

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

FIXED PRICE BID –

SOLICITATION # 5400002734



State of South Carolina

Fixed Price Bid

Solicitation Number: 5400002734
Date Issued: 03/08/2011
Procurement Officer: Chris Manos, CPPB
Phone: (803) 737-4917
E-Mail Address: CMANOS@mmo.sc.gov

DESCRIPTION: FIXED PRICE STATEWIDE RESIDENTIAL SERVICES FOR CHILDREN

USING GOVERNMENTAL UNIT: Multi-Agency - See Section I, Scope of Solicitation for complete listing

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 OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>, or

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 for initial awards): 04/11/2011 11:00 A.M. (See "Deadline For Submission Of Offer" and Bids Received After Award – Fixed Price Bidding provisions)

QUESTIONS MUST BE RECEIVED BY: 03/18/2011 3:00 P.M. (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: Six (6) total including five (5) MAGNETIC MEDIA (See MAGNETIC MEDIA -- REQUIRED FORMAT – Section II B) and one (1) redacted electronic copy (see SUBMITTING CONFIDENTIAL INFORMATION – Sec. II A and SUBMITTING REDACTED OFFERS – Section II B.)

CONFERENCE TYPE: Not Applicable
DATE & TIME:

LOCATION: Not Applicable

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Award will be posted on **04/21/2011**. 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 thirty (30) 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.)

☐ Sole Proprietorship

☐ Partnership

☐ Other

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ 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)
	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)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> 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

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I. SCOPE OF SOLICITATION

The purpose of this fixed price bid invitation is to establish a source or sources for the purchase of Residential Services for Children for multiple state agencies. Providers of Residential Services for Children are needed in every area of the State to adequately serve children and their families. All approved and qualified providers will be placed on a Qualified Provider List (QPL) from which several different state agencies may select a provider for a particular client. Being placed on the Qualified Provider List does not provide a guarantee as to a specific number of clients to be served or a certain funding level for any Provider. Failure of a provider to receive business will not be grounds for a contract controversy under Section 11-35-4230 of the South Carolina Consolidated Procurement Code.

The State of South Carolina Materials Management Office is soliciting bids from vendors for the purpose of providing services listed herein. This is a one year contract with four one year options.

COMPLETE LIST OF USING GOVERNMENTAL UNITS

- The Department of Disabilities and Special Needs (DDSN)
- The Department of Juvenile Justice (DJJ)
- The Department of Mental Health (DMH), and
- The Office of the Governor, Continuum of Care for Emotionally Disturbed Children Division (COC)

Other agencies may be added to this list in the future.

NOTE:

The South Carolina Department of Social Services and the South Carolina Department of Health and Human Services are not participating in these contract services. However, each agency will have responsibilities as outlined in this solicitation.

For purposes of this solicitation, the terms Contractor and Provider will be used interchangeably.

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: 07/01/2011 End date: 06/30/2016. 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 [11-354610(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.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.htm> [02-2A040-1]

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]

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]

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 prebid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scmd.org/scgovweb/weather_alert.html [02-2A120-1]

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

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]

BIDDING REQUIREMENTS (MODIFIED)

Contractors, other than Psychiatric Residential Treatment Services Providers, must be licensed by the Department of Social Services and in compliance with all licensing requirements. A copy of the licensing manual may be requested directly from the Department of Social Services.

Psychiatric Residential Treatment Providers must be licensed by the Department of Health and Environmental Control. A copy of the licensing manual may be requested directly from the Department of Health and Environmental Control.

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]

MAGNETIC MEDIA – REQUIRED FORMAT (Modified)

If not submitting your offer on-line, your offer must be submitted 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 or CD set must be identical. 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, print and save into MMO's filing system.

SUBMITTING REDACTED OFFERS (Modified)

You are required to mark your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, 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 offer submitted. Portable Document Format (.pdf) as one document is preferred. Redacted copy must be accessible for reproduction and distribution by MMO upon request under the Freedom of Information Act.

ON-LINE BIDDING INSTRUCTIONS (NOV 2007)

(a) **Mandatory Registration: For on-line bidding, you must register before you can submit an offer! See instructions in clause entitled "VENDOR REGISTRATION MANDATORY".**

(b) **Steps for On-Line Bidding:**

#1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

#2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers On-Line".

[02-2B105-1]

OUT OF STATE PROVIDER ELEGIBILITY (MODIFIED)

Out of State Providers of group care intensive services, group care intermediate services, and group care independent living services will be eligible for the Qualified Providers' list if they are within 25 miles of the South Carolina State line. Out of state Providers must be in compliance with the state government licensing requirements of their home state.

PREFERENCES - A NOTICE TO VENDORS (MODIFIED)

Preferences do not apply to Fixed Price Bids.

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]

III. SCOPE OF WORK/SPECIFICATIONS

The following residential services are included in this solicitation:

- Group Care Independent Living Services
- Group Care Intermediate Services
- Group Care Intensive Services
- Therapeutic Foster Care
- Temporary De-escalation Care
- Psychiatric Residential Treatment

Group Care

Providers of Group Care Intensive Services, Group Care Intermediate Services, and Group Care Independent Living Services must comply with the State Standards for Residential Services (Attachment 1).

Therapeutic Foster Care

Therapeutic Foster Care Providers must comply with requirements outlined in State Requirements for Therapeutic Foster Care (Attachment 2). In addition, Therapeutic Foster Care Providers must be qualified to provide supplemental Medicaid Defined Rehabilitative Behavioral Health Services (RBHS) as authorized by the referring state agency. Specifically,

therapeutic foster care providers must be a Medicaid enrolled provider of Service Plan Development, Rehabilitative Psychosocial Services, Behavior Modification, Family Support, and Crisis Management. These RBHS services rendered must comply with the requirements of the Rehabilitative Behavioral Health Services Provider Manual published by the South Carolina Department of Health and Human Services (SCDHHS) and available on their website. In addition, therapeutic foster care providers must respond to the Fixed Price Bid for Medicaid Rehabilitative Behavioral Health Services and awarded a state contract to provide this service. The web address is:

<http://webprod.cio.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400001937>

Temporary De-escalation Services

Temporary De-escalation may be provided in therapeutic foster care or group care settings and must comply with the standards applicable for the level of care offered. This service is designed to be short term for a period of up to 30 days. Extensions may be authorized by the state agency as deemed appropriate by that agency.

Psychiatric Residential Treatment Facilities

SCDHHS maintains standards for Psychiatric Residential Treatment Facilities and Medicaid enrollment and compliance is required for these facilities. The Provider Manual is available on the SCDHHS website.

IV. INFORMATION FOR OFFERORS TO SUBMIT

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]

Offerors must submit a W-9 Form.

Offerors must also submit the following items for each group of services listed below that they intend to provide:

- I. Providers of Group Care Intensive, Group Care Intermediate, Group Care Independent Living Services and Group Care De-escalation (Intermediate or Intensive) submit the following:
 - a. Submit a Summary of Program Information for each service and location you plan to provide.
 - b. Submit a copy of your DSS License
 - c. Submit a letter to: Materials Management Office, Attention: Chris Manos, PO Box 101103, Columbia, SC 29211

The letter must be signed by an individual authorized to legally bind the company or corporation submitting the bid, and it must state that:

- You are licensed by the Department of Social Services.
 - You agree to accept the reimbursement level set by this solicitation.
 - You will comply with all of the terms, conditions, and standards for the provision of services.
 - You will comply with all future terms, conditions, standards and updates that are established by the state agencies.
 - d. If you are not considered to be a resident of the State of South Carolina, submit a completed State of South Carolina Department of Revenue Nonresident Taxpayer Registration Affidavit, Income Tax Withholding form attached to this document.
- II. Providers of Psychiatric Residential Treatment Facility Services submit the following: (Note: You must be a Medicaid Provider of Psychiatric Residential Treatment Facility services prior to submitting the information noted below.)
 - a. Submit a Summary of Program Information for each service and location you plan to provide.
 - b. Submit a copy of your DEHEC License

- c. Submit a letter to: Materials Management Office, Attention: Chris Manos, PO Box 101103, Columbia, SC 29211

The letter must be signed by an individual authorized to legally bind the company or corporation submitting the bid, and it must state that:

- You are licensed by the Department of Health and Environmental Control.
 - You agree to comply with all the terms and conditions of this solicitation.
 - You are currently enrolled in the South Carolina Medicaid program as a provider of Psychiatric Residential Treatment Services. (Include Medicaid Provider Number assigned by SCDHHS)
 - You agree to accept the reimbursement level set by SCDHHS or its agents.
 - You will comply with all of the terms, conditions, and standards for the provision of services that are established by SCDHHS or its agents and the State Agencies.
 - You will comply with all future terms, conditions, standards and updates that are established by DHHS or the State Agencies.
- d. If you are not considered to be a resident of the State of South Carolina, submit a completed State of South Carolina Department of Revenue Nonresident Taxpayer Registration Affidavit, Income Tax Withholding form attached to this document.

III. Providers of Therapeutic Foster Care Levels I, II, or III and/or de-escalation at Levels I, II, or III, submit the following: (Note: You must be an enrolled Medicaid provider of Service Plan Development, Rehabilitative Psychosocial Services, Behavior Modification, Family Support, and Crisis Management Rehabilitative Behavioral Health Services prior to submitting the information noted below.)

- a. Submit a Summary of Program Information for each service and location you plan to provide.
- b. Submit a copy of your DSS License
- c. Submit a letter to: Materials Management Office, Attention: Chris Manos, PO Box 101103, Columbia, SC 29211

The letter must be signed by an individual authorized to legally bind the company or corporation submitting the bid, and it must state that:

- You are licensed by the Department of Social Services.
- You agree to accept the reimbursement level set by this solicitation.

- You will comply with all of the terms, conditions, and standards for the provision of services.
 - You will comply with all future terms, conditions, standards and updates that are established by the state agencies
 - You are enrolled in the Medicaid Rehabilitative Behavioral Health Services Program. (List the specific services and include Medicaid Provider Number assigned by SCDHHS)
 - You agree to accept the reimbursement level established by this solicitation,
 - You agree to accept the reimbursement level established by the SCDHHS or its agents for Rehabilitative Behavioral Health Services.
 - You will comply with all of the terms, conditions, and standards for the provision of services that are established by DHHS or its agents and the State Agencies.
 - You will comply with all future terms, conditions, standards and updates that are established by DHHS or the State Agencies
- d. If you are not considered to be a resident of the State of South Carolina, submit a completed State of South Carolina Department of Revenue Nonresident Taxpayer Registration Affidavit, Income Tax Withholding form attached to this document.

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. [055030-1]

VI. AWARD CRITERIA

AWARD CRITERIA -- FIXED PRICE BIDDING (JAN 2006)

Award will be made to all responsive and responsible Offerors. [06-6023-1]

BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING (MODIFIED)

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation.

Bids received after the initial awards will be reviewed and awarded, if requirements above have been met, approximately every six months beginning January 1, 2012. However, the State will review bids and process awards at their discretion. Offerors should submit an email to the procurement officer listed on the Cover Page *upon the electronic submission of a bid after the initial opening date stating bid has been submitted.*

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]

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. [07-7A0101]

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]

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 60741.5(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 (JAN 2006)

(a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be

made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. [07-7A055-1]

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. [077A060-1]

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. [077A075-1]

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. [07-7A0801]

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. [077A090-1]

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 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 nonprofessional 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. [077B065-1]

CONTRACTOR'S FACILITY AND PROGRAMMING

Child placing State Agencies must be allowed to review Contractor's facility and programming prior to making placements.

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]

GUARANTEED BEDS (MODIFIED)

In order to assure the availability of placement for its clients, State agencies may, at their option, request that a provider reserve a certain number of slots/beds for the exclusive use of one or more of the participating agencies. If a provider agrees to such a request, the participating agency will guarantee payment at the established rate or any lower rate agreed upon by the provider and the agency.

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 subsubcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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]

PRICING (MODIFIED)

Current Providers of Group Care will maintain their rate effective July 1, 2010 as follows:

Group Care Intensive Services:	Form \$166.64 up to \$209.87
Group Care Intermediate Services:	From \$74.69 up to \$120.76
Group Care Independent living Services:	From \$86.87 up to \$94.88

New Providers of Group Care, with the exception of Psychiatric Residential Treatment Facilities, who may enroll under this solicitation, will receive a fixed price daily rate as follows:

Group Care Intensive Services:	\$166.64
Group Care Intermediate Services:	\$74.69
Group Care Independent living Services:	\$86.87

Psychiatric Residential Treatment Facilities will continue to have their rate set by Health and Human Services.

Therapeutic Foster Care State Rates are as follows:

Level 1:	\$42.50
Level 2:	\$57.75
Level 3:	\$78.35

Medicaid RBHS will be authorized, as deemed appropriate by the referring state agency in conjunction with the State Services outlined in Attachment 2.

Temporary De-escalation providers will continue to be reimbursed according to the same methodology as the level of care offered.

PRICE ADJUSTMENTS (MODIFIED)

- (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.

(3) Untimely allocations for using State agencies' budgets by the legislature to these budgets will be sufficient cause to change prices for one or more using State agencies. These changes may be made independently or as a group including the prices set forth herein for the initial term or any subsequent contract term. Mid term adjustment to these budgets will be sufficient cause to change prices mid term by providing 30 day notice to contractors. Contractors, when notified of these changes, who disagree, may request to opt out of the contract. Contractor must provide written notice of their intent to opt out of the contract within ten days of receiving notification of price change to the procurement manager and to all agencies which had placed clients in their facility. In addition, Contractor must maintain services to currently housed clients until these clients can be properly relocated.

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]

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]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

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 1 year, 0 months, 0 days 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 1 year, 0 months, and 0 days, 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 ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

Exception noted on page 24, PRICE ADJUSTMENTS (MODIFIED) (3).

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]

TERMS AND CONDITIONS FOR DESIGNATED PROGRAM SERVICES (MODIFIED)

Terms and Conditions Related to Service Provision

- **Determination of Eligible Clients**

Determination of eligibility for reimbursement will be the responsibility of the referring agency of the child to be served. For reimbursement, written confirmation of client eligibility from the referring agency must be in the possession of the provider. The client will be considered eligible as of the official date of his or her acceptance as a full service client by the referring agency.

- **Service Only to Eligible Clients**

The provider agrees to utilize State funds stipulated in this contract to serve only children who have been certified eligible by the referring agency. Services provided to a client prior to certification of eligibility and acceptance by the referring agency will not be reimbursable under this contract.

- Service Authorization

The referring agency will be solely responsible for authorizing service delivery and determining the extent to which the services are needed by a client. The referring agency will not be liable for payment for any unauthorized services.

- Acceptance of Children's Service Application Referral Form

The agencies participating in this solicitation have all agreed to use the single Children's Service Application Referral Form, or a referral which is similar in content, which is included as Attachment 4. This form may be revised by the State Agencies. All providers who are awarded contracts as a result of this solicitation will accept the form and will not require the referring agency to complete additional internal application forms.

- Therapeutic Foster Care

Prior to moving a child between Therapeutic Foster Homes, the provider must obtain the approval of the referring state agency case manager. Exceptions may only be made in emergency situations when the case manager is not immediately available. In these instances, the case manager should be consulted as soon as contact can be made.

- Therapeutic Foster Care Capacity and Approvals

If the provider intends to allow placement of more than one child in a Foster Home it must receive prior approval from the referring agency of each child. The provider and the referring agency will take into consideration the needs of each child in the home as a part of this collaborative process. A Request for Permission to Place Children in a Foster Home with Other Children Form (Attachment 5) must be maintained by the Provider to verify approval for such multiple placements. The following conditions must be met as a result of this standard:

- No more than one (1) child who is receiving services will be placed in a foster home at any given time without the prior approval from the referring agencies' designated agent/representative of all children who are to be placed simultaneously in that home.
- The number of children in a foster home must be in compliance with DSS Foster Care licensure guidelines.

- Discharging Clients

Except in circumstances that pose a risk to the health and/or well being of the child, the provider and/or the referring State agency that placed the child must give one another a six (6) day notice before discharging the child. If discharge is imminent, such a determination may be made through a cooperative effort between the provider and the referring agency. The state agency may require an earlier discharge in those instances where the parents/legal guardian(s) insist on immediate removal.

- Confidentiality

Provider will maintain strict confidentiality and privacy of all information, records, and communications regarding clients of the referring agency. Except as provided for under applicable State and Federal laws and regulations, provider will release no information about a client of the referring agency in any form which makes him or her individually identifiable to any person or entity with out the written permission of the referring agency, the client's parent or legal guardian or the client (if 18 years or older and competent).

Terms and Conditions Related to Transportation

- General Requirements

All providers of residential services will be responsible for providing local transportation to routine services and appointments. This includes, but is not limited to, transportation to medical appointments, dental appointments, therapy, and personal services. Providers will be responsible for all care coordination involving transportation and not shift this responsibility to the case manager or designated referring agency.

- Requirements for Staff Who Transport Clients

If the employee's position description requires that she/he transport clients, a copy of the individual's motor vehicle record (MVR) will be kept in the individual's personnel record. Individuals whose MVR shows involvement in more than two accidents in the last three years in which said individual was at fault, or against whom more than eight current violation points have been assessed, will be unqualified to transport clients.

Programs must also adhere to any other State or Federal regulations regarding transportation of clients as applicable, e.g., “Jacob’s Law”.

Terms and Conditions Related to Insurance

The Provider will maintain during the term of this contract insurance coverage in the following minimum amounts:

- Professional Liability Coverage in the minimum amount of \$600,000
- General Liability Coverage in the minimum amount of \$600,000
- Automobile Liability Coverage in the minimum amount of \$600,000, Combined Single Limit.

No child will be placed in any facility operated by a provider unless a copy of a current Certificate of Insurance is on file. The Department of Social Services licensing staff will review the current Certificate of Insurance during the facility’s licensing or re-licensing review. If the provider does not have a copy of the Certificate of Insurance, then licensure will mandate the appropriate corrective action. The State will accept no responsibility to assist a provider if said provider fails to carry sufficient liability insurance.

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 provider will take necessary steps to insure or protect itself and its personnel. The provider will comply with all applicable local, state and federal occupational and safety acts, rules and regulations.

Terms and Conditions Related to Program Effectiveness and Monitoring

The participating State agencies and/or their designate are authorized to monitor and evaluate the operations of the providers’ program and to require the providers to monitor and evaluate the effectiveness of their own program operations. When applicable, SCDHHS and/or their designate are authorized to monitor and evaluate the operations of the providers’ program with regard to Medicaid Standards.

- Program Review

The provider agrees to permit and cooperate with any program reviews undertaken by one or more of the participating State agencies or by any entity designated by the State agencies.

- Monitoring

The provider will collect, maintain, and report program, statistical, financial and any other data required to complete documentation, participate in quality assurance reviews conducted by the state, or otherwise assist the State in monitoring and evaluating the effectiveness of the services provided to the children who are being served by the provider.

The provider will make all program records and delivery sites open to the referring agency or entity designated by State agencies in order that it may perform program reviews. The referring agency or entity designated by State agencies will have the right to examine and make copies, excerpts, or transcripts from all applicable client records, contact the client for documentation of service delivery, observe services being rendered, conduct consumer surveys, and conduct on-site reviews of all matters relating to service delivery as specified by this Contract.

In order to prevent loss or misuse of information or records, the transfer of any records in the custody of the provider is prohibited without written authorization of the State agency. This clause does not preclude the release of information as required under State and Federal law.

All information released and/or made available will be subject to the confidentiality requirements.

- Unannounced Monitoring Visits

All providers should be aware that the State fully intends to make unannounced quality assurance monitoring visits to program. When such monitoring visits occur, providers will fully cooperate with the reviewers.

- Conditions for Contract Review

Information gathered by a state agency or the entity designated by State agencies during any monitoring visit (announced or unannounced) may be shared with all State agencies participating in this contract. Depending on the information found during the monitoring visit, the information may also be shared with licensing and/or investigative authorities. Corrective action plans should be submitted as required by the state agency or state agency representative.

- Reporting Fraudulent Activity

If at any time during the term of this Contract, the provider becomes aware of or has reason to believe by whatever means that, under this or any other program administered by the referring agency, a recipient or applicant for services, an employee of the provider or the agency and/or subcontractor or its employees, has improperly or fraudulently applied for or received services pursuant to this or any other Contract, such information will be reported in confidence by the provider directly to the appropriate authority.

Terms and Conditions- Special

- Necessity for Medicaid Enrollment

The State will not guarantee reimbursement for clients that are not eligible for the Medicaid program unless you have responded to this fixed price bid, been awarded a contract, and placed on the QPL. Group Care Intensive Services, Group Care Intermediate Services, and Group Care Independent Living Services providers will not be enrolled in Medicaid.

- Removal from Qualified Provider List

The State reserves the right to remove you from the Qualified Provider List and terminate your contract upon termination or revocation of your facility or child placing agency license, or Medicaid approval, if applicable.

- Reimbursement Level

The reimbursement level for Medicaid funded services is determined by SCDHHS and the reimbursement level for other services is determined by participating state agencies. Adherence and acceptance is required by all qualified providers.

Reporting and Filing Status

At a minimum, the following reports will be required of the contractor:

- Treatment or Care plans/Independent Living plans

Copies of these plans as well as reformulations for all clients served by the provider must be sent to the referring agency. These reports will be sent to the referring agency within ten days of the completion date.

- Progress Summary Notes or Clinical Summary Notes

Documentation of services provided must be sent to the referring agency monthly.

- Critical Incidents

Copies of critical incident reports, Attachment 7, will be submitted to the referring agency caseworker and other required entities as soon as practical, but no later than the end of the first business day following the incident. Programs will also report any critical incidents in accordance with applicable state statutes.

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

1. Death of a client
2. Attempted Suicide by a client
3. Absence without approval
4. A report to or involvement of an outside regulatory agency (this includes law enforcement.)
5. An emergency change in placement
6. 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 report to the referral agency within 24 hours by telephone regardless of Saturdays, Sundays, and holidays.

All DJJ Event Reporting Management Information System (ERMIS) reporting requirements apply for juveniles under the supervision of the Department of Juvenile Justice. (Attachment 6)

- Discharge Reports

Copies of discharge reports for all clients served by the provider must be sent to the referring agency within 10 working days after the discharge.

- Reporting Requirements for Programs Located Outside the State of South Carolina

Out of state programs will report any critical incidents to the:

1. Investigative authority of the state in which the facility is located in accordance with all applicable state statutes,
2. Child's referring agency, and
3. South Carolina Governor's Office of Children's Affairs, 1205 Pendleton Street, Suite 477, Columbia, South Carolina 29201 803-734-0409(telephone), 803-734-1630 (facsimile)

All allegations of suspected abuse or neglect are specifically included in these reporting requirements. The critical incidents will be reported to the child's referring agency and to the South Carolina Governor's Office of Children's Affairs.

- Parole Board Reports

All reports required by the Juvenile Parole Board will be submitted according to time frames outlined by the Board.

- DJJ Reporting Management Information Systems

For juveniles under the supervision of the Department of Juvenile Justice on probation, parole, or transfer status, provider must comply with the DJJ Event Reporting Management Information System (ERMIS) Policy. (Attachment 6) In order to avoid duplication, when appropriate, the Critical incident Report may be used as an attachment to describe the event.

- Requirements for Programs that make changes in their Operations

If you plan to make any changes in your program you must:

1. Notify as applicable the Materials Management Office, Health and Human Services, the Department of Social Services Licensure, and all other applicable state agencies in writing.
2. Receive input, instruction and/or approval from the Materials Management Office and all other applicable State agencies prior to making the changes,
3. Complete and submit a new Summary of Program Information Sheet (Attachment 3) to State Procurement with a copy to the State Agencies (Attachment 8).
4. Complete and submit any other required forms and documentation.

Changes subject to the provisions of this clause include, but are not limited to:

1. Changing the name and address of your program
2. Changes in the population served, e.g., gender age range served, specialized programming, etc.
3. Changes in the number of beds in your program, and/or
4. Moving your program from one location to another

Requests for Reimbursement

- Time of Filing

All invoices must be filed with the referring agency by the tenth working day of the month following the end of the previous month, unless otherwise agreed to in writing by the State agency.

The final reimbursement request for the state fiscal year must be filed no later than the third working day of July or the State will not be able to guarantee reimbursement.

The state will not reimburse a provider for a service unless the state is billed according to required time frames, unless the purchasing agency, at its sole discretion, determines that such reimbursement should be made.

- Place of Filing

All of the reports referenced in this section will be filed at a location to be specified by the referring agency.

- Failure to File Report or Reimbursement Request

If the provider fails to file any required report or reimbursement request within the above specified time, all funds due to the provider may be withheld by the referring agency until the late report is filed.

- Form of the Request and Required Documentation

If either the child or service is not eligible for Medicaid reimbursement, in order to receive reimbursement under this contract, the provider must complete and submit a request for reimbursement form which will be provided by the referring state agency. Reimbursement will not be made until all required reports have been submitted. If the child and the service are eligible for Medicaid reimbursement, the provider must comply

with all reimbursement procedures established by the State Medicaid agency and/or any other agency which provides reimbursement for the service.

- Adjustment to Payment

The State reserves the right to recoup any funds owed by the provider as a result of overpayment, costs disallowed as a result of audit exceptions, failure by the provider to deliver agreed upon services or for any other reasons resulting from a deficiency or error on the part of the provider.

- Assurance of Completions

The provider agrees that, it will deliver the full amount of services required under this contract. In the event that the provider fails to deliver said services, the referring agency will have the right to recover any funds paid to the provider for the services which were not delivered.

- Final Reimbursement Request

If the Contract is terminated, or if during the last month of the Contract period it is known that the provider will not receive a Contract for subsequent period, the final reimbursement request will not be paid until the final request for Reimbursement is received.

- Clients Who Are Absent

The Medicaid Absentee policy will apply, unless there are other arrangements negotiated between the provider and the referring agency, for both Medicaid and Non-Medicaid services. Otherwise, providers will not be reimbursed for days on which the clients are absent. (See State Standards for Group Care)

- Third Party Reimbursement

The provider agrees that if any third-party reimbursements, including private insurance carriers, Medicaid, or reimbursements from any other source are available for this service, it will actively cooperate with the applicable State agency to seek such reimbursements in order to reduce the overall cost of the program to the State. Medicaid is the payer of last resort.

- Payment for Allowable Expenditures Only

The referring agency will make payments only for eligible units of service delivered by the provider in the course of providing services pursuant to this Contract.

- Fees for Services

No fees for services, either mandatory or discretionary will be imposed by the provider upon any eligible recipient for any services that are billed to the State. Any collection of fees from eligible recipients or use of coercion to attempt to collect same in violation of these sections will be grounds for termination of this Contract and reimbursement for any services provided.

- Audits

Records with respect to all matters covered by this Contract will be made available for audit and inspection by federal and/or state agencies and/or their representatives. Records will be maintained for seven years.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Section Not Applicable – Intentionally Omitted

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING OFFEROR'S CHECKLIST

ATTACHMENT 1	STATE STANDARDS FOR RESIDENTIAL SERVICES
ATTACHMENT 2	STATE STANDARDS FOR THERAPEUTIC FOSTER CARE
ATTACHMENT 3	PROGRAM INFORMATION SUMMARY
ATTACHMENT 4	MULTI-AGENCY CHILDREN'S SERVICES REFERRAL APPLICATION
ATTACHMENT 5	REQUEST FOR DUAL PLACEMENT IN A THERAPEUTIC FOSTER HOME
ATTACHMENT 6	STATE OF SOUTH CAROLINA DJJ POLICIES AND PROCEDURES
ATTACHMENT 7	CRITICAL INCIDENT REPORT
ATTACHMENT 8	AGENCY CONTACT LIST

NOTE: Attachments 1 through 8 can be found on line with solicitation documents.

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

LANCASTER CHILDREN'S HOME

ATTACHMENTS

ATTACHMENT 1

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 20-7-2250.

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 student 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 20-7-2250.

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 student 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 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 20-7-2250.

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. Oncall 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 student 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 20-7-2250 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). An Employee who has more than two at fault accidents and/or has more than eight current violation points is barred from transporting clients. 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 Attachment 1. 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 (Attachment 1) is located at the end of this Amendment. 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 20-7-2250

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 20-72250, 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 of 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

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- 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.

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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

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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

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- 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, as outlined in Attachment 8 of the solicitation, will provide directly to the Contractors the 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 Attachment 7 of the Solicitation. 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-ofstate 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.

RESIDENTIAL GROUP CARE WEEKLY PROGRESS SUMMARY NOTE

Client Name (Last, First, MI)		Date of Birth:					
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Date Mo/Day/Yr)							
Present/Absent							
Client participated in the following program components this week:							
<input type="checkbox"/> Assessment/Care <input type="checkbox"/> Planning <input type="checkbox"/> Behavior Management	<input type="checkbox"/> Educational/Vocational <input type="checkbox"/> Life Skills /Independence		<input type="checkbox"/> Crisis Intervention <input type="checkbox"/> Recreation		<input type="checkbox"/> Transitional Services <input type="checkbox"/> General Care (Social, Physical, Emotional)		
<p>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.</p>							

5. Staff Signature and Title Date:	6. HSP Signature and Title Date:

ATTACHMENT 2

State Standards for Therapeutic Foster Care

Therapeutic Foster Care is an out of home placement option which offers services that exceed the requirements of Foster Care. This guide defines and outlines the requirements for three levels of care. In addition to the state services purchased, agencies may elect to supplement with Rehabilitative Behavioral Health Services as the agency deems appropriate.

Levels of Care

Agencies may select one of three levels of State Services.

Level I refers to the level of supervision required to manage and stabilize children who present moderate behavioral management issues. A structured and supportive home environment is essential.

Level II refers to the level of supervision required to manage and stabilize children who present moderate to severe behavioral management issues. Additional structure and support is needed.

Level III refers to the level of supervision required to manage and stabilize children who present severe behavioral management issues. Intensive structure and support is needed.

Requirements of Therapeutic Foster Parents

Level I: The Therapeutic Foster Parents will meet the minimum training requirements.

Level II: The Therapeutic Foster Parents will have an additional five hours of client-specific training.

Level III: The Therapeutic Foster Parents will have an additional seven hours of client-specific training.

Staff Availability

A professional staff member must be on call for the foster parents and the child 24 hours a day, seven days a week.

Supervision

The services will be directly supervised by an assigned professional staff member from the foster care agency. This staff member will supervise the Foster Parents and evaluate and oversee the services provided to the child.

Contact Requirements

Level I: The assigned professional staff member will contact the Foster Parents at least weekly to monitor the child's progress. There should be a meeting with the Foster Parent as often as needed, but there must be face-to-face contact at least once per month and telephone contact at least once per week.

Level II: The assigned professional staff member will contact the Foster Parents at least twice weekly to monitor the child's progress. This should include at least two face-to-face meetings monthly.

Level III: The assigned professional staff member will contact the Foster Parents at least twice weekly to monitor the child's progress. This should include at least one face to face meeting and one telephone contact weekly.

Program Content

The following services will be considered integral components of Therapeutic Foster Care and should be provided by the contracting agency:

Program Web Address

E-Mail Address

Check Service to be Provided

		Level				
		I	II	III	GCM	GCI
Group Care Intensive (GCI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Group Care Intermediate (GCM)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervised Independent Living (GCSIL)	<input type="checkbox"/>					
Therapeutic Foster Care (TFC)	<input type="checkbox"/>					
Therapeutic Foster Care (TDC)	<input type="checkbox"/>					
Psychiatric Residential Treatment Facility (PRTF)	<input type="checkbox"/>					

Program Licensing Information

License #:

Population to be Served

Beds By Gender:

of Beds:

Age of Clients to be Served:

Male ☐
Female ☐
Total Beds

Minimum _____ Maximum _____
Minimum _____ Maximum _____

Program Description

Educational services clients will receive:

EIN# _____

NPI # _____

Street: _____

City _____

Zip _____

MULTI-AGENCY CHILDREN'S SERVICES REFERRAL APPLICATION

Date of Referral: _____ Date Placement is Needed: _____

Type of Referral: ☐ Intensive Group Care ☐ Intermediate Group Care
☐ Independent Living Group Care
☐ Residential Treatment Facility ☐ Therapeutic Foster Care
☐ Temporary De-escalation Care ☐ Other: _____

Referring Agency: ☐ COC ☐ DDSN ☐ DJJ ☐ DMH ☐ DSS ☐ DSS-IFCCS
☐ Other: _____

If client is in DSS custody, has the ISCEDC team approved placement? ☐ Yes ☐ No

Case Manager's Name: _____

Phone Number: _____ Fax Number: _____

Address: _____

CLIENT INFORMATION

Client's Name: _____

Alias/Nickname: _____

Social Security Number: _____ Date of Birth: _____

Age: _____ Gender: _____ Race: _____ Height: _____ Weight: _____

Religious Affiliation: ☐ Protestant ☐ Catholic ☐ Muslim ☐ Jewish ☐ None
☐ Other: _____

Place of Birth: _____ County of Legal Custody: _____

Legal Custodian: _____ Relationship to Client: _____

Address: _____ Telephone

Number: _____

Hobbies: _____

Strengths: ☐ Strong Family Base ☐ On Grade-Level ☐ Good Socialization Skills
 (Check all that apply) ☐ Appropriate Reading Level ☐ Good Verbal Skills ☐ Appropriate Coping Skills
☐ Average/Above IQ ☐ Good Personal Hygiene
☐ Other: _____

Reason for Referral: _____

Client's Current Placement: _____

Type of Facility:

- ☐Intensive Group Care
☐Temporary De-escalation Care
- ☐Intermediate Group Care
☐Residential Treatment Facility
☐Other _____
- ☐Independent Living Group Care
☐Therapeutic Foster Care

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Number of Previous Placements: ☐ 0-3 ☐ 4-6 ☐ 7-10 ☐ More than 10

Placement	Dates (From/To)	Reason for Discharge

Placement History (Please list all placements including psychiatric hospitalizations. Attach additional page(s) if necessary.)

Current Behavioral Problems/Weaknesses (Check all that apply):

- ndonment Issues

ressive (Verbally)

iety

w Grade Level

ression

elopmentally Delayed

ng Disorder

meless

Self-Esteem
- ressive (Physical)

ohol/Drug Abuse

on

elty to Animals

roys Property

Setting

eractive

/Grief Difficulties

ositional/Defiant
- ressive (Sexual)

social Behavior

wetting

usional

iculty with Authority

ctionally Illiterate

ulsive

IQ/Mental Retardation

ntal Neglect Issues

Physical Reactions/Behavior
 Personal Hygiene
 Social Skills
 Self-Destructive Behavior
 Learning Related Difficulty
 Interests
 Other: _____

Physical Disability: _____
 Problems at School
 Usually Acts Out
 Inappropriate Gestures
 Incompetency
 Other: _____

Coping Skills
 Reality Orientation
 Running Away
 Usually Provocative
 Suicidal Ideation
 Usually/Ungovernable
 Other: _____

Client has been a victim of (check all that apply):

Physical Abuse	Sexual Abuse	Emotional Abuse	Stigmatized-Perpetrator: _____
Physical Abuse	Sexual Abuse	Emotional Abuse	Stigmatized-Perpetrator: _____
Physical Abuse	Sexual Abuse	Emotional Abuse	Stigmatized-Perpetrator: _____
Physical Abuse	Sexual Abuse	Emotional Abuse	Stigmatized-Perpetrator: _____

MENTAL HEALTH AND HEALTH INFORMATION

DSM IV-TR Diagnosis Information

DSM-IV-TR	Diagnosis	Diagnosed	

I
 II
 V
 VI

Medication Information (list all current medications, dosages, and instructions):

Medication Name	Dosage	Instructions

Emotional/Behavioral Functioning (Findings from psychological assessments): _____

Medical Conditions (check all that apply):		C= Current	H= History of
<input type="checkbox"/> H	xia	<input type="checkbox"/> H	a
<input type="checkbox"/> H	en Pox	<input type="checkbox"/> H	lsions
<input type="checkbox"/> H	resis	<input type="checkbox"/> H	ng
<input type="checkbox"/> H	AIDS	<input type="checkbox"/> H	es
<input type="checkbox"/> H	ye <input type="checkbox"/>	<input type="checkbox"/> H	orm
<input type="checkbox"/> H	hroat <input type="checkbox"/>	<input type="checkbox"/> H)
Other: _____			

s

Date of Last Physical Exam: _____ Dental Exam: _____ Eye Exam: _____

Dental Appliances: ☐Yes ☐No Contacts/Glasses: ☐Yes ☐No

Allergies: _____

Special Dietary Needs: _____

Medicaid Number: _____

Medical Insurance Policy Carrier, Number(s), Holder: _____

FAMILY INFORMATION

Legal Mother's Name: _____

Address: _____

Telephone #: _____ Race: _____ Educational Level (if known): _____ Criminal Record: ☐Yes ☐No

Legal Father's Name: _____

Address: _____

Telephone #: _____ Race: _____ Educational Level (if known): _____ Criminal Record: ☐Yes ☐No

Are the Legal Parents: ☐Married ☐Separated ☐Divorced ☐Mother Deceased ☐Father Deceased ☐Other: _____

Have Parental Rights Been Terminated? ☐No ☐Yes, date: _____

Name of Sibling(s)	Current Placement

Family Contacts (Type of contact: T = telephone C = correspondence F = face-to-face O = other (specify))

Significant Family Member Name	Relationship to Client	Address	Phone Number	Type of Contact with Client

Other Approved Contacts

Name	Relationship to Client	Address	Phone Number	Type of Contact with Client

Are there any special conditions/restrictions for home visits or furloughs? ☐ No ☐ Yes (explain):

There is a family history of (check all that apply for the biological/birth family):

☐ Child Abuse/Neglect
 ☐ Criminal Activity
 ☐ Treatment Disruption
☐ Inappropriate Sexual Behavior
 ☐ Psychiatric Illness
 ☐ Other: _____

There is a family history of (check all that apply for the legal family):

☐ Child Abuse/Neglect
 ☐ Criminal Activity
 ☐ Treatment Disruption
☐ Inappropriate Sexual Behavior
 ☐ Psychiatric Illness
 ☐ Other: _____

Provide a brief family history on education, behavior, development, adoption, psychosocial, legal (arson, stealing, sexual, burglary, and assault), parent's psychiatric history, etc.: _____

SCHOOL INFORMATION

Name of Last School Enrolled _____ District: _____ Grade: _____

Special Education Classification: ☐ ☐ Learning Disabled ☐ ☐ Emotionally Disturbed ☐ ☐ Educable Mentally Disabled

☐ ☐ Trainable Mentally Disabled ☐ ☐ Other Health Impairment ☐ ☐ Speech or Language Impairment

☐ ☐ Profoundly Mentally Disabled ☐ ☐ Hearing Impairment ☐ ☐ Visual Impairment ☐ ☐ Multiple Disabilities
☐ ☐ Deafness ☐ ☐ Deafness-Blindness ☐ ☐ Autism ☐ ☐ Traumatic Brain Injury ☐ ☐ Orthopedic Impairment
☐ ☐ None (Regular Education)

Delivery Model:

☐ ☐ Resource Room ☐ ☐ Self-Contained Classroom ☐ ☐ Itinerant
☐ ☐ Medical Homebound (Requires a physician's order) ☐ ☐ Homebased (Special Education. Requires an IEP)
☐ ☐ Regular Education

he client have a current IEP? ☐ ☐ Yes ☐ No If yes, county and district that prepared it: _____

he client have a Section 504 plan? ☐ ☐ Yes ☐ No If yes, date: _____

he client have a history of truancy? ☐ ☐ Yes ☐ No

e client ever been suspended? ☐ ☐ Yes ☐ No If yes, when and why: _____

e client ever been expelled? ☐ ☐ Yes ☐ No If yes, when and why: _____

he client have a current IEP? ☐ ☐ Yes ☐ No If yes, county and district that prepared it: _____

IQ/Achievement/Adaptive Testing

Name of Test	Date Administered	Administered By	Scores and Range (i.e., low average)

AGENCY/COURT INVOLVEMENT

Agencies Currently Involved with the Client:

☐ Children's Case Resolution Services ☐ Continuum of Care ☐ Department of Disabilities and Special Needs
☐ Department of Juvenile Justice ☐ Department of Mental Health ☐ Department of Social Services
☐ Department of Social Services-IFCCS ☐ Department of Vocational Rehabilitation
☐ Other: _____

Has the client ever been to court? ☐ Yes ☐ No If yes, indicate type of court and outcome:

Does the client have pending charges? ☐ Yes ☐ No If yes, list charges:

Is placement court ordered? ☐ Yes ☐ No If yes, attached a copy of the court order.

Is the client under intensive supervision? ☐ Yes ☐ No If yes, Officer: _____

TREATMENT GOALS

Client's Goals	
----------------	--

Family's Goals (if applicable)	
Agency's Goals	
Educational Goals	

**ADMISSION REQUIREMENTS CHECKLIST
(TO BE FORWARDED IF CLIENT IS ACCEPTED FOR PLACEMENT)**

The referring agency will make every reasonable effort to supply the items listed in the Admission Requirements Checklist if the client is accepted for placement. If more information than is provided in the Children's Services Referral Application is required to determine client eligibility for admission, the provider agency should request in writing the additional information from the referring agency.

ADMISSION REQUIREMENTS CHECKLIST (IF ACCEPTED FOR PLACEMENT)	
Medical Exam	
Most Recent Treatment Plan	
Current Medicaid /Insurance Card	
Medical Necessity Form	
254 Authorization Form	
Most Recent Psychological/Psychiatric Evaluation(s)	
Previous Placement Discharge Summary(ies)	

Individual Education Plan (if applicable)	
Copy of Birth Certificate	
Copy of Social Security Card	
Immunization Records	
Completed Consent Forms (Program should forward to referring agency prior to admission)	
Copies of Court Orders	
Signed Homebound Form (if applicable)	
Pre-Admission Assessment (if applicable)	

Name of Person Making Application: _____

Relationship to Client: _____ Telephone: _____

Address: _____

Signature: _____

Date: _____

ATTACHMENT 5

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 _____

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

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

State Of South Carolina Department Of Juvenile Justice
POLICIES AND PROCEDURES

Authority: Inspector General	Policy No.: I-3.2	Page: 1 of 10
Title: Reporting Events		
Related Statutes/Regulations:		
October 1, 2006	<u>SIGNED/William R. Byars, Jr.</u> William R. Byars, Jr. Director	
Effective Date		

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

Title: Reporting Events	Authority: Inspector General	DJJ Policy No.: I-3.2	
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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.

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

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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

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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. There 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.
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

Title:	Reporting	Authority: Inspector General	DJJ Policy No.: I-3.2	
Events				

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.

Page: 4 of 10

- 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.

F. Responsibilities

Title:	Reporting	Authority: Inspector General	DJJ Policy No.: I-3.2	
Events				

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 Page: 5 of 10

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 B5.5, 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)

Title:	Reporting	Authority: Inspector General	DJJ Policy No.: I-3.2	
Events				

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.

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 24hour, 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.

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(Priority 2 events should not be called in unless there is uncertainty about whether the event is Priority 1 or 2.)

2. 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.
- 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.

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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.
 - 2) Enter the event for statistical tracking purposes only.

- 3) Forward the event to another DJJ office to handle (e.g., Human Resources).

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- 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.

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The information will also be used in preparing the Monthly Statistical Report submitted to SLED.

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.

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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.

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,		X					

falsification of information, failure to report information, giving/receiving gifts from juvenile and/or juvenile's family members							
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 or contracted property, or while under the custody of DJJ	X		X	X	903		
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/destructing 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	None = No medical
treatment was necessary.	
Minor = 1 st Aid Treatment (ice pack, bandaid, ointment, etc.)	Refused = Juvenile refused medical treatment (Juvenile signs refusal form with the medical staff)

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	

7 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
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):

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				

Signature and Title of Person Who Completed This Report

Date

Signature and Title of Reviewer

Date

Signature and Title of Administrative Reviewer

Date

ATTACHMENT 8

AGENCY CONTACT LIST

Broks Hansen, Continuum of Care (COC)

1205 Pendleton Street, Suite 372

Columbia, SC 29201

Telephone: (803) 734-3165

FAX: (803) 734-4538

broksh@coc.sc.gov

Steve Von Hollen, SC Department of Disabilities and Special Needs (DDSN)

Post Office Box 4706

Columbia, SC 29240

Telephone: (803) 898-9734

FAX: (803) 898-9660

svonhollen@ddsn.sc.gov

Nancy M. Kuhl, SC Department of Juvenile Justice (DJJ)

Post Office Box 21069

Columbia, SC 29221-1069

Telephone: (803) 896-9353

FAX: (803) 896-5699

nmkuhl@scdj.net

Renaye Long, SC Department of Mental Health (DMH)

2414 Bull Street, Room 304

Columbia, SC 29202

Telephone: (803) 898-8350


FAX: (803) 898-8335

Rsl58@scdmh.org

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

AMENDMENT 1

	State of South Carolina Fixed Price Bid Amendment No.1	Solicitation Number:	5400002734
		Date Issued:	03/08/2011
		Procurement Officer:	Chris Manos, CPPB
		Phone: E-Mail	(803) 737-4917
		Address:	CMANOS@mmo.sc.gov

DESCRIPTION: FIXED PRICE STATEWIDE RESIDENTIAL SERVICES FOR CHILDREN

USING GOVERNMENTAL UNIT: Multi-Agency - See Section I, Scope of Solicitation for complete listing

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 OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>, or

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 for initial awards): 04/13/2011 11:00 A.M. (See "Deadline For Submission Of Offer" and Bids Received After Award – Fixed Price Bidding provisions)

QUESTIONS MUST BE RECEIVED BY: 03/18/2011 3:00 P.M. (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: Six (6) total including five (5) MAGNETIC MEDIA (See MAGNETIC MEDIA -- REQUIRED FORMAT – Section II B) and one (1) redacted electronic copy (see SUBMITTING CONFIDENTIAL INFORMATION – Sec. II A and SUBMITTING REDACTED OFFERS – Section II B.)

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 04/21/2011 . 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 thirty (30) 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 <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>		TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>
TITLE <small>(business title of person signing above)</small>		STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <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 type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)	

COVER PAGE (NOV. 2007)

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]

AMENDMENTS TO SOLICITATION (JANUARY 2006)

(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.

NOTICE

AMENDMENT NO. 1

The Fixed Price Bid No. 5400002734 for FIXED PRICE STATEWIDE

RESIDENTIAL SERVICES FOR CHILDREN is

hereby amended as follows:

NEW OPENING DATE AND TIME: April 13, 2011 11:00 A.M.

THE SAME AWARD POSTING DATE: April 21, 2011 **MODIFICATIONS:**

1. Page 33, Parole Board Reports, in amended to now read:

All reports required by the Juvenile Parole Board and the DJJ Release Authority will be submitted according to time frames outlined by the Board or the Release Authority.

2. Additional instructions for on line bidding are no provided as below:

IMPORTANT INFORMATION FOR ALL OFFERORS

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, you must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. Even if you are registered in the old procurement system, you must still register or update your information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor userid and password. The Offeror must keep this information current or you will not be able to submit future bids.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 1 then Option 2

Monday – Friday 8:00 AM – 4:30 PM EST

Other vendor instructions found at <http://www.procurement.sc.gov/> include:

- [Vendor Registration Guide](#)
- [Help Desk Information](#)
- [How do I Respond to A Solicitation](#) - Word Document
- [How do I Respond to A Solicitation](#) - Interactive Document
- [How do I Respond to A Bid with Complex Pricing Line Items](#)
- [How do I Respond to A Bid with Complex Pricing – Price Scale](#)

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and is the official response.

2. All bidders must attach all documents, including additional requested documents to their response in the online system. These documents can be attached under the **"My Notes"** tab of the online solicitation either on the main page or under the necessary line item.

In addition to the offer you submit online, please submit the following:

1. **One (1)** redacted copy of the response submitted online

Offeror Verification of Submitted Responses

After submitting an online response to a solicitation, Offeror may validate their submission with the following steps:

1. Go back to the initial screen
2. Select Start by clicking the Start button
3. Bid Submitted will appear in the Bid Status Column as seen below

Process Bids







Find Bid Invitations and Auctions

Number of Document Name Status Processed by Me

[Extended Search](#)

Tip: Choose a symbol in the navigation column or navigate to the bid overview by choosing the bid number

Search Result: 32 Hits

Number	Name	Trans. Type	Start Date	End Date	Bid Status	Action
5400000003	Testing follow-on documents	Invitation For Bid		06/26/2008 16:00:00	Follow-on Document Created	  
5400000002	Printers	Invitation For Bid		06/27/2008 17:00:00	Bid submitted	  

You may want to print this page for your records.

Response to written questions received:

1. Do we also send the policies and procedures related to the service provision provided or just the Cover sheet, Page 2, W-9, Program Information Summary, Copy of our license, and a letter signed by me?

Response: No policies and procedures.

2. On page 28, Acceptance of Children's Service Application Referral Form - It reads all providers who are awarded contracts as a result of this solicitation will accept the form and will not require the referring agency to complete additional internal application forms, we have admission forms that includes consent, authorizations, permission forms, etc.. Does this mean the legal guardian/referring agencies are not required to sign these forms? We would like clarification, please. We also request medication/dosage information and school records from last school attended.

Response: If requested by the provider, the referring agencies will make every effort to provide consent forms. The provider has the option of not accepting children without their required consent form. State agencies request that providers simplify these forms, wherever possible, and consider not requiring these forms for court ordered placements. Medication/dosage and School Information are included in the universal application.

3. We had a question if this solicitation will include a provision for providers who are not RBHS Medicaid eligible.

Response: This solicitation only requires enrollment in Rehabilitative Behavioral Health Services for Therapeutic Foster Care Providers.

4. Will a check sheet work showing the programs that we offer, or do we need to put it in letter form.

Response: No, submit a Summary of Program Information sheet for each service and location you plan to provide.

5. If I am wanting to respond for multiple service- RTF, TFC, TDC, etc can I just do it all on the same bid?

Response: Yes

6. Do we have to file online or can I just send in the requested CD's?

Response: On line submission is not required. See response to question 15.

8. What units of government funds are currently available for Group Care Services (Intensive and Intermediate)?

Response: Funds are not identified for services. Agencies refer individual children to services on an as needed basis.

9. If an organization has a contract with one of the units of government currently, is it considered a “current provider” under this solicitation?

Response: Current Providers are those who have been awarded contracts through the predecessor Solicitation 06-S7191.

10. How many current providers are there and what is the average daily utilization rate?

Response: There were about 50 contracts awarded previously, but not all are currently providing services. Utilization is managed by each individual Provider.

11. Could a youth’s level of service change during their enrollment period? For example, their initial level would be intensive services and after receiving services, their need assessment reflects intermediate services.

Response: Yes, with a new referral for the other level of service.

12. Can a Provider serve both intensive and intermediate youth in the same facility?

Response: Yes, if supervised by separate staff in separate areas.

13. On page 40 of the solicitation, the Offeror’s Checklist states that “make sure your Bid/proposal includes the number of copies requested”. Will a digital signature be acceptable with the on-line submission?

Response: Yes

14. How much detail is desired in the "Program Description" section of the Program Information Summary sheet?

Response: A concise summary is suggested.

15. P. 12 asks for electronic submission on CD (in the Magnetic Media section) but also describes the process for online bidding. Please clarify how proposals should be submitted - if we submit online, do any CDs also have to be submitted.

Response: If bid is submitted on line, no CD's are to be submitted.

16. If the submission does not have any sections that are exempt from public disclosure is a redacted copy still required?

Response: No

17. Where should the taxpayer ID of the parent company and the Minority Participation form go (in terms of order within the submission)?

Response: The taxpayer ID must be listed on the Cover Page for the Name of Offeror submitting the bid. If the parent company is not submitting the bid, then, the parent company taxpayer ID is not required. The Minority Participation form may be placed at the discretion of the Offeror.

18. Please clarify the reimbursement methodology for Temporary De-escalation services

Response: All providers of Temporary De-escalation Care will be reimbursed according to the same methodology as the level of care offered. (Group Care Intensive, Group Care Intermediate, Group Care Independent Living, or Therapeutic Foster Care Level 1, 2, or 3)

19. In order to accept children for placement from one of the agencies listed in the RFP, even though you are already a Medicaid provider through SC DHHS for the service specified, you must respond to this RFP?

Response: Yes


20. If you are not a current provider of any of the Group Care array of services but would like to offer those services, is there a mechanism to respond or enroll if you do not have a current program licensed by DSS but would like to open a facility to provide those services?

Response: Licensure by DSS is required for an award.

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

AMENDMENT 2

	State of South Carolina Fixed Price Bid Amendment No. 2	Solicitation Number:	5400002734
		Date Issued:	04/01/2011
		Procurement Officer:	Chris Manos, CPPB
		Phone:	(803) 737-4917
		E-Mail Address:	CMANOS@mmo.sc.gov

DESCRIPTION: **FIXED PRICE STATEWIDE RESIDENTIAL SERVICES FOR CHILDREN**

USING GOVERNMENTAL UNIT: **Multi-Agency - See Section I, Scope of Solicitation for complete listing**

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 OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>, or

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 for initial awards): **04/19/2011 11:00 A.M.** (See "Deadline For Submission Of Offer" and Bids Received After Award – Fixed Price Bidding provisions)

QUESTIONS MUST BE RECEIVED BY: **03/18/2011 3:00 P.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: Six (6) total including five (5) **MAGNETIC MEDIA** (See **MAGNETIC MEDIA -- REQUIRED FORMAT – Section II B**) and one (1) redacted electronic copy (see **SUBMITTING CONFIDENTIAL INFORMATION – Sec. II A** and **SUBMITTING REDACTED OFFERS – Section II B.**)

CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Not Applicable
---	---------------------------------

AWARD & AMENDMENTS	Award will be posted on 04/26/2011 . 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 thirty (30) 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.)

☐ Sole Proprietorship ☐ Partnership ☐ Other
☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

COVER PAGE (NOV. 2007)

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]

AMENDMENTS TO SOLICITATION (JANUARY 2006)

(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.

NOTICE

AMENDMENT NO. 1

The Fixed Price Bid No. 5400002734 for FIXED PRICE STATEWIDE

RESIDENTIAL SERVICES FOR CHILDREN is

hereby amended as follows:

NEW OPENING DATE AND TIME: April 19, 2011 11:00 A.M.

NEW AWARD POSTING DATE: April 26, 2011

MODIFICATIONS:

1. State Standards for Therapeutic Foster Care, under Contact Requirements, Level III is now modified to add the following requirement:


At least one treatment foster parent must be physically available to the Level 3 child at all times.

End of Amendment No. 2

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

EXTENSION

	<p style="text-align: center;">State of South Carolina</p> <p style="text-align: center;">EXTENSION OF AWARD POSTING # 1</p>	<p>Solicitation Number : 5400002734</p> <p>Procurement Officer : Chris Manos</p> <p>Date : 04/26/2011</p> <p>Phone : (803) 737-4917</p> <p>E-Mail Address : cmanos@mmo.sc.gov</p> <p>Address : 1201 Main St. – Suite 600 Columbia, SC 29201</p>
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DESCRIPTION: **FIXED PRICE STATEWIDE RESIDENTIAL SERVICES FOR CHILDREN**
 USING GOVERNMENTAL UNIT: **Multi-Agency - See Section I, Scope of Solicitation for complete listing**

In accordance with The Budget and Control Board Regulations, Section **19-445.2090 (B)**, this Extension of Award Posting serves as official notice that a longer review time is required. The new award posting is **05/05/2011**.

Signature Redacted

Chris Manos
Procurement Manager

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

RESPONSE



State of South Carolina

Fixed Price Bid
Amendment No. 2

Solicitation Number: 5400002734
Date Issued: 04/01/2011
Procurement Officer: Chris Manos, CPPB
Phone: (803) 737-4917
E-Mail Address: CMANOS@mmo.sc.gov

DESCRIPTION: **FIXED PRICE STATEWIDE RESIDENTIAL SERVICES FOR CHILDREN**

USING GOVERNMENTAL UNIT: **Multi-Agency - See Section I, Scope of Solicitation for complete listing**

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 OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>, or

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

SUBMIT OFFER BY (Opening Date/Time for initial awards): **04/19/2011 11:00 A.M.** (See "Deadline For Submission Of Offer" and Bids Received After Award – Fixed Price Bidding provisions)

QUESTIONS MUST BE RECEIVED BY: **03/18/2011 3:00 P.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Six (6) total including five (5) MAGNETIC MEDIA** (See **MAGNETIC MEDIA -- REQUIRED FORMAT – Section II B**) and one (1) redacted electronic copy (see **SUBMITTING CONFIDENTIAL INFORMATION – Sec. II A** and **SUBMITTING REDACTED OFFERS – Section II B**.)

CONFERENCE TYPE: **Not Applicable**
DATE & TIME:

LOCATION: **Not Applicable**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Award will be posted on **04/26/2011**. 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 thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" and "Electronic Signature" provisions)

NAME OF OFFEROR

Lancaster Children's Home, Inc
(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

Signature Redacted

(Person must be authorized to submit binding offer to contract on behalf of Offeror)

TAXPAYER IDENTIFICATION NO.

570549954
(See "Taxpayer Identification Number" provision)

TITLE

Executive Director
(business title of person signing above)

STATE VENDOR NO.

7000024236
(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

Annette H. Deese
(printed name of person signing above)

DATE SIGNED

4-16-11

STATE OF INCORPORATION

SC
(If you are a corporation, identify the state of incorporation)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Corporate entity (not tax-exempt)

☐ Partnership

☒ Corporation (tax-exempt)

☐ Other

☐ Government entity (federal, state, or local)

COVER PAGE (NOV. 2007)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">1335 children's Ave Lancaster, SC 29720</div>	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">P.O.BOX 416 Lancaster, SC 29721 803-284-5277 ex 26</div> <div style="display: flex; justify-content: space-between; font-size: 0.8em; margin-top: 5px;">Area Code - Number - ExtensionFacsimile</div> <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">lchdirector@comporium.net</div> <div style="font-size: 0.8em; margin-top: 5px;">E-mail Address</div>																														
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">P.O.Box 416 Lancaster, SC 29721</div> <div style="margin-top: 10px;"><input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)</div>	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <div style="margin-top: 10px;"><input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)</div>																														
ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)																															
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"><tr><th style="width: 12.5%;">Amendment No.</th><th style="width: 12.5%;">Amendment Issue Date</th><th style="width: 12.5%;">Amendment No.</th><th style="width: 12.5%;">Amendment Issue Date</th><th style="width: 12.5%;">Amendment No.</th><th style="width: 12.5%;">Amendment Issue Date</th><th style="width: 12.5%;">Amendment No.</th><th style="width: 12.5%;">Amendment Issue Date</th></tr><tr><td>1</td><td>3-28-11</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td>4-01-11</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	1	3-28-11							2	4-01-11						
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1	3-28-11																														
2	4-01-11																														



April 18, 2011

Materials Management Office
Attention: Chris Manos
Po Box 101103
Columbia, SC 29211

Dear Mr. Manos,

The Lancaster Children's Home, Inc. submits this proposal to provide Group Care Intermediate for males and females and Group Care Intensive for females. Our facility can serve children from 8-21 years of age. We are currently licensed by Department of Social Services.

Our organization agrees to accept the reimbursement level set by this solicitation and agrees to comply with all the terms, conditions, and standards for the provision of services. We agree also to comply with future terms, conditions, standards and updates that are established by the state agencies.

We look forward to this partnership as we serve the youth of South Carolina.

Sincerely,

Signature Redacted

Annette H. Deese
Executive Director

Lancaster Children's Home, Inc.

Lancaster Children's Home is a multi-faceted program that includes rules, rewards, consequences and consistency. Our program goal is to enhance the quality of spiritual, physical, emotional, intellectual, and relational well being of the children we serve. Our focus is family oriented and program driven. The children we serve are taught how to be responsible and how to make positive choices for themselves. Individual, group and family problem solving sessions are provided by Licensed Social Worker. As children are placed with LCH we make every effort to have the family involved in the individual care plan. The ultimate goal is to give our children the opportunity to lead caring, responsible and productive lives upon reaching adulthood. Referrals come to us from Department of Juvenile Justice, Department of Social Services and Department of Mental Health. Level of care bed numbers are change subject due to State DSS licensing completed every two years.

Group Care Intensive Services:

Group Care Intensive Services will be provided for female's ages 8 to 21 years of age at our girl's cottage. We are currently licensed for 15 females providing 24 hour supervision, 24 hours a day, 7 days a week, 365 days per year. We have 5 beds available for intensive services. All staff is trained as required by the state of South Carolina and receives Therapeutic Crisis Intervention training.

Group Care Intermediate Services:

Group Care Intermediate Services will be provided for males and females ages 8 to 21 years. This level of care is for 10 males in our boy's cottage and 8 females in our girl's cottage. Our organization provides 24 hour supervision, 24 hours a day, 7 days a week, 365 days per year. All staff is trained as required by the state of South Carolina and receives Therapeutic Crisis Intervention training.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Lancaster Children's Home, Inc	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input checked="" type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) P O Box 416	Requester's name and address (optional)
City, state, and ZIP code Lancaster, SC 29721	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number 57 0549954

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ Signature Redacted	Date ▶ 11/17/10
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



South Carolina Department of Social Services
Columbia, South Carolina

A License is Hereby Granted to

LANCASTER CHILDREN'S HOME - GIRL'S FACILITY

To conduct a CHILD CARING INSTITUTION

under the provision of Act No. 334, § 3 enacted March 10, 1986

located at 1287 Children's Avenue Lancaster

County of Lancaster State of South Carolina.

This license is issued with the following specifications:

To care full time for a maximum of fifteen females, from eight to twenty-one years of age.

This license will expire on 7-30-11 by operation of law. However, the license is subject to revocation by the South Carolina Department of Social Services for the substantial violation of any provisions of the statute under which it is issued, or any of the rules and regulations adopted by the South Carolina Department of Social Services and filed with the Legislative Council.

Issued this 30th day of July, 20 09

South Carolina Department of Social Services

By Mark Barcus

License No. SR-0008159001-CCI



South Carolina Department of Social Services
Columbia, South Carolina

A License is Hereby Granted to

LANCASTER CHILDREN'S HOME

To conduct a CHILD CARING INSTITUTION

under the provision of Act No. 334, § 3 enacted March 10, 1986

located at 1335 Children's Avenue, Lancaster

County of Lancaster State of South Carolina.

This license is issued with the following specifications:

To care full time for a maximum of ten males, from eight to twenty-one years of age.

This license will expire on 2-12-12 by operation of law. However, the license is subject to revocation by the South Carolina Department of Social Services for the substantial violation of any provisions of the statute under which it is issued, or any of the rules and regulations adopted by the South Carolina Department of Social Services and filed with the Legislative Council.

Issued this 12th day of February, 20 10

South Carolina Department of Social Services

By Mark Barcus

License No. SR-0008027002-CCI

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]

Program Information Summary

(Please Print or Type Clearly)

Program Name: Lancaster Children's Home, Inc. County: Lancaster
Address: PO Box 416 Lancaster, SC 29720
Street City / State Zip
Contact Person: Annette Deese 803.286.5277 803.286.5459
Name Phone # Fax #

www.lancasterchildrenshome.com
Program Web Address

lchdirector@comporium.net
E-Mail Address

Check Service to be Provided

		Level				
		I	II	III	GCM	GCI
Group Care Intensive (GCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Group Care Intermediate (GCM)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervised Independent Living (GCSIL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Therapeutic Foster Care (TFC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Therapeutic Foster Care (TDC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Psychiatric Residential Treatment Facility (PRTF)	<input type="checkbox"/>					

Program Licensing Information

License #: **Boy Home: SR-0008027002-CCI Girls Home:SR0008159001-CCI**

Population to be Served

Beds By Gender:	# of Beds:	Age of Clients to be Served:	
Male <input checked="" type="checkbox"/>	<u>10</u>	Minimum <u>8</u>	Maximum <u>21</u>
Female <input checked="" type="checkbox"/>	<u>13</u>	Minimum <u>8</u>	Maximum <u>21</u>
Total Beds	<u>23</u>		

Program Description

Lancaster Children's Home is a multi-faceted program that includes rules, rewards, consequences and consistency. Our program goal is to enhance the quality of spiritual, physical, emotional, intellectual, and relational well being of the children we serve. Our focus is family oriented and program driven. The children we serve are taught how to be responsible and how to make positive choices for themselves. Individual, group and family counseling is provided by LCH. As children are placed with LCH we make every effort to have the family involved in the plan of care. The ultimate goal is to give our children the opportunity to lead caring, responsible and productive lives upon reaching adulthood.

Educational services clients will receive:

The Lancaster Children's Home residents attend public school provided by the Lancaster County School District

EIN# _____ NPI# _____
Street: _____ City _____ Zip _____

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

AWARD LETTER

STATE OF SOUTH CAROLINA
MATERIALS MANAGEMENT OFFICE
CAPITAL CENTER
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award
Posting Date: May 12, 2011

Solicitation: 5400002734
Description: FIXED PRICE STATEWIDE RESIDENTIAL SERVICES
Agency: DJJ Administration
DMH Administration
Governor's Office
SC DDSN Administration

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **8:00 A.M., May 24, 2011**. 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.

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. [Section 11-35 - 4210]

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: July 01, 2011 through June 30, 2016
Initial Contract Period: July 01, 2011 through June 30, 2012

Current Providers of Group Care will maintain their rate effective July 1, 2010 as follows:

Group Care Intensive Services: Form \$166.64 up to \$209.87
Group Care Intermediate Services: From \$74.69 up to \$120.76
Group Care Independent living Services: From \$86.87 up to \$94.88

New Providers of Group Care, with the exception of Psychiatric Residential Treatment Facilities, who may enroll under this solicitation, will receive a fixed price daily rate as follows:

Group Care Intensive Services: \$166.64
Group Care Intermediate Services: \$74.69
Group Care Independent living Services: \$86.87

Psychiatric Residential Treatment Facilities will continue to have their rate set by Health and Human Services.

Therapeutic Foster Care State Rates are as follows:

Level 1: \$42.50
Level 2: \$57.75
Level 3: \$78.35

Medicaid RBHS will be authorized, as deemed appropriate by the referring state agency in conjunction with the State Services outlined in Attachment 2.

Temporary De-escalation providers will continue to be reimbursed according to the same methodology as the level of care offered.

Contract Number: 4400003669

Awarded To: ALSTON WILKES SOCIETY
3519 MEDICAL DRIVE
COLUMBIA SC 29203

Services Awarded: Group Care Intensive Services

Therapeutic Foster Care Levels I II III
Temporary De-escalation Care Levels I II III

Contract Number: 4400003680

Awarded To: ASHLEIGH PLACE INC
4435 ASHLEIGH ROAD
BLACKVILLE SC 29817

Services Awarded: Group Care Intensive Services

Contract Number: 4400003676

Awarded To: AVALONIA GROUP HOMES INC
PO Box 699
MARIETTA SC 29661

Services Awarded: Group Care Intensive Services
Psychiatric Residential Treatment

Contract Number: 4400003681

Awarded To: BAIR FOUNDATION
15 CENTURY DRIVE
GREENVILLE SC 29607

Services Awarded: Therapeutic Foster Care Levels I II III
Temporary De-escalation Care Levels I II III

Contract Number: 4400003682

Awarded To: BILLIE HARDEE HOME FOR BOYS
PO Box 617
DARLINGTON SC 29540

Services Awarded: Group Care Intermediate Services

Contract Number: 4400003683

Awarded To: CAMP GHIGAU

391 WHITE ROCK ROAD
TAMASSEE SC 29686

Services Awarded: Group Care Intermediate Services

Contract Number: 4400003684

Awarded To: CAROLINA CHILDRENS HOME
PO Box 4465
COLUMBIA SC 29204

Services Awarded: Group Care Independent Living Services
Group Care Intensive Services
Therapeutic Foster Care - Levels I II III
Temporary De-escalation Care - Levels I II III
Temporary De-escalation Care GCI
Psychiatric Residential Treatment

Contract Number: 4400003685

Awarded To: CAROLINA YOUTH DEVELOPMENT CENTER
5055 LACKAWANNA BLVD
NORTH CHARLESTON SC 29405

Services Awarded: Group Care Intensive Services

Contract Number: 4400003686

Awarded To: CROSSROADS
PO Box 14939
GREENVILLE SC 29617

Services Awarded: Group Care Intensive Services

Contract Number: 4400003687

Awarded To: ELLEN HINES SMITH GIRLS HOME
PO Box 1731
SPARTANBURG SC 29304

Services Awarded: Group Care Intermediate Services

Contract Number: 4400003677

Awarded To: EXCALIBUR YOUTH SERVICES LLC
PO Box 968
TRAVELERS REST SC 29690

Services Awarded: Group Care Intensive Services
Psychiatric Residential Treatment

Contract Number: 4400003688

Awarded To: FAIR PLAY CAMP SCHOOL INC
347 WILDERNESS TRAIL
WESTMINSTER SC 29693

Services Awarded: Group Care Intermediate Services

Contract Number: 4400003689

Awarded To: FAMILY PRESERVATION COMMUNITY SER
3710 LANDMARK DRIVE - SUITE 307
COLUMBIA SC 29204

Services Awarded: Therapeutic Foster Care - Levels I II III
Temporary De-escalation Care - Levels I II III

Contract Number: 4400003690

Awarded To: GENERATIONS GROUP HOMES OF
GREENVILLE INC
PO Box 80009
FOUNTAIN INN SC 29680

Services Awarded: Group Care Intensive Services

Contract Number: 4400003691

Awarded To: GLENN SPRINGS ACADEMY
PO Box 99
PAULINE SC 29374

Services Awarded: Group Care Intermediate Services

Contract Number: 4400003692

Awarded To: GROWING HOME SOUTHEAST INC
440 KNOX ABBOTT DRIVE - SUITE 250
CAYCE SC 29033

Services Awarded: Therapeutic Foster Care - Levels I II III
Temporary De-escalation Care - Levels I II III

Contract Number: 4400003693

Awarded To: HELPING HANDS INC
PO Box 503
AIKEN SC 29802

Services Awarded: Group Care Independent Living Services

Contract Number: 4400003695

Awarded To: JENKINS INSTITUTE FOR CHILDREN
3923 AZALEA DRIVE
NORTH CHARLESTON SC 29405

Services Awarded: Group Care Independent Living Services
Group Care Intermediate Services

Contract Number: 4400003696

Awarded To: LANCASTER CHILDRENS HOME INC
PO Box 416
LANCASTER SC 29721

Services Awarded: Group Care Intermediate Services
Group Care Intensive Services

Contract Number: 4400003697

Awarded To: LIGHTHOUSE CARE CENTER OF CONWAY
152 WACCAMAW MEDICAL PARK DRIVE
CONWAY SC 29526

Services Awarded: Group Care Intensive Services
Psychiatric Residential Treatment

Contract Number: 4400003698

Awarded To: LIGHTHOUSE CARE CENTER-AUGUSTA
3100 PERIMETER PKWY
AUGUSTA GA 30909

Services Awarded: Group Care Intensive Services
Psychiatric Residential Treatment

Contract Number: 4400003699

Awarded To: LUTHERAN FAMILY SERVICES IN THE
CAROLINAS
1118 UNION STREET
COLUMBIA SC 29201

Services Awarded: Group Care Intensive Services
Therapeutic Foster Care - Levels I II III
Temporary De-escalation Care - Levels I II III

Contract Number: 4400003700

Awarded To: NEW FOUNDATIONS CHILDREN AND FAMILY
SERVICES INC
2300 STANDRIDGE ROAD
ANDERSON SC 29625

Services Awarded: Group Care Independent Living Services

Group Care Intensive Services
Temporary De-escalation Care GCI

Contract Number: 4400003701

Awarded To: NEW HOPE CAROLINAS INC
7515 NORTHSIDE DRIVE
NORTH CHARLESTON SC 29420

Services Awarded: Psychiatric Residential Treatment

Contract Number: 4400003702

Awarded To: PALMETTO LOWCOUNTRY BEHAVIORAL
HEALTH LLC
2777 SPEISSEGGER DRIVE
CHARLESTON SC 29405

Services Awarded: Psychiatric Residential Treatment

Contract Number: 4400003703

Awarded To: PALMETTO PEE DEE
BEHAVIORAL HEALTH LLC
601B GREGG AVENUE
FLORENCE SC 29501

Services Awarded: Psychiatric Residential Treatment

Contract Number: 4400003704

Awarded To: PALMETTO SUMMERVILLE BEHAVIORAL
HEALTH LLC
225 MIDLANDS PARKWAY
SUMMERVILLE SC 29485

Services Awarded: Psychiatric Residential Treatment

Contract Number: 4400003705

Awarded To: PINE GROVE INC
PO Box 100

ELGIN SC 29045

Services Awarded: Group Care Intensive Services

Contract Number: 4400003706

Awarded To: PINELANDS GROUP HOMES INC
201 EAST LUKE AVENUE
SUMMERVILLE SC 29483

Services Awarded: Group Care Intensive Services
Psychiatric Residential Treatment

Contract Number: 4400003707

Awarded To: SC YOUTH ADVOCATE PROGRAM INC
140 STONERIDGE DRIVE - SUITE 350
COLUMBIA SC 29210

Services Awarded: Therapeutic Foster Care - Levels I II III
Temporary De-escalation Care - Levels I II III

Contract Number: 4400003708

Awarded To: SEACOAST YOUTH ACADEMY INC
6367 BAY RD
MYRTLE BEACH SC 29588

Services Awarded: Group Care Intensive Services

Contract Number: 4400003709

Awarded To: SOUTH CAROLINA MENTOR
3200 DEVINE ST - STE 203
COLUMBIA SC 29205

Services Awarded: Therapeutic Foster Care - Levels I II III
Temporary De-escalation Care - Levels I II III

Contract Number: 4400003710

Awarded To: SOUTHEASTERN CHILDREN'S HOME INC
PO Box 339
DUNCAN SC 29334

Services Awarded: Group Care Independent Living Services
Group Care Intermediate Services

Contract Number: 4400003711

Awarded To: SPECIALIZED ALTERNATIVES FOR
FAMILIES & YOUTH OF SC INC
10100 ELILDA ROAD
DELPHOS OH 45833

Services Awarded: Therapeutic Foster Care - Levels I II III
Temporary De-escalation Care - Levels I II III

Contract Number: 4400003712

Awarded To: SPRINGBROOK BEHAVIORAL HEALTH
PO Box 1005
TRAVELERS REST SC 29690

Services Awarded: Psychiatric Residential Treatment

Contract Number: 4400003713

Awarded To: THREE RIVERS BEHAVIORAL HEALTH LLC
2900 SUNSET BOULEVARD
WEST COLUMBIA SC 29169

Services Awarded: Psychiatric Residential Treatment

Contract Number: 4400003714

Awarded To: THREE RIVERS RESIDENTIAL TREATMENT
MIDLANDS CAMPUS INC
200 ERMINE ROAD
WEST COLUMBIA SC 29170

Services Awarded: Psychiatric Residential Treatment

Contract Number: 4400003715

Awarded To: TURNING POINT BOYS HOME INC
3184 HUNTSMILL ROAD
CHESTERFIELD SC 29709

Services Awarded: Group Care Intensive Services

Contract Number: 4400003716

Awarded To: WILDERNESS WAY CAMP SCHOOL INC
175 CAMP SCHOOL LANE
FAIR PLAY SC 29643

Services Awarded: Group Care Intermediate Services

Contract Number: 4400003717

Awarded To: WILLOWGLEN ACADEMY SC INC
1399 HARMONY CAMP ROAD
GREELEYVILLE SC 29056

Services Awarded: Group Care Independent Living Services
Group Care Intensive Services
Psychiatric Residential Treatment

Contract Number: 4400003718

Awarded To: WINDWOOD FARM HOME FOR CHILDREN INC
4857 WINDWOOD FARM RD AWENDAW SC
29429

Services Awarded: Group Care Intensive Services
Psychiatric Residential Treatment

Contract Number: 4400003719

Awarded To: YORK PLACE
234 KINGS MOUNTAIN ST
YORK SC 29745

Services Awarded: Psychiatric Residential Treatment

Procurement Officer
Chris Manos, CPPB

ATTACHMENT 9