake Assessment and Reassessments: The assessment must reflect and understanding of the child and family’s strengths and needs, observation of the child’s behavior, and identification of problem areas. Assessments will be used in developing care plans. A reassessment will be completed when there is a substantial change in the child’s functioning and/or marked increase in personal distress.

Initial and ongoing care planning: Care plans and service delivery must be individualized to the needs, strengths, and resources of the child and family and reflect the reason(s) for placement. Refer to the Standards Applicable to All Group Care Providers, Individual Care Plan Section for more specific requirements.

Discharge, After-care, Transitional Services, and Permanency Planning: Preparation of the child and family for discharge and aftercare should begin at intake. The referring State agency and the provider shall have continuous and guided interaction with family members, significant others for the purpose of transitioning the child back to the home and community. Permanency planning begins at the admission process and continues through discharge.

Behavior Management: The principles and techniques used by a program to assist a child in facilitating self-control, addressing inappropriate behavior and achieving positive outcomes in a constructive and safe manner. Behavior Management will be provided continuously to the child and be based on the child's individual needs.

Behavior Management should include interventions used to change specific behaviors. This could include providing re-direction of behavior or face-to-face interventions between the program staff and the child. In addition, behavior management can be incorporated into the GCMS structure, offered to groups of children, provided to individual children, or include techniques shared with the families of children being served in the residential program. Behavior Management includes:

- supportive interactions to assist the child in solving identified problems and reinforce learned skills,
- teaching interpersonal conflict resolution, coping skills,
- working with the child and family on identified problems and thus helps strengthen the family unit.

Crisis Intervention: An intensive time-limited service provided by the staff face-to-face with the child following abrupt or substantial changes in the child's functioning and/or marked increase in personal distress. The interventions are often needed to prevent further decompensation or escalation.

Life Skills and Independence: Assisting children and adolescents according to their age, developmental and cognitive abilities to develop healthy life skills to achieve successful independence in the following areas:

1. Daily Living Skills which includes skills areas used on a daily basis: nutrition, menu planning, grocery shopping, meal preparation, dining decorum, kitchen clean up and food storage, home management and home safety.
2. Housing and Community Resources to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
3. Money Management to help youth make sound decisions, both now and in the future. This may include exploring beliefs about money and information about savings, income tax, banking and credit, budgeting and spending plans and consumer skills.
4. Self-Care to include skills that promote a child's physical and emotional development. This may include personal hygiene, health, drugs and tobacco education and information about human sexuality and making safe choices.
5. Social Development focusing on relating to others now and in the future. This may include personal development, cultural awareness, communication and relationships education and training.

6. Work and Study Skills to address the skills needed to help children complete their educational programs and pursue careers of interest. This may include career planning, employment, decision making and study skills.

Life skills will be provided continuously to the child.

Recreation and Leisure: Provides for a daily program of indoor and outdoor recreational and leisure activities. In addition to providing activities on site, the provider shall utilize the community's cultural, social, and recreational resources whenever possible and appropriate. Children's strengths, needs and interest should be addressed when developing recreational and leisure activities. Children are not expected to spend a substantial portion of their leisure time watching television or playing video/computer games.

The program must ensure that all activities are age appropriate for the ages of the children being served. The program must maintain and/or provide access to a variety of recreational and leisure equipment and supplies such as games, sporting equipment, reading materials and art supplies.

Recreation and leisure activities must provide opportunities for children to participate in both group and individual events. Recreational and leisure activities must be supervised by provider staff. For children participating in community programs, the provider must ensure sufficient and appropriate supervision for the children in attendance.

Educational and Vocational Services: It is expected that the majority of youth will be enrolled in public school. If the residential program operates its own private school, the residential program must provide an educational program that satisfies the requirements set forth by the South Carolina Department of Education (SCDE). The SCDE must make this determination through monitoring, written reports, on-site visits, and other processes and activities.

Children/youth with disabilities placed in or referred to the residential program by a public or state agency and placed in a private school operated by the residential program must receive a free appropriate public education (FAPE) as defined by the Individuals with Disabilities Education Act (IDEA).

For those youth who legally exited high school prior to completing a state-issued diploma, achieved a state-issued high school diploma, or achieved a GED, the program must provide access to academic or vocational classes or opportunities that will prepare them to lead self-sufficient lives. Note that all youth who have not achieved a state-issued high school diploma have a right to return to school through age 21 to continue their education.

For those youth who have not completed high school or who have achieved a high school diploma or GED, the program must provide access to academic or vocational classes/opportunities that will prepare them to lead self-sufficient lives.

Educational Services - Services provided shall include:

- Documentation of the child's academic progress.
- Documentation of each child's attendance, courses and grades at the time of withdrawal from school.
- Placement of the child in an educational program.
- Support of the youth's education by participation in juvenile support team meetings, Individual Education Planning meetings, parent/teacher conferences and disciplinary meetings.

- Monitoring of the child's educational progress at least monthly by contact with the local school personnel.
- Notifying and inviting parents/guardians/case workers, as appropriate to attend any school-related conferences.
- Ensuring that any child experiencing difficulty in school is considered for assistance.
- Providing each child structured study time and home work assistance.
- Providing opportunities for participation in school-related extra-curricular activities.

Vocational Services: For youth not required by law to be enrolled in secondary education, planning and services will focus on the development of life skills, basic academic skills, GED preparation, and/or vocational skills. Youth who have graduated from high school or completed the GED, may participate in a work program or engage in other similar educational enriching activities.

Vocational services may include the provision or access to the following:

- Counseling and guidance
- Job search and placement assistance
- Vocational and other training services
- On-the-job or personal assistance services to teach good work habits
- Supportive employment services
- Technical assistance for self-employment
- Transportation, if needed.

General Care: In addition to the program components listed within this section and within the licensing regulations, providers must also ensure that the children receiving services within the residential program also receive services daily which focus on the following:

Physical Care: Physical Care includes access to all health services pertaining to the body. Some elements of physical care include: the acquisition of nutritional services to ensure health, physical, and emotional well being along with the medication monitoring, documenting, administering medication by direct care staff trained in medication administration.

Social Care: The provision of an environment in which the child's relationships with peers, staff, significant other, and community are improved through the use of recreational and leisure activities.

Emotional Care: Emotional care includes a support network that recognizes a variety of emotions that are accompanied by physiological or psychological changes.

DOCUMENTATION

Each child's record must contain adequate documentation to support the services rendered and billed. Documentation of the services provided to the child, the child's responsiveness, and the interaction and involvement of the staff with the child should justify and support the services billed. Refer to the Standards Applicable to All Group Care Providers, Records/Documentation Section for more specific requirements.

In order for Group Care Intermediate Services to be billed for any calendar day, services must have been rendered directly to the child during the day. The designated referring State agency should not be billed for days in which the child is absent or away for the full day unless the guidelines covering absentee days are met. The State agencies will continue to acknowledge and reimburse absentee days for out-of-home medical care and transition days as previously outlined in the Absentee Day Policy.

Unless otherwise specified by the referring State agency, the number of days shall remain as specified; however, the State agency, upon timely notification to the provider, may elect to shorten the time they will reimburse under each type of leave depending on the child's needs and circumstances. Referring State agencies require notification of planned absences in advance and notification of emergency absences within 24 hours.

GROUP CARE INDEPENDENT LIVING SERVICES

DEFINITION AND AUTHORIZATION

Definition: Group Care Independent Living Services (GCILS) involves a range of services provided to youth ages 16 to 21 in a residential setting. Services are designed to improve the quality of life for youths by assisting them to assume responsibility over their lives and to function as actively and independently in the community as possible. GCILS is designed to both strengthen the youth's skills and develop environmental supports necessary to enable them to function independently in the community. **Temporary closings, except in emergency situations, are not allowable.**

GCILS is appropriate for those youths who have demonstrated developmental and emotional readiness based on positive behaviors, personal skills and strengths, ability to develop independence, and for those youths requiring a continuing level of oversight/supervision while learning and developing independent living skills. Services are intended to enable the youth to transition to an independent living environment while encouraging the youth to maintain community tenure, obtain all necessary treatment services, access services from a variety of community programs, and improve the capacity for independent living. Services are provided in the context of a supportive, non-institutional environment in the community and should be offered in a manner that maximizes the youth's responsibility, control, and feelings of self worth, and encourages independence.

GCILS programs are available to youth ages 16 to 21 who need independent living skills provided in a structured environment. These youths may be aging out of a more restrictive placement, be in need of transitional services, or be returning to DSS care after having left the system of care at the age of majority.

The goals of GCILS are to:

1. Reduce problem areas that prevent successful independent living
2. Develop and implement an independent living plan that will identify the skills necessary to function independently and be self-sufficient
3. Develop or increase skills in stress management, decision making, problem solving, and coping
4. Develop or increase basic life skills that contribute to successful independent living
5. Reduce barriers that impede the youth's ability to function independently within the community or independently with non-residential supports by creating realistic opportunities for the youth to a practice/apply the skills listed in 3 and 4
6. Develop a protected living environment for the youth requiring long-term protected care, which promotes development of his/her maximum possible independent living skills and abilities while providing the appropriate oversight and monitoring necessary for the youth to succeed.

Services are provided in a designated cottage on a residential group home campus or a separate group care facility in conjunction with 24-hour monitoring by staff. Staff must be available to youth 24 hours per day, seven days per week.

Authorization: These services must be authorized by a designated referring State agency. Services may be recommended for an adolescent who currently meets all of the following criteria for this level of care:

- The youth has relational or behavioral problems that prevent or impede him/her from functioning independently in the community.
- The youth requires GCILS in order to be able to function independently at age of majority.
- The youth requires community services/assistance from agencies in order to maximize his/her level of independence in adult living.

The designated referring State agency shall supply the group care independent living services provider with a written authorization for placement. Faxed or electronic copies of the authorization for placement are acceptable and should be received within 10 days of placement.

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

Staff Requirements: The Group Care Independent Living Services provider shall ensure that all staff meets the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30.

There must be a Human Services Professional (HSP) who is responsible for providing and/or supervising services for each youth's care. This involvement shall include: assessing the youth's current strengths, problem areas, and needed independent living skills; developing and signing an independent living plan; coordinating and integrating services; providing and/or supervising service delivery; consultation with appropriate outside entities; and periodic reconfirmation of the appropriateness of care.

GCILS shall be rendered by or under the supervision of an HSP. The following standards must be met:

- The HSP shall meet the standards as defined under Human Services Professional in the Standards Applicable to All Group Care Providers, Staff Requirements Section.
- The direct care staff must meet all DSS licensing, training and education requirements.

Refer to the Standards Applicable to All Group Care Providers, Staff Requirements Section for more specific requirements

In provision of GCILS, regular contact and face-to-face meetings must occur with the youth in order to facilitate the development of independent living skills. The amount of contact the HSP has with the youth should be based on the youth's assessed problems and needs. The HSP or direct care staff under direct supervision of the HSP must have daily face-to-face contact with the youth as well as provide 24-hour monitoring, seven days per week.

Supervision: Services shall be provided by or under the supervision of the HSP. The HSP has responsibility for supervising the performance of the direct care staff, assessing the youth's progress in accomplishing/reaching independent living goals, and supervising the quality and programming of services rendered. The HSP shall be responsible for formulating appropriate discharge plans to ensure the youth's successful and timely discharge to independent living.

The HSP shall be available for supervision and consultation. Regular contact and face-to-face meetings must occur with the youth in order to facilitate the development of independent living skills. GCILS

shall ensure appropriate involvement of an HSP in each youth's care. The HSP's work hours must normally be scheduled at a time the adolescents are expected to be awake, and the HSP must spend a portion of his/her time observing and interacting with them. Consultation services can be used by the HSP to communicate progress made toward independent living and the youth's readiness for transitional/ discharge planning.

The HSP shall meet at a minimum every two weeks with direct care staff to discuss and monitor the youth's needs and progress. This meeting will consist of an overview of the independent living services provided to each youth, the achievement of goals, identification of new problems/needs, and any necessary changes or modifications to the youth's Independent Living Plan. This meeting will be documented in the youth's weekly summary notes.

Staff-to-Youth Ratios:

HSP Ratio- One HSP is required for each 16 youths.

Program Hours – During program hours, one HSP or direct care staff must be available for every eight youths. "Available" means identified staff must be at the group care facility, on the program grounds, or off the program grounds but able to respond to the youth within ten minutes or less. Every youth must know how to and be able to contact available staff at all times. Although 24 hour supervision is not required, the GCILS program should individualize supervision through a level system or individual care plan.

Sleeping Hours – At night, one HSP or direct care staff must be available for every ten youths. "Available" means identified staff must be at the group care facility, on the program grounds, or off the grounds but able to respond to the youth within ten minutes or less. State agencies prefer an awake staff. If a staff member is not physically in the group care facility, a staff member must conduct random nightly checks.

The program must maintain documentation to show that such checks were conducted. On-call staff must be available for emergencies.

INDEPENDENT LIVING ASSESSMENT

After admission of the youth into a GCILS program, the HSP must complete an Independent Living Assessment (ILA) within 30 days. The ILA must be completed before the Independent Living Plan is developed, and it must include the name and birth date of the youth.

The ILA, must be written, signed and dated by the HSP. The youth must be given the opportunity and encouragement to participate in the assessment process unless there are documented reasons why his/her participation is not possible. If the youth does not participate in the ILA process, an explanation must be included in the youth's record.

The ILA must include an assessment by the HSP defining the youth's need for independent living services to include whether or not he/she feels the youth displays adequate self-control, ability, and judgment skills in most situations. Specific elements of this assessment must include the following:

- An assessment of the adolescent's developmental readiness and stage of independence, not his/her chronological age.
- A description of the youth's strengths and needs, including issues that may impede the youth's ability to live and function independently.

- A description of the youth's cognitive abilities and his/her emotional and psychological stability.
- A list of the youth's strengths and needs in relation to educational and vocational areas to include a description of the youth's academic performance to include grade level, diploma or certificate track, and whether served by Special Education or Regular Education.
- A description of the youth's work habits and performance to include any voluntary and/or paid employment; and an indication of whether he/she has been referred to or has been served by vocational rehabilitation.
- A list of both the independent living skills the youth has and those that need to be developed (including but not limited to money management, parenting skills, coping skills, dealing with authority figures, and personal hygiene, etc.).
- A description of the youth's previous placement history to include dates of placement and reasons for discharge.
- A description of the youth's communication skills to include telephone, written and verbal.
- A description of the youth's involvement with his/her family to include the effect this had on the youth.
- A description of the youth's commitment to learning independent living skills and his/her participation in their future planning.

Ongoing assessments of the youth's problems/needs should be conducted by the HSP as needed and involve the youth.

PROGRAM COMPONENTS

Group Care Independent Living Services shall be provided for each youth based on his/her assessed needs. The structured programming and program components reflect behavioral, instructional, teaching elements and support the level of care provided. Program components shall be rendered by the HSP or by staff under the supervision of the HSP.

The purpose of GCILS is to strengthen the youth's skills and develop environmental supports necessary to enable him/her to function independently within the community. The GCILS program must include and be able to provide all components in the service content array.

The HSP shall render the appropriate components within the array of services to the youth depending on his/her assessed needs. The provision of only one component continually to a youth does not constitute the full array of GCILS.

The program shall use a structured system that illustrates how the youth progress through the program and acquire skills needed for independent living. The GCILS services must also be consistent with the youth's needs and incorporated into the youth's Individual Living Plan.

The services comprising the program components must be provided to help ensure that the youth receives the needed services and supervision necessary for youth at this level of care. The frequency of services rendered must be provided in accordance to these guidelines and as listed on the child's individual care plan. The behavior management, life skills and independence, recreation/leisure and general care program components must be provided daily. Documentation in the Progress Summary Notes should reflect the child's participation in and attainment of the skills learned in each program component.

The services listed below are components of Group Care Independent Living Services:

Independent Living Assessment and Reassessments: The Independent Living Assessment must be completed for each youth admitted to a GCILS program. Assessments will be used in developing care plans. A reassessment will be completed when there is a substantial change in the youth's functioning and/or marked increase in personal distress. Refer to the Group Care Independent Living Services, Independent Living Assessment Section for more specific requirements.

Initial and ongoing Independent Living Plans: The Independent Living Plan (ILP) must be based on the ILA. Refer to the Standards Applicable to All Group Care Providers, Individual Care Plan and Individual Living Plan Section for more specific requirements.

Discharge, After-care, Transitional Services, and Permanency Planning: Preparation of the youth for discharge and aftercare should begin at intake. The referring State agency and the provider shall have continuous and guided interaction for the purpose of transitioning the youth to living independently. Permanency planning begins at the admission process and continues through discharge.

Life Skills and Independence: assisting the youth according to their age, developmental and cognitive abilities to develop healthy life skills to achieve successful independence. Life skills services for youth 16 and older are aimed at enhancing the youth's ability to develop and demonstrate skills necessary to live independently. These services should focus on reducing emotional and behavioral barriers to skill development in activities of daily living. Services must be offered daily and address the following areas:

1. Daily Living Skills which includes skills areas used on a daily basis: nutrition, menu planning, grocery shopping, meal preparation, dining decorum, kitchen clean up and food storage, home management and home safety.
2. Housing and Community Resources to assist youth's in making a positive transition into the community. May include locating, financing and maintaining decent, safe, and affordable housing. The use of community resources such as transportation, social services, and medical services should also be addressed.
3. Money Management to help the youth make sound decisions, both now and in the future. May include exploring beliefs about money and information about savings, income tax, banking and credit, budgeting and spending plans and consumer skills.
4. Self-Care to include skills that promote a youth's physical and emotional development. Self care services may include personal hygiene and grooming, health, drugs and tobacco education and information about human sexuality and making safe choices.
5. Social Development which focuses on relating to others now and in the future. This may also include personal development, cultural awareness communication and relationships education and training.
6. Work and Study Skills to help the youth complete their educational programs and pursue careers of interest. Work and study skills should also include career planning, employment, decision making, study skills, and developing skills necessary to secure gainful employment and/or self-sufficiency.
7. Abstract Skills which includes helping the youth to learn stress management skills, how to deal with authority figures, personal decision-making, problem-solving skills and understanding and coping with a variety of emotions.

These services are aimed at providing the support and assistance needed for the youth to acquire skills necessary to live independently. The GHILS provider should also be available to help: link the

adolescent to vocational skills programs, transporting him/her to a job in the community or assisting with the financial aid process so the adolescent can pursue educational goals.

The GHILS should also access community services/resources as needed.

Recreation and Leisure: Provides for a daily program of indoor and outdoor recreational and leisure activities. In addition to providing activities on site, the provider shall utilize the community's cultural, social, and recreational resources whenever possible and appropriate. Adolescent's strengths, needs and interest should be addressed when developing recreational and leisure activities. Youths are not expected to spend a substantial portion of their leisure time watching television or playing video/computer games.

The program must ensure that all activities are age appropriate for the ages of the youths being served. The program must maintain and/or provide access to a variety of recreational and leisure equipment and supplies such as games, sporting equipment, reading materials and art supplies.

Recreation and leisure activities must provide opportunities for youths to participate in both group and individual events. Youths participating in community programs, the provider must ensure sufficient and appropriate supervision for the youths in attendance.

Educational and Vocational Services: It is expected that the majority of youth will be enrolled in public school. If the residential program operates its own private school, the residential program must provide an educational program that satisfies the requirements set forth by the South Carolina Department of Education (SCDE). The SCDE must make this determination through monitoring, written reports, on-site visits, and other processes and activities. Children/youth with disabilities placed in or referred to the residential program by a public or state agency and placed in a private school operated by the residential program must receive a free appropriate public education (FAPE) as defined by the Individuals with Disabilities Education Act (IDEA).

For those youth who legally exited high school prior to completing a state-issued diploma, achieved a state-issued high school diploma, or achieved a GED, the program must provide access to academic or vocational classes or opportunities that will prepare them to lead self-sufficient lives. Note that all youth who have not achieved a state-issued high school diploma have a right to return to school through age 21 to continue their education.

For those youth who have not completed high school or who have achieved a high school diploma or GED, the program must provide access to academic or vocational classes/opportunities that will prepare them to lead self-sufficient lives.

Educational Services - Services provided shall include:

- Documentation of the child's academic progress.
- Documentation of each child's attendance, courses and grades at the time of withdrawal from school.
- Placement of the child in an educational program.
- Support of the youth's education by participation in juvenile support team meetings, Individual Education Planning (IEP) meetings, parent/teacher conferences and disciplinary meetings.
- Monitoring of the child's educational progress at least monthly by contact with the local school personnel.

- Notifying and inviting parents/guardians/case workers, as appropriate to attend any school-related conferences.
- Ensuring that any child experiencing difficulty in school is considered for assistance.
- Providing each child structured study time and home work assistance.
- Providing opportunities for participation in school-related extra-curricular activities.

Vocational Services: For youths not required by law to be enrolled in secondary education, planning and services will focus on the development of life skills, basic academic skills, GED preparation, and/or vocational skills. Youth's who have graduated from high school or completed the GED, may participate in a work program or engage in other similar educational enriching activities.

Vocational services shall include the provision or access to the following:

- Counseling and guidance
- Job search and placement assistance
- Vocational and other training services
- On-the-job or personal assistance services to teach good work habits
- Supportive employment services
- Technical assistance for self-employment
- Transportation, if needed.

Behavior Management: The principles and techniques used by a program to assist the youth in facilitating self-control, addressing inappropriate behavior and achieving positive outcomes in a constructive and safe manner. Behavior Management will be provided continuously to the youth and be based on the youth's individual needs.

Behavior Management should include interventions used to change specific behaviors. This could include providing re-direction of behavior or face-to-face interventions between the program staff and the youth. In addition, behavior management can be incorporated into the GCILS structure, offered to groups of youth, provided to individual youths, or include techniques shared with the families of youth being served in the residential program.

Behavior Management includes:

- supportive interactions to assist the youth in solving identified problems and reinforce learned skills,
- teaching interpersonal conflict resolution, coping skills,
- working with the youth and family on identified problems and helps strengthen the family unit.

General Care: In addition to the program components listed within this section and within the licensing regulations, providers must also ensure that the youth receiving services within the residential program also receive services which focus on the following:

Physical Care: Physical Care includes access to all health services pertaining to the body. Some elements of physical care include: the acquisition of nutritional services to ensure health, physical, and emotional well being along with the medication monitoring, documenting, administering medication by direct care staff trained in medication administration.

Social Care: The provision of an environment in which the youth’s relationships with peers, staff, significant other, and community are improved through the use of recreational and leisure activities.

Emotional Care: Emotional care includes a support network that recognizes a variety of emotions that are accompanied by physiological or psychological changes.

DOCUMENTATION

Each youth’s record must contain adequate documentation to support the services rendered and billed. Documentation of the services provided to the youth, the youth’s responsiveness, and the interaction and involvement of the staff with the youth should justify and support the services billed. Refer to the Standards Applicable to All Group Care Providers, Records/Documentation Section for more specific requirements.

In order for Group Care Independent Living Services to be billed for any calendar day, services must have been rendered directly to the youth during the day. The designated referring State agency should not be billed for days in which the youth is absent or away for the full day unless the guidelines covering absentee days are met. The State agencies will continue to acknowledge and reimburse absentee days for out-of-home medical care and transition days as previously outlined in the Absentee Day Policy. Unless otherwise specified by the referring State agency, the number of days shall remain as specified; however, the State agency, upon timely notification to the provider, may elect to shorten the time they will reimburse under each type of leave depending on the youth’s needs and circumstances. Referring State agencies require notification of planned absences in advance and notification of emergency absences within 24 hours.

STANDARDS APPLICABLE TO ALL GROUP CARE PROVIDERS

STAFF REQUIREMENTS

General: Providers shall ensure that all staff, subcontractors, volunteers, interns, and other individuals under the authority of the provider who come into contact with referring state agency children are properly qualified, trained, and supervised. Providers must comply with and meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30 and all applicable federal requirements.

Required Documentation of Qualifications: Providers will maintain and make available upon request appropriate records and documentation of such qualifications and investigations. If these records are kept in a central “corporate” office, the provider will be given a reasonable amount of time to retrieve the records for the agency that is requesting them.

In addition to documentation of training received by staff and documentation of staff credentials, the provider must keep the following specific documents on file:

- A copy of the individual’s resume or a completed employment application form; official college transcripts; and applicable licenses.
- A copy of the individual’s criminal record check form from an appropriate law enforcement agency. The criminal record check must be updated every two years.
- Verification from the child abuse registry that there are no findings of abuse or neglect against the individual. The child abuse registry verification must be updated annually.

- Verification from the state and national sex offender registries that there are no findings of sexual charges against the individual. This verification must be updated annually.
- If the employee's position description requires that he/she transport children, a copy of the individual's current driver's license and official motor vehicle record (MVR). MVR checks must be updated every two years.

Providers shall ensure that all staff, subcontractors, volunteers, interns, or other individuals under the authority of the provider who come into contact with referring state agency children are properly qualified.

Crisis On-Call: The provider must coordinate and provide back-up for 24-hour, 7-day-a-week on-call crisis services for staff.

Staff Development and Training: Training is defined as organized, planned, and evaluated activities that are designed to achieve specific learning objectives. The following general training requirements apply:

- All providers must ensure that staff receives adequate orientation to the program.
- The content of the training must be directly related to the duties of the individual receiving the training.
- Instruction shall be carried out by individuals who are qualified to conduct such training.
- Documentation of training received and successfully completed shall be kept in the individual's training record.
- Documentation of the training shall consist of an outline of the training provided and the trainer's credentials.

All providers must ensure that all staff involved in the direct care of children/youth successfully completes a course in the prevention and management of aggressive behaviors. Annual refresher courses must also be provided.

All staff members will be made aware of the program's written philosophy, rules, policies, procedures, modalities used and the expectations for everyone who is working with the children/youth. Each facility will describe in writing the program's plan for staff orientation, which must include but not be limited to:

- The characteristics of individuals served
- Symptoms and behavioral signs of emotional disturbance
- Symptoms of drug overdose, alcohol intoxication, and possible medical emergency
- The program's emergency and evacuation procedures
- Procedures for reporting suspected incidents of child abuse and neglect
- Orientation in first aid and CPR
- Training in universal precautions and infection control procedures
- The program's policies regarding medication, runaway individuals, and behavior support.

No new staff member will be solely responsible for children in care until he/she has received the minimum orientation described above.

The facility must provide ongoing staff training programs appropriate to the size and nature of the program and staff involved. Each program will have a written plan for staff training, including the

curriculum for behavior support training and refresher training as required by the program model. Providers must comply with and meet the South Carolina Department of Social Services (DSS) licensing requirements.

Human Services Professional (HSP): Group Care Intensive Services (GCIS), Group Care Intermediate (GCMS), and Group Care Independent Living Services (GCILS) must be rendered by a Human Services Professional (HSP) or by staff under the supervision of the HSP. In addition to providing or supervising the service delivery, the HSP is responsible for continually assessing and evaluating the condition of the children receiving services.

Each provider of GCIS, GCMS, GCILS shall maintain a file for each HSP substantiating that the individual meets HSP qualifications. This shall include employer verification of the HSP education, licensure, and work experience.

Individuals wishing to be designated in one of the categories requiring a professional license must be licensed to practice in the state in which they are employed and must not exceed their licensed scope of practice under state law.

Individuals wishing to be designated as HSP must be able to document experience working with the population to be served. A “year of experience” is defined as paid and/or volunteer experience that is equivalent to 12 months of full time work experience. Practicum or internship placements as part of a degree program are acceptable as work experience.

The following professionals qualify as an HSP:

A **Psychologist** holds a doctoral degree in psychology from an accredited university or college, is licensed by the appropriate State Board of Examiners in the clinical, school, or counseling areas, and has a minimum of one year of experience working with the population that is to be served.

A **Registered Nurse** is a licensed registered nurse who has a bachelor’s degree from an accredited university or college and a minimum of three years of experience working with the population that is to be served.

A **Mental Health Counselor** holds a doctoral or master’s degree from an accredited university or college in a program that is primarily psychological in nature (e.g., Psychology, Counseling, Guidance, or social science equivalent) and has a minimum of one year of experience working with the population that is to be served.

A **Social Worker** holds a master’s degree from an accredited university or college, is licensed by the State Board of Social Work Examiners, and has a minimum of one year of experience working with the population that is to be served.

A **Mental Health Professional Master’s Equivalent** holds a master’s degree in a closely related field that is applicable to the bio/psycho/social sciences or to treatment of the mentally ill; or is a Ph.D. candidate who has bypassed the master’s degree but has sufficient hours to satisfy a master’s degree requirement; or is a professional who is credentialed as a Licensed Professional Counselor and who has a minimum of one year of experience working with the population that is to be served.

A **Clinical Chaplain** holds a Master of Divinity degree from an accredited theological seminary, has one year of Clinical Pastoral Education that includes provision of supervised clinical services, and has a minimum of one year of experience working with the population that is to be served.

A **Child Service Professional** has a minimum of three years of experience working with the population that is to be served, and fulfills one of the following descriptions:

- Holds a bachelor's degree from an accredited university or college in psychology, social work, early childhood education, child development, or a related field including but not limited to criminal justice, rehabilitative counseling, or elementary or secondary education
- Holds a bachelor's degree in another field and has additional training (a minimum of 45 documented hours of training that could include undergraduate or graduate courses, workshops, seminars, and conferences on issues related to child development and children's mental health issues and treatment) in one or more of the above disciplines

A **Licensed Baccalaureate Social Worker** holds a bachelor's degree from an accredited university or college, has been licensed by the State Board of Social Work Examiners, and has a minimum of three years of experience working with the population that is to be served.

A **Certified Addictions Counselor** holds a bachelor's degree from an accredited university or college, has been credentialed by the Certification Commission of the South Carolina Association of Alcoholism and Drug Abuse Counselors, the NAADAC (The Association for Addictions Professionals), or an International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse approved certification board, and has a minimum of three years of experience working with the population to be served.

RECORDS/DOCUMENTATION REQUIREMENTS

GENERAL INFORMATION

Illegible Records: A provider record or any part thereof will be considered illegible if at least three medical or other professional staff members who regularly perform record reviews are unable to read the records or determine the extent of services provided. If this situation should occur, a written request for a translation may be made. In the event of a negative response or no response, the reimbursed amount will be subject to recoupment.

Record Retention: Providers are required to retain Group Care Intensive, Intermediate, and Independent Living Services records for a minimum period of three years from the date the child is discharged from the program. If any litigation, claim, or other action involving the records have been initiated prior to the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it or until the end of the three-year period, whichever is later. Providers generally maintain on-site all service delivery and fiscal records pertaining to children placed in residential care. In the event of program closure, providers must notify the State agency representatives.

Records pertaining to residential care that a provider may maintain at an off-site location/storage facility are subject to the same retention policies, and the records must be made available to State agency representatives within five days of request.

Electronic Records: In accordance with the South Carolina Electronic Commerce Act of 1998 (S.C. Code Ann. §26-5-10 *et seq.*), electronic records will be accepted assuming that the information is in a reasonably accessible format. The provider must ensure that the electronic record is accessible to reviewers and auditors and the integrity of the record is ensured.

SERVICE DELIVERY RECORDS

General Requirements: Each provider of Group Care Intensive, Intermediate, and Independent Living Services shall maintain a service delivery record for each child. The provider shall ensure that all service delivery records meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 code Section 14.

The service delivery record must contain sufficient documentation to allow an individual not familiar with the child to evaluate the course of progress. The absence of appropriate and complete records may result in recoupment of payments by the designated referring State agency. Service delivery records shall be arranged in a logical order such that information can be easily reviewed, audited, and copied.

Each provider shall have the responsibility of maintaining accurate, complete, and timely records and should always adhere to procedures to ensure confidentiality. In addition to the DSS requirements, the service delivery records must include the following:

1. Written Authorization for Placement
2. Signed/titled and dated Care Plan (GCIS and GCMS programs) or Independent Living Plan (GCILS programs). Initial, reviews, and reformulations
3. Signed/titled and dated Summary Notes
4. Court orders, if applicable
5. Signed releases and confidentiality assurances
6. Orientation check list that verifies at the time of admission, the provider oriented the child to rules, consequences, services to be received, rights of the child, and the behavior management system
7. Evidence that transition services are being provided
8. A copy of the Independent Living Assessment (GCILS programs only)
9. A discharge report that:
 - Documents the reason for the discharge
 - Documents service delivery recommendations and outcomes
 - Lists records to be transferred
 - Specifies recommended after-care services
 - Is made available to the referring State agency within ten working days of discharge.
10. Psychosocial and/or psychological evaluation, if applicable
11. Correspondence with agencies involved with the child.

Abbreviations: Only approved abbreviations and symbols may be used. Each provider shall maintain a list of any abbreviations and symbols used in the records. This list must be clear as to the meaning of each abbreviation and symbol.

Index: Each provider should maintain an index that indicates the correct method for organizing and maintaining service delivery records.

Signature Sheet: Each provider must maintain a signature sheet that identifies all staff names, signatures and initials.

Error Corrections: Service delivery records are legal documents. When an error is made the following guidelines should be used:

- a) If an entry contains an error, clearly draw one line through the error, write “error” to the side in parentheses, make the correct entry, and add initials and date. Errors must not be totally marked through, as information in error must remain legible.
- b) If an explanation is necessary to clarify the correction, one should be entered. In extreme circumstances, it may be prudent to have a correction and/or explanation witnessed.
- c) No correction fluid, tape, or erasable ink may be used.

Late Entries: A late entry may be used to provide additional documentation to supplement entries previously written. Late entries should be used to correct a genuine error of omission or to add new information that was discovered at a later date. When late entries are made, adhere to the following guidelines:

- a) Identify the new entry as a “late entry”
- b) Enter the current date and time
- c) Identify or refer to the date and incident for which the late entry is written
- d) If the late entry is used to document an omission, validate the source of additional information as much as possible
- e) When using late entries, document as soon as possible.

INDIVIDUAL CARE PLAN AND INDEPENDENT LIVING PLANS

General Requirements: Providers of Group Care Intensive and Group Care Intermediate Services shall ensure that each child has an individual care plan (ICP). Providers of Group Care Independent Living Skills shall ensure that each youth has an individual living plan (ILP). For children/youth admitted on or after January 1, 2009 an ICP/ILP must be developed within 30 days of admission. For children/youth who were admitted prior to January 1, 2009, an ICP/ILP must be developed at the next scheduled review but no longer than 180 days.

The ICP/ILP is a comprehensive plan of care that is formulated by the Human Services Professional (HSP) based on the individual needs of the child/youth. The ICP/ILP validates the appropriateness of services, and outlines the service delivery needed to meet identified needs, reduce problem behaviors, and improve overall functioning.

The ICP/ILP shall be based upon an assessment of the child/youth’s problems and needs in the areas of emotional, behavioral, life skill development, and educational and vocational. The ICP/ILP must be individualized to the child/youth. The ICP/ILP is considered a working document and should be continuously refined and revised as progress is made and/or new issues arise.

Goals and objectives should be written in language that is clear and understandable. The ICP/ILP should distinguish long- and short-term goals and objectives, and should address discharge planning. The ICP/ILP should be in agreement with the child/youth’s permanency plan, if applicable, and the long-term discharge goal developed by the designated referring State agency.

Group Care Intensive and Intermediate Services

Individual Care Plan Development: The Group Care Intensive and Group Care Intermediate Services provider must have written policies and procedures for developing, reviewing, and redeveloping/reformulating individualized care plans. The policy must require all individual care plans to include the following components:

- **Presenting Problem** – Presenting problem statements that outline the specific behavior(s) that validate the need for and appropriateness of the level of care.

- Long-Term/Discharge Goals – Long-term or discharge goals addressing the discharge plan of the child. The long-term goal should match the long-term plan (the child’s permanency plan) of the referring State agency. For every child aged 14 or older, the long-term/discharge goals must include independent living goals specific to that child.
- Short-Term Objectives – Short-term objectives that are stated in behavioral terms and written so that they are observable, measurable, individualized/specific to the child’s problems/needs, and realistic.
- Interventions – Specific methods the provider staff will use to meet the stated objectives. The frequency, or how often each intervention will take place, should be clearly stated.
- Criteria for Achievement – Criteria for achievement that outline how success for each objective will be shown. Criteria must be reasonable, attainable, measurable, include target dates and indicate a desired outcome.
- Target Dates – Individualized to the child and the objective.

For children/youth admitted on or after January 1, 2009 an ICP must be developed within 30 days of admission. For children/youth who were admitted prior to January 1, 2009, an ICP must be developed at the next scheduled review but no longer than 180 days.

Participation in Individual Care Planning: The child must be encouraged to participate in the care planning process. Before an individual care plan is finalized, the child must be given the opportunity to have input.

The family must be encouraged to participate in the care planning process if reunification is the goal of the referring State agency’s comprehensive plan. Specific family reunification activities must be described in the ICP. Documentation of compliance with this requirement must be located in the service delivery record.

If the family will not be involved in the care planning process, the referring State agency must provide justification to the provider. Evidence of this justification must be located in the service delivery record. Reasons for excluding the family may include:

- The referring State agency has determined that contact between the child and his/her family is not desirable.
- A court order prohibits contact between the child and his/her family.
- Reunification is not a goal of the referring State agency’s comprehensive plan.
- The child’s family refuses to participate in the process.
- There is another treatment related reason that the family should not be involved in the process.

Coordination and Notification: There must be evidence in the service delivery record of coordination between the provider and the referring State agency case manager regarding care planning for the child.

Initial Individual Care Plan: An initial ICP must be developed for every child admitted to Group Care Intensive and Group Care Intermediate services and must be placed in the child’s service delivery record. The initial ICP must be developed within 30 days, and shall be written, signed and dated by the HSP. The initial ICP must be signed and dated by the child as evidence of their participation in the care planning process.

The initial ICP must be based on an assessment of the child's needs and should include specific problems or behaviors requiring residential services, goals and objectives, methods and frequency of service delivery, criteria for achievement, and target dates. If the child is 14 or older, the care plan must include independent living goals for transition.

Individual Care Plan Review: The purpose of this review is to ensure that services and goals continue to be appropriate to the child's current needs and to assess the child's progress and continued need for residential services. The ICP shall be reviewed and updated according to the child's level of functioning.

ICP reviews must include a written summary and shall be conducted every 90 days. The HSP shall sign/title and date the individual care plan at each individual care plan review.

Individual Care Plan Reformulation: For Group Care Intensive Services the individual care plan shall be reformulated every 180 days. For Group Care Intermediate Services the individual care plan shall be reformulated every 365 days. The reformulated ICP must:

- Reflect the child's current problem areas, needs, and discharge goals
- Reflect reformulation of the independent living goals for the level of residential services in which the child/youth is placed
- Support the continued need for residential services to include specific problem behaviors that need to be reduced before the child can be safely stepped down to a less restrictive environment
- Be signed/dated by the HSP
- Never be a photocopy of a previous individual care plan.

Modifications to the Individual Care Plan: Any modification made to either the initial ICP or the reformulated ICP prior to the required review date should be signed or initialed and dated by the HSP.

Required Signatures: The HSP must sign/title and date (with month, day, and year) the initial care plan as well as any and all subsequent reviews and reformulations. The child must also sign the care plan. If a child does not sign the care plan or if it is not considered appropriate for the child to sign the care plan, the reason the child did not sign must be documented.

Group Care Independent Living Services

Independent Living Plan: For Group Care Independent Living Services (GCILS) an Independent Living Plan (ILP) must be developed with the youth within 30 days of the date the GCILS services are initiated. The ILP must be developed, signed/titled and dated by the HSP and the youth. For youth admitted on or after January 1, 2009 an ILP must be developed within 30 days of admission. For children/youth who were admitted prior to January 1, 2009, an ILP must be developed at the next scheduled review but no longer than 180 days.

The ILP shall address the following:

1. Specific problems or behaviors requiring GCILS services. This information must be based on the youth's assessed strengths, problems, and/or needs as outlined in the Independent Living Assessment.
2. Long- and short-term goals that are based on the youth's current level of functioning and desired outcome. Goals shall be realistic, individualized and relate to the youth's problems/needs, especially basic life skills needed to maximize his/her potential for successful independent living. At least one goal must pertain to education or employment.
3. Methods and frequencies of intervention.

4. Transitional/discharge criteria including transition/discharge plans and timeframes for the youths living independently.

Participation in Independent Living Planning: The youth must be encouraged to participate in the individual living planning process. Before an individual living plan is finalized, the youth must be given the opportunity to have input.

The family must be encouraged to participate in the care planning process if reunification is the goal of the referring State agency's comprehensive plan. Specific family reunification activities must be described in the ILP. Documentation of compliance with this requirement must be located in the service delivery record.

If the family will not be involved in the individual living plan process, the referring State agency must provide justification to the provider. Evidence of this justification must be located in the service delivery record. Reasons for excluding the family may include:

- The referring State agency has determined that contact between the youth and his/her family is not desirable.
- A court order prohibits contact between the youth and hi/her family.
- Reunification is not a goal of the referring State agency's comprehensive plan.
- The youth's family refuses to participate in the process.
- There is another treatment related reason that the family should not be involved in the process.

Independent Living Plan Review: The ILP shall be reviewed a minimum of every 90 days to ensure that services and goals continue to be appropriate to the youth's needs and to assess progress and the continued need for services. The HSP and the youth shall sign the ILP at each review.

Independent Living Plan Reformulation: For Group Care Independent Living Services the ILP shall be reformulated every 365 days. The reformulated ILP must:

- Reflect the youth's current problem areas, needs, and discharge goals
- Support the continued need for residential services to include specific problem behaviors that need to be reduced before the youth can be safely stepped down to a less restrictive environment
- Be signed/dated by the HSP
- Never be a photocopy of a previous independent living plan.

Modifications to the Independent Living Plan: Any modification made to either the initial ILP or the reformulated ILP prior to the required review date should be signed or initialed and dated by the HSP. There must be documentation that shows the youth was advised of any revisions to the independent living plan.

Required Signatures: The HSP must sign/title and date (with month, day, and year) the initial ILP as well as any and all subsequent reviews and reformulations. The youth must also sign the ILP. If a youth does not sign the ILP or if it is not considered appropriate for the youth to sign the independent living plan, the reason the youth did not sign must be documented.

PROGRESS SUMMARY NOTES

General Requirements: Group Care Intensive, Intermediate and Independent Living Services shall be documented in a weekly Progress Summary Note that is filed in the child/youth's service delivery record. All providers will document services using the Progress Summary Notes effective January 1, 2009.

A copy of the suggested Progress Summary Note can be found as an Attachment to the State Standards. The purpose of these notes is to record the child/youth's participation in residential services and to summarize the child/youth's progress on long- and short-term goals. Progress Summary Notes should:

- Be individualized and specific to each child/youth
- Document the services provided to the child/youth. Services must relate to the child's care plan or independent living plan
- Document the child/youth's response to staff interaction and involvement with the child/youth
- Document the child/youth's progress to long- and short-term goals
- Summarize progress and note changes with respect to the child/youth's permanency plan and the intended discharge placement if different from the permanency plan
- Document contact between the child/youth and his/her family that relates to care plan goals
- Document that services correspond to billing by type of service, units of service and dates of service (with month, day, and year)
- Be signed/titled and dated by the HSP responsible for service delivery (either through direct service provision or supervision)
- Be legible and kept in chronological order
- Be written, signed, and dated on or shortly after the last day of service that the notes document and must be placed in the record within 14 days.

Progress Summary Notes should not be written or entered in the child's service delivery record prior to the actual date of service delivery.

Documentation/Signature Requirements: A Progress Summary Note summarizing the child/youth's program participation, status and functioning must be documented weekly. The Progress Summary Note must address at a minimum the following items:

1. A general observation of the child/youth's condition.
2. The child/youth's activity and participation in the program. This must include the child/youth's progress on goals as well as involvement in the structured program and/or other activities.
3. The involvement of the staff in service provision is required and shall be documented.
4. Future plans for working with the child/youth.

All Progress Summary Note entries must:

- Be typed or handwritten using only black or blue ink
- Be legible and kept in chronological order
- Be dated with month, day, and year
- Be legibly signed or initialed by the appropriate HSP. The HSP signature verifies that the services were provided in accordance with the appropriate standards. If someone other than the HSP completes the Progress Summary Note, this individual must also sign/title and date the note
- Identify individuals referenced by full name, title, and agency or provider affiliation at least once.

A copy of a suggested Progress Summary Note is located at the end of these Standards. Providers are not required to use this form, but **must** ensure that the Progress Summary Note used for documentation purposes address at a minimum all of these content areas.

RIGHTS OF CHILDREN IN RESIDENTIAL CARE

Policy Requirements: The provider must have a written policy that outlines the Rights of Children in Residential Care. The policy must include the following:

1. Children shall have a right to dignity, privacy, and humane care.
2. Nothing shall restrict or infringe on a person's right to religious preference and practice. The provider shall make all reasonable efforts to ensure that every child is afforded the opportunity to participate freely in religious activities and/or services in accordance with his/her own faith, however, the provider shall not coerce or require children to participate in religious activities, and the provider shall offer comparable alternative secular programming for those children who do not chose to participate in religious activities.
3. Children shall receive services, within available sources, which protect the personal liberty of the individual and which are provided in the least restrictive conditions necessary.
4. Children shall have a right to participate in an appropriate program of quality education and training services, within available resources, regardless of chronological age or degree of disability.
5. Children shall have a right to social interaction and to participate in community activities.
6. Except to the extent that it is required by the medical needs, safety, or goals of the child to impose restrictions, children shall be allowed to communicate by sealed mail, telephone, or otherwise persons, including official agencies inside or outside the institution. Reasonable access to writing materials, stamps, envelopes, and telephone must be provided.
7. Children shall have right to visitation subject to reasonable rules of the facility. Family visitation will not be withheld as a consequence for the child's problematic behavior. However, nothing in this provision shall be construed to permit infringement upon other children's privacy.
8. Children have the right to the possession and use of their own clothing, and personal effects, except in specific instance where the use of some of these items as reinforcers is essential for training the child as part of an appropriately approved behavioral program.
9. Children have the right to daily physical exercise.

MEDICATIONS

General Information: All residential services programs must ensure that prescribed medication is stored in a secure, double-locked location. "Double-locked location" means that one locked container is stored inside a second locked location, both of which can be opened using a key, combination, or electric lock.

Program staff shall be informed of medication side effects/interactions and trained in proper administration and documentation of side effects. Providers must comply with and meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30

The provider must make every effort to notify all medical personnel who will prescribe and/or administer medications to a child/youth about any medications the child/youth is currently taking, and of any changes in the child/youths medication and functioning since he/she was last seen by the medical caregiver.

Program Policy Requirements: The program must have a policy that specifies the method of administering medication, the documentation requirements including medication logs, frequency of medication reviews, and process for obtaining informed consent, if applicable. The policy must include written procedures for documenting and communicating medication error(s).

Medication Logs: At a minimum, medication logs must show the dates and times the medications were administered and include the initials of the staff member who administered them each time the medication is administered. The log must also document all changes in medications.

EMERGENCY SAFETY INTERVENTION

General Information: All providers of Group Care Intensive, Intermediate, and Independent Living Services are responsible for adhering to all requirements in this section. This includes providers that have policies prohibiting the use of such interventions but who may have an emergency situation requiring staff interventions.

“Restraint” is defined as any type of physical interventions including mechanical restraints and therapeutic holds that reduces or restricts an individual’s freedom of movement and is administered without the individual’s permission.

Restraint and seclusion shall be used only to ensure the immediate safety of the individual or others when no less restrictive intervention has been or is likely to be effective in averting danger. Restraint and seclusion shall never be used for coercion, retaliation, humiliation, as a threat or form of punishment, in lieu of adequate staffing, as a replacement for active treatment, for staff convenience, or for property damage not involving imminent danger.

Providers must comply with and meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30, 114.490.

Staff Training Requirements: All providers must ensure that all staff involved in the direct care of the child/youth successfully completes a course from a certified trainer in the use of restraints and seclusion. Training should be aimed at minimizing the use of such measures, as well as ensuring client safety. For more information on selecting training models, see Section 7 of the Project REST *Manual of Recommended Practice*, available at www.frcdsn.org/rest.html.

Staff must successfully complete all required training in Emergency Safety Interventions prior to ordering or participating in any form or restraint. All staff involved in the use of seclusion and restraint must use the necessary and appropriate skills, knowledge, and expertise to judiciously apply interventions in a safe manner. Providers must adhere to all state licensing laws and regulations regarding the use of seclusion and restraint.

Program Policy Requirements: Each program will develop and implement a comprehensive written policy that governs the circumstances in which these practices are used. The policy shall identify the following:

- The threshold for initiating restraint and seclusion, such that the use of restraint or seclusion will be permitted only after other less-restrictive methods to prevent immediate and substantial bodily injury to the individual or others have been attempted and have failed
- Forms of restraint identified for use
- Specific criteria for the use of restraint and seclusion
- Staff members authorized to approve the use of restraint and seclusion
- Staff members authorized and qualified to administer or apply restraint and seclusion
- Approved procedures for application of each form of restraint and seclusion
- Procedures for monitoring any individuals placed in restraint and seclusion
- Limitations on the use of restraint and seclusion, including any applicable time limitations
- Procedures for immediate and continuous review of restraint and seclusion incidents to include reducing the likelihood of reoccurrence
- Procedures for comprehensive recordkeeping concerning all incidents of restraint and seclusion
- Procedure for reporting critical incidents resulting from the use of seclusion and restraint

Notification of Rights, Policies, and Procedures at Admission: Each program must have written policies regarding notification of rights, policies, and procedures at admission. At admission, the facility will inform the incoming individual and, in the case of a minor, the parents or legal guardians of the policy regarding the use of restraint and seclusion during emergency safety situations that may occur while the individual is in the program. The explanation will include the program's behavioral expectations and requirements. It will also include:

- Who can implement seclusion or restraint
- The actions staff members must first take to defuse the situation to avoid using seclusion or restraint
- The situations in which seclusion or restraint may be used
- A description of the emergency safety intervention procedures used
- When the use of emergency safety intervention will end
- What action the individual must exhibit to be released from emergency safety intervention
- The grievance procedure to report an inappropriate restraint or seclusion
- The opportunity to view time-out and quiet and seclusion rooms or areas.

Communication shall take place in a language that the individual and his/her parents or legal guardians understand. When necessary the program must provide interpreters or translators.

The program will obtain an acknowledgment in writing from the individual and his/her parents or legal guardians that they have been informed of the program's policy regarding the use of restraint or seclusion. The program will also obtain written consent from the individual's parents or guardians (unless otherwise ordered by the court) regarding permission to use restraint and seclusion in the event of an emergency crisis situation. The acknowledgment and consent forms must be filed in the individual's record and the program will provide copies to both the individual and his/her parents or legal guardian and the referring state agency.

Documentation: Each program must document all emergency safety interventions. Documentation shall include the following:

- A description of what happened
- The date and beginning and ending times of the incident
- Any precipitating incidents
- The age, height, weight, and gender of the child/youth
- The exact methods of intervention used, the reasons for their use, and the duration of the intervention
- The names of all children/youth involved
- The names and titles of staff or others involved, and their relationship to the child/youth
- Names of witnesses to the precipitating incident and subsequent restraint/seclusion
- The names and title of staff or others involved, and their relationship to the child/youth
- A detailed description of any injury to the child/youth including a body chart or photo
- The action taken by the provide as a result of the injury
- Preventive actions to be taken in the future
- A description of debriefing activities
- The follow-up required
- Documentation of supervisory and administrative reviews
- Description of notification efforts, including who was contacted, how and when they were contacted and verification that contact was made.

The documentation must be completed by the end of the shift in which the intervention occurs ad will be kept in the child's service delivery record.

Monitoring/Termination: All providers must have a written log of each seclusion and or restraint episode. Programs must ensure that, when restraints or seclusion have been employed, the staff conducts regular internal oversight reviews.

A staff member should provide visual monitoring of the individual in seclusion or restraint and make a written annotation in the log at least once every fifteen minutes. The entry will describe the individual's behavior at that time and whether he /she needs continued seclusion or restraint. The program will have written procedures that outline the criteria for terminating a seclusion or restraint.

CRITICAL INCIDENTS

General Requirements: All residential services providers must have a policy on critical incidents. At a minimum, the following behaviors and situations will be considered critical incidents:

- Death of a child/youth
- Attempted suicide
- An incident that requires off-site emergency medical treatment
- An incident that requires an off-site emergency assessment
- Absence without approval
- Possession of a weapon
- Possession of an illegal substance
- A report to or involvement of an outside regulatory agency, e.g., law enforcement, DSS OHAN, the Office of Children's Affairs, etc.

- An emergency change of placement, e.g., discharge, hospitalization, incarceration, internal transfer, etc.
- Removal from school including suspension, expulsion, and placement on Medical Homebound or Home-based
- Use of restraint or seclusion

Notifications: The program policy must specify that the above-stated incidents require the provider to notify the referring State agency. **In the event of attempted suicide by or the death of a child, the provider must notify OHAN, the referring State agency case manager or case manager's supervisor within 24 hours.** All other state and federal reporting requirements apply.

Solicitation 06-S7191 Amendment 2 which was issued by the South Carolina Materials Management Office on May 16, 2006 stated that the participating agencies would provide additional information regarding the reporting of critical incidents. The amendment stated:

- Copies of critical incident reports will be submitted to the referring caseworker and other required entities as soon as practical, but no later than the end of the first business day following the incident.
- The state agencies will work together to outline a list of situations which require 24 hour notification by telephone regardless of Saturdays and Sundays.
- The state agencies will work together to ensure that providers have 24 hour numbers available to accomplish this reporting requirement.

The following critical incidents must be reported by telephone within 24 hours regardless of Saturdays, Sundays, or holidays.

- Death of a client
- Attempted Suicide by a client
- Absence without approval
- A report to or involvement of an outside regulatory agency (this includes law enforcement)
- An emergency change in placement
- Any serious illness or injury

In addition to the above, the Program Director may make a judgment call regarding additional incidents that are of a serious nature and should be reported to the referral agency within 24 hours by telephone regardless of Saturdays, Sundays, and holidays.

Agency contacts are available to the Contractors listing 24 hour on call numbers for their respective agency.

All ERMIS reporting requirements apply for juveniles under the supervision of the Department of Juvenile Justice.

Critical Incident Report: A Critical Incident Report that can be used by providers is found as an Attachment of this document. Providers are not required to use this form, but **must** ensure that the Critical Incident Report form used address at a minimum all of the following required elements:

- A clear description of the events leading up to the behavioral situation
- Staff intervention into the behavioral situation

- Outcome and necessary follow-up to the behavioral situation
- Date and time of referral agency notification, who was notified and who on the provider's staff made the notification
- Date and time provider staff were notified, name and title of provider staff who was notified, and who on provider staff made the notification as identified by the provider's policy requirements
- Dated signatures of the person completing the incident report and the person(s) completing the clinical and administrative review as identified by the provider's policy requirements.

The Critical Incident Report form must be kept in the child's service delivery record or some other location at which they are readily available for review by staff of the referring agency, monitoring entities, law enforcement personnel, medical personnel, and other authorized personnel.

TEMPORARY CLOSINGS

Temporary Program Closings: Providers of Group Care Intensive, Intermediate, and Independent Living services must notify the referring State agency representatives concerning all programs that are temporarily closed due to emergency situations. If a program closes for more than ninety days, providers will need to resubmit all required information to the Materials Management Office.

UNIT OF SERVICE

Definition and General Requirements: A unit of service is defined as any day or portion of a day that the child/youth receives group care services from a provider. The referring State agency may be billed for a unit (day) of service only if one of the following applies:

1. The child/youth received services during that day and has spent the night before or the night of the day in question.
2. Services are billable from the date of admission; however, the date of discharge may not be billed.
3. The guidelines covering reimbursement for absentee days are met (Refer to the Absentee Day Policy Section below for more specific requirements).

Providers must maintain adequate documentation to support the number of units billed.

ABSENTEE DAY POLICY

General Information: The purpose of this policy is to provide clarification about reimbursement when children are absent from Group Care Intensive, Intermediate, and Independent Living Services programs. Absentee days should be documented in the body of the Progress Summary Note. The documentation shall illustrate the nature of the absence, providing the record reviewer with a clear understanding of the type of absentee day that has been reimbursed. Also required are the dates the child left and returned to the program, and a summary of the service benefit.

Absentee days for both Out-of-Placement Medical Care Leave and Transition & Family Reunification Leave are per provider, per child, per year in placement. If a child is discharged from one provider's program and admitted into a different provider's program, the days allocated under the Absentee Day Policy start over with the new provider's program. Per year in placement varies from child to child and is counted from each child's date of admission into a program. Absentee days are only reimbursable if the child returns to the same program.

Out-of-Placement Medical Care: The following criteria will apply when a child is temporarily absent from a program due to medical reasons requiring crisis stabilization, acute hospital care, inpatient psychiatric care, and/or residential substance abuse treatment:

1. State Agencies will reimburse for a maximum of 20 days of medical leave per year in treatment
2. The child must return to the same program. If it is known that the child will not return to the program following the medical leave, the day the child leaves on medical leave will be the date of discharge. If the program expects the child to return, but during the course of medical treatment a decision is made for the child to be placed elsewhere, the day the child left on medical leave is a billable day. The day the program is notified that the child will not return is the date of discharge. The days in between are not reimbursable since the child did not return to the program.

Required Documentation: The provider must document the following in behavior specific terminology in the Progress Summary Note:

- The incident leading up to medical leave
- The date the child left the program
- Where the child was placed
- That the referring State agency was notified. The referring State agency should execute any additional forms when required.
- Communication between the provider and the entity providing medical services
- The date the child returned to the program

Transition and Family Reunification: The following criteria will apply when a child is transitioning out of the program or for the purpose of family reunification:

1. State Agencies will reimburse for a maximum of five consecutive absentee days per period of leave, not to exceed 18 days per year in treatment.
2. Periods of leave may not be used for program/facility closings.
3. Periods of leave may be used when a child attends camp or participates in an out-of-state trip if the focus of this transitional leave is therapeutic in nature and consistent with service plan goals. Absentee days are not reimbursable for attending sports camps, educational camps, boy/girl scout camps, etc.

If it is known that the child will not return to the program following the transition/family reunification leave, the day the child leaves the program will be the date of discharge. If the program expects the child to return, but during the course of leave a decision is made for the child not to return to the program, the day the child left on leave is a billable day. The day the program is notified that the child will not return is the date of discharge. The days in between are not reimbursable since the child did not return to the program. If a child returns for a portion of a day to collect personal belongings and/or meet with staff, **but does not stay overnight**, this is **not** a billable day.

Required Documentation: The need for transitional and family reunification leave must be reflected in the child's Individual Service Plan in behavior-specific terminology. The provider must also document the following in the Progress Summary Note:

- How the child was prepared for the leave
- What transpired during the leave
- How the child benefited from the leave

- The goals the child was working toward
- The child's behavior during the leave
- The child's behavior upon return to the program

Unauthorized Leave: Unless otherwise approved by the referring State agency, State agencies will not reimburse for days when a child is absent from a program due to "running away" or temporary incarceration. The absence should be annotated in the appropriate blocks on the Progress Summary Note with an "A."

Administrative Policy: The Group Care Maximum, Intermediate and Independent Living Services provider must annotate the days the child was absent and present in the appropriate blocks provided on the Progress Summary Note, adhering to the following instructions:

1. If a child is present for any portion of a day on which a service is rendered and has spent the night before or the night of the day in question, annotate the box with a "P."
2. If a child is absent but meets the Absentee Day policy criteria, annotate the box with an "M".
3. If a child is absent from the program due to an unauthorized leave, annotate the box with an "A." These are **not** reimbursable days.
4. If a child is absent from the program due to any of the following, annotate the box with an "A." These are **not** reimbursable days:
 - a) Reasons other than those in the Absentee Day policy
 - b) Program closings
 - c) If the days absent exceed the allocated days in the Absentee Day Policy
5. If the child is discharged from the program — planned or unplanned — annotate the block with a "D". This is **not** a reimbursable day.

Attachments to State Standards

Request for Dual Placement in a Therapeutic Foster Home

Child A (request to be placed): _____ Date dual placement to begin _____

Name _____ Gender /age _____ Caseworker's name, office/agency, phone # _____

Reason/Justification for Dual Placement: _____

Describe the behaviors that caused Child A to be in therapeutic care (history), and current behaviors:

Child B (currently placed): _____ Date of Placement in this home _____

Name _____ Gender /age _____ Caseworker's name, office/agency, phone # _____

Describe the behaviors that caused Child B to be in therapeutic care (history), and current behaviors

Name of foster parent(s): _____
Address: _____

List all other children in the foster home:
Name _____ Gender /age _____ Indicate biological/adopted, foster child, relative, etc. _____

Licensed thru (TFC Agency): _____
LCS: _____

Describe all physical, emotional or behavioral issues (including sexual behaviors) of either youth that could place them or other children at risk, and the steps to be taken to minimize the risk. Also describe how the foster parent will manage all of these children successfully, including any support from the TFC Agency (add page if needed).

A. I/we request approval for dual placement

Name of Caseworker for Child A / Signature _____ Date _____

_____/_____
Name of Supervisor for Child A Signature Date

B. I/we recommend (accept) dual placement

_____/_____
Name of Caseworker for Child B Signature Date

_____/_____
Name of Supervisor for Child B Signature Date

Approval: I agree to the dual placement described above.

_____/_____
Name of Approval Authority/Designee for Child B Signature Date

RESIDENTIAL GROUP CARE WEEKLY PROGRESS SUMMARY NOTE

1. Client Name (Last, First, MI)		Date of Birth:					
2.							
Date (Mo/Day/Yr)	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Present/Absent							
3. Client participated in the following program components this week:							
<input type="checkbox"/> Assessment/Care Planning	<input type="checkbox"/> Educational/Vocational		<input type="checkbox"/> Crisis Intervention		<input type="checkbox"/> Transitional Services		
<input type="checkbox"/> Behavior Management	<input type="checkbox"/> Life Skills /Independence		<input type="checkbox"/> Recreation		<input type="checkbox"/> General Care (Social, Physical, Emotional)		
4. Summary should include an integrated review of the services provided by the program. Documentation should include the following: a) General observations of the client; b) Services provided to the child; c) the child's response to services; d) interaction and involvement of staff; and e) future plans for working with the child. The child's progress toward long and short-term goals should also be documented.							
5. Staff Signature and Title			Date:		6. HSP Signature and Title		
					Date:		

CRITICAL INCIDENT REPORT

1. Name of program/level of care:

2. Location of incident:

3. Name of client:

4. Date of incident: _____ (month, day and year) Time: _____ AM/PM (circle one)
5. Name of staff(s) involved in the incident:

6. Type of critical incident (check all that apply)

Attempted suicide by a client

Death of a client

Off-site emergency medical treatment (location: _____)

Off-site emergency assessment (location: _____)

Absence without leave/runaway (date and time of return: _____)

Possession of a weapon (type: _____)

Possession of an illegal substance (type: _____)

Report or involvement of an outside regulatory agency (agency involved: _____)

Placement in Seclusion or Restraints

Emergency change of placement:

Discharge Hospitalization Incarceration Internal Transfer

Other: _____

Removal from school:

Suspension (# of days: _____) Expulsion Medical Homebound

Homebased Other: _____

Other: _____

7. Describe the incident and the circumstances surrounding it (attach additional pages if necessary):

8. What precipitating factors may have contributed to the incident? (attach additional pages if necessary)

9. Describe the behavior management/intervention technique used to de-escalate the client and the client's response (attach additional pages if necessary):

10. Describe follow-up actions taken (attach additional pages if necessary):

11. NOTIFICATIONS	Name and Title of Person Notified/Agency Affiliation:	Date:	Time:	Name of Person Notifying:
Internal Staff				
Referring Agency				
Parent/Guardian				
Regulatory Agency				
Law Enforcement				
Other				

12. Signatures:

Signature and Title of Person Who Completed This Report

Date

Signature and Title of Clinical Reviewer

Date

Signature and Title of Administrative Reviewer

Date

Signature and Title of LIP (for seclusion and restraint only)

Date

Each report should be reviewed for completeness and quality by considering the following:

1. The information contained in the report is comprehensive and relevant.
2. The appropriate authorities/agencies, program/supervisory staff and parents/guardians were notified of the incident.
3. The actions taken in response to the incident were timely and appropriate.
4. The report is appropriately signed and dated.

**WILDERNESS CAMP MAINTENANCE AND REPLACEMENT
GUIDE FOR THE
SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE (SCDJJ)**

1. Regular service will be provided by the contracted operator of each facility to include: Heating and Air Conditioning (HVAC) units, filters, registers, hot water systems and tanks, facility painting (interior and exterior), portable water systems, missing roofing tiles, fixtures and well equipment (when applicable), lighting and switches, appliances for kitchen, flooring clean and upkeep as well as deck railings and deck boards. These items are all inclusive for required preventative maintenance needs by the Operator.

2. Replacement of major systems which fail due to age or functional obsolescence may be paid for by SCDJJ as the Facility Owner. It will be the responsibility of the Operator to obtain the proper documentation that any said unit or item is beyond repair and submit to the Wilderness Camp Administrator of Facilities for SCDJJ. Any purchase of items will be subject to the SC Procurement guidelines and managed by SCDJJ only. Any purchases or items not approved by SCDJJ will NOT be paid for. Determination of replacement will be solely by SCDJJ Wilderness Camp Facility Manager and the Procurement Manager for SCDJJ.

Examples Include:

- A. By Operator: Wind storm blows a few roof tiles off.
- B. By SCDJJ: Hot water tank is beyond repair and needs to be replaced.
- C. By SCDJJ: Hail storm greatly damages the roof.
- D. By Operator: Deck rail is broken by a juvenile.
- E. By SCDJJ: HVAC unit is documented and beyond repair.
- F. By Operator: Exterior and windows are worn because of failure to paint and maintain. (All Repairs and Paint)
- G. By Operator: Shower and sink are dripping and broken.
- H. By Operator: Filter repairs and replacement of all types.

EDUCATION STANDARDS CHECKLIST

There are written policies, procedures and practices for operation of the entire program on file with approval by the South Carolina Department of Juvenile Justice's Special School District in accordance with the Department of Juvenile Justice Defined Minimum Program – DMP.

Educational staff are fully certified by the Department of Education. Certification is in areas approved under the Department of Education guidelines and in areas that are required to be taught English, Math, Science, Social Studies and Special Education.

Technical supervision by licensed or certified educational staff is approved by the Department of Juvenile Justice's Special School District Superintendent or his/her designee.

Procedure for providing adequate academic instruction through the use of substitute teachers in the absence of professional staff is approved by the Department of Juvenile Justice's Special School District Superintendent or his/her designee.

Classroom teachers will be assigned according to a maximum average ratio of fifteen juveniles per certified teacher. Special education teachers must follow the ratio guidelines in the South Carolina Department of Juvenile Justice Special Education Procedures Manual.

Appropriate physical facilities are available for classroom instruction, as defined by the South Carolina Department of Education.

Appropriate texts, AV, computers and other learning materials are available. A written curriculum guide, which is aligned with South Carolina State Standards for all subject areas is available for review.

The classroom is appointed with appropriate equipment and furnishings to provide for the educational needs of the average juvenile caseload.

Juveniles are provided with appropriate reading and writing materials and workspace or independent academic or leisure pursuits, such as a small lending library of age appropriate materials.

Text selection is based on programs and materials currently approved by the Department of Education Textbook Adoption Program.

A lending library must be available for supplementary and leisure reading. Instruction in the subject areas shall be scheduled for each juvenile for a minimum of 1800 minutes or 30 hours per week, including lunch for grades six through eight, and excluding lunch for grades nine through twelve. Units of credit in grades nine through twelve will be granted when a juvenile attends at least 120 hours of direct instruction from a certified teacher. All credits and transcripts will be granted/issued by the designated DJJ school. Innovative approaches to instruction may be implemented after approval by the Department of Juvenile Justice Special School District Superintendent or his/her designee.

Educational Standards Checklist
Page Two

Written policies, procedures, and practices provide that each juvenile is evaluated in terms of basic academic and personal needs based on information received through contact with the juvenile's home, school and district.

Provisions to meet the educational needs of juveniles requiring special education services because of physical, mental, emotional, or learning disabilities are appropriately outlined and implemented in accordance with the South Carolina Department of Juvenile Justice Special Education Procedures Manual and South Carolina Department of Education guidelines. A Certified Special Education teacher must be employed full time to provide these services.

The educational program allows for flexible scheduling that permits juveniles to enter any time and to proceed at their own learning pace.

Career and technology education will be appropriate to the needs of the juveniles and in accordance with the South Carolina Department of Education guidelines.

Allowance for juvenile access to counseling and other support services is accommodated without loss of instructional time.

Annual and ongoing evaluation and review of the educational program by the South Carolina Department of Juvenile Justice Special School District Superintendent or his/her designee is implemented. This evaluation includes evaluation of the education staff.

Participation in the statewide testing program is required.

Provisions are made for coordinating the sharing of information on attendance, achievement, and/or grades with a designated school facility at the Department of Juvenile Justice to assure the juveniles meet school attendance requirements and continue to earn Carnegie units where applicable. When juveniles meet requirements, a high school diploma will be awarded.

Maintenance of appropriate educational records and their privacy and security is provided.

Participation by professional staff in DJJ Educational Services' staff development programs is required and documented.

MEDICAL AND PHARMACY BILLING PROCESS
DJJ Community Residential Alternatives

The guidelines for payment of invoices for children receiving medical and pharmacy services in DJJ placements are outlined below. Group home staff secures the needed services and processes invoices for payment. Invoices should be processed expeditiously. Medicaid, state agencies, and private insurance companies have limitations regarding time limits for payment. If invoices are not processed within prescribed time frames required by Insurance Companies and/or Medicaid, then DJJ will not be responsible for payment, unless the Provider can justify that the delay was beyond their control. In all instances, contractor will email or fax medical services invoices to DJJ within five business days after receipt.

Juveniles who are Medicaid Eligible
(Probation and Parole Legal Status)

1. Residential Care Staff will obtain the required health care services for the juvenile from the appropriate provider.
2. If the juvenile is covered by private insurance, the Residential Care Facility Staff will provide this information to the medical provider at the time services are rendered. The medical provider will bill the private insurance company for services rendered and Medicaid for any co-pays or deductibles.
3. If the juvenile does not have private insurance, the Residential Care Facility Staff will provide the provider with the juvenile's Medicaid Card/Number at the time services are rendered.
4. The medical provider will bill Medicaid directly for services rendered.

Juveniles who are Not Medicaid Eligible due to age or citizenship

1. Residential Care Staff will obtain the required health care services for the juvenile from the appropriate provider.
2. If the juvenile is covered by private insurance, the Group Care Facility Staff will provide this information to the medical provider at the time services are rendered. The medical provider will bill the private insurance company for services rendered and the parent/guardian for any co-pay or deductibles. If the residential care provider determines that the parent/guardian is unable or unwilling to pay the co-pay/deductible and requests assistance, the co-pays/deductibles may be processed in accordance with these procedures for payment by DJJ. These invoices will be submitted to the Community Alternatives Program Monitor by email or fax no later than five business days after receipt.
3. For Juveniles who do not have a valid birth certificate (and therefore are not Medicaid eligible), the contractor will instruct the provider to bill at the Medicaid rate. The contractor will then submit these invoices to DJJ for payment as outlined in this document.

Non-Medicaid Juveniles due to Transfer Status

1. Residential Care Staff will obtain the required health care services for the juvenile from the appropriate provider.
2. If the juvenile is covered by private insurance, the Residential Care Staff will provide this information to the provider at the time services are rendered and the provider will bill the private insurance for services and the parent/guardian for any co-pay or deductibles. If the residential care provider determines that the parent/guardian is unable or unwilling to pay the co-pay/deductibles and requests assistance, the co-pay/deductibles may be processed in accordance with these procedures for payment by DJJ.
3. If the juvenile is uninsured, the provider may bill, at the Medicaid rate, for services rendered. The medical services provider will send the bill to the Community-Based Residential Provider. The residential provider will complete the Health Services Referral and Certification Process/Form.
4. No later than five days after receipt, Marine and Wilderness Camps will provide a copy of the Health Services Referral and Certification Form, along with the bill from the medical provider, to SCDJJ at the following address:

Medical Director
Willow Lane Infirmary
4650 Broad River Road
Columbia, SC 29210

Other residential providers will submit this same information to their Community Alternatives Program Monitor. The Program Monitor will check legal status, approve, and submit to the Health Services Medical Director for payment.

5. Camp Bennettsville, Camp Sand Hills, Camp White Pines and Camp Aspen will pay pharmacy bills directly for juveniles on **transfer status** and submit requests for reimbursement to the Medical Director (see Item 4 above for address). **Within 30 days from the date of payment by the contractor**, the Health Services Referral and Certification Form will be submitted along with the invoice, proof of payment, and a request for reimbursement.

CAROLINA DEPARTMENT OF JUVENILE JUSTICE

Health Services Referral and Certification Form

Date: _____

Juvenile's Name: _____

JJMS#: _____

Facility: _____

Reason for Referral: _____

=====

Referred to: _____

Date of Service: _____

Charge: _____

Contact with custodial parent concerning insurance or other coverage for payment:

Legal Status: Probation _____ Parole _____ Transfer _____

Residential Director Authorization

Date

SAMPLE CONTRACTS

**(Name of Alcohol and Other Substance Abuse Treatment Provider)
Alcohol and Other Substance Abuse Treatment Agreement**

The _____ Wilderness Camp _____ will contract with the _____ (Alcohol and Other Substance Abuse Provider) _____ with specified alcohol and other substance abuse treatment services to the children of the _____ (Wilderness Camp) _____ being provided by _____ (Alcohol and Other Substance Abuse Provider) _____. The purpose of this agreement is to set forth the understanding between _____ (Alcohol and Other Substance Abuse Provider) _____ and the _____ (Wilderness Camp) _____.

Alcohol and Other Substance Abuse Treatment Provider agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

Alcohol and Other Substance Abuse Treatment Provider agrees to comply with all credentialing processes and to maintain all licenses required by South Carolina law.

Alcohol and Other Substance Abuse Treatment Provider agrees to maintain medical records required by South Carolina law, to provide necessary records to the Wilderness Camp and to preserve confidentiality.

Alcohol and Other Substance Abuse Treatment Provider agrees to provide treatment services that require therapeutic interventions beyond the clinical scope of the out-of-home placement provider's treatment capacity, which is limited to juveniles who are substance abuse dependent.

The South Carolina Department of Juvenile Justice agrees to compensate the (Alcohol and Other Substance Abuse Treatment) at Medicaid rates for all Alcohol and Other Substance Abuse Treatment services provided to _____ (Wilderness Camp) _____ juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one-year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify _____ (Wilderness Camp) _____ of its intention in writing (90) days prior to the anniversary date.

**(Name of Alcohol and Other Substance Abuse Treatment Provider)
Alcohol and Other Substance Abuse Treatment Agreement**

(Alcohol and Other Sub. Abuse Provider) (Wilderness Camp)

**Alcohol and Other Sub. Abuse
Authorized Signature**

Wilderness Camp Auth. Signature

Witness

Witness

Date _____

Date _____

South Carolina Department of Juvenile Justice

**Deputy Director for Administrative Services
SC Department of Juvenile Justice**

Witness

Date _____

**(Dentist Name or Group)
Agreement**

The (Wilderness Camp) will contract with (Dentist or Group) to provide healthcare services to the children of the (Wilderness Camp). The purpose of this agreement is to set forth the understanding between (Dentist or Group) and the (Wilderness Camp).

(Dentist or Group) agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

(Dentist or Group) agrees to conduct juvenile emergency and/or non-elective examinations and provide treatment and services as required.

(Dentist or Group) agrees to refer cases to oral surgeons, endodontists, etc. When the need arises.

The South Carolina Department of Juvenile Justice agrees to compensate (Dentist or Group) at the Medicaid rates for all treatment and services provided to (Wilderness Camp) juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one- year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify (Wilderness Camp) of its intention in writing (90) days prior to the anniversary date.

(Dentist or Group)

(Wilderness Camp)

Authorized Signature

Wilderness Camp Auth. Sign.

Witness

Witness

Date

Date

**(Dentist Name or Group)
Agreement**

South Carolina Department of Juvenile Justice

**Deputy Director, Administrative Services
SC Department of Juvenile Justice**

Witness

Date _____

(Name of Hospital)
Hospital Services Agreement

The _____ Wilderness Camp _____ will contract with the _____ (Hospital) _____ with all healthcare services to the children of the _____ (Wilderness Camp) _____ being provided by (Hospital) _____. The purpose of this agreement is to set forth the understanding between _____ (Hospital) _____ and the _____ (Wilderness Camp) _____.

Hospital agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

Hospital agrees to comply with Joint Commission for Accreditation of Healthcare Organizations credentialing process and to maintain all licenses required by South Carolina law.

Hospital agrees to maintain medical records required by South Carolina law, to provide necessary records to the Wilderness Camp and to reserve confidentiality.

The Wilderness Camp agrees to follow guidelines for security as outlined by the Safety and Security Department of _____ (Hospital) _____.

The South Carolina Department of Juvenile Justice agrees to compensate the Hospital at Medicaid rates for all hospital services provided to _____ (Wilderness Camp) _____ juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one-year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify _____ (Wilderness Camp) _____ of its intention in writing (90) days prior to the anniversary date.

(Hospitals Name)

(Wilderness Camp)

Hospital Authorized Signature

Wilderness Camp Auth. Signature

Witness

Witness

Date _____

Date _____

(Name of Hospital)
Hospital Services Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services
SC Department of Juvenile Justice

Witness

Date _____

**(Name of Pharmacy)
Pharmacy Services Agreement**

The _____ (Wilderness Camp) will contract with _____ (Pharmacy) with all pharmacy services to the children of the _____ (Wilderness Camp) being provided by _____ (Pharmacy).
The purpose of this agreement is to set forth the understanding between _____ (Pharmacy) and the _____ (Wilderness Camp).

Pharmacy agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the _____ (Wilderness Camp) of any changes within thirty (30) days.

Pharmacy agrees to comply with and to maintain all licenses required by South Carolina law.

Pharmacy agrees to maintain medication records required by South Carolina law, to provide necessary records to the _____ (Wilderness Camp) and to preserve confidentiality.

Pharmacy agrees to fill all prescriptions ordered by _____ and have ready for pick-up no later than _____, 7 days per week. All other prescriptions will be ready for pick-up no later than _____ the following day.

The Department of Juvenile Justice agrees to compensate the Pharmacy at Medicaid rates for all pharmacy services and medications provided to _____ (Wilderness Camp) juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one-year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify _____ (Wilderness Camp) of its intention in writing (90) days prior to the anniversary date.

(Pharmacy Name)

(Wilderness Camp)

Pharmacy Authorized Signature

Wilderness Camp Auth. Signature

Witness

Witness

Date _____

Date _____

**(Name of Pharmacy)
Pharmacy Services Agreement**

South Carolina Department of Juvenile Justice

**Deputy Director, Administrative Services
SC Department of Juvenile Justice**

Witness

Date _____

**(Physician Name or Group)
Agreement**

The _____ (Wilderness Camp) _____ will contract with _____ (Physician or Group) _____ to provide healthcare services to the children of the _____ (Wilderness Camp) _____. The purpose of this agreement is to set forth the understanding between _____ (Physician or Group) _____ and the _____ (Wilderness Camp) _____.

(Physician or Group) agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the _____ (Wilderness Camp) _____ of any changes within thirty (30) days.

(Physician or Group) agrees to provide Board Certified Family Practitioners, mid-level providers, nurse practitioners, and/or physician assistants on site at _____ (Wilderness Camp) _____ one day per week for approximately _____ hours.

(Physician or Group) agrees to conduct emergency and/or non-elective juvenile evaluations/examinations and provide treatment and services as required.

(Physician or Group) agrees to refer emergency cases to surgeons, hospitals, etc. When the need arises.

The South Carolina Department of Juvenile Justice agrees to compensate _____ (Physician or Group) _____ at the Medicaid rates for all treatment and services provided to _____ (Wilderness Camp) _____ juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one- year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify _____ (Wilderness Camp) _____ of its intention in writing (90) days prior to the anniversary date.

(Physician or Group)

(Wilderness Camp)

Authorized Signature

Wilderness Camp Auth. Signature

Witness

Witness

Date

Date

**(Physician Name or Group)
Agreement**

South Carolina Department of Juvenile Justice

**Deputy Director, Administrative Services
SC Department of Juvenile Justice**

Witness

Date _____

**(Optometrist/Optomologist)
Agreement**

The (Wilderness Camp) will contract with (Optometrist/Optomologist) to provide healthcare services to the children of the (Wilderness Camp). The purpose of this agreement is to set forth the understanding between (Optometrist/Optomologist) and the (Wilderness Camp).

(Dentist or Group) agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

(Dentist or Group) agrees to conduct juvenile emergency and/or non-elective examinations and provide treatment and services as required.

The South Carolina Department of Juvenile Justice agrees to compensate (Optometrist/Optomologist) at the Medicaid rates for all treatment and services provided to (Wilderness Camp) juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one- year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify (Wilderness Camp) of its intention in writing (90) days prior to the anniversary date.

(Optometrist/Optomologist)

(Wilderness Camp)

Authorized Signature

Wilderness Camp Auth. Sign.

Witness

Witness

Date

Date

(Optometrist/Optomologist)
Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services
SC Department of Juvenile Justice

Witness

Date _____

ATTACHMENT 5

State Of South Carolina Department Of Juvenile Justice POLICIES AND PROCEDURES

Authority: Inspector General	Policy No.: I-3.2	Page: 1 of 9
Title: Reporting Events		
Related Statutes/Regulations:		
October 1, 2006 Effective Date	SIGNED/William R. Byars, Jr. William R. Byars, Jr. Director	

PURPOSE: The Department of Juvenile Justice (DJJ) staff will document significant events, serious incidents and accidents, and other significant information occurring at and/or related to juveniles, employees, volunteers, visitors, DJJ facilities, programs, schools, offices, and work-sites.

PROCEDURAL GUIDELINES:

A. Definitions

1. Event: An act, situation, incident, or information that requires documenting for the purposes of one or more of the following reasons:
 - a. For review by a manager.
 - b. For support of action based on safety or security issues.
 - c. For investigation.
 - d. For criminal prosecution.
 - e. For administrative sanctions.
 - f. For auditing for financial purposes.
 - g. For maintaining historical records.
 - h. For data collection.
2. DJJ Event Report (Form I-3.2A): A written report that is required for each incident, accident, injury or other significant event that occurs involving juveniles, employees, volunteers, and/or visitors occurring at and/or related to DJJ. The report is to be completed by the employee observing or having knowledge of the event. Other employees observing/having knowledge of the event may also be required by their supervisor to complete a report, depending on the circumstances and nature of the specific event. All event reports will be completed prior to the employee ending his/her daily tour of duty and submitted to the employee's supervisor for review.

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3. Supplemental Event Report (Form I-3.2B): A written report to document information found subsequent to the original event/incident (e.g., additional pertinent information obtained following the initial report, recapture of escaped juveniles, subsequent arrests of staff or juveniles, report of dropped charges against staff or juveniles, etc.).
4. Event Reporting Management Information System (ERMIS): An advanced computer database used for collecting events for purposes of investigation, information gathering, and management review.
5. ERMIS Site Reporters: The DJJ designated and trained staff members at each site responsible for reporting required ERMIS information to the Office of the Inspector General/DJJ Police Dispatch Unit.
6. Performance Based Standards (PbS): The selected set of standards and goals that DJJ uses to prepare continuous improvement plans based on data, outcome measures, expected practices, and processes.
7. PbS Site Manager: The DJJ designated and trained staff member at each site responsible for reporting required PbS information.
8. TIP Line: A confidential telephonic reporting system for employees and volunteers to use to report information directly to the Office of the Inspector General.

B. Training Requirements

All staff will receive training in Reporting Events as part of the initial DJJ Employee Orientation Program. Juvenile Correctional Officers and Residential Specialists will receive training in the Event Reporting Management Information System (ERMIS) as part of their on-the-job training.

C. Required Reportable Events

Required reportable events are listed on the DJJ Required Event Reporting (Attachment I-3.2A).

1. The DJJ Event Report (Form I-3.2A) is required for the event/incident types described and listed on the attachment. These may include, but are not limited to ERMIS, PbS, Court Report, Use of Force, Juvenile Major Rule Violation, and/or Juvenile Minor Rule Violation).
2. When physical and/or chemical force is used, the Report on the Use of Physical/Chemical Force (Forms H-2.12A/B) must be submitted.

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3. The supervisor will use sound judgment and discretion to determine when an event not listed/described on the DJJ Required Event Reporting list needs to be documented and reported.
- D. Supplemental information received subsequent to the initial Event Report will be documented on the DJJ Supplemental Event Report (Form I-3.2B).
- E. Tip Line (# 1-866-313-0073)

The DJJ Inspector General operates a toll free “Tip Line” which may be utilized by all DJJ employees, statewide. This line is a voice messaging system that allows individuals to call at anytime. Although the primary purpose for this service is to enhance the Event Reporting System, it also provides a mechanism for employees to relay ideas and concerns. Individuals calling the Tip line are asked to provide as much detail, (date, time, location, individuals involved, type incident) as possible so that the specific incident can be verified.

1. The Tip Line may be used to:
 - a. Verify an incident has already been reported.
 - b. Verify an incident should be reported.
 - c. Report suspected criminal or administrative violations.
 - d. Convey concerns or observations about current DJJ practices or procedures.
 - e. Convey ideas that may enhance services to juveniles.
 - f. Convey ideas that may enhance daily operational procedures.
 - g. Convey ideas that may save dollars for the department.
2. The Tip Line may not be used:
 - a. For an individual that was involved in an incident/event to report his/her involvement in the incident/event. The Investigator will conduct interviews of persons involved, when necessary.
 - b. To delay the reporting guidelines required by ERMIS.
 - c. As a substitute for ERMIS reporting.
 - d. To report emergencies.

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F. Responsibilities

1. The Supervisor will ensure that serious incidents, accidents, and events are immediately reported to their respective Manager. Each Manager will ensure that a report is made to their respective Executive Manager. Executive Managers will determine those events of which they wish to be notified and the time frames of notification.
2. County/Facility/School/Office Managers will ensure that each incident, accident, and significant event occurring at their work site is properly and promptly reported and that records and files meet the reporting requirements.
3. Staff at detention centers, evaluation centers, long-term facilities, programs, county offices, group homes, wilderness camps, administrative offices, and contract facilities are expected to follow the guidelines set forth in this policy.

G. Review

The supervisor/manager receiving an Event Report from an employee will review the document and verify that it is legible, thorough, fact-based, and complete. The supervisor/manager may correct grammatical and sentence structure errors but may not change the content of the report. When the report lacks significant information, the supervisor/manager will have the employee provide the missing information as soon as possible. A report will not be held from submission while waiting for additional information. A DJJ Supplemental Event Report (Form I-3.2B) will be completed and submitted as soon as possible after the information is obtained.

H. Confidentiality of Event Reports

The original Event Report will be maintained at the site in the administrative files for 3 years and then forwarded to DJJ Central Records in compliance with DJJ Policy B-5.5, Retention and Disposition of Departmental Records. Only persons authorized by the supervisor/manager or Inspector General's Office may access and photocopy Event Reports. Photocopies will be made and distributed to employees who need to know the information (e.g., Classification Case Managers, Clinicians, Disciplinary Staff, and/or DJJ Investigators).

I. Event Reporting Management Information System (ERMIS)

The Office of the Inspector General (OIG) will maintain the ERMIS database containing information on events occurring within any location associated with DJJ, including facilities, county offices, group homes, contract facilities and administrative offices. ERMIS reports may be made on a statewide basis, 24-hours per day, 7 days per week. They are accepted at the OIG during routine office hours and at the DJJ Police Dispatch Unit during all other hours.

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1. ERMIS Reporting Guidelines

- a. Administrators of DJJ and contractual facilities will ensure that a staff trained in ERMIS reporting is on duty each shift and available on a 24-hour, 7 day basis to serve as ERMIS Site Reporters.
- b. All events listed in the Priority 1 and Priority 2 columns of the DJJ Required Event Reporting list (Attachment I-3.2A) will be immediately reported directly to the designated ERMIS Site Reporter.
- c. The ERMIS Site Reporter will review and verify the information on the DJJ Event Report (Form I-3.2A) prior to submitting the information as an ERMIS Report to the IOG/DJJ Police Dispatch Unit.
 - 1) For Priority 1 events, the Site Reporter will immediately call the DJJ Police Dispatch Unit and immediately fax the Event Report to the DJJ Police Section.
 - 2) For Priority 2 events, the Site Reporter will fax the Event Report to the DJJ Police Section within 24 hours after the occurrence of the event or the next business day if the event occurred on a weekend or holiday. (Priority 2 events should not be called in unless there is uncertainty about whether the event is Priority 1 or 2.)

- 2. d. Upon contact, the Dispatch Unit staff will prompt the Site Reporter for required information. The Dispatch Unit staff will enter the information into ERMIS as it is being reported. When all required information is entered, the Dispatch Unit staff will issue the Site Reporter an ERMIS reference number to document on the Event Report. Entering this number on the Event Report form will provide the Site Reporter with verification that the event was called in and a reference number for future reference. ERMIS Reporting Time Frames.

Reporting in a timely manner is critical to the success and final outcome of an investigation. It is preferable that an event be reported to ERMIS in a timely manner rather than the report being delayed to gather additional information. If significant information is obtained after the ERMIS filing of an Event Report, the initial report may later be supplemented. Personal opinions and/or verbal commentary are unnecessary until such time as an investigator requests the information.

- a. Reportable ERMIS events will be assigned to one of two categories, Priority 1 or Priority 2, as described in the DJJ Required Event Reporting (Attachment I-3.2A). The reporting time frame will commence when the staff member is made aware of the event or allegation.

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- b. Priority 1 events will be reported immediately following knowledge of the occurrence.
- c. Priority 2 events will be reported within 24 hours, or the next business day if the event occurs after business hours, on a weekend, or holiday.
- d. If there is a question as to the priority type of an event, it will be assumed that it is a Priority 1 and a report of the event immediately will be made. If the event warrants a change in priority type, that change will be determined by the OIG and made following report of the event.

3. OIG Handling of ERMIS Reported Events

- a. After receiving an ERMIS Report and entering all pertinent information into the ERMIS database, the Dispatch Unit will notify the OIG by telephone that a new report has been entered into the system and the report will be transmitted via e-mail.
- b. Reports of Priority 1 events that are received after business hours, on weekends, or on holidays will be referred to the on-call OIG staff member. These reports will be handled immediately to ensure timely gathering of vital, time-sensitive information.
- c. The Chief of Investigations will access the ERMIS Report, review the information, and either:
 - 1) Classify the event as to priority, and make assignment for action, if applicable, to one or more of the following areas:
 - A) The DJJ Investigations Section for investigation of criminal activity.
 - B) The Compliance and Inspections Section for management review of policy violations.
 - C) The Compliance and Inspections Section for administrative review for safety and/or security violations.
 - D) The Juvenile and Family Relations Section for grievance actions.
 - E) The Internal Audits Section for audit purposes.

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- 2) Enter the event for statistical tracking purposes only.
 - 3) Forward the event to another DJJ office to handle (e.g., Human Resources).
 - 4) Return the event to the responsible manager to handle.
 - 5) Upon approval of the IG, refer the event to an office outside of DJJ (e.g., South Carolina Law Enforcement Division).
- d. Assignments made to areas other than DJJ Police will be forwarded via e-mail to the appropriate OIG section chief, who will review the report and assign the investigation to the appropriate staff member.
 - e. Event reports will be assigned daily based on criteria established by the OIG, with all classification and assignment information entered into the ERMIS database. Details relative to referrals and assignments of cases to outside agencies will be entered in ERMIS by designated staff of the OIG.
 - f. Upon completion of an assignment, a report will be submitted to the appropriate OIG section chief for review and determination of action to be taken. This information will be entered in ERMIS by the section supervisor at that time.
 - g. Results from completed cases will be distributed to appropriate DJJ management for necessary administrative corrective action. Action taken by entities outside the OIG will be forwarded to the OIG for entry into ERMIS. Any criminal or judicial dispositions resulting from a case will also be entered into ERMIS.

4. Confidentiality of ERMIS Reports, Information, and System

Access to events and information contained in ERMIS will be limited by the Inspector General. The opening screen of ERMIS will display the names of authorized users and viewers and their assigned levels of access. The restricted access will be closely monitored for the security and accuracy of the database.

5. Cumulative ERMIS Reports

The OIG will prepare a monthly statistical report and a Facility Incident Log based on information contained in ERMIS. This information will be disseminated to management for use in ad hoc statistical reports to aid in long range planning, forecasting, projecting budgetary and staffing needs, responding to departmental or legislative requests and requests for public records. An early alert component will enable identification of systemic issues. The information will also be used in preparing the Monthly Statistical Report submitted to SLED.

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6. Falsification of ERMIS Reports or Failure to Report

If it is determined through the course of an investigation that a staff member interfered with a juvenile in the filing of a report, or failed to submit/report an Event Report, failed to act on a request for assistance by a juvenile, retaliated against or intimidated a juvenile for participating in the reporting process, or knowingly falsified information in the reporting of an event, appropriate disciplinary action will be taken in accordance with DJJ Policy B-3.15, Progressive Employee Discipline. Juveniles filing false reports will be charged through the Juvenile Disciplinary Hearings process. These charges will be initiated by the OIG and filed with the appropriate office or facility.

J. Performance Based-Standards (PbS)

1. Each facility participating in the PbS process will forward those DJJ Event Reports required to be reported to PbS (Attachment I-3.2A) to the PbS Site Manager.

2. PbS Reporting Guidelines

The Site Manager will ensure that the appropriate information on the DJJ Event Report is reported on the PbS Incident Report.

3. PbS Reporting Time Frames

DJJ will enter PbS required information a minimum of once per week. Data collected by PbS will be done according to their schedule.

4. Site Manager Handling of Reported PbS Incidents

The Site Manager will receive all PbS incidents and ensure that information is accurate and complete and keyed into the PbS portal.

5. Access to PbS Incidents and Information

Access to PbS information and data will be available to all DJJ employees within that facility, the DJJ Standards Team, and the DJJ Office of Policy and Planning. Results will be used to evaluate programs, services, and security operations and to develop improvement plans.

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K. Retention

All forms and reports will be filed in a report file maintained in a secure area not available to unauthorized staff or juveniles. Files will be retained at the site for 3 years, with the most current 12 months available for immediate access. At the end of year 3, the file will be forwarded to DJJ Central Records consistent with DJJ Policy B-5.5, Retention and Disposition of Departmental Records.

RELATED FORMS AND ATTACHMENTS:

Attachment I-3.2A, DJJ Required Event Reporting
Form I-3.2A, DJJ Event Report
Form I-3.2B, DJJ Supplemental Event Report

SCOPE: This policy applies to all employees, volunteers, programs, providers, and facilities.

LOCAL PROCEDURAL GUIDE: Not required.

TRAINING REQUIREMENT:

All employees are required to review this policy within 30 days of its publication.

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE
Required Event Reporting

INSTRUCTIONS: This document is to be used as a referral source to identify the written report(s) required for the specific event. This list includes, but is not limited to, events that must be documented on the DJJ Event Report (Form I-3.2A) and submitted to the Facility/Office Manager for appropriate distribution and action. Additional required reports are identified in the corresponding columns. The employee will determine the type of event based on the description and will submit the report(s) identified.

Type and Description of Event: The events listed and described are required to be reported using the DJJ Event Report. Supervisors should use sound judgment and discretion to determine whether or not an event not listed should be reported.

ERMIS Priority 1 and ERMIS Priority 2: The Office of the Inspector General (OIG) maintains an Event Reporting Management Information System (ERMIS) database to record and track serious events occurring within any location associated with DJJ. Reportable ERMIS events will be assigned to one of two categories, Priority 1 or Priority 2. The reporting time frame will commence when an employee is aware of the event or alleged event. If there is a question as to the priority type of an event, it will be assumed that it is a Priority 1 and a report of the event immediately will be made. If the event warrants a change in priority type, that change will be determined by the OIG and made following report of the event.

Priority 1 events will be reported immediately following knowledge of the occurrence. The Site ERMIS Reporter will immediately call the DJJ Police Dispatch Unit and immediately fax the Event Report to the DJJ Police Section. Priority 2 events will be reported within 24 hours, or the next business day if the event occurs after business hours, on a weekend, or holiday. The Site ERMIS Reporter will fax the Event Report to the DJJ Police Section within 24 hours after the occurrence of the event or the next business day if the event occurred on a weekend or holiday. (Priority 2 events should not be called in unless there is uncertainty about whether the event is Priority 1 or 2.)

Performance-based Standards: Each facility participating in the PbS process will forward those DJJ Event Reports required to be reported to PbS to the PbS Site Coordinator. The Site Coordinator will ensure that the appropriate information on the DJJ Event Report is keyed into the PbS portal.

Legal Office Report: The designated manager at each secure facility will collect and maintain copies of DJJ Event Reports and supporting documentation for incidents of juvenile-on-juvenile horseplay, fight, and assault. A log will be maintained and verified with the Health Services log. The manager will submit the required log to the DJJ Legal Office each month.

Juvenile Major Rule Violation: The Report of Major Rule Violation (Form G-9.20A) will be prepared in addition to the DJJ Event Report to document a juvenile's major rule violation.

Juvenile Minor Rule Violation: The Juvenile Minor Rule Violation and Progressive Discipline Action Report (Form G-9.19A) will be prepared for minor behavior/category 2 offenses. If the staff member refers the matter to the Facility Disciplinarian to handle, he/she will also complete the DJJ Event Report (Form I-3.2A).

NOTE: Serious injury is defined at DJJ as an injury that requires medical treatment by a doctor, nurse practitioner, or emergency medical technician.

Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A)	ERMIS Priority 1	ERMIS Priority 2	Performance- Based Standards	Legal Office Report	Juvenile Major Rule Violation	Juvenile Minor Rule Violation	Use of Force
Any incident that results in a juvenile's mechanical or physical restraint, confinement, or injury (serious or not serious)			X				
Abuse (neglect) allegation of any type of serious neglect of a juvenile (actual or suspected) that involves/requires community medical evaluation or treatment	X		Founded Case				
Abuse (physical) allegation of any type of serious physical abuse (actual or suspected) involving/requiring community medical evaluation or treatment	X		Founded Case				
Abuse (sexual) allegation of a juvenile (actual or suspected) of any degree or nature	X		Founded Case				
Abuse reported to DJJ, but allegedly occurred while the juvenile was under the supervision of any other agency/entity		X					
Abuse (neglect) allegation of any type of neglect where no medical evaluation or treatment was required		X	Founded Case				
Abuse (physical) allegation of any type of physical abuse where a medical evaluation or treatment was not required		X	Founded Case				
Abuse - all other allegations of a staff-on-juvenile abuse that are not previously listed		X	Founded Case				
Accident that results in personal injury to any person		X	X				
Accident that results in any property loss or damage			X				
Arrest of a DJJ employee for criminal activity on or off the job	X						
Arson/attempted arson by a juvenile to any property	X		X		912		
Assault and battery juvenile-on-juvenile			X	X	904		
Assault and battery juvenile-on-staff (any location)		X	X	X	904		
Assault and battery on any other person (not juvenile or staff)		X	X	X	904		
Battery by/to a juvenile or staff (inappropriate physical contact)						807	
Bloodborne pathogen exposure to any person	X						
Bomb Threat	X		If evacuation				
Closure (temporary or permanent) of any DJJ office/facility/area due to disaster, fire, disease, or other hazard	X		X				
Complicity to an ERMIS Priority 1 event	X						
Complicity to an ERMIS Priority 2 event		X					
Complicity to any major rule violation code					905		
Complicity to any minor rule violation code						X	

Contraband – possession, use, display, distribution, and/or discovery of any person with illegal drugs, alcohol, or substances containing alcohol	X		X		913		
Contraband – possession, use, display, distribution and/or discovery of any person with prescribed medication, pornography, and/or money		X	X		901		
Contraband – possession, use, display, distribution, and/or discovery of any type of weapon	X		X		901		
Creating a health, safety, or fire hazard					900		
Damaging, defacing, or destructing of any property			X			810	
Damage of employee, intern, volunteer, guest, visitor personal property/vehicle while on DJJ property		X					

Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A)	ERMIS Priority 1	ERMIS Priority 2	Performance- Based Standards	Legal Office Report	Juvenile Major Rule Violation	Juvenile Minor Rule Violation	Use of Force
Death of a juvenile, employee, or any person in a DJJ facility, contracted facility, while on DJJ owned or contracted property, and/or while in the custody of DJJ staff, or while at community activities or appointments	X		X				
Disorderly Conduct by a juvenile						800	
Disrespect by a juvenile						801	
Disturbances within, in, or around a DJJ facility, office, or area	X						
Drugs – allegations of possession, use, and/or distribution of drugs or other type of drug involvement by DJJ staff, juvenile, or other person providing services to DJJ	X						
Escaping/attempting to escape/conspiring to escape from detention, evaluation center or other secure facility, group home, wilderness program, mental health, mental retardation, or other similar community residence program, or while during transport, escort or while on community activities or appointments	X		X		910		
Fight with injury (serious)			X	X	906		
Fight without injury			X	X		809	
Fire equipment use or accidental discharge		X					
Fire of any type or size on DJJ owned or contracted property	X		X				
Fire safety code hazard and/or violation	X						
Forgery/fraud						808	
Gang activity involving juveniles and/or staff		X					
Horseplay with or without injury or with potential to cause injury				X		811	
Hostage situation	X		X				
Inappropriate physical contact (Juvenile with another person)						807	

Inappropriate relationship with juvenile (Employee or any other person not a juvenile)	X						
Indecent exposure						813	
Injury (*SERIOUS) to any person (juvenile, employee, other) while on DJJ property/contracted property that requires medical treatment by a doctor, nurse practitioner, or emergency medical technician	X		X				
Injury to any person (juvenile, employee, other) while on DJJ property/contracted property that does not require medical treatment or that requires minor medical treatment (not required to be administered by a doctor, nurse practitioner, or emergency medical technician)		X	X				
Making a false statement to or against another person						805	
Medication theft/loss – controlled medication	X						
Medication theft/loss – non-controlled medication							
Medication reaction							
Misconduct (Employee or other person not a juvenile) - misuse of State property or funds, fraud, release of confidential information, photographing juveniles, Internet, falsification of information, failure to report information, giving/receiving gifts from juvenile and/or juvenile's family members		X					
OC Spray intentional discharge (see Use of Chemical Force)	X						
OC Spray accidental discharge		X					
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A)	ERMIS Priority 1	ERMIS Priority 2	Performance- Based Standards	Legal Office Report	Juvenile Major Rule Violation	Juvenile Minor Rule Violation	Use of Force
Out of place						803	
Policy violation not otherwise listed on this document							
Quarantining of any DJJ state owned or contracted property of area due to disease	X		X				
Refusing to obey verbal or written instructions						802	
Relocation of a living unit of juveniles for any reason	X	X					
Riot – engaging in a major riot	X				909		
Riot – inciting a major riot	X				908		
Romantic relationship – allegation of consensual romantic relationship between any person and a juvenile or a juvenile and juvenile	X						
Security equipment theft/loss (key, lock, radio, ammunition, state cell phone, restraint device, suicide kit)	X		X				
Security violation at any DJJ location by any person (not a juvenile)							
Self-mutilation							
Sexual assault of any type involving any person while on State owned	X		X	X	903		

or contracted property, or while under the custody of DJJ						
Sexual misconduct or other sexual acting out misbehavior, not including indecent exposure		X			902	
Staff-on-Juvenile sexual harassment			Founded Case			
Staff-on-juvenile sexual misconduct			Founded Case			
Stealing/possession of stolen property			X		806	
Suicide (actual) or serious suicide attempt	X		X			
Surveillance equipment tampering/destroying by any person		X			915	
Threat – serious to employee on or off-duty		X				
Threatening conduct					804	
Tool theft/loss		X	X			
Under the influence of illegal drugs, alcohol or other substance (not juvenile)		X				
Under the influence of illegal drugs, alcohol or other substance (juvenile)					914	
Unauthorized property – possession, use, distribution, and/or discovery					812	
Use of chemical force	X		X			H-2.12B
Use of physical force		X	X			H-2.12A
Utility loss for more than 2 hours (heat, water, air, telephone)						
Vehicle accident (personal occurring on DJJ property)		X				
Vehicle accident (state vehicle at any location)	X					
Vehicle theft (personal occurring while on DJJ property)	X					
Vehicle theft (state vehicle at any location)	X					
Vehicle traffic violation while operating a state vehicle at any location						
Visitor termination			X			
Workplace violence	X		X			

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE
DJJ Event Report

INSTRUCTIONS: This document is used to record events, incidents, accidents, injuries, and other significant information required to be reported. The DJJ Required Event Reporting List (Attachment I-3.2A) will be used as a guide to determine which events are required to be reported. Supervisors will use sound judgment to determine if an event not listed should be documented.

ERMIS INFORMATION:

ERMIS Priority Event? (No/Priority 1/Priority 2)	Reported via Phone/Fax	Date Reported	Time Reported	ERMIS Site Reporter's Name	Title	ERMIS NUMBER

EVENT INFORMATION:

Date of Event	Time of Event	Facility/Office Where Event Occurred					
Date of This Report	Time of This Report	Specific Area within Facility Office Where Event Occurred					
Name(s) of Juvenile(s) Involved	DJJ#(s)	Assigned Facility/Unit	Race	Gender	Age	V=Victim P=Perpetrator W=Witness	** Medical Treatment (See Key)
Name(s) of Other Person(s) Involved (Not juveniles)	S=Staff V=Volunteer O= Other	Contact Phone #	Race	Gender	Age	V=Victim P=Perpetrator W=Witness	
Description of the Event (This section will expand with typing, as necessary or use supplemental report)							
Evidence, Attached Documents, Other Significant Information							
Print Name of Employee Writing This Report				Title			
Signature of Person Writing This Report				Date			
Signature of Supervisor Reviewing This Report				Date			

**** Medical Treatment Information Key**
Serious = Treated by a Doctor, Nurse Practitioner, or Emergency Medical Technician
Minor = 1st Aid Treatment (ice pack, bandaid, ointment, etc.) **Refused** = Juvenile refused medical treatment (Juvenile signs refusal form with the medical staff) **None**= No medical treatment was necessary.

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE
DJJ Supplemental Event Report

INSTRUCTIONS: This document is used to record additional information, or subsequent information not previously reported.

ERMIS INFORMATION:

ERMIS Priority Event? (No/Priority 1/Priority 2)	ERMIS NUMBER

EVENT INFORMATION:

Date of Original Event	Time of Original Event	Facility/Office Where Original Event Occurred	
Date of This Report	Time of This Report	Name of Employee Writing the Original Report	
Supplemental Information (This section will expand with typing, as necessary)			
Evidence, Attached Documents, Other Significant Information			
Print Name of Employee Writing This Report		Title	
Signature of Person Writing This Report		Date	
Signature of Supervisor Reviewing This Report		Date	

MONTHLY REPORT FORMAT

ATTACHMENT 6

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE
Community Alternatives Section

PROGRAM

MONTHLY REPORT

MONTH/YEAR: _____

Part 1: Statistical Information	<u>Monthly</u>	<u>Year to Date</u>
I. Admissions	_____	_____
II. Gender:		
Males	_____	_____
Females	_____	_____
III. Race:		
African American	_____	_____
Caucasian	_____	_____
Hispanic	_____	_____
Other	_____	_____
IV. Age upon Admission	_____	_____
V. Length of Stay for Successful Terminations	_____	_____
VI. Length of Stay for Unsuccessful Terminations	_____	_____
VII. Overall Average Length of Stay	_____	_____
VIII. Units of Service	_____	_____
IX. Utilization Percentage	_____	_____
X. <u>Number of Discharges:</u>		
A. Successful	_____	_____
B. Unsuccessful	_____	_____
XI. <u>Placements:</u>		
A. Higher Level of Care	_____	_____
B. Same Level of Care	_____	_____
C. Lower Level of Care	_____	_____

**Community Alternatives
 Monthly Report
 Page Two**

- | | | |
|-------------------------------|-------|-------|
| D. In Patient Psychiatric | _____ | _____ |
| E. In Patient Substance Abuse | _____ | _____ |
| F. Home | _____ | _____ |
| G. Secure Custody | _____ | _____ |
| H. Other (Specify) | _____ | _____ |

XII. County Distribution of Juveniles Admitted (See Attached)

Part 2: Administrative Information	<u>Monthly</u>	<u>Year to Date</u>
---	-----------------------	----------------------------

- | | | |
|------------------------------------|-------|-------|
| I. Education: | | |
| A. # Graduate Equivalency Diplomas | _____ | _____ |
| B. # High School Graduates | _____ | _____ |

- | | | |
|--------------------------------|-------|-------|
| II. ERMIS Priority 1 Incidents | _____ | _____ |
| A. Incident 1: | | |
| 1. Type | | |
| 2. Juvenile | | |
| 3. Race | | |
| 4. Staff | | |
| 5. Medical Attention | | |
| 6. Physical Restraint | | |
| 7. Action Taken | | |
| B. Incident 2: (etc.) | | |

- | | | |
|----------------------|--|--|
| I. Personnel: | | |
| A. Personnel Changes | | |
| B. Personnel Actions | | |
| C. Staff Training | | |

II. Regulatory Inspections and Certifications

III. Programming

IV. Budgetary

VII. Director's Comments

Addendum to Community Alternatives Monthly Report
 Marine and Wilderness Programs
 Effective July 1, 2013

Factor	Monthly	Year to Date
Referrals Received		
Referrals Accepted		
Average Grade Level Improvement in Math and Reading of those who left during the month	Math	Math
	Reading	Reading
# Juveniles Receiving Vocational Instruction of those who left during the month		
# Juveniles with Substantiated Abuse and Neglect Allegations at the program during the month		
# of Juveniles who Suffered from Accidental at the program during the month (Off site medical tx required)		
# of Juveniles Injured in an Assault at the program during the month (Off site medical tx required)		
# Runaways at the program during the month		
# Escapes at the program during the month		
# Juveniles Visiting with their Family (on site or by video) during the month. (This would be a total number of individual juveniles who met with their family during the month.)		
Juveniles discharged within prescribed Time Frames		
Juveniles discharged after one 30 day extension		
Juveniles discharged with more than one extension		

FINANCIAL REPORT

1.	Provider Name and Address:
2.	Reporting Period: From: To:
3.	Site Location(s) covered by this report:
4.	Provider Agency Owned by:
5.	Type of Control (check one): <div style="display: flex; justify-content: space-around;"> Private for Profit () Private Non Profit () </div>

CERTIFICATION BY OFFICER OR ADMINISTRATOR OF PROVIDER

I do solemnly swear (or affirm) that I have examined the information contained in this report; that all such information has been prepared from the books and records of the provider named within; that the aforesaid information is true and correct to the best of my knowledge and belief.

Signature (Officer or Administrator of Provider):	Title:	Date:
Report Prepared By:	Title:	Telephone:

Provider's Name: _____

For the period beginning _____ and ending _____

Service Name: _____

BUDGET & EXPENSE REPORT

PERSONNEL SERVICES	EXPENSES
1. Personnel - Paid	
2. Personnel - In-Kind and Volunteer	
3. Social Security	
4. Health Insurance	
5. Retirement	
6. Workers Compensation	
7. Unemployment Compensation	
8. Other Employer Contributions	
9. Sub-Total Employer Paid Benefits	
10. TOTAL PERSONNEL SERVICES	

Provider's Name: _____

For the period beginning _____ and ending _____

Service Name: _____

BUDGET & EXPENSE REPORT

CONTRACTUAL SERVICES	EXPENSES
Printing & Advertising (recruitment of staff)	
Utilities (water, sewerage, etc.)	
Telephone & Telegraph	
Auditing, Accounting & Finance	
Building Repairs	
Other Contractual	
TOTAL CONTRACTUAL SERVICES	

SUPPLIES	EXPENSES
Office Supplies	
Household, Laundry & Janitorial Supplies	
Educational Supplies	
Motor Vehicle Supplies (fuel, motor oil, etc.)	
Postage	
Food	
Building Maintenance Supplies	
Clothing	
Recreational Supplies	
Medical Supplies	
Other Supplies (including personal needs)	
TOTAL SUPPLIES	

FIXED CHARGES	EXPENSES
Rent/Lease – Real Property	
Rent/Lease – Photocopying Equipment	
Rent/Lease – Motor Vehicle	
Insurance (other than employee, fringe)	
Other	
TOTAL FIXED CHARGES	

Provider's Name: _____

For the period beginning _____ and ending _____

Service Name: _____

BUDGET & EXPENSE REPORT

TRAVEL	EXPENSES
Travel (meals, lodging, private automobile)*	
TOTAL TRAVEL	

*May not exceed State of South Carolina Travel Policies.

EQUIPMENT	EXPENSES
Interest	
Equipment Depreciation	
TOTAL EQUIPMENT	

PERMANENT IMPROVEMENTS	EXPENSES
Interest	
Permanent Improvements Depreciation	
TOTAL PERMANENT IMPROVEMENTS	

TRAINING & EDUCATION OF STAFF (including membership)	EXPENSES
Training and Education	
TOTAL TRAINING AND EDUCATION	

INDIRECT COSTS	EXPENSES
Indirect Costs	
TOTAL INDIRECT COSTS	

GRAND TOTAL PROGRAM EXPENSES	
-------------------------------------	--

Provider's Name: _____

For the period beginning _____ and ending _____

Service Name: _____

REVENUE REPORT

REVENUES RECEIVED	AMOUNT
1. Contributions	
2. Other (please specify)	
10. TOTAL REVENUES	

OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

VENDOR RESPONSE



**COMMUNITY EDUCATION
CENTERS**

COPY 3 OF 5



Request for Proposal (RFP) 5400007516:

"MARINE & WILDERNESS CAMPS"

Camp Aspen

RECEIVED

MAY 22 2014

Materials Management Office
2:30 PM

PROPOSAL



Submitted to:
South Carolina Department of Juvenile Justice

Submitted by:
Community Education Centers, Inc. (CEC)

Due: May 22, 2014, 2:30 PM



COMMUNITY EDUCATION CENTERS

May 22, 2014

Chris Manos
Materials Management Office
Capitol Center
1201 Main Street, Suite 600
Columbia, SC29201

Re: Request for Proposal (RFP) No. 5400007516, Marine and Wilderness Camps for SCDJJ at Camp Aspen

Dear Mr. Manos:

Community Education Centers, Inc. (CEC) is pleased to submit a proposal to provide Community-Based Residential Services for juveniles in the custody of the South Carolina Department of Juvenile Justice at Camp Aspen, located in Columbia, South Carolina. CEC has provided services similar to those outlined in RFP5400007516 since 1997, and is enthusiastic about renewing its contract with the Department and continuing to meet the unique needs of this juvenile population.

As a leading provider of treatment and education services to correctional populations, and as the current operator of the Camp Aspen program, CEC has the experience and expertise necessary to perform all of the services outlined in the Request for Proposal. CEC offers a comprehensive approach to targeting the unique needs of the adolescent population served by Camp Aspen. This approach combines cognitive-behavioral treatment interventions that address criminal thinking behaviors and substance abuse and co-occurring disorders with an educational curriculum that includes vocational/work experience. All of these approaches are presented in the context of a community justice model.

Most important, CEC recognizes the important role that family plays in facilitating and helping the juvenile population sustain recovery. Therefore, the Camp Aspen program incorporates a family component and encourages family involvement and reunification efforts throughout the course of treatment. Finally, the program provides aftercare to assist youths with reintegration into the community and reconnecting with their families, as research also supports the role of aftercare services in reducing recidivism. CEC believes that this integrated approach best serves the needs of the adolescent offenders and will ultimately enable this population to successfully reunite with their families and communities.

After careful review of this RFP, Community Education Centers acknowledges and accepts all requirements outlined in the RFP and attachments and agrees to enter into a contract with the State. Programming will include individualized treatment services as well as educational and vocational services. In addition, all programs will meet the State Standards for Residential Services/Group Care Intermediate Services.

As Chairman and CEO of Community Education Centers, I am authorized to submit this proposal and to negotiate on behalf of the company. I can be contacted at (973) 226-2900.


We look forward to partnering with the South Carolina Department of Juvenile Justice and, if awarded the contract, will ensure the highest caliber of services in the delivery of this program.

Sincerely,

Signature Redacted

John J. Clancy

CEC Chairman and CEO

	State of South Carolina Request for Proposal	Solicitation Number: 5400007516
		Date Issued: April 22, 2014
		Procurement Officer: CHRIS MANOS
		Phone: 803-737-4917
		E-Mail Address: CMANOS@mmo.sc.gov

DESCRIPTION: MARINE & WILDERNESS CAMPS FOR SCDJJ

USING GOVERNMENTAL UNIT: SCDJJ Administration

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: Materials Management Office PO Box 101103 Columbia SC 29211	PHYSICAL ADDRESS: Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201
--	---

RECEIVED

MAY 22 2014

SUBMIT OFFER BY (Opening Date/Time): **05/22/2014 2:30 P.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/30/2014 5:00 P.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: See Section IV Information for Offerors to Submit on page 32

CONFERENCE TYPE: Not Applicable DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Not Applicable
--	---------------------------------

AWARD & AMENDMENTS	Award will be posted on 06/17/2014 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
-------------------------------	--

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR Community Education Centers, Inc. <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
--	--

AUTHORIZED SIGNATURE Signature Redacted <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. 22-3457238 <small>(See "Taxpayer Identification Number" provision)</small>
---	---

TITLE Chairman and CEO <small>(business title of person signing above)</small>	STATE VENDOR NO. 20655251-3 <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
---	--

PRINTED NAME John J. Clancy <small>(printed name of person signing above)</small>	DATE SIGNED 5-7-14	STATE OF INCORPORATION Delaware <small>(If you are a corporation, identify the state of incorporation.)</small>
--	------------------------------	--

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> <p>Community Education Centers, Inc. 35 Fairfield Place West Caldwell, NJ 07006</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>Rachel Bickar</p> <hr/> <p>Contact Person</p> <p>35 Fairfield Place</p> <hr/> <p>Address</p> <p>West Caldwell, New Jersey 07006</p> <hr/> <p>City/State/Zip</p> <p>832-325-5811 713-984-8244</p> <hr/> <p>Area Code - Number - Extension Facsimile</p> <p>rachel.bickar@cecintl.com</p> <hr/> <p>E-mail Address</p>
---	--

<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p><input checked="" type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p><input checked="" type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)</p>
--	---

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, part (5).

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?
 Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

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Cover Letter

Cover Page (No Addendums Received)

Minority Business Participation Form

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EXHIBITS

Exhibit 1	Camp Aspen Resumes
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A. PROGRAM DESCRIPTION

Introduction

Research shows that substance use among youth can lead to many other problems, including the development of delinquent behavior, anti-social attitudes, academic difficulties and health-related issues. Arrest, adjudication, and intervention by the juvenile justice system are common consequences for many youth engaged in alcohol and other drug use. Studies show that alcohol and other drug use are strongly correlated with delinquent behavior, and delinquency and often yield school and family problems, involvement with negative peer groups, a lack of neighborhood social controls, and physical or sexual abuse. These problems not only affect the child but can also influence the child's family, community, and ultimately, society.

Recent trends in youth drug use have shown the first significant downturn in usage levels in several years. According to the Federal Bureau of Investigation's Uniform Crime Reporting Program for 2012, there were 91,552 juveniles (under the age of 18) arrested by state and local law enforcement agencies for drug use violations during 2012. From 2003 to 2012, this represents a 27.8% decrease in drug arrests for juveniles. This represented approximately 9% of all drug arrests in which the offender's age was reported. Drug offense cases accounted for 10% of the delinquency caseload in 2012, compared with 9% in 2003.

Despite the decline, reducing youth drug use remains a key component of the National Drug Control Strategy because studies have demonstrated that the earlier drug use is initiated, the more likely is a person to develop drug problems later in life.

Poor problem-solving skills, impulse control, conflict resolution, and little empathy for victims are core characteristics of delinquents and youth who use drugs. Effective programs require a consistent step-by-step sequential learning experience to gain these skills and a safe place to rehearse these skills until old habit patterns and reactions are reduced.

Youth need structure, discipline, mentoring, and experiences that teach coping and life skills. They need experiences that can give them the confidence and tools that will enable them to live sober, healthy, and productive lives. Youth need hope, confidence and an "I can" attitude, along with the tools required for living successfully.

Overview

Camp Aspen, combines four powerful approaches that are effective with youth. These approaches include:

- the provision of structure and discipline of regimented daily living,



- the high impact experience of experiential programming,
- a cognitive-behavioral approach to services that address substance use, and
- a comprehensive educational curriculum that includes vocational/work experience.

All of these approaches are presented in the context of a community justice model.

Additionally, the program addresses the youth's primary needs by providing services for substance use and co-occurring disorders. Camp Aspen staff are diligent about engaging the client's parent/guardian(s) for family sessions as research supports better outcomes when family members are involved in the client's services. This aligns with the required family involvement and family-based interventions and focus on family reunification as soon as possible during program participation. Finally, the program provides an aftercare component to assist youth with reintegrating into the community and with their families as research also supports the role of aftercare services in reducing recidivism.

To understand and to address the needs of the youth, one must combine respectful, caring attention with firmness and clarity. One must have a high degree of hope and trust that these youth can be positive contributing members of society. There is no room for cynicism, nor is there room for simplistic solutions to complex problems. These difficult youth require a measured and thoughtful approach if they are to successfully live a life free from delinquent behaviors.

Camp Aspen is focused on the success of each youth. CEC blends high expectations with love and concern. These are not new principles. Firm limits are set, but they are tempered with warm, caring, and supportive staff.

Service components at Camp Aspen will incorporate all requirements included in the State Standards for Residential Services, included with the Request for Proposals as RFP Attachment 1. As the existing service provider at Camp Aspen, CEC currently provides all service requirements within these standards for Group Care Intermediate Services. A full description is provided in the next narrative section.

A. Description of Juveniles to be Served

Many of the youth referred to Camp Aspen have ingrained criminal thinking and belief systems that support and enhance their involvement in delinquent activities. Changing this destructive system of thinking and behaving is a challenge. Some are quick to assign labels of "low self-esteem" to all delinquent youth. In fact, many of these youths have a fairly good image of who they are and feel good about what they do. It is important to recognize the thinking process of each youth and make no simple assumptions about interpreting the behaviors that brought them to this point in life. Each youth brings a unique set of circumstances that has led him into his

lifestyle. These needs have to be addressed individually. Without intervention, these youth have a predictable future of poverty, broken families, and poor health.

Currently, over half of the Camp Aspen population has a co-occurring diagnosis upon admission. Camp Aspen contracts with off-site psychiatrists to monitor any psychiatric concerns and to provide medication management as needed for each youth. We have also increased the working hours of a Health Care Coordinator to assist with medication and other healthcare needs.

It is important to be able to identify those who have serious emotional disturbance and provide appropriate alternative services. For most youth, the development of clear and realistic personal goals, and individual and group counseling support to achieve these goals, are important means of resolving emotional overlay. This support comes from trusting relationships with adults and peers. It is however, common to find long-standing depression among many delinquent youth. Counseling approaches that allow identification and processing of harmful and disruptive family and associated personal problems are important. Youth need ample opportunities to discuss and process these unresolved issues in order to develop new methods for managing their feelings without acting antisocially and using alcohol and other drugs.

Youth have often experienced neglect and abuse. Many come from broken and single parent families. Any program expecting a high degree of success will need to effectively deal with the individual, the family, and community. Research demonstrates the **familial nature of substance use**. Successful services for youthful clients require a structured behavioral component. This program places extensive and appropriate emphasis on family involvement and services.

Specifically, Camp Aspen Human Services Professionals strongly advocate for each client to participate in family sessions and to make every attempt for the client to be reunified with his family. Upon admission, the parent/guardian is contacted and invited to engage in the development of the client's Individual Care Plan. A date and time is scheduled for the initial session. As a follow-up to the initial parent/guardian contact, a letter is sent to the parent/guardian to provide written information about the first session. Throughout the client's stay at Camp Aspen, each Human Services Professional continuously attempts to engage the parent/guardian to attend family sessions. Human Service Professionals go above and beyond their regular work schedule by offering to meet with the parent/guardian and client for a family session during weekend hours. Each client is provided with weekly telephone contact and access to correspondence with his parent/guardian. Additionally, recent DJJ Juvenile Terminations Placement Reports indicate that the majority discharged clients were successfully reunified with his parent/guardian at home.

Studies show that a high percentage of delinquent youth have special education needs. Identification and understanding of these needs is important for educational programming, and equally important, to help staff understand how to best work with the youth in settings other than school. For example, if a boy is given an assignment to write a paper on "harmful consequences of alcohol and drug use," his difficulty in writing the paper can be seen as resistance instead of an effect of poor writing skills. Each Individualized Care Plan reflects the needs and ability for

that student (i.e. if the student has difficulty writing, he would receive assignments to discuss a topic, construct a collage etc.). Staff needs to be aware of these problems and help the youth learn alternative learning and performance strategies. Youth need to understand these problems and develop adaptive coping strategies to improve their chances for success at home. A critical role of the program is to help youth successfully improve basic skills and learn strategies for adapting when they are back in the community.

The majority of youth come from homes of parents using alcohol and drugs. Nearly all youth are involved in alcohol and drug use. Most estimates show that 60 to 80 percent of their crimes were committed under the influence of alcohol and drugs. Nearly 90 percent of all adjudicated youth have been involved in substance use. Most will also be resistant to services to address drug use. Creative and thoughtful approaches are necessary to have a lasting effect.

Ensuring Flexibility in Programming & Compliance with State Standards for Residential Services (RFP Attachment 1)

As described above, CEC and Camp Aspen are cognizant of the varied needs of juvenile offenders and appreciate that effective services require continuous evaluation of each client's individual needs and progress. As such, CEC and Camp Aspen are committed to working in collaboration with the DJJ to modify proposed and/or already established programming approaches to best meet the needs of the juvenile population and the Department. Demonstrative of such commitment is the Company's cooperation with Departmental training initiatives and incorporation of the State Standards for Residential Services into the current program.

As of January 2009, CEC ensured that all changes required due to the incorporation of State Standards for Residential Services were completed. These changes included revising contractual compliance standards, implementation of group care weekly progress summary notes and establishing procedures for Individual Care Plans for each client we serve at Camp Aspen.

Additionally, Camp Aspen randomly audits all Service Delivery Records in order to ensure compliance with contract requirements, including changes made with regard to the State Standards. If awarded a new contract, CEC assures the Department that the program at Camp Aspen will be operated according to the State Standards for Residential Services and that each client shall receive individualized care plan goals that are realistic and attainable within the length of stay designated by the Juvenile Parole Board or the DJJ staffing participants.

Population Served By Camp Aspen

At Camp Aspen, approximately 70% of the youth have been identified as special education students or in need of remedial work to improve basic reading and math skills.

Students admitted to Camp Aspen share all of the characteristics of the typical adolescent. However, these youth have been unsuccessful in their ability to manage their lives. They have not received appropriate direction, nurturing, encouragement, or guidance from significant

adults. Most of the youth have lacked consistency, discipline, and structure, which are important in developing healthy lifestyles. Thus, they have been unable to develop the pro-social attitudes and values needed to be successful adults. Many of them have been exposed to extremely poor role models and have been the victims of emotional deprivation during their early childhood years. Camp Aspen youth typically are deficient in academic skills, social skills, and interpersonal relationship skills. Essentially, they are impulsive, lacking planning skills, decision-making skills, problem solving skills, negotiation skills, and the ability to appropriately control and deal with their anger. The result of these deficiencies has been involvement in delinquent activities, verbal and physical aggression, and the acceptance of an antisocial value system.

Despite the development of a negative value system and deficient skills development, Camp Aspen believes that youth admitted to its program can, with the proper interventions from staff, become productive citizens of the Camp Aspen community as well as society. The staff provides youth with a program that is highly structured, with program standards and behavioral management expectations. In addition to programming within the facility, opportunities in the community that allow youth to practice what they have learned are encouraged. Other programs focus on problem-learning/problem-solving skills that adolescents can apply to everyday problems they might face in the community.

Camp Aspen is licensed by the South Carolina Department of Social Services (SCDSS) to provide Group Care Intermediate Services – GCMS. The program accepts male offenders between 12 and 19 years of age who have been referred by the Classification Section or Community Placement Coordinators of the South Carolina Department of Juvenile Justice (SCDJJ) to Camp Aspen for alternative placement based on their individual needs. Violent offenders and sex offenders are not accepted into the program. Length of stay is individualized based on the juvenile's needs and in accordance with the SCDJJ Matrix. Students placed may have indeterminate commitment guidelines, determinate commitments of up to 270 days, or may be on probation and placed at Camp Aspen by one of the SCDJJ Community Offices.

Admissions Criteria

The following criteria is used as a guide to assess the appropriateness of placement at Camp Aspen for each student. All potential placements that present unique or questionable profiles will be reviewed.

- Male adolescents between the ages of 12 to 19 years of age
- Committed to SCDJJ for an indeterminate period of time or for a determinate period of up to 270 days
- May have multiple property crime convictions or previous history of oppositional and defiant behavior

- Have a substance use diagnosis and are free from medical detoxification symptomatology
- No histories of sexual perpetration
- Histories of elopement from previous placements will be evaluated on a case-by-case basis, however, no pattern of runaways in history
- Personal assault histories will be evaluated on a case-by-case basis, however, no major assaults in history
- No signs of extreme emotional disturbances such as psychotic symptomatology or extreme delusional thought patterns
- Medical concerns and/or physical disabilities reviewed on a case-by-case basis
- May not have current history of extreme suicidal tendencies and/or self-mutilation tendencies
- Must be able to function at a minimum of an average intellectual level
- Must have Group Care Intermediate Services – GCMS recommended by a physician or other licensed practitioner of the healing arts who has certified that the student meets the medical necessity criteria for GCMS

The SCDJJ and an admissions team from Camp Aspen will review the youth's records to determine if the individual meets the admission criteria for the program.

1. Staffing

- a. Camp Aspen currently employs three Human Services Professionals with Master's degrees in the behavioral sciences. Qualifications of proposed key personnel for this program are described in *Section 2. Staff Capability* within *Section C. Administrative and Financial Capability*
- b. The Human Services Professionals in place at Camp Aspen are actively pursuing certification as Certified Addictions Counselors (CAC). Camp Aspen's Deputy Director of Treatment is currently a Certified Addictions Counselor II.

2. Services

CEC agrees to comply with RFP sections a.-f. with regards to the provision of programming at Camp Aspen. As a leading provider of effective substance use services and current provider of programs at Camp Aspen, CEC is firmly committed to following evidence-based, best practices that are tailored to address each client's individualized

needs and to ensuring that each individual's developmental level is considered when developing the Care Plan.

A detailed discussion of the proposed program components is presented in **Section B. Program Description** of this proposal. Also attached here is a daily activity schedule that illustrates how time is allocated to each area of programming.

2014 Program Schedule

Daily Schedule at Camp Aspen		
Point Card	Monday-Friday	
1	6:30-6:45AM	wake up, get dressed, tidy personal area, transition to cafeteria
1	6:45-7:15AM	breakfast
1	7:15-7:45AM	hygiene, chores (kitchen), medication
1	7:45-8:30 AM	recreational time, personal time
2,3,4	8:30-11:30AM	A+ Math,Resource,DIRT,Group Sessions(M,T,Th)&psycho-ed groups(W,F)
5	11:30AM-12:00PM	lunch
5	12:00-12:30PM	hygiene, chores (kitchen), medication
6,7,8	12:30-3:30PM	English, Science, A+ Social Studies *rotation of groups
9	3:30-5:00PM	personal time, recreation time
10	5:00-5:30PM	dinner, then transition to the dorm
11,12	5:30-7:00PM	hygiene, chores (kitchen)
13	7:00-8:00PM	Personal Time, Psycho-Ed Group Mon & Wed: bible study: Fri: NA group
14	8:00-8:45PM	medication, showers, evening chores;
15	8:45-9:00PM	snacks, homework/personal/quiet time
16	9:00PM	Uncovering Phase in bed
16	9:30PM-6:00AM	Discovering & Recovering Phases in bed, LIGHTS OUT
	Saturday	
1	7:00-7:25AM	wake up, get dressed and transition to the cafeteria
2	7:30-8:30AM	breakfast, hygiene, medication
3,4,5,6	8:30-11:55AM	dorm/campus clean up, chores (kitchen), transition to the cafeteria
7	12:00-12:55PM	lunch, hygiene, chores (kitchen), transition for recreational time
8,9,10,11	1:00-4:55PM	recreational/personal time, transition to the cafeteria
12	5:00-5:55PM	dinner, hygiene, chores (kitchen), transition to the dorm
13	6:00-7:00PM	showers, chores
14,15	7:00-8:55PM	snacks, personal/quiet time, medication; movie night (excluding Uncovering)
16	9:00PM	Uncovering Phase in bed
16	9:30PM	Discovering & Recovering Phases in bed
	9:30PM-6:00AM	Lights out
	Sunday (See Saturday's schedule w/ the following additions)	
	8:30-9:30AM	spiritual/personal time
	9:30-11:55AM	recreation and transition to the cafeteria
	1:00-5:00PM	visitation/recreation/personal time

CONFIDENTIAL

3. Aftercare Planning

- a. It is current practice at Camp Aspen to initiate aftercare planning following admission to the facility. CEC and Camp Aspen place a strong emphasis on aftercare as this has been shown to have an important impact on recidivism. CEC and Camp Aspen agree to contact community-service providers in each juvenile's home county early on to best ensure continuity in care, including liaising with the juvenile's Probation Officer or Intensive Supervision Officer. For a detailed description of aftercare planning at Camp Aspen, please refer to *Section D. Aftercare Program required for Camp Aspen* of this proposal.

Applicable to All Programs

CEC understands and agrees to comply with the requirements set forth in this section of the RFP. CEC will ensure that the Camp Aspen program shall not serve youths older or younger than the ages noted on our Department of Social Services (DSS) license. All students and their families are encouraged to have weekly visitation. Family sessions with the student, his family members and the HSP are not included as visitation, but are a part of the student's services.

B. Facilities

All facilities currently in use by Camp Aspen are in compliance with Federal, State, and local codes and regulations applicable to the construction of a group home facility to house juvenile offenders. The construction of the facility complies with juvenile offender facilities as outlined by the American Correctional Association (ACA). Camp Aspen is currently licensed by the DSS as a Group Care Intermediate Services group home and therefore meets all the requirements for licensure. An annual audit is conducted by DSS for re-licensure and compliance with all regulations and codes.

The facilities meet all State and local building and fire codes. A certificate of occupancy from the State Fire Marshall's Office is posted in each building. An annual fire inspection is conducted by the State Fire Marshall's Office as required by DSS. Documentation of the inspection is available for review upon request.

The facility also receives an annual Sanitation Inspection as part of the re-licensure process. Documentation of this inspection is available for review upon request.

The educational facility operated by Camp Aspen has been approved and meets all the provisions of the State Department of Education.

CEC understands that upon termination of the contract, all property and facilities and all personal property purchased by the company in order to provide the contracted services shall become the property of the State of South Carolina.

Maintenance Plan

The purpose of the Maintenance Plan is to ensure the safety of residents, visitors, and staff at Camp Aspen, and to ensure that all building systems are inspected, serviced, and maintained on a scheduled basis. The maintenance plan also covers the building grounds and equipment. CEC accepts sole responsibility for the maintenance of and any damage or loss related to the building, equipment, and grounds.

Fire Equipment Testing

- ***Fire Extinguishers:***

Fire extinguishers are inspected on a daily basis during each shift change. They are dated and initialed on the monthly inspection tag by the Administrator or his/her designee. These personnel ensure that the extinguishers are functional and properly located in accordance with the emergency plan located on each floor.

An outside vendor is contracted to recharge, replace, and retag on a yearly basis with the exception of the kitchen fire suppression system surrounding the cooking area, which is inspected and recharged (if necessary) twice annually.

- ***Smoke, Heat, & Co2 Detectors:***

Smoke, heat and Co2 detectors are usually inspected monthly by the Administrator or his designee. Battery operated detectors are checked and replaced when necessary.

- ***Emergency Lights:***

Emergency lights are inspected daily during shift change inspection reports. The Administrator or his/her designee inspects bulbs and batteries on a monthly basis or as needed via a daily report.

- ***Exit Lights:***

Exit lights are visually inspected on a daily shift change inspection report. Bulbs and batteries are inspected by the Administrator or her/his designee monthly or as needed via a daily special report.

- ***Fire Door Alarms:***

Fire door alarms are tested monthly. The Administrator or his/her designee will change all batteries as needed.

- ***Sprinkler System:***

The sprinkler system is tested annually by an outside vendor. The central station receiving the alarm signal will verify results. The Administrator receives a documented full report that is available for review upon request.

- ***Fire Alarm Systems:***

Each shift will rotate once a month and conduct a fire drill to the system and to document the time it takes to evacuate the building.

General Maintenance

- ***Facility Lighting:***

All light covers, light bulbs, and outlet and switch covers are inspected on a weekly basis and repaired or replaced as necessary, via special report. Every year, a foot-candle reading is performed on all lighted areas of the facility by DSS as part of the inspection for relicensing.

- ***Indoor Air Quality:***

All H.V.A.C. units are inspected on a quarterly basis. This includes checking for worn or cracked belts, belt tensions, and lubrication. A/C filters are changed during this inspection.

All air supply grills returns and diffusers are cleaned and dusted monthly. The condenser and evaporator coils are cleaned quarterly. The exhaust fan hoods are removed annually with the motors being inspected and lubricated. Belts are changed once a year regardless of their condition.

There is an outside vendor under contract and on call in the event of any H.V.A.C. emergency. The air quality is tested every three years. In addition, an outside vendor cleans the air duct system every three years.

- ***Laundry Equipment:***

Laundry rooms are kept clean at all times. Lint filters are cleaned after each load. The laundry equipment is shut down once a month to remove face covers for vacuuming and dusting the motor and its interior parts. The Administrator or her/his designee removes the vent pipes twice a year for cleaning and inspection. An outside vendor is available to service and repair the laundry equipment if necessary.

- ***Emergency Generator:***

The emergency generator is set to automatically activate once a week. The engine coolant level, oil level, and all electrical connections and battery terminals are visually inspected on a monthly basis. Fluids are added and terminals are cleaned when necessary. All fluids are changed yearly.

- ***Repair Requests, Forms, And Special Reports:***

All non-emergency work orders are submitted in writing to the Administrator or his/her designee in a daily special report. Work is performed in order of priority.

- ***Pest Control:***

A licensed exterminator is contracted to perform general pest control spraying for the entire facility on a monthly basis or in the event of additional sightings.

- ***Vehicles:***

Staff drivers visually inspect the vehicles prior to each use. Any problems that are noted are reported in writing to the administrator. Vehicles are taken for an oil change every 3,000 miles. Brakes, turn signals, and lights are serviced as necessary to maintain safe operation of the vehicles. Any problems experienced while driving will be addressed immediately by a service professional. All vehicles are kept clean, fueled, and taken to the car wash when necessary by staff drivers.

- ***Kitchen Equipment:***

The ice maker and drain table are inspected monthly, and filters are changed as needed. The drain lines are also cleaned. The cooking area hood is professionally steam cleaned yearly. The water temperature is tested annually to ensure compliance.

*****Please note: Outside vendors are contracted to service all kitchen equipment.*****

- ***Furniture:***

The Administrator or her/his designee inspects furniture on a monthly basis. Any resident housing, dining, educational, staff office, or group/lecture furniture will be purchased if necessary. Any purchase will require approval from the corporate office-purchasing agent.

- ***Painting:***

Painting is on an as needed basis. All paint shall be latex based in approved colors only. Oil-based paint is only used on a limited basis on highly needed areas, such as handrails, machines, etc. All painting is done in a neat, orderly manner. Students may assist with painting and are instructed on the proper use of rollers, brushes, and all-painting supplies and equipment. Drop clothes, covers, tape, etc. are used at all times to ensure a neat job.

- ***Bathrooms and Showers:***

The bathrooms and showers are visually inspected daily for safety and cleanliness. They are also visually inspected every week for any plumbing problems that are not readily apparent.

Checking of faucets, escutcheons, aerators, shut-off flush-o-meters, etc., is also done weekly to assure proper functional operation. Additionally, mirrors, soap dispensers, and towel dispensers are kept in good working condition. Drain covers and traps are removed and cleaned manually every two weeks. Enzymes are added to the plumbing pipes to maintain good working order. Residents clean the showers daily; the maintenance staff performs any heavy-duty cleaning operation in all showers.

- ***Building Utility Cut Offs:***

All employees are trained by the Administrator or his/her designee regarding the locations and functions of all main utility devices, including gas, water, electric, fire alarm system, etc.

- ***Windows:***

The Administrator or his/her designee inspects windows throughout the facility on a monthly basis. The Administrator or his/her designee inspects for any breakage, leaks, cracks and checks for cleanliness. The inspector also conducts pressure on the windows. Residents clean the bathrooms and showers daily.

- ***Wet Well:***

The oil in sewage grinder is inspected and maintained quarterly.

*****Please Note: Outside vendor is contracted to maintain pumps and equipment on a quarterly basis.*****

- ***Lawn/Trees/Bushes:***

The lawn is cut once a week during the summer months. Areas around trees, bushes, etc., are weed-whacked whenever the grass is mowed.

C. Programmatic Requirements

CEC understands and agrees to comply with all of the provisions outlined in this section, including, but not limited to, those pertaining to the credentialing of Human Services Professionals and Quality Assurance activities. Additionally, Camp Aspen agrees to complete corrective action plans and submit them to the Department within the required time frame (14 days from receipt of audit report). Awake supervision will be provided 24 hours per day, seven days per week. Appropriate supervision and staffing will be provided during emergency situations.

Program Theory

Camp Aspen is a theory driven program. CEC believes there is a body of knowledge that gives it direction in interventions with these youth. Applied properly, these interventions are effective and can have dramatic results. For example, research shows that delinquent and drug using youth typically display thought patterns different from other youth (Kazdin). The program incorporates systematic training of youth to assist them in identifying and changing thinking patterns that perpetuate delinquent behaviors. The values of accountability, discipline, self-control, and goal setting are integral to the program as well as to the student's life. The following is an overview of several theories and approaches used throughout the program.

Social Control Theory rests on the premise that "delinquent acts result when an individual's bond to society is weak or broken". Four distinct strands contribute to this bond:

- Attachment to others
- Commitment to conventional lines of action
- Involvement in conventional activities
- Belief in conventional values. Social Control Theory maintains that a sense of "belonging" promotes self-discipline and responsibility. Without this belonging, youth will not develop an attachment to traditional social values and morals and thus will be more likely to engage in antisocial forms of behavior. This further increases their alienation and distance from the community. (Hirschi, 1969)

Social Learning Theory supports "modeling" as a primary learning mechanism from which people gather information about acceptable behavior. Students, who come from environments where they have lacked close supervision and positive role models, will have developed antisocial behaviors, unhealthy ideas, and habits due to inappropriate modeling (Rotter, 1966). This theory helps teach personal accountability and self-control by emphasizing the impact that choices or goals have on subsequent behavior.

Experiential Learning Theory is based on the belief that involving individuals in active, interesting, and often difficult activities has the potential to enable them to view themselves and the work differently while developing new patterns for living. Students are participants rather than spectators; the learning activity is real and meaningful in terms of natural consequences. Reflection is used to assist the student in deduction; and, the students are held accountable for their behaviors and insights. Through this process, youth can not only develop insight and new understanding of who they are and what they want out of life, but also develop discipline, responsibility, leadership skills, and a drug free lifestyle.

Substance Use Services

Substance Use Services at Camp Aspen include an individualized, professional, planned, organized, and structured intervention into the lives of the students. Services are designed to facilitate positive change and the healthy development of each individual student. All of the interventions have been consciously selected and are used in specific situations.

Services begin with individualized assessments and plans for services. It is CEC's expectation that medical necessity issues will precede any admissions to the program. These could include psychosocial, medical, educational, psychological, and life-skills. An Individualized Care Plan will be developed that involves a multi-disciplinary treatment team, the youth, the family, and the community. The Individualized Care Plan will address problems, goals, objectives, intervention methods, frequency of interventions, and target dates. It is strength oriented as it identifies the resident's strengths, values, interests, and needs. The following are examples of, but not inclusive of all objectives that will be addressed in the Individualized Care Plan: substance use, co-occurring disorders, relapse prevention, interpersonal skills, relationships, grief issues, social skills, education, and discharge planning. Goals for each objective will be clear, measurable and objective. The Individualized Care Plan will be an on-going process that will include completion and addition of goals as needed.

Individualized Care Plans will be developed within seven days of admission and will be completed by the Human Services Professional (HSP). A multi-disciplinary team will review each case bi-monthly to identify, address, and document each resident's progress and determine recommendations for continuing service needs and discharge planning.

The individualized care plan would more appropriately be named the "family/community case plan" to reflect the emphasis upon the Balanced Approach. This approach to services planning is based on the theory that most delinquent youth are more like youth than not. The theory further postulates that youth have not "fit in", for whatever reason, to the mainstream of society. Youth have become isolated and exist outside of the mainstream flow most youth experiences. The Individual Care Plan utilizes the strengths and interests of each youth to assist him in finding success in non-destructive ways. For example, if a boy has repeatedly had difficulty with authority figures, the problem may be re-defined as a lack of positive adult figures in his life. The Individual Care Plan could then focus on developing a positive and trusting relationship with an adult staff member. Inappropriate acting out against adults would not be tolerated, and clear limits would be set, but the development of a positive relationship would be a primary focus of the Individual Care Plan. The student would be held accountable for his actions, and social skills competency would be addressed. It is easy and sometimes natural for staff to develop hostility toward abusive students. It is for this reason that close supervision of staff and training in the Balanced Approach theories are routine and frequent.

Camp Aspen also believes that teaching is the foundation of the effective treatment CEC provides to its students. CEC believes that these youth need to learn new thinking patterns and behaviors to take the place of those that have gotten them into trouble. Family problems,

substance use, economic pressures, and the lure of gangs and delinquency threaten children physically, emotionally, and spiritually. The tools required to successfully cope with these internal and external pressures include the ability to interact with others in socially acceptable ways and make appropriate decisions in social situations.

Research shows that youth can learn new behaviors if the training is provided in a structured and sequential manner. It is necessary to have a broad-based psychosocial/psycho-educational program that covers many important skills. Camp Aspen combines multi-modal services and intervention strategies that ensure change and personal growth. This multi-modal approach includes psychosocial and psycho-educational instruction designed to assist students in meeting their needs for acceptance, love, and self-worth.

Group Counseling/Psychosocial & Psycho-Educational Instruction

The primary objective of the group sessions, psychosocial and psycho-educational sessions is to assist students in developing pro-social methods of interacting with others. Psychosocial Group sessions are facilitated a minimum of three times weekly by the Human Services Professionals. Facilitation is based on cognitive-behavioral theory, and exploration and identification of feelings is encouraged. An emphasis is placed on behavior management, cognitive training, and the individual resident's application of learned skills. Topics include:

- Alcohol & Drug Education
- Mental Health Education
- Anger, Impulse Control & Conflict Resolution
(Aggression Replacement Training)
- Problem Solving
- Relationship Building
- Social Skills
- Thinking Errors
- Cycle of Crime & Victim Awareness
- Sex Respect
- Grief and Loss

Non-HSP or Operational Staff conduct psycho-educational groups that focus on the milieu programming and each student's goals to acquire life skills. Topics include:

- Independent Living Skills, Work/Job Skill, and Career Development
- Health and Wellness
- Seven Habits of Highly Effective People (Covey)

- Goal Setting
- Decision Making
- Relationship between Behavior and Consequences
- Identification of Feelings and Actions
- Leisure Skills

Life Skills Ggroups

Life Skills groups at Camp Aspen cover the following topics:

NUTRITION

Summary: The Nutrition group is facilitated by Camp Aspen’s Kitchen Manager once per month. Information includes:

- Nutrition
- Menu planning
- Grocery shopping
- Meal preparation
- Dining decorum
- Kitchen clean up
- Food storage

Experience: Participants work in the Camp Aspen kitchen to demonstrate skills. Students are assigned to a two-week experience program.

MONEY SKILLS

Summary: The Money Skills group is facilitated by Camp Aspen’s Education Director and meets once per month. Information includes:

- Money beliefs
- Goals for career planning & employment
- Saving money
- Income tax
- Banking
- Credit
- Budgeting
- Spending plans
- Consumer skills
- Home management and home safety

Experience: N/A

HYGIENE

Summary: The Hygiene group is facilitated by Camp Aspen's Health Care Coordinator once per month. Information includes:

- Definition
- Reasons for Good Personal Hygiene
- Facts / Significance of Personal Hygiene Habits
- Good Hygiene Habits
 - Shower Daily
 - Wear Clean Clothes
 - Brush Your Teeth Three Times a Day
 - Keep Nails Trimmed and Clean
 - Prevent Foot Odor

Experience: Students should demonstrate good hygiene habits daily.

HUMAN SEXUALITY

Summary: The Human Sexuality group is facilitated by Camp Aspen's Health Service Professionals once per month. Information includes:

- Substance Use and Risky Sexual Behavior
- Sexual Bullying and Harassment
- Common Safe Sex Practices
- Teen Sexuality
- STD Questionnaire / Sexual Exposure Chart
- Myths and Facts About Genital HPV

Experience: N/A

LIFE SKILLS

Summary: The Life Skills group is facilitated by operations staff five times per week. Information includes:

- Criminal Thinking Errors
- Social Skills
- Thinking Errors

Experience: N/A

Students are also required to attend six classes on violence prevention by Sexual Assault Center; as scheduled, and attend Healing Species violence prevention classes for twelve weeks; as scheduled.

While Camp Aspen focuses on non-traditional experiential learning, group sessions, and life skills training, formal individual sessions are held with each student so he can explore and begin to deal with more personal issues not appropriate for the group. Individuals meet with their Human Services Professional (HSP) at least once a week. Students requiring further individual work will be seen as needed.

Individual and group sessions use a reality therapy approach that focuses on individual and group goal setting and assistance in achieving those goals. This allows staff to help students continually explore their personal values and interests and set specific goals. A natural focus of individual sessions is community living and how to effectively relate to others. Students have many opportunities to explore feelings and thoughts about how to communicate more clearly with others. Individual sessions will also explore the student's family environment.

Intervention Strategies

Reality Therapy - The primary goal of Reality Therapy is to assist an individual in becoming more responsible in order that he may fulfill his own needs without violating or infringing upon the needs of others. It teaches the concept of problem solving through staying in the "here and now". It addresses personal responsibility, moral issues of right and wrong, and the present and future (goal setting). This teaching process results in healing through personal accountability.

CEC believes that Reality Therapy is appropriate because: 1) the basic principles of Reality Therapy can be utilized in all areas of programming, 2) this modality provides an opportunity to enhance interpersonal relationships and to acquire effective coping skills, 3) Reality Therapy lends itself to individualization in order to meet the needs of students, and 4) it is behaviorally based; therefore goals can be easily established.

Cognitive-Behavioral Therapy (CBT) – CEC believes that a cognitive-behavioral model is pragmatic in that it allows the student to change belief systems that have led to faulty behaviors. The essence of this approach is that maladaptive thoughts caused maladaptive feelings, and given the interactions of thoughts and feelings, maladaptive behavior follows. The mechanism of change involves attacking the faulty thoughts of the individual and providing new cognitions to replace irrational thoughts.

This process involves an interactive focus on cognitive understanding of the criminal cycle and on active application of new behaviors within a controlled environment. An environment that obviates the cues for continuing criminal behavior provides a sense of safety for these students. They can feel less guarded or wary about what they might act out in such an environment and are more available to substitute new behaviors for old behaviors.

Cognitive awareness provides a framework for understanding the meaning and functions of the distorted thinking that leads one to engage in antisocial behavior. The primary emphasis is on action and substituting new behaviors for old ones. These new actions do not come from within the cognitive or decision-making framework of the individual. They must be learned as the behavioral correlations of the new identity of a delinquent and crime free individual. The therapeutic task becomes a process of reciprocal determinism. Action determines the construction of cognition, and cognition, in turn, influences and determines behavior. In addition, the period of early change requires an external structure to form the environment in which this reciprocal process can occur. The therapeutic task can be defined as: developing a structure to

support the new identity and working with the cognitive-behavioral process of knowledge construction that occurs within the structure.

Balanced Approach - There is evidence that delinquent youth do not feel that they "fit in" to normal social life. The Balanced Approach is an intervention paradigm grounded in Restorative Justice using the community as a rehabilitative intervention. The Balanced Approach specifies three unique, practical objectives as an intervention strategy: accountability, competency development and public safety. CEC has operationalized the three objectives as follows:

Accountability - Simply stated, Accountability refers to the requirement that offenders accept responsibility for their actions without blaming others and "make amends" for the harm resulting from their crimes by repaying or restoring losses to victims and the community.

Competency Development - Competency Development refers to students becoming more aware of their actions and developing competencies that are more appropriate. Many of these competencies include social skills and behaviors. CEC believes in preparing students to be productive and responsible persons in the community.

Safety - Camp Aspen recognizes the responsibility of ensuring safety for all and that students are more willing to act as a community when they feel safe. Therefore, Camp Aspen places a priority on creating and ensuring a safe environment. The overall objective is to convey to the students that: 1) they are part of a community--the Camp Aspen community, 2) that their actions affect the community, and 3) that this community will address actions that affect the community and/or will ensure a restoration of losses to the community.

Experiential Programming - Additionally, Camp Aspen uses experiential learning as an intervention strategy. Experiential learning is based on the belief that change occurs when people are placed outside positions of comfort and immersed into situations that are new and unique. The students learn to encounter the natural consequences of their behaviors in a neutral environment. Experiential programs are designed to challenge the barriers of opposition and defiance through extensive group activities that support effective and functional peer and adult relationships.

Challenging activities are presented in a manner that encourages student involvement and allows students to learn and practice decision-making and problem-solving skills and to explore issues of trust. While staff maintains control of safety issues and management, students learn they have control of their attitudes and their choices. Staff avoids power and control struggles during the experiences and encourages teamwork in order to accomplish their tasks. In this process, the student learns appropriate dialogue to express feelings of anger and fear, as well as problem-solving skills to deal with issues of selfishness, manipulation, and relationships. These new skills are taught, and the student learns to develop role-modeling skills and to set examples for others. The interesting and often difficult activities have the potential to enable students to view the world differently and to develop new patterns of living.



The experiential programming is interspersed through the duration of the program and will be selected based on the resident's readiness and staff's level of trust of each student. All experiential activities are carefully planned and closely supervised with safety as the priority. Through this process, students can not only develop insight and new understandings of who they are and what they want out of life but also develop discipline, responsibility, and leadership skills.

Community Service – An important mission of the program is to provide work skills and alternative learning opportunities to meet the individual needs of the youth. All projects are constructive and expose students to a variety of basic work skills. The work component is critical as it teaches residents to plan and complete work assignments that vary in length, scope, and complexity. These projects are designed to encourage students to develop initiative, flexibility, creativity, and leadership skills that can be applied to any task. Students consistently volunteer at events as **an important part of the program's commitment to restorative justice.**

The youth are exposed to a variety of agencies and communities while involved in these projects. A major goal is to provide the youth with leadership opportunities that will lead to the development of skills that are eagerly sought after by employees in the work place.

Recently, youth have volunteered at a variety of different activities around the Columbia area that include indoor and outdoor events. For example, the group created a memorial garden as a remembrance to all victims of crime, and planted several shrubs, bushes and trees. In an effort to further the meaning of the garden, the young men discussed with Camp Aspen staff the impact that their crime(s) had on the community. They also completed a project (posters, poems, and stories) and presented it to the Camp Aspen community and its guests at a special presentation.

In addition, Camp Aspen residents also work one day each week at the Habitat for Humanity Store assisting with moving furniture, cleaning donated items and helping customers. Other community service consists of setting up an education activity area for families at the Congaree National Park, helping with landscaping at River Springs Elementary School, and making a trip to the Carolina Coliseum to feed the homeless and clean up afterwards on Thanksgiving Day.

**CAMP ASPEN (SC) YOUTH HELP
HABITAT FOR HUMANITY (2012)**

Five young residents accompanied by a Residential Instructor from Camp Aspen participated in "The House that DJJ Built" a collaborative effort with Central South Carolina Habitat for Humanity and the South Carolina Department of Juvenile Justice (DJJ).

"The young people from Camp Aspen learned invaluable lessons through their participation in this project. We are pleased to see them inspired by their efforts, they learned the importance of work ethic and working with a team," says Erin Moffitt, Program Director.

So inspired were the group from working that day they continued the project on their own with the creation of an Adirondack chair that was presented to the home owners on the dedication day.

Program Components

The program stresses a highly structured and regimented routine that includes strict compliance to rules and standards, a highly structured daily schedule, physical fitness, individualized treatment, and classroom instruction. The primary purpose of structure and routine is to instill a sense of discipline and teamwork while mitigating an over reliance on self-will and oppositional behavior. Staff holds high expectations for the students and will hold them accountable to all standards. While adhering to a strict regimen, there will be no harassing or disrespect of the students. Consistency is an important component of the structure and is expected throughout the program.

Aftercare Program

Human Services Professionals ensure a continuity of services that support the student from Camp Aspen to the student's community. These services are available on-campus or by teleconferences. A detailed description of the Aftercare program is included in *Section D. Aftercare Program required Camp Aspen.*

Individual and Group Sessions

This refers to face-to-face, goal-oriented interventions between the student and staff. The service can be therapeutic or supportive and is used to assist the youth in solving identified problems.

- ***Individual Sessions:*** This consists of a face-to-face interaction between a student and staff member. The scope of issues addressed is based on the student's need, as is the modality employed by the staff.
- ***Family sessions:*** This includes interactions between staff and the student's family unit, either face-to-face or via telephone. The intended outcome is the management, reduction, or resolution of the identified problems for the purpose of allowing the student and his/her family to work on identified problems and thus strengthen the family unit.
- ***Group sessions:*** This entails face-to-face interactions between staff and a group of students. Group sessions allow the staff to address the needs of several students at the same time. The group process provides commonality of client experiences.

Family Focus

Families are an integral part of the Camp Aspen program. The Human Services Professional makes the first contact with the family upon admission. Whenever possible, the program encourages parents to participate in identifying the student's needs. The families are updated routinely on their child's progress. Telephone conferences with the youth and his parents are held monthly. Parents are invited and encouraged to attend family visitations regularly throughout their child's stay in the program. When appropriate, families are assisted with services in the



community while the student is in the program. Every effort is made to include families in the care of their child. Individual family sessions are scheduled when appropriate. If it is anticipated that the youth will return to the home after the successful completion of treatment, the family will participate in the aftercare planning process.

Milieu Programming

A familial type of environment is desired where staff and students work together to accomplish both individual and group goals. The focus is on student-to-student and staff-to-student interaction. The intent is to allow the students to experience both positive and negative interactions and outcomes. Staff will interact with students as a guide rather than an authority figure and will intervene as needed.

Nutrition

Students are provided with three nutritionally balanced meals and one snack each day. The goal is to assist the student in achieving maximum health and recognizing healthy food choices.

Psycho-educational Groups

Instructors will provide one hour educational classes Monday through Friday to address life skills, communication skills, and cognitive skills.

Physical Fitness

Physical fitness is also included in the educational curriculum. The goal is to assist the student in achieving maximum health and fitness. The training includes cardio-respiratory endurance, flexibility, muscular endurance, and body composition. Physical training is conducted daily. These activities provide an opportunity to learn problem solving techniques, appropriate behaviors when interacting with others, and relaxation techniques.

Rehabilitative Psychosocial Therapy

This refers to activities designed to improve or preserve the student's level of functioning. This component is designed to facilitate interaction among staff, students and peers, as well as to provide students with reality orientation. The component is also designed to minimize self-involvement and improve concentration when participating in these structured, goal-directed activity events.

Vocational Training/Work Projects

Vocational training and work projects are carried out in all phases of the program. An important mission of the program is to provide work skills and alternative learning opportunities to meet the individual needs of the students. This will serve to increase positive behavior, academic

skills, and core competencies. Vocational training begins with an assessment of each student's interests. This is accomplished with an assessment upon admission.

Work projects are not menial in nature. "Paying back" and contributing to society are metaphors used throughout the students stay. All projects are required to provide a learning experience for the students. Projects must also be the result of an assessment, which determines the need and value of the project. Lastly, the projects must represent work that would not be completed without the work programs. All projects are constructive and expose the student to a variety of basic work skills, including timeliness and work environmental education.

Program Interventions

- ***Narcotics Anonymous Meeting:*** N.A. meetings are held on campus each week. Students do not share the content of the meeting but do share their perception of how a support group will be helpful to their recovery.
- ***Behavioral Phase System:*** Consistency is an important component of the structure. A behavioral management level system is established to allow staff to monitor the behavior of the students. The level system provides for increasing privileges and responsibilities for each student as he progresses in their treatment.
- ***Circles:*** "Circles" are informal, unscheduled group counsels used to plan attainable goals, celebrate victories and address behavioral concerns. They are representative of, and thus create, equality and connectedness. Circles open communication lines and allow trust and support to flow evenly among all members. All Camp Aspen groups, teachings, and transition ceremonies are conducted in circle form. Circles may be called by anyone and are conducted by the individual who called the circle, but remain under the control of staff. A student may call a circle when he is in need of working out a problem with another student or the group.
- ***Crisis Intervention:*** This refers to an intensive, time-limited service provided face-to-face by the staff with the student following abrupt or substantial changes in the student's functioning and/or marked increases in personal distress. The interventions are often needed to prevent further decomposition or escalation of problems.
- ***Daily Chores:*** This refers to services provided individually or in groups to help facilitate the student's transition from structured care to more independent living. The service modality may be chosen by staff and may differ from student to student. An assessment of each student's independent living skills is administered shortly after admission into the program. The results of the assessment will be utilized in developing of the student's Individual Care Plan and goals. Prior to discharge, each student completes a post-test to indicate areas of increased knowledge and skills..
- ***Disciplinary Hearing:*** A Disciplinary Hearing will be requested by a staff member after

numerous unsuccessful prior attempts to redirect inappropriate behaviors. The student's point card and DAP information will be reviewed and the situation will be discussed. The Disciplinary Team meeting members will determine the best course of action.

- **Individual Care Plan Formulation, Review and Re-formulation:** This consists of a written Individual Care Plan within seven days of admission, an Individual Care Plan Review every ninety days to review the progress of the student's goals and objectives and the Re-formulation of a new Care Plan after one year. Participants include the student, Human Services Professional, parent/guardian, PO/ISO and any other significant person(s) to assist with the development and review of the Care Plans. The Care Plan includes the student's strengths and skills, presenting problem, long term goal, discharge time frame, short term goals, intervention methods and frequencies, criteria for achievement and target dates.
- **Intake Assessment and Re-assessments:** This refers to the systematic processes of collecting and analyzing data pertinent to the student's mental health, behavior, strengths, and current problem(s)/need(s). Information shall be obtained through interviews, observations, discussions with service providers and/or the review of previous treatment records. It is an on-going process throughout the duration of stay in the program.
- **Journals:** Students are provided journals to reflect on and collect and focus their thoughts and day-to-day personal experiences. Students determine when they choose to journal and process the experience with their Human Services Professional.
- **Transition Board Meetings:** This meeting is held one time each week. Requirements to transition to the next phase include two (2) weeks of gold cards, no disrespect to staff members or peers, no fights, no profanity, and completion of the expectations of the student's current Phase. The Transition Board members will determine if the student will transition to the next phase based on feedback from all staff members, the student's response to questions about his program status and his ability to accomplish the expectations.

Program Design

Camp Aspen is a community-based program that teaches discipline, accountability, and responsibility in the context of a community justice model. The program uses experiential programming, a cognitive-behavioral approach to treatment, and a comprehensive educational curriculum that includes vocational/work experience to address criminal behavior. Students are immersed in a highly structured, regimented daily schedule that includes psychosocial and psycho-educational curriculum, individual and group sessions, family involvement, and aftercare services.

The program is divided into five specific phases: *Uncovering, Discovering, Recovering I, Recovering II-V and Aftercare*. All phases except Aftercare are completed on campus. Aftercare is provided when the student returns to his community. The length of the student's program is determined by his individual criteria, inclusive of his court order. Program success is based on his ability to meet the goals of his Individualized Care Plan.

I. UNCOVERING PHASE – Two Week Duration (Minimum)

UNCOVERING PHASE		
PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES
This phase will facilitate the student's adjustment to the community and will focus on discipline, orderliness, acceptance of alcohol and/or drug problem, and a need to alter unmanageable lifestyles.	<ol style="list-style-type: none"> Develop the Individualized Care Plan Complete a time line of the student's alcohol and other substance use Demonstrate personal and community responsibility (earn two (2) weeks gold cards) Complete a paper of the student's life history Recite and demonstrate use of the first eight "Basic Social Skills" Complete Step One in the "Chemical Dependency Workbook" and "Substance Abuse Workbook" Complete "Why Am I Here?" workbook. Attend weekly NA meetings 	<ol style="list-style-type: none"> Supervised telephone call to parent/guardian Approved personal items sent by the parent/guardian

II. DISCOVERING PHASE – Four Week Duration (Minimum)

DISCOVERING PHASE		
PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES
This phase will provide increased education and services regarding Care plan topics, inclusive of substance use, behavior management skills, and family relationships and will focus on the student's ability to accept accountability and	<ol style="list-style-type: none"> Minimum of weekly review of the Individualized Care Plan Continue to demonstrate personal and community responsibility Recite and demonstrate use of the next eight "Basic Social Skills" Complete a journal on "Thinking Errors". Complete (5) five hours of community 	<ol style="list-style-type: none"> Parent/Guardian visit one hour and forty five minutes Supervised telephone call to parent/guardian Approved family photos (2) Approved personal

DISCOVERING PHASE		
PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES
responsibility for his actions.	service 6. Complete a Family Genogram 7. Attend weekly NA meetings	hygiene products 5. Approved off-campus activities.

III. RECOVERING I PHASE – Four Week Duration (Minimum)

RECOVERING I PHASE		
PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES
<p>This phase will provide continued education and reinforcement in substance use and skill development; with an emphasis on the student's ability in demonstrate leadership skills. This focus will be to develop a realistic and supportive Relapse Prevention Plan and an Aftercare Plan that will assist the student to successfully transitioning to the community.</p>	<ol style="list-style-type: none"> 1. Minimum of weekly review of the Individualized Care Plan 2. Continue to demonstrate personal and community responsibility. 3. Recite and demonstrate use of the next eight "Basic Social Skills" 4. Continue to demonstrate that the student does not engage in the "Seventeen Thinking Errors" 5. Complete an additional five (5) hours of community service 6. Demonstrate leadership skills 7. Facilitate a group session 8. Develop a Relapse Prevention Plan that includes My AfterCare Plan, Discharge Plans and Eco Map. 9. Complete a "Values for Responsible Living" journal. 10. Complete an assignment on "Covey's Habits". 11. The student and his parent/guardian will negotiate a plan of expectations for when he returns home by completing a "Family Rules contract". 12. Attend weekly NA meetings 	<ol style="list-style-type: none"> 1. Parent/Guardian, Siblings & Grandparents visit with approved food items (90 minutes) one hour and forty five minutes 2. Supervised telephone call to Parent/Guardian 3. On-campus movie omit 4. Towel (1) and face cloths (2) from home (total amount) omit 5. Approved family photos (2 additional: 4 total) 6. 1 pair of pants (fitted at the waist; to be worn after school hours) 7. Approved off-campus activities 8. Radio and headphones

IV. RECOVERING II - V PHASE – Three Month Duration (Minimum)

RECOVERING II PHASE		
PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES
This phase will continue to emphasize leadership skills and to finalize Aftercare and Discharge plans.	<ol style="list-style-type: none"> 1. Review Individualized Care Plan 2. Continue to demonstrate personal and community responsibility 3. Continue to use all "Basic Social Skills" 4. Continue to use the Covey's "Seven Habits of Highly Effective People" 5. Continue to demonstrate that the student does not engage in the "Seventeen Thinking Errors" 6. Continue to demonstrate leadership skills 7. Finalize Discharge Plans 8. Finalize Aftercare Plans 	<ol style="list-style-type: none"> 1. Parent/Guardian, Siblings & Grandparents visit with approved food items one hour and forty five minutes 2. Supervised telephone call to Parent/Guardian 3. Approved family photos (4) 4. Approved off-campus activities 5. Radio and headphones

V. AFTERCARE PHASE

AFTERCARE PHASE		
PURPOSE OF THIS PHASE	DESCRIPTION	STRUCTURE
This phase will ensure continuity of support and services from the program to the community.	<p>After leaving the program, Camp Aspen staff will provide aftercare for three months or until the conclusion of parole, whichever occurs first. Services will include, but are not be limited to, the use of telephone communication, "in-person" visits, school and employment site monitoring, and intermittent spot checks to confirm compliance with parole and expectations.</p> <p>Documentation of contacts will be provided to the South Carolina Department of Juvenile Justice (DJJ) Community Specialist within three days of the contact. Should the juvenile violate the terms of the parole, the Community Specialist must be notified immediately or the next working day. [] []</p>	<p>During the first month after returning home, contact will be made weekly. At least two of these will be in-person visits and shall include relevant family or community members. During the second month after returning home, three contacts will be made.</p> <p>At least two contacts will be in person contacts. During the third month after returning home, two contacts will be accomplished. At least one contact will be an in person visit. []</p>

Camp Aspen's Education Program

Camp Aspen has an on-site education program that consists of an integrated curriculum that includes basic educational requirements, special education, GED programming, and an Innovative Program Proposal to incorporate the A+nyWhere Learning System (A+LS). Each of the aforementioned educational components are transferable to an individual's home school through the coordinated effort of Camp Aspen, the SC Department of Juvenile Justice, and the SC Department of Education. The education program complies with guidelines and requirements outlined by the State Department of education. All of the current teachers at Camp Aspen are certified in at least one or more of the following subjects: math, science, social studies, English, and special education.

Camp Aspen's students participate in a daily school schedule of six classes (thirty hours per week), **each class has a one-to-twelve (1:12) teacher-to-student ratio**. Additionally, each classroom has a **residential instructor providing a one-to-eight (1:8) staff-to-student ratio**. Camp Aspen's teachers are all certified by the South Carolina Department of Education. Areas of teacher certification include:

- Special Education
- Middle School Social Studies
- English
- Middle School Mathematics
- Middle School Language Arts
- Elementary, Early Childhood, and Secondary Guidance

Each full-time teacher is required to complete 37.5 hours of professional development annually.

Camp Aspen's Education Director and DJJ's Special Education department work together to ensure that each special needs student receives his support services. Records for each special needs student are maintained on site. All testing is conducted at Camp Aspen. Any student who is identified as a special needs student receives an Individualized Education Plan (IEP) with all appropriate programming. Camp Aspen's Education Director, in

CAMP ASPEN WINS THE 2011 AMI HISTORY BOWL!

Camp Aspen just may have the smartest kids in their South Carolina group that participated in the American Marine Institute's kids History Bowl. A definite victory was confirmed by a landslide win by the young residents of Camp Aspen.

Marc Cohen, Educational Director, led the team of four students as their captain as they competed against seven other teams in a question and answer format. The competition focused on South Carolina history, including names and dates of important events, as well as questions related to facts about the state of South Carolina (state song, state bird, etc.).

When the team arrived back at Camp Aspen, the entire camp of residents and staff were there to greet them with a cheer. The trophy awarded to them is now proudly on display in the lobby.

conjunction with the Special Education Department at the DJJ coordinates all services for each individual. Camp Aspen's Education Director and teachers trained in special education are knowledgeable of state and federal requirements associated with IEP implementation. Each special needs student receives accommodations and modifications in order to better serve his educational needs.

Any student who qualifies may be eligible to earn his GED while at Camp Aspen. Once the student takes and passes the Pre-GED, he is signed up for the official test, which is offered on the DJJ campus once every other month. Camp Aspen's students maintain one of the highest GED passing rates each year, as compared with all of the other DJJ educational facilities. **Currently, 84% of the students who have taken the GED in the 2013-2014 school year have earned their GED.**

Camp Aspen is especially proud of students who have achieved their GED and then continued on their educational path by taking the SAT test and **later enroll and be accepted to institutions of higher learning.** One former Camp Aspen student was even awarded a scholarship to Lander University. Several residents who have followed this same journey frequently keep in touch with Camp Aspen staff and students to provide motivation and thank the staff and Camp Aspen for their messages of encouragement.

In the past year, Camp Aspen has been included in an Innovative Program Proposal with several other DJJ schools to incorporate the A+nyWhere Learning System into its curriculum. A+LS is a comprehensive software program that provides students with credit deficiencies the opportunity to earn credits for high school classes. It is an ideal way for the facility to offer a more efficient way to improve its instructional process and a means for each student to enhance his chances to earn his high school diploma.

Additionally, Camp Aspen receives Title I funding and is currently meeting all of the state and federal regulations required by these departments.

Aftercare/Follow-up Program

Aftercare planning begins upon admission and continues throughout the program. The key to aftercare planning is effective Care Plan development. The elements of the program will adhere to are:

- Accurate assessments and clarification
- Thorough Care Plan development
- Appropriate mix of surveillance and service
- Incentives and consequences
- Brokerage and linkages

Camp Aspen utilizes an aftercare plan that involves the following underlying principles:

- Progressively greater freedoms
- Increase in community interaction and involvement
- Extensive work with community support systems
- Development of new resources and opportunities
- Monitoring and testing

Experience has shown that aftercare services can greatly enhance success in the community, and proficient Care Plan development is the cornerstone of this process. It is the responsibility of the Human Services Professionals to develop a Care Plan that includes aftercare planning, service needs, and family services in the community. The Human Services Professional will gather feedback and suggestions from the Care Plan Review team members, the student, and family and appropriate personnel from the Department of Juvenile Justice when developing the Individual Care Plan.

All services that may assist the student in remaining crime free will be utilized. Appropriate levels of supervision required upon discharge will be included, and graduated sanctions developed in concert with the Community Specialist/Parole Office will be determined. Camp Aspen will employ a Human Services Professional who will have the responsibility of managing aftercare service from the facility and coordinating with the local Community Specialist/Parole Officer and the community. CEC understands the importance of aftercare programs and will make every effort to coordinate all plans in conjunction with the Department of Juvenile Justice staff and local providers.

Prior to completion of the program, the Human Services Professional will meet with or telephone the Community Specialist/Parole Officer to discuss the student's progress in the program, review remaining individual needs, and discuss tentative plans. The program and the Community Specialist/Probation Officer need to articulate appropriate interventions for the student upon his return to the community. The program will give clear recommendations for post-discharge services and a comprehensive accounting of the student's progress in the program. The Human Services Professional will develop the aftercare plan following feedback and suggestions from the student, the family, and the Community Specialist/Probation Officer. The aftercare plan will include all required services, as well as monitoring system and graduated sanctions.

The program will arrange for a variety of community interventions to include the following:

- Restitution agreements
- Mentoring

- Leisure/recreation plans
- Tracking services
- Drug screens
- Employment Preparation
- Living arrangements
- School
- Outpatient counseling

Many communities do not have all the services required for aftercare planning. Camp Aspen will work with individual communities to develop creative alternatives to basic services.

The program will also give ample notice of discharge to the Community Specialist/Probation Officer. After leaving the program, Camp Aspen staff will provide three months of aftercare or until the conclusion of parole, whichever occurs first. Services will include, but not be limited to, the use of telephone communication and "in-person" visits.

E. Medical and Dental Services

Camp Aspen currently employs one Health Care Coordinator to address and monitor the medical and psychopharmacological needs of the students. A written agreement has been developed with a local pediatrician to provide medical/prescription services and/or referrals to an appropriate medical specialist. Prescription medication is provided through an agreement with a local pharmacy. Other agreements have been developed to cover medical emergencies include psychiatric and dental emergencies. Current medication records are maintained in a double-locked file cabinet in each dorm. After an end of the month audit, the medication records are filed in the student's Service Delivery Record. All other medical information is also maintained in the student's Service Delivery Record.

Additionally, all staff whose duties include supervision of students will be required to have training in First Aid and CPR within 90 days of employment and to remain certified while employed at the facility. Training is also provided to all eligible staff who ensure the student receives medication.

CEC understands and agrees to comply with all other provisions outlined in ***Section E. Medical and Dental Services.***

EMPLOYMENT PREPARATION

In Fall 2013, Camp Aspen hosted the Governor and the Department of Juvenile Justice for the JRTC Grand Opening. Ten Camp Aspen students participated in a class and prepped to answer questions about their experiences at Camp Aspen. Students received certificates for the session "*Tackling the Tough Skills: Attitude.*" This group engaged in the other four courses in this series in the weeks following the grand opening.

F. Food Services

Camp Aspen currently employs a Food Service Manager (1 FTE) who is responsible for ensuring that all meals served will be in compliance with the 1989 Recommended Daily Allowance for meals as established by the National Academy of Sciences, and meet all Federal guidelines for the National Breakfast and Lunch Program. Kitchen staff, under the direction of the Food Service Manager, prepares and serves nutritionally balanced, well-planned meals from a 4-week cycle menu, including an evening snack that has been approved by a Registered Dietitian. The daily menu ensures students meals range from 3,250 to 3,500 calories. All meals are prepared and served in a manner that meets all health and safety codes.

Special Diets, Religious and Medical - Camp Aspen provides, at no additional cost, religious or medical diets conforming to special religious or physician-ordered specifications. Although rare, they could include weight reduction, weight gain, or a variety of other medical specifications. Diabetic conditions may require restricted diets as dictated by specific medications prescribed. Once approved by a registered dietician, CEC/Camp Aspen shall submit the menu for the following month to the Department of Juvenile Justice’s Dietary Program Manager for approval. Sample 4-week cycle menus are attached below and on the following pages:

SAMPLE WEEKLY MENU - WEEK 1

Meals	Breakfast	Lunch	Supper
SAT 07.20	Pancakes, Beef Sausage Fruit, Milk	Chopped BBQ Sand., Baked Beans, Corn Fruit, Milk	Shepards Pie W/Cheese Bread Slice
SUN 07.21	Oatmeal, Sausage Patties, Toast Fruit, Milk	Fish Sand., Chips, Tossed Salad Fruit, Milk	Meatloaf, Garden Blend Rice, Mixed Veg Bread Slice
MON 07.22	Bacon, Eggs, Hash Browns Juice, Milk	Baked Chicken, Rice, Collard Greens Fruit, Milk	Sliced Ham, Stuffing, Mixed Veg. Bread Slice
TUES 07.23	Oatmeal, Sausage Links, Toast Fruit, Milk	Roger Woods, Pot. Wedgess, Tossed Salad Fruit, Milk	Pork Chops, Rice, Green Beans Bread Slice
WED 07.24	Sausage Patties W/Biscuits & Gravy, Eggs Juice, Milk	Meatball Subs, Noodles W/Marinara Green Beans, Fruit, Milk	Country Fried Steak, Mash Pot., Spinach Bread Slice
THUR 07.25	Beef Sausage, Cheese Grits, Toast Juice, Milk	Cajun Chicken Salad, Ritz Crackers, Pastries Fruit, Milk	Turkey Casserole, Corn Bread Slice
FRI 07.26	Bagels W/Cream Cheese, Sausage Links, Yogurt, Granola, Juice, Milk	Burritos, Spanish Rice, Pinto Beans Fruit, Milk	Spaghetti, Green Beans Bread Slice

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SAMPLE WEEKLY MENU - WEEK 2

Meals	Breakfast	Lunch	Supper
SAT 07.06	French Toast, Sausage Links Fruit, Milk	Chicken Sand., Mac & Cheese Bites, Corn Fruit, Milk	Ravioli W/Cheese, Sweet Peas Bread Slice
SUN 07.07	Cereal, Yogurt, Donuts Fruit, Milk	Chicken Sticks, Chips, Sweet Peas Fruit, Milk	Country Fried Steak, Wild Rice, Spinach Bread Slice
MON 07.08	Bacon, Eggs, Hash Browns Juice, Milk	Baked Ziti, Garlic Bread, Green Beans Fruit, Milk	Spaghetti, Green Beans Bread Slice
TUES 07.09	Oatmeal, Sausage Links, Toast Fruit, Milk	Smothered Chicken Mashed Pot., Sweet Peas Fruit, Milk	Chessey Beef & Mac, Green Beans Bread Slice
WED 07.10	Sausage Patties W/Biscuits & Gravy, Eggs Juice, Milk	Mexican Lasagne, Corn Chips, Tossed Salad Fruit, Milk	BBQ Chicken, Cheese Pot, Mixed Veg Bread Slice
THUR 07.11	Beef Sausage, Cheese Grits, Toast Granola, Yogurt, Juice, Milk	CheeseSteak, Fries, Green Beans Fruit, Milk	Italian Sausage, Stewed Tom. W/Corn, Rice Bread Slice
FRI 07.12	Chicken Biscuit, Hash Browns, Eggs Hash Browns, Juice, Milk	Chicken Parm, Noodles W/Marinara Fruit, Milk	Spiral Ham, Rice, Collard Greens Bread Slice

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SAMPLE WEEKLY MENU - WEEK 3

Meals	Breakfast	Lunch	Supper
SAT 03.01	Oatmeal, Sausage Links, Toast Fruit, Milk	Chicken Sand. Chips, Granola, Lettuce Tom. Fruit, Milk	Spiral Ham, Stuffing, Green Beans Bread Slice
SUN 03.02	Grits, Sausage Patties, Toast Fruit, Milk	Cheeseburgers, Fries, Lettuce Tom. Tom, Fruit, Milk	Beef Stew W/ Veg., Rice Bread Slice
MON 03.03	Fried Bologna, Hash Brown Eggs Fruit, Milk	Open Faced Turkey Mashed Pot., Corn Fruit, Milk	Turkey Casserole, Sweet Peas Bread Slice
TUES 03.04	Oatmeal, Sausage Links, Toast Fruit, Milk	Meatball Subs, Noodles W/Marinara, Veg Fruit, Milk	Baked Chicken, Rice, Broccoli Bread Slice
WED 03.05	Bacon, Eggs, Grits Fruit, Milk	Baked Chicken, Cheese Pot., Broccoli Lettuce/Tom., Fruit, Milk	Pork Chops, Mashed Pot., Green Beans Bread Slice
THUR 03.06	Grits, Beef Sausage, . Toast Hash Brown, Juice, Milk	Tacos, Spanish Rice, Pinto Beans Fruit, Milk	Cheesy Turkey Ham., Mixed Veg. Bread Slice
FR. 03.07	Biscuits & Gravy, Bacon, Eggs Fruit, Milk	Tuna Subs, Chips, Cookies Lettuce Tom. Fruit, Milk	Spaghetti, Sweet Peas Bread Slice

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SAMPLE WEEKLY MENU - WEEK 4

Meals	Breakfast	Lunch	Supper
SAT 04.26	Oatmeal, Sausage Links, Toast Fruit, Milk	Turkey & Cheese, Chips, Cookies, Lettuce Fruit, Milk	Salisbury Steak, Mashed Pot., Green Beans Bread Slice
SUN 04.27	Pancakes, Sausage Patties, Toast Fruit, Milk	Tacos Spanish Rice Pinto Beans Tom, Fruit, Milk	Vegetable Beef Stew Over Rice Bread Slice
MON 04.28	Grits, Eggs, Sausages Fruit, Milk	Sweet & Sour Pork, Egg Rolls, Asian Rice Fruit, Milk	Chessey Turkey Ham, Broccoli Bread Slice
TUES 04.29	Oatmeal, Sausage Links, Toast Fruit, Milk	BBQ Chicken, Cheese Pot., Corn Fruit, Milk	Meatballs, Mashed Pot., Sweet Peas Bread Slice
WED 04.30	Bagels W/Cream Cheese, Sausage, Donuts Fruit, Milk	Homemade Pizza Tossed Salad Lettuce/Tom., Fruit, Milk	Turkey Casserole, Mexed Veg. Bread Slice
THUR 05.01	Sausage & Egg on English Muffin, Hash Brown Juice, Milk	CheeseSteak, Loaded Pot., Mexed Veg. Fruit, Milk	Kelbasa & Pot., Corn Bread Slice
FRI 05.02	Biscuits W/Gravy, Eggs, Sausage Pattie Fruit, Milk	Fried Fish Pot. Wedges Fruit, Milk	Baked Chicken, Stuffing, Lima Beans Bread Slice

MENUS ARE SUBJECT TO CHANGE

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G. Prison Rape Elimination Act (PREA) Standards

CEC and Camp Aspen have adopted and currently comply with the Federal Prison Rape Elimination Act (PREA) Standards in regards to any juvenile transferred by SCDJJ to the program. CEC will ensure that all our employees and other agency employees, entities or contractors who directly supervise transferred juveniles are oriented and trained on their responsibilities related to PREA prior to allowing those employees to have contact with any youth at Camp Aspen.

Upon admission to Camp Aspen, each student reads and signs an information sheet on “Preventing and Reporting Sexual Harassment, Sexual Misconduct and Sexual Assault/Rape” and receive instructions that Camp Aspen has a “No Touch Policy” for the safety of all students.

B. ADMINISTRATIVE AND FINANCIAL CAPABILITY

Community Education Centers (CEC) Inc. is the largest provider of re-entry and in-prison treatment services in the United States. Established in 1996 as a private for-profit company, CEC offers cost-effective and evidence-based treatment services, with a focus on substance abuse treatment, for criminal justice populations, including juveniles. The residential reentry programs that CEC operates on behalf of state, federal, and county agencies have been shown to reduce recidivism and been recognized as valuable alternatives to more expensive forms of incarceration. With the acquisition of CiviGenics in May 2007, CEC expanded its service offerings to include in-prison treatment and jail management. This rendered CEC one of the few organizations in the field with extensive experience in both substance abuse treatment and custody operations.

Headquartered in New Jersey, CEC operates facilities and programs in 80 locations across 17 states and the Commonwealth of Bermuda, employing more than 4,000 individuals. CEC provides services under contract to county, state, and federal government agencies.

CEC's solid financial position has allowed the company to broaden its capabilities. Although CEC is best known as a provider of correctional treatment services designed to prepare offenders for a successful reentry into the community, CEC also has extensive experience renovating buildings and designing, constructing, and operating correctional facilities.

1. Financial Assurance

On-site fiscal accounting at Camp Aspen is limited to the maintenance of a petty cash account for incidental program expenditures. A general ledger that conforms to the specifications of CEC's corporate bookkeeping requirements. Petty cash and the general ledger are kept in a lockbox and in a locked file cabinet in the program's administrative office. All other accounting activities are processed through and administered at CEC's corporate office. CEC's financial management staff includes a Chief Financial Officer who oversees the financial analysts, operational finance, and accounts payable/receivable departments. All are staffed by appropriately qualified and credentialed personnel. Corporate accounting policy and procedures are maintained at the company's New Jersey headquarters and made available to program staff.

Additionally, CEC engages the services of an independent auditing firm whose CPA-credentialed staff prepare annual reports, including consolidated financial statements according to standard accounting procedures. These will be made available to the contract administrator as necessary. CEC has included a copy of our Independent Auditor's Report Statement (the cover letter to the audit report) from 2013 on the following page for reference as required by the RFP.



Report of Independent Auditors

To the Board of Directors and Stockholders of
Community Education Centers, Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of stockholders' equity and comprehensive income (loss) and of cash flows present fairly, in all material respects, the financial position of Community Education Centers, Inc. and its subsidiaries (the "Company") at December 31, 2011 and 2010, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.



January 18, 2013

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*PricewaterhouseCoopers LLP, 400 Campus Drive, Florham Park, NJ 07932
T: (973) 236 4000, F: (973) 236 5000, www.pwc.com/us*

2. *Staff Capability*

Program Staffing

Camp Aspen uses a variety of programs and approaches to bring about positive changes in youth. Staff play a key role in this process. Although specific treatment approaches are important, CEC believes that developing positive and healthy adult and youth relationships is crucial to any corrective experience. Therefore, in selecting staff, CEC looks for individuals who are capable of developing genuine and positive interactions in a role modeling or mentoring relationship. Without this much-needed guidance and support youths are bereft of models for recovery from alcohol and drug abuse.

CEC endorses the theory that discipline combined with care fosters positive relationships and leads to change. Therefore, CEC trains its staff to respect youth and to live and work in a manner that fosters trust with its students. CEC also believe that it is crucial to employ staff who have resolved their own alcohol and drug abuse issues and is confident enough to hold youth accountable for their actions without being punitive or abusive.

At Camp Aspen, CEC selects and trains individuals who:

- ✓ Value relationships with the youth and recognize that these relationships form the cornerstone of the program
- ✓ Understand the serious nature and purpose of our program
- ✓ Recognize the cognitive-behavioral correctional program and the importance of the program's mission
- ✓ Interact effectively with youth and their families while being purposeful, courteous and direct in all of their actions
- ✓ Focus on the student's and family's strengths, interests, values, and needs

The Camp Aspen program is overseen by the Program Director who directly supervises the Deputy Director of Treatment, the Deputy Director of Operations, Education Director, and Office Manager. The Program Director has primary responsibility for the smooth and effective execution of the core program, as assisted by the Leadership Team.

CEC assures the Department that staffing patterns presented in our budget will meet and exceed staff-to-student ratios required by GCMS. The staff-to-student ratio will be a minimum of one HSP or non-HSP staff to eight students during program hours. During sleeping hours, all of the following conditions shall be met: 1) a minimum of two HSP or non-HSP staff will be present in each dorm and on-call staff will be available for emergencies, 2) a minimum ratio of one HSP or non-HSP staff to ten students will be maintained in each dorm.

Camp Aspen shall ensure appropriate involvement of the HSP in each resident's care. This involvement shall include an assessment, development and signature of the Individual Care Plan, as well as periodic re-confirmation of the necessity of services and the appropriateness of care.

Service components of the program shall be rendered by the HSP or by staff under the supervision of the HSP. The following standards will be met: 1) The HSP will meet the professional standards as defined by the Finance Commission, 2) The non-HSP shall have the appropriate training to ensure that services are rendered in accordance with acceptable clinical practice, and 3) The staff will be engaged in client-centered activities during program hours.

Therapeutic services shall be provided by or directly supervised by the HSP. The HSP has a dual responsibility: supervising the performance of the non-HSP staff; and evaluating, assessing, and treating students who are receiving services.

The HSP shall be available for supervision and consultation during program hours. The HSP must spend a minimum of 40 hours per week on-site at the program. Those hours must normally be scheduled at a time the residents are expected to be awake, and the HSP must spend a portion of his/her time observing and interacting with them. This will ensure that youth are receiving services in a safe, efficient manner according to accepted standards of clinical practice. Also, the HSP shall meet at least every other week with non-HSP staff either individually or in groups to discuss specific resident's cases in order to monitor his behavioral, psychological, and psychosocial development. This meeting will be documented in the weekly Progress Summary Notes.

The Administrator/Program Director will directly supervise the Leadership Team, which consists of the following: Deputy Director of Treatment, Deputy Director of Operations, Education Director, and Office Manager.

Camp Aspen recognizes the need to exceed the minimum requirement guidelines for direct care staff. It is CEC's experience that the "minor" offenders are as frequently prone to disruptive acting out behaviors as are more serious offenders and therefore require as much attention. To ensure students receive adequate attention and are exposed to positive role models, Camp Aspen maintains a high staff-to-student ratio. This also helps prevent staff "burnout", which would place the program at risk for strained staff and client relationships. The Camp Aspen program is relationship based and, although more costly, can produce greater security and student progress.

Camp Aspen uses a three eight-hour shift model for direct care staff (non-HSP). Night staff are employed on third-shift and staffed with a minimum of four night instructors. Human Services Professionals and other professional staff work an eight-hour shift that coincides with the business hours of most referring agencies. HSPs are available for crisis stabilization 24 hours a day, seven days a week.

Interns and Volunteers

An intern or volunteer is an unpaid individual who is not employed by the facility and who is scheduled to work on an “as needed” basis. Camp Aspen elicits involvement from private citizens and students from academic institutions, where feasible, to enhance and expand the services and programs offered to the students. The use of volunteers and interns permits increased personal contact for the students, broadens community resources for the program, increases public awareness of the juvenile justice system, and develops management skills among staff.

Multi-Disciplinary Team Approach

The program uses a team approach to delivering services. Students are assigned to an HSP who has no more than 12 students in his or her caseload. The Multi-Disciplinary Team will consist of the following staff:

- Human Services Professional
- Education Director or education team representative/designee
- Deputy Director of Treatment (oversees Clinical Staff and Health Care Coordinator)
- Instructor(s)

The multi-disciplinary team will be led by the Deputy Director of Treatment who will have the responsibility to ensure that all Human Services Professionals plan and implement each student’s Individualized Care Plan and that all documentation is in compliance with state, federal, and agency requirements.

Program Goals:

The primary mission of Camp Aspen is to provide a powerful experience that addresses criminal behavior, personal accountability, and the therapeutic needs of male adolescents. Camp Aspen is dedicated to returning students to their families and the community with a heightened awareness of personal integrity, diminished defiant behavior, improved social functioning, and enhanced life skills. Overall goals are to:

1. Reduce recidivism
2. Increase vocational goals and abilities
3. Increase academic goals and performance

4. Address those behavioral disorders, emotional problems, or actions that resulted in placement
5. Provide individual, group and family sessions
6. Assist students in finding jobs upon completion of the program when appropriate
7. Provide community and volunteer services
8. Assist the student with reparation to the victim and/or community harmed

Key Personnel

Mr. Steve Tomlin, Vice President, Eastern Region. With over 20 years of experience in the fields of substance abuse, reentry and criminality. Mr. Tomlin is a national leader in Re-entry Services. An experienced authority on clinical and operational oversight, his current regional responsibilities include over 40 sites with a service capacity of 14,000 individuals. A content expert on facility start-up and program design, he has lead activations and transitions of both acquired and merged entities. In addition, he serves as governmental liaison, working with local and national leaders shaping public policy on issues confronting the criminal justice system.

Key members of the Camp Aspen program include the following:

Ms. Erin Moffitt, Program Director

Ms. Maria Speaks, Deputy Director of Treatment

Mr. Marc Cohen, Education Director

Mr. Glen Savage, Deputy Director of Operations

Resumes of all of the above personnel are included for your reference as **Exhibit 1 – Camp Aspen Resumes**. We have also included resumes for our Health Service Professionals (HSPs) within this exhibit.

Additionally, a facility organizational chart and job descriptions for the key personnel positions at Camp Aspen have been included as **Exhibit 2 – Camp Aspen Staffing**.

Key Corporate Personnel

Key members of the CEC corporate management staff have many years of experience in the areas of addiction treatment and correctional rehabilitation and are listed below.



CEC has a Board of Directors that approves company-wide management and operational procedures. The **Chairman/CEO, John J. Clancy**, oversees operations and delegates authority to individuals to ensure effective facility management, including contract compliance, security and treatment. Mr. Clancy has more than 32 years of experience in the corrections field. He oversees all of CEC's operations in order to ensure effective facility management, including contract compliance, security, and treatment. He is experienced in all phases of social service, education, and health care program development, implementation, funding mechanisms, budget supervision, staff evaluation, and supervision.

Mr. Clancy has held more than a dozen offices for various organizations and has been selected for more than 30 community service awards, including the 1999 Ernst & Young's "Entrepreneur of the Year" Award and the 1999 "Award of the Nineties" from the National Council on Alcohol and Drug Dependence for his pioneering work with drug-affected offenders.



Michael Hellriegel, Chief Financial Officer, has over 30 years of experience in service industries, fifteen of which he has served as CFO of both public and private international companies. He has extensive experience in strategic planning, SEC reporting, mergers and acquisitions, and financial and operational restructuring. Prior to joining CEC, Mr. Hellriegel served as the Chief Financial Officer of Kroll, Inc., a global leader in risk consulting, providing investigative, intelligence, financial, security and technology services to organizations in 31 countries. Mr. Hellriegel joined Kroll, Inc. in 2004, after twenty-one years of service to Butler International Inc., an international business services organization providing staffing, outsourcing and consulting services. While at Butler International Inc., he served as Chief Financial Officer and other roles, including Controller, Director of Financial Analysis and Reporting and Manager of Financial Operations. Prior to joining Butler International Inc., Mr. Hellriegel served in various financial reporting and auditing functions with The Coca-Cola Bottling Co. of New York, Inc. Mr. Hellriegel holds a Master of Business Administration degree from Farleigh Dickinson University and a Master of Science in Strategic Communications from Columbia University. He earned his bachelor's degree in Accounting from St. Peter's College.



Robert Mackey, PhD, CADC, is Senior Vice President for Reentry Operations at Community Education Centers. With more than 30 years of experience, Dr. Mackey has provided therapeutic services to adult and juvenile offenders in public and private sector operations. He is a Licensed Psychologist and Clinical Alcohol & Drug Counselor and has also served as a law enforcement officer.

Dr. Mackey has served on numerous Advisory Commissions including the NJ Supreme Court Advisory Board for Domestic Violence, the NJ Department of Education, and Ocean County College Veteran's Advisory



Committee. He is also a certified Alcohol and Drug Counselor and a Domestic Violence Specialist. Dr. Mackey has overseen CEC's outcome-based research efforts which have shown significant reductions in recidivism for participants in CEC's reentry programs. Dr. Mackey is a graduate of Trenton State College, where he received his BA in Psychology. He is also a graduate of Seton Hall University where he earned a MA in numerous technical assistance and training initiatives for correctional treatment programs in the United States and abroad. Mr. Elder recently had the opportunity to present at Illinois Alcohol and Other Drug Abuse Professional Certification Association's (IAODAPCA) Spring 2011 Conference.

Dr. Mackey is an expert in all facets of CBT program delivery, having designed and delivered nationwide state-of-the-art trainings to clinical professionals. As the leader of the CEC Research Team, (including: Ralph Fretz, Ph.D, CEC Director of Assessment; Louis Barretti, CEC Director of Family Services; and Angela Mims, Ed.D, CEC Director of Women's Services)



Steve Tomlin, MHS, CAC, CCS, Vice President, Eastern Region. With over 20 years of experience in the fields of substance abuse, reentry and criminality. Mr. Tomlin is a national leader in Re-entry Services. An experienced authority on clinical and operational oversight, his current regional responsibilities include over 40 sites with a service capacity of 14,000 individuals. A content expert on facility start-up and program design, he has lead activations and transitions of both acquired and merged entities. In addition, he serves as governmental liaison, working with local

and national leaders shaping public policy on issues confronting the criminal justice system. Professional affiliations include; ACA, CAMA, APPA, MASCA, PAPPC, DASPOP, and National Association of Alcoholism and Drug Abuse Counselors (NAADAC). He also served as a charter Board Member of both PAADAAC and CAMA-PA. He is a PA Board Certified Chemical Addiction Counselor and Certified Clinical Supervisor.



Ms. Marlene Riordan, Vice President, CEC Healthcare Services. Ms. Riordan has over 30 years of experience as a health service administrator in various health care settings with expertise in licensing and accreditation. She has an extensive background in strategic planning, operations, program development, managed-care, marketing and referral development. Ms. Riordan also has comprehensive knowledge of quality management principles and is certified as a health care quality professional. She is responsible for the administrative and operational oversight of each medical department within various CEC-operated facilities. Prior to joining CEC, Ms. Riordan held management positions with Mount Carmel Guild Behavioral

Health System in New Jersey, Health Insurance Plan of New Jersey, Northeast Recovery Centers and Fair Oaks Hospital in Summit. Ms. Riordan holds a Master's of Public Administration degree with a Certificate in Health Services Administration from Fairleigh Dickinson University and a Bachelor's degree in Nursing from Seton Hall University.

Ms. Riordan is a Registered Nurse in New Jersey and Pennsylvania, and is a Certified Professional in Healthcare Quality (CPHQ) and Certified Correctional Health Professional (CCHP). She earned a MPA degree in Health Services Administration, Fairleigh Dickinson University and a BSN at Seton Hall University.

Resumes for corporate personnel have been included as **Exhibit 3 – Corporate Resumes**.

3. History and Background

Community Education Centers is the largest provider of reentry and in-prison treatment services in the United States. Established in 1996, as a private for-profit company, CEC offers high quality, cost-effective and evidence-based treatment services and proven programs that have been shown to reduce recidivism. CEC provides services under contract to county, state, and federal government agencies.

CEC provides residential and nonresidential reentry programs, in-prison treatment services, and jail management services. Within these settings, CEC offers a full range of services including comprehensive assessment, therapeutic communities, parole and probation violator programs, work-release centers, juvenile programs, day reporting, and drug and alcohol screening and treatment, medical services, outpatient treatment, and electronic monitoring services. All of CEC's facilities provide transition along a continuum of care—from prison to community.

CEC houses and treats program participants in a humane and dignified fashion. The respect shown to offenders encourages them to practice appropriate social behaviors. All of CEC's employees therefore function as teachers to some extent and are the cornerstones of the company's programs and services. CEC provides sound clinical care while offering communities and government contracting agencies the comfort of knowing that facilities are staffed with security-trained employees. All of CEC's employees, regardless of professional training, are committed to creating and maintaining an environment where attitudes and approaches to life are changed.

Each CEC program is designed to meet the needs of the referring agency as well as the needs of the individuals referred. CEC contracts with state and federal government agencies to provide these services to populations in facilities as large as 1,883 beds. Each CEC facility is designed to provide structured programming with a focus on substance abuse treatment and education and changing criminal behaviors. Additional services offered at CEC's residential reentry facilities include comprehensive assessment, individual and group counseling, life-skills training, and aftercare. Ultimately, each CEC program helps prepare residents to successfully reintegrate into their communities.

CEC traces its origins to an addiction treatment facility known as the "The Harbor", which opened in Hoboken in 1983. In 1994, The Harbor was closed as a private rehabilitation center and was re-opened to 152 minimum-security inmates. The Harbor was to be the first of many such facilities that specialized in re-entry programming for substance abuse-offenders. By 2006,

CEC had six Centers housing and treating criminal justice populations in the State of New Jersey with a combined capacity of 2,700 beds. CEC was simultaneously operating residential treatment sites in other states for an additional 3,300 offenders.

a. Previous Experience with Juvenile Offenders

Camp Aspen receives administrative and management services from their parent company, Community Education Centers (CEC), an assessment, care plan services and education provider headquartered in West Caldwell, New Jersey. Community Education Centers purchased Alternative Youth Adventures in 1999 and has operated the program and provided care plan services to juveniles ever since.

A specialized form of correctional intervention for court-referred youth, the Camp Aspen program offers innovative, low-cost alternatives to incarceration in secure care and juvenile detention centers. The Camp Aspen program was developed by mental health clinicians and professional rehabilitation therapists who had extensive backgrounds in outdoor programs in cooperation with correctional agencies in several western states. The program commenced in May of 1994 with an initial group of juvenile offenders from four participating states. The program was developed to provide a high impact intervention, which is designed to divert youth from a deeper involvement in the juvenile system.

The Camp Aspen program for adjudicated youth has a solid history of research-based development and drew heavily from “private sector” programs that have stood the test of time and careful scrutiny from parents and professionals throughout the United States. The resulting program for adjudicated youth is challenging, well structured, and addresses crucial educational and vocational needs of youth. The program is also designed to instill in youth a sense of responsibility to the community that to which they will return.

For specific information on each of these related programs, please see section 3.b below.

b. Related Programs

Therapeutic Community at IYC Harrisburg

In Harrisburg, Illinois, CEC currently operates two 32-bed Therapeutic Communities for juvenile males at IYC Harrisburg. One of the contracts is RSAT-funded, which has yielded invaluable experience with respect to RSAT-specific requirements, including program design and reporting.

Youths participate in the program for six to twelve months. CEC provides clinically managed, high intensity Therapeutic Communities focusing on reintegration into the greater community with particular emphasis on employment, education, relapse prevention, personal responsibility, and positive character change. New participants are assessed, and assessment results form the basis for individual treatment plans that identify expectations and objectives. In addition to group and individual counseling, youth participate in education, 12-step programs, relapse prevention, and other recovery focused services. Participant progress is reviewed at least every 30 days, with



the treatment plan updated accordingly. CEC also provides participants with linkages and referrals to Community Substance Abuse Treatment providers, depending on each youth's release or transfer date.

Past/Prior Experience with Juvenile Populations

Turbeville Addictions Treatment Unit, Turbeville Correctional Institution

Starting in 1998, CEC's wholly owned subsidiary, CiviGenics, held a contract with the South Carolina Department of Corrections to operate an in-prison Therapeutic Community residential program for 272 youthful offender males.

In a Therapeutic Community (TC) clients gradually learn to take responsibility for their actions; shed negative patterns of thinking, feeling and behavior that contributed to their drug use; and acquire positive social attitudes and behavior that can help them achieve a responsible drug-free lifestyle. The Therapeutic Community program participants include male inmates sentenced to the South Carolina Department of Corrections under the Youthful Offender Act (YOA), aged 17-25. The South Carolina Department of Corrections, which operates the Turbeville Correctional Institution, provides housing, care, and security for the program's residents. Treatment clients are housed in an existing dormitory at the institution, but separate from the general population.

The TC had a variable length of stay based on the individual's progress in the program. The length of stay in the residential program is 6 to 12 months. The program clients were split into two separate age groups with clients aged 17-21 housed in one side of the dormitory; clients aged 20-25 housed in the other side. This separation of program participants by age allowed the program provider to address the issues of delayed adolescence in the younger clients.

The Agency believed that inmates who are between 17-21 years of age require a more staff intensive environment which is specifically targeted toward cognitive development. In addition, there is a need for a program for those individuals who return to the Department of Corrections for violation for the conditions of their parole. The program was 90 days in duration. Participants included those with technical violations and those with new charges or who violated with positive drug screens. The curriculum emphasized behavior strategies with an emphasis on problem solving, life skills, criminal addictive thinking, release/reintegration, and aftercare preparation.

Both components of the program were directed at changing drug abusing and criminal behaviors of offenders with past records of substance abuse. At the same time, the program instilled the work, educational, vocational, and other skills necessary for the offender's successful re-entry into society. Other program components addressed the pervasive need of those offenders who previously successfully completed the Addiction Treatment Unit, but returned to the SC Department of Corrections. Programming models are evidenced-based practices relevant to managing Youthful Offenders in Adult Systems. Clients successfully completing the residential



program participated in continuing care upon return to the community at their local alcohol and drug abuse county commission. CEC no longer operates this program.

Therapeutic Community at IYC Pere Marquette

IYC-Pere Marquette is a Level 4 minimum-security female (formerly male) facility with an open campus and a bed capacity of 40. Placement criteria require that youth are low-escape risks who can demonstrate positive adjustment to an open facility and who meet the following criteria:

- Between 13 and 20 years of age
- Assessed with a substance abuse disorder requiring specialized treatment
- History of drug abuse/use prior to incarceration
- Treatment placement targeted to end of period of incarceration (minimum of 6 months prior to release).

The TC delivered specific interventions and coordinated continuing care that promotes abstinence from substances, medication management, relapse prevention, social responsibility, stabilization, and accountability. Treatment was gender specific and includes curriculum that addresses sexual/physical abuse, mental health, sexuality, self-esteem, creating healthy relationships and support systems, preventative health care, and education/training.

Interventions were designed to explore, examine, and challenge the offender's thoughts and attitudes that precede action. All programming was gender specific and incorporated the Missouri Model, which supports reliance on the treatment community as a therapeutic agent that reinforces appropriate social values and behaviors. CEC operated IYC Pere Marquette from October 2010 to 2012.

Rhode Island Training School for Youth

In Rhode Island, CEC operated a 24-bed RSAT TC program for male and female juveniles at the Rhode Island Training School for Youth. The program synthesized Therapeutic Community social learning, the Missouri model (e.g. codified norms of behavior, peer support, mutual help, movement through a system of treatment levels to correspond with demonstrated progress) and intensive cognitive-behavioral skills training. In addition, CEC provides aftercare services consisting of assessment, development of a formal aftercare plan, and skill building in organizational and behavioral/communication techniques (“Core Skills”) necessary to increase self-efficacy. CEC operated the Rhode Island Training School for Youth from 2010 to 2011.



c. **References**

James Murray
Director, Goodwill Employment First Program
2711 Colonial Drive
Columbia, SC 29201
803-318-3848 direct

Cole Fisher, Director of Operations
Habitat for Humanity, Midlands Restore
2814 Augusta Road
West Columbia, SC 29169
cfisher@habitatcsc.org
803-936-0088 direct

Meda Cobb
Superintendent of Education, retired
South Carolina Department of Juvenile Justice
803-920-3747 direct

4. *Start-up Time*

As the current provider for this project, Camp Aspen is able to continue operations without any disruption to the present population in the event that the contract for the program is renewed. Any new or amended provisions of the contract, including those pertaining to this RFP, will be implemented by July 1, 2014, or upon signing of the contract.

5. *Evaluations of Program Effectiveness and Outcomes*

CEC has included, as **Exhibit 4 – Program Effectiveness and Outcomes**, our most recent annual report summary from DJJ as an example demonstrating the efficacy of the Camp Aspen program.



C. PROGRAM COST AND BUDGET JUSTIFICATION

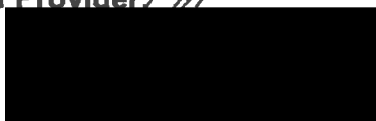
Please see separate sealed envelope and electronic proposal for Program Cost and written Budget Justification as per the RFP instructions. Please also see the separately tabbed section for RFP Attachment 7 – Signed Financial Report Form.

FINANCIAL REPORT

1. Provider Name and Address: Community Education Centers, Inc. 35 Fairfield Place West Caldwell, New Jersey 07006
2. Reporting Period: From: 08/01/2014 To: 07/31/2019
3. Site Location(s) covered by this report: Camp Aspen 5300 Broad River Road Columbia, South Carolina 29212
4. Provider Agency Owned by: Community Education Centers, Inc. 35 Fairfield Place West Caldwell, New Jersey 07006
5. Type of Control (check one): Private for Profit (<input checked="" type="checkbox"/>) Private Non Profit (<input type="checkbox"/>)

CERTIFICATION BY OFFICER OR ADMINISTRATOR OF PROVIDER

I do solemnly swear (or affirm) that I have examined the information contained in this report; that all such information has been prepared from the books and records of the provider named within; that the aforesaid information is true and correct to the best of my knowledge and belief.

Signature (Officer or Administrator of Provider): 	Title: John J. Clancy Chairman and CEO	Date: 5-7-14
Report Prepared By: Jennifer Musser	Title: VP Operational Finance	Telephone: (973) 226-2900



**COMMUNITY EDUCATION
C E N T E R S**

**BUDGET PROPOSAL HAS BEEN INCLUDED IN
A SEPARATE SEALED ENVELOPE, INCLUDING:**

Budget & Expense Report Summary Form

Personnel Schedule Form

Budget & Expense Report – Contract Services Form

Budget & Expense Report – Allowable Costs Form

Revenue Report Form

Written Budget Justification

Breaking the Cycle of Recidivism.



D. ORAL PRESENTATIONS

CEC and Camp Aspen welcome the opportunity to provide an oral presentation to the Evaluation Panel as noted in the RFP. CEC will develop and structure an oral presentation for the evaluation committee that will be no more than 30-minutes in length. CEC understands it is the State's intent to hold oral presentations June 10, 11, and 12 and CEC will wait to hear specific details on the oral presentation process following the opening of proposal submissions.

ADDITIONAL PROVISIONS

A. *Personnel*

Maintaining experienced and qualified professional staff is essential to the integrity of the Camp Aspen program and to ensuring the seamless delivery of treatment services to youth. As such, CEC has historically made, and if awarded a contract will continue to make every effort to maintain the proposed professional staffing levels. In the event that it becomes necessary to replace managers and/or clinical staff, the Program Director will promptly notify the Project Monitor of any vacancy and keep this individual apprised of progress made in filling the vacancy via the Monthly Program Monitoring Report. Changes in key personnel will be reported in a timely manner and investigations of personnel by law enforcement, professional boards, or child protective services agencies will be reported within one business day. Likewise, should CEC become aware of any investigation, arrest, or conviction of one of its employees, volunteer/interns, or subcontractors, the Project Manager will be notified immediately. Should CEC become aware that an employee, subcontractor, or volunteer/intern is being investigated by any professional licensing board, regulatory board, or any child protective service agency, the Project Manager shall be notified within one business day of any findings or actions taken.

Recruitment

Camp Aspen's hiring procedures follow basic and clear guidelines that address all relevant laws and practices pertaining to the employment of staff. These include: basic human resource activities; equal employment opportunity; clear job descriptions and specifications; performance evaluations guidelines; and policies and procedures related to discipline, termination, compensations, and recruitment.

Camp Aspen takes great care in the hiring of suitable staff to work with delinquent youth. It is Camp Aspen's basic philosophy that the true power of a program is equal to the ability of staff to interact in a genuine, caring manner with students and at the same time, be effective at direct and clear interventions. The quality of staff-to-student relationships is the cornerstone of the program. Therefore, the following will be required of all staff:

- All staff will complete a job application
- All staff will submit full resumes documenting their experience and educational qualifications as required. (All positions requiring specific credentials will be filled by persons with those credentials)
- All staff will have a criminal background check (SLED check) and a South Carolina Department of Social Services Child Abuse Registry check
- All staff will be screened using the National Sex Offender Registry



- All staff will have a physical examination and TB test
- All staff will submit and pass a drug test. Camp Aspen is a Drug-Free Workplace and all staff will be aware of the ramifications of this policy
- Staff will be required to sign a document testifying that they understand and agree to all conditions and expectations of employment
- Staff will be required to sign a document testifying that they received a job description. (All staff will have a minimum level of qualifications as defined by a job description)
- Staff will be required to sign a document testifying that they have received information concerning personnel policies, procedures, and benefits for their area of influence

Interns and Volunteers

Recruiting of volunteers and/or interns is a staff responsibility under the supervision of the Program Director. Recruiting efforts target civic organizations, appropriate educational institutions, and individuals from all cultural and socioeconomic segment of the community.

All volunteers and interns are bound by the same code of conduct as employees of Camp Aspen. They are required to submit to and participate in the same hiring procedures as persons seeking employment to include: application, personnel file, background checks, physical, and TB test and training.

Camp Aspen currently employs a Program Director who operates the program. This individual has direct responsibility for hiring all positions under her supervision. Those staff under her supervision have the responsibility of hiring all additional staff in their area of responsibility. Recruitment and hiring of key positions may include collaboration with the corporate office in New Jersey.

Personal files containing all appropriate documentation as required by the South Carolina Department of Social Services, Medicaid, and the Governor's Office on the Continuum of Care are currently maintained on site and shall be made available upon request.

B. Review

Community Education Centers and Camp Aspen will cooperate with any reviews and will provide to the South Carolina Department of Juvenile Justice such information and data as may be reasonably requested.



C. Health and Safety Standards

Camp Aspen and CEC have placed a high priority on program safety. We have met and/or exceeded all local, state, and federal standards and requirements related to the safe and sound operation of a residential facility. Camp Aspen obtains a health and sanitation inspection by the SCDHEC and a fire safety inspection by the State Fire Marshalls Office annually. Weekly safety and sanitation inspections are carried out by facility personnel.

Program integrity and staffing compliance is achieved through quality assurance measures for monitoring of key indicators in each area of operation. The process requires each department to identify the most important aspects of their service and then develop subsequent indicators for these important aspects. In addition, the SCDSS conducts Quality Assurance Reviews annually. The SCDSS and SCDJJ Office of Community and Residence Placements conduct Quality Assurance Reviews annually, and the SCDJJ Program Monitor helps to ensure the safe and sound operation of Camp Aspen.

Camp Aspen furnishes all necessary hygiene products, clothing and bedding to students upon arrival at the facility. Each student will be provided with sufficient clothing to allow for daily clothing changes each week. Appropriate protective clothing will be provided for the varied activities with which student will be involved. Laundry service at the facility meets all requirements and a system is in place for replacement of hygiene products, clothing, bedding, and protective clothing.

All necessary toiletries and cleaning supplies will be made available to ensure a safe and healthy facility. A clear system of dispensing and accounting for these items has been established.

D. Coordination

The Human Services Professional is responsible for all direct communication to the Department of Juvenile Justice Community Specialist and/or Probation Officer. He/she drafts and distributes monthly progress reports relating to the student's status and/or progress in the program to the Community Specialist and/or Probation Officer. The Human Services Professional involves the Community Specialist and/or Probation Officer in the development of the student's treatment plan, discharge plan, and/or major decisions affecting the student. In the case of an emergency, the Community Specialist/ Probation Officer is notified as soon as possible and no later than one work day after the emergency.

The Human Services Professional and Education Director are responsible for submitting reports to the Juvenile Parole Board and SCDJJ Release Authority as required. The facility provides transportation of students to parole and Release Authority hearings.

Camp Aspen agrees to obtain written approval from the DJJ Classification Section prior to discharging a transferred juvenile to a lower level of supervision.

At present, a head count report is faxed daily by 9:00 am to DJJ personnel in the Office of Community Alternatives. CEC agrees to fax this report directly to the Project Monitor and any other DJJ personnel as required. This and all other reports shall be submitted to the Juvenile Parole Board as required and upon request.

E. Compliance with Civil Rights Act of 1964, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973

Community Education Centers and Camp Aspen will comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Right Act of 1964, and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services issued pursuant to these Acts.

F. Confidentiality

Accurate policies and procedures have been developed to insure strict confidentiality and privacy of all information, records, and communications regarding students of the referring State agency. Camp Aspen will obtain written permission from SCDJJ, the student's parent or legal guardian prior to releasing information about a student from the referring agency in any form that makes him individually identifiable to any persons or entity. Applicable State and Federal Laws and regulations pertaining to the above will be acted upon by the program.

G. Safety Precautions

Proper policies and procedures have been developed to insure and protect the company and its personnel and to comply with applicable local, state and federal occupational and safety acts, standards, rules and regulations.

H. Requirements for Drivers

Camp Aspen's Policies and procedures regarding requirements for employees who transport students and requirement when transporting students shall comply with items 1 - 4 of RFP # 5400007516.

I. Juvenile Injuries and Illnesses

Camp Aspen and CEC have placed a high priority on program safety. The activities of the program shall be conducted in a reasonable, prudent and safe manner as to avoid and prevent injury and/or illness to the student(s). In the event of an injury or illness, agreements with appropriate qualified medical personnel have been secured for both emergency and non-emergency care.

J. Child Abuse

Policies and procedures regarding provisions of the South Carolina Protection Act (Sections 63-7-10 and 63-7-1210(A)) and DJJ requirements for reporting all cases of suspected child abuse are currently in place.

K. Inappropriate Physical Contact with Clients

Discipline begins with an orderly and well-functioning program. Staff will be selected based primarily on their ability to relate in a positive manner to the students. CEC believes that discipline, in addition to genuine caring for students, is necessary to develop positive relationships with the students. CEC also believes that creating a program that meets the student's needs and demonstrates that there is a way to get needs met in a way that minimizes acting out behaviors is important. The behavioral phase system is a system that monitors behavior and gives students consistent and regular feedback about their progress, and rewards students with increased privileges and responsibilities. CEC strictly forbids the use of physical contact to punish, discipline, or otherwise threaten or coerce a juvenile.

The program will abide by all State and DJJ standards regarding physical contact with students. All staff who provide supervision to students will be trained in CPI within 90-days of employment. Inappropriate behavioral interventions will not be tolerated.

A grievance policy is in place to allow students to report allegations of abuse or neglect to the Office of Juvenile and Family Relations and the Office of the Inspector General. The program will fully cooperate with the agency conducting the investigation

The program utilizes the ERMIS policy and procedure to immediately report such allegations. The Program Monitor is also informed verbally and faxed a copy of the ERMIS Report. Disciplinary actions related to that staff member(s) who is indicated for inappropriate physical contact would be submitted in writing to the Program Monitor.

L. Religious Beliefs

Our program believes that spiritual growth can play an important role in the student's rehabilitation and will make religious/spiritual programs readily available on a voluntary basis.

M. Disclosure of Information

CEC and Camp Aspen shall prohibit the use or disclosure by any party of any information concerning students in violation of any rule of confidentiality, except on written consent of a Family Court Judge or the Department of Juvenile Justice in accordance with Sections 63-19-2020 and 63-19-2010, Code of Laws of South Carolina, 1976, as amended. Additionally, CEC

and Camp Aspen shall comply with all Health Insurance Portability and Accountability Act requirements.

N. Records

Human Services Professionals are responsible for opening and maintaining a comprehensive clinical case record on each student that conforms to current and applicable Medicaid requirements, Department of Social Services requirements and Department of Juvenile Justice policy. These records are stored and organized in a manner that facilitates regular inspection and review.

At this time, Camp Aspen and/or CEC maintain records necessary for the proper and efficient operation of the program. They are organized in a manner that conforms to current and applicable Medicaid requirements, Department of Social Services requirements, and Department of Juvenile Justice policy. These records include but are not limited to:

- Personnel Files
- Training Records
- Financial Records
- Budget Reports
- Records regarding admissions and discharges (i.e., Daily Head Counts, Monthly Population reports, etc.)
- Event Reports, Critical Incident Reports, and ERMIS Reports
- Student Allegation/Grievance Forms
- Staff Log Books
- Vehicle Maintenance Records
- Audit and Inspection Records
- Students Medical Files
- Approved Menus
- Students Educational Records

- Other records necessary for reporting accountability under South Carolina and Federal requirements

O. Inspections and Audit

The program will make available at all reasonable times to the Contracting Officer, the DJJ Internal Auditor, SC Auditor's Office, and the SC Comptroller General's Office, or any authorized representatives thereof, records for the purpose of inspection and audit.

CEC will have an independent financial fiscal audit performed annually, and a copy of the resulting audit will be submitted to the DJJ no later than 120 days following the end of a contract period.

P. Preservation of Records

Camp Aspen will retain all financial and programmatic records related to the delivery of services under the contract in accordance with existing Department of Juvenile Justice, State and Federal regulations after the expiration of this contract. Under any circumstances, these records will be retained a minimum of six years. The right of inspection and audit will also continue in accordance with existing DJJ, State and Federal regulations.

1. If this contract is completely or partially terminated, the records relating to work terminated will be preserved and made available for a period of six years from the date of any complete or partial termination of the contract.
2. Retained records will include:
 - a) Financial and programmatic records related to the delivery of services
 - b) Appeals arising from "Disputes" relating to services delivered pursuant to this contract
 - c) Litigation relating to the settlement of claims arising from the performance of this contract
 - d) Costs and expenses of the contractor(s), as to services which exception has been taken by the Contracting Officer, will be retained until such appeal, litigation, claims, or exceptions have been disposed of
 - e) Incomplete and complete audits relating to services delivered pursuant to this contract



Q. Reports

Camp Aspen will prepare and submit all necessary reports to the Department of Juvenile Justice and or its designee within the required time frame. These reports will include: Monthly Program Monitoring Reports, Annual Reports, a Financial Cost Report, an Inventory Listing, and Event Reporting Management Information System (ERMIS). The program will also report to the DSS State Office a child in the custody of DSS who does not receive a face-to-face visit monthly. A copy of this report will also be maintained in the student's clinical record.

R. Notice to the State Regarding Performance Requirements

The program will immediately notify the Contracting Officer in the event that we encounter difficulty in meeting performance requirements or anticipate difficulty in complying with the contract. This notification thereof shall be in writing and give pertinent details, including the date by which CEC expects to meet performance criteria.

S. Method and Source of Payment

Camp Aspen invoices the South Carolina Department of Juvenile Justice at the end of each month for contracted services per student day. Camp Aspen also provides the Department of Juvenile Justice with an Average Daily Census Report and strives to maintain at least a 90% occupancy at the facility.

T. Allowable Costs

The facility will utilize funds made available under the contract only for necessary items of cost. Camp Aspen will be responsible for monitoring expenditures and their appropriateness and will notify DJJ of any extraordinary or unusual expenses. Community Education Centers will maintain an adequate accounting system and related records and make them available for review to the Department of Juvenile Justice under the terms of the contract.

U. Grievances

Camp Aspen provides students with an allegation/grievance process within the program, and also through the DJJ and the Office of Juvenile and Family Relations (OJFR) to address concerns and complaints filed by students (SCDJJ policy #130.10). This process allows internal resolution of problems in a timely and fair manner. Students are allowed to utilize the Juvenile Allegation/Grievance Process regardless of any disciplinary or other situation.



Erin W. Moffitt

Program Director, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN – COLUMBIA, SC

June 2010 – Present

Program Director

Various Positions Held During Tenure

- Assist with daily paperwork required for the Transitional Women's Work Release Program
- Maintain time sheets for CEC staff and employed offenders
- Perform accounting duties for CEC payroll and employed offender payroll

CAROLINA SPRINGS MIDDLE SCHOOL
LEXINGTON, SC

2010

Social Studies Teacher (6th Grade)

UNITED STATES ARMY, SOUTH CAROLINA NATIONAL GUARD
COLUMBIA, SC

1989 – 2009

Sergeant

- Responsible for all duties as a soldier in the United States Army
- Retention NCO and Family Readiness NCO

YOUTH LEARNING INSTITUTE – CLEMSON UNIVERSITY
COLUMBIA, SC

2008

Program Director

- Supervised operational personnel
- Acted as liaison between the Youth Learning Institute and Glenforest School
- Responsible for overall operations of the program, including hiring and termination of personnel and oversight of program budget



- Responsible for running the summer camp program at Glenforest School

CEC / ALTERNATIVE YOUTH ADVENTURES (AYA)
COLUMBIA, SC

1999 – 2008

Program Administrator 2006 – 2008

Education Director / Teacher 1999 – 2006

- Supervised educational, clinical, administrative and operational personnel
- Acted as liaison with the Department of Juvenile Justice
- Ensured compliance with the following standards: Department of Social Services, Department of Juvenile Justice, SC Department of Education, Special Education Law
- Responsible for preparing weekly, monthly and yearly reports and oversight of the program budget; Acted as program's training coordinator
- Supervised school personnel and ensured effective integration of education services with other program components
- Responsible for implementing curriculum standards according to the South Carolina State Department of Education and Department of Juvenile Justice Education Division
- Coordinated all GED testing, acting as School Test Coordinator for all SC State Standardized testing including HSAP and PAC
- Liaison with other school districts in the State of South Carolina

MIDLANDS MARINE INSTITUTE – ASSOC. MARINE INSTITUTE
COLUMBIA, SC

1997 – 1999

Teacher

- Responsible for teaching South Carolina Department of Education standards in English and Math
- Acted as GED coordinator and the school's certified American Red Cross Lifeguard
- Conducted all pre- and post-testing of students



DEPARTMENT OF JUVENILE JUSTICE
LEXINGTON, SC

1995 – 1997

Community Specialist

- Responsible for case management of up to 300 juveniles on probation, parole and those committed to the Department of Juvenile Justice
- Acted as liaison between family court and Department of Juvenile Justice

PIEDMONT WILDERNESS INSTITUTE – ASSOC. MARINE INSTITUTE 1994 – 1995
COLUMBIA, SC

Academic Coordinator / Teacher

- Responsible for teaching South Carolina Department of Education standards in all subjects, as well as implementing curriculum standards according to the Department standards
- Acted as GED coordinator
- Prepared students to return to their community school and liaised with other school districts in the State of South Carolina

EDUCATION

UNIVERSITY OF SOUTH CAROLINA
COLUMBIA, SC

DECEMBER 2004

Masters of Criminal Justice, focus in Juvenile Justice

LANDER UNIVERSITY
GREENWOOD, SC

DECEMBER 1993

Bachelor of Science, Elementary Education

D. Maria Speaks

Deputy Director of Treatment, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN – COLUMBIA, SC

April 2006 – Present

Deputy Director of Treatment

**HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH CARE DIVISION
OF BROWARD COUNTY** **2003 – 2006**

Substance Abuse Outpatient Supervisor

- Provided supervisory and administrative professional work within Broward County's substance abuse treatment program
- Planned, developed and supervised clinical services and administrative functions of unit personnel
- Developed and monitored specialty tracks: Mature Adult Program Co-Occurring Disorders, Tobacco Addiction Program and Intervention Program
- Participated in recruiting and hiring of unit personnel; coordinated and provided staff training, meetings, case reviews, individual/group supervision
- Prepared and monitored staff for JCAHO compliance

FAMILY SERVICES, SEMINOLE TRIBE OF FLORIDA
HOLLYWOOD, FL

2000 – 2003

Program Manager

- Provided supervision of clinical services for Seminole tribal members and families on six reservations
- Participated in programmatic oversight and development, recruiting and retaining qualified staff
- Oversight of budget preparation and monitoring of program spending



- Participated in development, implementation and revision of policies and procedures
- Monitored quality assurance standards and prepared reports as required by Administration and funding sources

THE WATERSHED
BOCA RATON, FL

1999 – 2000

Therapist

- Developed detox program for individuals with co-occurring disorders
- Provided assessments, treatment planning, discharge planning, crisis intervention, referrals, case management, individual/group/family counseling and utilization review

RENAISSANCE INSTITUTE OF PALM BEACH
BOCA RATON, FL

1998

Therapist

- Provided clinical services for substance abuse treatment with a strong emphasis on Axis II diagnosis with a focus on ASAM criteria, treatment planning, discharge planning, crisis interventions, referrals, case management, individual and group counseling and intensive family counseling sessions

PATHWAYS TO RECOVERY
DELRAY BEACH, FL

1997 – 1998

Therapist

- Partial hospitalization program which provided clinical services for co-occurring diagnosed individuals with a psychiatric primary diagnosis inclusive of biopsychosocial assessments, treatment planning, discharge planning, crisis interventions, referrals, case management, individual and group counseling and intensive family counseling sessions

BROWARD COUNTY COMMISSION ON ALCOHOLISM
FT. LAUDERDALE, FL

1989 – 1997

Evaluator / Instructor / Therapist



- Conducted evaluations and made referrals for treatment for court ordered individuals who have a substance abuse related arrest
- Developed, implemented and supervised Evaluator Program Modules and provided supervision of new staff members
- Provided services as an Instructor for beginning and advanced substance abuse educational classes and facilitated group counseling sessions for court ordered individuals due to a DUI or other drug-related arrest

EDUCATION

BARRY UNIVERSITY
MIAMI SHORES, FL

MAY 1993

Masters of Social Work

UNION INSTITUTE
MIAMI BEACH, FL

SEPTEMBER 1988

Bachelor of Arts, Psychology

CERTIFICATIONS

- *Licensed Independent Social Worker CP (SC #8609)* **January 2006**
- *Licensed Clinical Social Worker (FL #ISW2195)* **September 2001**
- *Internationally Certified Alcohol and Drug Counselor, International Certification and Reciprocity Consortium – Alcohol and Other Drug Abuse, Inc. (ICADC #16106)* **May 1997**
- *Certified Addictions Professional (FL #1131)* **March 1991**

Glen G. Savage

Deputy Director of Operations, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN – COLUMBIA, SC

September 1999 – Present

Deputy Director of Operations

Various Positions Held During Tenure

- Designs, oversees and provides initial training to staff on strategies to encourage positive change in accordance with program philosophy.
- Audits facility's processes and procedures to ensure that program complies with licensing standards and ensures that all staff received the required new hire and annual training as it relates to program requirements.
- Oversees risk management issues as they relate to program activities.
- Maintains favorable relationships with community agencies and community-based services.
- Acts as director when director absent from premises

UNITED STATES NAVY
NAVAL SUBMARINE BASE – KINGS BAY, GA

1995 – 1998

Navy Police Watch Commander

- Responsible for the law enforcement work in the preservation of peace, prevention, detection and investigation of crimes, the arrest or apprehension of violators and provided assistance to citizens in emergency/non-emergency situations.
- Responds to and takes charge of crime or accident scenes, gather information and maintain the integrity of evidence and provide evidence to investigators and detectives.
- Directed SUBASE traffic flow; enforced traffic regulations and laws; coordinated emergency response to traffic and other types of accidents; participated in disaster response; responded to domestic and civil disturbances.



Hull Technician

USS Frank Cable (AS-40)	1992 – 1994
USS Leyte Gulf (CG-55)	1986 – 1992
SIMA San Diego	1984 – 1986
USS Holland (AS-32)	1982 – 1984
USS Texas (CGN-39)	1978 – 1982

- Responsible for carrying out standard welding operations.
- Has a working knowledge of the tools, equipment, and machines used in the trade and the ability to carry out tasks from blueprints and sketches.
- Responsible for the planning, scheduling and execution of preventive and corrective maintenance to the ships' Hull, piping systems, and sanitation systems.
- Combats fire on board large ships, e.g. destroyers, cargo ships, aircraft carriers.
- Operates hose lines, makes forced entries, ventilates structures, performs rescue operations, including the administration of first aid to injured victims, and performs salvage and overhaul.
- Weighs and services first aid fire extinguishers, makes repairs and/or replaces bad or damaged extinguishers by using CO₂ transfer pumps.

EDUCATION

W.J. KEENAN HIGH SCHOOL
COLUMBIA, SC

OTHER

US AIR FORCE **1995**
Discharge: Honorable



**COMMUNITY EDUCATION
CENTERS**

Marc A. Cohen
Education Director, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN - COLUMBIA, SC

August 2002 – Present

Education Director

2006 – Present

- Responsible for Title I Funding, State Standardized Testing, and coordinating the school's GED program
- Supervises school personnel
- Ensures effective integration of education services with other program components
- Prepares and follows education budget
- Acts as liaison with the Department of Juvenile Justice Education Division
- Responsible for implementing curriculum standards according to South Carolina Department of Education
- Prepares all education-related paperwork including daily, weekly, monthly, and yearly reports
- Serves as the camp's certified First Aid/CPR/AED trainer

Teacher

2002 – 2006

- Responsible for teaching South Carolina Department of Education Standards in English and Math.
- Serves as Media Specialist for the school

CRAYTON MIDDLE SCHOOL
COLUMBIA, SC

2001 – 2002

Teacher

- *6th grade teacher responsible for developing and implementing lesson plans for all subject areas*

M.K. RAWLINGS ELEMENTARY SCHOOL
GAINESVILLE, FL

1992 – 2001

Teacher

- Taught 5th, 3rd, and 1st grades in all subject areas
- Team Leader responsible for serving as a liaison between teachers and administrators
- Served on numerous committees including School Improvement Committee and Curriculum Planning Committee
- Served as Math Chairperson during departmentalization of the school from 1999 to 2000.
- Served as Treasurer of Parent/Teacher Association from 1998 to 2001.

**TCBY YOGURT
GAINESVILLE, FL**

1987 – 1990

Manager

- Ensures compliance with Company policies and procedures.
- Oversees the hiring, training and supervision of all facility employees.

EDUCATION

**UNIVERSITY OF FLORIDA
GAINESVILLE, FL**

1991

MA, Elementary Education

**UNIVERSITY OF FLORIDA
GAINESVILLE, FL**

1989

BA, English

OTHER

**DEPARTMENT OF JUVENILE JUSTICE
Graduation Committee Member**

October 2006 – Present

**DEPARTMENT OF JUVENILE JUSTICE
Education Task Force Member**

October 2006 – Present

**UNIVERSITY OF SOUTH CAROLINA
Site Supervisor for Interns from the School of Education and Department of Criminal Justice**

October 2006 – Present

**STATE OF SOUTH CAROLINA
State-Wide Testing School Test Coordinator**

October 2006 – Present



COMMUNITY EDUCATION
C E N T E R S

Marc A. Cohen

Education Director
Camp Aspen – Columbia, South Carolina

CERTIFICATIONS AND LICENSES

STATE OF SOUTH CAROLINA
Education Certificate: #206864

Tonya Johnson-Simmons

Human Services Professional, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN – COLUMBIA, SC

August 2011 – Present

Human Services Professional

- Facilitates service culture activities such as psycho-educational classes, therapy groups, community meetings and individual and group sessions
- Provide services in accordance with Medicaid, Department of Juvenile Justice, State Department of Social Services and State of Carolina standards on the Continuum of Care
- Creates, updates and maintains caseload of students and tracks measurable and quantifiable treatment program successes
- Conducts ongoing assessments, interventions, confrontations and multi-disciplinary case review processes

WOODBANCH CHILD & FAMILY SERVICES
LAURINGURG, NC

2008 – 2011

Qualified Professional

- Provide intensive home-based therapy to families with at-risk children.
- Conduct weekly therapeutic group counseling sessions with at-risk adolescents.
- Develop and implement Individualized Care Plan Goals and monitor individual family and client case treatment plans.
- Conduct weekly Large Group Counseling Sessions

AMIKIDS
BENNETTSVILLE, SC

Human Services Professional

- Monitors and ensures compliance with quality assurance, Medicaid, Unified Approach and any other related standards as they relate to treatment.

- Provides group~ individual, family and crisis counseling services to students and their families.
- Leads and implements psycho-educational, delinquency prevention, and treatment groups (e.g. ART, Skill streaming, CYT, SS, etc.).
- Develops and implements treatment and supervision plans (e.g. JTP, TPR, and ITP-RE).
- Prepares daily, monthly and required reports (e.g. head count, discharge, progress, DJJ 180-day etc.).
- Supervises youth medication administration and maintains required documentation.
- Reviews placement and case treatment files and maintains accurate records according to quality assurance, PGM, Medicaid and any other applicable standards
- Provides referrals for needed clinical services not provided by the institute and maintain report updates from out-service agencies.
- Schedules student group sessions, on-site and off-site doctor's visits for youth and. Also schedules motivational activities such as field trips and community service opportunities for youth.
- Maintains student data in the Student Information System (SIS)
- Communicates and maintains contact with student families/guardians and probation officers concerning student progress.
- Leads and supervises treatment team meetings, large group activities, family meetings, service plan meetings, and administrative meetings related to treatment.
- Attends all required training/professional development events and maintains all appropriate certifications and licenses.
- Oversees substance abuse/mental health services for students and their families
- Oversees cases and ensures standardization of case management services (if applicable).
- Monitors and complies with state auditing standards.



- Develops partnerships with and maintains contacts with key individuals of state job services, the youth services department, local school systems and service providers in the district.
- Educates and trains institute managers on mental health services.
- Maintains CPR/First Aid certification.
- Maintains Non-Crisis Intervention Training (NCIT) Certification.
- Performs other duties as assigned by supervisor.

EDUCATION

CAPELLA UNIVERSITY	2009
ONLINE	

MS, Counseling

CLAFLIN UNIVERISTY	1994
ORANGEBURG, SC	

BS, Elementary Education/Childhood

CERTIFICATION AND TRAINING

- Trauma, Grief and Loss
- Implementing Evidence Based Practices with Quality, Fidelity and Accountability
- Professionalism and Ethics
- Aggression Replacement Training
- Cannabis Youth Training
- Non-Crisis Intervention Training
- Medicaid Training
- First Aid/CPR
- Warning Signs of Sexual Abuse
- Working with the Intermediate and High Management Adolescents



Alicia Kearsse

Human Services Professional, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN – COLUMBIA, SC

January 2013 – Present

Human Services Professional

- Facilitates service culture activities such as psycho-educational classes, therapy groups, community meetings and individual and group sessions
- Provide services in accordance with Medicaid, Department of Juvenile Justice, State Department of Social Services and State of Carolina standards on the Continuum of Care
- Creates, updates and maintains caseload of students and tracks measurable and quantifiable treatment program successes
- Conducts ongoing assessments, interventions, confrontations and multi-disciplinary case review processes

GOODWILL INDUSTRIES OF THE UPSTATE/MIDLANDS
GREENVILLE, SC

Vocational Counselor/Client Services Coordinator

- Coordinate services that include but not limited to Case Management, Assessment, Planning, Orientation, and Advocacy for the Senior Community Service Employment Program (SCSEP).
- Provide subsidized service-based training and job placement for low-income persons.
- Complete intake to determine program eligibility.
- Visit Host Sites to Ensure Quality.
- Conduct Computer Training and Interviewing Classes.
- Provide Counseling services
- Complete Individual Employment Plans (IEP).



- I extend special guidance to disabled job seekers and ensure they are provided with the favorable work environment suiting their special requirements by the recruiters.

GOODWILL SNAP PROGRAM
GREENVILLE, SC

Work Readiness Instructor/ Job Developer

- Conduct workshops and teaching of job readiness skills and life skills related to attainment of pre-employment competencies.
- Administers test to measure participant competency of program components.
- Assists all participants in job search, barrier resolution, and work-life balance management.
- Perform career counseling to job seekers and help them make appropriate career decisions.
- Assist job seekers in developing resumes and conducting mock interview for the job seeker to help them get a real experience of facing an interview and answering spontaneously.

SOUTH CAROLINA FEDERATION OF FAMILIES
COLUMBIA, SC

Transition Specialist

- Educated youth who had been identified as emotionally disturbed and learning disabled during the IEP process.
- Taught the importance of self advocacy so that the students are able to direct their own transition plan based on their interests and goals and decrease the drop-out rate.
- Assisted students in identifying interests and transition needs.

CAROLINA CHILDREN'S HOME
COLUMBIA, SC

Therapeutic Counselor

- Ensured the physical, emotional, medical and mental well-being of the residents in my care.



- Provided therapeutic intervention services to adolescents that included individual, family, and group treatment services, supportive counseling, behavioral intervention, and crisis intervention.
- Maintained facility records which included resident's progress, day-to-day activities, and behavior reports.
- Taught Life Skills Classes.

**THE DORN VA MEDICAL CENTER
COLUMBIA, SC**

Counseling Internship, SC Vocational Rehabilitation Department

- Completed Intake Assessments to program determine eligibility.
- Provided Vocational Counseling and guidance to persons with disabilities.
- Provided Job Retention Assistance and Post Employment services
- Case Management services

**SOUTH CAROLINA STATE UNIVERSITY
ORANGEBURG, SC**

Clinical Intern, Counseling and Self Development Center

- Completed Intake Assessments and provided Diagnosis to Students in my care.
- Provided Counseling Outreach Services, Consultation, Education, and Training
- Provided Group and Individual Counseling.
- Case Management Services

**DENMARK TECHNICAL COLLEGE AND UNIVERISTY INSTRUCTORS
DENMARK, SC**

Professional Tutor

- Provided individual and small group tutoring sessions in approved subjects.
- Met with coordinators and instructors to plan appropriate academic support for students.



- Facilitated learning as a guide and coach to assist the student to become a successful independent learner.

EDUCATION

CAPELLA UNIVERSITY ONLINE

Post-Masters Certificate in Addictions Counseling

SOUTH CAROLINA STATE UNIVERSITY ORANGEBURG, SC

MA, Rehabilitation Counseling

CLAFLIN UNIVERSITY ORANGEBURG, SC

BS, Criminal Justice/Sociology Admin



Tawonia R. Thomas

Human Services Professional, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN – COLUMBIA, SC

April 2014 – Present

Human Services Professional

- Facilitates service culture activities such as psycho-educational classes, therapy groups, community meetings and individual and group sessions
- Provide services in accordance with Medicaid, Department of Juvenile Justice, State Department of Social Services and State of Carolina standards on the Continuum of Care
- Creates, updates and maintains caseload of students and tracks measurable and quantifiable treatment program successes
- Conducts ongoing assessments, interventions, confrontations and multidisciplinary case review processes

SOUTH CAROLINA VOCATIONAL REHABILITATION

2013

Practicum / Internship

BILLIE HARDEE HOME FOR BOYS
FLORENCE, SC

2011 – 2013

Therapeutic Counselor

FLORENCE SCHOOL DISTRICT ONE
FLORENCE, SC

2008 – 2013

4K Teacher Assistant

MCLEOD REGIONAL MEDICAL CENTER
FLORENCE, SC

2000 – 2007

Radiological Secretary

WINGATE INN

1997 – 2000



Front Desk Associate

CAROLINAS HOSPITAL SYSTEMS

1996 – 1997

Radiological Ward Secretary

EDUCATION

**WEBSTER UNIVERSITY
WEBSTER GROVES, MISSOURI**

MARCH 2014

Masters or Arts, Mental Health Counseling

**COKER COLLEGE
HARTSVILLE, SC**

DECEMBER 2011

Bachelor of Science, Social Work

**FLORENCE-DARLINGTON TECHNICAL COLLEGE
FLORENCE, SC**

AUGUST 2008

Associate of Human Services

CERTIFICATIONS AND TRAINING

- Child Welfare and Family Preservation April 2011
- Out of Home Care and Permanent Placement April 2011
- South Carolina Notary Public
- CPR / First Aid, National Safety Council
- Volunteer / Victim Advocacy, Pee Dee Coalition



Christopher C. Jones

Business Manager / HR Representative, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
CAMP ASPEN – COLUMBIA, SC

OCTOBER 1999 – Present

Business Manager

- Responsible for the initial coding and submission of accounts payable via document transmittal
- Works with Regional Finance Manager on a monthly basis to ensure the company's Operations Account is reconciled
- Prepares and submits payroll transmittals
- Initiates and maintains vendor accounts and office equipment maintenance contracts
- Maintains the supply requirements, both operational and administrative

Human Resources Representative

- Coordinate with corporate HR department on quarterly meetings and reports
- Represents the company at unemployment hearings, appeals and industry conferences
- Advises Program Director and Operations Director on corporate policies and procedures
- Ensures corporate policies are effectively relayed to employees
- Conducts application screenings, background checks, reference checks, drug screens and new hire orientation
- Maintains employee personnel and medical files, to include explanation and registration of employee benefits and workman's compensation claims



MIDLANDS MARINE INSTITUTE
FLORENCE, SC

1997 – 1999

Administrative Assistant

- Conduct accounts payable functions and generate monthly budget reports and monthly property inventory reports
- Places employment ads and conducts application screenings, background checks
- Maintain employee personnel and medical files
- Perform time card and payroll transmittals, and manage company checking account
- Assisted in fundraising and primarily responsible for dissemination of funds raised

EDUCATION

VOORHEES COLLEGE 2006
DENMARK, SOUTH CAROLINA

Bachelor of Science, Organizational Management

MIDLANDS TECHNICAL COLLEGE 1995
COLUMBIA, SC

Associates of Arts, Marketing

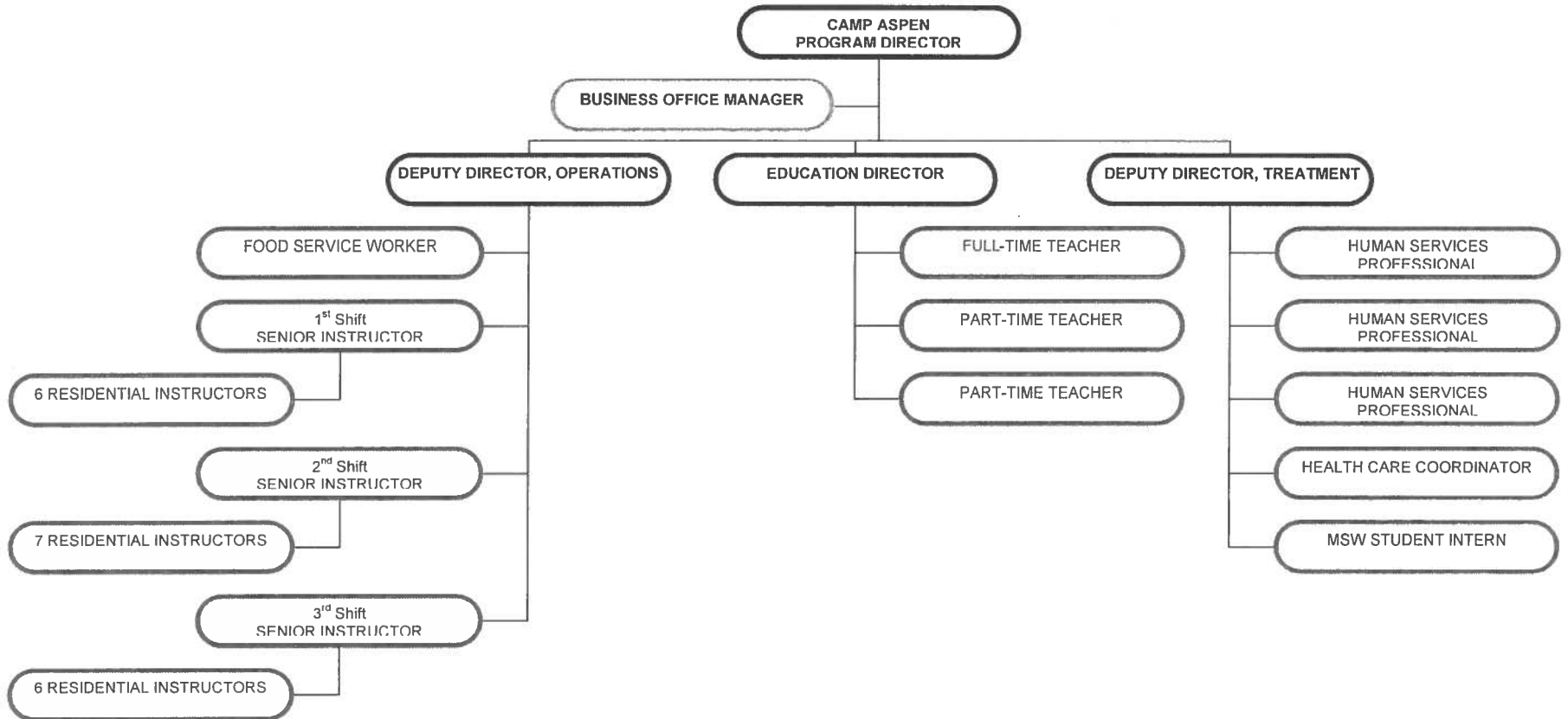
CERTIFICATIONS AND TRAINING

- Equal Employment Opportunity (EEO) Training
- Alcoholics Anonymous Facilitator Training
- American Disabilities Act (ADA) Training
- Sexual Harrassment Training



**COMMUNITY EDUCATION
CENTERS**

CAMP ASPEN ORGANIZATIONAL CHART



Revised 6/20/12

CONFIDENTIAL

Community Education Centers, Inc.
Job Description

Job Title: Director	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Administration

Primary Purpose of Job: Independently responsible for managing the daily operations of a Company facility; provides supervision and motivation for employees of the facility. Ensures quality of facility programs and compliance with Medicaid, Department of Juvenile Justice "DJJ" and Governor's Office on the Continuum of Care, as well as the State Department of Social Services "SDSS" standards. Develops and monitors facility budget.

Principle Duties & Responsibilities:

1. Supervises facility staff and ensures the safety of all staff, visitors and students;
2. Ensures timely delivery and effectiveness of all clinical and assessment services (where applicable);
3. Ensures effective integration of support services such as medical, food, vocational, facility programs, maintenance, security and education.
4. Inspects facility to ensure compliance with Medicaid standards;
5. Ensures compliance with Company policies and procedures;
6. Prepares facility budget and monitors income and expenditures;
7. Prepares other facility-related paperwork including contract renewals and Medicaid headcount;
8. Oversees the hiring, training and supervision of all facility employees;
9. Acts as liaison with governmental agencies and contract agencies such as Medicaid, DJJ and SDSS and the community;
10. Responsible for identifying opportunities for enhanced facility revenue and the addition to enrolled student headcount;
11. Responsible for all risk management issues, including students in the field and facility and grounds.

Reports To: Chief Operating Officer

Direct Reports: Director of Operations, Educational Director, Treatment Coordinator and Business Office Manager and Manager, Food Services

Level of Work (skill, responsibilities, working conditions): Excellent public speaking skills; authority to sign facility checks up to \$1,500

Job Specifications: Bachelor's Degree in Human Services plus eight (8) years experience in management, supervision and service delivery. Thorough knowledge of theory and application government organization including Medicaid, knowledge of the dynamics of student population and wilderness therapy. Knowledge of computers including word processing and spreadsheet software skills such as MS Word, MS Powerpoint and MS Excel, as well as MS Office and Internet navigation skills. Must be certified annually in CPR and First Aid. Valid driver's license.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. On call during off duty hours for emergencies and unusual events. Serves as on-call facility supervisor on rotating basis. Moderate amount of local travel and occasional statewide travel to field sites.

Physical Requirements: Position requires intermittent sitting, standing and walking. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

CONFIDENTIAL

Community Education Centers, Inc.
Job Description

Job Title: Director, Education	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Education

Primary Purpose of Job: Responsible for collaborating with other facility management to implement the academic component of the AYA experiential program. Develops the curriculum, trains staff and assesses the delivery of the program for effectiveness. Ensures contractual compliance with the local school districts, the State Department of Education as well as the Department of Juvenile Justice "DJJ" standards.

Principle Duties & Responsibilities:

1. Develops and implements the academic curriculum that complements the objectives of the AYA program;
2. Conducts academic pre-testing for GED and post testing for remaining academic curriculum;
3. Conducts periodic reviews of students' progress by reviewing written academic work for quality and progress;
4. Provides DJJ with documentation indicating progress towards academic credit;
5. Oversees record keeping for the student academic files;
6. Maintains and updates all academic policies and procedures;
7. Serves as an academic resource to staff and students;
8. Supervises teaching staff;
9. Liaison between AYA and DJJ education representatives.

Reports To: Director

Direct Reports: Teachers

Level of Work (skill, responsibilities, working conditions) Exceptional public speaking skills, ability to teach at-risk adjudicated adolescent population.

Job Specifications: Bachelor's Degree in Education and South Carolina teaching certification plus three years experience in teaching at-risk student population. Valid driver's license. Knowledge of computers including word processing and spreadsheet software skills such MS Word, MS Powerpoint and MS Excel, as well as MS Office and Internet navigation skills. Must be certified annually in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. Serves as on-call facility supervisor on rotating basis. Moderate amount of local travel and occasional statewide travel to field sites.

Physical Requirements: Position requires intermittent sitting, standing and walking and occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

CONFIDENTIAL

Community Education Centers, Inc.
Job Description

Job Title: Director, Operations (Supervisor of Operations)	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Operations

Primary Purpose of Job: Employee independently coordinates the functions of the facility and the delivery of program services. Employee ensures that operations and services are provided in accordance Medicaid, Department of Juvenile Justice "DJJ" and Governor's Office on the Continuum of Care, as well as the State Department of Social Services "SDSS" standards and Company policies and procedures.

Principle Duties & Responsibilities:

1. Designs, oversees and provides initial training to staff on strategies to encourage positive change in accordance with program philosophy;
2. Designs, facilitates and implements staff ongoing development plans;
3. Audits facility's processes and procedures to ensure that program complies with licensing standards;
4. Oversees risk management issues as they relate to program activities;
5. Maintains favorable relationships with community agencies and community-based services;
6. Coordinates the development of new program activities;
7. Ensures that all staff received the required new hire and annual training as it relates to program requirements;
8. Drives students to medical and other appointments, court appearances, for example;
9. Acts as director when director absent from premises.

Reports To: Director

Direct Reports: Senior Instructors

Level of Work (skill, responsibilities, working conditions): Ability to response to crises and confrontations in a non-reactive productive manner; good interpersonal skills with the students; ability to de-escalate potential crises.

Job Specifications: Bachelor's Degree and three years' related supervisory experience; good public speaking skills, proficient keyboard skills, proficient at word processing, spreadsheet and presentation software packages such as MS Word, MS PowerPoint and MS Excel. Valid driver's license. required. Must be annually recertified in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. Significant amount of local business travel required. On-call during off duty hours for emergencies and unusual events.

Physical Requirements: Position requires intermittent sitting, standing and walking and occasional lifting of up to 50 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors as well as driving facility multi-passenger van.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

CONFIDENTIAL

Community Education Centers, Inc.
Job Description

Job Title: Business Office Manager	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Administration

Primary Purpose of Job: Under general supervision, employee responsible for general clerical duties to support the administration of the facility including monitoring student headcount for Medicaid reimbursement purposes, coordinating the payment of facility bills, maintains the facility checking account and petty cash in addition to supporting the local human resources function.

Principle Duties & Responsibilities:

1. Updates employee human resource files;
2. Conducts background checks on prospective new hires;
3. Provides new hire orientation including distribution of all benefits/insurance documents and enrollment forms;
4. Gathers and records all time and attendance records for payroll purposes;
5. Answers the facility main telephone and redirects calls to appropriate party or takes accurate messages;
6. Sorts and distributes daily mail;
7. Liaison for billing with the vendors and Finance Department in Corporate; Compiles daily student headcount report;
8. Orders and maintains office supplies; is liaison with vendors for office equipment repairs and maintenance;
9. Types standard memos, correspondence and reports; welcomes incoming visitors to facility.

Reports To: Director

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Authority to sign facility checks up to \$500.00

Job Specifications: Bachelor's degree plus two years relevant office experience preferred or high school diploma or GED equivalent with five years relevant experience. Valid driver's license required. Knowledge of computers and word processing, and spreadsheet software packages such as MS Word, MS Excel, as well as MS Office and Internet navigation.

Working Conditions: Working environment is generally favorable - office environment; potential for adverse and/or hazardous events related to working with at-risk youths. Some local business travel required. Flexible work schedule.

Physical Requirements: Position requires periods of constant sitting but with some standing and walking; occasional lifting of up to 40lbs. Requires good visual and excellent auditory acuity for monitoring student behavior.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

CONFIDENTIAL

Community Education Centers, Inc.
Job Description

Job Title: Teacher	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Treatment

Primary Purpose of Job: Responsible for implementing the academic component of the AYA experiential program. Assesses the delivery of the program for effectiveness. Maintains compliance with the local school districts, the State Department of Education as well as the State Department of Juvenile Justice "DJJ" standards.

Principle Duties & Responsibilities:

1. Delivers the academic curriculum that complements the objectives of the AYA program;
2. Conducts GED pre-testing and AYA academic program post testing;
3. Conducts periodic reviews of students' progress by reviewing written academic work for quality and progress;
4. Provides State DJJ with documentation indicating academic credit;
5. Oversees record keeping for the student academic files;
6. Maintains and updates all academic policies and procedures;
7. Serves as an academic resource to staff and students.

Reports To: Director, Education

Direct Reports: None

Level of Work (skill, responsibilities, working conditions) Exceptional public speaking skills, ability to teach at-risk adjudicated adolescent population.

Job Specifications: : Bachelor's Degree in Education and South Carolina teaching certification plus three years experience in teaching at-risk student population. Valid driver's license. Knowledge of computers including word processing and spreadsheet software skills such MS Word, MS Powerpoint and MS Excel, as well as MS Office and Internet navigation skills. Must be certified annually in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. Some local business travel and occasional statewide travel to educational field trips.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Community Education Centers, Inc.
Job Description

Job Title: Human Services Professional	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Treatment

Primary Purpose of Job: Employee facilitates treatment culture activities such as psycho-educational classes, therapy groups, community meetings, etc. Employee assists in developing facility treatment programs that include operations and services that are provided in accordance Medicaid, Department of Juvenile Justice "DJJ" and Governor's Office on the Continuum of Care, as well as the State Department of Social Services "SDSS" standards and Company policies and procedures.

Principle Duties & Responsibilities:

1. Creates, updates and maintains case records on each assigned student;
2. Provides comprehensive individual and group treatment services as well as other treatment services to students; Tracks measurable/quantified treatment program success;
3. Assists in developing individualized treatment plan "ITP" covering goals such as anger management, substance abuse and defiant behavior; objectives and issues from diagnoses from DSM4; Identifies clinical issues such as history of violence, escape, medical, etc. and prioritizes which issues are appropriately addressed during treatment process;
4. Writes and updates case file documentation of the ITP individualized treatment plan, intervention efforts taken and continuous quality improvement initiatives;
5. Conducts ongoing assessments, interventions, confrontation, individual and group lectures and reports student treatment progress;
6. Participates in multidisciplinary case conferences and treatment plan reviews;
7. Assists in completing monthly reports as required to track student progress as well as discharge summaries;
8. Assists in developing continuing care treatment plans/strategies for students prior to discharge as well as aftercare plans in collaboration with referring agency case workers.

Reports To: Treatment Director

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Ability to provide treatment services and engage emotionally/mentally challenged youth in productive conversation. Must satisfy criminal background check.

Job Specifications: Master's Degree in psychology, sociology or human services preferred plus one year of experience. CAC required. Good computer plus word processing and spreadsheet software skills such as MS Word, MS Excel, as well as MS Office and Internet navigation. Valid driver's license. Must re-certify annually in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. On-call during off duty hours for emergencies and unusual events. Serves as supervisor on call for the facility on a rotating basis.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Good visual and auditory acuity for monitoring students' behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

CONFIDENTIAL

Community Education Centers, Inc.
Job Description

Job Title: Senior Instructor	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Non-Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Treatment

Primary Purpose of Job: Under close supervision, employee responsible for an assigned group of students. Employee assists in delivering the academic and therapeutic components of the AYA program to their assigned group of students. Daily schedules are followed and employee serves as role model for the students. Supervises all activities of the assigned group to ensure their safety and whereabouts at all times.

Principle Duties & Responsibilities:

1. Supervises all assigned student movement; Supervises assigned Residential Instructors on assigned shift.
2. Teaches the therapeutic program including life skills and interactive journal;
3. Monitors and records students personal growth and development on a daily basis;
4. Immediately informs senior instructor when welfare of students is threatened or other crises are anticipated to develop; Reports all student accidents, injuries and behavioral incidents in writing to supervisor and conducts appropriate crisis intervention;
5. Responsible for accounting for all assigned students whereabouts;
6. Demonstrates competency in field procedures, field equipment, gear and supplies to perform duties;
7. Attends monthly in-service training;
8. Assists in maintaining good public relations with local community;
9. Follows facility standard procedures and enforces the facility rules of conduct with the students;

Reports To: Deputy Director, Operations

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Serves as a model for student behavior; good interpersonal skills. Demonstrates competency working with emotionally/mentally challenged (at risk/) adolescent population.

Job Specifications: High School diploma or GED equivalent. Must pass criminal background check. Must be certified annually in CPR and First Aid. Valid driver's license preferred.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. May be required to drive students in multi-passenger facility vehicle to and from occasional medical/dental appointments and off-campus educational field trips and community projects.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

CONFIDENTIAL

Community Education Centers, Inc.
Job Description

Job Title: Residential Instructor (Level I) (Resident Manager or Counselor)	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Non-Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Treatment

Primary Purpose of Job: Under close supervision, employee responsible for an assigned group of students. Employee assists in delivering the academic and therapeutic components of the AYA program to their assigned group of students. Daily schedules are followed and employee serves as role model for the students. Supervises all activities of the assigned group to ensure their safety and whereabouts at all times.

Principle Duties & Responsibilities:

1. Supervises all assigned student movement;
2. Teaches the therapeutic program including life skills and interactive journal;
3. Monitors and records students personal growth and development on a daily basis;
4. Immediately informs senior instructor when welfare of students is threatened or other crises are anticipated to develop; Reports all student accidents, injuries and behavioral incidents in writing to supervisor and conducts appropriate crisis intervention;
5. Responsible for accounting for all assigned students whereabouts;
6. Demonstrates competency in field procedures, field equipment, gear and supplies to perform duties;
7. Attends monthly in-service training;
8. Assists in maintaining good public relations with local community;
9. Follows facility standard procedures and enforces the facility rules of conduct with the students;

Reports To: Senior Instructor

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Serves as a model for student behavior; good interpersonal skills. Demonstrates competency working with emotionally/mentally challenged (at risk/) adolescent population.

Job Specifications: High School diploma or GED equivalent. Must pass criminal background check. Must be certified annually in CPR and First Aid. Valid driver's license preferred.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. May be required to drive students in multi-passenger facility vehicle to and from occasional medical/dental appointments and off-campus educational field trips and community projects.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

CONFIDENTIAL



John J. Clancy

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
WEST CALDWELL, NEW JERSEY

1996 – PRESENT

Chairman and Chief Executive Officer

Community Education Centers (CEC) is the leading provider of treatment and education services for adult and juvenile correctional and social services populations throughout the United States. CEC owns, manages or has developed 137 correctional treatment programs in 22 states.

All facilities provide a combination of the following services: residential services, substance abuse treatment, work release, comprehensive assessments, medical services, electronic paging, day reporting, detention services, education programs, life skills workshops and vocational training. CEC has had eight facilities accredited by ACA since November 2000—all receiving perfect scores on mandatory and non-mandatory ACA standards.

As the President and CEO of Community Education Centers, Mr. Clancy oversees day-to-day operations and delegates authority to individuals to ensure effective management of all company facilities, including contract compliance, security and treatment.

EDUCATION AND HEALTH CENTERS OF AMERICA, INC.
WALL TWP., NJ

1983 – PRESENT

President, Chief Executive Officer, Founder

Responsible for day-to-day operations of the Company. Currently EHCA is contracted with the Department of Corrections to provide substance-abuse treatment and other services in large community release centers in New Jersey.

NORTHEAST RECOVERY NETWORK, INC.
WALL TWP., NJ

1987 – 1996

President, Chief Executive Officer

Responsible for day-to-day operations of a multi-dimensional health care company. NRN owned and operated inpatient substance-abuse treatment centers in New Jersey and Pennsylvania, as well as outpatient programs throughout New Jersey and New York. The programs focused on a holistic treatment of the addict, and included intensive family treatment. NRN operated programs for adults and for juveniles.



**DIVISION OF YOUTH SERVICES,
ESSEX COUNTY, NEW JERSEY**

1979 – 1983

Director

Responsible for all direct and indirect services to children residing in the County of Essex. Advocated for children's special interests such as education, recreation, employment, protective services, Juvenile Justice and child care.

**THE BRIDGE, INC
ESSEX COUNTY, NEW JERSEY**

1969 – 1979

Executive Director, Co-Founder, Counselor

Responsible for the development and management of a multi-service center serving families of Essex County.

OFFICES HELD

Mr. Clancy has held more than a dozen offices for various organizations, including: Former Chairman, Essex County Family Court Commission; Former Member, Essex County Vocational School Planning Council; Former Member, Juvenile Conference Committee of Essex County; Former Member, Essex County Advisory Committee on Alcohol; Former President, New Jersey State Association for Youth Services, East Orange; and Former Member, West Essex Chamber of Commerce. He is also a Member of the Board of Trustees for The Bridge and Turning Point, Inc.

HONORS AND COMMUNITY SERVICE AWARDS

Mr. Clancy has been selected for more than 30 community service awards, including the Ernst & Young's "Entrepreneur of the Year" Award, 1999 and the "Award of the Nineties" from the National Council on Alcohol and Drug Dependence for his pioneering work with drug-affected prisoners, 1999.



Michael C. Hellriegel

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC.
WEST CALDWELL, NEW JERSEY

March 2011 – Present

Senior Vice President and Chief Financial Officer

Senior executive with full responsibility for directing the finance organization; acting as the primary liaison with the company's Board of Directors, private equity investors and lending institutions; accountable for directing the development and implementation of the Company's strategic plan, as well as driving the related initiatives throughout the organization. Management oversight includes corporate finance (treasury, acquisition due diligence and integration); financial planning, reporting and analysis, system development; the firm's operational analysis function; as well as executive responsibility for the Company's Drug Screening subsidiary.

Member of the company's senior executive team, as well as the Company's Operational Committee, which provides oversight over the company's diverse operations which spans eighteen states and the Commonwealth of Bermuda.

KROLL, INC.
HOBOKEN, NJ

2004 – 2010

Consultant to Executive Management

August 2010 – January 2011

Executive Vice President and Chief Financial Officer

February 2005 – July 2010

Head of Finance

October 2004 – February 2005

Chief Financial Officer, Kroll Zolfo Cooper

April 2004 – October 2004

Senior executive with full responsibility for directing the global operations of the company's finance organization; while playing a significant role in the development and implementation of the Company's strategic plan and related initiatives. Management oversight includes corporate finance (treasury, acquisition due diligence and integration); financial planning, reporting and analysis, system development; and the firm's operational analysis function. Manages direct staff of four group CFO's, a Corporate Controller and a VP-Operational Analysis.

Member of the company's Executive Committee which provides oversight over the Company's diverse operations. Works closely with Kroll's CEO to design the tactics and communication vehicles needed to achieve strategic initiatives. Appointed as a charter member of Marsh & McLennan's SEC reporting and disclosure committee.

BUTLER INTERNATIONAL, INC.
MONTVALE, NJ

1981 – 2004

Senior Vice President, Finance / Chief Financial Officer

1996 – 2004

Vice President / Controller

1989 – 1996

Divisional Controller

1986 – 1989



<i>Director, Financial Analysis and Reporting</i>	<i>1984 – 1986</i>
<i>Manager, Financial Operations</i>	<i>1983 – 1984</i>
<i>Accounting Manager / Senior Accountant</i>	<i>1981 – 1983</i>

Experience included full responsibility for directing all corporate administrative functions, including finance, information technology, risk management, human resources, legal and investor relations. Management of the finance function, which included SEC reporting, financial planning and analysis, treasury, tax and M&A due diligence and integration, was accomplished through a staff of up to 100, including a Corporate Controller and 3 divisional controllers.

As liaison between field operating management and the company's Chairman and CEO; worked closely with the senior management and made significant contributions to strategic and tactical initiatives; actively participated in all corporate Board of Directors meetings.

CONTRIBUTIONS AND ACHIEVEMENTS AS A SENIOR FINANCIAL EXECUTIVE

Executive Leadership / General Management

- Led Kroll's transaction team which produced several \$1+ billion offers for the Company, culminating in its acquisition by, Providence Equity backed, Altegrity, Inc.
- Played a significant role in the development and implementation of a new strategic plan which radically changed the shape of the Company.
- Developed new operational models which led to a \$90 million reduction in the Company's cost structure, while promoting efficiencies and improved business analytics.
- Managed the operational restructuring of a \$45 million subsidiary which turned an \$8 million annual loss into a \$12 million profit, within one year.
- Successfully completed the relocation and centralization of the international accounting network where others had failed.
- Built top-flight, value-added finance and administrative departments that partner with operating management to achieve company objectives.
- Achieved a reputation as a strong decision maker of the highest integrity which led to leadership roles in many corporate initiatives.
- Established strong personal relationships with senior management, outside auditors and lenders based upon integrity, trust, thorough communication and dedication.

Financing / Capital Raising / M&A

- Senior member of a team which successfully syndicated \$800 million in acquisition financing for the Kroll / Altegrity merger.
- Negotiated an \$85 million revolving line of credit, increasing borrowing capacity 25% despite company's unprofitable status at the time.
- Played a management or other significant role in several domestic and international equity and debt offerings.
- Managed merger and acquisition due diligence and integration for more than 20 transactions.

Accounting / Administration / Reporting



- Designed a comprehensive management reporting and forecasting system, based upon the identification and tracking of key performance indicators, which provides timely, accurate and actionable information to operating management.
- Developed and instituted financial modeling techniques for financial and operational analysis (including reporting, planning and forecasting) that enhanced management effectiveness.
- Pioneered the use of electronic databases, including Hyperion system based tools, to augment the financial and operational reporting processes.
- Designed, implemented and maintained a comprehensive company-wide, SOX compliant, internal control system.
- Completely restructured and improved the finance and administrative departments through best practice oriented process changes, customized software and departmental reorganization.

Earlier experience in various financial reporting (SEC and ICC) and auditing functions with The Coca-Cola Bottling Co. of New York, Inc. (a Fortune 500 firm at the time).

EDUCATION AND CERTIFICATIONS

COLUMBIA UNIVERSITY

NEW YORK, NEW YORK

Master of Science, Strategic Communications

FAIRLEIGH DICKINSON UNIVERSITY

TEANECK, NEW JERSEY

Master of Business Administration, Finance

ST. PETER'S COLLEGE

JERSEY CITY, NEW JERSEY

Bachelor of Science, Accounting

CERTIFIED PUBLIC ACCOUNTANT

STATE OF NEW JERSEY (INACTIVE)

Robert Mackey, Ph.D.

Dr. Mackey oversees all reentry and in-prison treatment services, research and quality management for CEC. He served as Senior Vice President and Chief Operating Officer since 1997, while during that time under his direction, outcome-based research studies demonstrated significant reductions in recidivism by CEC program participants. Dr. Mackey has 40 years of experience in the field of treatment and is a licensed psychologist. He has served on several advisory boards for the State Superior and County Court systems in New Jersey for domestic violence. He has additional experience as a school psychologist for two major districts, and was a Program Director for community programs and substance abuse. Dr. Mackey is a U. S. Army veteran and has served on the Veterans Advisory Committee for Ocean County College.

PROFESSIONAL EXPERIENCE

Community Education Centers, Inc.
NEWARK, NJ

1997 – Present

Senior Vice President for Reentry Operations

Responsible for the clinical operations of adult and adolescent services in a multi-state education and corrections corporation.

Superior Court of NJ, Domestic Violence Intervention Services
OCEAN COUNTY, NJ

1985 - 1999

Consultant and Clinical Supervisor

Responsible for batterer and victim services, staff development and annual statewide training of Superior Court Judges. Provided training at the Rutgers Summer School of Alcohol and Drug Studies specializing in domestic violence and addiction education.

School Psychologist

Provided fifteen years of service to public regional and private schools for emotionally/behaviorally handicapped students.

Clinical Psychologist

Provided forensic and clinical services as a New Jersey Licensed Psychologist in private practice.

EDUCATION

Seton Hall University
SOUTH ORANGE, NJ

1992



Ph.D., Clinical Psychology 1979
MA, School Psychology 1976
Rehabilitation Counseling

Trenton State College (College of New Jersey) 1972
TRENTON, NJ

BA, Psychology

Ocean County College 1971
TOMS RIVER, NJ

AA, Liberal Arts

OFFICES HELD / ADVISORY POSITIONS

NJ Supreme Court Domestic Violence Working Group
Co-Chair of the Psychology Subcommittee

NJ Superior Court Domestic Violence Working Group
Chairperson of the Education Subcommittee

NJ Department of Education, Division of Special Education
Chair & Monitor of Advisory Teams for Schools for the Handicapped

Ocean County College Veteran's Advisory Committee

CERTIFICATIONS AND LICENSES

- NJ Licensed Psychologist
- NJ Certified School Psychologist
- NJ Certified School Social Worker
- NJ Certified Alcohol and Drug Counselor
- NJ Certified Domestic Violence Specialist

OTHER

US ARMY INFANTRY / VIETNAM 1969
Discharge: Honorable



Steven C. Tomlin, MHS, CAC, CCS
Vice President, Eastern Region

With over 20 years of experience in the fields of substance abuse and criminal justice, Mr. Tomlin is a national leader in re-entry services. An experienced authority on clinical and operational oversight, his current regional responsibilities include over 30 sites with a service capacity of 14,000 individuals. In addition, he serves as governmental liaison, working with local and national leaders shaping public policy on issues confronting the criminal justice system. Mr. Tomlin serves on the PA Special Planning Committee for Re-Entry and is scheduled to present at FCCD Conference in Clearwater, FL as part of the expert Re-Entry panel.

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. **2006 – Present**
WEST CALDWELL, NJ

Vice President, Eastern Region

MIN SEC COMPANIES **1999 – 2006**
PHILADELPHIA, PA

Project Director

GOOD FRIENDS, INC. **1997 – 1999**
MORRISVILLE, PA

Primary Therapist/PT

RHD, INC. **1998 – 1999**
PHILADELPHIA, PA

Facility Director

TODAY, INC. **1994 – 1998**
NEWTON, PA

Marketing/Outreach Coordinator/Program Coordinator

LIVENGRIN FOUNDATION **1989 – 1994**
BENSALEM, PA

Detox/Intake Counselor



EDUCATION

LINCOLN UNIVERSITY

LINCOLN, PA

Master of Health Science

ORGANIZATIONS AND PROFESSIONAL AFFILIATIONS

- Member of Pi Gamma Mu, International Honor Society in Social Science, Pennsylvania Alpha Lambda Graduate chapter
- Certified as Chemical Addiction Counselor (CAC) by Pennsylvania Chemical Addiction Certification Board (PCACB) in 1996
- Certified Clinical Supervisor (CCS)
- Former member Board of Directors, Pennsylvania Association of Alcoholism and Drug Abuse Counselors (PAADAC)
- Charter Member Pro-Act
- Charter Board Member Correctional Accreditation Managers Assoc. (CAMA-PA)
- Member of Drug and Alcohol Service Providers Organization of PA (DASPOP)
- Member of National Association of Alcoholism and Drug Abuse Counselors (NAADAC)
- Member of Pennsylvania Association on Probation and Parole

Marlene Riordan

Marlene Riordan has over 30 years of experience as a health service administrator in various health care settings with expertise in licensing and accreditation. She has an extensive background in strategic planning, operations, program development, managed care, marketing and referral development. Ms. Riordan also has comprehensive knowledge of quality management principles and is certified as a healthcare quality professional. Ms. Riordan is responsible for the development, operational management, and financial performance of Community Education Center's Health Care Services Division.

PROFESSIONAL EXPERIENCE

Community Education Centers, Inc.
WEST CALDWELL, NJ

2002– Present

Vice President Health Care Services

2003 - Present

Responsible for the development, operational management and financial performance of CEC's Health Care Services Division.

Director of Quality Management

2002 – 2003

Responsible for the overall organization and management of all activities related to accreditation and licensing (ACA, JCAHO, DYFS, DHS). Developed and implemented an organization-wide HIPPA Compliance Program.

MOUNT CARMEL GUILD BEHAVIORAL HEALTH SYSTEM
NEWARK, NJ

2000 – 2002

Associate Administrator for Quality Management

Developed and implemented a comprehensive QM program for a 17-site behavioral health system. Established the infrastructure to support the QM/PI process. Redesigned policies and procedures to ensure the delivery of quality care. Overall responsibility for the following key departments: Outcomes Management, Health Information Management, Patient Advocacy and Clinical Training Department. Successfully led the organization to JCAHO Accreditation in November 2000.

Re-engineered core processes and policies to ensure compliance with payer sources and regulatory bodies. Oversaw development of comprehensive education and training programs related to documentation and process improvement. Implemented and managed Medical Staff sub-committees including: Data and Quality Management Systems, Mortality & Morbidity Review and Critical Analysis.

HIP PINNACLE HEALTH ENTERPRISES
NORTH BRUNSWICK, NJ

1997 – 2000

Practice Site Administrator

Responsible for the overall management and productivity of two Practice Sites serving 12,500 members. General manager directing day to day operations of 50 non-physician staff and 10 physicians with a budget of 5 million dollars. Responsible for each functional area, office operations, human resource practices, fiscal management, facilities and telecommunications. Established positive relationships with physicians while dealing with difficult issues of scheduling and appointment access/availability. Developed a monthly report for physicians showing productivity and referral patterns. Implemented new billing and referral system and utilized reports available within new system to improve productivity of the practice.

Maintained a favorable budget variance for total expenses in each practice site. Improved phone access by redesign of the automated attendant resulting in an average abandonment rate of 5%. Consistently met standards for appointment availability and wait time. Promoted cross training of staff to enable greater workflow efficiency. Developed FTE report that was adopted statewide. Organized internship program and set program goals and evaluation guidelines.

GARDEN STATE MEDICAL GROUP/HIP

1995 – 1997

Regional Referral Utilization Manager

1996 - 1997

Responsible for developing a specialty referral management system that included the development/implementation of referral guidelines, monitoring compliance to the guidelines, providing variance feedback to physicians and analyzing results from a quality, financial and systems viewpoint. Designed specifications for monthly referral utilization report for physicians and management, which was adopted by reengineering group for statewide implementation. Identified physicians with high referral profiles and developed strategies with physician management to modify the referral pattern resulting in a 19% decrease in specialty referrals for CAT scans and MRIs over a six month period.

Successfully developed physician group consensus for referral management system in all key areas including internal medicine department and various specialties. Developed Physical Therapy Referral and Treatment Management Guidelines along with a variance feedback system that decreased unnecessary referrals to the specialty by 12%. In collaboration with the chief of dermatology, established a triage system for dermatology consults reducing referrals by 10%.

Network Physician Recruiter

1995 - 1996

Identified physician-staffing requirements. Initiated contacts and negotiated contracts with individual physicians and IPAs. Supported physician application and credentialing processes. Coordinated and negotiated contracts with primary care physicians and specialists in Warren and Sussex counties exceeding target goals required to apply for state license. Increased network of caregivers in Morris County who met specific professional standards by initiating contact and contracting with Northwest Covenant Health System physicians.

HIGH FOCUS CENTERS, INC.

1994 – 1996



RIVER EDGE, NJ

JCAHO Project Coordinator/Quality Improvement Director

Responsible for preparing center for JCAHO accreditation and state licensing. Implemented programs to meet regulatory agency requirements. Supervised five professional and support staff. Reported to CEO. Instituted compliance programs for human resources management, credentialing practices, quality improvement, risk management, utilization review, patient management and medical records. Responsible for the agency being granted a three-year accreditation with commendation from the JCAHO survey committee. Successfully prepared the center for its first state licensure survey.

**NORTHEAST RECOVERY NETWORK
CALDWELL, NJ**

1992 – 1994

Administrator

Managed operations of clinical programs and support departments. Formulated and monitored capital and personnel expense budget. Reported to CEO. Instrumental in implementing standards and monitoring activities achieving JCAHO accreditation. Restructured staffing resulting in overtime being reduced by 60%. Established a case management department resulting in decreased length of stay from 28 to 14 days and decrease in third party denials.

**FAIR OAKS HOSPITAL
SUMMIT, NJ**

1985 – 1992

Program Administrator

1991 – 1992

Managed and marketed Adolescent and Women's Treatment Programs. Established program objectives. Determined staffing requirements and managed program budget.

Associate Nursing Administrator

1985 – 1990

Directed patient care and supervised clinical nursing activities for three treatment programs. Responsible for recruiting and supervising a staff of 75 employees. Monitored compliance with accreditation standards. Developed and instituted a hospital-wide patient acuity and documentation system.

EDUCATION

FAIRLEIGH DICKINSON UNIVERSITY
RUTHERFORD, NJ
MPA, Health Services Administration

1994

SETON HALL UNIVERSITY
SOUTH ORANGE, NJ
BSN

1985

CERTIFICATIONS AND LICENSES



- Certified Professional in Healthcare Quality (CPHQ)
- Certified Correctional Health Professional (CCHP)
- Registered Nurse, New Jersey and Pennsylvania

AMikids, Inc. National and Regional Director of Educational Services

AMikids, Inc. Regional Director

AMikids, Inc. National Director of Mental Health and AMikids, Inc. Regional Director of MH Services

AMikids, Inc. Nursing Consultant Monica Nichols

AMikids, Inc. Accountant

**Program Executive Director
Michael Wright**

Shift Supervisors Patrick Cumbee, William Wigfall, Erik Wright, Vacant (1)

Director of Education Margry Daly

Director of Treatment Henrietta Gethers

Business Manager/ Administrative Assistant Jane Y. Wijthoff

- Direct Care James Alston
- Direct Care Chasity Baker
- Direct Care Sterling Blunt
- Direct Care Enga Bonds
- Direct Care Derrick Cubmee
- Direct Care Allen Dennison
- Direct Care Jasmine Fielding
- Direct Care Lafonda Haynes
- Direct Care Gary Houser
- Direct Care Gerald Irvin Jr.
- Direct Care John Manigault
- Direct Care Patricia Reddick
- Direct Care Audrey Fielding
- Direct Care/Food Service Worker (ServSafe) Mary McGirt

- Certified Teacher (SPED) Bobbie Collins
- Certified Teacher (SPED) Vacant
- Certified Teacher Ida Frasier

- HSP Betty Baker, Sean Neal, Sherry Reed

This organization chart reflects via ORANGE DOTTED LINES the relationship between the program and AMikids, Inc. staff. All AMikids, Inc. staff above in orange are reflected in the submitted budget

OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

AWARD LETTER

STATE OF SOUTH CAROLINA
MATERIALS MANAGEMENT OFFICE
CAPITAL CENTER
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Statement of Award

Posting Date: June 17, 2014

Solicitation: 5400007516
Description: MARINE & WILDERNESS CAMPS FOR DJJ
Agency: SC Department of Juvenile Justice

The State awards contracts noted below. This document becomes the final Statement of Award effective **8:00 A.M., June 18, 2014**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED (FOR EACH LOCATION): IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov ,

(b) by facsimile at 803-737-0639 , or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Maximum Contract Period: August 01, 2014 through July 31, 2019

Initial Contract Period: August 01, 2014 through July 31, 2015

Contract Number: 4400008565 **Vendor Number:** 7000023007
Awarded To: AMIKIDS INC
5915 BENJAMIN CENTER DRIVE
TAMPA FL 33634

***Total Potential Value:** \$ 6,892,750.00

Item	Description	**Yearly Budget
00001	Georgetown Marine Institute	\$1,378,550.00

Contract Number: 4400008566 **Vendor Number:** 7000023007
Awarded To: AMIKIDS INC
5915 BENJAMIN CENTER DRIVE
TAMPA FL 33634

Total Potential Value: \$ 6,892,750.00

Item	Description	**Yearly Budget
00002	Piedmont Wilderness Institute	\$1,378,550.00

Contract Number: 4400008567 **Vendor Number:** 7000023007
Awarded To: AMIKIDS INC
5915 BENJAMIN CENTER DRIVE
TAMPA FL 33634

Total Potential Value: \$ 7,734,100.00

Item	Description	**Yearly Budget
00003	Camp Bennettsville	\$1,546,820.00

Contract Number: 4400008568 **Vendor Number:** 7000023007
Awarded To: AMIKIDS INC
5915 BENJAMIN CENTER DRIVE
TAMPA FL 33634

Total Potential Value: \$ 7,745,915.00

Item	Description	**Yearly Budget
00004	Camp Sand Hills	\$1,549,183.00

Contract Number: 4400008569 **Vendor Number:** 7000023007
Awarded To: AMIKIDS INC
5915 BENJAMIN CENTER DRIVE
TAMPA FL 33634

Total Potential Value: \$ 7,701,190.00

Item	Description	**Yearly Budget
00005	Camp White Pines	\$1,540,238.00

Contract Number: 4400008581 **Vendor Number:** 7000118917
Awarded To: COMMUNITY EDUCATION CENTERS INC
35 FAIRFIELD PLACE
WEST CALDWELL NJ 07006

Total Potential Value: \$ 8,267,555.20

Item	Description	**Yearly Budget
00006	Camp Aspen	\$1,653,511.04

Contract Number: 4400008580 **Vendor Number:** 7000084060
Awarded To: GENERATIONS ALTERNATIVE PROGRAM
P.O. Box 80009
SIMPSONVILLE SC 29680

Total Potential Value: \$ 7,508,760.00

Item	Description	**Yearly Budget
00007	Generations Alternative Program	\$1,501,752.00

***Estimated for internal purposes only**

****Yearly Budgets for option years are dependent on available funding**

Procurement Officer
CHRIS MANOS