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Henry McMaster Governor State of South Carolina

February 6, 2017

The Honorable Edward R. Tallon Sr. Subcommittee Chair, Legislative Oversight Committee South Carolina House of Representatives Post Office Box 11867 Columbia, South Carolina 29211

Dear Representative Tallon:

Thank you for your letter of February 2, 2017, requesting information on a number of topics from the SC Department of Juvenile Justice (Department or DJJ) following a meeting of the House Legislative Oversight Committee's Law Enforcement and Criminal Justice Subcommittee (Committee) on January 31, 2017. Please allow this letter to serve as responses to the requested items under the headings of Post-Conviction Transport of Juveniles, Case Management, Alternative Placements, and Personnel. Please note that DJJ previously provided the Committee (via email communication on Friday, February 3, 2017) with a report concerning the Department's responses to recommendations contained in the recent audit from the Legislative Audit Council (LAC).

Post-Conviction Transport of Juveniles

The Department's Police Department does not "conduct all post-conviction transports of juveniles."¹ By way of background, state law provides that youth committed to DJJ by the Family Court must be transported to the Department by local law enforcement (SC Code Ann. § 63-19-1460). Once the child arrives at a DJJ commitment facility (one of the three regional evaluation centers), DJJ is responsible for any subsequent transportation incidental to "the care, custody, and control of the child" and may accomplish such on its own "or in cooperation with other agencies" (SC Code Ann. § 63-19-1620). Committed youth who are housed in the Department's evaluation centers are transported by Juvenile Correctional Officers ("JCO") for all off-grounds purposes including, but not limited to, medical appointments, court appearances, and placements. JCO's at the evaluation centers are Class II certified and receive training by DJJ. DJJ Police conduct off-grounds transports of youth housed in the evaluation centers if the purpose of the transport is for funerals, out of state extraditions, returns of NCIC reported runaways or missing juveniles following captures.

¹ Also, the DJJ Police provides transportation to youth at the Department's Juvenile Detention Center (which houses preadjudicatory youth and 16-year-olds charged with adult offenses) for the purposes of secure transports, because JCO's are not armed.

Committed youth who are housed at the Broad River Road Complex (BRRC) are transported ongrounds from one location to another via car, bus, or van for all purposes (education, medical, recreation, treatment, etc), by JCO's, although youth walk to these on-campus locations in lieu of being transported in a vehicle as weather permits. Off-campus transports of BRRC youth for appearances at court hearings, specialty medical appointments, and other appointments are conducted by DJJ Police with JCO assistance if the juvenile is convicted of a violent crime. A JCO can perform off-campus transports for juveniles who are not convicted of a violent crime. If a juvenile is combative and needs to be extracted from a unit and taken to the Crisis Management Unit at BRRC, the police will perform that transport as well.

DJJ Police also perform transports across the state when so ordered by the Family Court. In addition, the police transport juveniles, both committed and on probationary status, who are dismissed from alternative placements. If the alternative placement reports that the youth is being combative, DJJ Police will be asked to transport that juvenile. Police Officers are Class I certified and trained at the South Carolina Criminal Justice Academy.

There were 2,865 transports scheduled through DJJ's Office of Juvenile Movement and Accountability from January 2016 through December 2016.

Case Management

DJJ's Quality Assurance Team conducted an audit of a sampling of approximately 7% of probation/commitment/parole case files from all DJJ county offices across the state in 2015. The audit tool was designed to identify areas of strength and areas of deficiency in case manager compliance with DJJ policy regarding documentation of supervision/services in the electronic Juvenile Justice Management System (JJMS).² Approximately six (6) distinct youth records or files were pulled from each of DJJ's 43 county offices. Each of these youth records were reviewed for compliance with agency policy to document information and activity in JJMS in eleven identified core areas (contacts were reviewed and audited separately) – totaling the approximately 2,904 individual indicators referenced. These eleven core areas are:

- Referrals
- Victims
- Solicitor
- Intake Interview
- Court Preparation/Court Staffing
- Court
- Evaluation/Commitment/Placement
- Transition to Probation/Parole
- Obligations
- Violations
- Referral and Monitoring

 $^{^{2}}$ DJJ case managers in county offices maintain a paper file for each youth, and a portion of that file is also in JJMS. DJJ's long-term plan is to convert 100% to an electronic file in JJMS, and some, but not all, elements of community supervision are able to be reflected in JJMS at this time. The DJJ audit referenced here evaluated documentation in JJMS, not paper files.

For each indicator in each youth record, compliance was reported as Met (criteria was completed/documented in JJMS as required by DJJ Policy), Needs Improvement (criteria was partially completed/documented in JJMS as required by DJJ Policy), Unmet (criteria was not completed/documented in JJMS as required by DJJ Policy), or N/A (criteria was not applicable in that case). As referenced in DJJ's written response to the LAC audit, of the approximately 2,904 indicators, 25 indicators were identified as Needs Improvement and 13 were identified as Unmet. Community staff completed a quality improvement plan for each identified area of deficiency to assist in making the required improvements.

The electronic platform that DJJ uses to track case management data is the Juvenile Justice Management System (JJMS). JJMS is an asp.net web-based database application running on a Windows server, with a SQL server database (version 2012). Please note that JJMS is a juvenile database management system which also maintains some case management data. JJMS access is controlled by User Name and Password credentials, as well as a current Microsoft Access Directory account and a JJMS account; all of which is managed by the agency's Office of Information Technology. With appropriate credentials, employees can access JJMS from a desktop or laptop computer. JJMS is not currently supported on mobile devices. JJMS data is maintained on a server, behind a firewall.

Regarding case management, supervisors in each DJJ county office review all Community Services Division Policies with new Case Managers upon hire. Specifically, Case Managers who supervise juveniles on probation, commitment, and parole status are governed by multiple policies, to include the following:

- F-6.0, Community Residential Program Placement Services
- F-6.3, Community Residential Treatment Termination Process
- F-7-5, Wraparound and Intensive In-Home Services
- F-8.1, Probation and Parole Supervision and Reintegration Planning
- F-8.2, Electronic Monitoring
- F-8.3, Juvenile Monetary Restitution and Community Service
- F-8.5, Probation Violation and Parole Revocation Procedures
- F-9.2, Termination of Probation/Parole Supervision and Case Closure

These policies are attached for your review. (Attachment 1) Also, each Case Manager is trained on case management protocol at the DJJ county office level upon hire. Attached for your review is an example of the case management training completed at the local county office in Greenville County, to include a listing of Case Manager Expectations. (Attachment 2)³ Case Managers also receive standardized case management training through DJJ Community Basic Training (Attachment 3) and through a follow-up DJJ Effective Case Management Training (Attachment 4). Both of these trainings are part of the required trainings for Case Managers to complete within the first year of hire.

Case Managers, like other DJJ employees, are formally evaluated on performance criteria pursuant to the State of South Carolina Employee Performance Management System (EPMS). The evaluation

³ An issue that the Deputy for Community Services identified early in her tenure at DJJ is that DJJ county offices had varying training procedures and materials. In order to address this inconsistency, the Community Services Division convened a statewide group of county personnel in October 2016 to devise a Standard Operating Procedure Manual to be utilized across the state. It is the goal of the Division to have this manual completed by April 1, 2017.

criteria (meaning the "areas in which case management employees are evaluated on their performance") is outlined in the attached sample EPMS. (Attachment 5) Per DJJ Policy B-3.13, Employee Performance Management System, the EPMS Planning Stage is to be established within six (6) weeks of hire. The EPMS Evaluation Stage is to be completed on an annual basis.

Alternative Placements

Based on clarification provided by Committee Counsel Charles Appleby, attached are copies of the contracts for the provision of residential services at community-based alternative programs known as Camp Aspen, Georgetown Marine Institute, and Lancaster Children's Home. (Attachments 6, 7, and 8). These contracts consist of the original state Solicitation, the Vendor Response, and any post-award Modifications. Please note that these services are procured through the South Carolina Materials Management Office (MMO), a division of State Procurement. Providers who wish to submit a proposal in response to a solicitation, submit the required information to MMO for consideration. Those that qualify as a vendor of the state who submit the documentation required are awarded a bid and granted a contract.

The Marine and Wilderness providers have been awarded contracts through Solicitation 5400007516. Associated Marine Institute (AMI), Camp Aspen, and Generations serve youth referred by SCDJJ exclusively. Each program is defined within the contract to serve a specific number of youth within a specific age range. Clemson Youth Learning Institute has a Memorandum of Understanding with DJJ for intermediate residential care for females at Camp Long and an Administrative Contract for Residential Services (Solicitation 5400004620) for intermediate residential care for males at Camp Ghigua.

By contrast, Solicitation 540002734, known as the multi-agency contract, is a Fixed Price Bid established to purchase residential services for children for multiple state agencies. These agencies include DJJ, SC Department of Disabilities and Special Needs, SC Department of Mental Health, and Office of the Governor, Continuum of Care. Providers who are awarded contracts are placed on a Qualified Provider List from which state agencies may select a provider for a particular client.

DJJ, in conjunction with MMO, initiated contract modifications with all marine and wilderness providers, specifically the following providers at the referenced locations:

Clemson Youth Learning Institute, Inc. Camp Ghigau Clemson Youth Development Center a/k/a Camp Long

Community Education Centers, Inc. Camp Aspen

AMIkids, Inc.

Beaufort Marine Institute Camp Bennettsville Georgetown Marine Institute Piedmont Wilderness Institute Camp Sandhills Camp White Pines I Camp White Pines II

The contract modifications are detailed in Attachment 9 and include enhanced staff to youth ratios, provision of particular evidence-based treatment services, academic services enhancements, and specified outcome and output measures. All impacted providers have agreed to the modifications, so they are being forwarded to MMO for approval and implementation.

Personnel

Regarding the chart on page 11 of the LAC audit report, by way of clarification, the enrollment numbers listed in the second column titled "Enrolled" represent individuals who were pre-enrolled to attend the South Carolina Criminal Justice Academy (Academy or SCCJA) for a specific session, not the number of employees who started at the Academy that session. Also, the last column titled "Did Not Graduate" reflects employees who were pre-enrolled for a specific session and did not graduate that session (this number does not take into account persons who were unable to graduate during that session but graduated during a later session). As to the seven specific persons purported to "not graduate" from the Academy, three graduated during a later session, one resigned from DJJ while at the Academy, one resigned from DJJ prior to his Academy session start date, one did not attend the Academy on her enrolled session start date due to a medical issue (still employed at DJJ), and the final employee's session resumed due to an on-the-job injury sustained in the interim (still employed at DJJ and on light duty). Attachment 10 charts the enrollment and graduation status of each of these employees, with employees identified by their initials. By way of update, the employee listed as having enrolled in the November 28-December 16 class that was "still in progress at time of [LAC] review" graduated.

On Friday, February 3, 2017, DJJ delivered 100% of its revised Rehabilitative Services Basic Training curriculum to SCCJA for review and approval. The curriculum includes 29 training sessions totaling more than 103 hours of training. SCCJA will notify DJJ when their review is complete. Upon approval of the Basic Training curriculum by the Academy, DJJ intends to implement a plan to ensure that all of its correctional officers are trained on the content of the approved curriculum. This will help ensure and support the agency having a workforce of juvenile correctional officers, to include correctional supervisors, who are trained on a uniform curriculum.

Regarding DJJ's processes for hiring personnel, attached for your review is Form B-3.18L, Hiring Packet Checklist. This form guides hiring managers on the documentation and verification that are required prior to hiring an employee. (Attachment 11) This Checklist must be completed and returned to DJJ Human Resources (HR) staff for each new hire. HR obtains copies of transcripts for positions requiring college degrees and for correctional staff who are hired at a higher level due to having the degree. For other positions requiring various license or certification, verification of this information is sent to HR by the hiring manager in the new hire packet. DJJ also has put a process in place to conduct a background review with SCCJA prior to hiring a correctional officer for the Juvenile Detention Center to ensure that the potential hire is eligible to be certified by the Academy. DJJ is working with SCCJA to expand this screening process to include new hires for any correctional position that requires Academy certification. A NCIC background check is conducted on all new hires, regardless of position type.

Additionally, each hiring manager is responsible for conducting and submitting employment reference check documentation. If the employee worked at DJJ previously, a review of the internal ERMIS system also is conducted by staff in the DJJ Inspector General's Office to determine if there were any founded investigations or other issues that should be considered as part of the hiring decision. Furthermore, DJJ has certain mandatory questions on the state employment application that applicants must answer to assist with filtering applications that may pose a conflict of interest based on prior employment. These questions include:

- Have you ever been convicted of a criminal offense? Note: Omit minor vehicle violations and any offense committed before your 17th birthday which was finally adjudicated in juvenile court or under a youthful offender law. Conviction of a criminal offense is not necessarily an absolute bar to state government employment in all cases. Each conviction is evaluated individually.
- If yes, please list charge(s), indicate where you were convicted, the date, and the disposition status of the conviction.
- Are you currently employed by the State of South Carolina?
- If so, in which agency do you currently work?
- Do you have any relatives employed with the State of South Carolina?
- If yes, please provide the name(s), relationship, and agency.
- Have you ever been terminated from any job?
- If yes, please explain.

I trust that you will find the above information and related attachments helpful to you in the oversight process. Thank you to members of the Committee and to Committee staff for your continued interest in DJJ and, particularly, in the steps the Department is taking to continue to improve the services we provide to the citizens of South Carolina. I welcome the opportunity to share with you at our meeting tomorrow my vision for DJJ and my priorities for the Department moving forward. I look forward to partnering with this Committee and others as I implement an aggressive reform agenda to ensure that DJJ is increasing public safety by providing high-quality rehabilitative services to youth and their families.

Please advise if I can answer any questions or provide you with additional information.

Kind Regards,

Signature Redacted

Freddie B. Pough Acting Director

cc: The Honorable Wm. Weston J. Newton The Honorable Katherine E. "Katie" Arrington The Honorable William M. "Bill" Hixon The Honorable J. Todd Rutherford The Honorable Raye Felder Mr. Charles L. Appleby IV Ms. Carmen McCutcheon

ATTACHMENT 1

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

POLICY AND PROCEDURES

Title:		Community Residential Program Placement Services			.: F-6.0	Page(s):	1 of 9
·	Placement	Services					
Authority:							
Juvenile Justice Code: South Carolina Code of Laws Section 20-7-7210							
PbS Related	l Standard(s)):					·
August 05, 2016 SIGNED/ Sylvia Murray Effective Date Sylvia Murray							

POLICY: The Department of Juvenile Justice (DJJ) offers a continuum of short-term placements as an alternative to commitment, detention, or secure evaluation for the juveniles we serve. Placement can also serve as an alternative to secure confinement for juveniles eligible for transfer/step-down status. The least restrictive environment will be considered when making the placement selection.

PROCEDURAL GUIDELINES:

- A. Definitions
 - 1. Office of Community Alternatives: The Office of Community Alternatives is responsible for the coordination of the statewide alternative placement program. Agreements and contracts for group homes or community residential programs are handled directly through the Community Alternatives Director.
 - 2. DJJ Placement Coordinator: A Placement Coordinator, receives placement referrals and secures placement for identified juveniles. Each county office has an assigned Placement Coordinator available as a resource.
 - 3. Community Alternatives Program Monitor (Program Monitor): A Community Alternatives Program Monitor is assigned to each group home or community residential program. The Program Monitor referenced in this Policy monitors the key contract components and day to day operations.
 - 4. Diagnostic Assessment (DA): The purpose of a diagnostic assessment is to determine the need for rehabilitative behavioral health services, establish or confirm a diagnosis, and/or to provide the basis for the development of an effective comprehensive individual plan of care, or to assess progress and the need for continued treatment.
 - 5. Alternative Placement (or Placement): An out-of-home, community-based setting to which a juvenile may be sent for shelter and services.

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- 6. Placement Staffing Form (PSF): The Placement Staffing form is an assessment completed by the DJJ psychologist/social worker to determine the need for alternative placement, the level of care required, and the recommendations/objectives of placement.
- 7. Transfer Status: When a juvenile is committed, the Department has the option to transfer that juvenile to a Community Residential Program. If the juvenile is on a determinate sentence, the juvenile must remain in placement until he has met the required stay mandated by his determinate commitment. If the juvenile is on an indeterminate sentence, the juvenile must remain in placement until released by the Juvenile Parole Board or DJJ Release Authority.
- 8. Graduated Response: A response or intervention taken to address a variety of offenses/infractions committed by an offender while on probation/parole. A continuum is designed to guide DJJ staff in decreasing or increasing sanctions in a timely fashion based on a juvenile's behavior.
- 9. Placement Matrix: The placement matrix designates the length of stay for the juvenile based on the juvenile's risk score and current offense category.
- B. Placement Authorization

DJJ offers placements as an alternative to commitment. Placements are limited to those ordered by the Family Court, Juvenile Parole Board, DJJ Release Authority, or an Interstate Compact Authorization. Juveniles committed to DJJ can transfer to a placement from the Admissions Unit or can step-down to a placement from BRRC in accordance with Policy E-1.3, Risk Assessment Process Instrument Classification Matrix Model, and Sections G and H of this Policy.

- C. Placement Referrals from the Community
 - 1. Prior to recommending a juvenile for placement, the County Case Manager (CM) will:
 - a. Assess the need for placement and make every effort to maintain the juvenile in their home.
 - b. Utilize all appropriate community resources and/or graduated responses.
 - c. Staff the case with a supervisor. The county office supervisor will ensure community- based services and/or graduated responses are implemented prior to recommending alternative placement to the Court. If there are special circumstances and/or suspected special needs, the supervisor will

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direct the CM to contact a DJJ psychologist and/or Special needs Coordinator.

- d. Consider if the juvenile needs to be removed from the home on a more permanent basis due to suspected abuse or neglect. Such cases will be referred to the Department of Social Services (See Section M of this policy).
- 2. A Placement Staffing Form (PSF) (Form F-6.0D) is required for alternative placements. The County CM will request a PSF by completing the Juvenile Information portion of the PSF and will ensure the Child and Adolescent Evaluation (CAE) information in JJMS is current and will include the following with the PSF request: current court order(s), most recent psychosocial evaluation, current school records to include the school and grade, discipline records, current report card/academic grades, special education indication including the IEP; copy of the Medicaid card (if applicable); Mental Health records; prior Placement Staffing forms; and Discharge summaries. The County CM will forward the PSF and information to a DJJ Psychologist or Social Worker within two (2) business days of the decision to recommend placement, the Family Court Judge ordering placement or the Parole Authority ordering placement.

DJJ evaluations recommending alternative placement will include the PSF, as well as Diagnostic Assessment (DA), as applicable.

3. The DJJ Psychologist or Social Worker will assess the need for alternative placement, the level of care required, and the recommendations/objectives of placement by completing the PSF. The completed PSF will be forwarded to the County CM.

If the level of care recommendation is for Therapeutic Foster Care (TFC), the psychologist/social worker will complete the DA.

4. Within two (2) business days of receiving the PSF, the County CM will submit a completed placement packet to the Placement Coordinator. The placement packet will include the Multi-Agency Children's Services Referral Application (Form F-6.0 B) and the Placement Packet Checklist (Form F-6.0I) signed by a supervisor. The Placement Matrix (Form F-6.0E), the Community Residential Program Medical Questionnaire (Form F-6.0G), the Community Residential Program Parental Consent Agreement (Form F-6.0H) and the PSF along with the other

documents listed on the checklist will also be included. The PSF is mandatory for the Placement Coordinator to process the placement referral.

- 5. When recommending placement, the County CM will recommend alternative placement without identifying a specific location and will request the Court Order or Conditional Release order indicate alternative placement without stipulating a location.
- 6. Alternative placement ordered as a condition of probation or parole authorizes placement one time per Order or Conditional Release. This one placement period includes step up or step down or lateral moves between types of placements if deemed appropriate.
- 7. Upon approval of the parole authority, juveniles on parole who violate the conditions of parole can be placed in alternative placement.
 - The County CM will submit a Request for Change of Parole
 Status/Special Conditions for juveniles on parole. Form A-5.1K to the DJJ
 Release Authority or Exhibit P-16 to the Board of Juvenile Parole.
 - In emergency situations, placement can be secured; however, the County CM will submit the Request for Change of Parole Status/Special Conditions (Form A-5.1K or Exhibit P-16) to the respective parole authority to ensure the request is reviewed and approved at the next parole hearing.
- 8. When a placement recommendation is made, the County CM will explain the reasons for placement to the juvenile and his/her parent/guardian, prepare them for placement and discuss the goal of returning the juvenile home.

D. Placement Coordinators

- 1. Within three (3) business days of receiving the placement referral packet, the Placement Coordinator, will review the packet for completeness and request any missing information from the County CM and/or the Classification Coordinator using the "items missing" column of the Placement Checklist Form F-6.0I.
- 2. Within three (3) business days of accepting a complete placement packet, the Placement Coordinator will forward the packet to the appropriate alternative placement provider per the Placement and Supervision Levels with Available

Programs (Attachment F-6.0A) using secure email or to a designated fax recipient.

- 3. If a pre-placement interview is required, the Placement Coordinator will notify the County CM to arrange a date and time for the interview.
- 4. The Placement Coordinator will notify the County CM when the juvenile is accepted and request any additional information required by the provider and will monitor the case until the juvenile is admitted into placement.
- 5. The Placement Coordinator will ensure the County CM completes the required paperwork to include the facility's required permission forms and will follow up to ensure that the required document(s) is/are at the placement before giving approval for the placement to occur.
- 6. The Placement Coordinator will notify the Community Alternatives Program Monitor of the placement and provide the Program Monitor with the PSF and Placement Matrix.
- E. Procedure for Non-Concurrence with Decisions Relating to Placement Plans
 - 1. The County CM and Placement Coordinator will make every effort to ensure the timely and proper placement of juveniles. In the event that the two are unable to agree in the determination of a placement plan, either may request a conference with their supervisor.
 - 2. If such a request is made, the Placement Coordinator will coordinate a conference between the two and their immediate supervisor in an effort to resolve the matter.
- F. Juvenile Placement Acceptance from the Community
 - 1. Upon notification of placement acceptance, the County CM will:
 - a. Within three (3) business days of being notified, forward the additional information required by the Provider to the Placement Coordinator.
 - b. Arrange a date and time for a pre-placement interview if an interview is required and arrange/provide transportation for the interview if needed.

- Notify the parent/guardian that the juvenile's current medication in the original prescription bottle or a prescription needs to go with the juvenile.
 Medication in alternative packaging will not be accepted.
- d. Provide the parent/guardian with a clothing/supply list as applicable.
- e. Provide transportation to placement. In exceptional circumstances, transportation is available through a Wraparound Services provider with prior supervisor approval.
- 2. Within two (2) business days of the juvenile's admission to or release from placement, the County CM will notify the Placement Coordinator. The Placement Coordinator will notify the Program Monitor who will key the placement/removal into JJMS.
- G. Placements directly from DJJ Admissions Unit and BRRC
 - 1. A Multidisciplinary Team will determine when a juvenile is eligible for a transfer/ step down program. Non-secure placement will be obtained in accordance with Policy E-1.10, Juvenile Transfers.
 - 2. The Classification Coordinator can place juveniles directly in Marine and Wilderness programs.

The Classification Coordinator will ensure_the Community Alternatives Program Monitor is notified of placements to the Marine and Wilderness Programs and include the PSF.

- 3. The Classification Coordinator can access Multiagency Facilities by a referral through the Placement Coordinators in accordance with Policy G-3.3, Evaluation Center Admissions Services (Classification and Assignment).
 - a. The Placement Coordinator will request the Multi-Agency Children's Services Referral Application and any additional information from the County CM.
 - b. The County CM will provide requested information to the Placement Coordinator within two (2) business days.

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- 4. When a juvenile is placed from Admissions/BRRC, medications and /or a prescription will be provided in accordance with Policy C-1.8 Medication Management for Juveniles at Admission, Transfer, Release and When Temporarily Absent.
- 5. When a juvenile is placed from Admissions/BRRC, the Classification staff arranges for transportation to the program.
- H. Juveniles Requiring Placement at the Time of Release from Long-term Commitment

In most instances when a juvenile completes his stay in commitment status and is paroled, the juvenile will go home. In exceptional cases, placement may be warranted. In these cases, the Placement Matrix is not applicable. The juvenile will have a limited stay in placement for a transitional period of 90 days or less. Extensions may be approved in accordance with Section I of this policy.

- 1. Prior to recommending placement as a condition of release to the parole authority, the County CM will staff the case with a supervisor and comply with Section C of this policy in submitting a placement referral to the Placement Coordinator.
- 2. If the juvenile is in transfer status and paroled to the program, the juvenile can remain in the program up to 90 days. Extensions can be approved according to Section I of this policy.
- I. Placement Extensions

When a length of stay extension is needed, the County CM will staff with a supervisor and present a Request for Placement Extension (Form F-6.0J) to the County Director for approval. Upon approval, the request will be forwarded to the Regional Administrator for approval.

- Extensions can be approved by the Regional Administrator for a period of up to 30 days at a time, up to 90 days for sex offender programs. Regional Administrators will send the approvals to the Director of Community Alternatives, who will forward the approval to the assigned Program Monitor.
- 2. Extensions can be approved for more than one 30-day period in exceptional circumstances.
- 3. The Program Monitor will complete authorizations as required and maintain length of stay data. The Program Monitor will update Placement Coordinators,

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Regional Administrators, County Directors, and Placement Programs with the length of stay information at least once every two (2) weeks.

J. Case Management during Placement and Reintegration Planning

Ongoing services to the family are required to enable the juvenile to return home at the earliest possible date. The County CM will provide case management and reintegration planning in accordance with Policy F-8.1, Probation and Parole Supervision and Reintegration Planning and Community Supervision Levels and Contact Chart, (Attachment F-8.1A) and Commitment Contact Chart (Attachment F-8.1B).

- K. Pregnant Females
 - 1. Every effort will be made to serve pregnant females in the home setting.
 - 2. If efforts to serve pregnant females in the home setting are not successful, the County CM will staff the case with the Supervisor and DJJ Special Needs Coordinator.
 - 3. For those requiring alternative placement, a Placement Referral Packet will be sent to the Placement Coordinator for referral to available resources.
- L. Referrals to the Department of Social Services

DJJ provides short-term placement for juveniles as an alternative to commitment. If abuse, neglect, or abandonment is suspected, the County CM will staff the case with a supervisor and a DJJ Special Needs Coordinator. A referral will be made to DSS using the Mandated Report of Suspected Abuse or Neglect form (Form F-7.2H) requesting an investigation, if necessary.

RELATED FORMS AND ATTACHMENTS:

Attachment F-6.0A, Placement Supervision Levels with Available Programs Form F-6.0B, Multi-Agency Children's Services Referral Application Form F-6.0D, Placement Staffing Form Form F-6.0E, Placement Matrix Form F-6.0G, Community Residential Program Medical Questionnaire Form F-6.0H, Community Residential Program Parental Consent Agreement Form F-6.0I, Placement Packet Checklist Form F-6.0J, Request for Placement Extension Form F-7.2H, Mandated Report of Suspected Abuse or Neglect Form A-5.1K, Request for Change of Parole Status/Special Conditions Exhibit P-16 (Juvenile Parole Board) Request for Change of Parole Status/Special Conditions

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Attachment F-8.1A, Community Supervision Levels and Contact Chart Attachment F-8.1B, Commitment Contact Chart

REFERENCED POLICIES:

Policy C-1.8, Medication Management for Juveniles at Admission, Transfer, Release and When Temporarily Absent.

Policy E-1.3, Risk Assessment Process Instrument Classification Matrix Model

Policy E-1.10, Juvenile Transfers

Policy G-3.3, Evaluation Center Admissions Services (Classification and Assignment)

Policy F-8.1, Probation and Parole Supervision and Reintegration Planning

SCOPE:

This policy applies to all employees in the Community Services Division and Treatment and Intervention Services Division.

LOCAL PROCEDURAL GUIDE REQUIREMENT:

Not required.

TRAINING REQUIREMENT:

All community services employees and treatment and intervention services employees are required to review this policy within 30 calendar days of its publication.

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

POLICY AND PROCEDURES

Title:	Community	Community Residential Placement			F-6.3	Page(s):	1 of 4
	Terminatio	Termination Process					
		y Alternative	es, Division of Cor	nmunity Servi	ces	· · · · · · · · · · · · · · · · · · ·	·
Juvenile Jus	stice Code:						
PbS Related Standard(s):							
December 31, 2014 SIGNED/ Margaret H. Barber Effective Date Margaret H. Barber Director Director							
DATES UP	DATED:						

POLICY: The Department of Juvenile Justice (DJJ) will classify and place juveniles in the least restrictive environment. DJJ staff will take the necessary action to protect the juvenile and the public, and reassess the case to determine the best course of action when a juvenile's behavior in a community residential placement poses a risk to himself or others. Juveniles transferred to a community residential placement by the DJJ Multidisciplinary Team through the classification process and juveniles placed at a community residential program through the probation or parole process may be terminated from the community residential placement and reassigned.

PROCEDURAL GUIDELINES:

- A. Definitions:
 - 1. DJJ contract facilities- DJJ contracts with Private Providers for community based residential services. The Community Alternatives Section provides oversight for these Providers. Each facility has a Residential Program Manager or Director who supervises the staff of the program and the services received by the juveniles.
 - 2. DJJ Placement Coordinator- Each County has an assigned Placement Coordinator. This Coordinator receives placement referrals and secures placement. This Coordinator is available as a resource for county staff.
 - 3. Transfer Status- When a juvenile is committed, the Department has the option to transfer that juvenile to a Community Residential Program. If the juvenile is on a determinate sentence, the juvenile must remain in placement until he has met the required stay mandated by his determinate commitment. If the juvenile is on an indeterminate sentence, then the juvenile must remain in placement until released by the Parole Board or DJJ Releasing Authority.
- B. The juvenile's status of transfer, probation, or parole determines the process for terminating the juvenile from the program based on disruptive behavior.

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- C. When a juvenile's behavior is disruptive in a community residential placement and he/she fails to make progress after being afforded every reasonable opportunity to do so, the Community Residential Program Manager may initiate plans to terminate the juvenile's placement in the program. Procedures to terminate and reassign the juvenile vary depending on whether the juvenile is on transfer, probation, or parole status, as follows:
 - 1. Transfer Status

If a juvenile is on transfer status and disrupts, the Community Residential Program Manager will notify the DJJ Director of Classification and provide documentation of the incident and/or events leading up to the disruption. The Director of Classification is authorized to approve the return of a juvenile to the facility or evaluation center from which he/she was released and arrange transportation by the DJJ Police or DJJ Transportation Section.

2. Probation or Parole

If a juvenile on probation or parole disrupts, the Community Residential Program Manager will notify the County Case Manager (CM) in the juvenile's home county and provide documentation of the incident and/or events leading up to the disruption. For DJJ contract facilities, this documentation will be provided in incident report format, detailed, and signed by the Community Residential Program Manager. If the disruption results in a request for placement termination, the juvenile will be removed from the facility within six (6) business days. If the circumstances surrounding the request for removal places juveniles or the facility at risk for further disruption, then the juvenile will be removed as soon as possible.

Placement termination can be considered a violation of a juvenile's conditions of supervision. The County Case Manager will follow the procedures as outlined in Policy F-9.1, Probation Violation and Parole Revocation Procedures when considering removal options. Due to the time constraints regarding placement removal, the County Case Manager will inform the supervisor of the juvenile's placement termination on the same day of receipt of termination notification.

a. If the County Case Manager and supervisor determine continued placement is appropriate, the County Case Manager will request assistance from the DJJ Placement Coordinator for an alternate placement within the 6-day requirement. The type of program in which the child was placed (i.e., Intensive Group Care, Intermediate Group Care, Therapeutic Foster Care) will be considered. The Placement Coordinator will pursue an alternate placement and inform the County Case Manager when placement is secured and advise if a Staffing Form (Form F-6.0D) is needed. If the juvenile is placed in another alternative placement program, the juvenile can be transported to the placement by the County Case Manager or a

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wrap-around transportation provider. All necessary safety precautions will be implemented. Two transporters may be considered. The parent will not be allowed to transport the juvenile to placement.

- b. When a juvenile is terminated from placement, the juvenile will not be returned to his/her home prior to review and approval by the Family Court, SC Board of Juvenile Parole or DJJ Release Authority as applicable.
- c. If the County Case Manager and supervisor, with the County Director approval, determine a pick-up order/warrant is appropriate, Policy F-9.1, Probation Violation and Parole Revocation Procedures outlining the procedures for making these requests will be followed.
- d. If the juvenile has special needs, the County Case Manager will consult with a DJJ Community Psychologist, Community Social Worker and Community Special Needs Coordinator prior to taking action.
- D. Runaways and Escapes from Community Residential Placements

When a juvenile runs away from a community residential placement, DJJ staff will provide law enforcement and/or DJJ Police with documents to ensure that the juvenile is taken into custody at the earliest possible time. Procedures vary if the juvenile is on transfer, probation, or parole status, as follows.

1. Juveniles on Transfer Status

In the event a juvenile in placement on transfer status escapes, the Community Residential Program Manager will immediately notify local law enforcement, DJJ Police, and the DJJ Classification Director. When located, the juvenile will be returned to the DJJ facility designated by the Classification Director and his/her transfer status will be revoked. The DJJ Police may initiate a charge of escape.

2. Juveniles on Probation or Parole

In the event a juvenile in placement on probation or parole runs away, the Community Residential Program Manager will immediately notify local law enforcement and the supervising County Case Manager. The Community Residential Program Manager will provide documentation of the runaway. In DJJ contract facilities, this documentation will be provided in incident report format, detailed, and signed by the Community Residential Program Manager.

The County Case Manager will notify the supervisor of the juvenile's runaway status on the same day of receipt of notification.

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A juvenile running away from placement can be considered a violation of a juvenile's conditions of supervision. The County Case Manager will follow the procedures to determine the need for a pick-up order/warrant as outlined in Policy F-9.1, Juvenile Case Violation and Probation/Parole Revocation when receiving a runaway report from a community residential placement.

RELATED FORMS AND ATTACHMENTS:

Form F-6.0D, Placement Staffing Form

REFERENCED POLICIES:

F-9.1, Probation Violation and Parole Revocation Procedures

SCOPE:

This policy applies to DJJ Community Services, Treatment and Intervention Services, and the Inspector General (DJJ Police).

LOCAL PROCEDURAL GUIDE:

Not required.

TRAINING REQUIREMENT: DJJ Community Alternative Program staff, County Office staff, the Director of Classification, and the DJJ Police are required to review this policy within 30 days of its publication.

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

POLICY AND PROCEDURES

Title:	Wraparound and Intens	sive In-Home	Policy No.:	F-7.5	Page(s):	1 of 5	
	Services	_					
Authority:	Community Alternative	es, Division of Cor	nmunity Servi	ices		·····	
Juvenile Jus	Juvenile Justice Code: n/a						
PbS Related	d Standard(s): n/a						
<u>March 24, 2016</u> Effective Date <u>SIGNED/ Sylvia Murray</u> Director							

POLICY: The Department of Juvenile Justice (DJJ) has, in its service array, a variety of individualized services offered to juveniles and their families by private Providers in the least restrictive environment within the home and community setting. On a funding available basis, these services can be provided to juveniles who are on probation and parole and who are at risk of being placed out of their home, having their probation violated or parole revoked or being committed to a DJJ facility. These services also can be provided to juveniles released from placement, to strengthen re-entry services and optimize opportunities for success in their home and community.

PROCEDURAL GUIDELINES:

- A. Definitions
 - 1. Behavior Modification (BMod): Provides juveniles the opportunity to alter existing behaviors, acquire new behaviors, and function more effectively within his or her environment. Interventions are planned in such a way that they are constantly supporting, guiding, and reinforcing the juvenile's ability to learn life skills.
 - 2. Community Alternatives Program Monitor (Program Monitor): A Community Alternatives Program Monitor is assigned to each program managed by the Office of Community Alternatives. The Program Monitor referenced in this policy reviews and processes requests for wraparound and intensive in-home services and monitors project services and spending.
 - 3. Diagnostic Assessment (DA): The purpose of a diagnostic assessment is to determine the need for rehabilitative behavioral health services, establish or confirm a diagnosis, to provide the basis for the development of an effective and comprehensive individualized plan of care, or to assess progress and the need for continued treatment.
 - 4. Intensive In-Home Services: Individualized in-home services provided by private Providers designed to prevent the removal of a juvenile from their home environment, to promote reunification of the juvenile with their family and to

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strengthen and empower the family unit. Services include service plan development, individual therapy, family therapy and family support.

- 5. Sex Offender Therapy: Planned face to face interventions intended to help the juvenile achieve and maintain stability; improve their physical, mental, and emotional health; and cope with or gain control over the symptoms of their illness and the effects of their disabilities. Therapy services are used to assist juveniles with problem solving, achieving goals, and managing their lives by treating a variety of behavioral health issues.
- 6. Transportation Services: Transportation services are provided to juveniles and their custodial parents/guardians if the parents/guardians have no other means of transportation and the case manager is unable to provide the service.
- 7. Wraparound Services: Individualized intervention services provided by private Providers and are used to provide additional support to juveniles in an effort to maintain them in their homes. Intervention services include Behavior Modification (BMod), Intensive In-Home Services, Transportation Services and Sex Offender Therapy
- B. Wraparound and Intensive In-home Services Referral Process
 - 1. To request BMod, transportation or Intensive In-Home services, the County CM will complete the Wraparound/Intensive In-Home Services Referral (Form F-7.5A) selecting the requested service, obtain the supervisor's approval and signature, and forward the referral to the Regional Administrator (RA). The RA will forward the referral via email to <u>WrapAndInHome@scdjj.net</u>. The Community Alternatives Program Monitor must approve the referral <u>prior</u> to services being initiated. Prior approval from the supervisor and Program Monitor may be waived when there is a need for urgent transportation services, and the County CM will follow the process as outlined in section C. #3 of this policy.
 - a. Wraparound and intensive in-home services can be provided to the extent funding allows.
 - b. The frequency and duration of BMod services are for a period of up to 90 days and approximately a total of 40 hours of service.
 - c. BMod and Intensive in-home services must be therapeutic in nature and relate to the juvenile's individual plan and goals.
 - d. Behavior Modification (BMod) can be provided to juveniles on probation and parole and is to alter the behavior of the juvenile that is inappropriate or undesirable. Behavior Modification involves regularly scheduled

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interventions designed to optimize emotional and behavioral functioning in the natural environment through the application of clinically planned techniques that promote the development of healthy coping skills, adaptive interactions with others, and appropriate responses to environmental stimuli.

The County Case Manager (CM) will consider Intensive in-home services or BMod services for a juvenile prior to recommending probation or parole revocation, alternative placement or commitment.

e. Intensive in-home services can be provided to juveniles on probation and parole and who are at risk for placement. These services also can be provided to juveniles released from placement or commitment to strengthen re-entry services and optimize opportunities for success in their home and community.

The County CM will consider intensive in-home services prior to recommending alternative placement or commitment.

- 2. The County CM is neither required nor encouraged to recommend a particular Provider, however, this option is available. If applicable, the County CM will note the desired Provider on the referral form. There is no obligation to any particular Provider; however, the business will be shared among qualified Providers when possible. The approved Providers list is maintained by the Office of Community Alternatives.
- 3. When requesting BMod or Intensive in-home services, the County CM will also request a Diagnostic Assessment (DA) by sending an email to <u>DiagnosticAssessment@scdjj.net</u>. The County CM will ensure the Child and Adolescent Evaluation (CAE) information in JJMS is current and will include the following with the DA request:
 - a. Current court order(s);
 - b. Most recent psychosocial evaluation;
 - c. Current school records, to include the school and grade;
 - d. Discipline records; current report card/academic grades;
 - e. Special education indication (including the IEP)
 - f. Copy of the Medicaid card (if applicable);
 - g. Mental Health records;
 - h. Prior Placement Staffing forms; and
 - i. Discharge summaries.

Prior to the completion of the DA, if it is determined that BMod or Intensive inhome services are no longer needed, the County CM will submit an email to <u>DiagnosticAssessment@scdjj.net</u> cancelling the request.

- 4. The psychologist/social worker will contact the County CM for additional information as needed.
- 5. The Program Monitor will review the request, complete the Approval Section and provide a copy to the County CM, the Office of Compliance and Medicaid as applicable, and the Provider, if approved.
- 6. Upon receipt of the approval from the Program Monitor, the County CM will coordinate the services with the Provider.
- 7. If the Provider is not responsive to the request or services are not rendered as referred, the County CM will request assistance from the Program Monitor for resolution or referral to another Provider.
- C. Transportation Services Referral Process

Transportation service providers are private citizens and are not equipped to provide secure transportation. Aggressive juveniles or juveniles who present significant security risk should <u>not</u> be considered for a referral for transportation services. The County CM will examine the same factors considered when a DJJ community staff member transports a juvenile or family member.

- 1. Transportation Services are available for pre-adjudicatory cases as well as probation and parole supervision cases.
- 2. Routine transportation services will be requested and pre-approved using the same process as Section B. of this policy except when urgent transportation arrangements are needed. A diagnostic assessment is not required for transportation services.
- 3. The County CM will contact the Provider directly, to discuss information regarding known runaway behavior and/or medical, emotional or psychiatric conditions
- 4. When urgent transportation arrangements are needed, the County CM can initiate the service from a Provider with approval of the supervisor. The County CM will forward the Referral form (F-7.5A) to the Regional Administrator (RA) on the next business day after transportation is arranged. The RA will forward the referral via email to <u>WrapAndInHome@scdij.net</u>.

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- 5. For transportation services, the total round trip mileage incurred for the individual(s) to be transported will be agreed to by the Provider and the County CM with approval by the supervisor <u>before</u> the transportation services are initiated. The round trip mileage will be calculated from the point at which the juvenile is picked up, to the point at which the juvenile is delivered and back to original pick up point. The mileage will be included on the referral form.
- D. Sex Offender Therapy Referral Process:

Referrals for sex offender therapy services will be managed by the Special Needs Coordinator and the Community Alternatives Program Monitor. The referrals will be submitted through the Program Monitor.

- E. Provision of Services, Billing and Payment
 - 1. The Provider will provide the services and submit documentation to the County CM detailing the services provided to the juvenile and his/her family, and their participation and progress.
 - 2. The Program Monitor will verify that services have been rendered then approve and process payment.

RELATED FORMS AND ATTACHMENTS:

Form F-7.5A, Wraparound and Intensive in-home Services Referral

SCOPE:

This policy applies to all employees in the Community Division.

LOCAL PROCEDURAL GUIDE:

Not required.

TRAINING REQUIREMENT:

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

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE POLICY AND PROCEDURES

Title:	Probation and Parole Supervision and Reintegration Planning			Policy No.:	F-8.1	Page(s):	1 of 13	
Authority:	thority: County Offices, Division of Community Services					·		
Juvenile Justice Code: n/a								
PbS Related Standard(s): n/a								
Related South C			rolina Code of Laws Sections 63-19-350, 63-19-1410, 63-19-1840, and					
Statutes/Reg	gulations:	63-19-1				2	,	
<u>November 26, 2014</u> Effective Date			SIGNED/ Marg		<i>per</i> garet H. Barb Director	er		
DATES UP	DATES UPDATED:							

POLICY: The Department of Juvenile Justice (DJJ) County Office staff will work with various law enforcement agencies, victim advocates, judicial entities, child-serving agencies, and other community entities to provide supervision of juveniles and access to appropriate services in the least restrictive environment with input from juveniles and their families.

DJJ County Case Managers (CM) will carry out their duties with technical competence, integrity and professionalism and will provide supervision and access to services to juveniles placed on probation by Family Court Judges, on parole under the authority of the South Carolina Board of Juvenile Parole, on parole under the authority of the DJJ Release Authority, under the authority of the Interstate Compact on Juveniles (ICJ) Agreement and reintegration planning for juveniles on DJJ commitment status.

The Department acknowledges that County Office staff interact with Judges, Solicitors, Attorneys/Public Defenders, various law enforcement agencies, victim advocates, and child-serving entities. The practices of these key groups in the juvenile justice system can result in the County CM deviating from procedures. These procedural deviations will not be contrary to agency policy and procedures, will be brought to the attention of the appropriate Regional Administrator, and will be incorporated in local procedural guides.

PROCEDURAL GUIDELINES:

- A. Definitions
 - 1. Probation: A court disposition that does not involve confinement but imposes conditions and supervision of a juvenile adjudicated delinquent for one or more offenses. In South Carolina, juvenile probation can last up until the juvenile's 18th birthday. Juveniles who are on probation remain under the authority of the family court and will be "violated" for failing to abide by the terms and conditions of their probation orders. Probation violations are contempt actions and may result in new and/or stricter sanctions for the juvenile found to be in violation of his or her prior court order. DJJ provides juveniles with three levels of community based

supervision: standard supervision, moderate supervision and intensive supervision.

- 2. Commitment status: Official confinement. Committed juveniles may reside in a juvenile facility, prison, mental hospital or appropriate placement for the duration of their commitment. Placement is determined by the Commitment Order and each juvenile's individual needs.
- 3. Parole: A S.C. Juvenile Parole Board/DJJ Release Authority action allowing a committed juvenile to return to the community on aftercare status, under supervision/authority of the Board/Release Authority, and subject to the general/specific rules established by the Board/Release Authority.
- 4. Case Staffing: A process in which there is an exchange of information regarding the juvenile's individual circumstance(s) to help identify issues, suggest problem resolution strategies, gain consensus and recommend service and/ or supervision options. A case staffing will include the juvenile's case file, the County CM and a supervisor. The purpose of the case staffing will determine the inclusion of other individuals, i.e. service providers, professionals, juvenile, and parent/guardian.
- 5. Standard Supervision: A regular level of supervision requiring the County case manager (CM) to work with the juvenile, juvenile's family, and community service providers by monitoring court ordered or parole conditions and the juvenile's case management plan in an effort to help the juvenile become a productive citizen, reduce their risk of reoffending and provide greater public protection.
- 6. Moderate Supervision: A medium level of supervision requiring the County CM to work with the juvenile, juvenile's family, and community service providers, through increased contacts, by monitoring court ordered or parole conditions and the juvenile's case management plan in an effort to help the juvenile become a productive citizen, reduce their risk of reoffending and provide greater public protection.
- 7. Intensive Supervision: A high level of supervision requiring the County CM to work intensively with the juvenile, juvenile's family, and community service providers by monitoring court ordered or parole conditions and the juvenile's case management plan in an effort to help the juvenile become a productive citizen, reduce their risk of reoffending and provide greater public protection. Intensive Supervision targets juveniles:
 - a) On commitment status to facilitate reintegration planning;

- b) On probation or parole in a community alternative setting to facilitate successful re-entry into the community;
- c) On parole; and/or
- d) On probation with high risks and/or high needs to reduce the risk for DJJ commitment or out of home placement.
- 8. Reintegration: The activity and programming conducted to prepare a juvenile to return safely to the home community and live as a law-abiding citizen.
- B. Case Assignment and Levels of Supervision
 - 1. Case Assignment

As soon as possible but no later than two (2) business days subsequent to the court hearing, the DJJ County Director/Supervisor will ensure the terms and conditions of probation supervision are explained to the juvenile and the juvenile's parents/guardians by designated county office staff. Within seven (7) business days of the juvenile's placement on probation, commitment to DJJ, or acceptance of cooperative supervision through ICJ, the County Director/Supervisor will review the case file, assign and distribute each juvenile's case to a County CM. Case assignments will be based on the level of supervision and County CM's current caseload.

2. Levels of Supervision

There are three (3) levels of supervision: standard, moderate, and intensive providing a continuum of supervision from least restrictive to most restrictive.

- a. When determining the initial level of supervision, the County Director/Supervisor will consider, the juvenile's risk/needs assessment, commitment sentence, physical location, special conditions of the Court Order/Conditional Release Agreement, the case staffing results, the individual victim and community concerns, and the available resources in the community.
- b. A change in the level of supervision will be determined by the supervisor and County CM through a case staffing. The criteria applied for the initial determination will be considered along with the juvenile's adjustment to their current level of supervision. For juveniles on intensive or moderate level of supervision, recommendations from the Community Planning and Review team will also be considered.

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- c. Juveniles will be supervised at the intensive level of supervision for a minimum of three (3) months and a maximum of six (6) months and at the moderate level of supervision for a minimum of two (2) months and a maximum of three (3) months. Justification for a reduction or extension to the minimum and maximum timeframes at both the intensive and moderate level requires approval by the supervisor and will be documented. The County CM and supervisor will take into account the applicable criteria considered for determining the initial level of supervision, the recommendations from the Community Planning and Review team and the juvenile's progress when recommending a reduction or extension in timeframes.
- d. The County CM responsible for providing supervision at the intensive level will have no more than 20 juveniles assigned to their caseload and will supervise at the intensive and moderate levels of supervision.
- C. Juvenile Records and Documentation
 - 1. Confidentiality and Release of Juvenile Records

The County CM will ensure that the juvenile case file is appropriately secured and protected in accordance with DJJ Policy B-5.1, Juvenile Records. County CMs will comply with DJJ Policy B-5.3, Confidentiality and Release of Juvenile Records and Information. Any questions regarding the appropriate release of information will be directed to the supervisor.

2. Documentation

The County CM will provide a written record of all case management activities. Within five (5) business days of all activities, the County CM will complete an Activity Note in JJMS.

3. Organization of County Case File

The County CM will ensure the juvenile's case file is organized according to the County Case Management File Organization Instructions (Attachment F-7.1A).

D. Provisions of Case Management Supervision

The County CM will serve as the primary case manager for juveniles while under DJJ community supervision and will provide case management supervision in accordance with and as outlined in the Community Supervision Levels and Contact Chart (Attachment F-8.1A).

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1. Probation Order or Conditional Release Initial Review and Notification Requirements

The County CM will review and explain the terms and conditions as outlined in the Probation Order or Conditional Release with the juvenile and the juvenile's parents/guardians.

- a. During the initial probation meeting, the County CM will provide a photocopy of the Order to the juvenile and the juvenile's parents/guardians and ensure the Order is uploaded into JJMS. If the Court order is not available at the initial appointment, the County CM, will, within two (2) business days of receipt of the Probation Order from the Court, ensure the court order is uploaded into JJMS and will provide a photocopy to the juvenile and juvenile's parents/guardians during the next probation meeting.
- b. Within five (5) business days from case assignment of a juvenile accepted from another state into South Carolina through ICJ, the assigned County CM will review and explain the terms and conditions of supervision with the juvenile and parent/guardian. The County CM will follow DJJ Policy F-5.1, Interstate Compact on Juveniles (ICJ) in providing supervision.
- c. Within two (2) business days from the juvenile's release from commitment status, the County CM will review the terms and conditions of parole supervision with the juvenile and parent/guardian.
- d. The County CM, if applicable, will explain the requirements for Sex Offender Registry, Sexually Violent Predator Act, and/or DNA Sampling as indicated in DJJ Policies A-4.7, Sex Offender Registry, A-4.8, Sexually Violent Predator Act, and A-4.2, DNA Sampling of a Juvenile. The County CM will ensure an opportunity for a DNA sample to be obtained from the qualifying juvenile and enter the information in JJMS when DNA is completed.
- e. The County CM, if applicable, will provide notification (if not previously provided) to the school principal in accordance to the School Safety Act and as outlined in Policy F-7.3, Case Resolution and Court Presentation.
- 2. Child Assessment and Evaluation Review and Updates

The County CM will review the juvenile's Child Assessment and Evaluation (CAE) to ensure demographic, educational mental, emotional, medical and other related information is current. The County CM will update the CAE in JJMS and in the case file within five (5) business days of the time the update becomes

known. The CAE shall be reviewed within 180 calendar days of initial completion with any updates noted in JJMS and in the case file. The CAE shall be reformulated within two (2) years of initial completion and a new CAE printed and placed in the case file.

3. Case Management Plan (CMP) Development and Updates

The County CM will develop a Case Management Plan (CMP) (Form F-8.1A) on each juvenile under DJJ supervision, excluding diversion cases as defined through DJJ Policy F-7.3, Case Resolution and Court Presentation. The CMP will serve as a guide for accessing appropriate services for the juvenile and family.

- a. The County CM will assess the needs of the juvenile and develop a CMP for each juvenile on DJJ probation or parole supervision within 30 calendar days from the juvenile's court ordered probation or parole release by the Juvenile Parole Board or DJJ Release Authority.
- b. The CMP will be developed based on the assessment of the information obtained from, but not limited to, the CAE, Court Orders, Conditional Release Agreement, Pre-Dispositional Evaluation Report, juvenile plan for services (BRRC and/or alternative placement), prior CMPs, other provider(s) treatment plan, discharge summaries, interviews with and input from the juvenile and parents/guardians, other available information from agencies involved with the juvenile and family, and victim interest.
- c. The CMP will identify the juvenile's strengths and needs and will specify the goals and actions to address the medical, social, educational and other services needed by the juvenile and family. It will include activities required to meet the identified needs, frequency of activity, responsible authority, projected completion date and actual completion date. Consideration will be given to juvenile's risk factors as well as the interest of the individual victim and community. Services needed by the juvenile but not available in the community will be documented in an Activity note and the reason for the juvenile's need for these services will be explained.
- d. The County CM will finalize the development of the CMP in conjunction with the juvenile and parent/guardian, review the CMP with them, obtain their signatures, and provide them with a copy. If the juvenile and parent/guardian are unavailable, the County CM will document why the signature could not be obtained and will obtain their signatures during the next face to face contact.
- e. Within thirty (30) calendar days of development, the County CM will present the CMP to a supervisor for review and signature.

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- f. The County CM will implement and monitor the CMP to ensure appropriate services are being provided and progress is being made.
- g. The County CM and a supervisor will review the CMP after the initial development in compliance with the timeframes outlined in the Community Supervision Levels and Contact Chart (Attachment F-8.1A) to reassess whether supervision or services should be continued, modified, or terminated. Modifications to the CMP will be written on the CMP and made accordingly with the goal of moving the juvenile toward successful case closure. The County CM will review the CMP quarterly and document the juvenile's progress in an Activity Note in JJMS. A new CMP will be reformulated based on a reassessment utilizing a new form within 365 calendar days of initial development.
- h. The County CM will ensure the CMP is reviewed and modified as needed when juveniles on probation/parole return to court and receive a determinate or an indeterminate sentence.
 - 1) For a juvenile receiving a determinate sentence followed by probation, the County CM will reassess the needs of the juvenile and make modifications to the current CMP as necessary. If there is no current CMP, a CMP will be developed within thirty (30) days from the time probation begins following the standard as outlined in D.3 (a-g) above.
 - 2) For a juvenile receiving a determinate sentence with no probation, the County CM will close out the current CMP upon commitment.
 - 3) For a juvenile receiving an indeterminate sentence, the County CM will close out the current CMP upon commitment. A reintegration plan will be developed as indicated in F.1a of this policy.
 - 4) For a juvenile receiving a determinate sentence with no probation or indeterminate sentence and not currently on probation/parole, the County CM will not be required to develop a CMP.
- 4. Referrals for Services

The County CM will make referrals to appropriate programs and providers for services as identified on the CMP. Referrals will follow the process as established by the County office.

5. Probation Order or Conditional Release and CMP Compliance Monitoring

The County CM will monitor the juvenile's compliance with the terms and conditions as outlined in the Probation Order or Conditional release and compliance with the referrals for services identified on the CMP. The County CM will:

- a. Comply with Earned Compliance Credit (ECC) guidelines;
- b. Monitor monetary restitution and/or community service requirements consistent with DJJ Policy F-8.3, Juvenile Restitution;
- c. Follow the process consistent with DJJ Policy F-6.0, Community Residential Program Placement Services when requesting alternative placement;
- d. Conduct case staffings with a supervisor and others as applicable; and
- e. Apply graduated responses in monitoring compliance with terms and conditions.
- 6. Earned Compliance Credit (ECC) Implementation and Monitoring

In accordance with SC Code of Laws Section §63-19-1835, Earned Compliance Credit (ECC) authorizes the Department of Juvenile Justice to grant up to a 10-day reduction in supervision length to probationers and parolees who are under DJJ supervision for each month they are compliant with the terms and conditions of their order/release agreement. DJJ shall grant ECC to all qualifying juveniles.

- a. The County CM will comply with the guidelines as outlined in Earned Compliance Credit Overview (Attachment F-8.1C) in the implementation of ECC as follows:
 - 1) Document the justification regarding compliance or noncompliance on an activity note in JJMS and calculate the adjusted release date monthly;
 - 2) Reference both the activity note and adjusted release date on the Community Probation/Parole Earned Credit form (Form F-8.1B); and
 - 3) Discuss the adjusted release date with the juvenile at least monthly.

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- b. Juveniles on cooperative supervision transferred from South Carolina to another state through ICJ are eligible for ECC; however, juveniles transferred from other states to South Carolina are not eligible for ECC.
- c. There is no release order required for juveniles released at their earliest release date or adjusted release date.
- d. The County CM will conduct case closure in accordance with DJJ Policy F-9.2, Probation/Parole Supervision Release and Case Closure.
- E. Case Staffings

Case staffings are essential to providing case management supervision and can vary depending on the purpose and need. The County Director or designated Supervisor is responsible for ensuring case staffings are conducted.

- 1. The County CM will staff juvenile cases with a supervisor to include the juvenile's case file as follows:
 - a. To assess the progress of the juvenile and determine to what extent supervision will be continued, modified or terminated in compliance with the timeframes outlined in the Community Supervision Levels and Contact Chart (Attachment F-8.1A). Quarterly case staffings are calculated from the time of case assignment and continue thereafter on at least a quarterly basis;
 - b. For juveniles in commitment status for reintegration and/or progress review in compliance with timeframes outlined in Commitment Contact Chart (Attachment F-8.1B);
 - c. When there is a change in a juvenile's status;
 - d. To determine graduated responses and appropriate level of supervision;
 - e. To determine need for probation violation/parole revocation in accordance with DJJ Policy F-9.1 Probation Violation and Parole Revocation Procedures; and
 - f. On pending court cases (new referrals and violations) within 10 business days of the scheduled court hearing.
- 2. The County CM will staff high risk, problematic and special needs cases with the DJJ community psychologist and/or the Community Services Coordinator of Special Needs Case Management on an as-needed basis.

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- 3. The County CM will participate in regular interagency staffings to monitor juvenile compliance with services and to link the juvenile with appropriate services. Intensive supervision cases will be staffed with the Community Planning and Review team (CPRT) as outlined in Community Service Supervision Levels and Contact Chart (Attachment F-8.1 A) and Commitment Contact Chart (Attachment F-8.1B).
- F. Commitment Contacts, Parole Board Reports and Reintegration Planning

Preparation for a juvenile's successful transition from commitment to the community begins at the time of commitment.

1. Commitment Contacts and Reintegration Plan

The County CM will maintain contact with the juvenile, family and DJJ facility Social Worker (SW) or alternative placement Human Service Professional (HSP) and will participate in case planning and staffings as outlined in the Commitment Contact Chart (Attachment F-8.1B).

- a. Within thirty (30) calendar days of commitment, the County CM will develop a Community Reintegration Plan (CRP), (Form F-8.1C), review the CRP with the juvenile and parent and obtain their signatures. The CRP will be developed in conjunction with the DJJ facility treatment plan or placement facility care plan and will be updated as new information becomes available. The CRP will be finalized within 90 days of the juvenile's anticipated release.
- b. The BRRC Multidisciplinary team, of which the County CM is a member, will establish when the juvenile is within 90 days of anticipated release and determine frequency of staffings. When juveniles are transferred to an alternative placement, the alternative placement staffing team, which the County CM is a member, will establish when the juvenile is within 90 days of anticipated release and determine the frequency of staffings.
- c. The County CM will request the discharge summary from the DJJ social worker if the juvenile is released from BRRC or the alternative placement HSP if the juvenile is released from placement to facilitate reintegration planning.
- 2. Determinate Sentence with No Probation: Contact and Reintegration The County CM assigned to juveniles committed on a determinate sentence with no probation will maintain contact with the juvenile and parent/guardian to facilitate re-entry into the community.

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3. Parole Board Reports

The County CM is responsible for the completion of board reports upon notification, submission to the supervisor for review and signature and forwarding to the Juvenile Parole Board or to the DJJ Release Authority as applicable on or before the requested date. The Case Manager will follow the procedures and complete the parole reports as outlined in DJJ Policy A-5.1, Juvenile Parole Release Authority Process for parole cases managed by the DJJ Release Authority. For parole cases managed by the Juvenile Parole Board, the County CM will complete the Juvenile Parole Board Exhibit P-10, DJJ Community Report.

G. Victim Notification Requirements

The County CM will review both the juvenile case file and JJMS to determine the status of victim notification and will adhere to DJJ Policy F-2.2, DJJ Victim Services regarding victim notification. All victim contacts will be documented in JJMS.

- H. Abuse/Neglect and/or Event Reporting Requirements
 - 1. Abuse and Neglect Reporting

DJJ County office staff are required by law to report an alleged or known incident of abuse or neglect regarding a juvenile who is living at home on probation or parole to the local office of the Department of Social Services (DSS) utilizing Form F-7.2H. County office staff will comply with DJJ Policy I-3.1, Alleged Abuse and Neglect of a Juvenile.

2. Event Reporting Management Information Services (ERMIS)

The County CM will report incidents, accidents, injury or other significant events that occur involving juveniles, employees, volunteers, and/or visitors occurring at and/or related to DJJ consistent with DJJ Policy I-3.2, Reporting Events using Form I-3.2A, DJJ Event Report.

I. Electronic Monitoring Utilization

The County CM will utilize electronic monitoring as a graduated response and an alternative to secure confinement consistent with DJJ Policy F-8.2, Electronic Monitoring

J. Volunteer Services Utilization within the Community

The County Director will maintain a list of approved volunteers and the County Director and County CM will comply with DJJ Policy A-5.5, Volunteer Services when utilizing

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volunteers in the community. The County CM will ensure the Parental Permission to Receive Volunteer Services (Form F-7.2C) is in the case file prior to volunteer services being provided to the juvenile.

K. Juveniles on Probation/Parole traveling to another state (Travel Permit)

There are circumstances when juveniles on probation or parole need to travel to another state. The County CM will adhere to DJJ Policy F-5.1, Interstate Compact on Juveniles (ICJ) for provision of travel permits allowing juveniles to travel out of South Carolina.

L. Juvenile relocation during supervision

Continuity of supervision is important when a juvenile on probation or parole relocates to another county within South Carolina or a juvenile relocates from state to state.

1. Juvenile relocating within South Carolina

The County CM will follow DJJ Policy F-8.4, Community Case Transfer when a juvenile on probation or parole permanently or temporarily relocates to another county within the state.

2. Juvenile relocating from state to state

The County CM will follow DJJ Policy F-5.1, Interstate Compact on Juveniles (ICJ) in coordinating supervision for juveniles on probation or parole that relocate from state to state. This applies for juveniles relocating from South Carolina to another state or from another state to South Carolina.

M. Release from Supervision

Juveniles can be released from supervision through Earned Compliance Credit (ECC), early release, completing the period of supervision and conditions as ordered by the Family Court, SC Board of Juvenile Parole or DJJ Juvenile Release Authority or upon reaching the statutory age limit.

The County CM will comply with DJJ Policy F-9.2, Probation/Parole Supervision Release and Case Closure in releasing a juvenile from supervision.

RELATED FORMS AND ATTACHMENTS:

Attachment F7.1A County Case Management File Organization Instructions Attachment F-8.1A Community Supervision Levels and Contact Chart Attachment F-8.1B Commitment Contact Chart Attachment F-8.1C Earned Compliance Credit Form A-5.1K Request for Change of Parole Status/Special Conditions (DJJ Release Authority) Form F-7.2C Parental Permission to Receive Volunteer Services

Form F-7.2F Child Assessment and Evaluation

Form F-7.2H Mandated Report of Suspected Abuse and/or Neglect

Form F-8.1A Case Management Plan

Form F-8.1B Community Probation/Parole Earned Credit Form

Form F-8.1C Community Reintegration Plan

Exhibit P-16 Request for Change of Parole Status/Special Conditions (Board of Juvenile Parole)

Form I-3.2A, DJJ Event Report

REFERENCED POLICIES:

Policy A-5.1 Juvenile Parole Release Authority Process

Policy A-4.7, Sex Offender Registry

Policy A-4.8, Sexually Violent Predator Act

Policy A-4.2, DNA Sampling of a Juvenile

- Policy A-5.5, Volunteer Services
- Policy B-5.1, Juvenile Records
- Policy B-5.3, Confidentiality and Release of Juvenile Records
- Policy F-2.2 Victim Services

Policy F-5.1, Interstate Compact on Juveniles (ICJ)

Policy F-6.0, Community Residential Program Placement Services

- Policy F-7.3, Case Resolution and Court Presentation
- Policy F-8.2, Electronic Monitoring.

Policy F-8.3 Juvenile Restitution

Policy F-8.4, Community Case Transfer

Policy F-9.1 Probation Violation and Parole Revocation Procedures

Policy F-9.2, Probation/Parole Supervision Release and Case Closure

Policy I-3.1, Alleged Abuse and Neglect of a Juvenile

Policy I-3.2, Reporting Events

SCOPE:

This policy applies to regional and county office staff members.

LOCAL PROCEDURAL GUIDE:

The County Director is required to provide a local procedural guide that has been approved by the Regional Administrator.

TRAINING REQUIREMENTS:

Regional and county office employees are required to review this policy within 30 days of its publication.

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

POLICY AND PROCEDURES

Title:Electronic MonitoringPolicy No.:F-8.2Page(s):						
Title:Electronic MonitoringPolicy No.:F-8.2Page(s):1 of 3Authority:County Offices, Division of Community Services						
Responsible Areas: County Offices						
Juvenile Justice Code: n/a						
PbS Related Standard(s): n/a						
August 04, 2016 Effective Date	<u>SIGNED/ Sylvia Murra</u>	y Sylvia Mu Director				

POLICY: The Department of Juvenile Justice (DJJ) administers the Juvenile Electronic Monitoring Program through contracts with approved vendors. Electronic Monitoring can be used for juveniles as an alternative to pre-adjudicatory secure detention by order of the Family Court or as a graduated response and alternative to secure confinement while under probation/parole supervision. Electronic Monitoring holds the juvenile accountable while allowing the juvenile to be supervised in the least restrictive environment and protects the public by monitoring the juvenile's movement and thereby restricting the opportunity to cause harm.

PROCEDURAL GUIDELINES:

A. Electronic Monitoring Eligibility Considerations

Electronic Monitoring can be considered for juveniles as an alternative to continued preadjudicatory secure detention and for juveniles supervised on probation/parole as a graduated sanction or house arrest support. The County Case Manager (CM) will consider the following when recommending Electronic Monitoring:

- 1. The safety of the community, the victim and the juvenile. Inquiry will be made as to potential contact between the juvenile and the victim.
- 2. The level of supervision and whether or not the juvenile is returning to the community from a secure or non-secure environment.
- 3. As a graduated response to enhance any level of supervision.
- 4. The juvenile's and his/her parent's/guardian's level of cooperation and ability to comply with the conditions stated in the Electronic Monitoring Agreement and Schedule (Form F-8.2A).
- 5. The juvenile's electronic monitoring history. Juveniles with prior electronic monitoring violations will be reviewed and staffed with a supervisor before being placed on an electronic monitor.

B. Participation Requirements

A juvenile placed on electronic monitoring and his/her parent/guardian must sign the Electronic Monitoring Participant Agreement and Schedule (Form F-8.2A). Compliance with the terms of the Electronic Monitoring Participant Agreement is mandatory.

C. DJJ Responsibilities:

The County Case Manager will:

- 1. Participate in and comply with the vendor's training and instructions regarding the use, installation and removal of the electronic monitoring equipment and, the process for enrolling and removing the juvenile from the vendor's central monitoring computer.
- 2. Ensure pre-adjudicatory electronic monitoring is ordered by the Family Court before installing the equipment and activating the juvenile on electronic monitoring.
- 3. Review the terms and conditions of the agreement with the juvenile and the juvenile's parent/guardian.
- 4. Install the electronic monitoring equipment and orient the juvenile and the juvenile's parent/guardian as to the use and operation of the equipment.
- 5. Monitor and follow up on the alerts from the contracted vendor to ensure the equipment is functioning properly and the juvenile is in compliance with the electronic monitoring conditions. The County CM will attempt to resolve the alerts through communication with the juvenile, equipment troubleshooting, etc.
- 6. Maintain contact with the juvenile and the juvenile's parent/guardian while he/she is being monitored.
- 7. Notify the supervisor for monitoring assistance if the County CM is away from the office two (2) or more consecutive business days and is unable to monitor alerts.
- 8. Staff with a supervisor when juveniles are on electronic monitoring in excess of 90 days.
- 9. Inactivate/close the juvenile in the respective vendor system in order to terminate the billing cycle when the juvenile is discharged from electronic monitoring supervision.

- 10. Remove the tracking equipment from the juvenile and from the juvenile's residence when the juvenile is discharged from electronic monitoring. Ensure the equipment is examined, inventoried and properly cleaned before storing the equipment in its original case.
- 11. Complete an Activity Note within 5 business days of all electronic monitoring case management activities.
- D. Violation of Electronic Monitoring
 - 1. If a monitoring alert poses a risk to the community, the County CM will notify a supervisor immediately and without delay. The County CM and supervisor will staff the matter and take appropriate actions to resolve the potential risk to the community.
 - 2. Within two (2) business days of receiving notification of all other Electronic Monitoring violations, the County CM will inform the supervisor to determine further action.
 - 3. The juvenile's failure to comply with electronic monitoring can result in the following:
 - a. Revision of the Electronic Monitoring schedule and/or zones.
 - b. Extension of Electronic Monitoring supervision.
 - c. Return to Family Court for violation of House Arrest Order, a probation violation or to the Board of Juvenile Parole or DJJ Release Authority for a revocation.

RELATED FORMS AND ATTACHMENTS:

Form F-8.2A, Electronic Monitoring Participant Agreement and Schedule

SCOPE:

This policy applies to regional and county office staff members.

LOCAL PROCEDURAL GUIDE:

The County Director is required to provide a local procedural guide that has been approved by the Regional Administrator and that is not contrary to Agency policy.

TRAINING REQUIRED:

Regional and county office employees are required to review this policy within 30 calendar days of its publication.

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

POLICY AND PROCEDURES

Title:	Juvenile Monetary Restitution and		Policy No.:	F-8.3	Page(s):	1 of 6	
	Community Service						
Authority:	ity: County Offices. Division of Community Service					·	
Juvenile Jus	Juvenile Justice Code: n/a						
PbS Related Standard(s): n/a							
	uly 08, 2015 ffective Date	<u>SIGNED/ Sylvia Murray</u> Sylvia Murray					
·		Director					
DATES UPDATED:							

POLICY: The Department of Juvenile Justice (DJJ) employs the principles of Balanced and Restorative Justice when working with juvenile offenders. The accountability goal of restitution provides juveniles with a concrete mechanism through which they can make amends to society by taking an active role in accepting full responsibility for their delinquent behavior. DJJ encourages the use of supervised community service work or monetary restitution as a special condition or sole sanction of probation or parole.

PROCEDURAL GUIDELINES:

- A. Definitions
 - 1. Restorative Justice: A response to youth crime that strikes a balance between the needs of victims, offenders and communities, with each participant actively and equally involved in the justice process.
 - 2. Restitution: The act of making good or giving equivalent for any loss, damage, or injury, and may take the form of community service, supervised work, donation to charity or monetary reparation.
 - 3. Community Service Worksite: A nonprofit organization offering a juvenile offender a variety of DJJ approved work activities.
- B. Monetary Restitution and Community Service Recommendation Criteria
 - 1. A DJJ County Case Manager (CM) can recommend restitution based on one or more of the following criteria:
 - a. Restitution must be for the offense(s) for which the juvenile is diverted or adjudicated delinquent and is a logical and attainable consequence of said offense(s);
 - b. The juvenile's safety and well-being including their physical, mental, and emotional state, as well as their financial ability. When recommending community service work, the juvenile's substance use will be considered;

- c. Available community resources to assist the juvenile in seeking employment or coordinating community service work;
- d. The safety of the individual victim and community; and/or
- e. The victim's input and requests.
- 2. When recommending monetary restitution, in addition to the criteria outlined in section 1. A-e of this policy, the County CM will consider:
 - a. The victim's documented monetary loss provided to the Solicitor's office, Family Court, or SC Board of Juvenile Parole. The CM will request a copy of this documentation for the juvenile's case file.
 - b. Statutory and case law mandate that family court judges can only order restitution as a condition of probation. A judge can, however, establish a restitution amount in commitment cases for either the Parole Board or Release Authority to consider when determining conditions of release.
 - 1) The County CM will seek to have the Family Court establish the amount of restitution and record the amount on the commitment order.
 - 2) If the victim requests monetary restitution, but the amount is neither established in the commitment order nor received through written documentation of loss from the Solicitor's Office, the County CM, upon request, can assist the staff of the SC Board of Juvenile Parole to obtain the documentation of loss.
 - c. The ability of the juvenile and/or parent to provide monetary reimbursement.
 - d. The County CM will not recommend monetary restitution as a condition of DJJ monitored diversion cases. If the Solicitor recommends monetary restitution as a sanction, DJJ will not accept monetary payments. The payment will be worked out through the Solicitor's office in compliance with DJJ Policy F-7.3, Case Resolution and Court Presentation.
- 3. When recommending community service work, in addition to the criteria outlined in section B.1. a-e of this policy, the County CM will also consider the nature of the current offense and the juvenile's prior history. The County CM will use Attachment F-8.3A, Recommended Number of Community Service Hours by Category, as a guide for the recommended number of hours.

- 4. No deviation from court ordered restitution obligations or restitution ordered as a condition of parole will be made unless approved by the respective authority.
- C. Keying Monetary Restitution and Community Service Obligations into JJMS
 - 1. Court-ordered Probation
 - a. Within two (2) business days of receipt of the court order, the County CM will ensure the court order is uploaded into JJMS.
 - b. The County CM will key into JJMS the monetary restitution and/or community service obligation requirements as established by the court order, ensuring accurate association with the juvenile, the juvenile's offense and the victim. If the victim information not previously available is now available, it will be entered at this time.
 - 2. Conditional Release by the DJJ Release Authority
 - a. The Release Authority Manager is responsible for uploading the conditional release agreement into JJMS and entering the disposition to include monetary restitution and/or community service.
 - b. The County CM will key into JJMS the monetary restitution and/or community service obligation requirements as outlined in the DJJ Release Authority conditional release agreement. The County CM will ensure accurate association with the juvenile, the juvenile's offense and the victim. If victim information not previously available is now available, it will be entered at this time.
 - 3. Conditional Release by the SC Board of Juvenile Parole
 - a. The SC Board of Juvenile Parole staff is responsible for uploading the conditional release into JJMS and entering the disposition to include monetary restitution and/or community service.
 - b. The SC Board of Juvenile Parole staff is responsible for entering into JJMS the monetary restitution and/or community service obligation requirements as established by the SC Juvenile Parole Board conditional release agreement.
- D. Monetary Restitution, Payment Procedures and Monitoring
 - 1. The County CM will review court ordered/conditional release monetary restitution requirements and method of collection with the juvenile and

parent(s)/guardian(s) during the initial appointment. The payment schedule and plan will be established using the Monetary Restitution Payment Agreement, Form F-8.3A.

- 2. The County CM will share available job opportunities with the juvenile. The County CM can require the juvenile to keep a list of persons/ businesses contacted concerning employment.
- 3. DJJ will collect and disburse monetary restitution payments at a central location as follows:
 - a. County office staff are prohibited from accepting cash payments. Payments will be accepted only in the form of a money order or certified check made payable to DJJ Finance Division/Victims.
 - b. Fiscal Affairs keys the monetary payment amount received into JJMS and disburses payment to victim(s).
 - c. The County CM will notify Fiscal Affairs of any changes in victim contact information. Fiscal Affairs will key victim updates (i.e., address changes) into JJMS.
- 4. The County CM will monitor the juvenile's compliance with monetary restitution requirements by verifying payments credited on the JJMS Obligation screen.
- 5. A juvenile required by a court order to make a monetary donation to a charitable organization will provide verification through a written receipt to the County CM and a copy maintained in the juvenile's case file.
- E. Community Service, Worksite Selection and Monitoring
 - 1. Community Service hours will be performed at a nonprofit work site. The County Director is responsible for the identification, recruitment and qualification of community service worksites using Community Service Worksite Information Form F-8.3E.
 - 2. Each county office will maintain a listing of approved worksites for juvenile assignment.
 - 3. The County CM, with supervisor approval, can recommend community service hours as a graduated response to a juvenile's noncompliance with probation/parole. The assigned number of community service hours will not be keyed into JJMS.

- 4. The County CM, the juvenile, and the juvenile's parent(s)/guardian(s) will:
 - a. Discuss available community service worksites and outline potential concerns;
 - b. Complete and sign the Community Service Obligation Agreement (Form F-8.3B) required as a condition of probation/parole during the initial appointment, diversion contract or graduated sanction; and,
 - c. Decide upon a worksite. The County CM will coordinate the referral, however the worksite supervisor has final approval.
- 5. The worksite supervisor will maintain written verification of hours completed and document and evaluate the juvenile's job performance using the Community Service Timesheet and Performance Evaluation (Form F-8.3C).
- 6. The County CM will monitor the juvenile's progress, maintain written verification of hours completed and key completed hours into JJMS upon receipt of the Community Service Timesheet and Performance Evaluation.
- 7. Juveniles requesting to complete community service at an alternative worksite not currently used by DJJ will complete a Community Service Juvenile Alternative Worksite Request Form, F-8.3D.
 - a. The Community Service Juvenile Alternative Worksite Request Form, F 8.3D along with the Community Service Worksite Information Form, F 8.3E must be completed by the proposed worksite supervisor, submitted to the case manager and approved before the juvenile can begin work.
 - b. The same requirements as stated in sections E. 5 and 6 of this policy will be followed.
- 8. The County CM will report an incident, accident, injury or other significant event involving a juvenile while performing community service consistent with DJJ Policy I-3.2, Reporting Events using Form I-3.2A, DJJ Event Report.
- 9. DJJ will provide insurance for juveniles placed at worksites only after the worksite and parent insurance is found to be unavailable.
- 10. Juveniles ordered monetary restitution and community service who perform community service to earn money to pay monetary restitution, such as under the Earn & Return program, cannot be credited for community service hours ordered by the Family Court, Board of Juvenile Parole, or the DJJ Release Authority.

Juveniles on a contract or in Juvenile Arbitration are not eligible to participate in the Earn and Return program.

F. Completion of Monetary Restitution/Community Service Hours

Upon the successful completion of the restitution obligation, the juvenile's case can be reviewed for case closure, in compliance with DJJ Policy F-9.2, Termination of Probation/Parole Supervision and Case Closure.

RELATED FORMS AND ATTACHMENTS:

Attachment F-8.3A, Recommended Number of Community Service Hours by Category

Form F-8.3A, Monetary Restitution Payment Agreement

Form F-8.3B, Community Service Obligation Agreement

Form F-8.3C, Community Service Timesheet and Performance Evaluation

Form F-8.3D, Community Service Juvenile Alternative Worksite Request

Form F-8.3E Community Service Worksite Information

REFERENCED POLICIES:

F-7.3, Case Resolution and Court Presentation

I-3.2, Reporting Events

F-9.2, Termination of Probation/Parole Supervision and Case Closure

SCOPE:

This policy applies to regional and county office staff members, and Release Authority staff.

LOCAL PROCEDURAL GUIDE:

A local procedure guide approved by the Regional Administrator is required for counties that deviate from these procedures.

TRAINING REQUIREMENT:

Regional and county office staff members, and Release Authority staff are required to review this policy within 30 days of its distribution.

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

POLICY AND PROCEDURES

Title: Probation Violation and Pa	obation Violation and Parole Revocation Procedures Policy No.: F- 8.5 Page(s): 1 of 5						
Authority: County Offices, Division of Community Services							
Responsible Areas: County Offices, Juvenile Parole Board, and DJJ Release Authority							
Juvenile Justice Code: n/a							
PbS Related Standard(s): n/a							
October 04, 2016 SIGNED/ Sylvia Murray Effective Date Sylvia Murray Director Director							

POLICY: The Department of Juvenile Justice (DJJ) County Case Manager (CM) will notify proper authorities and take appropriate action when a juvenile being supervised on probation or parole (conditional release) receives a new charge or fails to comply with the terms or conditions of probation or parole.

PROCEDURAL GUIDELINES:

- A. Law Violation
 - 1. When a juvenile being supervised on probation or parole receives a new juvenile or adult criminal charge, the County CM will inform the supervisor.
 - 2. The new juvenile charges will be processed as a new referral following the Agency's intake procedures.
- B. Technical Violations

When a juvenile being supervised on probation or parole fails to comply with the conditions of probation or parole, the County CM will:

- 1. Inform the supervisor immediately and without delay when:
 - a. The safety of the victim(s), community, and/ or juvenile is impacted.
 - b. The order requires violation notification to the Court.
- 2. Evaluate the facts regarding the noncompliance and implement appropriate responses and interventions to address the noncompliant behavior.
- 3. Document the noncompliance and any sanctions and/or interventions used to promote positive behavior and compliance.
- 4. Inform the supervisor of the juvenile's failure to comply with the implementation of graduated responses and interventions.

Title: Probation Violation and	Authority:	Community Services	DJJ Policy	F- 8.5	Page: 2 of 5
Parole Revocation		County Offices	No.:		-
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- C. Procedures for Determining a Probation Violation or Parole Revocation Recommendation
 - 1. The County CM and supervisor will staff technical violations and law violations to determine whether or not to recommend a violation of the probation order or revocation of parole. At the discretion of the supervisor, the County CM can initiate the Violation Report generated in JJMS to prepare for the staffing. The County CM and supervisor will:
 - a. Review the conditions and terms of the current probation order or conditional release;
 - b. Review the violation and its relationship to the adjudicated offense.
 - c. Consider the seriousness of the alleged violation;
 - d. Consider the frequency of the violation;
 - e. Consider the duration of the violation;
 - f. Consider the individual victim and safety of the community;
 - g. Ensure appropriate community resources/interventions and graduated responses (to include a higher level of supervision) were tried and found to be unsuccessful;
 - h. Consult with a Community Psychologist/Community Social worker and/or Community Special Needs Coordinator regarding juveniles with special needs as defined and in compliance with DJJ Policy C-2.0, Scope of Clinical Services;
 - i. Decide if a community multiagency case staffing is needed;
 - j. Review the JJMS generated Violation Report if a Report is required by the supervisor; and
 - k. Staff with the Regional Administrator as needed.
 - 2. If a probation violation/parole revocation is not recommended, the assigned County CM will implement the case staffing recommendations.
 - 3. If a probation violation is recommended, the County CM will complete the following within three (3) business days of the case staffing:
 - a. Finalize the Violation Report generated in JJMS and include the staffing recommendations if the supervisor requires a Report for a probation violation.
 - b. Request a Rule to Show Cause for juveniles on probation consistent with the procedures established by the Family Court and/or Solicitor's Office in that county.
 - c. Enter the violation referral in JJMS.

Title: Probation Violation and	Authority:	Community Services	DJJ Policy	F- 8.5	Page: 3 of 5
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- 4. If a parole revocation is recommended, the County CM will complete the following within three (3) business days of the case staffing:
 - a. Initiate the Violation Report generated in JJMS, which is required for a parole revocation, if not previously completed at the time of the staffing. Finalize the Violation Report and include the staffing recommendations.
 - b. Follow the revocation process for juveniles on parole in accordance with the procedures established by the S.C. Board of Juvenile Parole/DJJ Release Authority (DJJ Policy A-5.1 Juvenile Parole Release Authority Process).
 - c. Enter the violation referral in JJMS.
- 5. The County CM will inform the juvenile and the parent/guardian of the probation violation referral or request for parole revocation and update the juvenile and family information in JJMS as needed.
- D. Requesting a Pick-up Order/Parole Violation Arrest Warrant
 - 1. The County CM can request a pick-up order/warrant based on the following criteria:
 - a. Protection of the juvenile from self-harm;
 - b. Protection of the individual victim and community from potential harm by the juvenile;
 - c. The juvenile is missing/whereabouts unknown, or has run away; and/or
 - d. The juvenile is believed to be a flight risk.
 - 2. The County CM will receive approval from a supervisor before submitting a request for a pick-up order/warrant.
 - 3. Pick-up Orders for Juveniles on Probation
 - a. If a pick-up order is necessary for juveniles on probation, the request for a Rule to Show Cause will be made to the Solicitor. Upon receipt of the Rule to Show Cause, a request for a Family Court pick-up order will be made.
 - b. When the juvenile is detained on the Pick-up Order, the County CM will notify the Solicitor's office and prepare the case file for Court.

- 4. Parole Violation Arrest Warrants
 - a. For juveniles on parole, a Parole Violation Arrest Warrant (Form 8.5A) will be completed along with a Request for Preliminary Hearing (Exhibit R.1- Juvenile Parole Board) or Request for Parole Revocation Hearing (Form A-5.1M- DJJ Release Authority).
 - b. The County Director can issue or can authorize the issuance of a Parole Violation Arrest Warrant.
 - c. In the event of a crisis situation and after exhaustive attempts to contact the County Director and Regional Administrator, the Supervisor or County CM can issue a Parole Violation Arrest Warrant based on the criteria as outlined in section D. 1. of this policy.
 - 1) When a Parole Violation Arrest Warrant is issued without receiving prior verbal approval, the supervisor or County CM shall follow-up with the County Director or Regional Administrator the following business day.
 - 2) The County CM will complete an Activity Note in JJMS regarding the circumstances requiring the issuance of the Parole Violation Arrest Warrant without receipt of prior approval.
 - d. The Parole Board Hearing Officer/DJJ Release Authority Manager will be notified prior to the issuance of a warrant or no later than the next business day after a warrant has been issued.
 - e. When the juvenile is detained on the warrant, a copy of the Parole Violation Arrest Warrant, the Request for Preliminary Hearing /Request for a Parole Revocation Hearing, and JJMS generated Violation report will be forwarded to the respective SC Board of Juvenile Parole/DJJ Release Authority before the end of the business day. The preliminary hearing and revocation process will be handled based on the procedures established by the Board of Juvenile Parole or by DJJ Policy A-5.1 Juvenile Parole Release Authority Process.
- E. Victim Notification
 - 1. The County CM will comply with DJJ Policy F-2.2, Victim Services in notifying designated victims regarding violations.
 - a. If the juvenile is on probation and the victim previously requested notification, the County CM will complete the Probation Violation Notification in JJMS and mail the notification to the victim.

- b. If the juvenile is on parole, victims will be notified by the S.C. Board of Juvenile Parole/DJJ Release Authority.
- F. Interstate Compact

The County CM will comply with DJJ Policy F-5.1, Interstate Compact regarding juveniles out of compliance with the conditions of supervision.

G. Within 5 business days of all activities, the County CM will complete an Activity Note in JJMS.

RELATED FORMS AND ATTACHMENTS:

Form F-8.5A, Parole Violation Arrest Warrant Exhibit R.1- Request for Preliminary Hearing Form A-5.1M, Request for Parole Revocation Hearing

REFERENCED POLICIES:

C-2.0, Scope of Clinical Services A-5.1, Juvenile Parole Release Authority Process F-2.2, Victim Services F-5.1, Interstate Compact

SCOPE:

This policy applies to regional and county office staff members.

LOCAL PROCEDURAL GUIDE:

The County Director is required to provide a local procedural guide that has been approved by the Regional Administrator and that is not contrary to Agency policy.

TRAINING REQUIREMENT:

Regional and County Office employees are required to review this policy within 30 calendar days of its publication.

STATE OF SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE

POLICY AND PROCEDURES

Title: T	ermination of Probation/Pa	role Supervision and Case	Policy No.:	F-9.2	Page(s):	1 of 4
C	losure					
Authority: County Offices, Division of Community Services						
Responsib	le Areas: County Office	S				
Juvenile Justice Code: n/a						
PbS Related Standard(s): n/a						
February 06, 2017 SIGNED/ Freddie B. Pough Effective Date Freddie B. Pough Acting Director						

POLICY: Juveniles under probation or parole supervision with the Department of Juvenile Justice (DJJ) will be terminated from supervision upon completion of the stipulations ordered by the Family Court, the Interstate Compact for Juveniles (ICJ), South Carolina Board of Juvenile Parole or DJJ Juvenile Release Authority, at the earliest termination date allowed by court order and including any credits, such as Earned Compliance Credit (ECC) or upon reaching the statutory age limit. The Case Manager (CM) will notify the juvenile and parent when supervision is terminated and submit the case file for closure.

DEFINITIONS:

Case Management Plan (CMP): A plan developed by a county case manager in consultation with the juvenile and family that serves as a guide for accessing appropriate services for the juvenile and family.

Conditional Release: A S. C. Juvenile Parole Board/DJJ Release Authority action allowing a committed juvenile to return to the community on aftercare status under supervision/authority of the Board/ Release Authority and subject to the general/specific rules established by the Board/Release Authority. (Also referred to as Parole guidelines)

South Carolina Board of Juvenile Parole: The entity with the responsibility of determining when and under what conditions juveniles that are committed to DJJ for felony offenses will be released.

South Carolina Department of Juvenile Justice Release Authority: The entity within DJJ with the responsibility of determining when and under what conditions juveniles committed to DJJ for non-felony offenses will be released.

Earned Compliance Credit (ECC): A state law (S.C. Code §63-19-1835) authorizing DJJ to grant up to a 10 day reduction (credit) in supervision length to probationers and parolees who are under DJJ supervision, for each month they are compliant with the terms and conditions of their probation order/conditional release.

PROCEDURAL GUIDELINES:

A. Early Termination of Supervision Guidelines

Successful completion of the court-ordered terms of supervision or terms of conditional release will be the primary basis for requesting early termination of supervision.

- 1. The Case Manager (CM) may recommend termination when:
 - a. The juvenile has successfully completed all court-ordered terms of probation or terms of conditional release, to include monetary restitution;
 - b. The juvenile has successfully completed the goals and objectives of his/her Case Management Plan (CMP); and
 - c. The juvenile's qualifications for early termination have been verified.
- 2. The CM will staff the case with a supervisor and receive approval prior to submitting a request for early termination.
- 3. Upon receiving approval from the supervisor, the CM will follow local county procedures as established by the Family Court and /or Solicitor's Office when requesting early termination for juveniles on probation.

A Termination of Probation (DJJ form F-9-2A) may be used when submitting the request.

- 4. Upon receiving approval from the supervisor, the CM will prepare and submit the Request for Change of Parole Status/Special Conditions (Parole Board Exhibit P-16) for juveniles on parole through the Board of Juvenile Parole.
- 5. Upon receiving approval from the supervisor, the CM will prepare and submit to the DJJ Release Authority the Request for Change of Parole Status/Special Conditions (DJJ Form A-5.1K) for juveniles on parole through the DJJ Release Authority.
- 6. The CM will continue to monitor the case until termination is approved by the appropriate authority.
- B. Termination of Supervision through Earned Compliance Credit (ECC)

The juvenile's probation or parole supervision will be terminated at their earliest release date or adjusted release date in compliance with SC Code of Laws §63-19-1835, Earned

Compliance Credit (ECC) and consistent with DJJ Policy F-8.1 Community Based Supervision.

C. Termination of Supervision upon Completion of the Period of Supervision

The juvenile's probation/parole supervision will be terminated when the juvenile completes the period of supervision and conditions as ordered by the South Carolina Family Court, South Carolina Board of Juvenile Parole, or DJJ Juvenile Release Authority (Policy A-5.1).

D. Termination of Supervision upon Reaching the Statutory Age Limit

The juvenile's supervision will be terminated when he/she reaches the statutory age limit pursuant to the South Carolina Children's Code (§63-3-510).

- 1. Probation supervision must be terminated for juveniles upon reaching 18 years of age.
- 2. Parole supervision must be terminated for juveniles upon reaching 21 years of age.
- E. Termination of Interstate Compact Supervision

The CM will comply with Policy F-5.1, Interstate Compact, when seeking the juvenile's termination of probation or parole supervision.

- F. Termination Notification
 - 1. The CM will notify the juvenile and his/her parents/guardians, when the juvenile is terminated from supervision.

The CM will, upon request, provide a copy of the Expungement of Records Fact Sheet (Attachment F-7.2A).

- 2. When a victim notification request is active, the CM will notify the victim when the juvenile is terminated from supervision in compliance with Policy F-2.2, Victim Services.
- 3. The CM will notify service providers involved with the juvenile when the juvenile is terminated from supervision.
- G. Case Closure
 - 1. No later than five (5) business days from the date the juvenile is terminated from supervision, the CM will review JJMS and close out all applicable information in

Title: Termination of	Authority:	Community Services	DJJ Policy	F-9.2	Page: 4 of 4
Probation/Parole Supervision		County Offices	No.:		
and Case Closure					

JJMS to include unresolved offenses, obligations, location information in JJMS to include unresolved offenses, obligations, location information, and dispositional orders, remove the juvenile from their caseload and submit all closed case files to the respective supervisor.

- 2. The Supervisor will review the case file for closure and ensure all pending matters are resolved before the case is filed as inactive.
- 3. Upon completion of the review, the closed case file will be maintained as an inactive file in a secure location consistent with DJJ Policy B-5.1, Juvenile Records and the county office standard operating procedures.
- H. Documentation

Within five (5) business days of each activity, the CM will complete an Activity Note in JJMS.

RELATED FORMS AND ATTACHMENTS:

Form F-9.2A, Termination of Probation Attachment F-7.2A, Expungement of Records Form A-5.1K, Request for Change of Parole Status/Special Conditions (Release Authority) Exhibit P-16, Request for Change of Parole Status/Special Conditions (Parole Board)

REFERENCED POLICIES:

F-2.2, Victim Services

- F-5.1, Interstate Compact
- A-5.1, Juvenile Parole Release Authority Process
- F-8.1 Community Based Supervision
- B-5.1, Juvenile Records

SCOPE:

This policy applies to the regional and county office staff.

STANDARD OPERATING PROCEDURES:

Required in county offices where the process deviates from this policy in due to local judicial proceedings. In these cases, the County Director will maintain a standard operating procedure specifying their process for terminating probation/parole supervision and case closure.

TRAINING REQUIREMENT:

Regional, County Office, and DJJ Release Authority employees are required to review this policy within 30 calendar days of its publication.

ATTACHMENT 2

Greenville County DJJ Training Program "You are an important piece of the puzzle"

Objective of the Unit

 To provide case managers with the information necessary to manage a probation caseload.

Unit Topics

• Identifying Orders • Reading Orders • Reviewing a Form V Reviewing Evals • Updating the CAE Making & Monitoring Referrals DNA Scheduling Case Management Plans

- Monitoring
- Earned Compliance Credit
- Alternative
 Placement
- Graduated Sanctions
- Violations
- MTCM Review
- Case Closure

Unit III

Orders

Different types of Orders
Probation
Straight Probation (Attachment 3.1)
Probation with alternative placement (Attachment 3.2)

Different types of Orders (cont.)
Commitment / Probation
Commitment sooner to be released to placement & probation (Attachment 3.3)
Commitment followed by probation (Attachment 3.4)

Different types of Orders (cont.)
Commitment
Determinate (Attachment 3.5)
Indeterminate (Attachment 3.6)

Different types of Orders (cont.) Miscellaneous • Order for Transfer (Attachment 3.7) • Release of Probation (Attachment 3.8) Pick Up Order (Attachment 3.9) Restitution Conditional Discharge • Drug Court

Unit III

Form V

Unit III: Form V

Reviewing a Form V
See Attachment from Unit I
Top banner indicates JJMS number, juvenile's name, & date of Form V.
Top section includes demographic, home, & school information.

Unit III: Form V

Reviewing a Form V (cont.) Contacts section indicates key family members. DJJ Personnel section indicates staff involved with case. Juvenile's Traits section includes information about DNA & sex offender registries.

Unit III: Form V

Reviewing a Form V (cont.) Legal History • It is in reverse chronological order. • It includes referrals, decisions, dispositions, & orders. • It is a snapshot highlighting critical information about a case. It is filed on the top of section 1. • There should be only 1 copy in file.



Evaluations

Unit III: Evaluations

Reviewing an evaluation • Two basic types Secure - Upstate Evaluation Center Local – Community Psychologist (Larry) Hunnicut) Other variants Psychosexual Pre-adjudicatory Competency

Unit III: Evaluations

Reviewing an evaluation (cont.)
Attachment 3.10
<u>NOTICE</u>

"This report is confidential..."

FAMILY FUNCTIONING

Background information about the juvenile & family

Unit III: Evaluations

Reviewing an evaluation (cont.)
ADOLESCENT FUNCTIONING

Juvenile's history of needs & treatment
IQ scores can be found in Cognitive Functioning

ADJUSTMENT TO EVAL. CENTER

Secure evaluations only

Unit III: Evaluations

Reviewing an evaluation (cont.)
<u>SUMMARY</u>

A concise synopsis of the entire report

<u>STRENGTHS & DSM-IV DIAGNOSES</u>

Identified strengths can guide treatment
Diagnoses are valuable information for staffing, treatment, & billing purposes

Unit III: Evaluations

Reviewing an evaluation (cont.)
 NEEDS AND RECOMMENDATIONS

- Provides the evaluator's recommendations for disposition
- Indicates appropriate services needed to meet the juvenile's needs
- Guides the CM's court recommendation but can be amended by staffing
- Should be used to assist with CMP development

Unit III

Child Assessment & Evaluation (CAE)

Unit III: CAE

CAE Requirements
 Required update every 6 months and documented on CAE and in Activity Note

 Update as needed and document in Activity Note

Reformulate every 2 years
Update JJMS when updating CAE and print a new Form V

Unit III

Referrals

Making referrals
Juveniles should be referred to services that address their needs
There is a resource drawer with updated referral forms
Case Managers are encouraged to develop resources to meet needs.

Making referrals (cont.)
Referrals can be made by
Phone
Fax
E-mail
Website
Mail

*Some referrals require a medical necessity and prior approval

Making referrals (cont.)
Referrals can be made:

When ordered by Family Court
As a graduated sanction
To address an identified need

Making referrals (cont.)
Services requiring Diagnostic Assessments & Dept. approval
Intensive Family Services
Wraparound Services – Behavior modification

Monitoring Referrals

- Referrals must be monitored monthly
- Monitoring can be done by
 - Phone calls
 - E-mails
 - Face-to-face contact with community partners
- Document monitoring contacts in Activity Notes.



DNA

Unit III: DNA

DNA scheduling
SC law requires juveniles adjudicated delinquent of qualified offenses to submit a DNA sample to SLED
Samples are collected in our office by trained staff members

Unit III: DNA

DNA scheduling (cont.)
 Juveniles needing to provide a sample will be flagged in the JJMS alerts section

 The Case Manager will complete a DNA letter & mail it to the juvenile and parent (Attachment 3.11)

Unit III: DNA

DNA scheduling (cont.)
On the day of the DNA sampling
Review with the juvenile & his guardian the Notice of Requirement, Form A-4.2A, & ask them to sign it (Attachment 3.12)

Unit III

Case Management Plan (CMP)

Formulating a CMP

- Case Manager needs to develop a juvenile's CMP within 30 days of case assignment. (Attachment 3.14)
- It is a plan tailored to meet the needs of the juvenile & his family.
- It is the "backbone" of Medicaid Targeted Case Management (MTCM).
- Dates of formulation & Case Manager's signature should match.

Formulating a CMP (cont.)
Diagnosis code is usually found in the evaluation but can also be a product of records from the Dept. of Mental Health, private doctors or therapists, & other sources.

Formulating a CMP (cont.) Strengths may be determined from Evaluation Child Assessment & Evaluation (CAE) Case Manager's observations Other sources Case Manager should try to facilitate strength-based ways to meet a juvenile's needs.

Formulating a CMP (cont.) Needs may be determined from • Court Order Evaluation Child Assessment & Evaluation (CAE) Record with DJJ School records Other sources

Formulating a CMP (cont.)

- Services are referrals, apology letters, community service, etc
- Projected Completion Date should include only month & year.
- Completion dates should be realistic and not all the same
- Case Manager, juvenile, & guardian all need to sign & receive copies of CMP.

Updating a CMP
Review within 180 days of its formulation
Reformulate within 365 days
Update as needed and document on the CMP and Activity Note

Example

John Smith was placed on probation on 4/15/2014 for one year. He has a history of violent outbursts and property destruction. He was ordered to cooperate with DMH and complete 10 hours of community service.

Example

Needs of the Juvenile and Family: John needs to learn to control his anger in a healthy manner and gain skills to make better decisions in the future.

John needs to experience the benefit of making a positive contribution to his community.

Example

Services and Actions to Meet the Needs, Frequency and Responsible Authority:

Cooperate with a referral to the Department of Mental Health and attend counseling sessions as requested. DMH will monitor compliance.

Complete 10 hours of community service at a location approved by CM. CM will monitor compliance.

Unit III

Monitoring

Levels of Supervision
Standard
Moderate
Intensive *
Attachment 3.15

*Intensive Supervision is done primarily by ISOs and will not be covered in this lesson

Standard Supervision

- Contact within 5 work days juvenile & parent
- Face to face within 15 work days juvenile & parent
- Monthly face to face with juvenile
- Monthly contact with parent
- Quarterly home visits
- Quarterly face to face if juvenile is placed

Standard Supervision continued
Electronic monitoring – as needed
Educational Services – monthly contact
Service Providers – monthly contact
Employment Contact – monthly review of paycheck stubs
Staff quarterly with Supervisor

Moderate Supervision
2 face to face contacts per month
1 must be in the home
Educational Services – every other week
Staff monthly with supervisor

Unit III

Earned Compliance Credit

 Allows juveniles to earn time off of their probation/parole for good behavior.

- Earn 10 days of credit for each month of probation
- Must have more than 3 months to earn credit
- Credit cannot be taken away once it is earned

What keeps juveniles from earning credit?
A new referral
Positive drug screen
Violating EM/VM schedule
OSS or expulsion
Being placed in detention

What keeps juveniles from earning credit? (continued)
Refusing to comply with conditions of probation
Receiving notice of being at risk for placement dismissal
Unsuccessful discharge from placement

Tracking ECC • ECC Spreadsheet (Attachment 3.16) Supervisor requests spreadsheet from **Errol Campbell** Contains sheets for definite and indefinite probation and parole Completed monthly for every probation/parole case

Tracking ECC (continued)
All cases: Enter JJMS, name, and start date

 Definite probation/parole: Use date calculator to determine the length in days

 Indefinite probation: Enter the juvenile's date of birth

Unit III: ECC

Tracking ECC (continued) • The spreadsheet automatically calculates dates Complete an ECC form for every case and file on side 3 (Attachment 3.17) Assess the file for ECC compliance monthly on the date indicated Document in an Activity Note

Unit III: ECC

Will John receive ECC credit?
John receives 5 days of ISS
John was not ordered to have drug screens but he tests positive for marijuana

 A probation violation is filed based on an affidavit by John's mother

Unit III

Alternative Placement

 Juveniles can be placed from the community or institution Placement is USUALLY court ordered STAP may be used as a graduated sanction Community: CM submits multi-agency. placement referral packet to Lori Ross (Attachment 2.20) Institution: CM sends commitment packet to UEC

Types of Placement
Therapeutic Foster Care
Group Home
Wilderness Camp
Marine Institute
Residential Treatment Facility

Monitoring Placement Monthly contact with placement Quarterly visits to placement Monthly contact with parent/guardians Monthly contact with education and service providers ECC is earned unless juvenile is in danger of unsuccessful discharge

Length of Placement
Determined by Matrix (Attachment 3.18)
Based on category of most serious offense and risk score

Unit III

Graduated Sanctions

Unit III: Graduated Sanctions

It is the mission of the South Carolina Department of Juvenile Justice (DJJ) to protect the public and reclaim juveniles through prevention, community services, education, and rehabilitative services in the least restrictive environment.

Jnit III: Graduated Sanctions

The Greenville County Probation Department works with youth to hold them accountable for their past and current behaviors while helping them access the resources necessary to make better decisions in the future.

Graduated Sanctions

Overview

- An accountability-based series of sanctions that includes incentives, treatment and services.
- Purpose
 - Keep the juvenile from having to appear in court and to hold the juvenile accountable for his or her actions.

• Staffing

- Staff the current issues with your Supervisor to determine if a Graduated Sanction is appropriate or if a probation violation is needed
 - Community Psychologist, Solicitor, or in the Multi Agency Staffing.

Graduated Sanctions

 Options • Be Creative – Think outside the box Tutor other juveniles Design and send cards to troops Strict Curfew Book report / Paper Community Service Behavior Contract Electronic Monitoring/Voice Monitoring Administrative Hearing STAP

Unit III

Probation Violations

Types of Violations:
Law Violation – Juvenile receives a new charge (adult or juvenile)
Technical Violation – A violation of the conditions of probation

 All violations must be staffed • Staffing will: Review the conditions of probation Review the violation Consider the seriousness of the offense and violation Ensure graduated sanctions have been implemented Determine whether violation will be filed

Violation How-To

- Complete Violation Report in JJMS
- Complete a PV Complaint Form (Attachment 3.19)
- Scan and email to Solicitor: PV Complaint form, probation order, supporting documentation (school records, restitution report, etc.)
- Enter violation as new charge in JJMS

- Violation How-To
 - Have juvenile and parent served for court
 - Staff case in multi-agency staffing (if final recommendation has not been staffed with supervisor)
 - Complete court summary
 - Present case in court (See Intake Court Procedures)

Unit III

MTCM Review

Unit III: MTCM Review

• Within 30 days of receiving case: Assess file – billable • Formulate CMP – billable Complete home visit – not billable ALL THREE ACTIVITIES MUST BE **DONE TO BEGIN BILLING!**

Unit III: MTCM Review

 Billable Activities Formulating CMP Reformulating CMP • Therapeutic Contacts – Must be on CMP! Non-Billable Activities Required contacts – monthly office visit, quarterly home visit ECC Review Any activity when 30-day activities have not been completed



Case Closure

Unit III: Case Closure

Probation ends by:
Earned Compliance Credit reached
Probation Order expires
Early release requested
Staff with supervisor for early release
Submit Early Release Order to original Judge (Attachment 3.8)

Unit III: Case Closure

 Close Case Management Plan Close Probation in JJMS Add disposition of "Probation Requirement Ended" to Probation order Remove juvenile from caseload Mail letter to parents notifying them of closure Submit file to Supervisor for review

The End!

• Tips:

- Probation is NOT black and white
- Staff with your Supervisor
- Document EVERYTHING in an Activity Note

 When in doubt, STAFF WITH YOUR SUPERVISOR!

QUESTIONS???

CASE MANAGERS EXPECTATIONS

All activities are to be documented in JJMS and in the file within five business days

- 1. Community visits
 - Home to include weekends and evenings
 - School meet with client, review records to include attendance and discipline
 - Employment verification (if applicable)
 - Placement visits to include maintaining contact with Human Service Professionals
 - Parent/legal guardian contact
- 2. Case supervision
 - Supervise juv on probation, parole, committed, and diversion contracts following contact chart (Intensive, Mod, Standard, Contract)
 - Collect restitution
 - Maintain contact with victims
 - Ensures community service is completed to include securing sites
 - Provides assistance to agencies who run groups in the county office after hours or on weekends
 - Monitor juv on house arrest/curfew to include electronic monitoring
 - Responsible for submitting probation violations
 - Responsible for transporting juv to and from placement and at times, appointments such as mental health, alcohol and drug, etc
 - Apply ECC as applicable
 - Medicaid services CMP
- 3. Attend court proceedings
 - Detention
 - Adjudication
 - Dispositional
 - Review hearings
 - DSS hearings (when applicable)
- 4. Facility visits
 - Juvenile detention centers
 - Evaluation centers
 - Adult jails
 - Broad River Road Campus

- 5. On call 24/7, 365 days a year this includes conducting detention screenings on all juv who are being detained. In some instances, visits to the detention center is necessary
- 6. Meetings
 - IEP
 - Interagency Staffings
 - i. DMH
 - ii. DSS
 - iii. School
 - iv. COC
 - v. AOD
 - Internal staffings
 - i. Court prep
 - ii. Special Needs
 - Staff meetings

ATTACHMENT 3



Office of Staff Development & Training

TRAINING LESSON PLAN

Title: Case Documentation		Credit Hours:	
Type of Training: <u>Basic</u> ⊠	In-Service	<u>Orientation</u>	<u>Other</u>
Prepared by: Kristin Collins		Date Prepared: Click h	ere to enter a date.
Approved By: (Office of Staff Develo	opment & Training)		
Printed Name	Signat	ure	Date

Training Goal/Purpose:

Performance Objectives:

- 1. Describe the purpose and essential components of case documentation
- 2. Describe the standard for creation, maintenance and closure of a case file
- 3. Describe issues of confidentiality
- 4. To explain the quality assurance perspective of reviewing case files
- 5. To demonstrate an ability to write concise and accurate case notes

Evaluation Procedure:	Research Resources:
 Participant Reaction Performance Test Written Test 	

Aids, Supplies, and Equipment Needed:

- Overhead Projector
- □ Flip Chart Stand/Paper
- LCD Projector
- □ Markers/Tape

- □ Attendance Rosters
- Name Tents
- Evaluation Forms
- □ Handouts
- □ Other:

KEY POINTS/ TRAINING AIDS	LESSON FORMAT	
	A File is created (policy F7.1 referenced)	
	County Offices receive referrals from Law Enforcement, local school districts, other governmental agencies/departments, private citizens, victims and a juvenile's parent or guardian. The referral must contain identifying information including the juvenile's name, address, date of birth, sex, race, telephone number, alleged offense, victim information as well as other information. An actual file must be made using the Filing Instructions and utilizing appropriate labeling (need policy #).	
	This case must then be assigned to a staff member. It is at this point that you are responsible for everything that is in this file. But – you must remember that this is not "your" file. This file and the information contained in it belong to the State of South Carolina. You are a case manager and your responsibility is to manage that case.	
	All information received must be entered into JJMS with in two work days of receipt. A ten day waiting period will be observed prior to making a recommendation to the Solicitor allowing for victim input but the recommendation will be submitted to the Solicitor within 15 days of receipt of the referral. The referral process may vary county to county however the time frame for each action remains the same.	
	Each step - obtaining the referral, reviewing the information, deciding there is enough information to continue, creating an actual file, making a recommendation to the Solicitor, contacting victims, obtaining records – needs an Activity Note. This is about giving yourself credit for the work you've done.	

1

KEY POINTS/ TRAINING AIDS	LESSON FORMAT	
	The Purpose of Record Keeping and Case Documentation	
	The file itself is a legal document. There will be times when you as the case manager are not present to explain or defend what is or is not in the file. This file should read as a book reads but we must remember it is not a fictional novel and it is not a mystery. The reader of the notes should not be left in suspense or scratching their head with questions. We must expect the unexpected as happened in one county where the case manager went into premature labor and then was on extended leave.	
	We all know that CYA stands for Cover Your Agency. No note means nothing happened.	
	Activity Notes are your protection. Activity Notes give you credit for every single thing you do. And there is a lot you do that should be note But we aren't just talking about the absence of notes we are also talking about incomplete notes.	
	Activity Notes are the windows into why decisions were made – what did the kid do? What was the case manager's response? This is where you give evidence of why decisions were made. And it is equally important note that the decision made was carried out. Ex: an AN can state that records were requested, records can be in the file, but make sure there a note that states the records were received and reviewed – and again, what the response from the reviewing the records will be.	
	Ex: obtaining school records, reviewing the records, noting that the clie has been suspended. What is in the court order regarding suspensions from school? What's on the CMP? There should be a staffing with a supervisor documenting that a decision is made to use graduated responses or file a violation. Should the decision be made not to violate but make use of graduated responses an AN will be justification in the future as to why a violation wasn't filed. Assume that at some point you will have to explain all your actions as a case manager to a Judge, and ac accordingly. Be cautious how you word ANs, as the file can potentially b subpoenaed.	

KEY POINTS/ TRAINING AIDS	LESSON FORMAT	
	<u>Closing a Case File</u> (referenced policy F9.2)	
	A case is closed when a client completes probation/parole successfully reaches the statutory age limits (18 for probation 21 for parole, the exceptions being interstate compact cases).	
*	A juvenile must be notified that they are no longer under supervision. This can be done via mail or face to face but must be documented. The information is statistical information collected in JJMS and is used by the agency for grants as well as official documents like our Report Card. H many clients came in and successfully got off of probation is important information! The Director is responsible for reporting such numbers to the Legislators, the Governor as well as the citizens of SC.	
	Describe the Issues of Confidentiality (Policy B5.3)	
	Review HIPPA issues (policy A4.4)	
	Hand out and review with class the document from Legal addressing when case managers can give out information.	
	When information is shared it's important to document on an AN what was given, why it was given, and to whom it was given.	
	Discuss the importance of maintaining file security while in and out of office. Lock files up at night if you have that ability. Guard files when y are out in the field.	
	Quality Assurance	
	Standardization of files is an important issue and it's why we have filing instructions as well as audit tools out there approved by the agency for use. These tools allow for consistency across the state with regard to information gathering, filing, storage and sharing. Meeting policy and Medicaid standards is just sound case management practice and allows for a case manager to meet the mission of the agency. In this vein, remember that now notes are in JJMS for all to view. CAE information	

KEY POINTS/ TRAINING AIDS	LESSON FORMAT	
	also available to those who need to review a file electronically. Please understand that there are people within the agency tasked with quality assurance and it is their job to review files. Supervisors are being taske with auditing files for compliance and Medicaid is also required to audi This is not personal – it is the job of Medicaid and managers to routinel review files.	
	Reiterate that the Case Manager is responsible for everything in the file upon acceptance and it is good practice to audit your own files periodically.	
2	Key Elements to a Sound Activity Note	
	To ensure comprehensive case management practices, accurate, complete and timely records will be maintained on each juvenile. With 5 work days of all activities an Activity Note (AN) will be completed in JJMS and filed on side 6 of the case file. It's worth repeating that the A should be an accurate reflection of all that happened during an activity and serves as the record of what did happen. This is a case managers protection and justification for the work that has happened or not happened.	
	A sound Activity Note will include the following elements:	
	New Referral	
	 Identify the referral source and include Incident Report Number (IR#) if referral received from Law Enforcement. 	
	• Indicate the charge and corresponding victim.	
	 Indicate names of co-defendants/co-respondents if applicable. 	
	 Conclude with the next step taken with the referral/follow up. (If indicate will continue to monitor, what will be monitored?) 	

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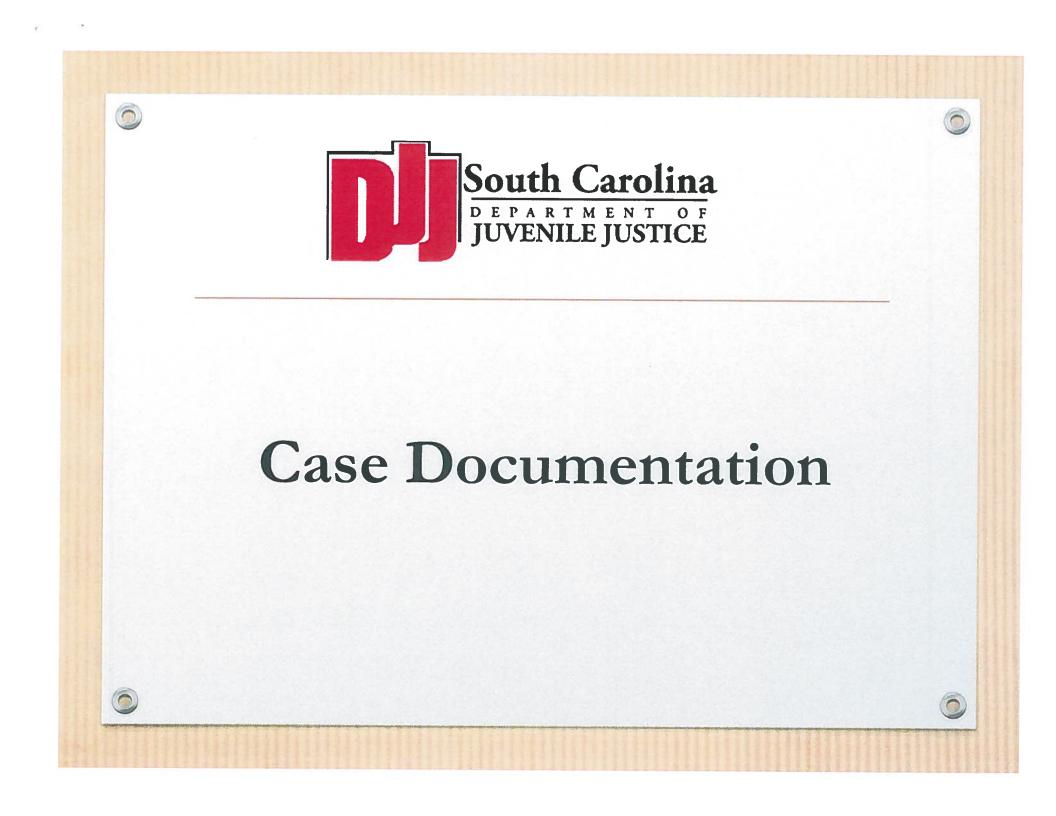
KEY POINTS/ TRAINING AIDS	LESSON FORMAT		
	Intake Interview		
	 Identify individual conducting intake interview and identify participants in interview (Can reference Participants listed at top of computer generated AN) 		
	 Indicate informing participants of charges. Inform of local procedures to acquire legal representation. 		
	 Provide overview of juvenile justice system and explanation or intake interview process to include victim rights. 		
	 Ability/inability to verify DOB, SSN, Medicaid, immunization record, health insurance. Request of information if not provided 		
	• Reference DJJ intake forms and explanation and receipt of applicable signatures to include Medicaid Freedom of Choice. Refer to side #2 for intake forms completed.		
	 Include GAIN-SS and authorization to conduct; outcome of GAIN-SS and any referrals as result. 		
	 Indicate assessment of needs through completion of CAE. Include in documentation any notable information recorded in CAE. 		
	 Conclude with next step to be taken/follow-up (If indicat will continue to monitor, what will be monitored?) 		
	Court Staffing		
	 Identify individuals participating 		
	 Indicate charges and JJMS RA presumption 		
	Indicate court date		
	 Indicate information reviewed; i.e. school records, other agency information 		

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KEY POINTS/ TRAINING AIDS	LESSON FORMAT
	Indicate if a victim and victim's input
	 Indicate recommendations, if probation, how long .Special conditions
	 Conclude with next steps to be taken/follow-up. (If indicat will continue to monitor, what will be monitored?)
	<u>Court</u>
	 Identify Judge, Defense Counsel, and Prosecutor
	Include all participant options present in court
	 Indicate type of hearing and charges and juvenile's plea
	 Include any amendments to charges and/or Solicitor dismissal (nol process)
	 Include whether victim in court and/or statements made or provided by victim to include Victim Impact Statement.
	 Include any notable information regarding circumstances of offense and <u>facts</u> of any testimony. (This is helpful for Initia Board Reports)
	 Include any unusual/uncommon activities during hearing.
	Indicate sentence, length of time, special conditions
	Probation Meeting
	Identify location of meeting
	Identify persons present
	 Include a review of CMP goals and court ordered stipulations.
	• State what the follow up will be and who is responsible
	Case Staffing
	What is a case staffing?

KEY POINTS/ TRAINING AIDS	LESSON FORMAT
	A process in which there is an exchange of information regarding
	the juvenile's individual circumstance(s) to help identify issues,
	suggest problem resolution strategies, gain consensus and
	recommend service and /or supervision options. A case staffing
	will include the juvenile's case file, the County case manager and supervisor
	Identify all participants
	 Identify type/purpose of staffing
	 Juvenile's current status/Level of Supervision
	 Significant dates (court, ECC, etc.)
	Details regarding purpose for staffing
	 Documents/info considered in making recommendations
	Identify all participants
	 Identify type/purpose of staffing
	 Juvenile's current status/Level of Supervision
	• Significant dates (court, ECC, etc.)
	Details regarding purpose for staffing
	 Documents/info considered in making recommendations



Objectives

- Describe the purpose and essential components of case documentation.
- Describe the standard for creation, maintenance and closure of case files.
- Describe issues of confidentiality

- Explain the quality assurance perspective of reviewing case files.
- Demonstrate the ability to write concise and accurate case notes.



A file is created (policy F 7.1)

- Referrals come from a variety of places:
 - o Law Enforcement;
 - o Parents;

- o Schools.
- All files are created using the Filing Instructions and labeling (Policy B 5.1).
- This policy outlines the labeling of the file a well as how the file should be stored.

Referral Contents

Referrals must contain identifying information such as:

• Name

- Address/phone number
- Date of birth
- Alleged offense

JJMS Entry

- All of the information on the referral must be entered in JJMS with in two days of receipt.
- You are responsible for all of the information and JJMS entry once the case is assigned to you but remember you don't "own" it.
- All of this activity receiving the referral, data entry, assigning and accepting the case needs an Activity Note (AN)!

What is the purpose of record keeping[©] and documentation?

- Activity notes are "proof" of the work being done so give yourself credit for all that work.
- Activity notes become part of the legal document that is the case file.
- Activity notes provide documentation of the <u>quality of</u> <u>service</u> to the client;
- Activity notes allow others to pick up where you left off.

Activity Notes are... ...the "window" into the Case



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- What did the client do?
- What was your response?
- What happens next?
- Who is responsible for that?

This is where you give evidence of <u>why</u> decisions and actions were made

Quality Assurance

- Why is it important to check for quality?
- Why is it important to have filing instructions?
- Why is it important to have audits?



QA...continued

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- Meeting Policy and Medicaid standards is just good case management
- Utilizing JJMS is a handy tool to help "filter" information



QA...continued

The information contained in the file is used for a number of purposes:

- Admissible in court (backs up prob. vios., used in Waiver cases, etc)
- Statistics used for grants

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 Annual report card to the Governor, Legislators, Citizens

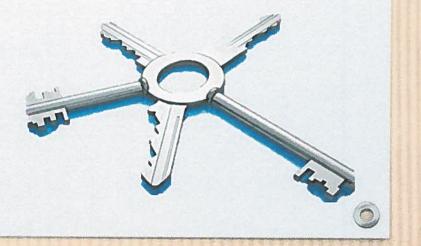
You are case managers, so manage your cases!

Remember

- JJMS is accessible to many people who are looking at notes for a variety of reasons
- QA staff are tasked with auditing files via JJMS as are supervisors and Medicaid personnel
- This is not personal! This is to ensure our standards are met in order to best serve our clients.

Key Elements to a Sound Activity Note New Referral

- Identify the referral source
- Identify the offense and victim
- Identify names of co-defendants
- Identify next steps



Key Elements to a Sound Activity Note Intake Interview

- Identify all participants
- Document discussion on what the charge(s) are and how to get legal counsel
- Overview of juvenile justice system and expungement of record
- Was the DOB, Medicaid, immunization, health ins obtained

Document why/why not

Intake Interview continued

- Reference DJJ intake forms to include CAE
- GAINss and the outcome

- Note anything unusual during intake ex: physical aggression, thoughts of harming oneself or others
- Be sure to make referrals if necessary and document on that AN!

Intake Interview continued

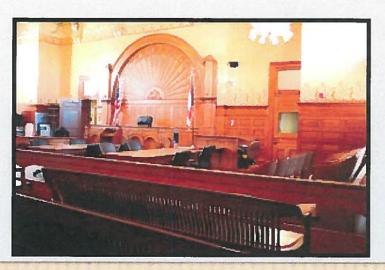
- Indicate what information was reviewed school or other records.
- Indicate recommendations.

- Remember to redact social security numbers
- Conclude with what the next steps are to be taken.

Key Elements to a Sound Activity Note Court

• Identify those present in court – judge, prosecutor, DJJ personnel, etc.

- Indicate what type of hearing, charges and juvenile plea.
- Include amendments or other Solicitor decisions.



Court Continued

• Include victim participation.

- Include any notable information regarding circumstances of offense and testimony (help for future reports).
- Indicate Court decision.



Key Elements to a Sound Activity Note Probation Meeting

- Identify location of the meeting.
- Identify the persons present.
- Include a review of CMP goals.



Probation Meeting continued

- Include a review of other paperwork.
- Include follow up and person who is responsible.
- Discuss ECC
- Do FOC



What is a case staffing?

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A process in which there is an exchange of information regarding the juvenile's individual circumstance(s) to help identify issues, suggest problem resolution strategies, gain consensus and recommend service and /or supervision options. A case staffing will include the juvenile's case file, the County case manager and a supervisor.

Key Elements to a Sound Activity Note Case Staffing

- Identify all participants
- Identify type/purpose of staffing
- Juvenile's current status/Level of Supervision
- Significant dates (court, ECC, etc.)
- Details regarding purpose for staffing
- Documents/info considered in making recommendations

Key Elements to a Sound Activity Note Case Staffing

- Risk score/presumption
- Recommendations
- Next steps to be taken/follow-up

Closing a case file (policy F9.2)

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A case is closed when a client completes probation/parole successfully or reaches the statutory age limits (18 for probation and 21 for parole – the exception to the rule are ICJ cases)



Closing a case file (policy F9.2) continued

- A juvenile must be notified they are no longer under supervision
- All activities to close a case (mailed letter, Case Management Plan, etc.) must have that AN to document the closure.







Conclusion

• You should now be able to describe the purpose and components of case documentation

- Describe the standard for creation, maintenance and closure of a case
- Explain the QA perspective of reviewing files
- Demonstrate the ability to write concise and accurate case notes





For questions or additional information please contact:

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The South Carolina Department of Juvenile Justice does not discriminate in any programs or activities on the basis of race, color, national origin, sex, disability or age. THE FOLLOWING OFFICES HAVE BEEN DESIGNATED TO HANDLE INQUIRIES REGARDING THE NONDISCRIMINATON POLICIES: Title IX –Inspector General's Office – 803-896-9595 Title II & 504 – Special Education Office – 803-896-8484

ATTACHMENT 4



LESSON PLAN COVER SHEET

TITLE: Case Ma	nagement Planning	CREDIT HOURS:	6.0
TYPE OF TRAINING: Orientation, In-Service, Basic, Other		In-Service	

PREPARED BY:	DATE PREPARED:	REVIEWED BY: Signature Required
Amahl Bennett, Mason Harrington, Brigitte Scoville, Bill Latta	2015(updated 5/2016)	

TRAINING GOAL/PURPOSE:

Increase the participants understanding of case management planning

PERFORMANCE OBJECTIVES:

By the end of the training, participants will be able to:

- 1. Identify juvenile's strengths and needs
- 2. Explain the case management planning process and forms as required by DJJ Policy F-8.1 for the development of a Case Management Plan.
- 3. Develop objectives for juveniles and their families that are specific, measurable, and achievable.
- 4. Incorporate restorative justice practices when developing the Case Management Plan.

EVALUATION PROCEDURE:	RESEARCH RESOURCES:
Participant Reaction	DJJ Policy F-8.1
Performance Test	DJJ Case Management Planning Team

AIDS, SUPPLIES AND EQUIPMENT NEEDED:	
 PowerPoint Flip Chart Stand/Paper LCD Projector Markers/Tape Handouts 	 Attendance Rosters Name Tents Evaluation Forms Other:

SSON TITLE:	
KEY POINTS/	
TRAINING AIDS	LESSON FORMAT

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LESSON TITLE:	
KEY POINTS/ TRAINING AIDS	LESSON FORMAT
Case Management Planning Anal Brown, Mada Brown Admires	Anticipatory Set Case managers are expected to obtain as much information as possible from interviews and various reports. Once this information is obtained, case managers have to decipher through this information to determine what parts are crucial and/ or suggestive of strengths and needs, and what are the most appropriate interventions.
PowerPoint Slide 1 Opening	Review/describe the track from the assessment phase of case management to the planning phase.
"My World"	In essence, they have to try to understand the juvenile's "world ." Once the case manager has a clear picture of the juvenile's "world," he/she must begin developing a plan that will impact this young person's "world" in a positive manner. Look into the juvenile's world and try to get a clear picture. What does the juvenile's world look like? What obstacles do they face each day?
wond/Juvenile	Discuss the importance of planning
Planning a Trip	As we matriculate through life, planning becomes an essential function for maintaining a sense of direction, control and purpose in our lives. With no planning or insufficient planning, life can become haphazard. In other words, it may get done, it may not. If it does, it may go well, it may not.
PowerPoint Slide 3	Raise your hand if you were ever involved in planning a trip. Were the plans well thought out? What is normally involved in planning a trip? In your groups, take a few minutes to write down the steps involved in planning for a trip.
Planning a trip	<i>Review responses from each group. Did anyone in your group Just want to get in the car and go?</i>
	From this exercise, you can see that if you want to increase your chances of success, you must take the time to plan . However, even with careful planning, situations can sometimes falter. However, having a plan gives

Page <u>4</u> of <u>12</u>

KEY POINTS/ TRAINING AIDS	LESSON FORMAT
	you the ability to know when you need to shift your direction as a result of circumstances that are in or outside of your control.
	As case managers, thorough planning is essential. With so many cases, lack of planning can lead to disorganization, inaccurate information, and poor recommendations. Each juvenile on your caseload deserves your best efforts. Without a clear plan, the juvenile will have no clear direction or goals to achieve . To prevent this state of uncertainty, each juvenile's course should be well charted out by the case manager. This planning phase should begin during the assessment phase and continue while the juvenile is under DJJ supervision.
	Charting juvenile's course
PowerPoint Slide 4 Charting juvenile's course	Discuss what the picture means to them, to our juveniles and families. What does this picture say to you? What would a juvenile and their family think of this picture?
Faplain the case management planning process and forms required by DIJ Policy	Our goal for today's session is to increase the participants understanding of case management planning.
 Identify juvenile's strengths and needs. Develop objectives for juveniles that are specific, measurable and achievable. 	Our objectives are:
 Incorporate restorative justice practices when developing a Case Management Plan 	1. Identify the juvenile's strengths and needs
PowerPoint Slide 5 Objectives	2. Explain the case management planning process, and forms as required by DJJ Policy F-8.1 for the development of a Case Management Plan.
	3. Develop objectives for juveniles that are specific, measurable, and achievable.
	4. Incorporate restorative justice practices when developing a Case Management Plan.

KEY POINTS/ TRAINING AIDS	LESSON FORMAT
 Purposes of Case Management Plan In require the juvenile/family and case manager to think about therapy outcomes. De prevent treatment from drifting or getting begged down. In ormunuf case about the approaches being implemented and who is responsible. To establish a record of services. PowerPoint Slide 6 Purposes of the CMP	 The plan for services is a very important stage that must be given careful attention for several purposes which are: To empower the juvenile/family. To require the juvenile/family and case manager to think about therapy outcomes. To prevent treatment from drifting or getting bogged down. To communicate about the approaches being implemented and who is responsible. To establish a record of services
Developing a Plan – Step 1 Establish Communication with the Family After court hearing, introdure yourself and schedue ary outself ary outself ary outself ary out	 Instructional Input Planning Process and Procedures We are now going to take you through the steps involved in developing a plan for a juvenile. Once a case has been assigned, the first step is to: 1. Establish communication with the family. a. After the court hearing, the case manager should introduce him/herself and schedule an appointment within 5 days after the court hearing.
Developing a Plan – Step 2 Develop a Preliminary Plan • Review court order, assessment and other relevant documents. • Develop a preliminary plan for services based on info. obtained from above documents.	 2. Develop a preliminary plan Prior to meeting with the family, the case manager should: a. Review the court order, assessment and other relevant documents for biographical information, court requirements, strengths, needs and other pertinent information b. Develop a preliminary plan for services based on information obtained from the above documents

KEY POINTS/ TRAINING AIDS	LESSON FORMAT
<u>Reference Handout</u> Packet Policy F-8.1	 3. Meet with the juvenile and his/her family to review/update the plan for services. After building rapport with the juvenile and the family members, the case manager should: a. Explain the purpose of a service plan and inform them of the type of information you have obtained or will attempt to obtain in order to complete this document.
Developing a Plan – Step 3 Meet with the Family to Review/Update the Plan Explain the purpose of a service plan and inform them of the type of information needed. Distribute copies of the court order to client for review. Also use information obtained from other reports. Mutually discuss the juvenile's strengths and needs. Establish objectives that are	b. Distribute copies of the court order to them for review. (Have the juvenile discuss requirements with you to determine level of understanding and level of commitment.) If there is no court order, use information obtained from other reports, e.g. evaluations, school information, etc.
PowerPoint Slide 9	c. Mutually discuss the juvenile's strengths and needs. Establish objectives that are specific, achievable and measurable.
<u>Reference the CMP in</u> the handout packet	Developing the plan for services Explain each section of the Plan For Services form.
Case Management Plan Form Diagnosis Code, Date, Source Identification Information, Formulation and Review Dates, Case Manager's initials Strengths of Juvenile Needs of Juvenile SMART Objectives/Services and Actions Projected Completion Date Actual Completion Date Signatures and Title 	 A. Diagnosis Code, Date, Source B. Identification Information, Formulation and Review Dates, Case Manager's Initials C. Strengths of Juvenile and Family D. Needs of Juvenile and Family E. SMART Objectives/Strategies to Build on Strengths and Address Needs of Juvenile and Family
PowerPoint Slides 10	F. Projected Completion DateG. Actual Completion DateH. Signatures and Title

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KEY POINTS/ TRAINING AIDS	LESSON FORMAT		
<i>Reference Policy F 8.1 in Handout packet Review Requirements</i>	Instructional Input Review DJJ CMP policy requirements, e.g. signatures, dates, etc.		
What Does DJJ Policy Require? A CMP must be completed within 30 days. Of the juvenile being placed on probation/parole Once notified that a juvenile has been transferred to an alternative placement	The CMP must be completed within 30 days of a juvenile being placed or probation/parole. If a juvenile is transferred to an alternative placement, a CMP must be completed within 30 days of being notified of this transfer.		
PowerPoint Slide 11	1. The CMP must be completed thoroughly, signed and dated by a credentialed case manager and documented in a client service note.		
What Does DJJ Policy Require? continued The CMP must be completed thoroughly, signed and dated by a credentialed case manager and documented in an activity note and signed by supervisor. The CMP must now be reformulated every 365 days on a new form!	 The CMP must be reviewed at least every six months and reformulated on a new CMP at one year. The CMP is a working document and can be updated/reviewed at any time. 		
The CMP is a working document and can be	(Optional Activity)		
updated/reviewed at any time.	Equal focus should be placed on building strengths as well as		
PowerPoint Slide 12	identifying needs. If I had two briefcases, one filled with one million dollars and the other filled with pure diamonds (obtained legally, no repercussions) and I told you that you could have one or both, but if you only choose one, I would throw the other one away, would you be inclined to take one or both? Remember that both are extremely valuable. I am sure you would agree that it would not make any sense to just throw one away.		
	This is what we are doing however, when we don't invest enough time on building strengths as we do on addressing needs. We throw away an opportunity to engage this juvenile in something that may provide an outlet for harmless expression, for productive involvement and/or the opportunity to build upon existing situations in a positive manner.		
Reference Needs Based vs. Strengths Based Approach in	Let's take a closer look at a handout that outlines the key differences between the needs based and strengths based approaches to case management.		
Handout packet (Supplemental reading)	Please share some examples of ways you have addressed client strengths on your caseload.		

KEY POINTS/ TRAINING AIDS	LESSON FORMAT			
Unearthing Unearthing Wy Strengths	Positive Self-Concept You may have in the past, encountered a little hesitancy when attempting to have juvenile's discuss their strengths and needs. People, in general, sometimes find it difficult to discuss their strengths and needs. Why? Give the juvenile/parents some time to develop a sense of comfort in sharing child/family strengths with you as the case manager. I am going to distribute a questionnaire that can be used to help generate some responses.			
Unearthing My Strengths <u>Reference</u> <u>Juvenile/Family</u> <u>Strengths based</u> <u>questionnaire in</u> <u>Handout packet</u>	 (Trainer will brief case study juvenile role player for each group) Emphasize the need to use extra pages, if necessary to include additional information Guided Practice A- Positive Self-Concept exercise Each group member will take turns asking questions from the strength based questionnaire, and follow-up questions for the case study juvenile. Activity A - Debriefing Questions: When you are engaged in activities that you do well, how do you feel? How would you feel if you had an opportunity to try something that you've always wanted to do? If someone takes an interest in your talents and/or somehow benefits from these talents, how does this impact you as a person and the community? Elicit responses Anticipated answers 			
	Ex. Motivated, inspired, Positive, happy, Energized, confidentEx. Worthy, appreciated, Good about yourself, You may want to Continue to share Your talents.			

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KEY POINTS/ TRAINING AIDS	LESSON FORMAT		
	When you are meeting with juveniles and their families. Establish a climate whereby, strengths and needs can be mutually discussed. Knowing a juvenile's strengths and needs are equally very powerful tools for facilitating positive changes in his/her life.		
	ACTIVITY		
Reference Aircraft crash in handout.	Aircraft Crash Scenario Divide the participants into groups (can be split or leave them at their tables) Read the scenario and instructions aloud to the group and then give them 15-20 minutes to discuss. Ask for volunteers to present what their group decided. Have the groups discuss how they came to the decision on who to save.		
Objectives	Guided Practice B – Identifying Strengths and Needs In your groups, list those strengths that were discussed during your interview with the juvenile (in guided practice A). Record them in the Strengths section of the CMP form. Then record the needs that your		
A series of steps used to meet an established strength/heed in order to achieve a set goal. Individualized Realistic & Atalanable Mesurable Easily Understandable Easily Understandable Easily Contemposite Contempos	 group will address, on the CMP form. Instructional Input – Service Objectives/Strategies Pointers and examples – Objectives are: A series of steps used to meet an established need or to achieve a set goal Individualized Realistic and attainable Measurable Written so that juvenile and family can understand 		
Reference Strength Based Bill of Rights in Handout packet			

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KEY POINTS/ TRAINING AIDS	LESSON FORMAT		
<i>Reference SMART Objectives in handout packet</i>	Guided Practice C – Writing SMART Service Objectives/Strategies Given the same case, write service objectives/strategies for your selected list of strengths and needs. Groups will share results.		
	Discussion/Questions		
	Summary/Closing		
	You have just completed a balanced and realistic service plan for your juvenile. You are now ready to put the plan into action. Please remembe these important do's and don'ts about service planning:		
Case Mangers should	<u>Do's</u>		
 Act as a service broker not a treatment provider View the service plan as a working document Use the plan as a therapeutic tool Set goals that are realistic, achievable, and measurable 	 Do act as a service broker not a service provider. Do use the service plan as a working document. Do use the service plan as a therapeutic and strength utilization tool. Do set goals that are realistic, achievable, and measurable. 		
PowerPoint Slide 15	<u>Don'ts</u>		
 Case Managers should not Overlook strengths Confuse the service strategy with the need Onfuse the service strategy with the need Onfuse the service strategy with the need Onfuse or resolve feelings of anger, sadness, and resolve feelings of anger, sadness, and all other counseling deemed necessary through Mental Health (Figure Figure Figu	 Do not overlook strengths. Do not confuse the service strategy with the need. Example: (Incorrect) John needs <u>social skills counseling</u>. Attending social skills counseling is the service strategy. (Correct) John needs to develop better decision making skills. 		
PowerPoint Slide 16	Also keep in mind that the development of the plan for services is usually one of the first steps in probation supervision. If the juvenile continues to penetrate the system, this document may be used as a tool to help others, (i.e. psychologist, social worker, clinicians, placement officials) to continue to address needs, if necessary, or make appropriate recommendations that are individualized and in the juvenile's best interest.		

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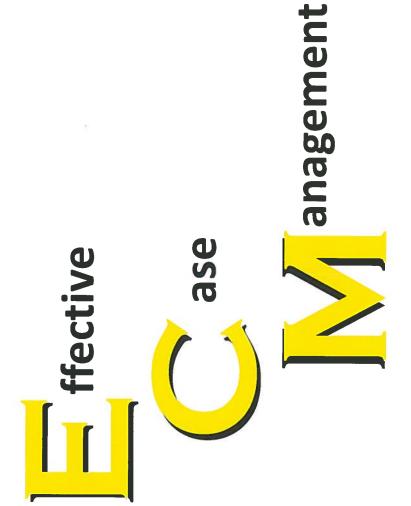
Page <u>11</u> of <u>12</u>

KEY POINTS/	
TRAINING AIDS	LESSON FORMAT
Areful service planing, with the subscription of the juvenile/family, is and used to the protection of the juvenile/family, is and used for the protection of the juvenile/family, is and used for the protection of the juvenile/family. Image: The service planing, with the	Remember, that careful service planning, with the involvement of the juvenile/family, is essential to effective case management and vital for the protection of the community.
Plan the work If the plan doesn't work change the plan but never the goal work the Plan!! Market the plan but never the goal work the Plan!! Market the plan but never the goal work the Plan!!	Now that you have planned your work, you are now ready to work the plan. Your next training session will involve case supervision. Within this training, you will gain an understanding of when case supervision begins and how to "work the case" using effective case management practices discussed throughout this training.
CMP Slogan Plan your work/work your plan	
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LESSON TITLE:			
KEY POINTS/ TRAINING AIDS	LESSON FORMAT		

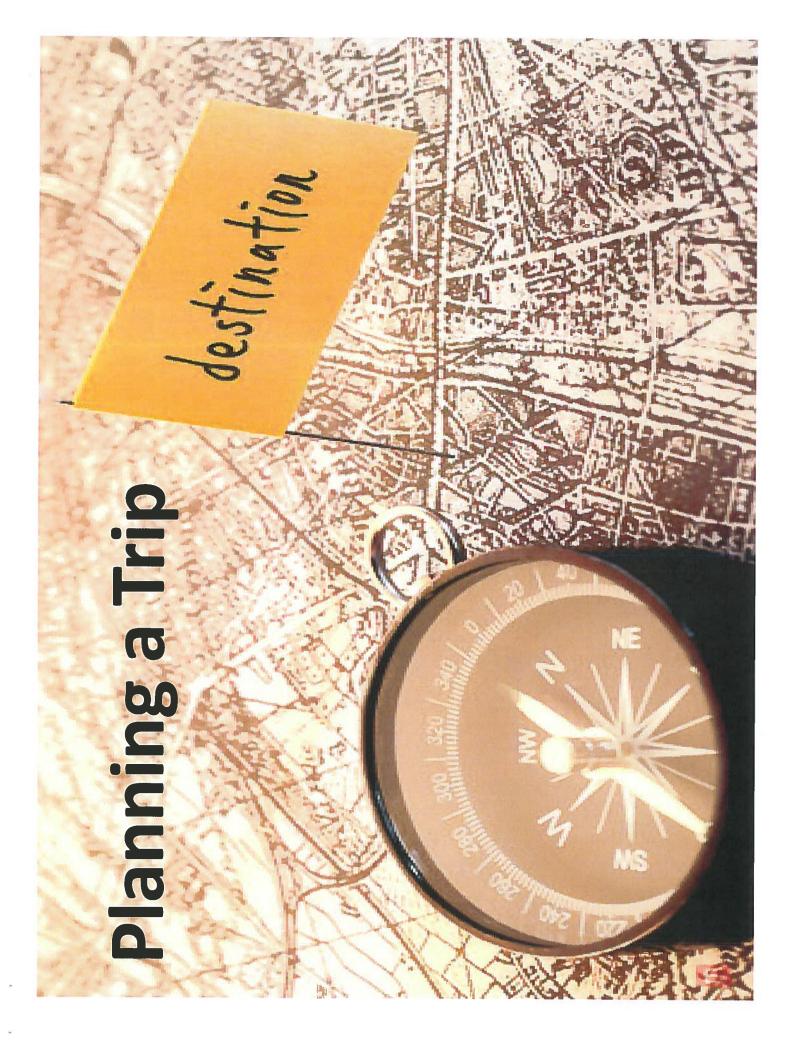




Case Management Planning

Amahl Bennett, Midlands Regional Administrator Rhonda Holman, Probation Supervisor

"My World"





Training Objectives

- process and forms required by DJJ Policy. Explain the case management planning
- Identify juvenile's strengths and needs.
- Develop objectives for juveniles that are specific, measurable and achievable.
- Incorporate restorative justice practices when developing a Case Management Plan.



Case Management Plan Purposes of

- To empower the juvenile/family.
- manager to think about therapy outcomes. To require the juvenile/family and case
- To prevent treatment from drifting or getting bogged down. 4
- To communicate about the approaches being implemented and who is responsible. Д
- To establish a record of services.



Developing a Plan – Step 1

Establish Communication with the Family

After court hearing, introduce yourself and schedule appointment within 5 days of the disposition.





Developing a Plan – Step 2

Develop a Preliminary Plan

- assessment and other relevant > Review court order, documents.
- > Develop a preliminary plan for services based on info. obtained from above documents.





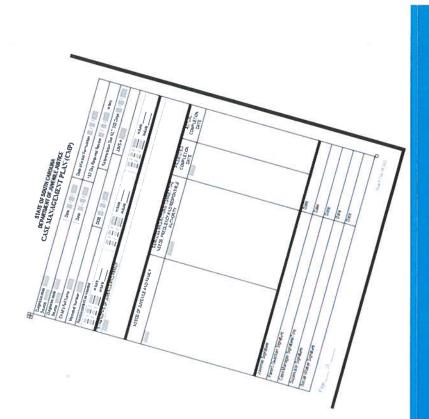
 Developing a Plan – Step 3 Meet with the Family to Review/Update the Plan Meet with the purpose of a service plan and inform them of the type of information needed. S Distribute copies of the court order to client for review. Also use information obtained from other reports. Mutually discuss the juvenile's strengths and needs. Establish objectives that are specific, achievable and measurable.
--

anagement Plan Form	Diagnosis Code, Date, Source	Identification Information,	Formulation and Review Dates, Case Manager's Initials	Strengths of Juvenile	Needs of Juvenile	SMART Objectives/Services and	Projected Completion Date	Actual Completion Date	Signatures and Title	
lager	A	A		A	A	4	<u> </u>	A	A	
Case Mar			2	~						

What Does DJJ Policy Require?

A CMP <u>must</u> be completed within **30** days...

- Of the juvenile being placed on probation/parole
- Once notified that a juvenile has been transferred to an alternative placement





What Does DJJ Policy Require? continued... reformulated every **365** The CMP must be completed thoroughly, signed and dated by a credentialed case manager and documented in an activity The CMP must now be days on a new form note and signed by supervisor. 3 2

The CMP is a **working document** and can be

updated/reviewed at any time.



Unearthing





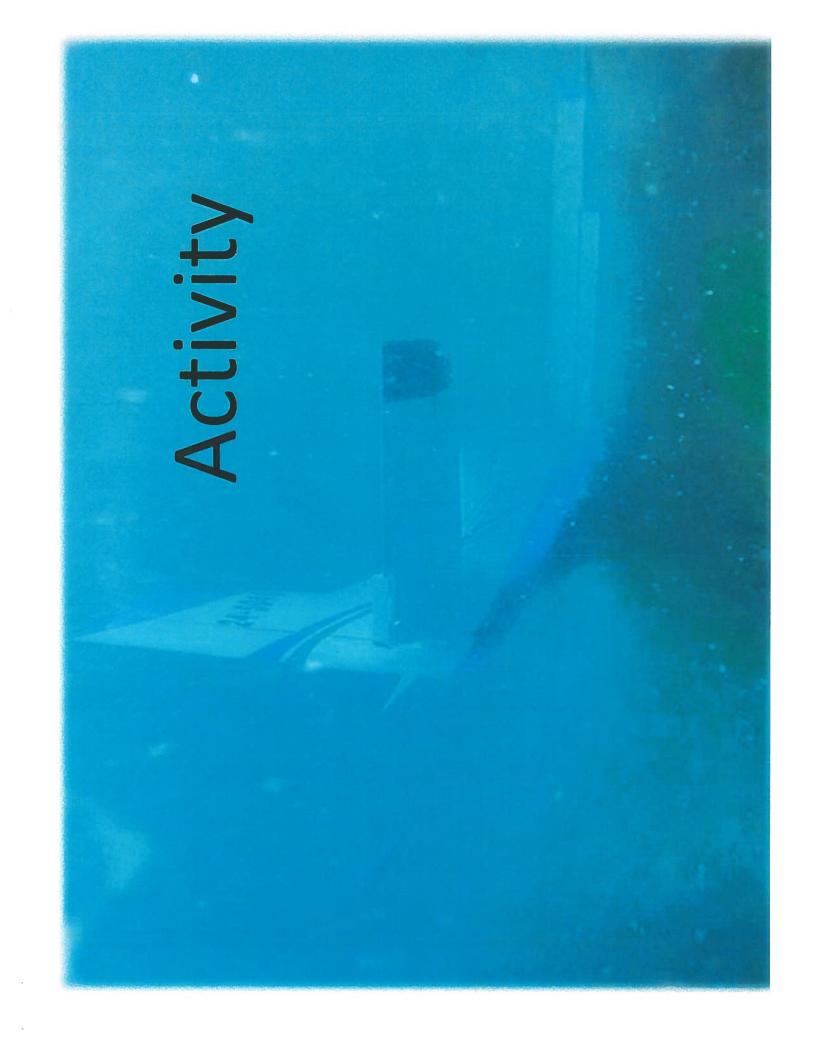


My Strengths



Case Management Planning

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Objectives

- A series of steps used to meet an established strength/need in order to achieve a set goal. 4
- Individualized
- > Realistic & Attainable
- Measurable
- Easily Understandable





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Case

- > Act as a service broker not a treatment provider
- View the service plan as a working document
- > Use the plan as a therapeutic tool
- > Set goals that are realistic, achievable, and measurable



Case Managers should not

- Overlook strengths
- Confuse the service strategy with the need
- and/or guilt associated with the loss of a loved one. John needs to resolve feelings of anger, sadness, (Need)
- John will comply with anger management counseling and all other counseling deemed necessary through Mental Health. (Intervention strategy)

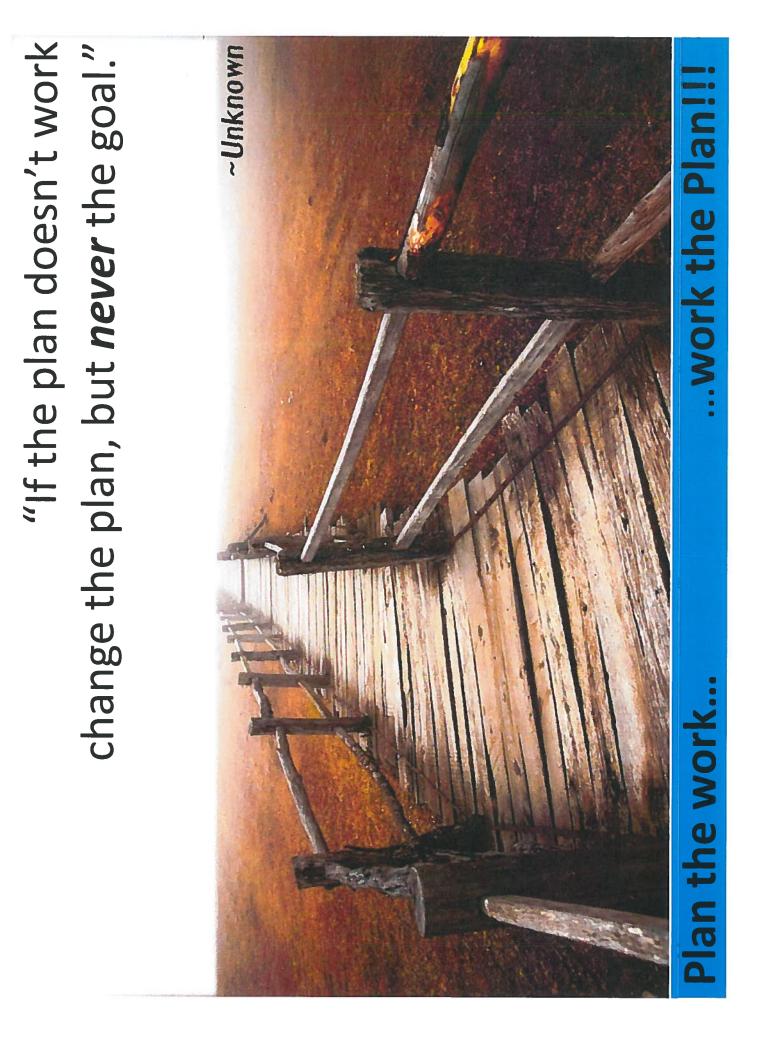


Case Management Planning



juvenile/family, is essential to effective case management Careful service planning, with the involvement of the and vital for the protection of the community.





For questions or additional information please contact:



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THE FOLLOWING OFFICES HAVE BEEN DESIGNATED TO HANDLE INQUIRIES REGARDING The South Carolina Department of Juvenile Justice does not discriminate in any programs or activities on the basis of race, color, national origin, sex, disability or age. Title II & 504 – Special Education Office – 803-896-8484 Title IX –Inspector General's Office – 803-896-9595 THE NONDISCRIMINATON POLICIES:





01/01

LESSON PLAN COVER SHEET

TITLE:	Case Management Supervision	CREDIT HOURS:	6
TYPE OF	TRAINING: Orientation, In-Service, Basic, Other		

PREPARED BY:	DATE PREPARED:	REVIEWED BY: Signature Required
Committee	2015(updated 2016)	

TRAINING GOAL/PURPOSE:

To equip the case manager with the knowledge and skills to effectively provide case management supervision/intervention to juveniles and families.

PERFORMANCE OBJECTIVES:

By the end of the training, participants will be able to:

- 1. Define supervision
- 2. List at least 2 components of case management supervision.
- 3. Identify 4 desired outcomes for effective case management supervision.
- 4. Given a scenario, demonstrate the ability to incorporate case management supervision tools.

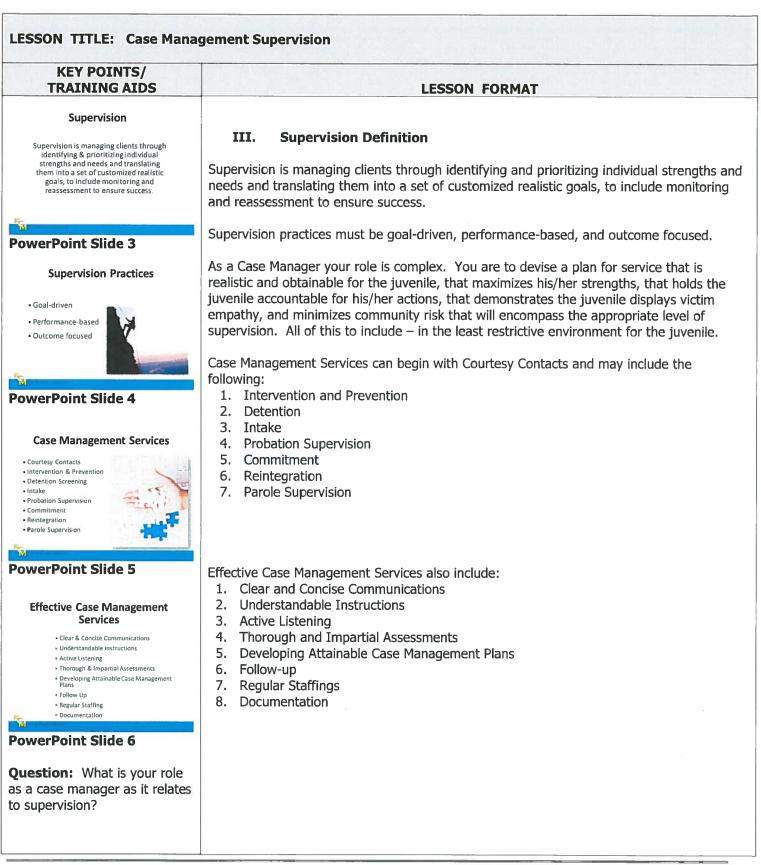
EVALUATION PROCEDURE:	RESEARCH RESOURCES:		
 Participant Reaction Performance Test Written Test 	Agency Policies, Community Resource Guide, Policy & Procedure Training, Desktop Guide, County Standard Operating Procedures (SOP)		

AIDS, SUPPLIES AND EQUIPMENT NEEDED:		
 PowerPoint Flip Chart Stand/Paper LCD Projector Markers/Tape Handouts 	 Attendance Rosters Name Tents Evaluation Forms Other: Role Play, Video Clips, Forms 	

2. .

KEY POINTS/ TRAINING AIDS	LESSON FORMAT
ffective	I. Introduction
ase	Exercise: Have class state their expectations and definition of effective supervision.
anagement	Effective case management begins at the time someone walks into your office and/or when
Case Management Supervision Mark Con, County Director, Sumter & Lee Counties Kristin Collins, Training Instructor	you receive a telephone call regardless of the reason. In other words the client and his/he or family does not need to be in the system to receive case management services (intervention/prevention). Many cases have and will continue to be diverted at this initial
PowerPoint Slide 1	stage if appropriate time is taken with the family and appropriate referrals/suggestions are made. Case management services also include services to juveniles in detention, intake, probation and parole and/or in a committed status.
Flip Chart	Effective case management services includes: clear and concise communication, giving
Can you follow policy and not	understandable instructions, active listening, making good and impartial assessments,
be an Effective Case Manager?	developing a workable and attainable plan for services, following up, and ensuring all activities are documented.
Assigned 01/01/2015.	Case managers should always focus on developing and managing a course of action that
Probation 6 months	has the greatest likelihood of achieving the desired outcomes of a safe community, victim
Home visit with Family CMP development 01/15/2015	reparation, and identified needs of the juvenile family are met, and a more law abiding youth.
Face to face 02/01/2015	When we talk about effective case management, we are in fact, referring to how we manage or supervise that case; again, no matter at what phase of the system the juvenile is in.
Face to face 03/31/2015	
Conduct exit interview. Juvenile off on ECC credit	Effective supervision practice will be what we discuss today.
	II. Training Objectives
Training Objectives	Objectives
Define Supervision	1. Define Supervision
List at least 2 Components of Case Management Supervision	2. List at least 2 components of case management supervision.
 Identify A Desired Outcomes for Effective Case Management Supervision Demonstrate ability to Incorporate Case Supervision Tools 	 Identify 4 desired outcomes for effective case management supervision. Demonstrate the ability to incorporate case management supervision tools (with given scenario).
	Discuss responses from Exercise.
PowerPoint Slide 2	
	Our purpose for this training is to equip case managers with the knowledge and skills to effectively provide case management supervision to the juveniles and families we serve.

Page <u>3</u> of <u>14</u>



LESSON TITLE: Case Management Supervision

KEY POINTS/ TRAINING AIDS Tootsie Roll Exercise

Components of Supervision Practices

Client Services



Client Services
 Supervision Services
 Coalition Building and
 Community Partnering
 Case Management

PowerPoint Slide 7



Positive Communication
 Relationship Building
 Buy-in
 Strength-focused
 Coordinating Services

Regular Contact
 Staffing case

PowerPoint Slide 8

A. Client Services Positive communication Relationship Buy – in Strength based Coordinating services Regular contact Case Staffings

LESSON FORMAT

IV. Components of Case Management Services

The 4 components of Case Management Services are Client Services, Supervision Practices, Coalition Building/Community Partnering and Case Management Implementation. Each individual component is important; however it is essential to consider all the components in a holistic manner. Somewhat like a Tootsie Roll Pop. There is the wrapper and the candy on the outside with the soft tasty tootsie roll center all strategically placed on a stick for easy handling. If we looked at these individually, although each has a purpose, it wouldn't be a Tootsie roll pop. It is by putting them all together, that they become a Tootsie Roll Pop. How we approach Case Management Services can be compared to how we eat a Tootsie Roll Pop. For 35 years there has been on going "scientific" studies to answer the question "how many licks does it take to get to the middle of a Tootsie Roll Pop. Many people try to lick their way to the center and many have failed---for they couldn't help but bite. With case management services, do you open the file, look at the present charges, along with the prior record and decide the juvenile needs to be committed—which can be like unwrapping the Tootsie Roll pop and biting right in to reach the center while ignoring the outside. OR do you take your time and get to know about the juvenile, the strengths, what "makes up" the juvenile (family, neighborhood, school, needs) and get down to the center (the juvenile) Isn't that like taking your time and licking your way to reach the center of the Tootsie Roll Pop

A. <u>Client Services (</u> Know your juvenile)

As mentioned in the assessment phase of this training, positive and open communication is essential in building and maintaining a relationship with the juvenile and his/her family. To maximize the potential success of a juvenile under supervision, there has to be trust, respect, and a positive rapport. It is critical that a juvenile and his/her family understand and "buy-in" on the type and level of supervision. Where other agencies are involved, there should be regular and effective communication to coordinate and monitor services, focusing on the juvenile and family's strengths.

- ⁶ Positive and open communication (active listening, body language observed, interpersonal skills).
- ^c Building relationship with juvenile/family (respect, trust, positive rapport)
- * Getting buy-in on type and level of supervision, plan for services from juvenile/family.
- * Focus on strengths, individual and family.
- * Contact with other agencies (exchange of information, coordination of services, interagency staffings).
- * Maintain regular contact via school, home, face to face and service provider.
- * Staffings: supervisory, office, interagency.

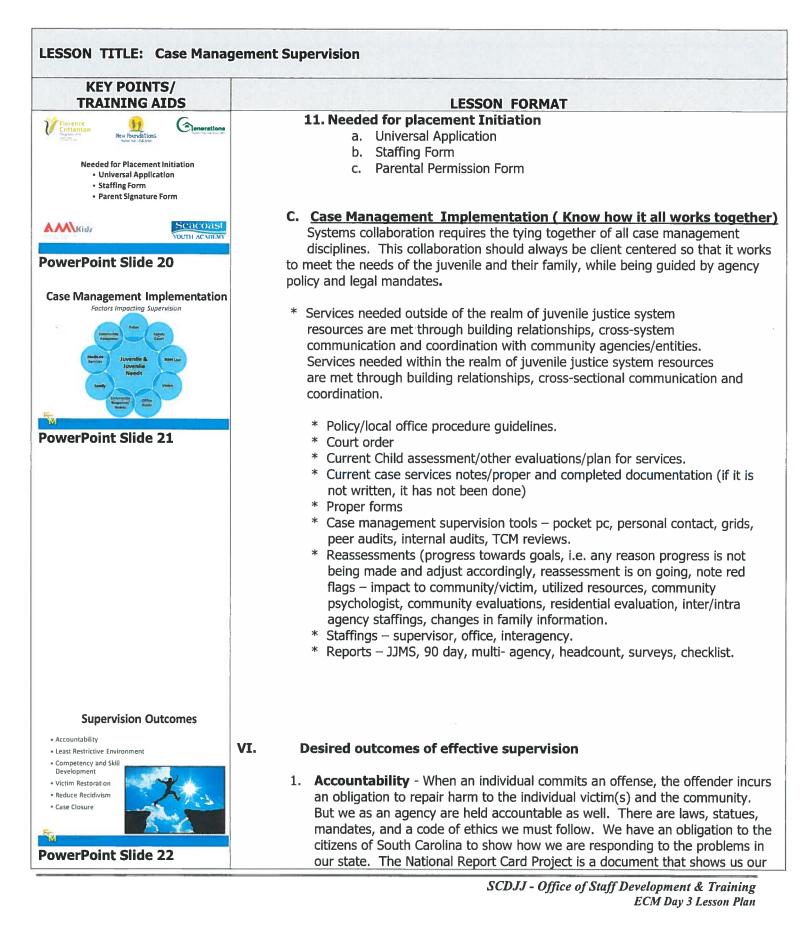
KEY POINTS/	
TRAINING AIDS	LESSON FORMAT
Supervision Brokers Referation	B. Supervision Practices
Lavel of Supervision	1. Considerations Throughout Supervision
jovenie needs	A. Levels of supervision
	B. Graduated Responses
Aveia International The facet restrictive	C. Earned Compliance Credit
and the second s	D. Continuum of Services
	E. Least Restrictive Environment
PowerPoint Slide 9	F. Victim Impact
Supervision Atlants	 On-Going Staffings- Staffings should be held at each major decision point during case supervision
treatment term staffing	A. Pre-court
Provides to the second	B. At Disposition
Pacary and Pacary	C. Earned Compliance Credit (ECC)
	D. Community Planning and Review Team (CRPT)
	E. Quarterly
Plans for reintegration	F. During Changes found through re-assessment
Practices	G. Violation Considerations (victim notification)
PowerPoint Slide 10	H. Crisis I. Closure
On- Going Staffing At each major decision point	1. Closule
• Pre-court	VI. Staffing exercise
• Ai disposition • ECC	
CPRT Quarterly	As part of Effective Case Management, you will need to frequently need to staff cases with
Crisis During changes found through re-assessment	a number of different entities to include your supervisor and other agencies. If presented with one of the following scenarios, develop a list of staffing partners and possible solutions
 Violation consideration (victim notification) For closure 	to the scenario presented. 1-Mike develops an STD, 2-Mike reports that he has been
M	 having dizzy spells, 3-Mike is suspended from school for fighting, 4-Mike's stepfather
PowerPoint Slide 11	reports that he is not following his curfew, 5-Mike's girlfriend becomes pregnant, 6-Mike's
	mother and stepfather develop marital difficulties centered around Mike's behavior and the
BREAK	way he is disciplined.
Coalition Building/Community Partnering Collaboration for Success	
	C. <u>Coalition Building/Community Partnering (Know your Community)</u>
Maximizing Community Resources	Part of your role as a Case Manager is to know your community, the services that
Creating Resources	are available, by whom and how to access these services. If a need is identified
Linking / Brokering Services	and no services are readily available locally, an effective case manager will work
	with community partners to create a service that will potentially meet this need.
	 Maximizing available resources (identifying, understanding scope of
PowerPoint Slide 12	services).
	 Creating resources (think outside the box). Linking / Brokering services
	Linking / Diokening Services
	Case Managers should develop partnerships with neighborhood groups,
	civic associations, service organizations, businesses, churches, and schools
	and seek their participation in the justice process and help them build safe

KEY POINTS/ TRAINING AIDS	LESSON FORMAT
Maximizing Community Resources <u>Indivioual Resources</u> Alcohol and Drug Abuse Organistion Department of Disabilities and Special Needs Vocational Rehabilitation <u>Specialized Programs</u> Departing Programs Departing Progr	 communities. Forming partnerships increases Case Manager's leverage in managing the risk the offender presents to the community during supervision while developing community services and other skill-building opportunities. It also contributes to a shared ownership of the problem of delinquency when: * Case Managers conduct supervision activities outside the office whenever possible, visiting the juveniles at home, at school, the community services site, and at work. * Allows the case manager to become familiar with the youth's environment, increases opportunities for collateral contacts, and encourages community participation.
Maximizing Community Resources	Community groups are stakeholders in the process of a juvenile's Rehabilitation. The Case Manager should become a partner with the community by developing new opportunities for offenders to learn positive social skills while also contributing to the good of the community. Through these partnerships community members should be encouraged to reintegrate offenders and build on their strengths by accepting them into the community groups, modeling acceptable behaviors, and allowing offenders to practice new skills and competencies.
Image: Second	Community Resources 1. Traditional Resources a. DMH b. Alcohol and Drug c. DDSN d. Vocational Rehabilitation 2. Non-Traditional resources a. SC Works Programs b. Victim Impact Panels / Classes c. Specialized Programs (Parenting Programs, Bullying Awareness)
Community Resources Linking, Monitoring, and Evaluating A Make appropriate referrals based on needs Prepare juvenile and family for referral Supply thorough information to provider Supply thorough information to provider Monitor / Evaluate services Monitor / Evaluate services Supply thorough information to provider Monitor / Evaluate services Monitor /	 Linking, Monitoring, Evaluating Make appropriate referrals based on needs Prepare juvenile and family for the referral Supply thorough information to the provider Monitor / Evaluate Services Follow-up with the service provider Discuss services with the juvenile and family to verify occurrence Request monthly reports from provider

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KEY POINTS/ TRAINING AIDS	LESSON FORMAT
owerPoint Slide 15	DJJ Initiatives
Community Resources DJJ Initiatives	 Teen After School Centers (TASC) Auxiliary Probation Officers (APO) Victim Impact Classes / Panels
School Centers) - Lunch Buddies • APO (Auxiliary - Eam & Return • Victim Impact Classes/ Panels - Community Social Worker • Larmity Solutions - I'ART (Job Readiness for	 4. Family Solutions 5. Choices 6. Gang Resistance Education and Training (GREAT)
• Choices	 Lunch Buddies Job Readiness for Teens (JRT)
owerPoint Slide 16	9. Insiders 10. Earn and Return
Community Resources Purchasing Services	Purchasing Services 1. Intensive Family Services
Intensive Family Services Wrap Transportation	2. WRAP a. Transportation
 Behavioral Intervention / Modification Alternative Placement STAP -Short Term Alternative Placement 	 b. Behavioral Intervention / Modification 3. Alternative Placement
Intermediate Group Care Intensive Group Care Therapeutic Foster Care	a. Short Term Alternative Placement (STAP)b. Intermediate Group Care
owerPoint Slide 17	c. Intensive Group Care d. Therapeutic Foster Care
taffing Exercise	As part of Effective Case Management, you will have to maintain contact with outside vendors as well as sister agencies to determine the level and nature of the services being provided to the juveniles under your supervision. As a group discuss the actions that are needed on your part and what you can expect from a service provider in the following
Components of Successful Alternative Placement	situations. 1-Mike is in Alternative Placement, 2-Mike and his family are assigned IFS services, 3-Mike is assigned a Therapeutic Assistant, 4-Mike is receiving services through a sister agency, 5-Mike is receiving counseling through a private provider.
Assessment / Needs Staffing (Include clinical staffing) Assess for Least Restrictive Environment Level of Placement	Components of Successful Alternative Placement
Placement Matrix Out Of Home Placements	1. Assessment /Needs 2. Staffing
owerPoint Slide 18 Components of Successful	 Least Restrictive Environment Level of Placement
Alternative Placement, continued	 5. Placement Matrix 6. Monitoring and Follow-up 7. Placement Contact
Monitoring and follow up Placement Contact / Visits Planning for discharge	 8. Placement Contact 8. Placement Visits 9. Planning for Discharge 10. Transition from Placement to home

Page <u>8</u> of <u>14</u>



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KEY POINTS/ TRAINING AIDS	LESSON FORMAT
<section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header>	 strengths and weaknesses as an agency. We are also held accountable by results of audits, (not limited to TCM reviews), peer audits, PBS, and quarter's staffings with supervisors. This gives the supervisor the opportunity to monitor and hold the Case Manager accountable for the case by ensuring follow-up from previous staffings as well as court staffings and inter-agency staffings. Court staffings hold Case Managers accountable to make sure staff members have a good understanding and can properly articulate the recommendations. Inter-agency staffings allow input and regular contact witis service providers involved with the case. The juvenile is held accountable by their special conditions of probation/parole, which may include paying monetary restitution, completing community service hours, complying with referrals to resource agencies, following a curfew, submitting to drug screenings, writing essays, or participating in a victim impact class/panel. DJJ Report card Medicaid Reviews Performance Based Standards (PBS) Quarterly Staffing Least Restrictive – It is the goal of the agency to not only protect the publi and hold the juveniles we serve accountable for their actions, but to also provide supervision of the juvenile with an appropriate level of supervision i an effort to minimize risk to the community, victim, and the juvenile. Through the use of interagency and intra-agency resources, Case Managers will enhance the likelihood that the juvenile and family needs are identified, and the most appropriate referrals are pursued. Supervision of juveniles will include the monitoring and reassessment of their probation/parole conditions. The utilization of graduated responses/sanctions after reassessment will direct and support consistent recommendations/responses for positive and negative behavior. a. Walk-ins b. Arbitration
	 Competency (skill) Development – One desired outcome of effective case management is the development of life skills of the juveniles we are serving.

LESSON TITLE: Case Management Supervision **KEY POINTS/ TRAINING AIDS LESSON FORMAT Competency Skill Development** how a juvenile manages interpersonal skills. Many of the juveniles we work A major goal of Competency Skill Development is to help a juven develop skills which will make them more employment ready. with have not seen a lot of success in their lives, whether we are talking about success in school or success in how they deal with other people. Additionally, Community service our juveniles do not always have access to positive role models. Upon • Choices Job Readiness for Teens completion of case management supervision, the juvenile should not only have Conflict Resolution successfully completed all legal obligations, but also developed skills and G.R.E.A.T. strategies that will help them in becoming productive citizens. Skill Other Community Initiatives development can be achieved in a number of ways, for example: **a.** Community Service – provides a juvenile with the opportunity to PowerPoint Slide 24 give back to the community, but an appropriate community service site will also teach a juvenile how to deal with others, follow instructions of a supervisor, and positively reinforce the outcomes of doing a good job. While completing a task is important, it is equally important that a juvenile understands how to do the job and work in cooperation with others. **b. CHOICES** – a DJJ sponsored group that helps a juvenile to develop an understanding of how seemingly small poor choices can lead to much larger WRAP Discussion problems. Major problems can often be traced back to a number of small Address with placement/ situations which were handled ineffectively. c. Conflict Resolution - a DJJ sponsored group which helps juveniles deal treatment providers what with conflict management. Juveniles have come to deal with conflict in an services you expect at the inappropriate, often illegal manner. Conflict resolution teaches juveniles to start of services not 2 explore different strategies for dealing with conflict; yelling, hitting, and months in intimidation are not acceptable. Discussing, reflecting , and compromising are skills that will help the juvenile in all aspects of their life. d. GREAT LUNCH e. Job Readiness for Teens f. Other Community Initiatives – aside from programs specifically sponsored by the agency, each community has a number of enrichment programs that will help a juvenile develop self-esteem and a positive self-image. Recreational opportunities, cultural events, and services offered by other agencies are all viable options for skill/competency development. Always keep in mind that skill/competency development does not have to be court ordered/parole board driven. Good skill/competency development should focus on the development of strategies that will make the juvenile a more positive person. Effective skill/competency development continues after supervision ends. Being a positive contributing member of the community Victim Restoration should not be limited to DJJ supervision, but should continue to grow as the Restorative Justice theory states: Crime is a violation of people and of intersensional relationships. These violations create juvenile grows. Effective skill/competency development sets the foundation or Monetary Restitution future successes. · Community Services that restore the victim and repair the Attend to the needs of victims both short and iong term 4. Victim Services – DJJ is committed to Balance and Restorative Justice for individual who are impacted by juvenile crime, especially victims. When an offense occurs, an obligation to the victim occurs. Victims have the right to active involvement in the justice process. Initial contact is made to victims prior to DJJ issuing a recommendation to the solicitor to divert, prosecute or

any other action. Victims also receive information regarding hearings,

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KEY POINTS/ TRAINING AIDS	LESSON FORMAT
Recidivism Reduction An expected outcome of utilizing a continuum of services is a reduction in recidivism.	notifications, release/transfer or escapes as confidentiality restrains allow. Offenders pay restitution to victims when appropriate as well as provide community service to repair harm to the community. Offenders may also pay other restorative fines imposed by the court such as an apology letter or sanctions recommended by the victim to include victim impact panels and receive victim awareness education.
Continuum of services Walk-Ins / Courtesy Contacts Diversion Arbitration Contract Probation Graduated Responses Evaluation	 Recidivism Reduction - An effective case manager will need to understand and effectively use a Continuum of Services to ensure quality supervision and reduce recidivism. An expected outcome of utilizing a continuum of services is a reduction in recidivism. The following list represents a Continuum of services:
owerPoint Slide 26	 a. Walk ins / Courtesy Contacts b. Diversion *Arbitration *Contracts c. Probation d. Graduated Responses e. Evaluation f. Appropriate Alternative Placement g. Reintegration a. Graduated Sanctions: Defined as a uniformed system of structured and progressive responses that may be imposed to promote positive behavioral changes and to defer further delinquent behavior. Graduated responses are primarily used to enhance probation and parole supervision, however, may be used at the intake phase as a tool to delay prosecution. The development and implementation of a consistently clear process of graduated responses within the community provides a comprehensive system to include: (a) immediate sanctions for first time non-violent offenders, (b) intermediate sanctions for more serious offenders, (c) secure sanctions for violent offenders, and (d) positive responses and consequences for exceptional behavior juveniles under supervision.
Appropriate Alternative Placement Commitment Reintegration	involving juvenile justice entities, appropriate community organizations, and at least one other state human service agency for the purpose of providing recommendations for the Family Court or for DJJ staff in their management of the case. Interagency staffing encourages cooperation and communication between agencies to belo ensure access to the most cost effective and
SUPPORT DUTCE	between agencies to help ensure access to the most cost effective and appropriate services for the youth and their family. Interagency recommendations should be made in accordance with the DJJ Risk/Classification System and should occur at the pre-court stage for every case as well as in cases where serious cognitive delay, mental illness, or substance abuse is present. Staffings can also occur on an as-needed basis for

KEY POINTS/ TRAINING AIDS	LESSON FORMAT
TRAINING AIDS	c. Reintegration: Standards have been developed in order to assist the agency in reducing recidivism. Reintegration typically consists of a series of events specifying the particular course of treatment a youth should follow upon release from the facility. Reintegration begins at the time of commitment and should focus on the services, programs, and treatment that a juvenile should receive once released from the facility. It should also include preparation for housing, education, or employment if appropriate. This plan incorporates the findings from the juvenile's educational, health, mental health, and substance abuse assessments and promotes the continuation of treatments, therapy, and services begun in the facility. The reintegration process is developed by a team consisting of facility education, health/mental health and program staff, as well as parole/probation officers and case managers who establish formal links to community treatment providers to support the juvenile's transition from the confinement setting to the community. It is frequently referred to as an aftercare plan.
	Case Closure Exercise As part of Effective Case Management, you will be tasked with closing a juvenile's file when services are completed. What are some steps that need to be taken with the juvenile, and what are some steps that need to be taken with the file for case closure? VII. Case Closure The case manager may recommend termination of a juvenile under the supervision of DJJ for probation or parole with the supervisors' approval under the following circumstances:
	1) The juvenile completes the required period of supervision as stipulated by the Family Court Order or the Juvenile Parole Board;
Case Closure Steps • Evaluate Progress /outcomes • Review Earned Compliance Credit (ECC)	 2) The juvenile reaches the statutory age limit imposed by the SC Children's Code: a)Eighteen years of age for juveniles under probation supervision; b)Twenty one years of age for juveniles under parole supervision; 3) The juvenile has completed Court Order/Parole Agreement stipulations and has met their treatment goals and has the approval of the Family Court/Parole Board (this usually involves an early release). 4) The juvenile is released through ECC credit 5) Death
Staffcase for closure Review the file to ensure all aspects of th Court order have been completed Review the Case Management Plan (CMI Closure Interview Victim Notification (If appropriate) PowerPoint Slide 28	case closure steps with the juvenile

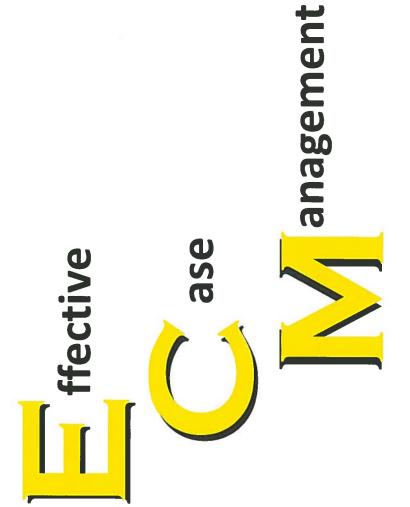
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KEY POINTS/ TRAINING AIDS	LESSON FORMAT					
Case Closure Steps, continued	Case Closure Steps with the file					
with file	1) Review the file to ensure all aspects of the court order have been completed					
 Check JIMS for Outstanding Locations and 	2) Check JJMS for Outstanding Locations and Obligations					
Obligations Review JIMS for outstanding referrals 	3) Review JJMS for outstanding referrals					
 Key release disposition in JJM5 	4) Key release disposition in JJMS					
 Bemove the Counselor assignment Close the Case Management Plan (CMP) 	5) Remove the counselor assignment					
 Present the file to a supervisor for final review 	6) Close the Case Management Plan (CMP)					
CASE CLOSED						
UADA CAL	7) Present the file to a supervisor for final review					
werPoint Slide 29	Successful Case Closure					
	From a restorative justice perspective, a juvenile offender is successful when he/she has demonstrated accountability for his/her actions. Accountability is not defined as taking					
	 punishment, but rather as accepting responsibility by: 1) Repairing the harm caused to his/her crime victim(s) and community to the 					
	degree possible, and					
	 Learning the skills (competency development) necessary to become a competent, law abiding, and productive citizen. 					
	Repairing the harm (making right the wrong) is accomplished by an offender completing					
	activities such as writing a meaningful apology letter to a victim, earning the money to p for damages caused to a victim, or performing community service work to earn his/her w back into the community. A critical component of repairing the harm is helping an offend understand the harm/impact that his/her crime has had on their victim and community. Requiring an offender to attend a Victim Impact Panel or Victim Impact Classes may caus him/her to realize the harm caused by their crime and potentially prevent future re- offending and re-victimization.					
	Learning skills (competency development) should be tailored to each individual offender and should be future oriented. The offender should engage in learning skills that will promote future success, i.e., employment skills, conflict management skills, social skills, e educational skills. The goal of competency development is for the offender to acquire th skills needed to become a law abiding, tax paying, and contributing member of society.					
Summary • Define Supervision • List at least 2 Components of Case • Management Supervision • Identify 4 Desired Outcomes for Effective						
Case Management Supervision Demonstrate ability to Incorporate Case Supervision Tools	VII. Summary (review of objectives) and Closure					

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KEY POINTS/	
TRAINING AIDS	LESSON FORMAT





Mark Cox, County Director, Sumter & Lee Counties Kristin Collins, Training Instructor

Case Management Supervision

Training Objectives

- Define Supervision
- List at least 2 Components of Case Management Supervision
- Identify 4 Desired Outcomes for Effective **Case Management Supervision**
- Demonstrate ability to Incorporate Case Supervision Tools



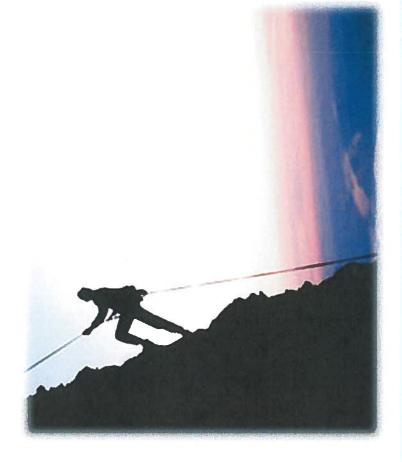
Supervision

Supervision is managing clients through them into a set of customized realistic strengths and needs and translating identifying & prioritizing individual goals, to include monitoring and reassessment to ensure success.



Supervision Practices

- Goal-driven
- Performance-based
- Outcome focused





Case Management Services

- Courtesy Contacts
- Intervention & Prevention
- Detention Screening
- Intake
- Probation Supervision
- Commitment
- Reintegration
- Parole Supervision





Effective Case Management Services

- Clear & Concise Communications
- Understandable Instructions
- Active Listening
- Thorough & Impartial Assessments
- Developing Attainable Case Management Plans
- Follow Up
- Regular Staffing
- Documentation

Supervision Practices Components of



- Client Services
- Supervision Services
- **Community Partnering Coalition Building and**
- Case Management Implementation

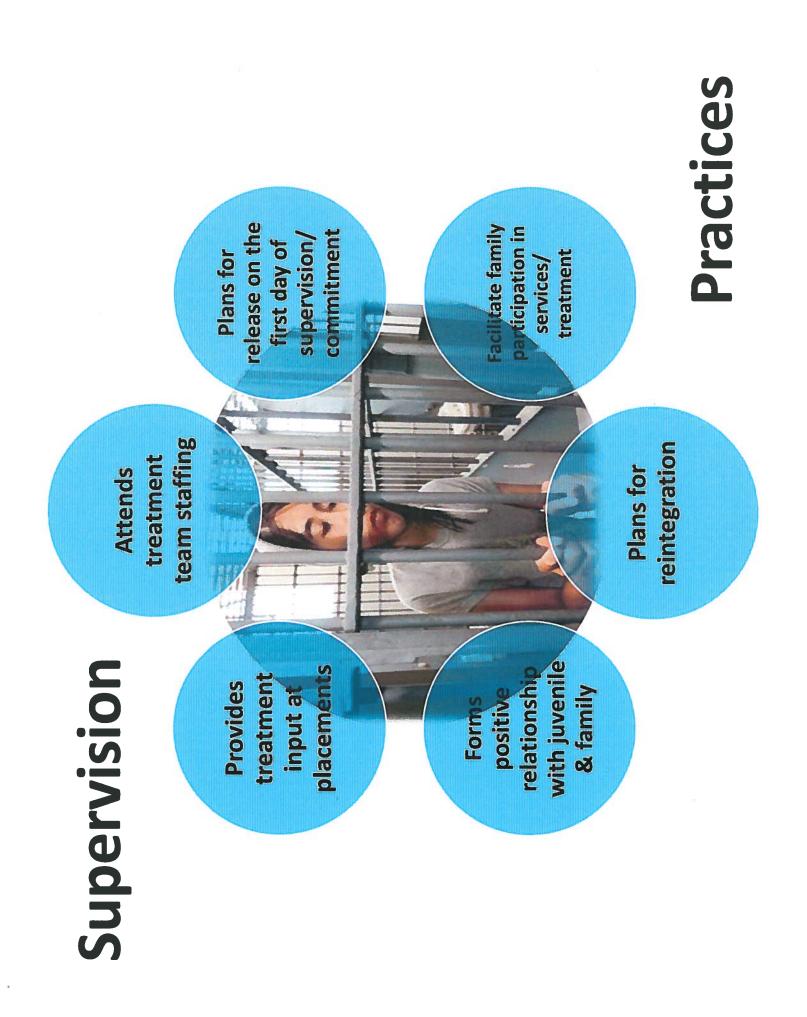
Client Services



- Positive Communication
 - Relationship Building
- Buy-in
- Strength-focused
- Coordinating Services
- Regular Contact
- Staffing case

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Considerations throughout Supervision

- Levels of supervision
- Description Standard
- Moderate
- Intensive
- Graduated responses
- Earned Compliance Credit
- Continuum of Services
- Least Restrictive Environment
- Victim Impact

On- Going Staffing At each major decision point

- Pre- court
- At disposition
- ECC
- CPRT
- Quarterly
- Crisis



- During changes found through re-assessment
- Violation consideration (victim notification)

For closure



Coalition Building/Community Partnering Collaboration for Success

- Maximizing Community Resources
- Creating Resources
- Linking / Brokering Services



izing Community Resources	Non-Traditional Resources	 SC Works Programs 	 Victim Impact 	Panel/Classes	 Specialized Programs 	Darenting Programs	Bullying Awareness	
Maximizing Com Resources	Traditional Resources	 Mental Health 	 Alcohol and Drug Abuse 	Commission	 Department of Disabilities 	and Special Needs	 Vocational Rehabilitation 	Case Management Supervision

Linking, Monitoring , and Evaluating **Community Resources**



- Make appropriate referrals based on needs
- Prepare juvenile and family for referral
- Supply thorough information to provider
- Monitor / Evaluate services
- Follow-up with service provider
- Discuss services with juvenile and family to verify occurrence
- Request monthly reports from provider



Community Resources

DJJ Initiatives

- TASC (Teen After School Centers)
- APO (Auxiliary Probation Officers)
- Victim Impact Classes/ Panels
- Family Solutions
- Choices

- GREAT
- Lunch Buddies
- Earn & Return
- Community Social Worker
- JRT (Job Readiness for Teens)



Community Resources Purchasing Services

- Intensive Family Services
- Wrap
- Transportation
- Behavioral Intervention / Modification
- Alternative Placement
- STAP -Short Term Alternative Placement
- Intermediate Group Care
- Intensive Group Care
- Therapeutic Foster Care



Successful Alternative Placement Components of

- Assessment / Needs
- Staffing (Include clinical staffing)
- Assess for Least Restrictive Environment
- Level of Placement
- Placement Matrix





Alternative Placement, continued **Components of Successful**

- Monitoring and follow up
- Placement Contact / Visits
- Planning for discharge



Transition from placement to home









Needed for Placement Initiation

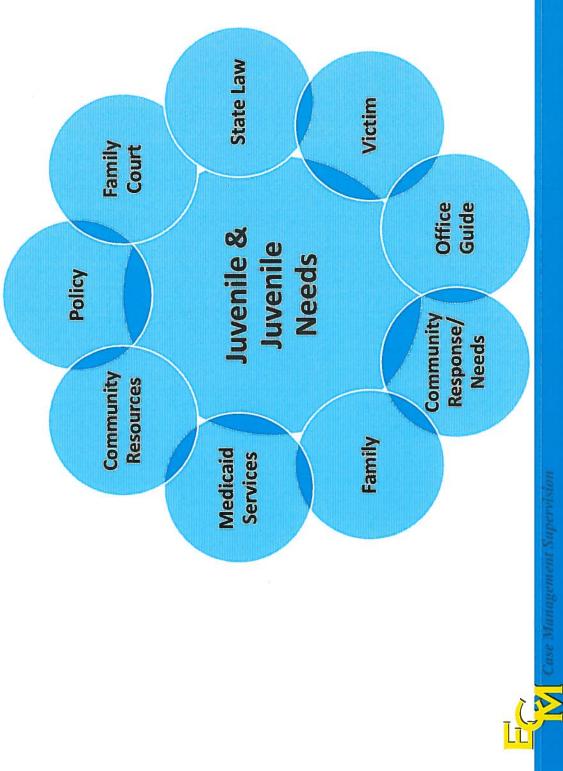
- Universal Application
- Staffing Form
- Parent Signature Form





Case Management Implementation

Factors Impacting Supervision



Supervision Outcomes

- Accountability
- Least Restrictive Environment
- Competency and Skill Development
- Victim Restoration
- Reduce Recidivism
- Case Closure





Accountability

- The DJJ Report Card
- Medicaid Reviews
- PBS (Performance Based Standards)
- Quarterly Staffing
- Interagency Staffing





Least Restrictive Environment

- Walk-Ins
- Arbitration
- Contract
- Probation
- Graduated Responses*
- Evaluation
- Placement
- Commitment

*Graduated Responses should be utilized at each level of care.





A major goal of Competency Skill Development is to help a juvenile **Competency Skill Development**

develop skills which will make them more employment ready.

- Community service
- Choices
- Job Readiness for Teens
- Conflict Resolution
- G.R.E.A.T.
- Other Community Initiatives

Victim Restoration	Restorative Justice theory states: Crime is a violation of people and of interpersonal relationships. These violations create obligations and the central obligation is to right the wrong.	 Monetary Restitution 	 Community Services that restore the victim and repair the community 	 Attend to the needs of victims both short and long term. 	
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Case Management Supervision

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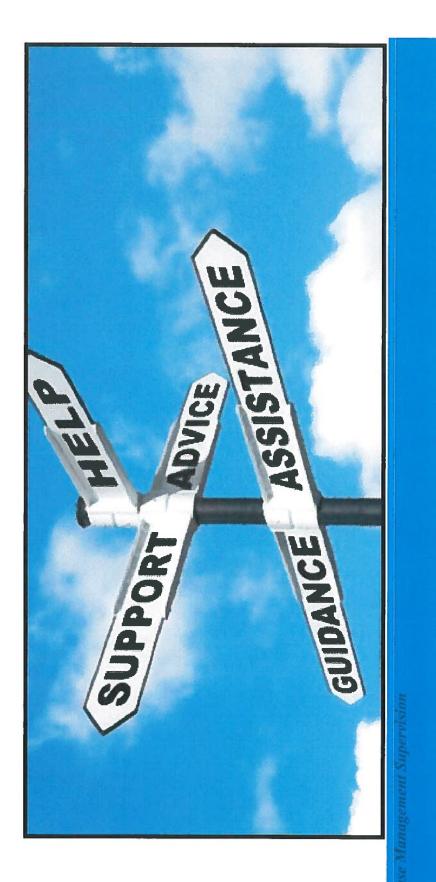
Recidivism Reduction

An expected outcome of utilizing a continuum of services is a reduction in recidivism.

- Continuum of services
- Walk-Ins / Courtesy Contacts
- Diversion
- Arbitration
- Contract
- Probation
- Graduated Responses
- Evaluation



- Appropriate Alternative Placement
- Commitment
- Reintegration



LL

Case Closure Steps



- Evaluate Progress /outcomes
- Review Earned Compliance Credit (ECC)
- Staff case for closure
- Review the file to ensure all aspects of the
- Court order have been completed
- Review the Case Management Plan (CMP)
- Closure Interview
- Victim Notification (if appropriate)

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Case

with file

- Check JJMS for Outstanding Locations and Obligations
- Review JJMS for outstanding referrals
- Key release disposition in JJMS
- Remove the Counselor assignment
- Close the Case Management Plan (CMP)
- Present the file to a supervisor for final review



Summary

- Define Supervision
- List at least 2 Components of Case
- Management Supervision
- Identify 4 Desired Outcomes for Effective
- Case Management Supervision
- Demonstrate ability to Incorporate Case
- Supervision Tools



For questions or additional information please contact:

Mark Cox

County Director - Sumter/Lee Counties Office: (803)778-2368 Email: macox@scdjj.net

Kristin Collins

Training Instructor Office: (864) 467-5880 Email: klcoll@scdjj.net

THE FOLLOWING OFFICES HAVE BEEN DESIGNATED TO HANDLE INQUIRIES REGARDING The South Carolina Department of Juvenile Justice does not discriminate in any programs or activities on the basis of race, color, national origin, sex, disability or age. Title II & 504 – Special Education Office – 803-896-8484 Title IX –Inspector General's Office – 803-896-9595 THE NONDISCRIMINATON POLICIES:



ATTACHMENT 5

STATE OF SOUTH CAROLINA	
EMPLOYEE PERFORMANCE MANAGEMENT	SYSTEM

Name	Personnel No.:
Agency South Carolina Departm	
Department	
Position Classification	
Date Assigned to Current Position	
Performance Review From	То
PLA	ANNING STAGE ACKNOWLEDGMENT
Rating Officer	Date
Reviewed by	
	Date
EMPLOYEE.)	HE PLANNING STAGE AND POSITION DESCRIPTION WERE REVIEWED WITH THE
Rating Officer	Date
Reviewed by	Date
Reviewing Officer Comments _	
Employee	Date
MY SIGNATURE INDICATES THAT I WAS (WITH MY SUPERVISOR - NOT THAT I NEC	GIVEN THE OPPORTUNITY TO DISCUSS THE OFFICIAL PERFORMANCE REVIEW ESSARILY AGREE.)
Employee Comments	

Classification, referral or in any other aspects of employment, on the basis of race, color, religion, sex, disability or national origin. Any acts you feel is in violation please contact the Office of Human Resources 4650 Broad River Road, Willow Lane Campus Columbia, SC 29212 (803) 896-4733. The South Carolina Department of Juvenile Justice's School District also does not discriminate in any programs or activities on the basis of race, color, national origin, sex, disability or age. The following offices have been designated to handle inquiries regarding the school district's nondiscrimination policies: Title IX - Inspector General's Office - 3208 Broad River Road, Columbia, SC 29210-5427 – Ph: 803-896-9595; 504 Special Education Office, 1830 Shivers Road, Columbia, SC 29210-5416 – Ph: 803-896-8484.

INSTRUCTIONS

THE PLANNING STAGE

JOB DUTIES - The supervisor, utilizing suggestions from the employee, shall select job duties from the employee's most recent position description and develop criteria for each duty. All supervisory employees are required to be reviewed **"completes each rated employee's performance appraisal in a timely manner."**

OBJECTIVES - This section allows the supervisor to include any additional special projects or program assignments that are not on the position description but that are assigned to the employee during the rating period. **Objectives are optional**, but if used, criteria are required for each objective.

PERFORMANCE CHARACTERISTICS - Performance characteristics and their definitions should be directly related to the employee's job and may be selected by the supervisor and the employee from a list developed by the Division of Human Resource Management. All management and supervisory employees are required to be reviewed on "promoting equal opportunity." (Performance characteristics will not be rated with the three levels of performance. They should be rated as "pass" or "fail.")

The supervisor should meet with the employee to discuss the position description and how it relates to the job duties and objectives for the upcoming year. After this discussion, the supervisor shall complete the planning stage of the document. Prior to discussion of the completed planning stage with the employee, the supervisor will meet with the employee to review the final plan for the year and obtain the employee's signature. The completed planning document will be placed in the employee's personnel file to be used as the evaluation document at the end of the review period.

THE EVALUATION STAGE

The supervisor will complete the evaluation document based on the employee's performance for the entire year. Using the three levels of performance outlined below, job duties and objectives shall be rated on how well the employee has met with criteria as outlined in the planning stage. Performance characteristics will be rated as "pass" or "fail" based on the definitions, which were communicated to the employee in the planning stage. The characteristics shall be used as a communication tool and shall not be weighed in the determination of the overall performance rating.

Once the supervisor has completed the evaluation document, it will be presented to the reviewing officer for signature. The supervisor will then schedule a meeting with the employee to discuss his/her performance and to obtain the employee's signature on the evaluation document. The evaluation must be completed prior to the review date to be timely.

THREE LEVELS OF PERFORMANCE

(To rate job duties, objectives and overall performance)

EXCEPTIONAL - Work that is above the criteria for the job function throughout the rating period.

SUCCESSFUL - Work that meets the criteria of the job function throughout the rating period.

UNSUCCESSFUL - Work that fails to meet the criteria of the job function throughout the rating period.

30 % 1. Job Duty: Monitors juveniles in the institution, home, school and community through individual, family, school and agency contacts in accordance with DJJ policies and procedures to ensure the juvenile's compliance with conditional release, court orders and DJJ staff instructions, and to direct clients and families toward positive outcomes. Input all required information into appropriate systems to include JJMS and databases.

Criteria: Carries a case load of juveniles, incarcerated or on parole/probation/ intake status as required and is thoroughly familiar with the file of each juvenile case and social situation. Has regular contact in accordance with DJJ policy and procedure for level of supervision (standard, moderate, intensive) or on an as needed basis, to ensure that the juvenile and family needs are met and that the juveniles are in compliance with their conditional release, court orders and any instructions from DJJ staff. Visits the juvenile on a quarterly basis in the home and school and has at least one face to face contact with juveniles on probation/parole on a monthly basis in accordance with DJJ policy and procedure. Follows Intensive Supervision model for those clients under intensive or moderate supervision. Addresses issues as they arise and implements solutions and interventions in a timely fashion to include appropriate level of supervision and uses graduated sanctions, rewards and other methodologies to ensure juvenile is compliant with requirements of probation/parole. Violations of probation/parole will be appropriately staffed and dealt with in a timely manner and in accordance with the DJJ policies and procedures. Actively seeks alternatives to detention (STAPs) for juveniles being charged by law enforcement and in making recommendations to the Parole Board and/or court. Monitors ECC database for accuracy of completion dates and accurately inputs information into databases for Medicaid billing.

25 % **2. Job Duty:** Prepares comprehensive casework and administrative records, reports, documents, and maintains complete and accurate client records.

Criteria: Maintains accurate and timely case management records on all cases according to established DJJ policies and procedures to include but not limited to required updates on the CAE and CMP. Activity Notes shall accurately describe services provided and detail the actions of the case manager and the juvenile and will be completed within the specified time frame. Reviews of files with a supervisor are to be completed in a timely manner (quarterly or at PRT if applicable) and properly documented in the case file. JJMS updates are to be maintained and updated in a timely manner. Ensures all community service and restitution is completed, documented in the file and into JJMS obligations. Other reports required by the supervisor will be completed by the suspense dates and in a manner directed. The 6 sided folders will be maintained in accordance with DJJ and Spartanburg County Office policies and procedures.

- 10 % 3.
 - Job Duty: Provides intake services for the Spartanburg County Office to all new referrals as well as existing cases to include active probation cases.

Criteria: Conducts intake services for juveniles in accordance with DJJ and Spartanburg County policy and procedure. Completes and/or reviews all required intake forms and inputs data on JJMS and other systems as required in a timely and efficient manner and in compliance with policy time frames. Processes intake referrals, schedules intake appointments as needed and meets with juvenile and parents to discuss the case(s) as needed. Handles all aspects of detentions in accordance with DJJ policy and procedure and provides appropriate alternatives to detention in responding to law enforcement. Accurately completes the detention screening form and process in accordance with policy. Assists in the preparation of the court docket, presents in court, coordinates activities with the Clerk's Office, schedules detention and other proceedings with Solicitor's Office and coordinates secure juvenile transports and guardian court notifications. Prepares for, coordinates and actively participates in weekly interagency and other staffing. Conducts pre-adjudicatory and pre-release investigations and furnishes the court with social and background information for judicial proceedings concerning a juvenile's home, school and community status during intake.

4. Job Duty: Uses assessment tools and interview techniques to obtain crucial information regarding juvenile and family needs. Develops juvenile's case management plan (CMP) in accordance with DJJ policy and procedure and Medicaid standards. Conducts pre-release investigations of institutionalized juvenile's home, school, and community status to determine suitability of juvenile's return and help in formulating aftercare plans to include return from a detention facility or evaluation center.

> **Criteria:** Completes GAINS assessment if applicable and makes recommendations accordingly. Accurately assess file information and implements case management plans in accordance with DJJ policy and procedures. Juvenile and family strengths and weaknesses should be correctly identified using file information and direct observation to develop goals for juvenile. Maintains contact with the parent/guardian and juvenile in accordance with DJJ policy and procedure and ISO model. Completes initial and quarterly board reports, according to policy if applicable. Creates new case management plan and/or updates the existing plan to ensure it is current and meeting the needs of the juvenile and the requirements of the court order and DJJ policy and procedure.

15 % 5. Job Duty: Serve as a liaison with the community to include alternative and other schools, child serving agencies and volunteer programs. Makes referrals and acquires placement in local and statewide

% 10

Page 4 of 5

JOB DUTIES

placement facilities for short term emergencies and or long term care. Assists with courtesy contact program and actively supports community service efforts. Promotes and assists with DJJ programs in the community and utilizes resources for the benefit of the juvenile and family. Represents DJJ to the community, local youth and family serving agencies and is professional at all times and in all forums.

Criteria: Establishes and maintains working relationships with and acts as a liaison to local schools, child serving agencies, volunteer programs and all alternative placements. Participates in care planning while in residential care or while at BRRC. Visits juvenile's in placement and/or institutions quarterly and staffs cases with facility personnel, maintains documentation of progress in juvenile file. Actively utilizes community service worksites, agency and community resources, monitors juveniles performance and inputs activity into JJMS/Activity Notes.

% 6. **Job Duty:** Conducts pre-adjudicatory and pre-release investigations and furnishes the courts, solicitor and defense attorney with social and background information concerning the juvenile's home, school and community status during the judicial proceedings.

Criteria: Will complete court recommendation form(s) and provide to the courts, solicitor and defense attorney for court proceedings. Will include all known relevant information with regard to school, home and community behaviors and reports such as school records or records from other child service agencies. Will provide other records and needed/required.

ACTUAL PERFORMANCE

OBJECTIVES

(Optional)

PERFORMANCE LEVEL

10

1. Objective:

Criteria

2. Objective:

Criteria

ACTUAL PERFORMANCE

PERFORMANCE CHARACTERISTICS

1.	Characteristic:	Self Management
----	------------------------	-----------------

Definition: Works with minimal supervision, manages own time effectively, maintains control over all current projects/responsibilities. Follows up on all relevant issues.

2. Characteristic: Responsibility

Definition: Asks for work after completing assignments and does not make excuses but address problems squarely. Offers action plans to resolve problems and suppresses self forgiving tendencies regarding so called uncontrollable elements.

3. Characteristic: Initiative

Definition: Starts assignments without prompting and independently contributes ideas and projects. Sees and acts upon new opportunities. Thinks and acts independently and promptly address problems.

4. Characteristic: Dependability/Reliability

Definition: Employee can be relied upon to meet work schedules and fulfill job responsibilities and commitments. Meets deadlines and follows instructions.

PASS/FAIL

5. Characteristic: Teamwork

3

Definition: Degree to which one works effectively and cooperatively with others and other departments in achieving organizational goals. Degree of responsiveness to organizational needs.

6. Characteristic: Adaptability

Definition: Employee can adapt to job or organizational changes. Readily accepts new responsibilities and assignments.

7. Characteristic: Communication ability

Definition: Ability of employee to present accurate information to other employees, peers, and superiors. Actively seeks to impart knowledge to others or address issues.

SUMMARY AND IMPROVEMENT PLAN

Identify the employee's major accomplishments, areas needing improvement, and steps to improve present and future performance.

APPRAISAL RESULTS

_____ Exceptional

Successful

Unsuccessful

ATTACHMENT 6

OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

SOLICITATION # 5400007516

State of South Carolina



Request for Proposal

DESCRIPTION: MARINE & WILDERNESS CAMPS FOR SCDJJ

USING GOVERNMENTAL UNIT: SCDJJ Administration

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:					
MAILING ADDRESS: Materials Management Office PO Box 101103 Columbia SC 29211	· · · · · · · · · · · · · · · · · · ·	PHYSICAL ADDRESS: Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201			
SUBMIT OFFER BY (Opening Date/T	ime): 05/22/2014	1 2:30 P.M. (See "Deadline For Submission Of Offer" provision)			
QUESTIONS MUST BE RECEIVED	BY: 04/30/2014				
NUMBER OF COPIES TO BE SUBMITTED: See Section IV Information for Offerors to Submit on page 32					
CONFERENCE TYPE: Not Applicable DATE & TIME:			LOCATION: Not Applicable		
(As appropriate, see "Conferences - Pre-Bid/Proposal" &	"Site Visit" provisions)				
AWARD & Award will be posted AMENDMENTS notices will be posted	on 06/17/2014 . The at the following we	e award, thi eb address: 1	is solicitation, any amendments, and any related http://www.procurement.sc.gov		
Unless submitted on-line, you must subm You agree to be bound by the terms of th calendar days after the Opening Date.	e Solicitation. You a	agree to hold	ith Your Offer. By submitting a bid or proposal, d Your Offer open for a minimum of sixty (60) pur Offer" and "Electronic Signature" provisions.)		
ti a a			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		TAXPAYER IDENTIFICATION NO.			
(Person must be authorized to submit binding offer to cont	mat on babalf of Offerer)				
TITLE		.) (See "Taxpayer Identification Number" provision) STATE VENDOR NO.			
		STATE VENDOR NO.			
(business title of person signing above)		(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)			
PRINTED NAME	DATE SIGNED	STATE OF INCORPORATION			
(printed name of person signing above)		(If you are a co	orporation, identify the state of incorporation.)		
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision			(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 Tw	o with Your Of	fer)			
HOME OFFI principal place o	CE ADDRESS f business)	(Address for offered	or's home office /	NOTICE A related notices	DDRESS (Address should be sent.) (See	to whicl "Notice'	n all procur ' clause)	ement and contract
			Contact Person					
			Address					
			City/State/Zip					
			Area Code - Number - Extension Facsimile					
				E-mail Addres	S			
PAYMENT A (See "Payment" of	PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)			ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)				
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)			Order Address same as Home Office Address Order Address same as Notice Address (check only one)					
	EDGMENT OF . ledges receipt of am			mber and its date	e of issue. (See "Amen	dments 1	to Solicitati	on" Provision)
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment N	0. Amendment Issue Date	Amen	dment No.	Amendment Issue Date
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Preferences 35-1524, par	do not apply rt (5).	to Request fo	r Proposals p	er SC Cons	olidated Procur	emen	t Code	Section 11-
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I. SCOPE OF SOLICITATION

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

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

INTRODUCTION

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

DEFINITIONS

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

- A. The term "Director" means the Director of the Department of Juvenile Justice or his/her official designee.
- B. The term "Contracting Officer" means the person delegated by the Director of Department of Juvenile Justice to oversee the implementation of this contract.
- C. The term "Project Monitor" means the individual designated by the Contracting Officer to serve as the liaison with the contractor(s).

The Project Monitor is responsible for:

- 1. Coordinating the activities of the contractor(s) with other Department of Juvenile Justice funded projects; and
- 2. Such other specific responsibilities as are stipulated in various clauses of the contract. The Project Monitor is not authorized to make any commitments or otherwise obligate the Department of Juvenile Justice or authorize any changes to the contract, which affects the contract price, terms, or conditions. Any such changes will be referred through the Project Monitor to the Director of Procurement. No such changes will be made without the expressed prior authorization of the Director of Procurement Services.
- G. The term "Quality Assurance Monitor" means the individual(s) designated by the Director of the Department of Juvenile Justice to ensure that the requirements of the contract are being implemented as required. This includes, but is not limited to State Standards for Residential Services, Education, and Facility Standards. The Quality Assurance Monitors conducts reviews, outlines required corrective action, and follows up to ensure that corrective action is implemented.
- H. The term "client" means any juvenile who is under the supervision of Department of Juvenile Justice and who has been referred to the contractor(s).
- I. The term "juvenile" means service recipients in these residential programs.
- J. The term "slot" means one juvenile enrollment in the contractor's program.

The term "Materials Management Office" or "MMO" means the State of South Carolina Office of General Services, Materials Management Office.

ACQUIRE SERVICES (JAN 2006)

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

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

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

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

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

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AWARD NOTIFICATION (NOV 2007)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

only one legal entity; "joint bids" are not allowed. [02-2A015-1] BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Unit(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-

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

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

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

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (JAN 2006)

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

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

PROTESTS (JUNE 2006)

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (JAN 2004)

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

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

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

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

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

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://scemd.org/index.php/department/response/severe-winter-weather [02-2A120-2]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

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

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

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

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

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit 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)

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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]

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II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

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

(a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.(c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-1]

CLARIFICATION (NOV 2007)

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

DISCUSSIONS and NEGOTIATIONS (NOV 2007)

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

MAGNETIC MEDIA – REQUIRED FORMAT (MOFDIFIED)

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

SUBMITTING REDACTED OFFERS (MODIFIED)

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

MAIL PICKUP (JAN 2006)

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

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

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

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.sc.gov ,

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

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

SITE VISIT -- BY APPOINTMENT (JAN 2006)

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

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

III. SCOPE OF WORK/SPECIFICATIONS

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

South Carolina Department of Juvenile Justice 1711 Shivers Road Columbia, SC 29221 [03-3030-1]

SERVICES

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

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

PROGRAM DESCRIPTION

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

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

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

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

A. Description of Juveniles to be Served

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

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

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

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

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

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

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

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

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

- 1. Staffing
 - a. Staff will include three Human Services Professionals who have obtained a masters degree in the behavioral sciences and experience in the provision of substance abuse services.
 - b. These Human Services Professionals will be Certified Addictions Counselors (CAC's) or will be working toward certification.
- 2. Services
 - a. The program components will be defined. The curriculum and services offered will be recognized as best practice models with respect to substance abuse rehabilitation by professionals as identified by the Department of Juvenile Justice.
 - b. Programming should take into account the developmental level of adolescents and should include both psycho-educational and cognitive-behavioral group formats.
 - c. Programming should include family involvement with an eye toward family and community re-integration.

- d. Juveniles should receive a minimum of three group sessions per week, which are conducted by a Masters Level therapist with no more than 12 juveniles participating in each group session.
- e. Non-clinical staff should receive training in normal adolescent development and basic substance abuse theory in order to play an integrated role in the program.
- f. Utilization of external support groups such as Alateen is encouraged.
- 3. Aftercare Planning
 - a. Aftercare planning will be initiated for each juvenile upon his arrival, and contact will be made with service providers in the juvenile's home county (e.g., The Bridge or local Commission) to ensure continuity of services from the program to the community.
 - b. Compliance with aftercare services should be strongly supported and encouraged.

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

Applicable to all Programs

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

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

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

B. Facilities

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

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

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

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

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

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

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

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

C. Programmatic Requirements

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

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

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

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

The following issues are listed for clarification:

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

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

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

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

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

Regardless of level of care, awake supervision will be provided 24 hours a day, 7 days a week. Contractors should be prepared to intensify staffing and supervision during emergencies, which include but is not limited to situations in which a pick up order is being secured or a transport by the SCDJJ police is being arranged. Educational and vocational services must be provided on site and in compliance with guidelines and requirements outlined by the State Department of Education. *(Attachment 3)*. Teachers that are hired should be certified in one of the four core areas which include Math, English, Science, and Social Studies.

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

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

Program objectives will include the following:

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

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

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

D. Aftercare Program required for Camp Aspen and Generations

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

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

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

E. Medical and Dental Services

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

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

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

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

F. Food Services

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

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

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

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

G. Prison Rape Elimination Act (PREA) Standards

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

ADDITIONAL PROVISIONS

A. PERSONNEL

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

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

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

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

B. REVIEW

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

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

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

C. HEALTH AND SAFETY STANDARDS

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

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

D. COORDINATION

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

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

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

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

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

F. CONFIDENTIALITY

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

G. SAFETY PRECAUTIONS

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

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

H. REQUIREMENTS FOR DRIVERS

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

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

I. JUVENILE INJURIES AND ILLNESSES

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

J. CHILD ABUSE

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

K. INAPPROPRIATE PHYSICAL CONTACT WITH CLIENTS

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

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

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

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

L. RELIGIOUS BELIEFS

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

M. DISCLOSURE OF INFORMATION

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

N. RECORDS

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

O. INSPECTION AND AUDIT

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

P. PRESERVATION OF RECORDS

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

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

Q. REPORTS

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

R. NOTICE TO THE STATE REGARDING PERFORMANCE REQUIREMENTS

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

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

S. METHOD AND SOURCE OF PAYMENT

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

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

T. ALLOWABLE COSTS

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

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

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

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

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

U. GRIEVANCES

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

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

Technical Proposal

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

Price Proposal

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

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

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

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

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

All information must be presented in the listed order:

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

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

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

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

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

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

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

8 Beds at Camp Sandhills- \$309,837

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

16 beds at Camp Bennetsville- \$618,728

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

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

Note:

- 1. Should there be requested and approved cost of living adjustment(s) the cost for the purchase of these additional beds would be adjusted accordingly.
- 2. During peak periods numbers 1 through 3 above may be purchased for a temporary period of time in 30 day increments. The above purchase costs are an annual figure. The cost would be pro-rated in accord with the time period purchased.
- 3. Regarding the oversight of Camps Bennettsville 2 and White Pines 2, at the sole discretion of DJJ, the upkeep and management of these properties by the Provider may be terminated at any time.
- **D.** <u>Oral Presentation</u>: Offeror will be required to give up to a 30-minute presentation to the evaluation panel members, with the presentation content and structure to be determined by the offeror. The presentation will be followed by about a 20-minute session for questions, answers and discussion with the evaluation panel. Oral Presentation and responses to questions should verify or clarify what is written in the Offeror's proposal. Offeror's representatives who would supervise and be involved with providing services should be key presenters in the presentation. Travel expenses and all other costs incurred to participate in the oral presentation are the responsibility of the Offeror. Procurement Officer will have the option to waive the Oral Presentation requirement.

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

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity:

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

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

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

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

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

[] Traditional minority

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

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

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

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

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

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (MODIFIED)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

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

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

NOTE:

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

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

[06-6065-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT (JAN 2006)

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

BANKRUPTCY (JAN 2006)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NON-INDEMNIFICATION (JAN 2006)

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

NOTICE (JAN 2006)

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

PAYMENT and INTEREST (MAY 2011)

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

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SETOFF (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONTRACTOR'S LIABILITY INSURANCE (MAR 2013)

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

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

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

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

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it. (d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time. (e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

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

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

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

[07-7B056-1]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

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

DEFAULT (JAN 2006)

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

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the

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

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

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

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

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

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

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

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

ILLEGAL IMMIGRATION (NOV. 2008)

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

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

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

LICENSES AND PERMITS (JAN 2006)

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

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

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

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

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

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

PRIVACY -- WEB SERVICES (JAN 2006)

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 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 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

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

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

(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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

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

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

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

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

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

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

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

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

IX. ATTACHMENTS TO SOLICITATION

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. <u>DO NOT</u> mark your entire bid/proposal as confidential, trade secret, or protected! <u>Do not</u> include a legend on the cover stating that your entire response is not to be released!

- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

- Make sure your Bid/proposal includes the number of copies requested.

- Check to ensure your Bid/proposal includes everything requested!

- If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

ATTACHMENTS

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ATTACHMENT 1

STATE STANDARDS

FOR

RESIDENTIAL SERVICES

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GROUP CARE INTENSIVE SERVICES

DEFINITION AND AUTHORIZATION

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

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

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

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

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

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

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

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

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

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

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

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

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

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

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

Staff-to-Children Ratios:

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

<u>Program Hours</u> - 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.

<u>Sleeping hours</u> - 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.

<u>Alternative Settings</u> – 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.

<u>Crisis Intervention</u>: 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
- 3. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> focusing on relating to others now and in the future. This may include personal development, cultural awareness, communication and relationships education and training.
- 6. <u>Work and Study Skills</u> 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.

<u>Recreation and Leisure</u>: 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.

<u>Educational Services</u> - Services provided shall include:

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

<u>Vocational Services</u>: 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

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

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

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

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

DOCUMENTATION

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

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

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

GROUP CARE INTERMEDIATE SERVICES

DEFINITION AND AUTHORIZATION

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

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

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

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

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

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

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

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

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

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

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

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

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

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

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

Staff-to-Children Ratios:

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

<u>Program Hours</u> - 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.

<u>Sleeping hours</u> - 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.

<u>Alternative Settings</u> – 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.

<u>**Crisis Intervention:**</u> 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
- 3. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> focusing on relating to others now and in the future. This may include personal development, cultural awareness, communication and relationships education and training.

6. <u>Work and Study Skills</u> 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.

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

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

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

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

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

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

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

Educational Services - Services provided shall include:

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

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

<u>Vocational Services</u>: 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.

<u>General Care:</u> 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:

<u>Physical Care</u>: 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.

<u>Social Care:</u> 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.

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

DOCUMENTATION

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

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

GROUP CARE INDEPENDENT LIVING SERVICES

DEFINITION AND AUTHORIZATION

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

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

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

The goals of GCILS are to:

1. Reduce problem areas that prevent successful independent living

2. Develop and implement an independent living plan that will identify the skills necessary to function independently and be self-sufficient

- 3. Develop or increase skills in stress management, decision making, problem solving, and coping
- 4. Develop or increase basic life skills that contribute to successful independent living
- 5. Reduce barriers that impede the youth's ability to function independently within the community or independently with non-residential supports by creating realistic opportunities for the youth to a practice/apply the skills listed in 3 and 4

6. Develop a protected living environment for the youth requiring long-term protected care, which promotes development of his/her maximum possible independent living skills and abilities while providing the appropriate oversight and monitoring necessary for the youth to succeed.

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

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

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

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

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

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

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

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

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

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

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

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

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

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

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

Staff-to-Youth Ratios:

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

<u>Program Hours</u> – 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.

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

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

INDEPENDENT LIVING ASSESSMENT

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

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

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

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

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

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

PROGRAM COMPONENTS

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

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

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

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

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

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

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

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

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

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

- 1. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> 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. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> 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. <u>Work and Study Skills</u> 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. <u>Abstract Skills</u> 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.

<u>Recreation and Leisure</u>: 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 must receive a free appropriate public education (FAPE) as defined by the Individuals with Disabilities Education Act (IDEA).

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

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

Educational Services - Services provided shall include:

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

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

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

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

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

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

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

Behavior Management includes:

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

<u>General Care:</u> 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.

<u>Social Care</u>: 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

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

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

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

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

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

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

<u>**Crisis On-Call:**</u> 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

<u>General Requirements</u>: 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.

<u>Abbreviations</u>: 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

<u>General Requirements:</u> 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:

• <u>Presenting Problem</u> – Presenting problem statements that outline the specific behavior(s) that validate the need for and appropriateness of the level of care.

- <u>Long-Term/Discharge Goals</u> 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.
- <u>Short-Term Objectives</u> 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.
- <u>Interventions</u> 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.
- <u>Criteria for Achievement</u> 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.
- <u>Target Dates</u> 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.

<u>**Participation in Individual Care Planning:</u>** 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.</u>

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.

<u>Coordination and Notification</u>: 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.

<u>Required Signatures:</u> 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.

<u>Participation in Independent Living Planning</u>: 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.

<u>Modifications to the Independent Living Plan</u>: 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

<u>General Requirements:</u> 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. <u>All providers will document services using the Progress Summary Notes effective January 1, 2009.</u>

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

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

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

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

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

All Progress Summary Note entries must:

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

A copy of a suggested Progress Summary Note is located at the end of these Standards. Providers are not required to use this form, but <u>must</u> 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

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

1. Children shall have a right to dignity, privacy, and humane care.

2. Nothing shall restrict or infringe on a person's right to religious preference and practice. The provider shall make all reasonable efforts to ensure that every child is afforded the opportunity to participate freely in religious activities and/or services in accordance with his/her own faith, however, the provider shall not coerce or require children to participate in religious activities, and the provider shall offer comparable alternative secular programming for those children who do not chose to participate in religious activities.

3. Children shall receive services, within available sources, which protect the personal liberty of the individual and which are provided in the least restrictive conditions necessary.

4. Children shall have a right to participate in an appropriate program of quality education and training services, within available resources, regardless of chronological age or degree of disability.

5. Children shall have a right to social interaction and to participate in community activities.

6. Except to the extent that it is required by the medical needs, safety, or goals of the child to impose restrictions, children shall be allowed to communicate by sealed mail, telephone, or otherwise persons, including official agencies inside or outside the institution. Reasonable access to writing materials, stamps, envelopes, and telephone must be provided.

7. Children shall have right to visitation subject to reasonable rules of the facility. Family visitation will not be withheld as a consequence for the child's problematic behavior. However, nothing in this provision shall be construed to permit infringement upon other children's privacy.

8. Children have the right to the possession and use of their own clothing, and personal effects, except in specific instance where the use of some of these items as reinforcers is essential for training the child as part of an appropriately approved behavioral program.

9. Children have the right to daily physical exercise.

MEDICATIONS

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

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

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

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

<u>Medication Logs</u>: 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CRITICAL INCIDENTS

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

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

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

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

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

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

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

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

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

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

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

Critical Incident Report: A Critical Incident Report that can be used by providers is found as an Attachment of this document. Providers are not required to use this form, but <u>must</u> 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.

TEMPORARTY 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

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

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

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

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

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

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

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

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

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

Attachments to State Standards Request for Dual Placement in a Therapeutic Foster Home

Child A (request to be place	d):	Date dual placement to begin			
Name	Gender /age	Caseworker's name, office/agency, phone #			
Reason/Justification for Dual	Placement:				
· · · · · · · · · · · · · · · · · · ·		be in therapeutic care (history), and current behaviors:			
	Date of Placement in this home				
Name	Gender /age	Caseworker's name, office/agency, phone #			
Describe the behaviors that ca	used Child B to b	e in therapeutic care (history), and current behaviors			
Name of foster parent(s): Address:		•			
List all other children in the fo Name	Gender /age				
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 Supervisor for Child A	Signature	Date
B. I/we recommend (accept) dual pl	acement	
Name of Caseworker for Child B	Signature	Date
Name of Supervisor for Child B	Signature	Date
Approval: I agree to the dual placemen	t described above.	
/		
Name of Approval Authority/Designee	for Child B Signature	Date

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RESIDENTIAL GROUP CARE WEEKLY PROGRESS SUMMARY NOTE

1. Client Name (Last, First, MI)			Date of Birth:					
2.								
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	
Date (Mo/Day/Yr)								
Present/Absent								
3. Client participated in the f	ollowing pr	ogram com	ponents th	is week:		<u> </u>	<u></u>	
Assessment/CareEducational/VocationalCrisisTransitional PlanningEducational/VocationalCrisisTransitional Intervention Services							tional	
Behavior Management	Life SI			Recreat	Car (So	_Genera re ocial, Ph otional)		
4. Summary should include an integrated review of the services provided by the program. Documentation should include the following: a) General observations of the client; b) Services provided to the child: c) the child's response to services; d) interaction and involvement of staff; and e) future plans for working with the child. The child's progress toward long and short-term goals should also be documented.								
• • •								
5. Staff Signature and Title		Date:	6. HSP Date:	Signatur	e and Titl	e		

CRITICAL INCIDENT REPORT

1.	Name of program/level of care:					
2.	Location of incident:					
3.	Name of client:					
4.	Date of incident: (month, day and year) Time: AM/PM (circle one)					
5.	Name of staff(s) involved in the incident:					
6.	Type of critical incident (check all that apply) Attempted suicide by a client					
	Death of a client					
	Off-site emergency medical treatment (location:) Off-site emergency assessment (location:)					
	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:					
Report or involvement of an outside regulatory agency (agency involved:						
	Placement in Seclusion or Restraints					
	Emergency change of placement:					
	□ Discharge □ Hospitalization □ Incarceration □ Internal Transfer					
	□ Other:					
	Removal from school:					
	□ Suspension (# of days:) □ Expulsion □ Medical Homebound					
	□ Homebased □ Other:					
	Other:					
7.	Describe the incident and the circumstances surrounding it (attach additional pages if necessary):					

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

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

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

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

12. Signatures:

Signature and Title of Person Who Completed This Report

Date

Signature and Title of Administrative Reviewer

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

Date

The actions taken in response to the incident were timely and appropriate. 3.

4. The report is appropriately signed and dated.

Each report should be reviewed for completeness and quality by considering the following:
 The information contained in the report is comprehensive and relevant.
 The appropriate authorities/agencies, program/supervisory staff and parents/guardians were notified of the incident.

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

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

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

Examples Include:

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

EDUCATION STANDARDS CHECKLIST

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

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

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

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

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

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

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

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

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

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

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

Educational Standards Checklist Page Two

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

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

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

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

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

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

Participation in the statewide testing program is required.

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

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

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

MEDICAL AND PHARMACY BILLING PROCESS DJJ Community Residential Alternatives

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

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

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

Juveniles who are Not Medicaid Eligible due to age or citizenship

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

Non-Medicaid Juveniles due to Transfer Status

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

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

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

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

CAROLINA DEPARTMENT OF JUVENILE JUSTICE

Health Services Referral and Certification Form

Date:		· · · · · ·		<u>_</u>
	:			
	rral:			
Referred to:				
	ate of Service:		Charge:	
	todial parent concerni			
Legal Status:	Probation	Parole	Transfer	

Residential Director Authorization

Date

SAMPLE CONTRACTS

.

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

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

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

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

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

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

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

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

(Alcohol and Other Sub. Abuse Provider)	(Wilderness Camp)
Alcohol and Other Sub. Abuse Authorized Signature	Wilderness Camp Auth. Signature
Witness	Witness
Date	Date

South Carolina Department of Juvenile Justice.

Deputy Director for Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(Dentist Name or Group) Agreement

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

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

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

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

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

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

(Dentist or Group)

(Wilderness Camp)

Authorized Signature

Wilderness Camp Auth. Sign.

Witness

Witness

Date

Date

(Dentist Name or Group) Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

2

Date_____

(Name of Hospital) Hospital Services Agreement

The <u>Wilderness Camp</u>	will contract with the	
(Hospital)	_with all healthcare services to the children of the	
(Wilderness Camp)	_being provided by (Hospital)	. The
purpose of this agreement is t	to set forth the understanding between	
(Hospital)	and the(Wilderness Camp) .	

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

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

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

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

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

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

(Hospitals Name)	(Wilderness Camp)		
Hospital Authorized Signature	Wilderness Camp Auth. Signature		
Witness	Witness		
Date	Date		

(Name of Hospital) Hospital Services Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(Name of Pharmacy) Pharmacy Services Agreement

 The (Wilderness Camp)
 will contract with

 (Pharmacy)
 with all pharmacy services to the children of the

 (Wilderness Camp)
 being provided by (Pharmacy)

 The purpose of this agreement is to set forth the understanding between
 (Wilderness Camp)

 (Pharmacy)
 and the (Wilderness Camp)

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

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

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

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

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

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

(Pharmacy Name)	(Wilderness Camp)		
Pharmacy Authorized Signature	Wilderness Camp Auth. Signature		
Witness	Witness		
Date	Date		

(Name of Pharmacy) Pharmacy Services Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(Physician Name or Group) Agreement

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

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

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

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

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

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

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

(Physician or Group)	(Wilderness Camp)
Authorized Signature	Wilderness Camp Auth. Signature
Witness	Witness

Date

Date

(Physician Name or Group) Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(Optometrist/Opthomologist) Agreement

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

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

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

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

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

(Optometrist/Opthomologist)

(Wilderness Camp)

Authorized Signature

Wilderness Camp Auth. Sign.

Witness

Witness

Date

Date

(<u>Optometrist/Opthomologist</u>) Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

ATTACHMENT 5

State Of South Carolina Department Of Juvenile Justice

POLICIES AND PROCEDURES

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

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

PROCEDURAL GUIDELINES:

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

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

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

C. Required Reportable Events

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

- 1. The DJJ Event Report (Form I-3.2A) is required for the event/incident types described and listed on the attachment. 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.

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

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

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

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F. Responsibilities

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

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

H. Confidentiality of Event Reports

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

I. Event Reporting Management Information System (ERMIS)

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

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- 1. ERMIS Reporting Guidelines
 - a. Administrators of DJJ and contractual facilities will ensure that a staff trained in ERMIS reporting is on duty each shift and available on a 24-hour, 7 day basis to serve as ERMIS Site Reporters.
 - b. All events listed in the Priority 1 and Priority 2 columns of the DJJ Required Event Reporting list (Attachment I-3.2A) will be immediately reported directly to the designated ERMIS Site Reporter.
 - c. The ERMIS Site Reporter will review and verify the information on the DJJ Event Report (Form I-3.2A) prior to submitting the information as an ERMIS Report to the IOG/DJJ Police Dispatch Unit.
 - 1) For Priority 1 events, the Site Reporter will immediately call the DJJ Police Dispatch Unit and immediately fax the Event Report to the DJJ Police Section.
 - 2) For Priority 2 events, the Site Reporter will fax the Event Report to the DJJ Police Section within 24 hours after the occurrence of the event or the next business day if the event occurred on a weekend or holiday. (Priority 2 events should not be called in unless there is uncertainty about whether the event is Priority 1 or 2.)
- 2. d. Upon contact, the Dispatch Unit staff will prompt the Site Reporter for required information. The Dispatch Unit staff will enter the information into ERMIS as it is being reported. When all required information is entered, the Dispatch Unit staff will issue the Site Reporter an ERMIS reference number to document on the Event Report. Entering this number on the Event Report form will provide the Site Reporter with verification that the event was called in and a reference number for future reference. ERMIS Reporting Time Frames.

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

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

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- b. Priority 1 events will be reported immediately following knowledge of the occurrence.
- c. Priority 2 events will be reported within 24 hours, or the next business day if the event occurs after business hours, on a weekend, or holiday.
- d. If there is a question as to the priority type of an event, it will be assumed that it is a Priority 1 and a report of the event immediately will be made. If the event warrants a change in priority type, that change will be determined by the OIG and made following report of the event.
- 3. OIG Handling of ERMIS Reported Events
 - a. After receiving an ERMIS Report and entering all pertinent information into the ERMIS database, the Dispatch Unit will notify the OIG by telephone that a new report has been entered into the system and the report will be transmitted via e-mail.
 - b. Reports of Priority 1 events that are received after business hours, on weekends, or on holidays will be referred to the on-call OIG staff member. These reports will be handled immediately to ensure timely gathering of vital, time-sensitive information.
 - c. The Chief of Investigations will access the ERMIS Report, review the information, and either:
 - 1) Classify the event as to priority, and make assignment for action, if applicable, to one or more of the following areas:
 - A) The DJJ Investigations Section for investigation of criminal activity.
 - B) The Compliance and Inspections Section for management review of policy violations.
 - C) The Compliance and Inspections Section for administrative review for safety and/or security violations.
 - D) The Juvenile and Family Relations Section for grievance actions.
 - E) The Internal Audits Section for audit purposes.

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

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

5. Cumulative ERMIS Reports

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

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6. Falsification of ERMIS Reports or Failure to Report

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

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

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

3. PbS Reporting Time Frames

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

4. Site Manager Handling of Reported PbS Incidents

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

5. Access to PbS Incidents and Information

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

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K. Retention

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

RELATED FORMS AND ATTACHMENTS:

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

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

LOCAL PROCEDURAL GUIDE: Not required.

TRAINING REQUIREMENT:

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

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE Required Event Reporting

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

<u>Type and Description of Event</u>: 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.

<u>ERMIS Priority 1 and ERMIS Priority 2:</u> 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 occurrence of the 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.)

<u>Performance-based Standards</u>: 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.

<u>Juvenile Minor Rule Violation</u>: 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			Х				
restraint, confinement, or injury (serious or not serious)		[
Abuse (neglect) allegation of any type of serious neglect of a juvenile	X		Founded				
(actual or suspected) that involves/requires community medical			Case				
evaluation or treatment							
Abuse (physical) allegation of any type of serious physical abuse	X		Founded				
(actual or suspected) involving/requiring community medical			Case				
evaluation or treatment							
Abuse (sexual) allegation of a juvenile (actual or suspected) of any	X		Founded			- · · · · · · · · · · · · · · · · · · ·	
degree or nature			Case				
Abuse reported to DJJ, but allegedly occurred while the juvenile was		X					
under the supervision of any other agency/entity							
Abuse (neglect) allegation of any type of neglect where no medical		X	Founded				
evaluation or treatment was required			Case				
Abuse (physical) allegation of any type of physical abuse where a		X	Founded				
medical evaluation or treatment was not required			Case				
Abuse - all other allegations of a staff-on-juvenile abuse that are not		Х	Founded				
previously listed			Case				
Accident that results in personal injury to any person		Х	X				
Accident that results in any property loss or damage			Х				
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	Х	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	Х	904		
Battery by/to a juvenile or staff (inappropriate physical contact)						807	
Bloodborne pathogen exposure to any person	Х			-			
Bomb Threat	X		If				
			evacuation				
Closure (temporary or permanent) of any DJJ office/facility/area due to	X		X				
disaster, fire, disease, or other hazard		ĺ					
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	X		X	913		
any person with illegal drugs, alcohol, or substances containing alcohol						
Contraband – possession, use, display, distribution and/or discovery of		X	X	901	· · · ·	
any person with prescribed medication, pornography, and/or money						
Contraband - possession, use, display, distribution, and/or discovery of	Х		X	901		
any type of weapon						
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		X				
property/vehicle while on DJJ property						

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,	X		X				
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							
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	X						
other type of drug involvement by DJJ staff, juvenile, or other person		,					
providing services to DJJ					l l		
Escaping/attempting to escape/conspiring to escape from detention,	X		X		910		
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							
Fight with injury (serious)			Х	Х	906		
Fight without injury			X	Х		809	
Fire equipment use or accidental discharge		Х					
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			<u>· · · · · · · · · · · · · · · · · · · </u>	X		811	
Hostage situation	Х		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	X	·	X				
DJJ property/contracted property that requires medical treatment by a							
doctor, nurse practitioner, or emergency medical technician							
Injury to any person (juvenile, employee, other) while on DJJ property/		X	X				
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)							
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		X		·			
State property or funds, fraud, release of confidential information,							
photographing juveniles, Internet, falsification of information, failure							
to report information, giving/receiving gifts from juvenile and/or							
juvenile's family members							
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	Juvenile Major Rule	Juvenile Minor Rule	Use of
		r norny 2	based Standards	Report	Violation	Violation	Force
Out of place						803	
Policy violation not otherwise listed on this document						-9	
Quarantining of any DJJ state owned or contracted property of area due	X		Х				
to disease							
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	X						
between any person and a juvenile or a juvenile and juvenile							
Security equipment theft/loss (key, lock, radio, ammunition, state cell	X		X				
phone, restraint device, suicide kit)							
Security violation at any DJJ location by any person (not a juvenile)							
	1	1	1			1	
Self-mutilation Sexual assault of any type involving any person while on State owned							

or contracted property, or while under the custody of DJJ						
Sexual misconduct or other sexual acting out misbehavior, not		X		902		
including indecent exposure				502		[
Staff-on-Juvenile sexual harassment			Founded			
			Case			
Staff-on-juvenile sexual misconduct			Founded		<u> </u>	
			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			<u>_</u>	
Threatening conduct					804	
Tool theft/loss		X	X			
Under the influence of illegal drugs, alcohol or other substance (not		X			· · · · · · · · · · · · · · · · · · ·	
juvenile)						
Under the influence of illegal drugs, alcohol or other substance				914		<u> </u>
(juvenile)						
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			<u> </u>	
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		·	

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 Reporte d	Time Reporte	ERMIS Site Reporter's Name	Title	ERMIS NUMBER

EVENT INFORMATION:

Date of Event	Time	Time of Event Facility/C			Office Where Event Occurred						
Date of This Report	T:	e of This Report Specific A			•						
	1 11116		Specific Area within Facility Office Where Event Occurred								
Name(s) of Juvenile(s) Involved		DJJ#(s)		Assigned cility/Unit	Rac e	Gend er	Age	V=Victin P=Perpetra W=Witne	tor Treatment		
			_					*			
Name(s) of Other Person Involved (Not juveniles)	(s)	S=Staff V=Volunteer O= Other	r	Contact Pho #	one	Race	Gende r	Age	V=Victim P=Perpetrator W=Witness		
Description of the Front	(TP1. !		1	•							
Description of the Event		section will ex	pand w	71th typing, as i	neces	sary or ı	ise supp	lemental	report)		
Evidence, Attached Docu	ments	, Other Signifi	cant Ir	formation							
Print Name of Employee Writing This Report					Tit e	1					
Signature of Person Writing This Report					Da	t					
Signature of Supervisor Reviewing This Report					Da	t					

** Medical Treatment Information Key

 Serious = Treated by a Doctor, Nurse Practitioner, or Emergency Medical Technician
 None= No medical treatment was necessary.

 Minor = 1st 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
	G

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	on (This section will expand	l with typing, as necessary)
28		×
Evidence, Attached Doct	uments, Other Significant I	nformation
Evidence, Attached Doct	uments, Other Significant I	nformation
Print Name of	uments, Other Significant I	nformation
Print Name of Employee Writing	uments, Other Significant I	
Print Name of Employee Writing This Report	uments, Other Significant I	Titl e
Print Name of Employee Writing This Report Signature of Person	uments, Other Significant I	Titl e Dat
Print Name of Employee Writing This Report Signature of Person Writing This Report Signature of	uments, Other Significant I	Titl e
Print Name of Employee Writing	uments, Other Significant I	Titl e Dat e

ATTACHMENT 6

MONTHLY REPORT FORMAT

4

ATTACHMENT 6

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE Community Alternatives Section

_____ PROGRAM

	MONTHLY REPORT		
MON	NTH/YEAR:		
Part	1: Statistical Information	Monthly	<u>Year to Date</u>
I.	Admissions		
II.	Gender:		
	Males Females		
III.	Race: African American Caucasian Hispanic Other		
IV	Age upon Admission		
V.	Length of Stay for Successful Terminations		
VI.	Length of Stay for Unsuccessful Terminations		
VII.	Overall Average Length of Stay		
VIII.	Units of Service		
IX.	Utilization Percentage		
X.	Number of Discharges:		
	A. SuccessfulB. Unsuccessful		
XI.	Placements:		
	A. Higher Level of CareB. Same Level of CareC. Lower Level of Care		

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Community Alternatives Monthly Report Page Two

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	D. E. F. G. H.	In Patient Psychiatric In Patient Substance Abuse Home Secure Custody Other (Specify)		
XII.	Cou	nty Distribution of Juveniles Admitted	(See Attach	ed)
Part	2: Ad	ministrative Information	<u>Monthly</u>	Year to Date
I.	E	Education:		
	А. В.	# Graduate Equivalency Diplomas # High School Graduates		
II.	ERM	IIS Priority 1 Incidents		
	A. B.	Incident 1: 1. Type 2. Juvenile 3. Race 4. Staff 5. Medical Attention 6. Physical Restraint 7. Action Taken Incident 2: (etc.)		
I.	Р	ersonnel:		
	A. B. C.	Personnel Changes Personnel Actions Staff Training		
II.	R	egulatory Inspections and Certifications		
III.	P	rogramming		
IV.	В	udgetary		
VII.	Direc	tor's Comments		

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Addendum to Community Alternatives Monthly Report Marine and Wilderness Programs Effective July 1, 2013

Factor	Monthly	Year to Date
Referrals Received	Internet	
Referrals Accepted		
Average Grade Level Improvement in Math and Reading of those who left	Math	Math
during the month	Reading	Reading
# Juveniles Receiving Vocational Instruction of those who left during the month		
# Juveniles with Substantiated Abuse and Neglect Allegations at the program during the month		
# of Juveniles who Suffered from Accidental at the program during the month (Off site medical tx required)		
# of Juveniles Injured in an Assault at the program during the month (Off site medical tx required)		
# Runaways at the program during the month		
# Escapes at the program during the month		
# Juveniles Visiting with their Family (on site or by video) during the month. (This would be a total number of individual juveniles who met with their family during the month.)		
Juveniles discharged within prescribed Time Frames		
Juveniles discharged after one 30 day extension		
Juveniles discharged with more than one extension		

ATTACHMENT 7

1.	Provider Name and Address:
2.	Reporting Period: From: To:
3.	Site Location(s) covered by this report:
4.	Provider Agency Owned by:
5.	Type of Control(check one):Private for Profit ()Private Non Profit ()

FINANCIAL REPORT

CERTIFICATION BY OFFICER OR ADMINISTRATOR OF PROVIDER

I do solemnly swear (or affirm) that I have examined the information contained in this report; that all such information has been prepared from the books and records of the provider named within; that the aforesaid information is true and correct to the best of my knowledge and belief.

Signature (Officer or Administrator of Provider:	Title:	Date:
Report Prepared By:	Title:	Telephone:

Provider's Name:	
For the period beginning	_and ending
Service Name:	

BUDGET & EXPENSE REPORT

	PERSONNEL SERVICES	EXPENSES
1.	Personnel - Paid	
2.	Personnel - In-Kind and Volunteer	
3.	Social Security	
4.	Health Insurance	
5.	Retirement	
6.	Workers Compensation	
7.	Unemployment Compensation	
8.	Other Employer Contributions	
9.	Sub-Total Employer Paid Benefits	
10.	TOTAL PERSONNEL SERVICES	

Provider's Name:

For the period beginning ______ and ending ______

Service Name: _____

PERSONNEL SCHEDULE: ****

Position A. Personnel - Paid	Total Hours Worked	Total Salary and Wages	Total Personnel (including fringe)
Total Personnel - Paid			
B. Personnel – In-Kind and Volunteer			
Total Personnel – In-Kind and Volunteer			
C. TOTAL PERSONNEL			

Provider's Name:	
For the period beginning	and ending

Service Name: _____

BUDGET & EXPENSE REPORT

CONTRACTUAL SERVICES	EXPENSES
Printing & Advertising (recruitment of staff)	
Utilities (water, sewerage, etc.)	·······
Telephone & Telegraph	
Auditing, Accounting & Finance	
Building Repairs	
Other Contractual	
TOTAL CONTRACTUAL SERVICES	

SUPPLIES	EXPENSES
Office Supplies	
Household, Laundry & Janitorial Supplies	
Educational Supplies	
Motor Vehicle Supplies (fuel, motor oil, etc.)	
Postage	
Food	
Building Maintenance Supplies	
Clothing	
Recreational Supplies	
Medical Supplies	
Other Supplies (including personal needs)	······
TOTAL SUPPLIES	

FIXED CHARGES	EXPENSES
Rent/Lease – Real Property	
Rent/Lease – Photocopying Equipment	
Rent/Lease – Motor Vehicle	
Insurance (other than employee, fringe)	
Other	
TOTAL FIXED CHARGES	

Provider's Name:	
For the period beginning	and ending
Service Name:	

BUDGET & EXPENSE REPORT

TRAVEL	EXPENSES
Travel (meals, lodging, private automobile)*	
TOTAL TRAVEL	

*May not exceed State of South Carolina Travel Policies.

EQUIPMENT	EXPENSES
Interest	
Equipment Depreciation	
TOTAL EQUIPMENT	

PERMANENT IMPROVEMENTS	EXPENSES
Interest	
Permanent Improvements Depreciation	
TOTAL PERMANENT IMPROVEMENTS	

TRAINING & EDUCATION OF STAFF (including membership) Training and Education	EXPENSES
TOTAL TRAINING AND EDUCATION	

INDIRECT COSTS	EXPENSES
Indirect Costs	
TOTAL INDIRECT COSTS	

GRAND TOTAL PROGRAM EXPENSES	
------------------------------	--

Provider's Name:	
For the period beginning	and ending

Service Name: _____

REVENUE REPORT

REVENUES RECEIVED	AMOUNT
1. Contributions 2. Other (please specify)	
10. TOTAL REVENUES	

OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

VENDOR RESPONSE



COMMUNITY EDUCATION

C E N T E R S

COPY 3 OF 5

Request for Proposal (RFP) 5400007516:

"MARINE & WILDERNESS CAMPS"

Camp Aspen

RECEIV

MAY 2 2 2014

Materials Manager and Offic 2:30 P.M.



Submitted to: South Carolina Department of Juvenile Justice

Submitted by: Community Education Centers, Inc. (CEC)



COMMUNITY EDUCATION CENTERS

May 22, 2014

Chris Manos Materials Management Office Capitol Center 1201 Main Street, Suite 600 Columbia, SC29201

Re: Request for Proposal (RFP) No. 5400007516, Marine and Wilderness Camps for SCDJJ at Camp Aspen

Dear Mr. Manos:

Community Education Centers, Inc. (CEC) is pleased to submit a proposal to provide Community-Based Residential Services for juveniles in the custody of the South Carolina Department of Juvenile Justice at Camp Aspen, located in Columbia, South Carolina. CEC has provided services similar to those outlined in RFP5400007516 since 1997, and is enthusiastic about renewing its contract with the Department and continuing to meet the unique needs of this juvenile population.

As a leading provider of treatment and education services to correctional populations, and as the current operator of the Camp Aspen program, CEC has the experience and expertise necessary to perform all of the services outlined in the Request for Proposal. CEC offers a comprehensive approach to targeting the unique needs of the adolescent population served by Camp Aspen. This approach combines cognitive-behavioral treatment interventions that address criminal thinking behaviors and substance abuse and co-occurring disorders with an educational curriculum that includes vocational/work experience. All of these approaches are presented in the context of a community justice model.

Most important, CEC recognizes the important role that family plays in facilitating and helping the juvenile population sustain recovery. Therefore, the Camp Aspen program incorporates a family component and encourages family involvement and reunification efforts throughout the course of treatment. Finally, the program provides aftercare to assist youths with reintegration into the community and reconnecting with their families, as research also supports the role of aftercare services in reducing recidivism. CEC believes that this integrated approach best serves the needs of the adolescent offenders and will ultimately enable this population to successfully reunite with their families.

After careful review of this RFP, Community Education Centers acknowledges and accepts all requirements outlined in the RFP and attachments and agrees to enter into a contract with the State. Programming will include individualized treatment services as well as educational and vocational services. In addition, all programs will meet the State Standards for Residential Services/Group Care Intermediate Services.

As Chairman and CEO of Community Education Centers, I am authorized to submit this proposal and to negotiate on behalf of the company. I can be contacted at (973) 226-2900.

We look forward to partnering with the South Carolina Department of Juvenile Justice and, if awarded the contract, will ensure the highest caliber of services in the delivery of this program.

Sincerely

Signature Redacted

John J. Clancy CEC Chairman and CEO

State of South Carolina



Request for Proposal

DESCRIPTION: MARINE & WILDERNESS CAMPS FOR SCDJJ

USING GOVERNMENTAL UNIT: SCDJJ Administration

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:					
MAILING ADDRESS: Materials Management Office PO Box 101103 Columbia SC 29211		PHYSICAL ADDRESS: Materials Management Office Capital Center 1201 Main Street, Suite 600 Columbia SC 29201			
SUBMIT OFFER BY (Opening Date/	Time): 05/22/2014	2:30 P.M. (See "Deadline For Submission Of One" Prove fing			
QUESTIONS MUST BE RECEIVED	BY: 04/30/2014	5:00 P.M. (See "Questions From Offerors" provide and			
NUMBER OF COPIES TO BE SUBMITTED: See Section IV Information for Offerors to Submit on page 32					
CONFERENCE TYPE: Not Applicate DATE & TIME:	Die	LOCATION: Not Applicable			
(As appropriate, see "Conferences - Pre-Bid/Proposal" &	"Site Visit" provisions)				
AWARD & Award will be posted AMENDMENTS notices will be posted	d on 06/17/2014 . Th d at the following we	e award, this solicitation, any amendments, and any related b address: http://www.procurement.sc.gov			
Unless submitted on-line, you must subm You agree to be bound by the terms of the calendar days after the Opening Date.	ne Solicitation. You a	his form with Your Offer. By submitting a bid or proposal, agree to hold Your Offer open for a minimum of sixty (60) See "Signing Your Offer" and "Electronic Signature" provisions.)			
NAME OF OFFEROR Community Education Centers, Inc.		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 SIGNATION Signature Redacted (Person must be authorized to submit bracking offer to contract on helpalf of Offeror.)		TAXPAYER IDENTIFICATION NO. 22-3457238 (See "Taxpayer Identification Number" provision)			
TITLE Chairman and CEO (business title of person signing above)		STATE VENDOR NO. 20655251-3 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)			
PRINTED NAME DATE SIGNED		STATE OF INCORPORATION			
John J. Clancy (printed name of person signing above)	5-7-14	Delaware . (If you are a corporation, identify the state of incorporation.)			
OFFEROR'S TYPE OF ENTITY: (Che	eck one)	(See "Signing Your Offer" provision.)			
Sole Proprietorship	Partnership	Other			
X Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (exempt) Government entity (federal, state, or local)			
OVER PAGE (NOV. 2007)					

			(rectain a sefe 1 th	O WILL LOUI OI						
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)								
Community Education Centers, Inc.		Rachel Bickar								
35 Fairfield		inters, inc.		Contact Person	Contact Person					
	well, NJ 07006			35 Fairfield Place						
	,			Address						
				West Cal	dwell, New Jersey	1	0700	6		
				City/State/Zi	p					
				832-325-5811 713-984-8244						
				Area Code - 1	Number - Extension		Facsim	ile		
					ar@cecintl.com					
	-			E-mail Addres	S					
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) X Payment Address same as Home Office Address			ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) X_Order Address same as Home Office Address							
Payment A	Address same as N	otice Address	(check only one)	Order A	ddress same as Noti	ce Add	lress (ch	s eck only one)		
ACKNOWLE Offerors acknowl	EDGMENT OF and	AMENDMENT endments by indica	S ting amendment nur	nber and its date	of issue. (See "Amen	dments	to Solicitati	ion" Provision)		
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue	Amendment No	Amendment Issue	Amen	dment No.	Amendment Issue Date		
	2							Date		
DISCOUNT FOR 10 Calendar Days (%) 20 Calenda PROMPT PAYMENT (See "Discount for Prompt Payment" clause)		r Days (%)	30 Calendar Days (%)Calendar Day		alendar Days (%)					
				<u>4</u>			L			
Derf	1									
Preferences 35-1524, par	ao not apply t t (5).	o Request fo	r Proposals pe	er SC Conse	lidated Procur	emen	t Code S	Section 11-		
PAGE TWO (SEP 2	009)		End of PAG	GE TWO						

PAGE TWO (Return Page Two with Your Offer)

End of PAGE TWO

MINORITY PARTICIPATION (JAN 2006)

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

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

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

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

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

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

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



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Cover Letter

Cover Page (No Addendums Received)

Minority Business Participation Form

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A. PROGRAM DESCRIPTION

Introduction

Research shows that substance use among youth can lead to many other problems, including the development of delinquent behavior, anti-social attitudes, academic difficulties and health-related issues. Arrest, adjudication, and intervention by the juvenile justice system are common consequences for many youth engaged in alcohol and other drug use. Studies show that alcohol and other drug use are strongly correlated with delinquent behavior, and delinquency and often yield school and family problems, involvement with negative peer groups, a lack of neighborhood social controls, and physical or sexual abuse. These problems not only affect the child but can also influence the child's family, community, and ultimately, society.

Recent trends in youth drug use have shown the first significant downturn in usage levels in several years. According to the Federal Bureau of Investigation's Uniform Crime Reporting Program for 2012, there were 91,552 juveniles (under the age of 18) arrested by state and local law enforcement agencies for drug use violations during 2012. From 2003 to 2012, this represents a 27.8% decrease in drug arrests for juveniles. This represented approximately 9% of all drug arrests in which the offender's age was reported. Drug offense cases accounted for 10% of the delinquency caseload in 2012, compared with 9% in 2003.

Despite the decline, reducing youth drug use remains a key component of the National Drug Control Strategy because studies have demonstrated that the earlier drug use is initiated, the more likely is a person to develop drug problems later in life.

Poor problem-solving skills, impulse control, conflict resolution, and little empathy for victims are core characteristics of delinquents and youth who use drugs. Effective programs require a consistent step-by-step sequential learning experience to gain these skills and a safe place to rehearse these skills until old habit patterns and reactions are reduced.

Youth need structure, discipline, mentoring, and experiences that teach coping and life skills. They need experiences that can give them the confidence and tools that will enable them to live sober, healthy, and productive lives. Youth need hope, confidence and an "I can" attitude, along with the tools required for living successfully.

Overview

Camp Aspen, combines four powerful approaches that are effective with youth. These approaches include:

• the provision of structure and discipline of regimented daily living,



- the high impact experience of experiential programming,
- a cognitive-behavioral approach to services that address substance use, and
- a comprehensive educational curriculum that includes vocational/work experience.

All of these approaches are presented in the context of a community justice model.

Additionally, the program addresses the youth's primary needs by providing services for substance use and co-occurring disorders. Camp Aspen staff are diligent about engaging the client's parent/guardian(s) for family sessions as research supports better outcomes when family members are involved in the client's services. This aligns with the required family involvement and family-based interventions and focus on family reunification as soon as possible during program participation. Finally, the program provides an aftercare component to assist youth with reintegrating into the community and with their families as research also supports the role of aftercare services in reducing recidivism.

To understand and to address the needs of the youth, one must combine respectful, caring attention with firmness and clarity. One must have a high degree of hope and trust that these youth can be positive contributing members of society. There is no room for cynicism, nor is there room for simplistic solutions to complex problems. These difficult youth require a measured and thoughtful approach if they are to successfully live a life free from delinquent behaviors.

Camp Aspen is focused on the success of each youth. CEC blends high expectations with love and concern. These are not new principles. Firm limits are set, but they are tempered with warm, caring, and supportive staff.

Service components at Camp Aspen will incorporate all requirements included in the State Standards for Residential Services, included with the Request for Proposals as RFP Attachment 1. As the existing service provider at Camp Aspen, CEC currently provides all service requirements within these standards for Group Care Intermediate Services. A full description is provided in the next narrative section.

A. Description of Juveniles to be Served

Many of the youth referred to Camp Aspen have ingrained criminal thinking and belief systems that support and enhance their involvement in delinquent activities. Changing this destructive system of thinking and behaving is a challenge. Some are quick to assign labels of "low self-esteem" to all delinquent youth. In fact, many of these youths have a fairly good image of who they are and feel good about what they do. It is important to recognize the thinking process of each youth and make no simple assumptions about interpreting the behaviors that brought them to this point in life. Each youth brings a unique set of circumstances that has led him into his



lifestyle. These needs have to be addressed individually. Without intervention, these youth have a predictable future of poverty, broken families, and poor health.

Currently, over half of the Camp Aspen population has a co-occurring diagnosis upon admission. Camp Aspen contracts with off-site psychiatrists to monitor any psychiatric concerns and to provide medication management as needed for each youth. We have also increased the working hours of a Health Care Coordinator to assist with medication and other healthcare needs.

It is important to be able to identify those who have serious emotional disturbance and provide appropriate alternative services For most youth, the development of clear and realistic personal goals, and individual and group counseling support to achieve these goals, are important means of resolving emotional overlay. This support comes from trusting relationships with adults and peers. It is however, common to find long-standing depression among many delinquent youth. Counseling approaches that allow identification and processing of harmful and disruptive family and associated personal problems are important. Youth need ample opportunities to discuss and process these unresolved issues in order to develop new methods for managing their feelings without acting antisocially and using alcohol and other drugs.

Youth have often experienced neglect and abuse. Many come from broken and single parent families. Any program expecting a high degree of success will need to effectively deal with the individual, the family, and community. Research demonstrates the **familial nature of substance use**. Successful services for youthful clients require a structured behavioral component. This program places extensive and appropriate emphasis on family involvement and services.

Specifically, Camp Aspen Human Services Professionals strongly advocate for each client to participate in family sessions and to make every attempt for the client to be reunified with his family. Upon admission, the parent/guardian is contacted and invited to engage in the development of the client's Individual Care Plan. A date and time is scheduled for the initial session. As a follow-up to the initial parent/guardian contact, a letter is sent to the parent/guardian to provide written information about the first session. Throughout the client's stay at Camp Aspen, each Human Services Professional continuously attempts to engage the parent/guardian to attend family sessions. Human Service Professionals go above and beyond their regular work schedule by offering to meet with the parent/guardian and client for a family session during weekend hours. Each client is provided with weekly telephone contact and access to correspondence with his parent/guardian. Additionally, recent DJJ Juvenile Terminations Placement Reports indicate that the majority discharged clients were successfully reunified with his parent/guardian at home.

Studies show that a high percentage of delinquent youth have special education needs. Identification and understanding of these needs is important for educational programming, and equally important, to help staff understand how to best work with the youth in settings other than school. For example, if a boy is given an assignment to write a paper on "harmful consequences of alcohol and drug use," his difficulty in writing the paper can be seen as resistance instead of an effect of poor writing skills. Each Individualized Care Plan reflects the needs and ability for



that student (i.e. if the student has difficulty writing, he would receive assignments to discuss a topic, construct a collage etc.). Staff needs to be aware of these problems and help the youth learn alternative learning and performance strategies. Youth need to understand these problems and develop adaptive coping strategies to improve their chances for success at home. A critical role of the program is to help youth successfully improve basic skills and learn strategies for adapting when they are back in the community.

The majority of youth come from homes of parents using alcohol and drugs. Nearly all youth are involved in alcohol and drug use. Most estimates show that 60 to 80 percent of their crimes were committed under the influence of alcohol and drugs. Nearly 90 percent of all adjudicated youth have been involved in substance use. Most will also be resistant to services to address drug use Creative and thoughtful approaches are necessary to have a lasting effect.

Ensuring Flexibility in Programming & Compliance with State Standards for Residential Services (RFP Attachment 1)

As described above, CEC and Camp Aspen are cognizant of the varied needs of juvenile offenders and appreciate that effective services require continuous evaluation of each client's individual needs and progress. As such, CEC and Camp Aspen are committed to working in collaboration with the DJJ to modify proposed and/or already established programming approaches to best meet the needs of the juvenile population and the Department. Demonstrative of such commitment is the Company's cooperation with Departmental training initiatives and incorporation of the State Standards for Residential Services into the current program.

As of January 2009, CEC ensured that all changes required due to the incorporation of State Standards for Residential Services were completed. These changes included revising contractual compliance standards, implementation of group care weekly progress summary notes and establishing procedures for Individual Care Plans for each client we serve at Camp Aspen.

Additionally, Camp Aspen randomly audits all Service Delivery Records in order to ensure compliance with contract requirements, including changes made with regard to the State Standards. If awarded a new contract, CEC assures the Department that the program at Camp Aspen will be operated according to the State Standards for Residential Services and that each client shall receive individualized care plan goals that are realistic and attainable within the length of stay designated by the Juvenile Parole Board or the DJJ staffing participants.

Population Served By Camp Aspen

At Camp Aspen, approximately 70% of the youth have been identified as special education students or in need of remedial work to improve basic reading and math skills.

Students admitted to Camp Aspen share all of the characteristics of the typical adolescent. However, these youth have been unsuccessful in their ability to manage their lives. They have not received appropriate direction, nurturing, encouragement, or guidance from significant



adults. Most of the youth have lacked consistency, discipline, and structure, which are important in developing healthy lifestyles. Thus, they have been unable to develop the pro-social attitudes and values needed to be successful adults. Many of them have been exposed to extremely poor role models and have been the victims of emotional deprivation during their early childhood years. Camp Aspen youth typically are deficient in academic skills, social skills, and interpersonal relationship skills. Essentially, they are impulsive, lacking planning skills, decision-making skills, problem solving skills, negotiation skills, and the ability to appropriately control and deal with their anger. The result of these deficiencies has been involvement in delinquent activities, verbal and physical aggression, and the acceptance of an antisocial value system.

Despite the development of a negative value system and deficient skills development, Camp Aspen believes that youth admitted to its program can, with the proper interventions from staff, become productive citizens of the Camp Aspen community as well as society. The staff provides youth with a program that is highly structured, with program standards and behavioral management expectations. In addition to programming within the facility, opportunities in the community that allow youth to practice what they have learned are encouraged. Other programs focus on problem-learning/problem-solving skills that adolescents can apply to everyday problems they might face in the community.

Camp Aspen is licensed by the South Carolina Department of Social Services (SCDSS) to provide Group Care Intermediate Services – GCMS. The program accepts male offenders between 12 and 19 years of age who have been referred by the Classification Section or Community Placement Coordinators of the South Carolina Department of Juvenile Justice (SCDJJ) to Camp Aspen for alternative placement based on their individual needs. Violent offenders and sex offenders are not accepted into the program. Length of stay is individualized based on the juvenile's needs and in accordance with the SCDJJ Matrix. Students placed may have indeterminate commitment guidelines, determinate commitments of up to 270 days, or may be on probation and placed at Camp Aspen by one of the SCDJJ Community Offices.

Admissions Criteria

The following criteria is used as a guide to assess the appropriateness of placement at Camp Aspen for each student. All potential placements that present unique or questionable profiles will be reviewed.

- Male adolescents between the ages of 12 to 19 years of age
- Committed to SCDJJ for an indeterminate period of time or for a determinate period of up to 270 days
- May have multiple property crime convictions or previous history of oppositional and defiant behavior



- Have a substance use diagnosis and are free from medical detoxification symptomatology
- No histories of sexual perpetration
- Histories of elopement from previous placements will be evaluated on a case-by-case basis, however, no pattern of runaways in history
- Personal assault histories will be evaluated on a case-by-case basis, however, no major assaults in history
- No signs of extreme emotional disturbances such as psychotic symptomatology or extreme delusional thought patterns
- Medical concerns and/or physical disabilities reviewed on a case-by-case basis
- May not have current history of extreme suicidal tendencies and/or self-mutilation tendencies
- Must be able to function at a minimum of an average intellectual level
- Must have Group Care Intermediate Services GCMS recommended by a physician or other licensed practitioner of the healing arts who has certified that the student meets the medical necessity criteria for GCMS

The SCDJJ and an admissions team from Camp Aspen will review the youth's records to determine if the individual meets the admission criteria for the program.

1. Staffing

- a. Camp Aspen currently employs three Human Services Professionals with Master's degrees in the behavioral sciences. Qualifications of proposed key personnel for this program are described in Section 2. Staff Capability within Section C. Administrative and Financial Capability)
- **b.** The Human Services Professionals in place at Camp Aspen are actively pursuing certification as Certified Addictions Counselors (CAC). Camp Aspen's Deputy Director of Treatment is currently a Certified Addictions Counselor II.

2. Services

CEC agrees to comply with RFP sections a.-f. with regards to the provision of programming at Camp Aspen. As a leading provider of effective substance use services and current provider of programs at Camp Aspen, CEC is firmly committed to following evidence-based, best practices that are tailored to address each client's individualized



needs and to ensuring that each individual's developmental level is considered when developing the Care Plan.

A detailed discussion of the proposed program components is presented in *Section B. Program Description* of this proposal. Also attached here is a daily activity schedule that illustrates how time is allocated to each area of programming.

		Daily Schedule at Camp Aspen
Point Card	Monday-Friday	
1	6:30-6:45AM	wake up, get dressed, tidy personal area, transition to cafeteria
1	6:45-7:15AM	breakfast
1	7:15-7:45AM	hygiene, chores (kitchen), medication
1	7:45-8:30 AM	recreational time, personal time
2,3,4	8:30-11:30AM	A+ Math,Resource,DIRT,Group Sessions(M,T,Th)&psycho-ed groups(W,F)
5	11:30AM-12:00PM	lunch
5	12:00-12:30PM	hygiene, chores (kitchen), medication
6,7,8	12:30-3:30PM	
9	3:30-5:00PM	personal time, recreation time
10	5:00-5:30PM	dinner, then transition to the dorm
11,12	5:30-7:00PM	hygiene, chores (kitchen)
13	7:00-8:00PM	Personal Time, Psycho-Ed Group Mon & Wed: bible study; Fri: NA group
14	8:00-8:45PM	medication, showers, evening chores;
15	8:45-9:00PM	snacks, homework/personal/quiet time
16	9:00PM	Uncovering Phase in bed
16	9:30PM-6:00AM	Discovering & Recovering Phases in bed, LIGHTS OUT
	Saturday	
1	7:00-7:25AM	wake up, get dressed and transition to the cafeteria
2	7:30-8:30AM	breakfast, hygiene, medication
3,4,5,6	8:30-11:55AM	dorm/campus clean up, chores (kitchen), transition to the cafeteria
7	12:00-12:55PM	lunch, hygiene, chores (kitchen), transition for recreational time
8,9,10,11	1:00-4:55PM	recreational/personal time, transition to the cafeteria
12	5:00-5:55PM	dinner, hygiene, chores (kitchen), transition to the dorm
13	6:00-7:00PM	showers, chores
14,15	7:00-8:55PM	snacks, personal/quiet time, medication; movie night (excluding Uncovering)
16	9:00PM	Uncovering Phase in bed
16	9:30PM	Discovering & Recovering Phases in bed
	9:30PM-6:00AM	Lights out
	Sunday (See So	aturday's schedule w/ the following additions)
	8:30-9:30AM	spiritual/personal time
	9:30-11:55AM	recreation and transition to the cafeteria
	1:00-5:00PM	visitation/recreation/personal time

2014 Program Schedule

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3. Aftercare Planning

a. It is current practice at Camp Aspen to initiate aftercare planning following admission to the facility. CEC and Camp Aspen place a strong emphasis on aftercare as this has been shown to have an important impact on recidivism. CEC and Camp Aspen agree to contact community-service providers in each juvenile's home county early on to best ensure continuity in care, including liaising with the juvenile's Probation Officer or Intensive Supervision Officer. For a detailed description of aftercare planning at Camp Aspen, please refer to *Section D. Aftercare Program required for Camp Aspen* of this proposal.

Applicable to All Programs

CEC understands and agrees to comply with the requirements set forth in this section of the RFP. CEC will ensure that the Camp Aspen program shall not serve youths older or younger than the ages noted on our Department of Social Services (DSS) license. All students and their families are encouraged to have weekly visitation. Family sessions with the student, his family members and the HSP are not included as visitation, but are a part of the student's services.

B. Facilities

All facilities currently in use by Camp Aspen are in compliance with Federal, State, and local codes and regulations applicable to the construction of a group home facility to house juvenile offenders. The construction of the facility complies with juvenile offender facilities as outlined by the American Correctional Association (ACA). Camp Aspen is currently licensed by the DSS as a Group Care Intermediate Services group home and therefore meets all the requirements for licensure. An annual audit is conducted by DSS for re-licensure and compliance with all regulations and codes.

The facilities meet all State and local building and fire codes. A certificate of occupancy from the State Fire Marshall's Office is posted in each building. An annual fire inspection is conducted by the State Fire Marshall's Office as required by DSS. Documentation of the inspection is available for review upon request.

The facility also receives an annual Sanitation Inspection as part of the re-licensure process. Documentation of this inspection is available for review upon request.

The educational facility operated by Camp Aspen has been approved and meets all the provisions of the State Department of Education.

CEC understands that upon termination of the contract, all property and facilities and all personal property purchased by the company in order to provide the contracted services shall become the property of the State of South Carolina.



Maintenance Plan

The purpose of the Maintenance Plan is to ensure the safety of residents, visitors, and staff at Camp Aspen, and to ensure that all building systems are inspected, serviced, and maintained on a scheduled basis. The maintenance plan also covers the building grounds and equipment. CEC accepts sole responsibility for the maintenance of and any damage or loss related to the building, equipment, and grounds.

Fire Equipment Testing

• Fire Extinguishers:

Fire extinguishers are inspected on a daily basis during each shift change. They are dated and initialed on the monthly inspection tag by the Administrator or his/her designee. These personnel ensure that the extinguishers are functional and properly located in accordance with the emergency plan located on each floor.

An outside vendor is contracted to recharge, replace, and retag on a yearly basis with the exception of the kitchen fire suppression system surrounding the cooking area, which is inspected and recharged (if necessary) twice annually.

• Smoke, Heat, & Co2 Detectors:

Smoke, heat and Co2 detectors are usually inspected monthly by the Administrator or his designee. Battery operated detectors are checked and replaced when necessary.

• Emergency Lights:

Emergency lights are inspected daily during shift change inspection reports. The Administrator or his/her designee inspects bulbs and batteries on a monthly basis or as needed via a daily report.

• Exit Lights:

Exit lights are visually inspected on a daily shift change inspection report. Bulbs and batteries are inspected by the Administrator or her/his designee monthly or as needed via a daily special report.

• Fire Door Alarms:

Fire door alarms are tested monthly. The Administrator or his/her designee will change all batteries as needed.

• Sprinkler System:

Community Education Centers, Inc. West Caldwell, New Jersey



The sprinkler system is tested annually by an outside vendor. The central station receiving the alarm signal will verify results. The Administrator receives a documented full report that is available for review upon request.

• Fire Alarm Systems:

Each shift will rotate once a month and conduct a fire drill to the system and to document the time it takes to evacuate the building.

General Maintenance

• Facility Lighting:

All light covers, light bulbs, and outlet and switch covers are inspected on a weekly basis and repaired or replaced as necessary, via special report. Every year, a foot-candle reading is performed on all lighted areas of the facility by DSS as part of the inspection for relicensing.

• Indoor Air Quality:

All H.V.A.C. units are inspected on a quarterly basis. This includes checking for worn or cracked belts, belt tensions, and lubrication. A/C filters are changed during this inspection.

All air supply grills returns and diffusers are cleaned and dusted monthly. The condenser and evaporator coils are cleaned quarterly. The exhaust fan hoods are removed annually with the motors being inspected and lubricated. Belts are changed once a year regardless of their condition.

There is an outside vendor under contract and on call in the event of any H.V.A.C. emergency. The air quality is tested every three years. In addition, an outside vendor cleans the air duct system every three years.

• Laundry Equipment:

Laundry rooms are kept clean at all times. Lint filters are cleaned after each load. The laundry equipment is shut down once a month to remove face covers for vacuuming and dusting the motor and its interior parts. The Administrator or her/his designee removes the vent pipes twice a year for cleaning and inspection. An outside vendor is available to service and repair the laundry equipment if necessary.

• Emergency Generator:

The emergency generator is set to automatically activate once a week. The engine coolant level, oil level, and all electrical connections and battery terminals are visually inspected on a monthly basis. Fluids are added and terminals are cleaned when necessary. All fluids are changed yearly.



• Repair Requests, Forms, And Special Reports:

All non-emergency work orders are submitted in writing to the Administrator or his/her designee in a daily special report. Work is performed in order of priority.

• Pest Control:

A licensed exterminator is contracted to perform general pest control spraying for the entire facility on a monthly basis or in the event of additional sightings.

• Vehicles:

Staff drivers visually inspect the vehicles prior to each use. Any problems that are noted are reported in writing to the administrator. Vehicles are taken for an oil change every 3,000 miles. Brakes, turn signals, and lights are serviced as necessary to maintain safe operation of the vehicles. Any problems experienced while driving will be addressed immediately by a service professional. All vehicles are kept clean, fueled, and taken to the car wash when necessary by staff drivers.

• *Kitchen Equipment:*

The ice maker and drain table are inspected monthly, and filters are changed as needed. The drain lines are also cleaned. The cooking area hood is professionally steam cleaned yearly. The water temperature is tested annually to ensure compliance.

****Please note: Outside vendors are contracted to service all kitchen equipment.****

• Furniture:

The Administrator or her/his designee inspects furniture on a monthly basis. Any resident housing, dining, educational, staff office, or group/lecture furniture will be purchased if necessary. Any purchase will require approval from the corporate office-purchasing agent.

• Painting:

Painting is on an as needed basis. All paint shall be latex based in approved colors only. Oilbased paint is only used on a limited basis on highly needed areas, such as handrails, machines, etc. All painting is done in a neat, orderly manner. Students may assist with painting and are instructed on the proper use of rollers, brushes, and all-painting supplies and equipment. Drop clothes, covers, tape, etc. are used at all times to ensure a neat job.

• Bathrooms and Showers:

The bathrooms and showers are visually inspected daily for safety and cleanliness. They are also visually inspected every week for any plumbing problems that are not readily apparent.



Checking of faucets, escutcheons, aerators, shut-off flush-o-meters, etc., is also done weekly to assure proper functional operation. Additionally, mirrors, soap dispensers, and towel dispensers are kept in good working condition. Drain covers and traps are removed and cleaned manually every two weeks. Enzymes are added to the plumbing pipes to maintain good working order. Residents clean the showers daily; the maintenance staff performs any heavy-duty cleaning operation in all showers.

• Building Utility Cut Offs:

All employees are trained by the Administrator or his/her designee regarding the locations and functions of all main utility devices, including gas, water, electric, fire alarm system, etc.

• Windows:

The Administrator or his/her designee inspects windows throughout the facility on a monthly basis. The Administrator or his/her designee inspects for any breakage, leaks, cracks and checks for cleanliness. The inspector also conducts pressure on the windows. Residents clean the bathrooms and showers daily.

• Wet Well:

The oil in sewage grinder is inspected and maintained quarterly.

****Please Note: Outside vendor is contracted to maintain pumps and equipment on a quarterly basis. ****

• Lawn/Trees/Bushes:

The lawn is cut once a week during the summer months. Areas around trees, bushes, etc., are weed-whacked whenever the grass is mowed.

C. Programmatic Requirements

CEC understands and agrees to comply with all of the provisions outlined in this section, including, but not limited to, those pertaining to the credentialing of Human Services Professionals and Quality Assurance activities. Additionally, Camp Aspen agrees to complete corrective action plans and submit them to the Department within the required time frame (14 days from receipt of audit report). Awake supervision will be provided 24 hours per day, seven days per week. Appropriate supervision and staffing will be provided during emergency situations.



Program Theory

Camp Aspen is a theory driven program. CEC believes there is a body of knowledge that gives it direction in interventions with these youth. Applied properly, these interventions are effective and can have dramatic results. For example, research shows that delinquent and drug using youth typically display thought patterns different from other youth (Kazdin). The program incorporates systematic training of youth to assist them in identifying and changing thinking patterns that perpetuate delinquent behaviors. The values of accountability, discipline, self-control, and goal setting are integral to the program as well as to the student's life. The following is an overview of several theories and approaches used throughout the program.

Social Control Theory rests on the premise that "delinquent acts result when an individual's bond to society is weak or broken". Four distinct strands contribute to this bond:

- Attachment to others
- Commitment to conventional lines of action
- Involvement in conventional activities
- Belief in conventional values. Social Control Theory maintains that a sense of "belonging" promotes self-discipline and responsibility. Without this belonging, youth will not develop an attachment to traditional social values and morals and thus will be more likely to engage in antisocial forms of behavior. This further increases their alienation and distance from the community. (Hirschi, 1969)

Social Learning Theory supports "modeling" as a primary learning mechanism from which people gather information about acceptable behavior. Students, who come from environments where they have lacked close supervision and positive role models, will have developed antisocial behaviors, unhealthy ideas, and habits due to inappropriate modeling (Rotter, 1966). This theory helps teach personal accountability and self-control by emphasizing the impact that choices or goals have on subsequent behavior.

Experiential Learning Theory is based on the belief that involving individuals in active, interesting, and often difficult activities has the potential to enable them to view themselves and the work differently while developing new patterns for living. Students are participants rather than spectators; the learning activity is real and meaningful in terms of natural consequences. Reflection is used to assist the student in deduction; and, the students are held accountable for their behaviors and insights. Through this process, youth can not only develop insight and new understanding of who they are and what they want out of life, but also develop discipline, responsibility, leadership skills, and a drug free lifestyle.



Substance Use Services

Substance Use Services at Camp Aspen include an individualized, professional, planned, organized, and structured intervention into the lives of the students. Services are designed to facilitate positive change and the healthy development of each individual student. All of the interventions have been consciously selected and are used in specific situations.

Services begin with individualized assessments and plans for services. It is CEC's expectation that medical necessity issues will precede any admissions to the program. These could include psychosocial, medical, educational, psychological, and life-skills. An Individualized Care Plan will be developed that involves a multi-disciplinary treatment team, the youth, the family, and the community. The Individualized Care Plan will address problems, goals, objectives, intervention methods, frequency of interventions, and target dates. It is strength oriented as it identifies the resident's strengths, values, interests, and needs. The following are examples of, but not inclusive of all objectives that will be addressed in the Individualized Care Plan: substance use, co-occurring disorders, relapse prevention, interpersonal skills, relationships, grief issues, social skills, education, and discharge planning. Goals for each objective will be clear, measurable and objective. The Individualized Care Plan will be an on-going process that will include completion and addition of goals as needed.

Individualized Care Plans will be developed within seven days of admission and will be completed by the Human Services Professional (HSP). A multi-disciplinary team will review each case bi-monthly to identify, address, and document each resident's progress and determine recommendations for continuing service needs and discharge planning.

The individualized care plan would more appropriately be named the "family/community case plan" to reflect the emphasis upon the Balanced Approach. This approach to services planning is based on the theory that most delinquent youth are more like youth than not. The theory further postulates that youth have not "fit in", for whatever reason, to the mainstream of society. Youth have become isolated and exist outside of the mainstream flow most youth experiences. The Individual Care Plan utilizes the strengths and interests of each youth to assist him in finding success in non-destructive ways. For example, if a boy has repeatedly had difficulty with authority figures, the problem may be re-defined as a lack of positive adult figures in his life. The Individual Care Plan could then focus on developing a positive and trusting relationship with an adult staff member. Inappropriate acting out against adults would not be tolerated, and clear limits would be set, but the development of a positive relationship would be a primary focus of the Individual Care Plan The student would be held accountable for his actions, and social skills competency would be addressed. It is easy and sometimes natural for staff to develop hostility toward abusive students. It is for this reason that close supervision of staff and training in the Balanced Approach theories are routine and frequent.

Camp Aspen also believes that teaching is the foundation of the effective treatment CEC provides to its students. CEC believes that these youth need to learn new thinking patterns and behaviors to take the place of those that have gotten them into trouble. Family problems,



substance use, economic pressures, and the lure of gangs and delinquency threaten children physically, emotionally, and spiritually. The tools required to successfully cope with these internal and external pressures include the ability to interact with others in socially acceptable ways and make appropriate decisions in social situations.

Research shows that youth can learn new behaviors if the training is provided in a structured and sequential manner. It is necessary to have a broad-based psychosocial/psycho-educational program that covers many important skills. Camp Aspen combines multi-modal services and intervention strategies that ensure change and personal growth. This multi-modal approach includes psychosocial and psycho-educational instruction designed to assist students in meeting their needs for acceptance, love, and self-worth.

Group Counseling/Psychosocial & Psycho-Educational Instruction

The primary objective of the group sessions, psychosocial and psycho-educational sessions is to assist students in developing pro-social methods of interacting with others. Psychosocial Group sessions are facilitated a minimum of three times weekly by the Human Services Professionals. Facilitation is based on cognitive-behavioral theory, and exploration and identification of feelings is encouraged. An emphasis is placed on behavior management, cognitive training, and the individual resident's application of learned skills. Topics include:

- Alcohol & Drug Education
 Social Skills

Thinking Errors

Awareness

Cycle of Crime & Victim

- Mental Health Education
- Anger, Impulse Control & Conflict Resolution

(Aggression Replacement Training)

- Problem Solving
 Sex Respect
- Relationship Building
 Grief and Loss

Non-HSP or Operational Staff conduct psycho-educational groups that focus on the milieu programming and each student's goals to acquire life skills. Topics include:

- Independent Living Skills, Work/Job Skill, and Career Development
- Health and Wellness
- Seven Habits of Highly Effective People (Covey)



- Goal Setting
- Decision Making
- Relationship between Behavior and Consequences
- Identification of Feelings and Actions
- Leisure Skills

Life Skills Ggroups

Life Skills groups at Camp Aspen cover the following topics:

NUTRITION			
Summary: The Nutrition group is facilitated by Camp Aspen's Kitchen Manager			
once per month. Information includes:			
Nutrition			
Menu planning			
Grocery shopping			
Meal preparation			
Dining decorum			
Kitchen clean up			
Food storage			
Experience: Participants work in the Camp Aspen kitchen to demonstrate skills.			
Students are assigned to a two-week experience program.			
MONEY SKILLS			
Summary: The Money Skills group is facilitated by Camp Aspen's Education			
Director and meets once per month. Information includes:			
Money beliefs			
• Goals for career planning & employment			
Saving money			
Saving money			
Saving moneyIncome tax			
 Saving money Income tax Banking 			
 Saving money Income tax Banking Credit 			
 Saving money Income tax Banking Credit Budgeting 			
 Saving money Income tax Banking Credit Budgeting Spending plans 			



HYGIENE

Summary: The Hygiene group is facilitated by Camp Aspen's Health Care Coordinator once per month. Information includes:

- Definition
- Reasons for Good Personal Hygiene
- Facts / Significance of Personal Hygiene Habits
- Good Hygiene Habits
 - o Shower Daily
 - o Wear Clean Clothes
 - o Brush Your Teeth Three Times a Day
 - o Keep Nails Trimmed and Clean
 - o Prevent Foot Odor

Experience: Students should demonstrate good hygiene habits daily.

HUMAN SEXUALITY

Summary: The Human Sexuality group is facilitated by Camp Aspen's Health Service Professionals once per month. Information includes:

- Substance Use and Risky Sexual Behavior
- Sexual Bullying and Harassment
- Common Safe Sex Practices
- Teen Sexuality
- STD Questionnaire / Sexual Exposure Chart
- Myths and Facts About Genital HPV

Experience: N/A

LIFE SKILLS

Summary: The Life Skills group is facilitated by operations staff five times per week. Information includes:

- Criminal Thinking Errors
- Social Skills
- Thinking Errors
- Experience: N/A

Students are also required to attend six classes on violence prevention by Sexual Assault Center; as scheduled, and attend Healing Species violence prevention classes for twelve weeks; as scheduled.

While Camp Aspen focuses on non-traditional experiential learning, group sessions, and life skills training, formal individual sessions are held with each student so he can explore and begin to deal with more personal issues not appropriate for the group. Individuals meet with their Human Services Professional (HSP) at least once a week. Students requiring further individual work will be seen as needed.



Individual and group sessions use a reality therapy approach that focuses on individual and group goal setting and assistance in achieving those goals. This allows staff to help students continually explore their personal values and interests and set specific goals. A natural focus of individual sessions is community living and how to effectively relate to others. Students have many opportunities to explore feelings and thoughts about how to communicate more clearly with others. Individual sessions will also explore the student's family environment.

Intervention Strategies

Reality Therapy - The primary goal of Reality Therapy is to assist an individual in becoming more responsible in order that he may fulfill his own needs without violating or infringing upon the needs of others. It teaches the concept of problem solving through staying in the "here and now". It addresses personal responsibility, moral issues of right and wrong, and the present and future (goal setting). This teaching process results in healing through personal accountability.

CEC believes that Reality Therapy is appropriate because: 1) the basic principles of Reality Therapy can be utilized in all areas of programming, 2) this modality provides an opportunity to enhance interpersonal relationships and to acquire effective coping skills, 3) Reality Therapy lends itself to individualization in order to meet the needs of students, and 4) it is behaviorally based; therefore goals can be easily established.

Cognitive-Behavioral Therapy (CBT) – CEC believes that a cognitive-behavioral model is pragmatic in that it allows the student to change belief systems that have led to faulty behaviors. The essence of this approach is that maladaptive thoughts caused maladaptive feelings, and given the interactions of thoughts and feelings, maladaptive behavior follows. The mechanism of change involves attacking the faulty thoughts of the individual and providing new cognitions to replace irrational thoughts.

This process involves an interactive focus on cognitive understanding of the criminal cycle and on active application of new behaviors within a controlled environment. An environment that obviates the cues for continuing criminal behavior provides a sense of safety for these students. They can feel less guarded or wary about what they might act out in such an environment and are more available to substitute new behaviors for old behaviors.

Cognitive awareness provides a framework for understanding the meaning and functions of the distorted thinking that leads one to engage in antisocial behavior. The primary emphasis is on action and substituting new behaviors for old ones. These new actions do not come from within the cognitive or decision-making framework of the individual. They must be learned as the behavioral correlations of the new identity of a delinquent and crime free individual. The therapeutic task becomes a process of reciprocal determinism. Action determines the construction of cognition, and cognition, in turn, influences and determines behavior. In addition, the period of early change requires an external structure to form the environment in which this reciprocal process can occur. The therapeutic task can be defined as: developing a structure to



support the new identity and working with the cognitive-behavioral process of knowledge construction that occurs within the structure.

Balanced Approach - There is evidence that delinquent youth do not feel that they "fit in" to normal social life. The Balanced Approach is an intervention paradigm grounded in Restorative Justice using the community as a rehabilitative intervention. The Balanced Approach specifies three unique, practical objectives as an intervention strategy: accountability, competency development and public safety. CEC has operationalized the three objectives as follows:

Accountability - Simply stated, Accountability refers to the requirement that offenders accept responsibility for their actions without blaming others and "make amends" for the harm resulting from their crimes by repaying or restoring losses to victims and the community.

Competency Development - Competency Development refers to students becoming more aware of their actions and developing competencies that are more appropriate. Many of these competencies include social skills and behaviors. CEC believes in preparing students to be productive and responsible persons in the community.

Safety - Camp Aspen recognizes the responsibility of ensuring safety for all and that students are more willing to act as a community when they feel safe. Therefore, Camp Aspen places a priority on creating and ensuring a safe environment. The overall objective is to convey to the students that: 1) they are part of a community--the Camp Aspen community, 2) that their actions affect the community, and 3) that this community will address actions that affect the community and/or will ensure a restoration of losses to the community.

Experiential Programming - Additionally, Camp Aspen uses experiential learning as an intervention strategy. Experiential learning is based on the belief that change occurs when people are placed outside positions of comfort and immersed into situations that are new and unique. The students learn to encounter the natural consequences of their behaviors in a neutral environment. Experiential programs are designed to challenge the barriers of opposition and defiance through extensive group activities that support effective and functional peer and adult relationships.

Challenging activities are presented in a manner that encourages student involvement and allows students to learn and practice decision-making and problem-solving skills and to explore issues of trust. While staff maintains control of safety issues and management, students learn they have control of their attitudes and their choices. Staff avoids power and control struggles during the experiences and encourages teamwork in order to accomplish their tasks. In this process, the student learns appropriate dialogue to express feelings of anger and fear, as well as problem-solving skills to deal with issues of selfishness, manipulation, and relationships. These new skills are taught, and the student learns to develop role-modeling skills and to set examples for others. The interesting and often difficult activities have the potential to enable students to view the world differently and to develop new patterns of living.



The experiential programming is interspersed through the duration of the program and will be selected based on the resident's readiness and staff's level of trust of each student. All experiential activities are carefully planned and closely supervised with safety as the priority. Through this process, students can not only develop insight and new understandings of who they are and what they want out of life but also develop discipline, responsibility, and leadership skills.

Community Service – An important mission of the program is to provide work skills and alternative learning opportunities to meet the individual needs of the youth. All projects are constructive and expose students to a variety of basic work skills. The work component is critical as it teaches residents to plan and complete work assignments that vary in length, scope, and complexity. These projects are designed to encourage students to develop initiative, flexibility, creativity, and leadership skills that can be applied to any task. Students consistently volunteer at events as an important part of the program's commitment to restorative justice.

The youth are exposed to a variety of agencies and communities while involved in these projects. A major goal is to provide the youth with leadership opportunities that will lead to the development of skills that are eagerly sought after by employees in the work place.

Recently, youth have volunteered at a variety of different activities around the Columbia area that include indoor and outdoor events. For example, the group created a memorial garden as a remembrance to all victims of crime, and planted several shrubs, bushes and trees. In an effort to further the meaning of the garden, the young men discussed with Camp Aspen staff the impact that their crime(s) had on the community. They also completed a project (posters, poems, and stories) and

CAMP ASPEN (SC) YOUTH HELP HABITAT FOR HUMANITY (2012)

Five young residents accompanied by a Residential Instructor from Camp Aspen participated in "The House that DJJ Built" a collaborative effort with Central South Carolina Habitat for Humanity and the South Carolina Department of Juvenile Justice (DJJ).

"The young people from Camp Aspen learned invaluable lessons through their participation in this project. We are pleased to see them inspired by their efforts, they learned the importance of work ethic and working with a team," says Erin Moffitt, Program Director.

So inspired were the group from working that day they continued the project on their own with the creation of an Adirondack chair that was presented to the home owners on the dedication day.

presented it to the Camp Aspen community and its guests at a special presentation.

In addition, Camp Aspen residents also work one day each week at the Habitat for Humanity Store assisting with moving furniture, cleaning donated items and helping customers. Other community service consists of setting up an education activity area for families at the Congaree National Park, helping with landscaping at River Springs Elementary School, and making a trip to the Carolina Coliseum to feed the homeless and clean up afterwards on Thanksgiving Day.



Program Components

The program stresses a highly structured and regimented routine that includes strict compliance to rules and standards, a highly structured daily schedule, physical fitness, individualized treatment, and classroom instruction. The primary purpose of structure and routine is to instill a sense of discipline and teamwork while mitigating an over reliance on self-will and oppositional behavior. Staff holds high expectations for the students and will hold them accountable to all standards. While adhering to a strict regimen, there will be no harassing or disrespect of the students. Consistency is an important component of the structure and is expected throughout the program.

Aftercare Program

Human Services Professionals ensure a continuity of services that support the student from Camp Aspen to the student's community. These services are available on-campus or by teleconferences. A detailed description of the Aftercare program is included in *Section D. Aftercare Program required Camp Aspen.*

Individual and Group Sessions

This refers to face-to-face, goal-oriented interventions between the student and staff. The service can be therapeutic or supportive and is used to assist the youth in solving identified problems.

- *Individual Sessions:* This consists of a face-to-face interaction between a student and staff member. The scope of issues addressed is based on the student's need, as is the modality employed by the staff.
- *Family sessions:* This includes interactions between staff and the student's family unit, either face-to-face or via telephone. The intended outcome is the management, reduction, or resolution of the identified problems for the purpose of allowing the student and his/her family to work on identified problems and thus strengthen the family unit.
- *Group sessions:* This entails face-to-face interactions between staff and a group of students. Group sessions allow the staff to address the needs of several students at the same time. The group process provides commonality of client experiences.

Family Focus

Families are an integral part of the Camp Aspen program. The Human Services Professional makes the first contact with the family upon admission. Whenever possible, the program encourages parents to participate in identifying the student's needs. The families are updated routinely on their child's progress. Telephone conferences with the youth and his parents are held monthly. Parents are invited and encouraged to attend family visitations regularly throughout their child's stay in the program. When appropriate, families are assisted with services in the



community while the student is in the program. Every effort is made to include families in the care of their child. Individual family sessions are scheduled when appropriate. If it is anticipated that the youth will return to the home after the successful completion of treatment, the family will participate in the aftercare planning process.

Milieu Programming

A familial type of environment is desired where staff and students work together to accomplish both individual and group goals. The focus is on student-to-student and staff-to-student interaction. The intent is to allow the students to experience both positive and negative interactions and outcomes. Staff will interact with students as a guide rather than an authority figure and will intervene as needed.

Nutrition

Students are provided with three nutritionally balanced meals and one snack each day. The goal is to assist the student in achieving maximum health and recognizing healthy food choices.

Psycho-educational Groups

Instructors will provide one hour educational classes Monday through Friday to address life skills, communication skills, and cognitive skills.

Physical Fitness

Physical fitness is also included in the educational curriculum. The goal is to assist the student in achieving maximum health and fitness. The training includes cardio-respiratory endurance, flexibility, muscular endurance, and body composition. Physical training is conducted daily. These activities provide an opportunity to learn problem solving techniques, appropriate behaviors when interacting with others, and relaxation techniques.

Rehabilitative Psychosocial Therapy

This refers to activities designed to improve or preserve the student's level of functioning. This component is designed to facilitate interaction among staff, students and peers, as well as to provide students with reality orientation. The component is also designed to minimize self-involvement and improve concentration when participating in these structured, goal-directed activity events.

Vocational Training/Work Projects

Vocational training and work projects are carried out in all phases of the program. An important mission of the program is to provide work skills and alternative learning opportunities to meet the individual needs of the students. This will serve to increase positive behavior, academic



skills, and core competencies. Vocational training begins with an assessment of each student's interests. This is accomplished with an assessment upon admission.

Work projects are not menial in nature. "Paying back" and contributing to society are metaphors used throughout the students stay. All projects are required to provide a learning experience for the students. Projects must also be the result of an assessment, which determines the need and value of the project. Lastly, the projects must represent work that would not be completed without the work programs. All projects are constructive and expose the student to a variety of basic work skills, including timeliness and work environmental education.

Program Interventions

- *Narcotics Anonymous Meeting:* N.A. meetings are held on campus each week. Students do not share the content of the meeting but do share their perception of how a support group will be helpful to their recovery.
- **Behavioral Phase System:** Consistency is an important component of the structure. A behavioral management level system is established to allow staff to monitor the behavior of the students. The level system provides for increasing privileges and responsibilities for each student as he progresses in their treatment.
- *Circles*: "Circles" are informal, unscheduled group counsels used to plan attainable goals, celebrate victories and address behavioral concerns. They are representative of, and thus create, equality and connectedness. Circles open communication lines and allow trust and support to flow evenly among all members. All Camp Aspen groups, teachings, and transition ceremonies are conducted in circle form. Circles may be called by anyone and are conducted by the individual who called the circle, but remain under the control of staff. A student may call a circle when he is in need of working out a problem with another student or the group.
- *Crisis Intervention:* This refers to an intensive, time-limited service provided face-toface by the staff with the student following abrupt or substantial changes in the student's functioning and/or marked increases in personal distress. The interventions are often needed to prevent further decomposition or escalation of problems.
- **Daily Chores:** This refers to services provided individually or in groups to help facilitate the student's transition from structured care to more independent living. The service modality may be chosen by staff and may differ from student to student. An assessment of each student's independent living skills is administered shortly after admission into the program. The results of the assessment will be utilized in developing of the student's Individual Care Plan and goals. Prior to discharge, each student completes a post-test to indicate areas of increased knowledge and skills.
- *Disciplinary Hearing:* A Disciplinary Hearing will be requested by a staff member after



numerous unsuccessful prior attempts to redirect inappropriate behaviors. The student's point card and DAP information will be reviewed and the situation will be discussed. The Disciplinary Team meeting members will determine the best course of action.

- Individual Care Plan Formulation, Review and Re-formulation: This consists of a written Individual Care Plan within seven days of admission, an Individual Care Plan Review every ninety days to review the progress of the student's goals and objectives and the Re-formulation of a new Care Plan after one year. Participants include the student, Human Services Professional, parent/guardian, PO/ISO and any other significant person(s) to assist with the development and review of the Care Plans. The Care Plan includes the student's strengths and skills, presenting problem, long term goal, discharge time frame, short term goals, intervention methods and frequencies, criteria for achievement and target dates.
- Intake Assessment and Re-assessments: This refers to the systematic processes of collecting and analyzing data pertinent to the student's mental health, behavior, strengths, and current problem(s)/need(s). Information shall be obtained through interviews, observations, discussions with service providers and/or the review of previous treatment records. It is an on-going process throughout the duration of stay in the program.
- *Journals*: Students are provided journals to reflect on and collect and focus their thoughts and day-to-day personal experiences. Students determine when they choose to journal and process the experience with their Human Services Professional.
- **Transition Board Meetings:** This meeting is held one time each week. Requirements to transition to the next phase include two (2) weeks of gold cards, no disrespect to staff members or peers, no fights, no profanity, and completion of the expectations of the student's current Phase. The Transition Board members will determine if the student will transition to the next phase based on feedback from all staff members, the student's response to questions about his program status and his ability to accomplish the expectations.

Program Design

Camp Aspen is a community-based program that teaches discipline, accountability, and responsibility in the context of a community justice model. The program uses experiential programming, a cognitive-behavioral approach to treatment, and a comprehensive educational curriculum that includes vocational/work experience to address criminal behavior. Students are immersed in a highly structured, regimented daily schedule that includes psychosocial and psycho-educational curriculum, individual and group sessions, family involvement, and aftercare services.



The program is divided into five specific phases: Uncovering, Discovering, Recovering I, Recovering II-V and Aftercare. All phases except Aftercare are completed on campus. Aftercare is provided when the student returns to his community. The length of the student's program is determined by his individual criteria, inclusive of his court order. Program success is based on his ability to meet the goals of his Individualized Care Plan.

I. UNCOVERING PHASE – Two Week Duration (Minimum)

UNCOVERING PHASE				
PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES		
This phase will facilitate the	1. Develop the Individualized Care Plan	1. Supervised telephone call		
student's adjustment to the community and will focus on discipline, orderliness,	Complete a time line of the student's alcohol and other substance use	to parent/guardian 2. Approved personal items		
acceptance of alcohol and/or drug problem, and a need to alter unmanageable	 Demonstrate personal and community responsibility (earn two (2) weeks gold cards) 	sent by the parent/guardian		
lifestyles.	 Complete a paper of the student's life history 			
	 Recite and demonstrate use of the first eight "Basic Social Skills" 			
i.	 Complete Step One in the "Chemical Dependency Workbook" and "Substance Abuse Workbook" 			
	7. Complete "Why Am I Here?" workbook.			
	8. Attend weekly NA meetings			

II. DISCOVERING PHASE – Four Week Duration (Minimum)

DISCOVERING PHASE

PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES
This phase will provide increased education and	 Minimum of weekly review of the Individualized Care Plan 	 Parent/Guardian visit one hour and forty five minutes
services regarding Care plan topics, inclusive of substance use, behavior	 Continue to demonstrate personal and community responsibility 	2. Supervised telephone call
management skills, and family relationships and will	 Recite and demonstrate use of the next eight "Basic Social Skills" 	to parent/guardian 3. Approved family photos
focus on the student's ability to accept accountability and	 Complete a journal on "Thinking Errors". Complete (5) five hours of community 	(2) 4. Approved personal

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DISCOVERING PHASE				
PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES		
responsibility for his actions.	service	hygiene products		
	6. Complete a Family Genogram	5. Approved off-campus		
	7. Attend weekly NA meetings	activities.		

III. RECOVERING I PHASE - Four Week Duration (Minimum)

RECOVERING I PHASE

PURPOSE OF THIS PHASE	EXPECTATIONS	PRIVILEGES
This phase will provide continued education and	 Minimum of weekly review of the Individualized Care Plan 	 Parent/Guardian, Siblings & Grandparents visit with
reinforcement in substance use and skill development; with an emphasis on the	 Continue to demonstrate personal and community responsibility. 	approved food items (90 minutes) one hour and forty five minutes
student's ability in demonstrate leadership skills. This focus will be to	 Recite and demonstrate use of the next eight "Basic Social Skills" 	 Supervised telephone call to Parent/Guardian
develop a realistic and	 Continue to demonstrate that the student does not engage in the "Seventeen 	3. On-campus movie omit
supportive Relapse Prevention Plan and an	Thinking Errors"	 Towel (1) and face cloths (2) from home (total
Aftercare Plan that will assist the student to	 Complete an additional five (5) hours of community service 	amount) omit
successfully transitioning to the community.	6. Demonstrate leadership skills	 Approved family photos (2 additional: 4 total)
	 Facilitate a group session Develop a Relapse Prevention Plan that 	6. 1 pair of pants (fitted at
	Develop a Relapse Prevention Plan that includes My AfterCare Plan, Discharge	the waist; to be worn after school hours)
	Plans and Eco Map.9. Complete a "Values for Responsible Living"	 Approved off-campus activities
	journal.	8. Radio and headphones
	 Complete an assignment on "Covey's Habits". 	
	 The student and his parent/guardian will negotiate a plan of expectations for when he returns home by completing a "Family Rules contract". 	
	12. Attend weekly NA meetings	



IV. RECOVERING II - V PHASE – Three Month Duration (Minimum)

RECOVERING II PHASE					
PURPOSE OF THIS PHASE		EXPECTATIONS		PRIVILEGES	
This phase will continue to	1. Re	eview Individualized Care Plan	1.	Parent/Guardian, Siblings &	
emphasize leadership skills and to finalize Aftercare and Discharge plans.		ontinue to demonstrate personal and ommunity responsibility		Grandparents visit with approved food items one hour and forty five minutes	
	3. Co	ontinue to use all "Basic Social Skills"	2.	Supervised telephone call to	
		ontinue to use the Covey's "Seven Habits		Parent/Guardian	
		f Highly Effective People"	3.	Approved family photos (4)	
	do	ontinue to demonstrate that the student oes not engage in the "Seventeen hinking Errors"	4.	Approved off-campus activities	
	6. Co	ontinue to demonstrate leadership skills	5.	Radio and headphones	
	7. Fi	inalize Discharge Plans			
	8. Fi	inalize Aftercare Plans			

V. AFTERCARE PHASE

AFTERCARE PHASE				
PURPOSE OF THIS PHASE	DESCRIPTION	STRUCTURE		
This phase will ensure continuity of support and services from the program to the community.	After leaving the program, Camp Aspen staff will provide aftercare for three months or until the conclusion of parole, whichever occurs first. Services will include, but are not be limited to, the use of telephone communication, "in- person" visits, school and employment site monitoring, and intermittent spot checks to confirm compliance with parole and expectations. Documentation of contacts will be provided to the South Carolina Department of Juvenile Justice (DJJ) Community Specialist within three days of the contact. Should the juvenile violate	During the first month after returning home, contact will be made weekly. At least two of these will be in-person visits and shall include relevant family or community members. During the second month after returning home, three contacts will be made. At least two contacts will be in person contacts. During the third month after returning home, two contacts will be		
	the terms of the parole, the Community Specialist must be notified immediately or the next working day.	accomplished. At least one contact will be an in person visit. [®]		



Camp Aspen's Education Program

Camp Aspen has an on-site education program that consists of an integrated curriculum that includes basic educational requirements, special education, GED programming, and an Innovative Program Proposal to incorporate the A+nyWhere Learning System (A+LS). Each of the aforementioned educational components are transferable to an individual's home school through the coordinated effort of Camp Aspen, the SC Department of Juvenile Justice, and the SC Department of Education. The education program complies with guidelines and requirements outlined by the State Department of education. All of the current teachers at Camp Aspen are certified in at least one or more of the following subjects: math, science, social studies, English, and special education.

Camp Aspen's students participate in a daily school schedule of six classes (thirty hours per week), each class has a one-totwelve (1:12) teacher-to-student ratio. Additionally, each classroom has a residential instructor providing a one-toeight (1:8) staff-to-student ratio. Camp Aspen's teachers are all certified by the South Carolina Department of Education. Areas of teacher certification include:

- Special Education
- Middle School Social Studies
- English
- Middle School Mathematics
- Middle School Language Arts
- Elementary, Early Childhood, and Secondary Guidance

Each full-time teacher is required to complete 37.5 hours of professional development annually.

Camp Aspen's Education Director and DJJ's Special Education department work together to ensure that each special needs student receives his support services. Records for each special needs student are maintained on site. All testing is conducted at Camp Aspen. Any student who is identified as a special needs student receives an Individualized Education Plan (IEP) with all appropriate programming. Camp Aspen's Education Director, in

CAMP ASPEN WINS THE 2011 AMI HISTORY BOWL!

Camp Aspen just may have the smartest kids in their South Carolina group that participated in the American Marine Institute's kids History Bowl. A definite victory was confirmed by a landslide win by the young residents of Camp Aspen.

Cohen, Educational Marc Director, led the team of four students as their captain as they competed against seven other teams in a question and answer format. The competition focused on South Carolina history, including names and dates of important events, as well as questions related to facts about the state of South Carolina (state song, state bird, etc.).

When the team arrived back at Camp Aspen, the entire camp of residents and staff were there to greet them with a cheer. The trophy awarded to them is now proudly on display in the lobby.



conjunction with the Special Education Department at the DJJ coordinates all services for each individual. Camp Aspen's Education Director and teachers trained in special education are knowledgeable of state and federal requirements associated with IEP implementation. Each special needs student receives accommodations and modifications in order to better serve his educational needs.

Any student who qualifies may be eligible to earn his GED while at Camp Aspen. Once the student takes and passes the Pre-GED, he is signed up for the official test, which is offered on the DJJ campus once every other month. Camp Aspen's students maintain one of the highest GED passing rates each year, as compared with all of the other DJJ educational facilities. Currently, 84% of the students who have taken the GED in the 2013-2014 school year have earned their GED.

In the past year, Camp Aspen has been included in an Innovative Program Proposal with several other DJJ schools to incorporate the A+nyWhere Learning System into its curriculum. A+LS is a comprehensive software program that provides students with credit deficiencies the opportunity to earn credits for high school classes. It is an Camp Aspen is especially proud of students who have achieved their GED and then continued on their educational path by taking the SAT test and **later enroll and be accepted to institutions of higher learning**. One former Camp Aspen student was even awarded a scholarship to Lander University. Several residents who have followed this same journey frequently keep in touch with Camp Aspen staff and students to provide motivation and thank the staff and Camp Aspen for their messages of encouragement.

ideal way for the facility to offer a more efficient way to improve its instructional process and a means for each student to enhance his chances to earn his high school diploma.

Additionally, Camp Aspen receives Title I funding and is currently meeting all of the state and federal regulations required by these departments.

Aftercare/Follow-up Program

Aftercare planning begins upon admission and continues throughout the program. The key to aftercare planning is effective Care Plan development. The elements of the program will adhere to are:

- Accurate assessments and clarification
- Thorough Care Plan development
- Appropriate mix of surveillance and service
- Incentives and consequences
- Brokerage and linkages



Camp Aspen utilizes an aftercare plan that involves the following underlying principles:

- Progressively greater freedoms
- Increase in community interaction and involvement
- Extensive work with community support systems
- Development of new resources and opportunities
- Monitoring and testing

Experience has shown that aftercare services can greatly enhance success in the community, and proficient Care Plan development is the cornerstone of this process. It is the responsibility of the Human Services Professionals to develop a Care Plan that includes aftercare planning, service needs, and family services in the community. The Human Services Professional will gather feedback and suggestions from the Care Plan Review team members, the student, and family and appropriate personnel from the Department of Juvenile Justice when developing the Individual Care Plan.

All services that may assist the student in remaining crime free will be utilized. Appropriate levels of supervision required upon discharge will be included, and graduated sanctions developed in concert with the Community Specialist/Parole Office will be determined. Camp Aspen will employ a Human Services Professional who will have the responsibility of managing aftercare service from the facility and coordinating with the local Community Specialist/Parole Officer and the community. CEC understands the importance of aftercare programs and will make every effort to coordinate all plans in conjunction with the Department of Juvenile Justice staff and local providers.

Prior to completion of the program, the Human Services Professional will meet with or telephone the Community Specialist/Parole Officer to discuss the student's progress in the program, review remaining individual needs, and discuss tentative plans. The program and the Community Specialist/Probation Officer need to articulate appropriate interventions for the student upon his return to the community. The program will give clear recommendations for post-discharge services and a comprehensive accounting of the student's progress in the program. The Human Services Professional will develop the aftercare plan following feedback and suggestions from the student, the family, and the Community Specialist/Probation Officer. The aftercare plan will include all required services, as well as monitoring system and graduated sanctions.

The program will arrange for a variety of community interventions to include the following:

- Restitution agreements
- Mentoring

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- Leisure/recreation plans
- Tracking services
- Drug screens
- Employment Preparation
- Living arrangements
- School
- Outpatient counseling

Many communities do not have all the services required for aftercare planning. Camp Aspen will work with

individual communities to develop creative alternatives to basic services.

EMPLOYMENT PREPARATION

In Fall 2013, Camp Aspen hosted the Governor and the Department of Juvenile Justice for the JRTC Grand Opening. Ten Camp Aspen students participated in a class and prepped to answer questions about their experiences at Camp Aspen. Students received certificates for the session "Tackling the Tough Skills: Attitude." This group engaged in the other four courses in this series in the weeks following the grand opening.

The program will also give ample notice of discharge to the Community Specialist/Probation Officer. After leaving the program, Camp Aspen staff will provide three months of aftercare or until the conclusion of parole, whichever occurs first. Services will include, but not be limited to, the use of telephone communication and "in-person" visits.

E. Medical and Dental Services

Camp Aspen currently employs one Health Care Coordinator to address and monitor the medical and psychopharmacological needs of the students. A written agreement has been developed with a local pediatrician to provide medical/prescription services and/or referrals to an appropriate medical specialist. Prescription medication is provided through an agreement with a local pharmacy. Other agreements have been developed to cover medical emergencies include psychiatric and dental emergencies. Current medication records are maintained in a doublelocked file cabinet in each dorm. After an end of the month audit, the medication records are filed in the student's Service Delivery Record. All other medical information is also maintained in the student's Service Delivery Record.

Additionally, all staff whose duties include supervision of students will be required to have training in First Aid and CPR within 90 days of employment and to remain certified while employed at the facility. Training is also provided to all eligible staff who ensure the student receives medication.

CEC understands and agrees to comply with all other provisions outlined in *Section E. Medical and Dental Services.*



F. Food Services

Camp Aspen currently employs a Food Service Manager (1 FTE) who is responsible for ensuring that all meals served will be in compliance with the 1989 Recommended Daily Allowance for meals as established by the National Academy of Sciences, and meet all Federal guidelines for the National Breakfast and Lunch Program. Kitchen staff, under the direction of the Food Service Manager, prepares and serves nutritionally balanced, well-planned meals from a 4-week cycle menu, including an evening snack that has been approved by a Registered Dietitian. The daily menu ensures students meals range from 3,250 to 3,500 calories. All meals are prepared and served in a manner that meets all health and safety codes.

Special Diets, Religious and Medical - Camp Aspen provides, at no additional cost, religious or medical diets conforming to special religious or physician-ordered specifications. Although rare, they could include weight reduction, weight gain, or a variety of other medical specifications. Diabetic conditions may require restricted diets as dictated by specific medications prescribed. Once approved by a registered dietician, CEC/Camp Aspen shall submit the menu for the following month to the Department of Juvenile Justice's Dietary Program Manager for approval. Sample 4-week cycle menus are attached below and on the following pages:

Meals	Breakfast	Lunch	Supper
SAT 07.20	Pancakes, Beef Sausage	Chopped BBQ Sand., Baked Beans, Corn	Shepards Ple W/Cheese
	Fruit, Milk	Fruit, Milk	Bread Slice
SUN 07.21	Oetmeal, Sausage Pattles, Toast	Fish Sand., Chips, Tossed Salad	Meatloaf, Garden Blend Rice, Mixed Veg
	Fruit, Milk	Fruit, Milk	Bread Slice
MON 07.22	Bacon, Eggs, Hash Browns	Baked Chicken, Rice, Collard Greens	Sliced Ham, Stuffing, Mixed Veg.
	Juice, Milk	Fruit, Milk	Bread Slice
TUES 07.23	Oatmeal, Sausage Links, Toast	Rojer Woods, Pot. Wedgess, Tossed Salad	Pork Chops, Rice, Green Beans
	Fruit, Milk	Fruit, Milk	Bread Slice
WED 07.24	Sausage Patties W/Biscuits & Gravy, Eggs	Meatball Subs, Noodles W/Marinara	Country Fried Steak, Mash Pot., Spinach
	Juice, Milk	Green Beans, Fruit, Milk	Bread Slice
THUR 07.25	Beef Sausage, Cheese Grits, Toast	Cajun Chicken Salad, Ritz Crackers, Pastries	Turkey Casserole, Corn
	Juice, Milk	Fruit, Milk	Bread Slice
FRI 07.26	Bagels W/Cream Cheese, Sausage Links,	Burritos, Spanish Rice, Pinto Beans	Spaghetti, Green Beans
	Yogurt, Granola, Juice, Milk	Fruit, Milk	Bread Slice

SAMPLE WEEKLY MENU - WEEK 1

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SAMPLE WEEKLY MENU - WEEK 2

Meals	Breakfast	Lunch	Supper
SAT 07.06	French Toast, Sausage Links	Chicken Sand., Mac & Cheese Bites, Corn	Ravioli W/Cheese, Sweet Peas
	Fruit, Milk	Fruit, Milk	Bread Slice
SUN 07.07	Cereal, Yogurt, Donuts	Chicken Sticks, Chips, Sweet Peas	Country Fried Steak, Wild Rice, Spinach
	Fruit, Milk	Fruit, Milk	Bread Slice
MON 07.08	Bacon, Eggs, Hash Browns	Baked Zitl, Garlic Bread, Green Beans	Spaghetti, Green Beans
	Juice, Milk	Fruit, Milk	Bread Slice
TUES 07.09	Oatmeal, Sausage Links, Toast	Smothered Chicken Mashed Pot., Sweet Peas	Chessy Beef & Mac, Green Beans
	Fruit, Milk	Fruit, Milk	Bread Slice
WED 07.10	Sausage Patties W/Biscults & Gravy, Eggs	Mexican Lasagne, Corn Chips, Tossed Salad	BBQ Chicken, Cheese Pot, Mixed Veg
	Juice, Milk	Fruit, Milk	Bread Slice
THUR 07.11	Beef Sausage, Cheese Grits, Toast	CheeseSteak, Fries, Green Beans	Italian Sausage, Stewed Tom. W/Corn, Rice
	Granola, Yogurt, Juice, Milk	Fruit, Milk	Bread Slice
FRI 07.12	Chicken Biscult, Hash Browns, Eggs	Chicken Parm, Noodles W/Marinara	Spiral Ham, Rice, Collard Greens
	Hash Browns, Juice, Milk	Fruit, Milk	Bread Slice

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SAMPLE WEEKLY MENU - WEEK 3

Meals	Breakfast	Lunch	Supper
5A'' 03.01	Oatmeal, Sausage Links, Toast	Chicken Sand. Chips, Granola, Lettuce Tom,	Spiral Ham, Stuffing, Green Beans
	Fruit, Milk	Fruit, Milk	Bread Slice
SUN 03.02	Grits, Sausage Patties, Toast	Cheeseburgers, Fries, Lettuce Tom.	Beef Stew W/ Veg., Rice
	Fruit, Milk	Tom, Fruit, Milk	Bread Slice
MON 03.03	Fried Bologna, Hash Brown Eggs	Open Faced Turkey Mashed Pot., Corn	Turkey Casserole, Sweet Peas
	Fruit, Milk	Fruit, Milk	Bread Slice
TUES 03.04	Oatmeal, Sausage Links, Toast	Meatball Subs, Noodles W/Marinara, Veg	Baked Chicken, Rice, Broccoli
	Fruit, Milk	Fruit, Milk	Bread Slice
WED 03.05	Bacon, Eggs, Grits	Baked Chicken, Cheese Pot., Broccoli	Pork Chops, Mashed Pot., Green Beans
	Fruit , Milk	Lettuce/Tom., Fruit, Milk	Bread Slice
THUR 03.06	Grits, Beef Sausage, . Toast	Tacos, Spanish Rice, Pinto Beans	Cheesy Turkey Ham., Mixed Veg
	Hash Brown, Juice, Milk	Fruit, Milk	Bread Slice
FR: 33.07	Biscuits & Gravy, Bacon, Eggs	Tuna Subs, Chips, Cookies Lettuce Tom.	Spaghetti, Sweet Peas
	Fruit, Milk	Fruit, Milk	Bread Slice

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SAMPLE WEEKLY MENU - WEEK 4

Meals	Breakfast	Lunch	Supper
SAT 04.26	Oatmeal, Sausage Links, Toast	Turkey & Cheese, Chips, Cookies, Lettuce	Salisbury Steak, Mashed Pot., Green Beans
	Fruit, Milk	Fruit, Milk	Bread Slice
SUN 04.27	Pancakes, Sausage Patties, Toast	Tacos Spanish Rice Pinto Beans	Vegetable Beef Stew Over Rice
	Fruit, Milk	Tom, Fruit, Milk	Bread Slice
MON 04.28	Grits, Eggs, Sausages	Sweet & Sour Pork, Egg Rolls, Asian Rice	Chessey Turkey Ham, Broccoli
	Fruit, Milk	Fruit, Milk	Bread Slice
TUES 04.29	Oatmeal, Sausage Links, Toast	BBQ Chicken, Cheese Pot., Corn	Meatballs, Mashed Pot., Sweet Peas
	Fruit, Milk	Fruit, Milk	Bread Slice
WED 04.30	Bagels W/Cream Cheese, Sausage, Donuts	Homemade Pizza Tossed Salad	Turkey Casserole, Mexed Veg.
	Fruit , Milk	Lettuce/Tom., Fruit, Milk	Bread Slice
THUR 05.01	Sausage & Egg on Englich Muffin, Hash Brown	CheeseSteak, Loaded Pot., Mexed Veg.	Keilbasa & Pot., Corn
	Juice, Milk	Fruit, Milk	Bread Slice
FRI 05.02	Biscuits W/Gravy, Eggs, Sausage Pattie	Fried Fish Pot. Wedges	Baked Chicken, Stuffing, Lima Beans
	Fruit, Milk	Fruit, Milk	Bread Slice
		MENUS ARE SUBJECT TO CHANGE	

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G. Prison Rape Elimination Act (PREA) Standards

CEC and Camp Aspen have adopted and currently comply with the Federal Prison Rape Elimination Act (PREA) Standards in regards to any juvenile transferred by SCDJJ to the program. CEC will ensure that all our employees and other agency employees, entities or contractors who directly supervise transferred juveniles are oriented and trained on their responsibilities related to PREA prior to allowing those employees to have contact with any youth at Camp Aspen.

Upon admission to Camp Aspen, each student reads and signs an information sheet on "Preventing and Reporting Sexual Harassment, Sexual Misconduct and Sexual Assault/Rape" and receive instructions that Camp Aspen has a "No Touch Policy" for the safety of all students.



B. ADMINISTRATIVE AND FINANCIAL CAPABILITY

Community Education Centers (CEC) Inc. is the largest provider of re-entry and in-prison treatment services in the United States. Established in 1996 as a private for-profit company, CEC offers cost-effective and evidence-based treatment services, with a focus on substance abuse treatment, for criminal justice populations, including juveniles. The residential reentry programs that CEC operates on behalf of state, federal, and county agencies have been shown to reduce recidivism and been recognized as valuable alternatives to more expensive forms of incarceration. With the acquisition of CiviGenics in May 2007, CEC expanded its service offerings to include in-prison treatment and jail management. This rendered CEC one of the few organizations in the field with extensive experience in both substance abuse treatment and custody operations.

Headquartered in New Jersey, CEC operates facilities and programs in 80 locations across 17 states and the Commonwealth of Bermuda, employing more than 4,000 individuals. CEC provides services under contract to county, state, and federal government agencies.

CEC's solid financial position has allowed the company to broaden its capabilities. Although CEC is best known as a provider of correctional treatment services designed to prepare offenders for a successful reentry into the community, CEC also has extensive experience renovating buildings and designing, constructing, and operating correctional facilities.

1. Financial Assurance

On-site fiscal accounting at Camp Aspen is limited to the maintenance of a petty cash account for incidental program expenditures. A general ledger that conforms to the specifications of CEC's corporate bookkeeping requirements. Petty cash and the general ledger are kept in a lockbox and in a locked file cabinet in the program's administrative office. All other accounting activities are processed through and administered at CEC's corporate office. CEC's financial management staff includes a Chief Financial Officer who oversees the financial analysts, operational finance, and accounts payable/receivable departments. All are staffed by appropriately qualified and credentialed personnel. Corporate accounting policy and procedures are maintained at the company's New Jersey headquarters and made available to program staff.

Additionally, CEC engages the services of an independent auditing firm whose CPAcredentialed staff prepare annual reports, including consolidated financial statements according to standard accounting procedures. These will be made available to the contract administrator as necessary. CEC has included a copy of our Independent Auditor's Report Statement (the cover letter to the audit report) from 2013 on the following page for reference as required by the RFP.



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Report of Independent Auditors

To the Board of Directors and Stockholders of Community Education Centers, Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of stockholders' equity and comprehensive income (loss) and of cash flows present fairly, in all material respects, the financial position of Community Education Centers, Inc. and its subsidiaries (the "Company") at December 31, 2011 and 2010, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

Pricestulone Cooper LLP

January 18, 2013

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PricewaterhouseCoopers LLP, 400 Campus Drive, Florham Park, NJ 07932 T: (973) 236 4000, F: (973) 236 5000, www.pwc.com/us

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2. Staff Capability Program Staffing

Camp Aspen uses a variety of programs and approaches to bring about positive changes in youth. Staff play a key role in this process. Although specific treatment approaches are important, CEC believes that developing positive and healthy adult and youth relationships is crucial to any corrective experience. Therefore, in selecting staff, CEC looks for individuals who are capable of developing genuine and positive interactions in a role modeling or mentoring relationship. Without this much-needed guidance and support youths are bereft of models for recovery from alcohol and drug abuse.

CEC endorses the theory that discipline combined with care fosters positive relationships and leads to change. Therefore, CEC trains its staff to respect youth and to live and work in a manner that fosters trust with its students. CEC also believe that it is crucial to employ staff who have resolved their own alcohol and drug abuse issues and is confident enough to hold youth accountable for their actions without being punitive or abusive.

At Camp Aspen, CEC selects and trains individuals who:

- ✓ Value relationships with the youth and recognize that these relationships form the cornerstone of the program
- ✓ Understand the serious nature and purpose of our program
- ✓ Recognize the cognitive-behavioral correctional program and the importance of the program's mission
- ✓ Interact effectively with youth and their families while being purposeful, courteous and direct in all of their actions
- ✓ Focus on the student's and family's strengths, interests, values, and needs

The Camp Aspen program is overseen by the Program Director who directly supervises the Deputy Director of Treatment, the Deputy Director of Operations, Education Director, and Office Manager. The Program Director has primary responsibility for the smooth and effective execution of the core program, as assisted by the Leadership Team.

CEC assures the Department that staffing patterns presented in our budget will meet and exceed staff-to-student ratios required by GCMS. The staff-to-student ratio will be a minimum of one HSP or non-HSP staff to eight students during program hours. During sleeping hours, all of the following conditions shall be met: 1) a minimum of two HSP or non-HSP staff will be present in each dorm and on-call staff will be available for emergencies, 2) a minimum ratio of one HSP or non-HSP staff to ten students will be maintained in each dorm.



Camp Aspen shall ensure appropriate involvement of the HSP in each resident's care. This involvement shall include an assessment, development and signature of the Individual Care Plan, as well as periodic re-confirmation of the necessity of services and the appropriateness of care.

Service components of the program shall be rendered by the HSP or by staff under the supervision of the HSP. The following standards will be met: 1) The HSP will meet the professional standards as defined by the Finance Commission, 2) The non-HSP shall have the appropriate training to ensure that services are rendered in accordance with acceptable clinical practice, and 3) The staff will be engaged in client-centered activities during program hours.

Therapeutic services shall be provided by or directly supervised by the HSP. The HSP has a dual responsibility: supervising the performance of the non-HSP staff; and evaluating, assessing, and treating students who are receiving services.

The HSP shall be available for supervision and consultation during program hours. The HSP must spend a minimum of 40 hours per week on-site at the program. Those hours must normally be scheduled at a time the residents are expected to be awake, and the HSP must spend a portion of his/her time observing and interacting with them. This will ensure that youth are receiving services in a safe, efficient manner according to accepted standards of clinical practice. Also, the HSP shall meet at least every other week with non-HSP staff either individually or in groups to discuss specific resident's cases in order to monitor his behavioral, psychological, and psychosocial development. This meeting will be documented in the weekly Progress Summary Notes.

The Administrator/Program Director will directly supervise the Leadership Team, which consists of the following: Deputy Director of Treatment, Deputy Director of Operations, Education Director, and Office Manager.

Camp Aspen recognizes the need to exceed the minimum requirement guidelines for direct care staff. It is CEC's experience that the "minor" offenders are as frequently prone to disruptive acting out behaviors as are more serious offenders and therefore require as much attention. To ensure students receive adequate attention and are exposed to positive role models, Camp Aspen maintains a high staff-to-student ratio. This also helps prevent staff "burnout", which would place the program at risk for strained staff and client relationships. The Camp Aspen program is relationship based and, although more costly, can produce greater security and student progress.

Camp Aspen uses a three eight-hour shift model for direct care staff (non-HSP). Night staff are employed on third-shift and staffed with a minimum of four night instructors. Human Services Professionals and other professional staff work an eight-hour shift that coincides with the business hours of most referring agencies. HSPs are available for crisis stabilization 24 hours a day, seven days a week.

Community Education Centers, Inc. West Caldwell, New Jersey



Interns and Volunteers

An intern or volunteer is an unpaid individual who is not employed by the facility and who is scheduled to work on an "as needed" basis. Camp Aspen elicits involvement from private citizens and students from academic institutions, where feasible, to enhance and expand the services and programs offered to the students. The use of volunteers and interns permits increased personal contact for the students, broadens community resources for the program, increases public awareness of the juvenile justice system, and develops management skills among staff.

Multi-Disciplinary Team Approach

The program uses a team approach to delivering services. Students are assigned to an HSP who has no more than 12 students in his or her caseload. The Multi-Disciplinary Team will consist of the following staff:

- Human Services Professional
- Education Director or education team representative/designee
- Deputy Director of Treatment (oversees Clinical Staff and Health Care Coordinator)
- Instructor(s)

The multi-disciplinary team will be led by the Deputy Director of Treatment who will have the responsibility to ensure that all Human Services Professionals plan and implement each student's Individualized Care Plan and that all documentation is in compliance with state, federal, and agency requirements.

Program Goals:

The primary mission of Camp Aspen is to provide a powerful experience that addresses criminal behavior, personal accountability, and the therapeutic needs of male adolescents. Camp Aspen is dedicated to returning students to their families and the community with a heightened awareness of personal integrity, diminished defiant behavior, improved social functioning, and enhanced life skills. Overall goals are to:

- 1. Reduce recidivism
- 2. Increase vocational goals and abilities
- 3. Increase academic goals and performance



- 4. Address those behavioral disorders, emotional problems, or actions that resulted in placement
- 5. Provide individual, group and family sessions
- 6. Assist students in finding jobs upon completion of the program when appropriate
- 7. Provide community and volunteer services
- 8. Assist the student with reparation to the victim and/or community harmed

Key Personnel

Mr. Steve Tomlin, Vice President, Eastern Region. With over 20 years of experience in the fields of substance abuse, reentry and criminality. Mr. Tomlin is a national leader in Re-entry Services. An experienced authority on clinical and operational oversight, his current regional responsibilities include over 40 sites with a service capacity of 14,000 individuals. A content expert on facility start-up and program design, he has lead activations and transitions of both acquired and merged entities. In addition, he serves as governmental liaison, working with local and national leaders shaping public policy on issues confronting the criminal justice system.

Key members of the Camp Aspen program include the following:

Ms. Erin Moffitt, Program Director

Ms. Maria Speaks, Deputy Director of Treatment

Mr. Marc Cohen, Education Director

Mr. Glen Savage, Deputy Director of Operations

Resumes of all of the above personnel are included for your reference as **Exhibit 1 – Camp Aspen Resumes**. We have also included resumes for our Health Service Professionals (HSPs) within this exhibit.

Additionally, a facility organizational chart and job descriptions for the key personnel positions at Camp Aspen have been included as **Exhibit 2 – Camp Aspen Staffing.**

Key Corporate Personnel

Key members of the CEC corporate management staff have many years of experience in the areas of addiction treatment and correctional rehabilitation and are listed below.





CEC has a Board of Directors that approves company-wide management and operational procedures. The **Chairman/CEO**, John J. Clancy, oversees operations and delegates authority to individuals to ensure effective facility management, including contract compliance, security and treatment. Mr. Clancy has more than 32 years of experience in the corrections field. He oversees all of CEC's operations in order to ensure effective facility management, including contract compliance, security, and treatment. He is experienced in all phases of social service, education, and health care program development, implementation, funding mechanisms, budget supervision, staff evaluation, and supervision.

Mr. Clancy has held more than a dozen offices for various organizations and has been selected for more than 30 community service awards, including the 1999 Ernst & Young's "Entrepreneur of the Year" Award and the 1999 "Award of the Nineties" from the National Council on Alcohol and Drug Dependence for his pioneering work with drug-affected offenders.



Michael Hellriegel, Chief Financial Officer, has over 30 years of experience in service industries, fifteen of which he has served as CFO of both public and private international companies. He has extensive experience in strategic planning, SEC reporting, mergers and acquisitions, and financial and operational restructuring. Prior to joining CEC, Mr. Hellriegel served as the Chief Financial Officer of Kroll, Inc., a global leader in risk consulting, providing investigative, intelligence, financial, security and technology services to organizations in 31 countries. Mr. Hellriegel joined Kroll, Inc., an

international business services organization providing staffing, outsourcing and consulting services. While at Butler International Inc., he served as Chief Financial Officer and other roles, including Controller, Director of Financial Analysis and Reporting and Manager of Financial Operations. Prior to joining Butler International Inc., Mr. Hellriegel served in various financial reporting and auditing functions with The Coca-Cola Bottling Co. of New York, Inc. Mr. Hellriegel holds a Master of Business Administration degree from Farleigh Dickinson University and a Master of Science in Strategic Communications from Columbia University. He earned his bachelor's degree in Accounting from St. Peter's College.



Robert Mackey, PhD, CADC, is Senior Vice President for Reentry Operations at Community Education Centers. With more than 30 years of experience, Dr. Mackey has provided therapeutic services to adult and juvenile offenders in public and private sector operations. He is a Licensed Psychologist and Clinical Alcohol & Drug Counselor and has also served as a law enforcement officer.

Dr. Mackey has served on numerous Advisory Commissions including the NJ Supreme Court Advisory Board for Domestic Violence, the NJ Department of Education, and Ocean County College Veteran's Advisory



Committee. He is also a certified Alcohol and Drug Counselor and a Domestic Violence Specialist. Dr. Mackey has overseen CEC's outcome-based research efforts which have shown significant reductions in recidivism for participants in CEC's reentry programs. Dr. Mackey is a graduate of Trenton State College, where he received his BA in Psychology. He is also a graduate of Seton Hall University where he earned a MA in numerous technical assistance and training initiatives for correctional treatment programs in the United States and abroad. Mr. Elder recently had the opportunity to present at Illinois Alcohol and Other Drug Abuse Professional Certification Association's (IAODAPCA) Spring 2011 Conference.

Dr. Mackey is an expert in all facets of CBT program delivery, having designed and delivered nationwide state-of-the-art trainings to clinical professionals. As the leader of the CEC Research Team, (including: Ralph Fretz, Ph.D, CEC Director of Assessment; Louis Barretti, CEC Director of Family Services; and Angela Mims, Ed.D, CEC Director of Women's Services)



Steve Tomlin, MHS, CAC, CCS, Vice President, Eastern Region. With over 20 years of experience in the fields of substance abuse, reentry and criminality. Mr. Tomlin is a national leader in Re-entry Services. An experienced authority on clinical and operational oversight, his current regional responsibilities include over 40 sites with a service capacity of 14,000 individuals. A content expert on facility start-up and program design, he has lead activations and transitions of both acquired and merged entities. In addition, he serves as governmental liaison, working with local

and national leaders shaping public policy on issues confronting the criminal justice system. Professional affiliations include; ACA, CAMA, APPA, MASCA, PAPPC, DASPOP, and National Association of Alcoholism and Drug Abuse Counselors (NAADAC). He also served as a charter Board Member of both PAADAAC and CAMA-PA. He is a PA Board Certified Chemical Addiction Counselor and Certified Clinical Supervisor.



Ms. Marlene Riordan, Vice President, CEC Healthcare Services. Ms. Riordan has over 30 years of experience as a health service administrator in various health care settings with expertise in licensing and accreditation. She has an extensive background in strategic planning, operations, program development, managed-care, marketing and referral development. Ms. Riordan also has comprehensive knowledge of quality management principles and is certified as a health care quality professional. She is responsible for the administrative and operational oversight of each medical department within various CEC-operated facilities. Prior to joining CEC, Ms. Riordan held management positions with Mount Carmel Guild Behavioral

Health System in New Jersey, Health Insurance Plan of New Jersey, Northeast Recovery Centers and Fair Oaks Hospital in Summit. Ms. Riordan holds a Master's of Public Administration degree with a Certificate in Health Services Administration from Fairleigh Dickinson University and a Bachelor's degree in Nursing from Seton Hall University.



Ms. Riordan is a Registered Nurse in New Jersey and Pennsylvania, and is a Certified Professional in Healthcare Quality (CPHQ) and Certified Correctional Health Professional (CCHP). She earned a MPA degree in Health Services Administration, Fairleigh Dickinson University and a BSN at Seton Hall University.

Resumes for corporate personnel have been included as Exhibit 3 – Corporate Resumes.

3. History and Background

Community Education Centers is the largest provider of reentry and in-prison treatment services in the United States. Established in 1996, as a private for-profit company, CEC offers high quality, cost-effective and evidence-based treatment services and proven programs that have been shown to reduce recidivism. CEC provides services under contract to county, state, and federal government agencies.

CEC provides residential and nonresidential reentry programs, in-prison treatment services, and jail management services. Within these settings, CEC offers a full range of services including comprehensive assessment, therapeutic communities, parole and probation violator programs, work-release centers, juvenile programs, day reporting, and drug and alcohol screening and treatment, medical services, outpatient treatment, and electronic monitoring services. All of CEC's facilities provide transition along a continuum of care—from prison to community.

CEC houses and treats program participants in a humane and dignified fashion. The respect shown to offenders encourages them to practice appropriate social behaviors. All of CEC's employees therefore function as teachers to some extent and are the cornerstones of the company's programs and services. CEC provides sound clinical care while offering communities and government contracting agencies the comfort of knowing that facilities are staffed with security-trained employees. All of CEC's employees, regardless of professional training, are committed to creating and maintaining an environment where attitudes and approaches to life are changed.

Each CEC program is designed to meet the needs of the referring agency as well as the needs of the individuals referred. CEC contracts with state and federal government agencies to provide these services to populations in facilities as large as 1,883 beds. Each CEC facility is designed to provide structured programming with a focus on substance abuse treatment and education and changing criminal behaviors. Additional services offered at CEC's residential reentry facilities include comprehensive assessment, individual and group counseling, life-skills training, and aftercare. Ultimately, each CEC program helps prepare residents to successfully reintegrate into their communities.

CEC traces its origins to an addiction treatment facility known as the "The Harbor", which opened in Hoboken in 1983. In 1994, The Harbor was closed as a private rehabilitation center and was re-opened to 152 minimum-security inmates. The Harbor was to be the first of many such facilities that specialized in re-entry programming for substance abuse-offenders. By 2006,



CEC had six Centers housing and treating criminal justice populations in the State of New Jersey with a combined capacity of 2,700 beds. CEC was simultaneously operating residential treatment sites in other states for an additional 3,300 offenders.

a. <u>Previous Experience with Juvenile Offenders</u>

Camp Aspen receives administrative and management services from their parent company, Community Education Centers (CEC), an assessment, care plan services and education provider headquartered in West Caldwell, New Jersey. Community Education Centers purchased Alternative Youth Adventures in 1999 and has operated the program and provided care plan services to juveniles ever since.

A specialized form of correctional intervention for court-referred youth, the Camp Aspen program offers innovative, low-cost alternatives to incarceration in secure care and juvenile detention centers. The Camp Aspen program was developed by mental health clinicians and professional rehabilitation therapists who had extensive backgrounds in outdoor programs in cooperation with correctional agencies in several western states. The program commenced in May of 1994 with an initial group of juvenile offenders from four participating states. The program was developed to provide a high impact intervention, which is designed to divert youth from a deeper involvement in the juvenile system.

The Camp Aspen program for adjudicated youth has a solid history of research-based development and drew heavily from "private sector" programs that have stood the test of time and careful scrutiny from parents and professionals throughout the United States. The resulting program for adjudicated youth is challenging, well structured, and addresses crucial educational and vocational needs of youth. The program is also designed to instill in youth a sense of responsibility to the community that to which they will return.

For specific information on each of these related programs, please see section 3.b below.

b. <u>Related Programs</u>

Therapeutic Community at IYC Harrisburg

In Harrisburg, Illinois, CEC currently operates two 32-bed Therapeutic Communities for juvenile males at IYC Harrisburg. One of the contracts is RSAT-funded, which has yielded invaluable experience with respect to RSAT-specific requirements, including program design and reporting.

Youths participate in the program for six to twelve months. CEC provides clinically managed, high intensity Therapeutic Communities focusing on reintegration into the greater community with particular emphasis on employment, education, relapse prevention, personal responsibility, and positive character change. New participants are assessed, and assessment results form the basis for individual treatment plans that identify expectations and objectives. In addition to group and individual counseling, youth participate in education, 12-step programs, relapse prevention, and other recovery focused services. Participant progress is reviewed at least every 30 days, with



the treatment plan updated accordingly. CEC also provides participants with linkages and referrals to Community Substance Abuse Treatment providers, depending on each youth's release or transfer date.

Past/Prior Experience with Juvenile Populations

Turbeville Addictions Treatment Unit, Turbeville Correctional Institution

Starting in 1998, CEC's wholly owned subsidiary, CiviGenics, held a contract with the South Carolina Department of Corrections to operate an in-prison Therapeutic Community residential program for 272 youthful offender males.

In a Therapeutic Community (TC) clients gradually learn to take responsibility for their actions; shed negative patterns of thinking, feeling and behavior that contributed to their drug use; and acquire positive social attitudes and behavior that can help them achieve a responsible drug-free lifestyle. The Therapeutic Community program participants include male inmates sentenced to the South Carolina Department of Corrections under the Youthful Offender Act (YOA), aged 17-25. The South Carolina Department of Corrections, which operates the Turbeville Correctional Institution, provides housing, care, and security for the program's residents. Treatment clients are housed in an existing dormitory at the institution, but separate from the general population.

The TC had a variable length of stay based on the individual's progress in the program. The length of stay in the residential program is 6 to 12 months. The program clients were split into two separate age groups with clients aged 17-21 housed in one side of the dormitory; clients aged 20-25 housed in the other side. This separation of program participants by age allowed the program provider to address the issues of delayed adolescence in the younger clients.

The Agency believed that inmates who are between 17-21 years of age require a more staff intensive environment which is specifically targeted toward cognitive development. In addition, there is a need for a program for those individuals who return to the Department of Corrections for violation for the conditions of their parole. The program was 90 days in duration. Participants included those with technical violations and those with new charges or who violated with positive drug screens. The curriculum emphasized behavior strategies with an emphasis on problem solving, life skills, criminal addictive thinking, release/reintegration, and aftercare preparation.

Both components of the program were directed at changing drug abusing and criminal behaviors of offenders with past records of substance abuse. At the same time, the program instilled the work, educational, vocational, and other skills necessary for the offender's successful re-entry into society. Other program components addressed the pervasive need of those offenders who previously successfully completed the Addiction Treatment Unit, but returned to the SC Department of Corrections. Programming models are evidenced-based practices relevant to managing Youthful Offenders in Adult Systems. Clients successfully completing the residential



program participated in continuing care upon return to the community at their local alcohol and drug abuse county commission. CEC no longer operates this program.

Therapeutic Community at IYC Pere Marquette

IYC-Pere Marquette is a Level 4 minimum-security female (formerly male) facility with an open campus and a bed capacity of 40. Placement criteria require that youth are low-escape risks who can demonstrate positive adjustment to an open facility and who meet the following criteria:

- Between 13 and 20 years of age
- Assessed with a substance abuse disorder requiring specialized treatment
- History of drug abuse/use prior to incarceration
- Treatment placement targeted to end of period of incarceration (minimum of 6 months prior to release).

The TC delivered specific interventions and coordinated continuing care that promotes abstinence from substances, medication management, relapse prevention, social responsibility, stabilization, and accountability. Treatment was gender specific and includes curriculum that addresses sexual/physical abuse, mental health, sexuality, self-esteem, creating healthy relationships and support systems, preventative health care, and education/training.

Interventions were designed to explore, examine, and challenge the offender's thoughts and attitudes that precede action. All programming was gender specific and incorporated the Missouri Model, which supports reliance on the treatment community as a therapeutic agent that reinforces appropriate social values and behaviors. CEC operated IYC Pere Marquette from October 2010 to 2012.

Rhode Island Training School for Youth

In Rhode Island, CEC operated a 24-bed RSAT TC program for male and female juveniles at the Rhode Island Training School for Youth. The program synthesized Therapeutic Community social learning, the Missouri model (e.g. codified norms of behavior, peer support, mutual help, movement through a system of treatment levels to correspond with demonstrated progress) and intensive cognitive-behavioral skills training. In addition, CEC provides aftercare services consisting of assessment, development of a formal aftercare plan, and skill building in organizational and behavioral/communication techniques ("Core Skills") necessary to increase self-efficacy. CEC operated the Rhode Island Training School for Youth from 2010 to 2011.



c. <u>References</u>

James Murray

Director, Goodwill Employment First Program 2711 Colonial Drive Columbia, SC 29201 803-318-3848 direct

Cole Fisher, Director of Operations Habitat for Humanity, Midlands Restore 2814 Augusta Road West Columbia, SC 29169 <u>cfisher@habitatcsc.org</u> 803-936-0088 direct

Meda Cobb Superintendent of Education, retired South Carolina Department of Juvenile Justice 803-920-3747 direct

4. Start-up Time

As the current provider for this project, Camp Aspen is able to continue operations without any disruption to the present population in the event that the contract for the program is renewed. Any new or amended provisions of the contract, including those pertaining to this RFP, will be implemented by July 1, 2014, or upon signing of the contract.

5. Evaluations of Program Effectiveness and Outcomes

CEC has included, as **Exhibit 4 – Program Effectiveness and Outcomes**, our most recent annual report summary from DJJ as an example demonstrating the efficacy of the Camp Aspen program.



C. PROGRAM COST AND BUDGET JUSTIFICATION

Please see separate sealed envelope and electronic proposal for Program Cost and written Budget Justification as per the RFP instructions. Please also see the separately tabbed section for RFP Attachment 7 – Signed Financial Report Form.

FINANCIAL REPORT

1.	Provider Name and Address:
	Community Education Centers, Inc.
	35 Fairfield Place
	West Caldwell, New Jersey 07006
2.	Reporting Period: From: 08/01/2014 To: 07/31/2019
3.	Site Location(s) covered by this report:
	Camp Aspen
	5300 Broad River Road
	Columbia, South Carolina 29212
4.	Provider Agency Owned by:
	Community Education Centers, Inc.
	35 Fairfield Place
	West Caldwell, New Jersey 07006
5.	Type of Control (check one):
	Private for Profit (X) Private Non Profit ()

CERTIFICATION BY OFFICER OR ADMINISTRATOR OF PROVIDER

I do solemnly swear (or affirm) that I have examined the information contained in this report; that all such information has been prepared from the books and records of the provider named within; that the aforesaid information is true and correct to the best of my knowledge and belief.

Signature (Officer or Administrator of Provider:	Title: John J. Clancy Chairman and CEO	Date: 5-7-14
Report Prepared By:	Title:	Telephone:
Jennifer Musser	VP Operational Finance	(973) 226-2900



BUDGET PROPOSAL HAS BEEN INCLUDED IN A SEPARATE SEALED ENVELOPE, INCLUDING:

Budget & Expense Report Summary Form Personnel Schedule Form Budget & Expense Report – Contract Services Form Budget & Expense Report – Allowable Costs Form Revenue Report Form Written Budget Justification

Breaking the Cycle of Recidivism.



D. ORAL PRESENTATIONS

CEC and Camp Aspen welcome the opportunity to provide an oral presentation to the Evaluation Panel as noted in the RFP. CEC will develop and structure an oral presentation for the evaluation committee that will be no more than 30-minutes in length. CEC understands it is the State's intent to hold oral presentations June 10, 11, and 12 and CEC will wait to hear specific details on the oral presentation process following the opening of proposal submissions.



ADDITIONAL PROVISIONS

A. Personnel

Maintaining experienced and qualified professional staff is essential to the integrity of the Camp Aspen program and to ensuring the seamless delivery of treatment services to youth. As such, CEC has historically made, and if awarded a contract will continue to make every effort to maintain the proposed professional staffing levels. In the event that it becomes necessary to replace managers and/or clinical staff, the Program Director will promptly notify the Project Monitor of any vacancy and keep this individual apprised of progress made in filling the vacancy via the Monthly Program Monitoring Report. Changes in key personnel will be reported in a timely manner and investigations of personnel by law enforcement, professional boards, or child protective services agencies will be reported within one business day. Likewise, should CEC become aware of any investigation, arrest, or conviction of one of its employees, volunteer/interns, or subcontractors, the Project Manager will be notified immediately. Should CEC become aware that an employee, subcontractor, or volunteer/intern is being investigated by any professional licensing board, regulatory board, or any child protective service agency, the Project Manager shall be notified within one business day of any findings or actions taken.

<u>Recruitment</u>

Camp Aspen's hiring procedures follow basic and clear guidelines that address all relevant laws and practices pertaining to the employment of staff. These include: basic human resource activities; equal employment opportunity; clear job descriptions and specifications; performance evaluations guidelines; and policies and procedures related to discipline, termination, compensations, and recruitment.

Camp Aspen takes great care in the hiring of suitable staff to work with delinquent youth. It is Camp Aspen's basic philosophy that the true power of a program is equal to the ability of staff to interact in a genuine, caring manner with students and at the same time, be effective at direct and clear interventions. The quality of staff-to-student relationships is the cornerstone of the program. Therefore, the following will be required of all staff:

- All staff will complete a job application
- All staff will submit full resumes documenting their experience and educational qualifications as required. (All positions requiring specific credentials will be filled by persons with those credentials)
- All staff will have a criminal background check (SLED check) and a South Carolina Department of Social Services Child Abuse Registry check
- All staff will be screened using the National Sex Offender Registry



- All staff will have a physical examination and TB test
- All staff will submit and pass a drug test. Camp Aspen is a Drug-Free Workplace and all staff will be aware of the ramifications of this policy
- Staff will be required to sign a document testifying that they understand and agree to all conditions and expectations of employment
- Staff will be required to sign a document testifying that they received a job description. (All staff will have a minimum level of qualifications as defined by a job description)
- Staff will be required to sign a document testifying that they have received information concerning personnel policies, procedures, and benefits for their area of influence

Interns and Volunteers

Recruiting of volunteers and/or interns is a staff responsibility under the supervision of the Program Director. Recruiting efforts target civic organizations, appropriate educational institutions, and individuals from all cultural and socioeconomic segment of the community.

All volunteers and interns are bound by the same code of conduct as employees of Camp Aspen. They are required to submit to and participate in the same hiring procedures as persons seeking employment to include: application, personnel file, background checks, physical, and TB test and training.

Camp Aspen currently employs a Program Director who operates the program. This individual has direct responsibility for hiring all positions under her supervision. Those staff under her supervision have the responsibility of hiring all additional staff in their area of responsibility. Recruitment and hiring of key positions may include collaboration with the corporate office in New Jersey.

Personal files containing all appropriate documentation as required by the South Carolina Department of Social Services, Medicaid, and the Governor's Office on the Continuum of Care are currently maintained on site and shall be made available upon request.

B. Review

Community Education Centers and Camp Aspen will cooperate with any reviews and will provide to the South Carolina Department of Juvenile Justice such information and data as may be reasonably requested.



C. Health and Safety Standards

Camp Aspen and CEC have placed a high priority on program safety. We have met and/or exceeded all local, state, and federal standards and requirements related to the safe and sound operation of a residential facility. Camp Aspen obtains a health and sanitation inspection by the SCDHEC and a fire safety inspection by the State Fire Marshalls Office annually. Weekly safety and sanitation inspections are carried out by facility personnel.

Program integrity and staffing compliance is achieved through quality assurance measures for monitoring of key indicators in each area of operation. The process requires each department to identify the most important aspects of their service and then develop subsequent indicators for these important aspects. In addition, the SCDSS conducts Quality Assurance Reviews annually. The SCDSS and SCDJJ Office of Community and Residence Placements conduct Quality Assurance Reviews annually, and the SCDJJ Program Monitor helps to ensure the safe and sound operation of Camp Aspen.

Camp Aspen furnishes all necessary hygiene products, clothing and bedding to students upon arrival at the facility. Each student will be provided with sufficient clothing to allow for daily clothing changes each week. Appropriate protective clothing will be provided for the varied activities with which student will be involved. Laundry service at the facility meets all requirements and a system is in place for replacement of hygiene products, clothing, bedding, and protective clothing.

All necessary toiletries and cleaning supplies will be made available to ensure a safe and healthy facility. A clear system of dispensing and accounting for these items has been established.

D. Coordination

The Human Services Professional is responsible for all direct communication to the Department of Juvenile Justice Community Specialist and/or Probation Officer. He/she drafts and distributes monthly progress reports relating to the student's status and/or progress in the program to the Community Specialist and/or Probation Officer. The Human Services Professional involves the Community Specialist and/or Probation Officer in the development of the student's treatment plan, discharge plan, and/or major decisions affecting the student. In the case of an emergency, the Community Specialist/ Probation Officer is notified as soon as possible and no later than one work day after the emergency.

The Human Services Professional and Education Director are responsible for submitting reports to the Juvenile Parole Board and SCDJJ Release Authority as required. The facility provides transportation of students to parole and Release Authority hearings.

Camp Aspen agrees to obtain written approval from the DJJ Classification Section prior to discharging a transferred juvenile to a lower level of supervision.



At present, a head count report is faxed daily by 9:00 am to DJJ personnel in the Office of Community Alternatives. CEC agrees to fax this report directly to the Project Monitor and any other DJJ personnel as required. This and all other reports shall be submitted to the Juvenile Parole Board as required and upon request.

E. Compliance with Civil Rights Act of 1964, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973

Community Education Centers and Camp Aspen will comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Right Act of 1964, and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services issued pursuant to these Acts.

F. Confidentiality

Accurate policies and procedures have been developed to insure strict confidentiality and privacy of all information, records, and communications regarding students of the referring State agency. Camp Aspen will obtain written permission from SCDJJ, the student's parent or legal guardian prior to releasing information about a student from the referring agency in any form that makes him individually identifiable to any persons or entity. Applicable State and Federal Laws and regulations pertaining to the above will be acted upon by the program.

G. Safety Precautions

Proper policies and procedures have been developed to insure and protect the company and its personnel and to comply with applicable local, state and federal occupational and safety acts, standards, rules and regulations.

H. Requirements for Drivers

Camp Aspen's Policies and procedures regarding requirements for employees who transport students and requirement when transporting students shall comply with items 1 - 4 of RFP # 5400007516.

I. Juvenile Injuries and Illnesses

Camp Aspen and CEC have placed a high priority on program safety. The activities of the program shall be conducted in a reasonable, prudent and safe manner as to avoid and prevent injury and/or illness to the student(s). In the event of an injury or illness, agreements with appropriate qualified medical personnel have been secured for both emergency and non-emergency care.



J. Child Abuse

Policies and procedures regarding provisions of the South Carolina Protection Act (Sections 63-7-10 and 63-7-1210(A) and DJJ requirements for reporting all cases of suspected child abuse are currently in place.

K. Inappropriate Physical Contact with Clients

Discipline begins with an orderly and well-functioning program. Staff will be selected based primarily on their ability to relate in a positive manner to the students. CEC believes that discipline, in addition to genuine caring for students, is necessary to develop positive relationships with the students. CEC also believes that creating a program that meets the student's needs and demonstrates that there is a way to get needs met in a way that minimizes acting out behaviors is important. The behavioral phase system is a system that monitors behavior and gives students consistent and regular feedback about their progress, and rewards students with increased privileges and responsibilities. CEC strictly forbids the use of physical contact to punish, discipline, or otherwise threaten or coerce a juvenile.

The program will abide by all State and DJJ standards regarding physical contact with students. All staff who provide supervision to students will be trained in CPI within 90-days of employment. Inappropriate behavioral interventions will not be tolerated.

A grievance policy is in place to allow students to report allegations of abuse or neglect to the Office of Juvenile and Family Relations and the Office of the Inspector General. The program will fully cooperate with the agency conducting the investigation

The program utilizes the ERMIS policy and procedure to immediately report such allegations. The Program Monitor is also informed verbally and faxed a copy of the ERMIS Report. Disciplinary actions related to that staff member(s) who is indicated for inappropriate physical contact would be submitted in writing to the Program Monitor.

L. Religious Beliefs

Our program believes that spiritual growth can play an important role in the student's rehabilitation and will make religious/spiritual programs readily available on a voluntary basis.

M. Disclosure of Information

CEC and Camp Aspen shall prohibit the use or disclosure by any party of any information concerning students in violation of any rule of confidentiality, except on written consent of a Family Court Judge or the Department of Juvenile Justice in accordance with Sections 63-19-2020 and 63-19-2010, Code of Laws of South Carolina, 1976, as amended. Additionally, CEC



and Camp Aspen shall comply with all Health Insurance Portability and Accountability Act requirements.

N. Records

Human Services Professionals are responsible for opening and maintaining a comprehensive clinical case record on each student that conforms to current and applicable Medicaid requirements, Department of Social Services requirements and Department of Juvenile Justice policy. These records are stored and organized in a manner that facilitates regular inspection and review.

At this time, Camp Aspen and/or CEC maintain records necessary for the proper and efficient operation of the program. They are organized in a manner that conforms to current and applicable Medicaid requirements, Department of Social Services requirements, and Department of Juvenile Justice policy. These records include but are not limited to:

- Personnel Files
- Training Records
- Financial Records
- Budget Reports
- Records regarding admissions and discharges (i.e., Daily Head Counts, Monthly Population reports, etc.)
- Event Reports, Critical Incident Reports, and ERMIS Reports
- Student Allegation/Grievance Forms
- Staff Log Books
- Vehicle Maintenance Records
- Audit and Inspection Records
- Students Medical Files
- Approved Menus
- Students Educational Records



• Other records necessary for reporting accountability under South Carolina and Federal requirements

O. Inspections and Audit

The program will make available at all reasonable times to the Contracting Officer, the DJJ Internal Auditor, SC Auditor's Office, and the SC Comptroller General's Office, or any authorized representatives thereof, records for the purpose of inspection and audit.

CEC will have an independent financial fiscal audit performed annually, and a copy of the resulting audit will be submitted to the DJJ no later than 120 days following the end of a contract period.

P. Preservation of Records

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

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



Q. Reports

Camp Aspen will prepare and submit all necessary reports to the Department of Juvenile Justice and or its designee within the required time frame. These reports will include: Monthly Program Monitoring Reports, Annual Reports, a Financial Cost Report, an Inventory Listing, and Event Reporting Management Information System (ERMIS). The program will also report to the DSS State Office a child in the custody of DSS who does not receive a face-to-face visit monthly. A copy of this report will also be maintained in the student's clinical record.

R. Notice to the State Regarding Performance Requirements

The program will immediately notify the Contracting Officer in the event that we encounter difficulty in meeting performance requirements or anticipate difficulty in complying with the contract. This notification thereof shall be in writing and give pertinent details, including the date by which CEC expects to meet performance criteria.

S. Method and Source of Payment

Camp Aspen invoices the South Carolina Department of Juvenile Justice at the end of each month for contracted services per student day. Camp Aspen also provides the Department of Juvenile Justice with an Average Daily Census Report and strives to maintain at least a 90% occupancy at the facility.

T. Allowable Costs

The facility will utilize funds made available under the contract only for necessary items of cost. Camp Aspen will be responsible for monitoring expenditures and their appropriateness and will notify DJJ of any extraordinary or unusual expenses. Community Education Centers will maintain an adequate accounting system and related records and make them available for review to the Department of Juvenile Justice under the terms of the contract.

U. Grievances

Camp Aspen provides students with an allegation/grievance process within the program, and also through the DJJ and the Office of Juvenile and Family Relations (OJFR) to address concerns and complaints filed by students (SCDJJ policy #130.10). This process allows internal resolution of problems in a timely and fair manner. Students are allowed to utilize the Juvenile Allegation/Grievance Process regardless of any disciplinary or other situation.



Erin W. Moffitt Program Director, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN – COLUMBIA, SC June 2010 – Present

Program Director

Various Positions Held During Tenure

- Assist with daily paperwork required for the Transitional Women's Work Release Program
- Maintain time sheets for CEC staff and employed offenders
- Perform accounting duties for CEC payroll and employed offender payroll

CAROLINA SPRINGS MIDDLE SCHOOL LEXINGTON, SC

Social Studies Teacher (6th Grade)

UNITED STATES ARMY, SOUTH CAROLINA NATIONAL GUARD 1989 – 2009 COLUMBIA, SC

Sergeant

- Responsible for all duties as a soldier in the United States Army
- Retention NCO and Family Readiness NCO

YOUTH LEARNING INSTITUTE - CLEMSON UNIVERSITY2008COLUMBIA, SC2008

Program Director

- Supervised operational personnel
- Acted as liaison between the Youth Learning Institute and Glenforest School
- Responsible for overall operations of the program, including hiring and termination of personnel and oversight of program budget

2010



• Responsible for running the summer camp program at Glenforest School

CEC / ALTERNATIVE YOUTH ADVENTURES (AYA) COLUMBIA, SC

1999 – 2008

Program Administrator 2	2006 – 2	2008
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Education Director / Teacher 1999 – 2006

- Supervised educational, clinical, administrative and operational personnel
- Acted as liaison with the Department of Juvenile Justice
- Ensured compliance with the following standards: Department of Social Services, Department of Juvenile Justice, SC Department of Education, Special Education Law
- Responsible for preparing weekly, monthly and yearly reports and oversight of the program budget; Acted as program's training coordinator
- Supervised school personnel and ensured effective integration of education services with other program components
- Responsible for implementing curriculum standards according to the South Carolina State Department of Education and Department of Juvenile Justice Education Division
- Coordinated all GED testing, acting as School Test Coordinator for all SC State Standardized testing including HSAP and PAC
- Liaison with other school districts in the State of South Carolina

MIDLANDS MARINE INSTITUTE – ASSOC. MARINE INSTITUTE 1997 – 1999 COLUMBIA, SC

Teacher

- Responsible for teaching South Carolina Department of Education standards in English and Math
- Acted as GED coordinator and the school's certified American Red Cross Lifeguard
- Conducted all pre- and post-testing of students



DEPARTMENT OF JUVENILE JUSTICE LEXINGTON, SC

1995 – 1997

Community Specialist

- Responsible for case management of up to 300 juveniles on probation, parole and those committed to the Department of Juvenile Justice
- Acted as liaison between family court and Department of Juvenile Justice

PIEDMONT WILDERNESS INSTITUTE – ASSOC. MARINE INSTITUTE 1994 – 1995 COLUMBIA, SC

Academic Coordinator / Teacher

- Responsible for teaching South Carolina Department of Education standards in all subjects, as well as implementing curriculum standards according to the Department standards
- Acted as GED coordinator
- Prepared students to return to their community school and liaised with other school districts in the State of South Carolina

EDUCATION

UNIVERSITY OF SOUTH CAROLINA COLUMBIA, SC

DECEMBER 2004

Masters of Criminal Justice, focus in Juvenile Justice

LANDER UNIVERSITY GREENWOOD, SC

DECEMBER 1993

Bachelor of Science, Elementary Education



D. Maria Speaks

Deputy Director of Treatment, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN – COLUMBIA, SC April 2006 – Present

Deputy Director of Treatment

HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH CARE DIVISION OF BROWARD COUNTY 2003 – 2006

Substance Abuse Outpatient Supervisor

- Provided supervisory and administrative professional work within Broward County's substance abuse treatment program
- Planned, developed and supervised clinical services and administrative functions of unit personnel
- Developed and monitored specialty tracks: Mature Adult Program Co-Occurring Disorders, Tobacco Addiction Program and Intervention Program
- Participated in recruiting and hiring of unit personnel; coordinated and provided staff training, meetings, case reviews, individual/group supervision
- Prepared and monitored staff for JCAHO compliance

FAMILY SERVICES, SEMINOLE TRIBE OF FLORIDA2000 - 2003HOLLYWOOD, FL2000 - 2003

Program Manager

- Provided supervision of clinical services for Seminole tribal members and families on six reservations
- Participated in programmatic oversight and development, recruiting and retaining gualified staff
- Oversight of budget preparation and monitoring of program spending



- Participated in development, implementation and revision of policies and procedures
- Monitored quality assurance standards and prepared reports as required by Administration and funding sources

THE WATERSHED BOCA RATON, FL

1999 – 2000

Therapist

- Developed detox program for individuals with co-occurring disorders
- Provided assessments, treatment planning, discharge planning, crisis intervention, referrals, case management, individual/group/family counseling and utilization review

RENAISSANCE INSTITUTE OF PALM BEACH BOCA RATON, FL

1998

1997 - 1998

Therapist

• Provided clinical services for substance abuse treatment with a strong emphasis on Axis II diagnosis with a focus on ASAM criteria, treatment planning, discharge planning, crisis interventions, referrals, case management, individual and group counseling and intensive family counseling sessions

PATHWAYS TO RECOVERY DELRAY BEACH, FL

Therapist

 Partial hospitalization program which provided clinical services for co-occurring diagnosed individuals with a psychiatric primary diagnosis inclusive of biopsychosocial assessments, treatment planning, discharge planning, crisis interventions, referrals, case management, individual and group counseling and intensive family counseling sessions

BROWARD COUNTY COMMISSION ON ALCOHOLISM 1989 – 1997 FT. LAUDERDALE, FL

Evaluator / Instructor / Therapist



- · Conducted evaluations and made referrals for treatment for court ordered individuals who have a substance abuse related arrest
- Developed, implemented and supervised Evaluator Program Modules and • provided supervision of new staff members
- Provided services as an Instructor for beginning and advanced substance abuse • educational classes and facilitated group counseling sessions for court ordered individuals due to a DUI or other drug-related arrest

EDUCATION	EDUCATION		
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BARRY UNIVERSITY MIAMI SHORES, FL

Masters of Social Work

UNION INSTITUTE MIAMI BEACH, FL

Bachelor of Arts, Psychology

CERTIFICATIONS

- January 2006 • Licensed Independent Social Worker CP (SC #8609)
- Licensed Clinical Social Worker (FL #ISW2195)
- Internationally Certified Alcohol and Drug Counselor, International Certification and Reciprocity Consortium - Alcohol and Other Drug Abuse, Inc. (ICADC May 1997 #16106)
- **March 1991** Certified Addictions Professional (FL #1131)

MAY 1993

SEPTEMBER 1988

September 2001



Glen G. Savage

Deputy Director of Operations, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN - COLUMBIA, SC

September 1999 – Present

Deputy Director of Operations

Various Positions Held During Tenure

- Designs, oversees and provides initial training to staff on strategies to encourage positive change in accordance with program philosophy.
- Audits facility's processes and procedures to ensure that program complies with licensing standards and ensures that all staff received the required new hire and annual training as it relates to program requirements.
- Oversees risk management issues as they relate to program activities.
- Maintains favorable relationships with community agencies and community-based services.
- Acts as director when director absent from premises

UNITED STATES NAVY NAVAL SUBMARINE BASE – KINGS BAY, GA

1995 – 1998

Navy Police Watch Commander

- Responsible for the law enforcement work in the preservation of peace, prevention, detection and investigation of crimes, the arrest or apprehension of violators and provided assistance to citizens in emergency/non-emergency situations.
- Responds to and takes charge of crime or accident scenes, gather information and maintain the integrity of evidence and provide evidence to investigators and detectives.
- Directed SUBASE traffic flow; enforced traffic regulations and laws; coordinated emergency response to traffic and other types of accidents; participated in disaster response; responded to domestic and civil disturbances.



Glen G. Savage

Deputy Director of Operations Camp Aspen – Columbia, South Carolina

Hull Technician

USS Frank Cable (AS-40)	1992 - 1994
USS Leyte Gulf (CG-55)	1986 - 1992
SIMA San Diego	1984 – 1986
USS Holland (AS-32)	1982 – 1984
USS Texas (CGN-39)	1978 – 1982

- Responsible for carrying out standard welding operations.
- Has a working knowledge of the tools, equipment, and machines used in the trade and the ability to carry out tasks from blueprints and sketches.
- Responsible for the planning, scheduling and execution of preventive and corrective maintenance to the ships' Hull, piping systems, and sanitation systems.
- Combats fire on board large ships, e.g. destroyers, cargo ships, aircraft carriers.
- Operates hose lines, makes forced entries, ventilates structures, performs rescue operations, including the administration of first aid to injured victims, and performs salvage and overhaul.
- Weighs and services first aid fire extinguishers, makes repairs and/or replaces bad or damaged extinguishers by using CO₂ transfer pumps.

EDUCATION

W.J. KEENAN HIGH SCHOOL COLUMBIA, SC

OTHER

US AIR FORCE Discharge: Honorable

1995

COMMUNITY EDUCATION C E N T E R S

Marc A. Cohen

Education Director, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN - COLUMBIA, SC

Education Director

2006 – Present

August 2002 - Present

- Responsible for Title I Funding, State Standardized Testing, and coordinating the school's GED program
- Supervises school personnel
- Ensures effective integration of education services with other program components
- Prepares and follows education budget
- Acts as liaison with the Department of Juvenile Justice Education Division
- Responsible for implementing curriculum standards according to South Carolina Department of Education
- Prepares all education-related paperwork including daily, weekly, monthly, and yearly reports
- Serves as the camp's certified First Aid/CPR/AED trainer

Teacher

- Responsible for teaching South Carolina Department of Education Standards in English and Math.
- Serves as Media Specialist for the school

CRAYTON MIDDLE SCHOOL

COLUMBIA, SC

Teacher

 6th grade teacher responsible for developing and implementing lesson plans for all subject areas

M.K. RAWLINGS ELEMENTARY SCHOOL GAINESVILLE, FL

1992 - 2001

2002 - 2006

2001 – 2002



Marc A. Cohen

Education Director Camp Aspen – Columbia, South Carolina

Teacher

- Taught 5th, 3rd, and 1st grades in all subject areas
- Team Leader responsible for serving as a liaison between teachers and administrators
- Served on numerous committees including School Improvement Committee and Curriculum Planning Committee
- Served as Math Chairperson during departmentalization of the school from 1999 to 2000.
- Served as Treasurer of Parent/Teacher Association from 1998 to 2001.

TCBY YOGURT GAINESVILLE, FL

1987 – 1990

Manager

- Ensures compliance with Company policies and procedures.
- Oversees the hiring, training and supervision of all facility employees.

EDUCATION	
UNIVERSTY OF FLORIDA GAINESVILLE, FL	1991
MA, Elementary Education	
UNIVERSTY OF FLORIDA GAINESVILLE, FL	1989
DA English	

BA, English

OTHER

DEPARTMENT OF JUVENILE JUSTICE Graduation Committee Member	October 2006 - Present
DEPARTMENT OF JUVENILE JUSTICE Education Task Force Member	October 2006 – Present
UNIVERSITY OF SOUTH CAROLINA Site Supervisor for Interns from the School of Education and Depar	October 2006 – Present rtment of Criminal Justice
STATE OF SOUTH CAROLINA	October 2006 – Present

State-Wide Testing School Test Coordinator

2|Page



Marc A. Cohen

Education Director Camp Aspen – Columbia, South Carolina

CERTIFICATIONS AND LICENSES

STATE OF SOUTH CAROLINA Education Certificate: #206864



Tonya Johnson-Simmons

Human Services Professional, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN – COLUMBIA, SC

August 2011 – Present

Human Services Professional

- Facilitates service culture activities such as psycho-educational classes, therapy groups, community meetings and individual and group sessions
- Provide services in accordance with Medicaid, Department of Juvenile Justice, State Department of Social Services and State of Carolina standards on the Continuum of Care
- Creates, updates and maintains caseload of students and tracks measurable and quantifiable treatment program successes
- Conducts ongoing assessments, interventions, confrontations and multidisciplinary case review processes

WOODBRANCH CHILD & FAMILY SERVICES LAURINGURG, NC

2008 - 2011

Qualified Professional

- Provide intensive home-based therapy to families with at-risk children.
- Conduct weekly therapeutic group counseling sessions with at-risk adolescents.
- Develop and implement Individualized Care Plan Goals and monitor individual family and client case treatment plans.
- Conduct weekly Large Group Counseling Sessions

AMIKIDS BENNETTSVILLE. SC

Human Services Professional

• Monitors and ensures compliance with quality assurance, Medicaid, Unified Approach and any other related standards as they relate to treatment.



- Provides group~ individual, family and crisis counseling services to students and their families.
- Leads and implements psycho-educational, delinquency prevention, and treatment groups (e.g. ART, Skill streaming, CYT, SS, etc.).
- Develops and implements treatment and supervision plans (e.g. JTP, TPR, and ITP-RE).
- Prepares daily, monthly and required reports (e.g. head count, discharge, progress, DJJ 180-day etc.).
- Supervises youth medication administration and maintains required documentation.
- Reviews placement and case treatment files and maintains accurate records according to quality assurance, PGM, Medicaid and any other applicable standards
- Provides referrals for needed clinical services not provided by the institute and maintain report updates from out-service agencies.
- Schedules student group sessions, on-site and off-site doctor's visits for youth and. Also schedules motivational activities such as field trips and community service opportunities for youth.
- Maintains student data in the Student Information System (SIS)
- Communicates and maintains contact with student families/guardians and probation officers concerning student progress.
- Leads and supervises treatment team meetings, large group activities, family meetings, service plan meetings, and administrative meetings related to treatment.
- Attends all required training/professional development events and maintains all appropriate certifications and licenses.
- Oversees substance abuse/mental health services for students and their families
- Oversees cases and ensures standardization of case management services (if applicable).
- Monitors and complies with state auditing standards.



Human Services Professional Camp Aspen – Columbia, South Carolina

- Develops partnerships with and maintains contacts with key individuals of state job services, the youth services department, local school systems and service providers in the district.
- Educates and trains institute managers on mental health services.
- Maintains CPR/First Aid certification.
- Maintains Non-Crisis Intervention Training (NCIT) Certification.
- Performs other duties as assigned by supervisor.

EDUCATION

CAPELLA UNIVERSITY ONLINE

MS, Counseling

CLAFLIN UNIVERISTY ORANGEBURG, SC

BS, Elementary Education/Childhood

CERTIFICATION AND TRAINING

- Trauma, Grief and Loss
- Implementing Evidence Based Practices with Quality, Fidelity and Accountability
- Professionalism and Ethics
- Aggression Replacement Training
- Cannabis Youth Training
- Non-Crisis Intervention Training
- Medicaid Training
- First Aid/CPR
- Warning Signs of Sexual Abuse
- Working with the Intermediate and High Management Adolescents

2009

1994



Alicia Kearse Human Services Professional, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN – COLUMBIA, SC

January 2013 – Present

Human Services Professional

- Facilitates service culture activities such as psycho-educational classes, therapy groups, community meetings and individual and group sessions
- Provide services in accordance with Medicaid, Department of Juvenile Justice, State Department of Social Services and State of Carolina standards on the Continuum of Care
- Creates, updates and maintains caseload of students and tracks measurable and guantifiable treatment program successes
- Conducts ongoing assessments, interventions, confrontations and multidisciplinary case review processes

GOODWILL INDUSTRIES OF THE UPSTATE/MIDLANDS GREENVILLE, SC

Vocational Counselor/Client Services Coordinator

- Coordinate services that include but not limited to Case Management, Assessment, Planning, Orientation, and Advocacy for the Senior Community Service Employment Program (SCSEP).
- Provide subsidized service-based training and job placement for low-income persons.
- Complete intake to determine program eligibility.
- Visit Host Sites to Ensure Quality.
- Conduct Computer Training and Interviewing Classes.
- Provide Counseling services
- Complete Individual Employment Plans (IEP).



• I extend special guidance to disabled job seekers and ensure they are provided with the favorable work environment suiting their special requirements by the recruiters.

GOODWILL SNAP PROGRAM GREENVILLE, SC

Work Readiness Instructor/ Job Developer

- Conduct workshops and teaching of job readiness skills and life skills related to attainment of pre-employment competencies.
- Administers test to measure participant competency of program components.
- Assists all participants in job search, barrier resolution, and work-life balance management.
- Perform career counseling to job seekers and help them make appropriate career decisions.
- Assist job seekers in developing resumes and conducting mock interview for the job seeker to help them get a real experience of facing an interview and answering spontaneously.

SOUTH CAROLINA FEDERATION OF FAMILIES COLUMBIA, SC

Transition Specialist

- Educated youth who had been identified as emotionally disturbed and learning disabled during the IEP process.
- Taught the importance of self advocacy so that the students are able to direct their own transition plan based on their interests and goals and decrease the drop-out rate.
- Assisted students in identifying interests and transition needs.

CAROLINA CHILDREN'S HOME COLUMBIA, SC

Therapeutic Counselor

• Ensured the physical, emotional, medical and mental well-being of the residents in my care.



- Provided therapeutic intervention services to adolescents that included individual, family, and group treatment services, supportive counseling, behavioral intervention, and crisis intervention.
- Maintained facility records which included resident's progress, day-to-day activities, and behavior reports.
- Taught Life Skills Classes.

THE DORN VA MEDIAL CENTER COLUMBIA, SC

Counseling Internship, SC Vocational Rehabilitation Department

- Completed Intake Assessments to program determine eligibility.
- Provided Vocational Counseling and guidance to persons with disabilities.
- Provided Job Retention Assistance and Post Employment services
- Case Management services

SOUTH CAROLINA STATE UNIVERSITY ORANGEBURG, SC

Clinical Intern, Counseling and Self Development Center

- Completed Intake Assessments and provided Diagnosis to Students in my care.
- Provided Counseling Outreach Services, Consultation, Education, and Training
- Provided Group and Individual Counseling.
- Case Management Services

DENMARK TECHNICAL COLLEGE AND UNIVERISTY INSTRUCTORS DENMARK, SC

Professional Tutor

- Provided individual and small group tutoring sessions in approved subjects.
- Met with coordinators and instructors to plan appropriate academic support for students.



Human Services Professional Camp Aspen – Columbia, South Carolina

• Facilitated learning as a guide and coach to assist the student to become a successful independent learner.

EDUCATION

CAPELLA UNIVERSITY

Post-Masters Certificate in Addictions Cousleing

SOUTH CAROLINA STATE UNIVERISTY ORANGEBURG, SC

MA, Rehabiliation Counseling

CLAFLIN UNIVERISTY ORANGEBURG, SC

BS, Ciminal Justice/Sociology Admin



Tawonia R. Thomas

Human Services Professional, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN – COLUMBIA, SC

April 2014 – Present

Human Services Professional

- Facilitates service culture activities such as psycho-educational classes, therapy groups, community meetings and individual and group sessions
- Provide services in accordance with Medicaid, Department of Juvenile Justice, State Department of Social Services and State of Carolina standards on the Continuum of Care
- Creates, updates and maintains caseload of students and tracks measurable and quantifiable treatment program successes
- Conducts ongoing assessments, interventions, confrontations and multidisciplinary case review processes

A PROVIDE A PRIMA PULITATION

SOUTH CAROLINA VOCATIONAL REHABILITATION	2010
Practicum / Internship	
BILLIE HARDEE HOME FOR BOYS FLORENCE, SC	2011 – 2013
Therapeutic Counselor	
FLORENCE SCHOOL DISTRICT ONE	2008 – 2013
4K Teacher Assistant	
MCLEOD REGIONAL MEDICAL CENTER FLORENCE, SC	2000 – 2007
Radiological Secretary	
WINGATE INN	1997 – 2000

1|Page

2013



Tawonia R. Thomas

Human Services Professional Camp Aspen – Columbia, South Carolina

Front Desk Associate	
CAROLINAS HOSPITAL SYSTEMS	1996 – 1997
Radiological Ward Secretary	
EDUCATION	
WEBSTER UNIVERSITY WEBSTER GROVES, MISSOURI	MARCH 2014
Masters or Arts, Mental Health Counseling	
COKER COLLEGE HARTSVILLE, SC	DECEMBER 2011
Bachelor of Science, Social Work	
FLORENCE-DARLINGTON TECHNICAL COLLEGE	AUGUST 2008
FLORENCE-DARLINGTON TECHNICAL COLLEGE FLORENCE, SC Associate of Human Services	AUGUST 2008
FLORENCE, SC	AUGUST 2008
FLORENCE, SC Associate of Human Services	AUGUST 2008 April 2011
FLORENCE, SC Associate of Human Services CERTIFICATIONS AND TRAINING	
FLORENCE, SC Associate of Human Services CERTIFICATIONS AND TRAINING • Child Welfare and Family Preservation	April 2011
 FLORENCE, SC Associate of Human Services CERTIFICATIONS AND TRAINING Child Welfare and Family Preservation Out of Home Care and Permanent Placement 	April 2011



Christopher C. Jones

Business Manager / HR Representative, Camp Aspen

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. CAMP ASPEN – COLUMBIA, SC

OCTOBER 1999 – Present

Business Manager

- Responsible for the initial coding and submission of accounts payable via document transmittal
- Works with Regional Finance Manager on a monthly basis to ensure the company's Operations Account is reconciled
- Prepares and submits payroll transmittals
- Initiates and maintains vendor accounts and office equipment maintenance contracts
- Maintains the supply requirements, both operational and administrative

Human Resources Representative

- Coordinate with corporate HR department on quarterly meetings and reports
- Represents the company at unemployment hearings, appeals and industry conferences
- Advises Program Director and Operations Director on corporate policies and procedures
- Ensures corporate policies are effectively relayed to employees
- Conducts application screenings, background checks, reference checks, drug screens and new hire orientation
- Maintains employee personnel and medical files, to include explanation and registration of employee benefits and workman's compensation claims



Christopher C. Jones

Business Manager / HR Representative Camp Aspen – Columbia, South Carolina

MIDLANDS MARINE INSTITUTE

1997 – 1999

Administrative Assistant

- Conduct accounts payable functions and generate monthly budget reports and monthly property inventory reports
- Places employment ads and conducts application screenings, background checks
- Maintain employee personnel and medical files
- Perform time card and payroll transmittals, and manage company checking account
- Assisted in fundraising and primarily responsible for dissemination of funds raised

EDUCATION

VOORHEES COLLEGE DENMARK, SOUTH CAROLINA

Bachelor of Science, Organizational Management

MIDLANDS TECHNICAL COLLEGE

Associates of Arts, Marketing

CERTIFICATIONS AND TRAINING

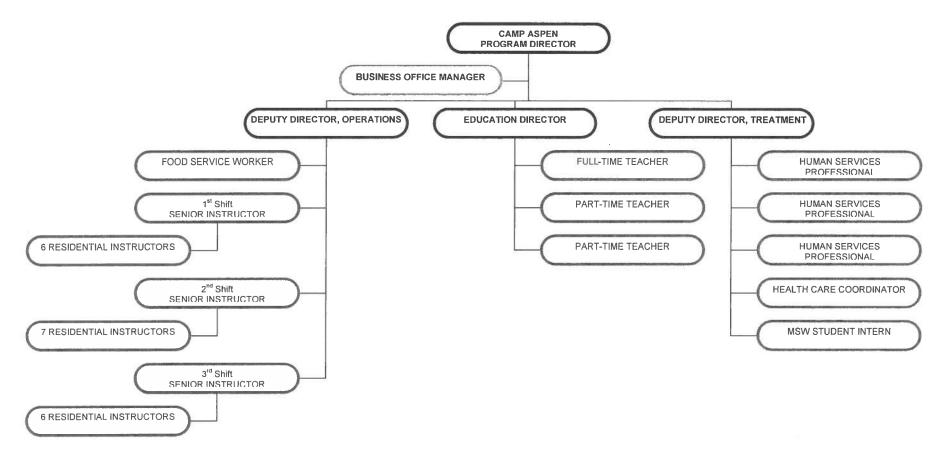
- Equal Employment Opportunity (EEO) Training
- Alcoholics Anonymous Facilitator Training
- American Disabilities Act (ADA) Training
- Sexual Harrassment Training

2006

1995



CAMP ASPEN ORGANIZATIONAL CHART



Revised 6/20/12

Job Title:	Grade:	Facility:
Director		AYA South Carolina
Clock #:	Level (circle one): 1 2 3 4	FLSA Exempt Status:
400		Exempt
Date:	Date of Last Revision:	Division:
August 18, 2005	February 8, 2006	Administration

Primary Purpose of Job: Independently responsible for managing the daily operations of a Company facility; provides supervision and motivation for employees of the facility. Ensures quality of facility programs and compliance with Medicaid, Department of Juvenile Justice "DJJ" and Governor's Office on the Continuum of Care, as well as the State Department of Social Services "SDSS" standards. Develops and monitors facility budget.

Principle Duties & Responsibilities:

- 1. Supervises facility staff and ensures the safety of all staff, visitors and students;
- 2. Ensures timely delivery and effectiveness of all clinical and assessment services (where applicable);
- 3. Ensures effective integration of support services such as medical, food, vocational, facility programs, maintenance, security and education.
- 4. Inspects facility to ensure compliance with Medicaid standards;
- 5. Ensures compliance with Company policies and procedures;
- 6. Prepares facility budget and monitors income and expenditures;
- 7. Prepares other facility-related paperwork including contract renewals and Medicaid headcount;
- 8. Oversees the hiring, training and supervision of all facility employees;
- 9. Acts as liaison with governmental agencies and contract agencies such as Medicaid, DJJ and SDSS and the community;
- 10. Responsible for identifying opportunities for enhanced facility revenue and the addition to enrolled student headcount;
- 11. Responsible for all risk management issues, including students in the field and facility and grounds.

Reports To: Chief Operating Officer

Direct Reports: Director of Operations, Educational Director, Treatment Coordinator and Business Office Manager and Manager, Food Services

Level of Work (skill, responsibilities, working conditions): Excellent public speaking skills; authority to sign facility checks up to \$1,500

Job Specifications: Bachelor's Degree in Human Services plus eight (8) years experience in management, supervision and service delivery. Thorough knowledge of theory and application government organization including Medicaid, knowledge of the dynamics of student population and wilderness therapy. Knowledge of computers including word processing and spreadsheet software skills such as MS Word, MS Powerpoint and MS Excel, as well as MS Office and Internet navigation skills. Must be certified annually in CPR and First Aid. Valid driver's license.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. On call during off duty hours for emergencies and unusual events. Serves as on-call facility supervisor on rotating basis. Moderate amount of local travel and occasional statewide travel to field sites.

Physical Requirements: Position requires intermittent sitting, standing and walking. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Job Title:	Grade:	Facility:
Director, Education		AYA South Carolina
Clock #:	Level (circle one): 1 2 3 4	FLSA Exempt Status:
400		Exempt
Date:	Date of Last Revision:	Division:
August 18, 2005	February 8, 2006	Education

Primary Purpose of Job: Responsible for collaborating with other facility management to implement the academic component of the AYA experiential program. Develops the curriculum, trains staff and assesses the delivery of the program for effectiveness. Ensures contractual compliance with the local school districts, the State Department of Education as well as the Department of Juvenile Justice "DJJ" standards.

Principle Duties & Responsibilities:

- 1. Develops and implements the academic curriculum that complements the objectives of the AYA program;
- 2. Conducts academic pre-testing for GED and post testing for remaining academic curriculum;
- 3. Conducts periodic reviews of students' progress by reviewing written academic work for quality and progress;
- 4. Provides DJJ with documentation indicating progress towards academic credit;
- 5. Oversees record keeping for the student academic files;
- 6. Maintains and updates all academic policies and procedures;
- 7. Serves as an academic resource to staff and students;
- 8. Supervises teaching staff;
- 9. Liaison between AYA and DJJ education representatives.

Reports To: Director

Direct Reports: Teachers

Level of Work (skill, responsibilities, working conditions Exceptional public speaking skills, ability to teach at-risk adjudicated adolescent population.

Job Specifications: Bachelor's Degree in Education and South Carolina teaching certification plus three years experience in teaching at-risk student population. Valid driver's license. Knowledge of computers including word processing and spreadsheet software skills such MS Word, MS Powerpoint and MS Excel, as well as MS Office and Internet navigation skills. Must be certified annually in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. Serves as on-call facility supervisor on rotating basis. Moderate amount of local travel and occasional statewide travel to field sites.

Physical Requirements: Position requires intermittent sitting, standing and walking and occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Job Title:	Grade:	Facility:
Director, Operations		AYA South Carolina
(Supervisor of Operations)		
Clock #:	Level (circle one): 1 2 3 4	FLSA Exempt Status:
400		Exempt
Date:	Date of Last Revision:	Division:
August 18, 2005	February 8, 2006	Operations

Primary Purpose of Job: Employee independently coordinates the functions of the facility and the delivery of program services. Employee ensures that operations and services are provided in accordance Medicaid, Department of Juvenile Justice "DJJ" and Governor's Office on the Continuum of Care, as well as the State Department of Social Services "SDSS" standards and Company policies and procedures.

Principle Duties & Responsibilities:

- 1. Designs, oversees and provides initial training to staff on strategies to encourage positive change in accordance with program philosophy;
- 2. Designs, facilitates and implements staff ongoing development plans;
- 3. Audits facility's processes and procedures to ensure that program complies with licensing standards;
- 4. Oversees risk management issues as they relate to program activities;
- 5. Maintains favorable relationships with community agencies and community-based services;
- 6. Coordinates the development of new program activities;
- 7. Ensures that all staff received the required new hire and annual training as it relates to program requirements;
- 8. Drives students to medical and other appointments, court appearances, for example;
- 9. Acts as director when director absent from premises.

Reports To: Director

Direct Reports: Senior Instructors

Level of Work (skill, responsibilities, working conditions): Ability to response to crises and confrontations in a non-reactive productive manner; good interpersonal skills with the students; ability to de-escalate potential crises.

Job Specifications: Bachelor's Degree and three years' related supervisory experience; good public speaking skills, proficient keyboard skills, proficient at word processing, spreadsheet and presentation software packages such as MS Word, MS PowerPoint and MS Excel. Valid driver's license. required. Must be annually recertified in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. Significant amount of local business travel required. On-call during off duty hours for emergencies and unusual events.

Physical Requirements: Position requires intermittent sitting, standing and walking and occasional lifting of up to 50 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors as well as driving facility multi-passenger van.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Job Title:	Grade:	Facility:
Business Office Manager		AYA South Carolina
Clock #:	Level (circle one): 1 2 3 4	FLSA Exempt Status:
400		Exempt
Date:	Date of Last Revision:	Division:
August 18, 2005	February 8, 2006	Administration

Primary Purpose of Job: Under general supervision, employee responsible for general clerical duties to support the administration of the facility including monitoring student headcount for Medicaid reimbursement purposes, coordinating the payment of facility bills, maintains the facility checking account and petty cash in addition to supporting the local human resources function.

Principle Duties & Responsibilities:

- 1. Updates employee human resource files;
- 2. Conducts background checks on prospective new hires;
- 3. Provides new hire orientation including distribution of all benefits/insurance documents and enrollment forms;
- 4. Gathers and records all time and attendance records for payroll purposes;
- 5. Answers the facility main telephone and redirects calls to appropriate party or takes accurate messages;
- 6. Sorts and distributes daily mail;
- 7. Liaison for billing with the vendors and Finance Department in Corporate; Compiles daily student headcount report;
- 8. Orders and maintains office supplies; is liaison with vendors for office equipment repairs and maintenance;
- 9. Types standard memos, correspondence and reports; welcomes incoming visitors to facility.

Reports To: Director

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Authority to sign facility checks up to \$500.00

Job Specifications: Bachelor's degree plus two years relevant office experience preferred or high school diploma or GED equivalent with five years relevant experience. Valid driver's license required. Knowledge of computers and word processing, and spreadsheet software packages such as MS Word, MS Excel, as well as MS Office and Internet navigation.

Working Conditions: Working environment is generally favorable - office environment; potential for adverse and/or hazardous events related to working with at-risk youths. Some local business travel required. Flexible work schedule.

Physical Requirements: Position requires periods of constant sitting but with some standing and walking; occasional lifting of up to 40lbs. Requires good visual and excellent auditory acuity for monitoring student behavior.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Job Title:	Grade:	Facility:
Teacher		AYA South Carolina
Clock #:	Level (circle one): 1 2 3 4	FLSA Exempt Status:
400		Exempt
Date:	Date of Last Revision:	Division:
August 18, 2005	February 8, 2006	Treatment

Primary Purpose of Job: Responsible for implementing the academic component of the AYA experiential program. Assesses the delivery of the program for effectiveness. Maintains compliance with the local school districts, the State Department of Education as well as the State Department of Juvenile Justice "DJJ" standards.

Principle Duties & Responsibilities:

- 1. Delivers the academic curriculum that complements the objectives of the AYA program;
- 2. Conducts GED pre-testing and AYA academic program post testing;
- Conducts periodic reviews of students' progress by reviewing written academic work for quality and progress;
- 4. Provides State DJJ with documentation indicating academic credit;
- 5. Oversees record keeping for the student academic files;
- 6. Maintains and updates all academic policies and procedures;
- 7. Serves as an academic resource to staff and students.

Reports To: Director, Education

Direct Reports: None

Level of Work (skill, responsibilities, working conditions Exceptional public speaking skills, ability to teach at-risk adjudicated adolescent population.

Job Specifications: : Bachelor's Degree in Education and South Carolina teaching certification plus three years experience in teaching at-risk student population. Valid driver's license. Knowledge of computers including word processing and spreadsheet software skills such MS Word, MS Powerpoint and MS Excel, as well as MS Office and Internet navigation skills. Must be certified annually in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. Some local business travel and occasional statewide travel to educational field trips.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Job Title: Human Services Professional	Grade:	Facility: AYA South Carolina
Clock #: 400	Level (circle one): 1 2 3 4	FLSA Exempt Status: Exempt
Date: August 18, 2005	Date of Last Revision: February 8, 2006	Division: Treatment

Primary Purpose of Job: Employee facilitates treatment culture activities such as psycho-educational classes, therapy groups, community meetings, etc. Employee assists in developing facility treatment programs that include operations and services that are provided in accordance Medicaid, Department of Juvenile Justice "DJJ" and Governor's Office on the Continuum of Care, as well as the State Department of Social Services "SDSS" standards and Company policies and procedures.

Principle Duties & Responsibilities:

- 1. Creates, updates and maintains case records on each assigned student;
- 2. Provides comprehensive individual and group treatment services as well as other treatment services to students; Tracks measurable/quantified treatment program success;
- Assists in developing individualized treatment plan "ITP" covering goals such as anger management, substance abuse and defiant behavior; objectives and issues from diagnoses from DSM4; Identifies clinical issues such as history of violence, escape, medical, etc. and prioritizes which issues are appropriately addressed during treatment process;
- 4. Writes and updates case file documentation of the ITP individualized treatment plan, intervention efforts taken and continuous quality improvement initiatives;
- 5. Conducts ongoing assessments, interventions, confrontation, individual and group lectures and reports student treatment progress;
- 6. Participates in multidisciplinary case conferences and treatment plan reviews;
- 7. Assists in completing monthly reports as required to track student progress as well as discharge summaries;
- 8. Assists in developing continuing care treatment plans/strategies for students prior to discharge as well as aftercare plans in collaboration with referring agency case workers.

Reports To: Treatment Director

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Ability to provide treatment services and engage emotionally/mentally challenged youth in productive conversation. Must satisfy criminal background check.

Job Specifications: Master's Degree in psychology, sociology or human services preferred plus one year of experience. CAC required. Good computer plus word processing and spreadsheet software skills such as MS Word, MS Excel, as well as MS Office and Internet navigation. Valid driver's license. Must re-certify annually in CPR and First Aid.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. On-call during off duty hours for emergencies and unusual events. Serves as supervisor on call for the facility on a rotating basis.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Good visual and auditory acuity for monitoring students' behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Job Title:	Grade:	Facility:
Senior Instructor		AYA South Carolina
Clock #:	Level (circle one): 1 2 3 4	FLSA Exempt Status:
400		Non-Exempt
Date:	Date of Last Revision:	Division:
August 18, 2005	February 8, 2006	Treatment

Primary Purpose of Job: Under close supervision, employee responsible for an assigned group of students. Employee assists in delivering the academic and therapeutic components of the AYA program to their assigned group of students. Daily schedules are followed and employee serves as role model for the students. Supervises all activities of the assigned group to ensure their safety and whereabouts at all times.

Principle Duties & Responsibilities:

- 1. Supervises all assigned student movement; Supervises assigned Residential Instructors on assigned shift.
- 2. Teaches the therapeutic program including life skills and interactive journal;
- 3. Monitors and records students personal growth and development on a daily basis;
- Immediately informs senior instructor when welfare of students is threatened or other crises are anticipated to develop; Reports all student accidents, injuries and behavioral incidents in writing to supervisor and conducts appropriate crisis intervention;
- 5. Responsible for accounting for all assigned students whereabouts;
- 6. Demonstrates competency in field procedures, field equipment, gear and supplies to perform duties;
- 7. Attends monthly in-service training;
- 8. Assists in maintaining good public relations with local community;
- 9. Follows facility standard procedures and enforces the facility rules of conduct with the students;

Reports To: Deputy Director, Operations

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Serves as a model for student behavior; good interpersonal skills. Demonstrates competency working with emotionally/mentally challenged (at risk/) adolescent population.

Job Specifications: High School diploma or GED equivalent. Must pass criminal background check. Must be certified annually in CPR and First Aid. Valid driver's license preferred.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. May be required to drive students in multi-passenger facility vehicle to and from occasional medical/dental appointments and off-campus educational field trips and community projects.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:

Job Title:	Grade:	Facility:
Residential Instructor (Level I)		AYA South Carolina
(Resident Manager or Counselor)		
Clock #:	Level (circle one): 1 2 3 4	FLSA Exempt Status:
400		Non-Exempt
Date:	Date of Last Revision:	Division:
August 18, 2005	February 8, 2006	Treatment

Primary Purpose of Job: Under close supervision, employee responsible for an assigned group of students. Employee assists in delivering the academic and therapeutic components of the AYA program to their assigned group of students. Daily schedules are followed and employee serves as role model for the students. Supervises all activities of the assigned group to ensure their safety and whereabouts at all times.

Principle Duties & Responsibilities:

- 1. Supervises all assigned student movement;
- 2. Teaches the therapeutic program including life skills and interactive journal;
- 3. Monitors and records students personal growth and development on a daily basis;
- Immediately informs senior instructor when welfare of students is threatened or other crises are anticipated to develop; Reports all student accidents, injuries and behavioral incidents in writing to supervisor and conducts appropriate crisis intervention;
- 5. Responsible for accounting for all assigned students whereabouts;
- 6. Demonstrates competency in field procedures, field equipment, gear and supplies to perform duties;
- 7. Attends monthly in-service training;
- 8. Assists in maintaining good public relations with local community;
- 9. Follows facility standard procedures and enforces the facility rules of conduct with the students;

Reports To: Senior Instructor

Direct Reports: None

Level of Work (skill, responsibilities, working conditions): Serves as a model for student behavior; good interpersonal skills. Demonstrates competency working with emotionally/mentally challenged (at risk/) adolescent population.

Job Specifications: High School diploma or GED equivalent. Must pass criminal background check. Must be certified annually in CPR and First Aid. Valid driver's license preferred.

Working Conditions: Working environment is generally favorable; there is the potential for adverse and/or hazardous events related to working with at-risk youths. May be required to drive students in multi-passenger facility vehicle to and from occasional medical/dental appointments and off-campus educational field trips and community projects.

Physical Requirements: Position requires intermittent sitting, standing and walking as well as occasional lifting of up to 20 lbs. Requires good visual and auditory acuity for monitoring student behavior and environmental factors.

Disclaimer Statement: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Employee's Signature:	Date:
Supervisor's Signature:	Date:
Corporate Human Resources Signature:	Date:



John J. Clancy

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. WEST CALDWELL, NEW JERSEY

1996 – PRESENT

Chairman and Chief Executive Officer

Community Education Centers (CEC) is the leading provider of treatment and education services for adult and juvenile correctional and social services populations throughout the United States. CEC owns, manages or has developed 137 correctional treatment programs in 22 states.

All facilities provide a combination of the following services: residential services, substance abuse treatment, work release, comprehensive assessments, medical services, electronic paging, day reporting, detention services, education programs, life skills workshops and vocational training. CEC has had eight facilities accredited by ACA since November 2000—all receiving perfect scores on mandatory and non-mandatory ACA standards.

As the President and CEO of Community Education Centers, Mr. Clancy oversees day-to-day operations and delegates authority to individuals to ensure effective management of all company facilities, including contract compliance, security and treatment.

EDUCATION AND HEALTH CENTERS OF AMERICA, INC. 1 WALL TWP., NJ

1983 – PRESENT

President, Chief Executive Officer, Founder

Responsible for day-to-day operations of the Company. Currently EHCA is contracted with the Department of Corrections to provide substance-abuse treatment and other services in large community release centers in New Jersey.

NORTHEAST RECOVERY NETWORK, INC. WALL TWP., NJ

1987 – 1996

President, Chief Executive Officer

Responsible for day-to-day operations of a multi-dimensional health care company. NRN owned and operated inpatient substance-abuse treatment centers in New Jersey and Pennsylvania, as well as outpatient programs throughout New Jersey and New York. The programs focused on a holistic treatment of the addict, and included intensive family treatment. NRN operated programs for adults and for juveniles.



DIVISION OF YOUTH SERVICES, ESSEX COUNTY, NEW JERSEY

1979 – 1983

Director

Responsible for all direct and indirect services to children residing in the County of Essex. Advocated for children's special interests such as education, recreation, employment, protective services, Juvenile Justice and child care.

THE BRIDGE, INC ESSEX COUNTY, NEW JERSEY

1969 – 1979

Executive Director, Co-Founder, Counselor

Responsible for the development and management of a multi-service center serving families of Essex County.

OFFICES HELD

Mr. Clancy has held more than a dozen offices for various organizations, including: Former Chairman, Essex County Family Court Commission; Former Member, Essex County Vocational School Planning Council; Former Member, Juvenile Conference Committee of Essex County; Former Member, Essex County Advisory Committee on Alcohol; Former President, New Jersey State Association for Youth Services, East Orange; and Former Member, West Essex Chamber of Commerce. He is also a Member of the Board of Trustees for The Bridge and Turning Point, Inc.

HONORS AND COMMUNITY SERVICE AWARDS

Mr. Clancy has been selected for more than 30 community service awards, including the Ernst & Young's "Entrepreneur of the Year" Award, 1999 and the "Award of the Nineties" from the National Council on Alcohol and Drug Dependence for his pioneering work with drug-affected prisoners, 1999.



Michael C. Hellriegel

PROFESSIONAL EXPERIENCE

COMMUNITY EDUCATION CENTERS, INC. WEST CALDWELL, NEW JERSEY

March 2011 – Present

2004 - 2010

Senior Vice President and Chief Financial Officer

Senior executive with full responsibility for directing the finance organization; acting as the primary liaison with the company's Board of Directors, private equity investors and lending institutions; accountable for directing the development and implementation of the Company's strategic plan, as well as driving the related initiatives throughout the organization. Management oversight includes corporate finance (treasury, acquisition due diligence and integration); financial planning, reporting and analysis, system development; the firm's operational analysis function; as well as executive responsibility for the Company's Drug Screening subsidiary.

Member of the company's senior executive team, as well as the Company's Operational Committee, which provides oversight over the company's diverse operations which spans eighteen states and the Commonwealth of Bermuda.

KROLL, INC. HOBOKEN, NJ

Consultant to Executive Management	August 2010 – January 2011
Executive Vice President and Chief Financial Officer	February 2005 – July 2010
Head of Finance	October 2004 – February 2005
Chief Financial Officer, Kroll Zolfo Cooper	April 2004 – October 2004

Senior executive with full responsibility for directing the global operations of the company's finance organization; while playing a significant role in the development and implementation of the Company's strategic plan and related initiatives. Management oversight includes corporate finance (treasury, acquisition due diligence and integration); financial planning, reporting and analysis, system development; and the firm's operational analysis function. Manages direct staff of four group CFO's, a Corporate Controller and a VP–Operational Analysis.

Member of the company's Executive Committee which provides oversight over the Company's diverse operations. Works closely with Kroll's CEO to design the tactics and communication vehicles needed to achieve strategic initiatives. Appointed as a charter member of Marsh & McLennan's SEC reporting and disclosure committee.

BUTLER INTERNATIONAL, INC. MONTVALE, NJ		1981 – 2004
Senior Vice President, Finance / Chief Financial Officer Vice President / Controller Divisional Controller	1996 — 2004 1989 — 1996 1986 — 1989	



Michael C. Hellriegel

Senior Vice President and Chief Financial Officer

Director, Financial Analysis and Reporting
Manager, Financial Operations
Accounting Manager / Senior Accountant

1984 - 1986 1983 - 1984 1981 - 1983

Experience included full responsibility for directing all corporate administrative functions, including finance, information technology, risk management, human resources, legal and investor relations. Management of the finance function, which included SEC reporting, financial planning and analysis, treasury, tax and M&A due diligence and integration, was accomplished through a staff of up to 100, including a Corporate Controller and 3 divisional controllers.

As liaison between field operating management and the company's Chairman and CEO; worked closely with the senior management and made significant contributions to strategic and tactical initiatives; actively participated in all corporate Board of Directors meetings.

CONTRIBUTIONS AND ACHIEVEMENTS AS A SENIOR FINANCIAL EXECUTIVE Executive Leadership / General Management

- Led Kroll's transaction team which produced several \$1+ billion offers for the Company, culminating in its acquisition by, Providence Equity backed, Altegrity, Inc.
- Played a significant role in the development and implementation of a new strategic plan which radically changed the shape of the Company.
- Developed new operational models which led to a \$90 million reduction in the Company's cost structure, while promoting efficiencies and improved business analytics.
- Managed the operational restructuring of a \$45 million subsidiary which turned an \$8 million annual loss into a \$12 million profit, within one year.
- Successfully completed the relocation and centralization of the international accounting network where others had failed.
- Built top-flight, value-added finance and administrative departments that partner with operating management to achieve company objectives.
- Achieved a reputation as a strong decision maker of the highest integrity which led to leadership roles in many corporate initiatives.
- Established strong personal relationships with senior management, outside auditors and lenders based upon integrity, trust, thorough communication and dedication.

Financing / Capital Raising / M&A

- Senior member of a team which successfully syndicated \$800 million in acquisition financing for the Kroll / Altegrity merger.
- Negotiated an \$85 million revolving line of credit, increasing borrowing capacity 25% despite company's unprofitable status at the time.
- Played a management or other significant role in several domestic and international equity and debt offerings.
- Managed merger and acquisition due diligence and integration for more than 20 transactions.

Accounting / Administration / Reporting



Senior Vice President and Chief Financial Officer

- Designed a comprehensive management reporting and forecasting system, based upon the identification and tracking of key performance indicators, which provides timely, accurate and actionable information to operating management.
- Developed and instituted financial modeling techniques for financial and operational analysis (including reporting, planning and forecasting) that enhanced management effectiveness.
- Pioneered the use of electronic databases, including Hyperion system based tools, to augment the financial and operational reporting processes.
- Designed, implemented and maintained a comprehensive company-wide, SOX compliant, internal control system.
- Completely restructured and improved the finance and administrative departments through best practice oriented process changes, customized software and departmental reorganization.

Earlier experience in various financial reporting (SEC and ICC) and auditing functions with The Coca-Cola Bottling Co. of New York, Inc. (a Fortune 500 firm at the time).

EDUCATION AND CERTIFICATIONS

COLUMBIA UNIVERSITY

NEW YORK, NEW YORK

Master of Science, Strategic Communications

FAIRLEIGH DICKINSON UNIVERSITY

TEANECK, NEW JERSEY

Master of Business Administration, Finance

ST. PETER'S COLLEGE JERSEY CITY, NEW JERSEY Bachelor of Science, Accounting

CERTIFIED PUBLIC ACCOUNTANT

STATE OF NEW JERSEY (INACTIVE)



Robert Mackey, Ph.D.

Dr. Mackey oversees all reentry and in-prison treatment services, research and quality management for CEC. He served as Senior Vice President and Chief Operating Officer since 1997, while during that time under his direction, outcome-based research studies demonstrated significant reductions in recidivism by CEC program participants. Dr. Mackey has 40 years of experience in the field of treatment and is a licensed psychologist. He has served on several advisory boards for the State Superior and County Court systems in New Jersey for domestic violence. He has additional experience as a school psychologist for two major districts, and was a Program Director for community programs and substance abuse. Dr. Mackey is a U. S. Army veteran and has served on the Veterans Advisory Committee for Ocean County College.

PROFESSIONAL EXPERIENCE

Community Education Centers, Inc. NEWARK, NJ

1997 – Present

Senior Vice President forReentry Operations

Responsible for the clinical operations of adult and adolescent services in a multi-state education and corrections corporation.

Superior Court of NJ, Domestic Violence Intervention Services 1985 - 1999 OCEAN COUNTY, NJ

Consultant and Clinical Supervisor

Responsible for batterer and victim services, staff development and annual statewide training of Superior Court Judges. Provided training at the Rutgers Summer School of Alcohol and Drug Studies specializing in domestic violence and addiction education.

School Psychologist

Provided fifteen years of service to public regional and private schools for emotionally/behaviorally handicapped students.

Clinical Psychologist

Provided forensic and clinical services as a New Jersey Licensed Psychologist in private practice.

EDUCATION

Seton Hall University SOUTH ORANGE, NJ 1992



(

Senior Vice President, Secure Facilities Division

Ph.D., Clinical Psychology MA, School Psychology Rehabilitation Counseling	1979 1976
Trenton State College (College of New Jersey TRENTON, NJ	1972
BA, Psychology	
Ocean County College TOMS RIVER, NJ	1971
AA, Liberal Arts	
OFFICES HELD / ADVISORY POSITIONS	
NJ Supreme Court Domestic Violence Working Group Co-Chair of the Psychology Subcommittee	
NJ Superior Court Domestic Violence Working Group Chairperson of the Education Subcommittee	
NJ Department of Education, Division of Special Education Chair & Monitor of Advisory Teams for Schools for the Handicapped	
Ocean County College Veteran's Advisory Committee	
GERTIFICATIONS AND LICENSES	
NJ Licensed Psychologist	
NJ Certified School Psychologist	
NJ Certified School Social Worker	
NJ Certified Alcohol and Drug Counselor	
NJ Certified Domestic Violence Specialist	
OTHER	
US ARMY INFANTRY / VIETNAM Discharge: Honorable	1969



Steven C. Tomlin, MHS, CAC, CCS Vice President, Eastern Region

With over 20 years of experience in the fields of substance abuse and criminal justice, Mr. Tomlin is a national leader in re-entry services. An experienced authority on clinical and operational oversight, his current regional responsibilities include over 30 sites with a service capacity of 14,000 individuals. In addition, he serves as governmental liaison, working with local and national leaders shaping public policy on issues confronting the criminal justice system. Mr. Tomlin serves on the PA Special Planning Committee for Re-Entry and is scheduled to present at FCCD Conference in Clearwater, FL as part of the expert Re-Entry panel.

PROFESSIONAL EXPERIENCE	
COMMUNITY EDUCATION CENTERS, INC. WEST CALDWELL, NJ	2006 – Present
Vice President, Eastern Region	
MIN SEC COMPANIES PHILADELPHIA, PA	1999 – 2006
Project Director	
GOOD FRIENDS, INC. MORRISVILLE, PA	1997 – 1999
Primary Therapist/PT	
RHD, INC. PHILADELPHIA, PA	1998 – 1999
Facility Director	
TODAY, INC. NEWTON, PA	1994 – 1998
Marketing/Outreach Coordinator/Program Coordinator	
LIVENGRIN FOUNDATION BENSALEM, PA	1989 – 1994
Detox/Intake Counselor	



Steven C. Tomlin, MHS, CAC, CCS

Vice President, Eastern Region

EDUCATION

LINCOLN UNIVERSITY LINCOLN, PA Master of Health Science

ORGANIZATIONS AND PROFESSIONAL AFFILIATIONS

- Member of Pi Gamma Mu, International Honor Society in Social Science, Pennsylvania Alpha Lambda Graduate chapter
- Certified as Chemical Addiction Counselor (CAC) by Pennsylvania Chemical Addiction Certification Board (PCACB) in 1996
- Certified Clinical Supervisor (CCS)
- Former member Board of Directors, Pennsylvania Association of Alcoholism and Drug Abuse Counselors (PAADAC)
- Charter Member Pro-Act
- Charter Board Member Correctional Accreditation Managers Assoc. (CAMA-PA)
- Member of Drug and Alcohol Service Providers Organization of PA (DASPOP)
- Member of National Association of Alcoholism and Drug Abuse Counselors (NAADAC)
- Member of Pennsylvania Association on Probation and Parole



Marlene Riordan has over 30 years of experience as a health service administrator in various health care settings with expertise in licensing and accreditation. She has an extensive background in strategic planning, operations, program development, managed care, marketing and referral development. Ms. Riordan also has comprehensive knowledge of quality management principles and is certified as a healthcare quality professional. Ms. Riordan is responsible for the development, operational management, and financial performance of Community Education Center's Health Care Services Division.

PROFESSIONAL EXPERIENCE

Community Education Centers, Inc. WEST CALDWELL, NJ

2002– Present

Vice President Health Care Services

Responsible for the development, operational management and financial performance of CEC's Health Care Services Division.

2003 - Present

2002 - 2003

Director of Quality Management

Responsible for the overall organization and management of all activities related to accreditation and licensing (ACA, JCAHO, DYFS, DHS). Developed and implemented an organization-wide HIPPA Compliance Program.

MOUNT CARMEL GUILD BEHAVIORAL HEALTH SYSTEM 2000 – 2002 NEWARK, NJ

Associate Administrator for Quality Management

Developed and implemented a comprehensive QM program for a 17-site behavioral health system. Established the infrastructure to support the QM/PI process. Redesigned policies and procedures to ensure the delivery of quality care. Overall responsibility for the following key departments: Outcomes Management, Health Information Management, Patient Advocacy and Clinical Training Department. Successfully led the organization to JCAHO Accreditation in November 2000.

Re-engineered core processes and policies to ensure compliance with payer sources and regulatory bodies. Oversaw development of comprehensive education and training programs related to documentation and process improvement. Implemented and managed Medical Staff sub-committees including: Data and Quality Management Systems, Mortality & Morbidity Review and Critical Analysis.



Vice President, Health Care Services

HIP PINNACLE HEALTH ENTERPRISES NORTH BRUNSWICK, NJ

1997 – 2000

Practice Site Administrator

Responsible for the overall management and productivity of two Practice Sites serving 12,500 members. General manager directing day to day operations of 50 non-physician staff and 10 physicians with a budget of 5 million dollars. Responsible for each functional area, office operations, human resource practices, fiscal management, facilities and telecommunications. Established positive relationships with physicians while dealing with difficult issues of scheduling and appointment access/availability. Developed a monthly report for physicians showing productivity and referral patterns. Implemented new billing and referral system and utilized reports available within new system to improve productivity of the practice.

Maintained a favorable budget variance for total expenses in each practice site. Improved phone access by redesign of the automated attendant resulting in an average abandonment rate of 5%. Consistently met standards for appointment availability and wait time. Promoted cross training of staff to enable greater workflow efficiency. Developed FTE report that was adopted statewide. Organized internship program and set program goals and evaluation guidelines.

GARDEN STATE MEDICAL GROUP/HIP

1995 – 1997

Regional Referral Utilization Manager

Responsible for developing a specialty referral management system that included the development/implementation of referral guidelines, monitoring compliance to the guidelines, providing variance feedback to physicians and analyzing results from a quality, financial and systems viewpoint. Designed specifications for monthly referral utilization report for physicians and management, which was adopted by reengineering group for statewide implementation. Identified physicians with high referral profiles and developed strategies with physician management to modify the referral pattern resulting in a 19% decrease in specialty referrals for CAT scans and MRIs over a sixth month period.

Successfully developed physician group consensus for referral management system in all key areas including internal medicine department and various specialties.Developed Physical Therapy Referral and Treatment Management Guidelines along with a variance feedback system that decreased unnecessary referrals to the specialty by 12%. In collaboration with the chief of dermatology, established a triage system for dermatology consults reducing referrals by 10%.

Network Physician Recruiter

Identified physician-staffing requirements.Initiated contacts and negotiated contracts with individual physicians and IPAs. Supported physician application and credentialing processes. Coordinated and negotiated contracts with primary care physicians and specialists in Warren and Sussex counties exceeding target goals required to apply for state license. Increased network of caregivers in Morris County who met specific professional standards by initiating contact and contracting with Northwest Covenant Health System physicians.

HIGH FOCUS CENTERS, INC.

1994 - 1996

1995 - 1996

1996 - 1997



Vice President, Health Care Services

RIVER EDGE, NJ

JCAHO Project Coordinator/Quality Improvement Director

Responsible for preparing center for JCAHO accreditation and state licensing.Implemented programs to meet regulatory agency requirements. Supervised five professional and support staff. Reported to CEO.Instituted compliance programs for human resources management, credentialing practices, quality improvement, risk management, utilization review, patient management and medical records.Responsible for the agency being granted a three-year accreditation with commendation from the JCAHO survey committee.Successfully prepared the center for its first state licensure survey.

NORTHEAST RECOVERY NETWORK CALDWELL, NJ

Administrator

Managed operations of clinical programs and support departments. Formulated and monitored capital and personnel expense budget. Reported to CEO.Instrumental in implementing standards and monitoring activities achieving JCAHO accreditation.Restructured staffing resulting in overtime being reduced by 60%.Established a case management department resulting in decreased length of stay from 28 to 14 days and decrease in third party denials.

FAIR OAKS HOSPITAL SUMMIT, NJ

Program Administrator

Managed and marketed Adolescent and Women's Treatment Programs. Established program objectives. Determined staffing requirements and managed program budget.

1991 - 1992

1985 - 1990

Associate Nursing Administrator

Directed patient care and supervised clinical nursing activities for three treatment programs. Responsible for recruiting and supervising a staff of 75 employees. Monitored compliance with accreditation standards. Developed and instituted a hospital-wide patient acuity and documentation system.

EDUCATION

FAIRLEIGH DICKINSON UNIVERSITY RUTHERFORD, NJ MPA, Health Services Administration

SETON HALL UNIVERSITY SOUTH ORANGE, NJ BSN

CERTIFICATIONS AND LICENSES



1985 - 1992

1992 - 1994

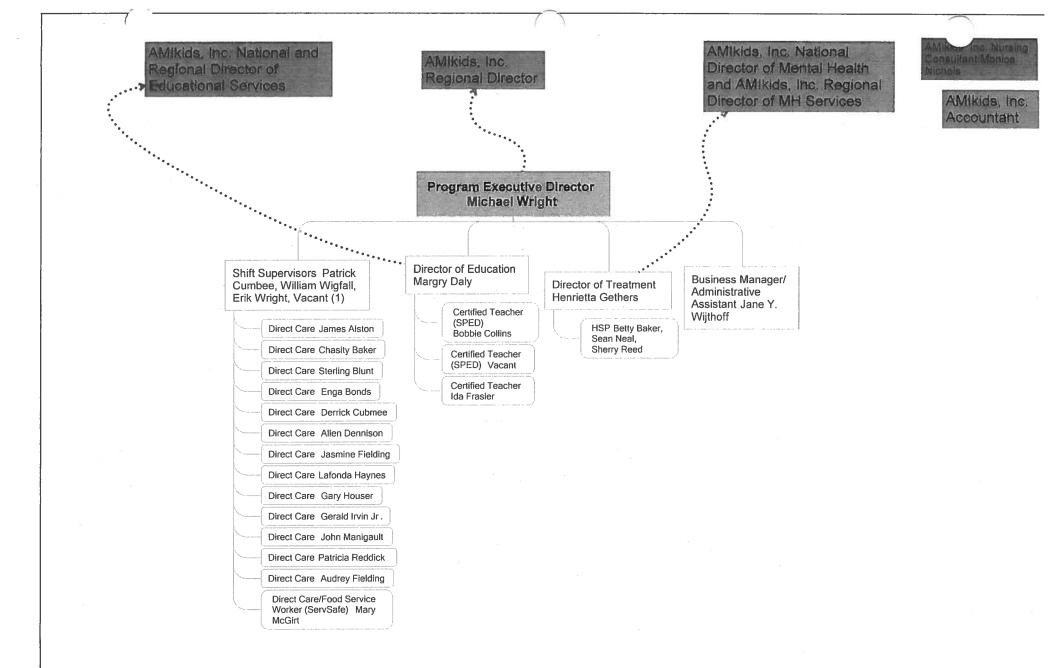
1994

1985



Vice President, Health Care Services

- Certified Professional in Healthcare Quality (CPHQ)
- Certified Correctional Health Professional (CCHP)
- Registered Nurse, New Jersey and Pennsylvania



This organization chart reflects via ORANGE DOTTED LINES the relationship between the program and AMIkids, Inc. staff. All AMIkids, Inc. staff above in orange are reflected in the submitted budget

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OFFICE OF COMMUNITY ALTERNATIVES

CAMP ASPEN

AWARD LETTER

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

Statement of Award

Posting Date: June 17, 2014

Solicitation:5400007516Description:MARINE & WILDERNESS CAMPS FOR DJJAgency:SC Department of Juvenile Justice

The State awards contracts noted below. This document becomes the final Statement of Award effective 8:00 A.M., June 18, 2014. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED (FOR EACH LOCATION): IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.sc.gov ,
(b) by facsimile at 803-737-0639 , or
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Maximum Contract Period:August 01, 2014 through July 31, 2019Initial Contract Period:August 01, 2014 through July 31, 2015

Contract Number: 4400008565 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

***Total Potential Value:** \$ 6,892,750.00

ItemDescription00001Georgetown Marine Institute

**Yearly Budget \$1,378,550.00

Contract Number: 4400008566 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$ 6,892,750.00

ItemDescription00002Piedmont Wilderness Institute

**Yearly Budget \$1,378,550.00

Contract Number: 4400008567 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$ 7,734,100.00

Item Description 00003 Camp Bennettsville

**Yearly Budget \$1,546,820.00

Contract Number: 4400008568 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$ 7,745,915.00

ItemDescription00004Camp Sand Hills

**Yearly Budget \$1,549,183.00 Contract Number: 4400008569 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$7,701,190.00

ItemDescription00005Camp White Pines

**Yearly Budget \$1,540,238.00

Contract Number: 4400008581 Vendor Number: 7000118917 Awarded To: COMMUNITY EDUCATION CENTERS INC 35 FAIRFIELD PLACE WEST CALDWELL NJ 07006

Total Potential Value: \$ 8,267,555.20

ItemDescription00006Camp Aspen

**Yearly Budget \$1,653,511.04

Contract Number:4400008580Vendor Number:7000084060Awarded To:GENERATIONSALTERNATIVE PROGRAMP.O. Box 80009SIMPSONVILLE SC 29680

Total Potential Value: \$ 7,508,760.00

Item Description

00007 Generations Alternative Program

**Yearly Budget \$1,501,752.00

*Estimated for internal purposes only **Yearly Budgets for option years are dependent on available funding

Procurement Officer CHRIS MANOS

ATTACHMENT 7

OFFICE OF COMMUNITY ALTERNATIVES

GEORGETOWN MARINE INSTITUTE

SOLICITATION # 5400007516

State of South Carolina



Request for Proposal

DESCRIPTION: MARINE & WILDERNESS CAMPS FOR SCDJJ

USING GOVERNMENTAL UNIT: SCDJJ Administration

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

SUBMIT YOUR SEALED OFFER TO	EITHER OF THE	FOLLOWIN	NG 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/T	ime): 05/22/2014	2:30 P.M.	(See "Deadline For Submission Of Offer" provision)		
			(See "Questions From Offerors" provision)		
NUMBER OF COPIES TO BE SUBM	ITTED: See Section	n IV Inform	nation for Offerors to Submit on page 32		
CONFERENCE TYPE: Not Applicable DATE & TIME:			LOCATION: Not Applicable		
(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)					
AWARD & Award will be posted AMENDMENTS notices will be posted	on 06/17/2014 . The at the following we	e award, this eb address: h	s solicitation, any amendments, and any related attp://www.procurement.sc.gov		
Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)					
the entity a single a a divisio			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		
			eparate corporation, partnership, sole proprietorship, etc.		
AUTHORIZED SIGNATURE			TAXPAYER IDENTIFICATION NO.		
(Person must be authorized to submit binding offer to contract on behalf of Offeror.)		(See "Taxpayer Identification Number" provision)			
TITLE		STATE VENDOR NO.			
(business title of person signing above)		(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)			
PRINTED NAME	DATE SIGNED	D STATE OF INCORPORATION			
(printed name of person signing above)		(If you are a corporation, identify the state of incorporation.)			
OFFEROR'S TYPE OF ENTITY: (Che	ck one)		(See "Signing Your Offer" provision.)		
Sole Proprietorship	Partnership		Other		
Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)			Government entity (federal, state, or local)		

PAGE TWO

			(Return Page Tw	o with Your Of	ler)			
HOME OFFICE principal place of bu	E ADDRESS (usiness)	(Address for offered	or's home office /	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)				
				Contact Person				
				Address				
				City/State/Zi	p			
				Area Code -	Number - Extension		Facsimi	le
				E-mail Addres	S			
PAYMENT AD	DRESS (Addro se)	ess to which paym	ents will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)			orders will be sent) es)	
Payment Add	ress same as Ho ress same as No	ome Office Add	ress (check only one)		ddress same as Hon ddress same as Noti			
ACKNOWLEDC Offerors acknowledg	GMENT OF A ges receipt of ame	MENDMENT ndments by indica	TS ting amendment nu	mber and its date	e of issue. (See "Amen	dments t	o Solicitati	on" Provision)
Amendment No. A	mendment Issue Date	Amendment No.	Amendment Issue Date	Amendment N	D. Amendment Issue Date	Amend	lment No.	Amendment Issue Date
			· · · · · · · · · · · · · · · · · · ·					
DISCOUNT F PROMPT PAYM (See "Discount for F Payment" claus	AENT Prompt	Calendar Days (%)	20 Calenda	ar Days (%)	30 Calendar Days	(%)	C	alendar Days (%)
Preferences do 35-1524, part (not apply to (5).	o Request fo	r Proposals po	er SC Cons	olidated Procur	emen	t Code	Section 11-
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I. SCOPE OF SOLICITATION

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

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

INTRODUCTION

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

DEFINITIONS

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

- A. The term "Director" means the Director of the Department of Juvenile Justice or his/her official designee.
- B. The term "Contracting Officer" means the person delegated by the Director of Department of Juvenile Justice to oversee the implementation of this contract.
- C. The term "Project Monitor" means the individual designated by the Contracting Officer to serve as the liaison with the contractor(s).

The Project Monitor is responsible for:

- 1. Coordinating the activities of the contractor(s) with other Department of Juvenile Justice funded projects; and
- 2. Such other specific responsibilities as are stipulated in various clauses of the contract. The Project Monitor is not authorized to make any commitments or otherwise obligate the Department of Juvenile Justice or authorize any changes to the contract, which affects the contract price, terms, or conditions. Any such changes will be referred through the Project Monitor to the Director of Procurement. No such changes will be made without the expressed prior authorization of the Director of Procurement Services.
- G. The term "Quality Assurance Monitor" means the individual(s) designated by the Director of the Department of Juvenile Justice to ensure that the requirements of the contract are being implemented as required. This includes, but is not limited to State Standards for Residential Services, Education, and Facility Standards. The Quality Assurance Monitors conducts reviews. outlines required corrective action, and follows up to ensure that corrective action is implemented.
- H. The term "client" means any juvenile who is under the supervision of Department of Juvenile Justice and who has been referred to the contractor(s).
- I. The term "juvenile" means service recipients in these residential programs.
- J. The term "slot" means one juvenile enrollment in the contractor's program.

The term "Materials Management Office" or "MMO" means the State of South Carolina Office of General Services, Materials Management Office.

ACQUIRE SERVICES (JAN 2006)

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

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

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

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

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

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AWARD NOTIFICATION (NOV 2007)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

only one legal entity; "joint bids" are not allowed. [02-2A015-1] BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

BOARD AS PROCUREMENT AGENT (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JAN 2006)

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

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

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

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

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (JAN 2006)

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

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

PROTESTS (JUNE 2006)

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (JAN 2004)

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

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

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

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

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

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://scemd.org/index.php/department/response/severe-winter-weather [02-2A120-2]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

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

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

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

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

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

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

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

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

(a) Offers should be complete and carefully worded and should convey all of the information requested.(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.(c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-1]

CLARIFICATION (NOV 2007)

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

DISCUSSIONS and NEGOTIATIONS (NOV 2007)

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

MAGNETIC MEDIA - REQUIRED FORMAT (MOFDIFIED)

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

SUBMITTING REDACTED OFFERS (MODIFIED)

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

MAIL PICKUP (JAN 2006)

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

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

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

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.sc.gov .

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

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

SITE VISIT -- BY APPOINTMENT (JAN 2006)

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

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

III. SCOPE OF WORK/SPECIFICATIONS

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

South Carolina Department of Juvenile Justice 1711 Shivers Road Columbia, SC 29221 [03-3030-1]

SERVICES

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

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

PROGRAM DESCRIPTION

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

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

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

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

A. Description of Juveniles to be Served

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

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

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

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

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

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

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

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

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

- 1. Staffing
 - a. Staff will include three Human Services Professionals who have obtained a masters degree in the behavioral sciences and experience in the provision of substance abuse services.
 - b. These Human Services Professionals will be Certified Addictions Counselors (CAC's) or will be working toward certification.
- 2. Services
 - a. The program components will be defined. The curriculum and services offered will be recognized as best practice models with respect to substance abuse rehabilitation by professionals as identified by the Department of Juvenile Justice.
 - b. Programming should take into account the developmental level of adolescents and should include both psycho-educational and cognitive-behavioral group formats.
 - c. Programming should include family involvement with an eye toward family and community re-integration.

- d. Juveniles should receive a minimum of three group sessions per week, which are conducted by a Masters Level therapist with no more than 12 juveniles participating in each group session.
- e. Non-clinical staff should receive training in normal adolescent development and basic substance abuse theory in order to play an integrated role in the program.
- f. Utilization of external support groups such as Alateen is encouraged.
- 3. Aftercare Planning
 - a. Aftercare planning will be initiated for each juvenile upon his arrival, and contact will be made with service providers in the juvenile's home county (e.g., The Bridge or local Commission) to ensure continuity of services from the program to the community.
 - b. Compliance with aftercare services should be strongly supported and encouraged.

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

Applicable to all Programs

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

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

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

B. Facilities

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

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

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

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

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

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

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

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

C. Programmatic Requirements

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

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

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

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

The following issues are listed for clarification:

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

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

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

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

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

Regardless of level of care, awake supervision will be provided 24 hours a day, 7 days a week. Contractors should be prepared to intensify staffing and supervision during emergencies, which include but is not limited to situations in which a pick up order is being secured or a transport by the SCDJJ police is being arranged. Educational and vocational services must be provided on site and in compliance with guidelines and requirements outlined by the State Department of Education. *(Attachment 3)*. Teachers that are hired should be certified in one of the four core areas which include Math, English, Science, and Social Studies.

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

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

Program objectives will include the following:

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

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

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

D. Aftercare Program required for Camp Aspen and Generations

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

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

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

E. Medical and Dental Services

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

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

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

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

F. Food Services

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

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

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

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

G. Prison Rape Elimination Act (PREA) Standards

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

ADDITIONAL PROVISIONS

A. PERSONNEL

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

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

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

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

B. REVIEW

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

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

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

C. HEALTH AND SAFETY STANDARDS

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

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

D. COORDINATION

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

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

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

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

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

F. CONFIDENTIALITY

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

G. SAFETY PRECAUTIONS

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

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

H. REQUIREMENTS FOR DRIVERS

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

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

I. JUVENILE INJURIES AND ILLNESSES

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

J. CHILD ABUSE

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

K. INAPPROPRIATE PHYSICAL CONTACT WITH CLIENTS

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

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

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

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

L. RELIGIOUS BELIEFS

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

M. DISCLOSURE OF INFORMATION

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

N. RECORDS

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

O. INSPECTION AND AUDIT

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

P. PRESERVATION OF RECORDS

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

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

Q. REPORTS

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

R. NOTICE TO THE STATE REGARDING PERFORMANCE REQUIREMENTS

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

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

S. METHOD AND SOURCE OF PAYMENT

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

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

T. ALLOWABLE COSTS

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

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

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

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

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

U. GRIEVANCES

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

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

Technical Proposal

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

Price Proposal

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

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

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

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

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

All information must be presented in the listed order:

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

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

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

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

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

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

The cost, for this contract period and renewal years, for the potential purchase of available beds at the discretion of SCDJJ is as follows: 8 Beds at Camp Sandhills- \$309,837

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

16 beds at Camp Bennetsville- \$618,728

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

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

Note:

- 1. Should there be requested and approved cost of living adjustment(s) the cost for the purchase of these additional beds would be adjusted accordingly.
- 2. During peak periods numbers 1 through 3 above may be purchased for a temporary period of time in 30 day increments. The above purchase costs are an annual figure. The cost would be pro-rated in accord with the time period purchased.
- 3. Regarding the oversight of Camps Bennettsville 2 and White Pines 2, at the sole discretion of DJJ, the upkeep and management of these properties by the Provider may be terminated at any time.
- **D.** <u>Oral Presentation</u>: Offeror will be required to give up to a 30-minute presentation to the evaluation panel members, with the presentation content and structure to be determined by the offeror. The presentation will be followed by about a 20-minute session for questions, answers and discussion with the evaluation panel. Oral Presentation and responses to questions should verify or clarify what is written in the Offeror's proposal. Offeror's representatives who would supervise and be involved with providing services should be key presenters in the presentation. Travel expenses and all other costs incurred to participate in the oral presentation are the responsibility of the Offeror. Procurement Officer will have the option to waive the Oral Presentation requirement.

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

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity:

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

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

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

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

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

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

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

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

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

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

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (MODIFIED)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

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

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

NOTE:

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

Low Bid/Low Bid	Х	Points Assigned for Price	=	Points Awarded for Price
Low Bid/Next Low Bid	Χ	Points Assigned for Price	=	Points Awarded for Price

[06-6065-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT (JAN 2006)

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

BANKRUPTCY (JAN 2006)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NON-INDEMNIFICATION (JAN 2006)

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

NOTICE (JAN 2006)

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

PAYMENT and INTEREST (MAY 2011)

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

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SETOFF (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONTRACTOR'S LIABILITY INSURANCE (MAR 2013)

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

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

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it. (d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time. (e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the

Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts.

This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PRIVACY -- WEB SERVICES (JAN 2006)

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 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 lyear(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 150 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a 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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

See Section IV INFORMATION FOR OFFERORS TO SUBMIT, INFORMATION FOR OFFERORS TO SUBMIT--EVALUATION, second paragraph Price Proposal (page 31) and Item D Price Proposal (page 32).

IX. ATTACHMENTS TO SOLICITATION

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: <u>www.sctax.org</u>

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: <u>http://www.sctax.org/Forms+and+Instructions/withholding/default.htm</u>

[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. <u>DO NOT</u> mark your entire bid/proposal as confidential, trade secret, or protected! <u>Do not</u> 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

GEORGETOWN MARINE INSTITUTE

ATTACHMENTS

STATE STANDARDS

FOR

RESIDENTIAL SERVICES

GROUP CARE INTENSIVE SERVICES

DEFINITION AND AUTHORIZATION

Definition: Group Care Intensive Services (GCIS) provides lodging, food, and the attentive and responsible care of children. GCIS are highly structured residential services having intensive staff supervision and programs for children who are experiencing relational or behavioral problems and are not able to function successfully in a less restrictive community environment. The program must be operational 24 hours per day, seven days per week, 365 days per year. **Temporary closings, except in emergency situations, are not allowable.**

The goal of the GCIS is to enable children to overcome their problems to the degree that they may be safely stepped down to a less restrictive environment. Intensive management refers to the level of supervision and intensity of programming required to manage children who present severe behavior management problems. Programming is tailored to the needs of the children served.

Providers shall be responsible for the provision of GCIS services and ensuring that each child's physical, social, emotional, educational/vocational, nutritional, spiritual/cultural and permanency needs are met.

Authorization: These services must be authorized by a designated referring State agency. Services may be recommended for a child who currently meets both of the following criteria for this level of care:

- The child is experiencing serious to severe relational or behavioral problems.
- The child is not able to function successfully in a less restrictive environment.

The designated referring State agency shall supply the group care intensive services provider with a written authorization for placement. Faxed or electronic copies of the authorization for placement are acceptable and should be received within 10 days of placement.

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

Staff Requirements: The Group Care Intensive Services provider shall ensure that all staff meets the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30.

There must be a Human Services Professional (HSP) who is responsible for providing and/or coordinating services for each child's care. This involvement shall include an assessment, development and signing of the care plan, and periodic re-confirmation of the appropriateness of care.

Program components shall be rendered by the HSP or by staff under the supervision of the HSP. The following standards must be met:

- The HSP shall meet the standards as defined under Human Services Professional in the Standards Applicable to All Group Care Providers, Staff Requirements Section.
- The direct care staff must meet all DSS licensing, training and education requirements.
- The staff shall be engaged in child-centered activities during program hours.

Refer to the Standards Applicable to All Group Care Providers, Staff Requirements Section for more specific requirements.

Supervision: Services shall be provided by or directly supervised by the HSP. The HSP has responsibility for evaluating, assessing, and the provision of all essential tasks for children who are receiving care.

The HSP shall be available for supervision and discussion during program hours to ensure that children are receiving care in a safe, efficient manner. Those hours must normally be scheduled at a time the children are expected to be awake and at the program. The HSP must spend a portion of his/her time watching and interacting with each child. These individual sessions will occur at a minimum of two times per week and shall be documented in the child's summary notes.

The HSP shall meet at least weekly with direct care staff either individually or in groups to discuss specific children's cases in order to monitor the child's behavioral, social, emotional, educational, vocational, nutritional, spiritual, cultural and permanency needs. This meeting will be documented in the child's summary notes.

Staff-to-Children Ratios:

HSP Ratio - One HSP is required for each 10 children.

<u>Program Hours</u> - 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.

<u>Sleeping hours</u> - 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.

<u>Alternative Settings</u> – 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.

<u>Crisis Intervention</u>: 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
- 3. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> focusing on relating to others now and in the future. This may include personal development, cultural awareness, communication and relationships education and training.
- 6. <u>Work and Study Skills</u> 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 must receive a free appropriate public education (FAPE) as defined by the Individuals with Disabilities Education Act (IDEA).

For those youth who legally exited high school prior to completing a state-issued diploma, achieved a state-issued high school diploma, or achieved a GED, the program must provide access to academic or vocational classes or opportunities that will prepare them to lead self-sufficient lives. Note that all youth who have not achieved a state-issued high school diploma have a right to return to school through age 21 to continue their education.

For those youth who have not completed high school or who have achieved a high school diploma or GED, the program must provide access to academic or vocational classes/opportunities that will prepare them to lead self-sufficient lives.

Educational Services - Services provided shall include:

- Documentation of the child's academic progress.
- Documentation of each child's attendance, courses and grades at the time of withdrawal from school.
- Placement of the child in an educational program.
- Support of the youth's education by participation in juvenile support team meetings, Individual Education Planning (IEP) meetings, parent/teacher conferences and disciplinary meetings.
- Monitoring of the child's educational progress at least monthly by contact with the local school personnel.
- Notifying and inviting parents/guardians/case workers, as appropriate to attend any school-related conferences.
- Ensuring that any child experiencing difficulty in school is considered for assistance.
- Providing each child structured study time and home work assistance.
- Providing opportunities for participation in school-related extra-curricular activities.

<u>Vocational Services</u>: 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

<u>General Care</u>: In addition to the program components listed within this section and within the licensing regulations, providers must also ensure that the children receiving services within the residential program also receive services daily which focus on the following:

Physical Care: Physical Care includes access to all health services pertaining to the body. Some elements of physical care include: the acquisition of nutritional services to ensure health, physical, and emotional well being along with the medication monitoring, documenting, administering medication by direct care staff trained in medication administration.

Social Care: The provision of an environment in which the child's relationships with peers, staff, significant other, and community are improved through the use of recreational and leisure activities.

Emotional Care: Emotional care includes a support network that recognizes a variety of emotions that are accompanied by physiological or psychological changes.

DOCUMENTATION

Each child's record must contain adequate documentation to support the services rendered and billed. Documentation of the services provided to the child, the child's responsiveness, and the interaction and involvement of the staff with the child should justify and support the services billed. Refer to the Standards Applicable to All Group Care Providers, Records/Documentation Section for more specific requirements.

In order for Group Care Intensive Services to be billed for any calendar day, services must have been rendered directly to the child during the day. The designated referring State agency should not be billed for days in which the child is absent or away for the full day unless the guidelines covering absentee days are met.

The State agencies will continue to acknowledge and reimburse absentee days for out-of-home medical care and transition days as previously outlined in the Absentee Day Policy. Unless otherwise specified by the referring State agency, the number of days shall remain as specified; however, the State agency, upon timely notification to the provider, may elect to shorten the time they will reimburse under each type of leave depending on the child's needs and circumstances. Referring State agencies require notification of planned absences in advance and notification of emergency absences within 24 hours.

GROUP CARE INTERMEDIATE SERVICES

DEFINITION AND AUTHORIZATION

Definition: Group Care Intermediate Services (GCMS) provides lodging, food, and the attentive and responsible care of children. GCMS are highly structured residential services having intensive staff supervision and programs for children who are experiencing relational or behavioral problems and are not able to function successfully in a less restrictive community environment. The program must be operational 24 hours per day, seven days per week, 365 days per year. **Temporary closings, except in emergency situations, are not allowable.**

The goal of the GCMS is to enable children to overcome their problems to the degree that they may be safely stepped down to a less restrictive environment. Intermediate management refers to the level of supervision and intensity of programming required to manage children who present less intensive problems than those in a group care maximum services program. Programming is tailored to the needs of the children served. In addition to the programming and structure, the children receive 24-hour supervision, during 16 hours of which staff members are awake.

Providers shall be responsible for the provision of GCMS and ensuring that each child's physical, social, emotional, educational/vocational, nutritional, spiritual/cultural and permanency needs are met.

Authorization: These services must be authorized by a designated referring State agency. Services may be recommended for a child who currently meets both of the following criteria for this level of care:

- The child is experiencing moderate to serious relational or behavioral problems.
- The child is not able to function successfully in a less restrictive environment.

The designated referring State agency shall supply the group care intermediate management services provider with a written authorization for placement. Faxed or electronic copies of the authorization for placement are acceptable and should be received within 10 days of placement.

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

Staff Requirements: The Group Care Intermediate Services provider shall ensure that all staff meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30.

There must be a Human Services Professional (HSP) who is responsible for providing and/or coordinating services for each child's care. This involvement shall include an assessment, development and signing of the care plan, and periodic re-confirmation of the appropriateness of care.

Program components shall be rendered by the HSP or by staff under the supervision of the HSP. The following standards must be met:

- The HSP shall meet the standards as defined under Human Services Professional in the Standards Applicable to All Group Care Providers, Staff Requirements Section.
- The direct care staff must meet all DSS licensing, training and education requirements.
- The staff shall be engaged in child-centered activities during program hours.

Refer to the Standards Applicable to All Group Care Providers, Staff Requirements Section for more specific requirements.

Supervision: Services shall be provided by or directly supervised by the HSP. The HSP has responsibility for evaluating, assessing, and the provision of all essential tasks for children who are receiving care.

The HSP shall be available for supervision and discussion during program hours to ensure that children are receiving care in a safe, efficient manner. Those hours must normally be scheduled at a time the children are expected to be awake and at the program. The HSP must spend a portion of his/her time watching and interacting with each child. These individual sessions will occur at a minimum of once per week and shall be documented in the child's summary notes.

The HSP shall meet at least weekly with direct care staff either individually or in groups to discuss specific children's cases in order to monitor the child's behavioral, social, emotional, educational, vocational, nutritional, spiritual, cultural and permanency needs. This meeting will be documented in the child's summary notes.

Staff-to-Children Ratios:

HSP Ratio - One HSP is required for each 16 children.

<u>Program Hours</u> - 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.

<u>Sleeping hours</u> - 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.

<u>Alternative Settings</u> – 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.

<u>Crisis Intervention</u>: 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
- 3. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> focusing on relating to others now and in the future. This may include personal development, cultural awareness, communication and relationships education and training.

6. <u>Work and Study Skills</u> 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.

<u>Recreation and Leisure</u>: Provides for a daily program of indoor and outdoor recreational and leisure activities. In addition to providing activities on site, the provider shall utilize the community's cultural, social, and recreational resources whenever possible and appropriate. Children's strengths, needs and interest should be addressed when developing recreational and leisure activities. Children are not expected to spend a substantial portion of their leisure time watching television or playing video/computer games.

The program must ensure that all activities are age appropriate for the ages of the children being served. The program must maintain and/or provide access to a variety of recreational and leisure equipment and supplies such as games, sporting equipment, reading materials and art supplies.

Recreation and leisure activities must provide opportunities for children to participate in both group and individual events. Recreational and leisure activities must be supervised by provider staff. For children participating in community programs, the provider must ensure sufficient and appropriate supervision for the children in attendance.

Educational and Vocational Services: It is expected that the majority of youth will be enrolled in public school. If the residential program operates its own private school, the residential program must provide an educational program that satisfies the requirements set forth by the South Carolina Department of Education (SCDE). The SCDE must make this determination through monitoring, written reports, on-site visits, and other processes and activities.

Children/youth with disabilities placed in or referred to the residential program by a public or state agency and placed in a private school operated by the residential program must receive a free appropriate public education (FAPE) as defined by the Individuals with Disabilities Education Act (IDEA).

For those youth who legally exited high school prior to completing a state-issued diploma, achieved a state-issued high school diploma, or achieved a GED, the program must provide access to academic or vocational classes or opportunities that will prepare them to lead self-sufficient lives. Note that all youth who have not achieved a state-issued high school diploma have a right to return to school through age 21 to continue their education.

For those youth who have not completed high school or who have achieved a high school diploma or GED, the program must provide access to academic or vocational classes/opportunities that will prepare them to lead self-sufficient lives.

Educational Services - Services provided shall include:

- Documentation of the child's academic progress.
- Documentation of each child's attendance, courses and grades at the time of withdrawal from school.
- Placement of the child in an educational program.
- Support of the youth's education by participation in juvenile support team meetings, Individual Education Planning meetings, parent/teacher conferences and disciplinary meetings.

- Monitoring of the child's educational progress at least monthly by contact with the local school personnel.
- Notifying and inviting parents/guardians/case workers, as appropriate to attend any school-related conferences.
- Ensuring that any child experiencing difficulty in school is considered for assistance.
- Providing each child structured study time and home work assistance.
- Providing opportunities for participation in school-related extra-curricular activities.

<u>Vocational Services</u>: 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:

<u>Physical Care</u>: 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.

<u>Social Care</u>: 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.

<u>Emotional Care</u>: Emotional care includes a support network that recognizes a variety of emotions that are accompanied by physiological or psychological changes.

DOCUMENTATION

Each child's record must contain adequate documentation to support the services rendered and billed. Documentation of the services provided to the child, the child's responsiveness, and the interaction and involvement of the staff with the child should justify and support the services billed. Refer to the Standards Applicable to All Group Care Providers, Records/Documentation Section for more specific requirements.

In order for Group Care Intermediate Services to be billed for any calendar day, services must have been rendered directly to the child during the day. The designated referring State agency should not be billed for days in which the child is absent or away for the full day unless the guidelines covering absentee days are met The State agencies will continue to acknowledge and reimburse absentee days for out-of-home medical care and transition days as previously outlined in the Absentee Day Policy. Unless otherwise specified by the referring State agency, the number of days shall remain as specified; however, the State agency, upon timely notification to the provider, may elect to shorten the time they will reimburse under each type of leave depending on the child's needs and circumstances. Referring State agencies require notification of planned absences in advance and notification of emergency absences within 24 hours.

GROUP CARE INDEPENDENT LIVING SERVICES

DEFINITION AND AUTHORIZATION

Definition: Group Care Independent Living Services (GCILS) involves a range of services provided to youth ages 16 to 21 in a residential setting. Services are designed to improve the quality of life for youths by assisting them to assume responsibility over their lives and to function as actively and independently in the community as possible. GCILS is designed to both strengthen the youth's skills and develop environmental supports necessary to enable them to function independently in the community. **Temporary closings, except in emergency situations, are not allowable.**

GCILS is appropriate for those youths who have demonstrated developmental and emotional readiness based on positive behaviors, personal skills and strengths, ability to develop independence, and for those youths requiring a continuing level of oversight/supervision while learning and developing independent living skills. Services are intended to enable the youth to transition to an independent living environment while encouraging the youth to maintain community tenure, obtain all necessary treatment services, access services from a variety of community programs, and improve the capacity for independent living. Services are provided in the context of a supportive, non-institutional environment in the community and should be offered in a manner that maximizes the youth's responsibility, control, and feelings of self worth, and encourages independence.

GCILS programs are available to youth ages 16 to 21 who need independent living skills provided in a structured environment. These youths may be aging out of a more restrictive placement, be in need of transitional services, or be returning to DSS care after having left the system of care at the age of majority.

The goals of GCILS are to:

1. Reduce problem areas that prevent successful independent living

2. Develop and implement an independent living plan that will identify the skills necessary to function independently and be self-sufficient

- 3. Develop or increase skills in stress management, decision making, problem solving, and coping
- 4. Develop or increase basic life skills that contribute to successful independent living
- 5. Reduce barriers that impede the youth's ability to function independently within the community or independently with non-residential supports by creating realistic opportunities for the youth to a practice/apply the skills listed in 3 and 4

6. Develop a protected living environment for the youth requiring long-term protected care, which promotes development of his/her maximum possible independent living skills and abilities while providing the appropriate oversight and monitoring necessary for the youth to succeed.

Services are provided in a designated cottage on a residential group home campus or a separate group care facility in conjunction with 24-hour monitoring by staff. Staff must be available to youth 24 hours per day, seven days per week.

<u>Authorization</u>: 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

<u>Staff Requirements</u>: The Group Care Independent Living Services provider shall ensure that all staff meets the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30.

There must be a Human Services Professional (HSP) who is responsible for providing and/or supervising services for each youth's care. This involvement shall include: assessing the youth's current strengths, problem areas, and needed independent living skills; developing and signing an independent living plan; coordinating and integrating services; providing and/or supervising service delivery; consultation with appropriate outside entities; and periodic reconfirmation of the appropriateness of care.

GCILS shall be rendered by or under the supervision of an HSP. The following standards must be met:

- The HSP shall meet the standards as defined under Human Services Professional in the Standards Applicable to All Group Care Providers, Staff Requirements Section.
- The direct care staff must meet all DSS licensing, training and education requirements.

Refer to the Standards Applicable to All Group Care Providers, Staff Requirements Section for more specific requirements

In provision of GCILS, regular contact and face-to-face meetings must occur with the youth in order to facilitate the development of independent living skills. The amount of contact the HSP has with the youth should be based on the youth's assessed problems and needs. The HSP or direct care staff under direct supervision of the HSP must have daily face-to-face contact with the youth as well as provide 24-hour monitoring, seven days per week.

Supervision: Services shall be provided by or under the supervision of the HSP. The HSP has responsibility for supervising the performance of the direct care staff, assessing the youth's progress in accomplishing/reaching independent living goals, and supervising the quality and programming of services rendered. The HSP shall be responsible for formulating appropriate discharge plans to ensure the youth's successful and timely discharge to independent living.

The HSP shall be available for supervision and consultation. Regular contact and face-to-face meetings must occur with the youth in order to facilitate the development of independent living skills. GCILS

shall ensure appropriate involvement of an HSP in each youth's care. The HSP's work hours must normally be scheduled at a time the adolescents are expected to be awake, and the HSP must spend a portion of his/her time observing and interacting with them. Consultation services can be used by the HSP to communicate progress made toward independent living and the youth's readiness for transitional/ discharge planning.

The HSP shall meet at a minimum every two weeks with direct care staff to discuss and monitor the youth's needs and progress. This meeting will consist of an overview of the independent living services provided to each youth, the achievement of goals, identification of new problems/needs, and any necessary changes or modifications to the youth's Independent Living Plan. This meeting will be documented in the youth's weekly summary notes.

Staff-to-Youth Ratios:

HSP Ratio- One HSP is required for each 16 youths.

<u>Program Hours</u> – 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.

<u>Sleeping Hours</u> – At night, one HSP or direct care staff must be available for every ten youths. "Available" means identified staff must be at the group care facility, on the program grounds, or off the grounds but able to respond to the youth within ten minutes or less. State agencies prefer an awake staff. If a staff member is not physically in the group care facility, a staff member must conduct random nightly checks.

The program must maintain documentation to show that such checks were conducted. On-call staff must be available for emergencies.

INDEPENDENT LIVING ASSESSMENT

After admission of the youth into a GCILS program, the HSP must complete an Independent Living Assessment (ILA) within 30 days. The ILA must be completed before the Independent Living Plan is developed, and it must include the name and birth date of the youth.

The ILA, must be written, signed and dated by the HSP. The youth must be given the opportunity and encouragement to participate in the assessment process unless there are documented reasons why his/her participation is not possible. If the youth does not participate in the ILA process, an explanation must be included in the youth's record.

The ILA must include an assessment by the HSP defining the youth's need for independent living services to include whether or not he/she feels the youth displays adequate self-control, ability, and judgment skills in most situations. Specific elements of this assessment must include the following:

- An assessment of the adolescent's developmental readiness and stage of independence, not his/her chronological age.
- A description of the youth's strengths and needs, including issues that may impede the youth's ability to live and function independently.

- A description of the youth's cognitive abilities and his/her emotional and psychological stability.
- A list of the youth's strengths and needs in relation to educational and vocational areas to include a description of the youth's academic performance to include grade level, diploma or certificate track, and whether served by Special Education or Regular Education.
- A description of the youth's work habits and performance to include any voluntary and/or paid employment; and an indication of whether he/she has been referred to or has been served by vocational rehabilitation.
- A list of both the independent living skills the youth has and those that need to be developed (including but not limited to money management, parenting skills, coping skills, dealing with authority figures, and personal hygiene, etc.).
- A description of the youth's previous placement history to include dates of placement and reasons for discharge.
- A description of the youth's communication skills to include telephone, written and verbal.
- A description of the youth's involvement with his/her family to include the effect this had on the youth.
- A description of the youth's commitment to learning independent living skills and his/her participation in their future planning.

Ongoing assessments of the youth's problems/needs should be conducted by the HSP as needed and involve the youth.

PROGRAM COMPONENTS

Group Care Independent Living Services shall be provided for each youth based on his/her assessed needs. The structured programming and program components reflect behavioral, instructional, teaching elements and support the level of care provided Program components shall be rendered by the HSP or by staff under the supervision of the HSP.

The purpose of GCILS is to strengthen the youth's skills and develop environmental supports necessary to enable him/her to function independently within the community. The GCILS program must include and be able to provide all components in the service content array.

The HSP shall render the appropriate components within the array of services to the youth depending on his/her assessed needs. The provision of only one component continually to a youth does not constitute the full array of GCILS.

The program shall use a structured system that illustrates how the youth progress through the program and acquire skills needed for independent living. The GCILS services must also be consistent with the youth's needs and incorporated into the youth's Individual Living Plan.

The services comprising the program components must be provided to help ensure that the youth receives the needed services and supervision necessary for youth at this level of care. The frequency of services rendered must be provided in accordance to these guidelines and as listed on the child's individual care plan. The behavior management, life skills and independence, recreation/leisure and general care program components must be provided daily. Documentation in the Progress Summary Notes should reflect the child's participation in and attainment of the skills learned in each program component.

The services listed below are components of Group Care Independent Living Services:

Independent Living Assessment and Reassessments: The Independent Living Assessment must be completed for each youth admitted to a GCILS program. Assessments will be used in developing care plans. A reassessment will be completed when there is a substantial change in the youth's functioning and/or marked increase in personal distress. Refer to the Group Care Independent Living Services, Independent Living Assessment Section for more specific requirements.

<u>Initial and ongoing Independent Living Plans</u>: 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> 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. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> 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. <u>Work and Study Skills</u> 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. <u>Abstract Skills</u> 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 must receive a free appropriate public education (FAPE) as defined by the Individuals with Disabilities Education Act (IDEA).

For those youth who legally exited high school prior to completing a state-issued diploma, achieved a state-issued high school diploma, or achieved a GED, the program must provide access to academic or vocational classes or opportunities that will prepare them to lead self-sufficient lives. Note that all youth who have not achieved a state-issued high school diploma have a right to return to school through age 21 to continue their education.

For those youth who have not completed high school or who have achieved a high school diploma or GED, the program must provide access to academic or vocational classes/opportunities that will prepare them to lead self-sufficient lives.

Educational Services - Services provided shall include:

- Documentation of the child's academic progress.
- Documentation of each child's attendance, courses and grades at the time of withdrawal from school.
- Placement of the child in an educational program.
- Support of the youth's education by participation in juvenile support team meetings, Individual Education Planning (IEP) meetings, parent/teacher conferences and disciplinary meetings.
- Monitoring of the child's educational progress at least monthly by contact with the local school personnel.

- Notifying and inviting parents/guardians/case workers, as appropriate to attend any school-related conferences.
- Ensuring that any child experiencing difficulty in school is considered for assistance.
- Providing each child structured study time and home work assistance.
- Providing opportunities for participation in school-related extra-curricular activities.

<u>Vocational Services</u>: 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

<u>General</u>: Providers shall ensure that all staff, subcontractors, volunteers, interns, and other individuals under the authority of the provider who come into contact with referring state agency children are properly qualified, trained, and supervised. Providers must comply with and meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30 and all applicable federal requirements.

<u>Required Documentation of Qualifications</u>: Providers will maintain and make available upon request appropriate records and documentation of such qualifications and investigations. If these records are kept in a central "corporate" office, the provider will be given a reasonable amount of time to retrieve the records for the agency that is requesting them.

In addition to documentation of training received by staff and documentation of staff credentials, the provider must keep the following specific documents on file:

- A copy of the individual's resume or a completed employment application form; official college transcripts; and applicable licenses.
- A copy of the individual's criminal record check form from an appropriate law enforcement agency. The criminal record check must be updated every two years.
- Verification from the child abuse registry that there are no findings of abuse or neglect against the individual. The child abuse registry verification must be updated annually.

- Verification from the state and national sex offender registries that there are no findings of sexual charges against the individual. This verification must be updated annually.
- If the employee's position description requires that he/she transport children, a copy of the individual's current driver's license and official motor vehicle record (MVR). MVR checks must be updated every two years.

Providers shall ensure that all staff, subcontractors, volunteers, interns, or other individuals under the authority of the provider who come into contact with referring state agency children are properly qualified.

<u>**Crisis On-Call:**</u> 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

<u>General Requirements</u>: 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:

• <u>Presenting Problem</u> – Presenting problem statements that outline the specific behavior(s) that validate the need for and appropriateness of the level of care.

- <u>Long-Term/Discharge Goals</u> 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.
- <u>Short-Term Objectives</u> 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.
- <u>Interventions</u> 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.
- <u>Criteria for Achievement</u> 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.
- <u>Target Dates</u> 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.

<u>**Participation in Individual Care Planning:</u>** 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.</u>

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.

<u>Coordination and Notification</u>: 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.

<u>Modifications to the Individual Care Plan</u>: 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.

<u>Participation in Independent Living Planning</u>: 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.

<u>Modifications to the Independent Living Plan</u>: 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

<u>General Requirements</u>: 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. <u>All providers will document services using the Progress Summary Notes effective January 1, 2009.</u>

A copy of the suggested Progress Summary Note can be found as an Attachment to the State Standards. The purpose of these notes is to record the child/youth's participation in residential services and to summarize the child/youth's progress on long- and short-term goals. Progress Summary Notes should:

- Be individualized and specific to each child/youth
- Document the services provided to the child/youth. Services must relate to the child's care plan or independent living plan
- Document the child/youth's response to staff interaction and involvement with the child/youth
- Document the child/youth's progress to long- and short-term goals
- Summarize progress and note changes with respect to the child/youth's permanency plan and the intended discharge placement if different from the permanency plan
- Document contact between the child/youth and his/her family that relates to care plan goals
- Document that services correspond to billing by type of service, units of service and dates of service (with month, day, and year)
- Be signed/titled and dated by the HSP responsible for service delivery (either through direct service provision or supervision)
- Be legible and kept in chronological order
- Be written, signed, and dated on or shortly after the last day of service that the notes document and must be placed in the record within 14 days.

Progress Summary Notes should not be written or entered in the child's service delivery record prior to the actual date of service delivery.

Documentation/Signature Requirements: A Progress Summary Note summarizing the child/youth's program participation, status and functioning must be documented weekly. The Progress Summary Note must address at a minimum the following items:

- 1. A general observation of the child/youth's condition.
- 2. The child/youth's activity and participation in the program. This must include the child/youth's progress on goals as well as involvement in the structured program and/or other activities.
- 3. The involvement of the staff in service provision is required and shall be documented.
- 4. Future plans for working with the child/youth.

All Progress Summary Note entries must:

- Be typed or handwritten using only black or blue ink
- Be legible and kept in chronological order
- Be dated with month, day, and year
- Be legibly signed or initialed by the appropriate HSP. The HSP signature verifies that the services were provided in accordance with the appropriate standards. If someone other than the HSP completes the Progress Summary Note, this individual must also sign/title and date the note
- Identify individuals referenced by full name, title, and agency or provider affiliation at least once.

A copy of a suggested Progress Summary Note is located at the end of these Standards. Providers are not required to use this form, but <u>must</u> 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

<u>General Information</u>: All residential services programs must ensure that prescribed medication is stored in a secure, double-locked location. "Double-locked location" means that one locked container is stored inside a second locked location, both of which can be opened using a key, combination, or electric lock.

Program staff shall be informed of medication side effects/interactions and trained in proper administration and documentation of side effects. Providers must comply with and meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30

The provider must make every effort to notify all medical personnel who will prescribe and/or administer medications to a child/youth about any medications the child/youth is currently taking, and of any changes in the child/youths medication and functioning since he/she was last seen by the medical caregiver.

<u>Program Policy Requirements:</u> 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).

<u>Medication Logs</u>: At a minimum, medication logs must show the dates and times the medications were administered and include the initials of the staff member who administered them each time the medication is administered. The log must also document all changes in medications.

EMERGENCY SAFETY INTERVENTION

General Information: All providers of Group Care Intensive, Intermediate, and Independent Living Services are responsible for adhering to all requirements in this section. This includes providers that have policies prohibiting the use of such interventions but who may have an emergency situation requiring staff interventions.

"Restraint" is defined as any type of physical interventions including mechanical restraints and therapeutic holds that reduces or restricts an individual's freedom of movement and is administered without the individual's permission.

Restraint and seclusion shall be used only to ensure the immediate safety of the individual or others when no less restrictive intervention has been or is likely to be effective in averting danger. Restraint and seclusion shall never be used for coercion, retaliation, humiliation, as a threat or form of punishment, in lieu of adequate staffing, as a replacement for active treatment, for staff convenience, or for property damage not involving imminent danger.

Providers must comply with and meet the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 63-11-30, 114.490.

Staff Training Requirements: All providers must ensure that all staff involved in the direct care of the child/youth successfully completes a course from a certified trainer in the use of restraints and seclusion. Training should be aimed at minimizing the use of such measures, as well as ensuring client safety. For more information on selecting training models, see Section 7 of the Project REST *Manual of Recommended Practice*, available at <u>www.frcdsn.org/rest.html</u>.

Staff must successfully complete all required training in Emergency Safety Interventions prior to ordering or participating in any form or restraint. All staff involved in the use of seclusion and restraint must use the necessary and appropriate skills, knowledge, and expertise to judiciously apply interventions in a safe manner. Providers must adhere to all state licensing laws and regulations regarding the use of seclusion and restraint.

Program Policy Requirements: Each program will develop and implement a comprehensive written policy that governs the circumstances in which these practices are used. The policy shall identify the following:

- The threshold for initiating restraint and seclusion, such that the use of restraint or seclusion will be permitted only after other less-restrictive methods to prevent immediate and substantial bodily injury to the individual or others have been attempted and have failed
- Forms of restraint identified for use
- Specific criteria for the use of restraint and seclusion
- Staff members authorized to approve the use of restraint and seclusion
- Staff members authorized and qualified to administer or apply restraint and seclusion
- Approved procedures for application of each form of restraint and seclusion
- Procedures for monitoring any individuals placed in restraint and seclusion
- Limitations on the use of restraint and seclusion, including any applicable time limitations
- Procedures for immediate and continuous review of restraint and seclusion incidents to include reducing the likelihood of reoccurrence
- Procedures for comprehensive recordkeeping concerning all incidents of restraint and seclusion
- Procedure for reporting critical incidents resulting from the use of seclusion and restraint

Notification of Rights, Policies, and Procedures at Admission: Each program must have written policies regarding notification of rights, policies, and procedures at admission. At admission, the facility will inform the incoming individual and, in the case of a minor, the parents or legal guardians of the policy regarding the use of restraint and seclusion during emergency safety situations that may occur while the individual is in the program. The explanation will include the program's behavioral expectations and requirements. It will also include:

- Who can implement seclusion or restraint
- The actions staff members must first take to defuse the situation to avoid using seclusion or restraint
- The situations in which seclusion or restraint may be used
- A description of the emergency safety intervention procedures used
- When the use of emergency safety intervention will end
- What action the individual must exhibit to be released from emergency safety intervention
- The grievance procedure to report an inappropriate restraint or seclusion
- The opportunity to view time-out and quiet and seclusion rooms or areas.

Communication shall take place in a language that the individual and his/her parents or legal guardians understand. When necessary the program must provide interpreters or translators.

The program will obtain an acknowledgment in writing from the individual and his/her parents or legal guardians that they have been informed of the program's policy regarding the use of restraint or seclusion. The program will also obtain written consent from the individual's parents or guardians (unless otherwise ordered by the court) regarding permission to use restraint and seclusion in the event of an emergency crisis situation. The acknowledgment and consent forms must be filed in the individual's record and the program will provide copies to both the individual and his/her parents or legal guardian and the referring state agency.

Documentation: Each program must document all emergency safety interventions. Documentation shall include the following:

- A description of what happened
- The date and beginning and ending times of the incident
- Any precipitating incidents
- The age, height, weight, and gender of the child/youth
- The exact methods of intervention used, the reasons for their use, and the duration of the intervention
- The names of all children/youth involved
- The names and titles of staff or others involved, and their relationship to the child/youth
- Names of witnesses to the precipitating incident and subsequent restraint/seclusion
- The names and title of staff or others involved, and their relationship to the child/youth
- A detailed description of any injury to the child/youth including a body chart or photo
- The action taken by the provide as a result of the injury
- Preventive actions to be taken in the future
- A description of debriefing activities
- The follow-up required
- Documentation of supervisory and administrative reviews
- Description of notification efforts, including who was contacted, how and when they were contacted and verification that contact was made.

The documentation must be completed by the end of the shift in which the intervention occurs ad will be kept in the child's service delivery record.

<u>Monitoring/Termination</u>: 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

<u>General Requirements</u>: All residential services providers must have a policy on critical incidents. At a minimum, the following behaviors and situations will be considered critical incidents:

- Death of a child/youth
- Attempted suicide
- An incident that requires off-site emergency medical treatment
- An incident that requires an off-site emergency assessment
- Absence without approval
- Possession of a weapon
- Possession of an illegal substance
- A report to or involvement of an outside regulatory agency, e.g., law enforcement, DSS OHAN, the Office of Children's Affairs, etc.

- An emergency change of placement, e.g., discharge, hospitalization, incarceration, internal transfer, etc.
- Removal from school including suspension, expulsion, and placement on Medical Homebound or Home-based
- Use of restraint or seclusion

Notifications: The program policy must specify that the above-stated incidents require the provider to notify the referring State agency. In the event of attempted suicide by or the death of a child, the provider must notify OHAN, the referring State agency case manager or case manager's supervisor within 24 hours. All other state and federal reporting requirements apply.

Solicitation 06-S7191 Amendment 2 which was issued by the South Carolina Materials Management Office on May 16, 2006 stated that the participating agencies would provide additional information regarding the reporting of critical incidents. The amendment stated:

- Copies of critical incident reports will be submitted to the referring caseworker and other required entities as soon as practical, but no later than the end of the first business day following the incident.
- The state agencies will work together to outline a list of situations which require 24 hour notification by telephone regardless of Saturdays and Sundays.
- The state agencies will work together to ensure that providers have 24 hour numbers available to accomplish this reporting requirement.

The following critical incidents must be reported by telephone within 24 hours regardless of Saturdays, Sundays, or holidays.

- Death of a client
- Attempted Suicide by a client
- Absence without approval
- A report to or involvement of an outside regulatory agency (this includes law enforcement)
- An emergency change in placement
- Any serious illness or injury

In addition to the above, the Program Director may make a judgment call regarding additional incidents that are of a serious nature and should be reported to the referral agency within 24 hours by telephone regardless of Saturdays, Sundays, and holidays.

Agency contacts are available to the Contractors listing 24 hour on call numbers for their respective agency.

All ERMIS reporting requirements apply for juveniles under the supervision of the Department of Juvenile Justice.

Critical Incident Report: A Critical Incident Report that can be used by providers is found as an Attachment of this document. Providers are not required to use this form, but <u>must</u> 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.

TEMPORARTY 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.

<u>Out-of-Placement Medical Care</u>: The following criteria will apply when a child is temporarily absent from a program due to medical reasons requiring crisis stabilization, acute hospital care, inpatient psychiatric care, and/or residential substance abuse treatment:

- 1. State Agencies will reimburse for a maximum of 20 days of medical leave per year in treatment
- 2. The child must return to the same program. If it is known that the child will not return to the program following the medical leave, the day the child leaves on medical leave will be the date of discharge. If the program expects the child to return, but during the course of medical treatment a decision is made for the child to be placed elsewhere, the day the child left on medical leave is a billable day. The day the program is notified that the child will not return is the date of discharge. The days in between are not reimbursable since the child did not return to the program.

Required Documentation: The provider must document the following in behavior specific terminology in the Progress Summary Note:

- The incident leading up to medical leave
- The date the child left the program
- Where the child was placed
- That the referring State agency was notified. The referring State agency should execute any additional forms when required.
- Communication between the provider and the entity providing medical services
- The date the child returned to the program

Transition and Family Reunification: The following criteria will apply when a child is transitioning out of the program or for the purpose of family reunification:

- 1. State Agencies will reimburse for a maximum of five consecutive absentee days per period of leave, not to exceed 18 days per year in treatment.
- 2. Periods of leave may not be used for program/facility closings.
- 3. Periods of leave may be used when a child attends camp or participates in an out-of-state trip if the focus of this transitional leave is therapeutic in nature and consistent with service plan goals. Absentee days are not reimbursable for attending sports camps, educational camps, boy/girl scout camps, etc.

If it is known that the child will not return to the program following the transition/family reunification leave, the day the child leaves the program will be the date of discharge. If the program expects the child to return, but during the course of leave a decision is made for the child not to return to the program, the day the child left on leave is a billable day. The day the program is notified that the child will not return is the date of discharge. The days in between are not reimbursable since the child did not return to the program. If a child returns for a portion of a day to collect personal belongings and/or meet with staff, **but does not stay overnight**, this is **not** a billable day.

Required Documentation: The need for transitional and family reunification leave must be reflected in the child's Individual Service Plan in behavior-specific terminology. The provider must also document the following in the Progress Summary Note:

- How the child was prepared for the leave
- What transpired during the leave
- How the child benefited from the leave

- The goals the child was working toward
- The child's behavior during the leave
- The child's behavior upon return to the program

Unauthorized Leave: Unless otherwise approved by the referring State agency, State agencies will not reimburse for days when a child is absent from a program due to "running away" or temporary incarceration. The absence should be annotated in the appropriate blocks on the Progress Summary Note with an "A."

Administrative Policy: The Group Care Maximum, Intermediate and Independent Living Services provider must annotate the days the child was absent and present in the appropriate blocks provided on the Progress Summary Note, adhering to the following instructions:

- 1. If a child is present for any portion of a day on which a service is rendered and has spent the night before or the night of the day in question, annotate the box with a "P."
- 2. If a child is absent but meets the Absentee Day policy criteria, annotate the box with an "M".
- 3. If a child is absent from the program due to an unauthorized leave, annotate the box with an "A." These are **not** reimbursable days.
- 4. If a child is absent from the program due to any of the following, annotate the box with an "A." These are **not** reimbursable days:
 - a) Reasons other than those in the Absentee Day policy
 - b) Program closings
 - c) If the days absent exceed the allocated days in the Absentee Day Policy
- 5. If the child is discharged from the program planned or unplanned annotate the block with a "D". This is **not** a reimbursable day.

Attachments to State Standards Request for Dual Placement in a Therapeutic Foster Home

Child A (request to be placed):		Date dual placement to begin		
Name	Gender /age	Caseworker's name, office/agency, phone #		
Reason/Justification for Dual	Placement:			
Describe the behaviors that ca	used Child A to b	be in therapeutic care (history), and current behaviors:		
		Date of Placement in this home		
Name	Gender /age	Caseworker's name, office/agency, phone #		
		e in therapeutic care (history), and current behaviors		
Name of foster parent(s): Address:				
List all other children in the fo Name	Gender /age	Indicate biological/adopted, foster child, relative, etc.		
Licensed thru (TFC Agency):_ LCS:				
could place them or other chil	dren at risk, and t will manage all c	ssues (including sexual behaviors) of either youth that the steps to be taken to minimize the risk. Also of these children successfully, including any support		

A. I/we request approval for dual placement

/		
Name of Supervisor for Child A	Signature	Date
B. I/we recommend (accept) dual pl	acement	
Name of Caseworker for Child B	Signature	Date
Name of Supervisor for Child B	Signature	Date
Approval: I agree to the dual placemen	t described above.	
/		
Name of Approval Authority/Designee	for Child B Signature	Date

RESIDENTIAL GROUP CARE WEEKLY PROGRESS SUMMARY NOTE

1. Client Name (Last, First, MI)				Da	ate of Birth:		
2.			_				
Data	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Date (Mo/Day/Yr)							
Present/Absent					22		
3. Client participated in the f	ollowing pr	ogram com	ponents th	nis week:			
Assessment/Care Planning	Educat	tional/Vocat		Crisis	Sei	_Transi vices	tional
BehaviorLife SkillsRecreationGeneral Care (Social, Physical, Emotional)						ysical,	
4. Summary should include an integrated review of the services provided by the program. Documentation should include the following: a) General observations of the client; b) Services provided to the child: c) the child's response to services; d) interaction and involvement of staff; and e) future plans for working with the child. The child's progress toward long and short-term goals should also be documented.							
5. Staff Signature and Title		Date:	6. HSP Date:	Signatur	e and Tit	e	

CRITICAL INCIDENT REPORT

1.	Name of program/level of care:
2.	Location of incident:
3.	Name of client:
4.	Date of incident: (month, day and year) Time: AM/PM (circle one)
5.	Name of staff(s) involved in the incident:
6.	Type of critical incident (check all that apply)
	Attempted suicide by a client
	Death of a client
	Off-site emergency medical treatment (location:)
	Off-site emergency assessment (location:
	Off-site emergency assessment (location:) Absence without leave/runaway (date and time of return:)
	Possession of a weapon (type:
	Possession of an illegal substance (type:)
	Report or involvement of an outside regulatory agency (agency involved:
	Placement in Seclusion or Restraints
	Emergency change of placement:
	□ Discharge □ Hospitalization □ Incarceration □ Internal Transfer
	□ Other:
	Removal from school:
	□ Suspension (# of days:) □ Expulsion □ Medical Homebound
	□ Homebased □ Other:
	Other:
7.	Describe the incident and the circumstances surrounding it (attach additional pages if necessary):

8. What precipitating factors may have contributed to the incident? (attach additional pages if necessary)

9. Describe the behavior management/intervention technique used to de-escalate the client and the client's response (attach additional pages if necessary):

10. Describe follow-up actions taken (attach additional pages if necessary):

11. NOTIFICATIONS	Name and Title of Person Notified/Agency Affiliation:	Date:	Time:	Name of Person Notifying:
Internal Staff				
Referring Agency				
Parent/Guardian				
Regulatory Agency				
Law Enforcement				
Other				

12. Signatures:

Signature and Title of Person Who Completed This Report

Date

Signature and Title of Clinical Reviewer

Date

Signature and Title of Administrative Reviewer

Date

Signature and Title of LIP (for seclusion and restraint only)

Date

Each report should be reviewed for completeness and quality by considering the following:

- 1. The information contained in the report is comprehensive and relevant.
- The appropriate authorities/agencies, program/supervisory staff and parents/guardians were notified of the incident. 2.
- The actions taken in response to the incident were timely and appropriate. The report is appropriately signed and dated. 3.
- 4.

WILDERNESS CAMP MAINTENANCE AND REPLACEMENT GUIDE FOR THE SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE (SCDJJ)

1. Regular service will be provided by the contracted operator of each facility to include: Heating and Air Conditioning (HVAC) units, filters, registers, hot water systems and tanks, facility painting (interior and exterior), portable water systems, missing roofing tiles, fixtures and well equipment (when applicable), lighting and switches, appliances for kitchen, flooring clean and upkeep as well as deck railings and deck boards. These items are all inclusive for required preventative maintenance needs by the Operator.

2. Replacement of major systems which fail due to age or functional obsolescence may be paid for by SCDJJ as the Facility Owner. It will be the responsibility of the Operator to obtain the proper documentation that any said unit or item is beyond repair and submit to the Wilderness Camp Administrator of Facilities for SCDJJ. Any purchase of items will be subject to the SC Procurement guidelines and managed by SCJJJ only. Any purchases or items not approved by SCDJJ will NOT be paid for. Determination of replacement will be solely by SCDJJ Wilderness Camp Facility Manager and the Procurement Manager for SCDJJ.

Examples Include:

- A. By Operator: Wind storm blows a few roof tiles off.
- B. By SCDJJ: Hot water tank is beyond repair and needs to be replaced.
- C. By SCDJJ: Hail storm greatly damages the roof.
- D. By Operator: Deck rail is broken by a juvenile.
- E. By SCDJJ: HVAC unit is documented and beyond repair.
- F. By Operator: Exterior and windows are worn because of failure to paint and maintain. (All Repairs and Paint)
- G. By Operator: Shower and sink are dripping and broken.
- H. By Operator: Filter repairs and replacement of all types.

EDUCATION STANDARDS CHECKLIST

There are written policies, procedures and practices for operation of the entire program on file with approval by the South Carolina Department of Juvenile Justice's Special School District in accordance with the Department of Juvenile Justice Defined Minimum Program – DMP.

Educational staff are fully certified by the Department of Education. Certification is in areas approved under the Department of Education guidelines and in areas that are required to be taught English, Math, Science, Social Studies and Special Education.

Technical supervision by licensed or certified educational staff is approved by the Department of Juvenile Justice's Special School District Superintendent or his/her designee.

Procedure for providing adequate academic instruction through the use of substitute teachers in the absence of professional staff is approved by the Department of Juvenile Justice's Special School District Superintendent or his/her designee.

Classroom teachers will be assigned according to a maximum average ratio of fifteen juveniles per certified teacher. Special education teachers must follow the ratio guidelines in the South Carolina Department of Juvenile Justice Special Education Procedures Manual.

Appropriate physical facilities are available for classroom instruction, as defined by the South Carolina Department of Education.

Appropriate texts, AV, computers and other learning materials are available. A written curriculum guide, which is aligned with South Carolina State Standards for all subject areas is available for review.

The classroom is appointed with appropriate equipment and furnishings to provide for the educational needs of the average juvenile caseload.

Juveniles are provided with appropriate reading and writing materials and workspace or independent academic or leisure pursuits, such as a small lending library of age appropriate materials.

Text selection is based on programs and materials currently approved by the Department of Education Textbook Adoption Program.

A lending library must be available for supplementary and leisure reading. Instruction in the subject areas shall be scheduled for each juvenile for a minimum of 1800 minutes or 30 hours per week, including lunch for grades six through eight, and excluding lunch for grades nine through twelve. Units of credit in grades nine through twelve will be granted when a juvenile attends at least 120 hours of direct instruction from a certified teacher. All credits and transcripts will be granted/issued by the designated DJJ school. Innovative approaches to instruction may be implemented after approval by the Department of Juvenile Justice Special School District Superintendent or his/her designee.

Educational Standards Checklist Page Two

Written policies, procedures, and practices provide that each juvenile is evaluated in terms of basic academic and personal needs based on information received through contact with the juvenile's home, school and district.

Provisions to meet the educational needs of juveniles requiring special education services because of physical, mental, emotional, or learning disabilities are appropriately outlined and implemented in accordance with the South Carolina Department of Juvenile Justice Special Education Procedures Manual and South Carolina Department of Education guidelines. A Certified Special Education teacher must be employed full time to provide these services.

The educational program allows for flexible scheduling that permits juveniles to enter any time and to proceed at their own learning pace.

Career and technology education will be appropriate to the needs of the juveniles and in accordance with the South Carolina Department of Education guidelines.

Allowance for juvenile access to counseling and other support services is accommodated without loss of instructional time.

Annual and ongoing evaluation and review of the educational program by the South Carolina Department of Juvenile Justice Special School District Superintendent or his/her designee is implemented. This evaluation includes evaluation of the education staff.

Participation in the statewide testing program is required.

Provisions are made for coordinating the sharing of information on attendance, achievement, and/or grades with a designated school facility at the Department of Juvenile Justice to assure the juveniles meet school attendance requirements and continue to earn Carnegie units where applicable. When juveniles meet requirements, a high school diploma will be awarded.

Maintenance of appropriate educational records and their privacy and security is provided.

Participation by professional staff in DJJ Educational Services' staff development programs is required and documented.

MEDICAL AND PHARMACY BILLING PROCESS DJJ Community Residential Alternatives

The guidelines for payment of invoices for children receiving medical and pharmacy services in DJJ placements are outlined below. Group home staff secures the needed services and processes invoices for payment. Invoices should be processed expeditiously. Medicaid, state agencies, and private insurance companies have limitations regarding time limits for payment. If invoices are not processed within prescribed time frames required by Insurance Companies and/or Medicaid, then DJJ will not be responsible for payment, unless the Provider can justify that the delay was beyond their control. In all instances, contractor will email of fax medical services invoices to DJJ within five business days after receipt.

Juveniles who are Medicaid Eligible (Probation and Parole Legal Status)

- 1. Residential Care Staff will obtain the required health care services for the juvenile from the appropriate provider.
- 2. If the juvenile is covered by private insurance, the Residential Care Facility Staff will provide this information to the medical provider at the time services are rendered. The medical provider will bill the private insurance company for services rendered and Medicaid for any co-pays or deductibles.
- 3. If the juvenile does not have private insurance, the Residential Care Facility Staff will provide the provider with the juvenile's Medicaid Card/Number at the time services are rendered.
- 4. The medical provider will bill Medicaid directly for services rendered.

Juveniles who are Not Medicaid Eligible due to age or citizenship

- 1. Residential Care Staff will obtain the required health care services for the juvenile from the appropriate provider.
- 2. If the juvenile is covered by private insurance, the Group Care Facility Staff will provide this information to the medical provider at the time services are rendered. The medical provider will bill the private insurance company for services rendered and the parent/ guardian for any co-pay or deductibles. If the residential care provider determines that the parent/guardian is unable or unwilling to pay the co-pay/deductible and requests assistance, the co-pays/deductibles may be processed in accordance with these procedures for payment by DJJ. These invoices will be submitted to the Community Alternatives Program Monitor by email or fax no later than five business days after receipt.
- 3. For Juveniles who do not have a valid birth certificate (and therefore are not Medicaid eligible), the contractor will instruct the provider to bill at the Medicaid rate. The contractor will then submit these invoices to DJJ for payment as outlined in this document.

Non-Medicaid Juveniles due to Transfer Status

- 1. Residential Care Staff will obtain the required health care services for the juvenile from the appropriate provider.
- 2. If the juvenile is covered by private insurance, the Residential Care Staff will provide this information to the provider at the time services are rendered and the provider will bill the private insurance for services and the parent/guardian for any co-pay or deductibles. If the residential care provider determines that the parent/guardian is unable or unwilling to pay the co-pay/deductibles and requests assistance, the co-pay/deductibles may be processed in accordance with these procedures for payment by DJJ.
- 3. If the juvenile is uninsured, the provider may bill, at the Medicaid rate, for services rendered. The medical services provider will send the bill to the Community-Based Residential Provider. The residential provider will complete the Health Services Referral and Certification Process/Form.
- 4. No later than five days after receipt, Marine and Wilderness Camps will provide a copy of the Health Services Referral and Certification Form, along with the bill from the medical provider, to SCDJJ at the following address:

Medical Director Willow Lane Infirmary 4650 Broad River Road Columbia, SC 29210

Other residential providers will submit this same information to their Community Alternatives Program Monitor. The Program Monitor will check legal status, approve, and submit to the Health Services Medical Director for payment.

5. Camp Bennettsville, Camp Sand Hills, Camp White Pines and Camp Aspen will pay pharmacy bills directly for juveniles on **transfer status** and submit requests for reimbursement to the Medical Director (see Item 4 above for address). Within 30 days from the date of payment by the contractor, the Health Services Referral and Certification Form will be submitted along with the invoice, proof of payment, and a request for reimbursement.

CAROLINA DEPARTMENT OF JUVENILE JUSTICE

Health Services Referral and Certification Form

Date:	<u></u>			
Juvenile's Name:				
			<u> </u>	
			E.	
Referred to:				
	te of Service:		Charge:	
Contact with custo	odial parent concern	ing insurance or c	ther coverage for payment:	
Legal Status:	Probation	Parole	Transfer	

Residential Director Authorization

Date

SAMPLE CONTRACTS

(Name of Alcohol and Other Substance Abuse Treatment Provider) Alcohol and Other Substance Abuse Treatment Agreement

Alcohol and Other Substance Abuse Treatment Provider agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

Alcohol and Other Substance Abuse Treatment Provider agrees to comply with all credentialing processes and to maintain all licenses required by South Carolina law.

Alcohol and Other Substance Abuse Treatment Provider agrees to maintain medical records required by South Carolina law, to provide necessary records to the Wilderness Camp and to preserve confidentiality.

Alcohol and Other Substance Abuse Treatment Provider agrees to provide treatment services that require therapeutic interventions beyond the clinical scope of the out-of-home placement provider's treatment capacity, which is limited to juveniles who are substance abuse dependent.

The South Carolina Department of Juvenile Justice agrees to compensate the <u>(Alcohol and Other Substance Abuse Treatment)</u> at Medicaid rates for all Alcohol and Other Substance Abuse Treatment services provided to <u>(Wilderness Camp)</u> juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one-year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify <u>(Wilderness Camp)</u> of its intention in writing (90) days prior to the anniversary date.

(Name of Alcohol and Other Substance Abuse Treatment Provider) Alcohol and Other Substance Abuse Treatment Agreement

(Alcohol and Other Sub. Abuse Provider)	(Wilderness Camp)		
Alcohol and Other Sub. Abuse Authorized Signature	Wilderness Camp Auth. Signature		
Witness	Witness		
Date	Date		

South Carolina Department of Juvenile Justice

Deputy Director for Administrative Services SC Department of Juvenile Justice

Witness

Date		

(Dentist Name or Group) Agreement

The <u>(Wilderness Camp)</u> will contract with <u>(Dentist or Group)</u> to provide healthcare services to the children of the <u>(Wilderness Camp)</u>. The purpose of this agreement is to set forth the understanding between <u>(Dentist or Group)</u> and the <u>(Wilderness Camp)</u>.

(Dentist or Group) agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

(**Dentist or Group**) agrees to conduct juvenile emergency and/or non-elective examinations and provide treatment and services as required.

(Dentist or Group) agrees to refer cases to oral surgeons, endodontists, etc. When the need arises.

The South Carolina Department of Juvenile Justice agrees to compensate (Dentist <u>or Group</u>) at the Medicaid rates for all treatment and services provided to (Wilderness Camp) juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one- year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify <u>(Wilderness Camp)</u> of its intention in writing (90) days prior to the anniversary date.

(Dentist or Group)

(Wilderness Camp)

Authorized Signature

Wilderness Camp Auth. Sign.

Witness

Witness

Date

Date

(Dentist Name or Group) Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(Name of Hospital) Hospital Services Agreement

The	Wilderness Camp	will con	tract with the	
<u>(Ho</u>	spital)	_with all heal	thcare services to the children of the	
(Wil	derness Camp)	being provid	ed by <u>(Hospital)</u>	. The
purpose	e of this agreement is t	o set forth the	e understanding between	-
<u>(Ho</u>	spital)	and the _	(Wilderness Camp)	

Hospital agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

Hospital agrees to comply with Joint Commission for Accreditation of Healthcare Organizations credentialing process and to maintain all licenses required by South Carolina law.

Hospital agrees to maintain medical records required by South Carolina law, to provide necessary records to the Wilderness Camp and to reserve confidentiality.

The Wilderness Camp agrees to follow guidelines for security as outlined by the Safety and Security Department of <u>(Hospital)</u>.

The South Carolina Department of Juvenile Justice agrees to compensate the Hospital at Medicaid rates for all hospital services provided to <u>(Wilderness Camp)</u> juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one-year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify <u>(Wilderness Camp)</u> of its intention in writing (90) days prior to the anniversary date.

(Hospitals Name)	(Wilderness Camp)		
Hospital Authorized Signature	Wilderness Camp Auth. Signature		
Witness	Witness		
Date	Date		

(Name of Hospital) Hospital Services Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(Name of Pharmacy) Pharmacy Services Agreement

 The (Wilderness Camp)
 will contract with

 (Pharmacy)
 with all pharmacy services to the children of the

 (Wilderness Camp)
 being provided by (Pharmacy)

 The purpose of this agreement is to set forth the understanding between
 (Wilderness Camp)

 (Pharmacy)
 and the (Wilderness Camp)

Pharmacy agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the <u>(Wilderness Camp)</u> of any changes within thirty (30) days.

Pharmacy agrees to comply with and to maintain all licenses required by South Carolina law.

Pharmacy agrees to maintain medication records required by South Carolina law, to provide necessary records to the <u>(Wilderness Camp)</u> and to preserve confidentiality.

Pharmacy agrees to fill all prescriptions ordered by ______ and have ready for pickup no later than ______, 7 days per week. All other prescriptions will be ready for pick-up no later than ______ the following day.

The Department of Juvenile Justice agrees to compensate the Pharmacy at Medicaid rates for all pharmacy services and medications provided to <u>(Wilderness</u> <u>Camp)</u> juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one-year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify <u>(Wilderness Camp)</u> of its intention in writing (90) days prior to the anniversary date.

 (Pharmacy Name)
 (Wilderness Camp)

 Pharmacy Authorized Signature
 Wilderness Camp Auth. Signature

 Witness
 Witness

 Date_____
 Date______

(Name of Pharmacy) Pharmacy Services Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(Physician Name or Group) Agreement

The <u>(Wilderness Camp)</u> will contract with <u>(Physician or Group)</u> to provide healthcare services to the children of the <u>(Wilderness Camp)</u>. The purpose of this agreement is to set forth the understanding between <u>(Physician or Group)</u> and the <u>(Wilderness Camp)</u>.

(Physician or Group) agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the <u>(Wilderness Camp)</u> of any changes within thirty (30) days.

(Physician or Group) agrees to provide Board Certified Family Practitioners, mid-level providers, nurse practitioners, and/or physician assistants on site at _____(Wilderness <u>Camp</u>) _____ one day per week for approximately _____ hours.

(**Physician or Group**) agrees to conduct emergency and/or non-elective juvenile evaluations/examinations and provide treatment and services as required.

(Physician or Group) agrees to refer emergency cases to surgeons, hospitals, etc. When the need arises.

The South Carolina Department of Juvenile Justice agrees to compensate (Physician or Group) at the Medicaid rates for all treatment and services provided to (Wilderness Camp) juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one- year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify <u>(Wilderness Camp)</u> of its intention in writing (90) days prior to the anniversary date.

(Physician or Group)	(Wilderness Camp)
Authorized Signature	Wilderness Camp Auth. Signature
Witness	Witness
Date	Date

(Physician Name or Group) Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

(<u>Optometrist/Opthomologist</u>) Agreement

The <u>(Wilderness Camp)</u> will contract with <u>(Optometrist/Opthomologist)</u> to provide healthcare services to the children of the <u>(Wilderness Camp)</u>. The purpose of this agreement is to set forth the understanding between (<u>Optometrist/Opthomologist</u>) and the <u>(Wilderness Camp)</u>.

(Dentist or Group) agrees to maintain liability insurance within limits set forth by South Carolina laws, and agrees to notify the Wilderness Camp of any changes within thirty (30) days.

(**Dentist or Group**) agrees to conduct juvenile emergency and/or non-elective examinations and provide treatment and services as required.

The South Carolina Department of Juvenile Justice agrees to compensate (<u>Optometrist/Opthomologist</u>) at the Medicaid rates for all treatment and services provided to (Wilderness Camp) juveniles who are on transfer (community service) status.

This contract will automatically extend on each anniversary date unless either part elects not to extend the contract. Extensions may be less than, but will not exceed (number of years left in contract) additional one- year periods. If the either party elects not to extend on the anniversary date, the contractor(s) must notify <u>(Wilderness Camp)</u> of its intention in writing (90) days prior to the anniversary date.

(Optometrist/Opthomologist)

(Wilderness Camp)

Authorized Signature

Wilderness Camp Auth. Sign.

Witness

Witness

Date

Date

(Optometrist/Opthomologist) Agreement

South Carolina Department of Juvenile Justice

Deputy Director, Administrative Services SC Department of Juvenile Justice

Witness

Date_____

ATTACHMENT 5

State Of South Carolina Department Of Juvenile Justice POLICIES AND PROCEDURES

Authority:	Inspector General		Policy No.:	I-3.2	Page:	1 of 9
Title:	Reporting Events					
Related Stat	utes/Regulations:		·····			
October 1, 2 Effec	006 ctive Date	<u>SIGNED/William</u>	Willia	n R. Byars, Jr. Director		

<u>PURPOSE</u>: The Department of Juvenile Justice (DJJ) staff will document significant events, serious incidents and accidents, and other significant information occurring at and/or related to juveniles, employees, volunteers, visitors, DJJ facilities, programs, schools, offices, and work-sites.

PROCEDURAL GUIDELINES:

A. Definitions

- 1. Event: An act, situation, incident, or information that requires documenting for the purposes of one or more of the following reasons:
 - a. For review by a manager.
 - b. For support of action based on safety or security issues.
 - c. For investigation.
 - d. For criminal prosecution.
 - e. For administrative sanctions.
 - f. For auditing for financial purposes.
 - g. For maintaining historical records.
 - h. For data collection.
- 2. DJJ Event Report (Form I-3.2A): A written report that is required for each incident, accident, injury or other significant event that occurs involving juveniles, employees, volunteers, and/or visitors occurring at and/or related to DJJ. The report is to be completed by the employee observing or having knowledge of the event. Other employees observing/having knowledge of the event may also be required by their supervisor to complete a report, depending on the circumstances and nature of the specific event. All event reports will be completed prior to the employee ending his/her daily tour of duty and submitted to the employee's supervisor for review.

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- 3. Supplemental Event Report (Form I-3.2B): A written report to document information found subsequent to the original event/incident (e.g., additional pertinent information obtained following the initial report, recapture of escaped juveniles, subsequent arrests of staff or juveniles, report of dropped charges against staff or juveniles, etc.).
- 4. Event Reporting Management Information System (ERMIS): An advanced computer database used for collecting events for purposes of investigation, information gathering, and management review.
- 5. ERMIS Site Reporters: The DJJ designated and trained staff members at each site responsible for reporting required ERMIS information to the Office of the Inspector General/DJJ Police Dispatch Unit.
- 6. Performance Based Standards (PbS): The selected set of standards and goals that DJJ uses to prepare continuous improvement plans based on data, outcome measures, expected practices, and processes.
- 7. PbS Site Manager: The DJJ designated and trained staff member at each site responsible for reporting required PbS information.
- 8. TIP Line: A confidential telephonic reporting system for employees and volunteers to use to report information directly to the Office of the Inspector General.
- B. Training Requirements

All staff will receive training in Reporting Events as part of the initial DJJ Employee Orientation Program. Juvenile Correctional Officers and Residential Specialists will receive training in the Event Reporting Management Information System (ERMIS) as part of their on-the-job training.

C. Required Reportable Events

Required reportable events are listed on the DJJ Required Event Reporting (Attachment I-3.2A).

- 1. The DJJ Event Report (Form I-3.2A) is required for the event/incident types described and listed on the attachment. 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.

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- 3. The supervisor will use sound judgment and discretion to determine when an event not listed/described on the DJJ Required Event Reporting list needs to be documented and reported.
- D. Supplemental information received subsequent to the initial Event Report will be documented on the DJJ Supplemental Event Report (Form I-3.2B).
- E. Tip Line (# 1-866-313-0073)

The DJJ Inspector General operates a toll free "Tip Line" which may be utilized by all DJJ employees, statewide. This line is a voice messaging system that allows individuals to call at anytime. Although the primary purpose for this service is to enhance the Event Reporting System, it also provides a mechanism for employees to relay ideas and concerns. Individuals calling the Tip line are asked to provide as much detail, (date, time, location, individuals involved, type incident) as possible so that the specific incident can be verified.

- 1. The Tip Line may be used to:
 - a. Verify an incident has already been reported.
 - b. Verify an incident should be reported.
 - c. Report suspected criminal or administrative violations.
 - d. Convey concerns or observations about current DJJ practices or procedures.
 - e. Convey ideas that may enhance services to juveniles.
 - f. Convey ideas that may enhance daily operational procedures.
 - g. Convey ideas that may save dollars for the department.
- 2. The Tip Line may not be used:
 - a. For an individual that was involved in an incident/event to report his/her involvement in the incident/event. The Investigator will conduct interviews of persons involved, when necessary.
 - b. To delay the reporting guidelines required by ERMIS.
 - c. As a substitute for ERMIS reporting.
 - d. To report emergencies.

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- F. Responsibilities
 - 1. The Supervisor will ensure that serious incidents, accidents, and events are immediately reported to their respective Manager. Each Manager will ensure that a report is made to their respective Executive Manager. Executive Managers will determine those events of which they wish to be notified and the time frames of notification.
 - 2. County/Facility/School/Office Managers will ensure that each incident, accident, and significant event occurring at their work site is properly and promptly reported and that records and files meet the reporting requirements.
 - 3. Staff at detention centers, evaluation centers, long-term facilities, programs, county offices, group homes, wilderness camps, administrative offices, and contract facilities are expected to follow the guidelines set forth in this policy.
- G. Review

The supervisor/manager receiving an Event Report from an employee will review the document and verify that it is legible, thorough, fact-based, and complete. The supervisor/manager may correct grammatical and sentence structure errors but may not change the content of the report. When the report lacks significant information, the supervisor/manager will have the employee provide the missing information as soon as possible. A report will not be held from submission while waiting for additional information. A DJJ Supplemental Event Report (Form I-3.2B) will be completed and submitted as soon as possible after the information is obtained.

H. Confidentiality of Event Reports

The original Event Report will be maintained at the site in the administrative files for 3 years and then forwarded to DJJ Central Records in compliance with DJJ Policy B-5.5, Retention and Disposition of Departmental Records. Only persons authorized by the supervisor/manager or Inspector General's Office may access and photocopy Event Reports. Photocopies will be made and distributed to employees who need to know the information (e.g., Classification Case Managers, Clinicians, Disciplinary Staff, and/or DJJ Investigators).

I. Event Reporting Management Information System (ERMIS)

The Office of the Inspector General (OIG) will maintain the ERMIS database containing information on events occurring within any location associated with DJJ, including facilities, county offices, group homes, contract facilities and administrative offices. ERMIS reports may be made on a statewide basis, 24-hours per day, 7 days per week. They are accepted at the OIG during routine office hours and at the DJJ Police Dispatch Unit during all other hours.

Title:	Reporting Events	Authority:	Inspector General	DJJ Policy No.:	I-3.2	Page: 5 of 9

- 1. ERMIS Reporting Guidelines
 - a. Administrators of DJJ and contractual facilities will ensure that a staff trained in ERMIS reporting is on duty each shift and available on a 24-hour, 7 day basis to serve as ERMIS Site Reporters.
 - b. All events listed in the Priority 1 and Priority 2 columns of the DJJ Required Event Reporting list (Attachment I-3.2A) will be immediately reported directly to the designated ERMIS Site Reporter.
 - c. The ERMIS Site Reporter will review and verify the information on the DJJ Event Report (Form I-3.2A) prior to submitting the information as an ERMIS Report to the IOG/DJJ Police Dispatch Unit.
 - 1) For Priority 1 events, the Site Reporter will immediately call the DJJ Police Dispatch Unit and immediately fax the Event Report to the DJJ Police Section.
 - 2) For Priority 2 events, the Site Reporter will fax the Event Report to the DJJ Police Section within 24 hours after the occurrence of the event or the next business day if the event occurred on a weekend or holiday. (Priority 2 events should not be called in unless there is uncertainty about whether the event is Priority 1 or 2.)
- 2. d. Upon contact, the Dispatch Unit staff will prompt the Site Reporter for required information. The Dispatch Unit staff will enter the information into ERMIS as it is being reported. When all required information is entered, the Dispatch Unit staff will issue the Site Reporter an ERMIS reference number to document on the Event Report. Entering this number on the Event Report form will provide the Site Reporter with verification that the event was called in and a reference number for future reference. ERMIS Reporting Time Frames.

Reporting in a timely manner is critical to the success and final outcome of an investigation. It is preferable that an event be reported to ERMIS in a timely manner rather than the report being delayed to gather additional information. If significant information is obtained after the ERMIS filing of an Event Report, the initial report may later be supplemented. Personal opinions and/or verbal commentary are unnecessary until such time as an investigator requests the information.

a. Reportable ERMIS events will be assigned to one of two categories, Priority 1 or Priority 2, as described in the DJJ Required Event Reporting (Attachment I-3.2A). The reporting time frame will commence when the staff member is made aware of the event or allegation.

- b. Priority 1 events will be reported immediately following knowledge of the occurrence.
- c. Priority 2 events will be reported within 24 hours, or the next business day if the event occurs after business hours, on a weekend, or holiday.
- d. If there is a question as to the priority type of an event, it will be assumed that it is a Priority 1 and a report of the event immediately will be made. If the event warrants a change in priority type, that change will be determined by the OIG and made following report of the event.
- 3. OIG Handling of ERMIS Reported Events
 - a. After receiving an ERMIS Report and entering all pertinent information into the ERMIS database, the Dispatch Unit will notify the OIG by telephone that a new report has been entered into the system and the report will be transmitted via e-mail.
 - b. Reports of Priority 1 events that are received after business hours, on weekends, or on holidays will be referred to the on-call OIG staff member. These reports will be handled immediately to ensure timely gathering of vital, time-sensitive information.
 - c. The Chief of Investigations will access the ERMIS Report, review the information, and either:
 - 1) Classify the event as to priority, and make assignment for action, if applicable, to one or more of the following areas:
 - A) The DJJ Investigations Section for investigation of criminal activity.
 - B) The Compliance and Inspections Section for management review of policy violations.
 - C) The Compliance and Inspections Section for administrative review for safety and/or security violations.
 - D) The Juvenile and Family Relations Section for grievance actions.
 - E) The Internal Audits Section for audit purposes.

- 2) Enter the event for statistical tracking purposes only.
- 3) Forward the event to another DJJ office to handle (e.g., Human Resources).
- 4) Return the event to the responsible manager to handle.
- 5) Upon approval of the IG, refer the event to an office outside of DJJ (e.g., South Carolina Law Enforcement Division).
- d. Assignments made to areas other than DJJ Police will be forwarded via email to the appropriate OIG section chief, who will review the report and assign the investigation to the appropriate staff member.
- e. Event reports will be assigned daily based on criteria established by the OIG, with all classification and assignment information entered into the ERMIS database. Details relative to referrals and assignments of cases to outside agencies will be entered in ERMIS by designated staff of the OIG.
- f. Upon completion of an assignment, a report will be submitted to the appropriate OIG section chief for review and determination of action to be taken. This information will be entered in ERMIS by the section supervisor at that time.
- g. Results from completed cases will be distributed to appropriate DJJ management for necessary administrative corrective action. Action taken by entities outside the OIG will be forwarded to the OIG for entry into ERMIS. Any criminal or judicial dispositions resulting from a case will also be entered into ERMIS.
- 4. Confidentiality of ERMIS Reports, Information, and System

Access to events and information contained in ERMIS will be limited by the Inspector General. The opening screen of ERMIS will display the names of authorized users and viewers and their assigned levels of access. The restricted access will be closely monitored for the security and accuracy of the database.

5. Cumulative ERMIS Reports

The OIG will prepare a monthly statistical report and a Facility Incident Log based on information contained in ERMIS. This information will be disseminated to management for use in ad hoc statistical reports to aid in long range planning, forecasting, projecting budgetary and staffing needs, responding to departmental or legislative requests and requests for public records. An early alert component will enable identification of systemic issues. The information will also be used in preparing the Monthly Statistical Report submitted to SLED.

Title:	Reporting Events	Authority:	Inspector General	DJJ Policy No.: I-3	3.2	Page: 8 of 9

6. Falsification of ERMIS Reports or Failure to Report

If it is determined through the course of an investigation that a staff member interfered with a juvenile in the filing of a report, or failed to submit/report an Event Report, failed to act on a request for assistance by a juvenile, retaliated against or intimidated a juvenile for participating in the reporting process, or knowingly falsified information in the reporting of an event, appropriate disciplinary action will be taken in accordance with DJJ Policy B-3.15, Progressive Employee Discipline. Juveniles filing false reports will be charged through the Juvenile Disciplinary Hearings process. These charges will be initiated by the OIG and filed with the appropriate office or facility.

- J. Performance Based-Standards (PbS)
 - 1. Each facility participating in the PbS process will forward those DJJ Event Reports required to be reported to PbS (Attachment I-3.2A) to the PbS Site Manager.
 - 2. PbS Reporting Guidelines

The Site Manager will ensure that the appropriate information on the DJJ Event Report is reported on the PbS Incident Report.

3. PbS Reporting Time Frames

DJJ will enter PbS required information a minimum of once per week. Data collected by PbS will be done according to their schedule.

4. Site Manager Handling of Reported PbS Incidents

The Site Manager will receive all PbS incidents and ensure that information is accurate and complete and keyed into the PbS portal.

5. Access to PbS Incidents and Information

Access to PbS information and data will be available to all DJJ employees within that facility, the DJJ Standards Team, and the DJJ Office of Policy and Planning. Results will be used to evaluate programs, services, and security operations and to develop improvement plans.

Title:	Reporting Events	Authority:	Inspector General	DJJ Policy No.:	I-3.2	Page: 9 of 9

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.

<u>ERMIS Priority 1 and ERMIS Priority 2</u>: 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 occurrence of the 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.)

<u>Performance-based Standards</u>: 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			X			<u>.</u>	
restraint, confinement, or injury (serious or not serious)							
Abuse (neglect) allegation of any type of serious neglect of a juvenile	X		Founded				
(actual or suspected) that involves/requires community medical			Case				
evaluation or treatment							
Abuse (physical) allegation of any type of serious physical abuse	X		Founded				
(actual or suspected) involving/requiring community medical			Case				
evaluation or treatment							
Abuse (sexual) allegation of a juvenile (actual or suspected) of any	X		Founded				
degree or nature			Case				
Abuse reported to DJJ, but allegedly occurred while the juvenile was		X					
under the supervision of any other agency/entity							
Abuse (neglect) allegation of any type of neglect where no medical		X	Founded				
evaluation or treatment was required			Case				
Abuse (physical) allegation of any type of physical abuse where a		X	Founded				
medical evaluation or treatment was not required			Case			_	
Abuse - all other allegations of a staff-on-juvenile abuse that are not		X	Founded				
previously listed			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		Х		912		
Assault and battery juvenile-on-juvenile			X	Х	904		
Assault and battery juvenile-on-staff (any location)		Х	X	Х	904		
Assault and battery on any other person (not juvenile or staff)		Х	X	X	904		
Battery by/to a juvenile or staff (inappropriate physical contact)						807	
Bloodborne pathogen exposure to any person	Х						
Bomb Threat	X		If				
			evacuation				
Closure (temporary or permanent) of any DJJ office/facility/area due to	Х		X				
disaster, fire, disease, or other hazard							
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	Х		X	913		
any person with illegal drugs, alcohol, or substances containing alcohol						
Contraband – possession, use, display, distribution and/or discovery of		X	X	901		-
any person with prescribed medication, pornography, and/or money						
Contraband - possession, use, display, distribution, and/or discovery of	Х		X	901		-
any type of weapon						
Creating a health, safety, or fire hazard				900	*	
Damaging, defacing, or destructing of any property	1		X		810	
Damage of employee, intern, volunteer, guest, visitor personal		X		· · · · · · · · · · · · · · · · · · ·		
property/vehicle while on DJJ property						

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,	Х		Х				
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							
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	X						
other type of drug involvement by DJJ staff, juvenile, or other person							
providing services to DJJ							1
Escaping/attempting to escape/conspiring to escape from detention,	X		X		910		
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							
Fight with injury (serious)			X	Х	906		
Fight without injury			X	X		809	
Fire equipment use or accidental discharge		X		<u>.</u>			
Fire of any type or size on DJJ owned or contracted property	X		X			-	
Fire safety code hazard and/or violation	X						
Forgery/fraud				<u> </u>		808	
Gang activity involving juveniles and/or staff		Х					
Horseplay with or without injury or with potential to cause injury				X		811	<u>.</u>
Hostage situation	X		X				
Inappropriate physical contact (Juvenile with another person)						807	

Inappropriate relationship with juvenile (Employee or any other person	X						
not a juvenile)							í l
Indecent exposure						813	
Injury (*SERIOUS) to any person (juvenile, employee, other) while on	X		X				
DJJ property/contracted property that requires medical treatment by a							
doctor, nurse practitioner, or emergency medical technician							
Injury to any person (juvenile, employee, other) while on DJJ property/		Х	X		-		
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)							
Making a false statement to or against another person						805	
Medication theft/loss – controlled medication	Х						
Medication theft/loss – non-controlled medication							
Medication reaction							
Misconduct (Employee or other person not a juvenile) - misuse of		X					
State property or funds, fraud, release of confidential information,							
photographing juveniles, Internet, falsification of information, failure							
to report information, giving/receiving gifts from juvenile and/or							
juvenile's family members							
OC Spray intentional discharge (see Use of Chemical Force)	X						
OC Spray accidental discharge		V					
		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
Type and Description of Event		ERMIS					
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A)		ERMIS		Office	Major Rule	Minor Rule Violation	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place		ERMIS		Office	Major Rule	Minor Rule Violation	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document	Priority 1	ERMIS	Based Standards	Office	Major Rule	Minor Rule Violation	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due	Priority 1	ERMIS	Based Standards	Office	Major Rule	Minor Rule Violation	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease	Priority 1	ERMIS	Based Standards	Office	Major Rule	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions	Priority 1	ERMIS Priority 2	Based Standards	Office	Major Rule	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions Relocation of a living unit of juveniles for any reason Riot – engaging in a major riot Riot – inciting a major riot	Priority 1 X X X	ERMIS Priority 2	Based Standards	Office	Major Rule Violation	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions Relocation of a living unit of juveniles for any reason Riot – engaging in a major riot	Priority 1 X X X X X	ERMIS Priority 2	Based Standards	Office	Major Rule Violation 909	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions Relocation of a living unit of juveniles for any reason Riot – engaging in a major riot Riot – inciting a major riot Romantic relationship – allegation of consensual romantic relationship between any person and a juvenile or a juvenile and juvenile	Priority 1 X X X X X X X X X X	ERMIS Priority 2	Based Standards	Office	Major Rule Violation 909	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions Relocation of a living unit of juveniles for any reason Riot – engaging in a major riot Riot – inciting a major riot Romantic relationship – allegation of consensual romantic relationship between any person and a juvenile or a juvenile and juvenile Security equipment theft/loss (key, lock, radio, ammunition, state cell	Priority 1 X X X X X X X	ERMIS Priority 2	Based Standards	Office	Major Rule Violation 909	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions Relocation of a living unit of juveniles for any reason Riot – engaging in a major riot Romantic relationship – allegation of consensual romantic relationship between any person and a juvenile or a juvenile and juvenile Security equipment theft/loss (key, lock, radio, ammunition, state cell phone, restraint device, suicide kit)	Priority 1 X X X X X X X X X X	ERMIS Priority 2	Based Standards	Office	Major Rule Violation 909	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions Relocation of a living unit of juveniles for any reason Riot – engaging in a major riot Riot – inciting a major riot Romantic relationship – allegation of consensual romantic relationship between any person and a juvenile or a juvenile and juvenile Security equipment theft/loss (key, lock, radio, ammunition, state cell phone, restraint device, suicide kit) Security violation at any DJJ location by any person (not a juvenile)	Priority 1 X X X X X X X X X X	ERMIS Priority 2	Based Standards	Office	Major Rule Violation 909	Minor Rule Violation 803	
Type and Description of Event Required to be reported using the DJJ Event Report (Form I-3.2A) Out of place Policy violation not otherwise listed on this document Quarantining of any DJJ state owned or contracted property of area due to disease Refusing to obey verbal or written instructions Relocation of a living unit of juveniles for any reason Riot – engaging in a major riot Romantic relationship – allegation of consensual romantic relationship between any person and a juvenile or a juvenile and juvenile Security equipment theft/loss (key, lock, radio, ammunition, state cell phone, restraint device, suicide kit)	Priority 1 X X X X X X X X X X	ERMIS Priority 2	Based Standards	Office	Major Rule Violation 909	Minor Rule Violation 803	

or contracted property, or while under the custody of DJJ						
Sexual misconduct or other sexual acting out misbehavior, not		X		902	<u></u>	
including indecent exposure						
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	Х		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		Х				
juvenile)						
Under the influence of illegal drugs, alcohol or other substance				914		
(juvenile)						
Unauthorized property – possession, use, distribution, and/or discovery					812	
Use of chemical force	Х		X			H-
						2.12B
Use of physical force		Х	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)	Х					
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 Reporte d	Time Reporte	ERMIS Site Reporter's Name	Title	ERMIS NUMBER

EVENT INFORMATION:

Date of Event	Date of Event Time of Event			Facility/Office Where Event Occurred								
Date of This Report Time of This I		e of This Repo		Specific Are Occurred	a withi	n Facili	ty Offic	e Where	Event			
Name(s) of Juvenile(s) Involved		DJJ#(s)		ssigned ility/Unit	Rac e	Gend er	Age	V=Victir P=Perpetra W=Witne	tor Treatment			
Name(s) of Other Person Involved (Not juveniles)		S=Staff V=Voluntee O= Other	er	Contact Ph #	one	Race	Gende r	Age	V=Victim P=Perpetrator W=Witness			
Description of the Event	(This	section will ex	cpand w	ith typing, as	neces	sary or u	ise supp	lemental	report)			
Evidence, Attached Doc	uments	, Other Signif	icant In	formation								
Print Name of Employee Writing This Report					Tit e	1						
Signature of Person Writing This Report		- X			Da e	t						
Signature of Supervisor Reviewing					Da	t						

** Medical Treatment Information Key

Serious = Treated by a Doctor, Nurse Practitioner, or Emergency Medical Technician

None= No medical treatment was necessary.

Minor = 1st 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
1/Filolity 2)	

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
		Name of Employee writing the Original Report
0 1 (1 T C)		
Supplemental Information	on (This section will expand	d with typing, as necessary)
Evidence, Attached Doct	uments, Other Significant I	nformation
Evidence, Attached Doct	uments, Other Significant I	nformation
	uments, Other Significant I	
Print Name of	uments, Other Significant I	Titl
Print Name of Employee Writing	uments, Other Significant I	
Print Name of Employee Writing This Report	uments, Other Significant I	Titl e
	uments, Other Significant I	Titl
Print Name of Employee Writing This Report Signature of Person Writing This Report	uments, Other Significant I	Titl e Dat
Print Name of Employee Writing This Report Signature of Person	uments, Other Significant I	Titl e Dat e

Form I-3.2-B

MONTHLY REPORT FORMAT

ATTACHMENT 6

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE Community Alternatives Section

_____ PROGRAM

MONTHLY REPORT

MONT	ГН/ҮЕ	AR:		
Part 1	: Stat	istical Information	<u>Monthly</u>	<u>Year to Date</u>
I.	Admis	ssions		
II.	Ge	ender:		
		Males Females		
III.	Race:	African American Caucasian Hispanic Other		
IV.	Age uj	pon Admission		
V.	Lengtl	n of Stay for Successful Terminations		
VI.	Lengtl	n of Stay for Unsuccessful Terminations		
VII.	Overal	ll Average Length of Stay	·	
VIII.	Units	of Service		
IX.	Utiliza	ation Percentage		
X.	<u>Numb</u>	er of Discharges:		
	A. B.	Successful Unsuccessful		
XI.	Placen	nents:		
	A. B. C.	Higher Level of Care Same Level of Care Lower Level of Care		

Community Alternatives Monthly Report Page Two

	D. E. F. G. H.	In Patient Psychiatric In Patient Substance Abuse Home Secure Custody Other (Specify)		
XII.	Coun	ty Distribution of Juveniles Admitted	(See Attache	d)
Part 2	2: Ad	ministrative Information	<u>Monthly</u>	Year to Date
I.	E	ducation:		
	A. B.	# Graduate Equivalency Diplomas # High School Graduates		
II.	ERM	IS Priority 1 Incidents		
	A. B.	Incident 1: 1. Type 2. Juvenile 3. Race 4. Staff 5. Medical Attention 6. Physical Restraint 7. Action Taken Incident 2: (etc.)		
I.	Pe	ersonnel:		
	A. B. C.	Personnel Changes Personnel Actions Staff Training		
II.	R	egulatory Inspections and Certifications		
III.	Pı	rogramming		
IV.	B	udgetary		
VII.	Direc	tor's Comments		

Addendum to Community Alternatives Monthly Report Marine and Wilderness Programs Effective July 1, 2013

Factor	Monthly	Year to Date
Referrals Received		
Referrals Accepted		
Average Grade Level Improvement in	Math	Math
Math and Reading of those who left		
during the month	Reading	Reading
# Juveniles Receiving Vocational		
Instruction of those who left during the		
month		
# Juveniles with Substantiated Abuse		
and Neglect Allegations at the program		
during the month		
# of Juveniles who Suffered from		
Accidental at the program during the		
month (Off site medical tx required)		
# of Juveniles Injured in an Assault at the		
program during the month (Off site		
medical tx required)		
# Runaways at the program during the		
month		
# Escapes at the program during the		
month		
# Juveniles Visiting with their Family (on		
site or by video) during the month. (This		
would be a total number of individual		
juveniles who met with their family during the month.)		
Juveniles discharged within prescribed Time Frames	4) (4)	
Juveniles discharged after one 30 day		
extension		
Juveniles discharged with more than one		
extension		

ATTACHMENT 7

1.	Provider Name and Address:
L.	Trovider Ivanie and Address:
2	Dementing Device I. F
2.	Reporting Period: From: To:
3.	Site Location(s) covered by this report:
4.	Provider Agency Owned by:
5.	Type of Control (check one):
	Private for Profit () Private Non Profit ()

FINANCIAL REPORT

CERTIFICATION BY OFFICER OR ADMINISTRATOR OF PROVIDER

I do solemnly swear (or affirm) that I have examined the information contained in this report; that all such information has been prepared from the books and records of the provider named within; that the aforesaid information is true and correct to the best of my knowledge and belief.

Signature (Officer or Administrator of Provider:	Title:	Date:
Report Prepared By:	Title:	Telephone:

Provider's Name:	
For the period beginning	and ending
Service Name:	

BUDGET & EXPENSE REPORT

	PERSONNEL SERVICES	EXPENSES
1.	Personnel - Paid	
2.	Personnel - In-Kind and Volunteer	
3.	Social Security	
4.	Health Insurance	
<u>5</u> .	Retirement	
6.	Workers Compensation	
7.	Unemployment Compensation	
8.	Other Employer Contributions	
9.	Sub-Total Employer Paid Benefits	
10.	TOTAL PERSONNEL SERVICES	

Provider's Name:

For the period beginning ______ and ending ______

Service Name: _____

PERSONNEL SCHEDULE: ****

Position A. Personnel - Paid	Total Hours Worked	Total Salary and Wages	Total Personnel (including fringe)
Total Personnel - Paid B. Personnel – In-Kind and Volunteer			
Total Personnel – In-Kind and Volunteer			
C. TOTAL PERSONNEL			

Provider's Name:	
For the period beginning	and ending

Service Name: _____

BUDGET & EXPENSE REPORT

CONTRACTUAL SERVICES	EXPENSES
Printing & Advertising (recruitment of staff)	
Utilities (water, sewerage, etc.)	
Telephone & Telegraph	
Auditing, Accounting & Finance	
Building Repairs	
Other Contractual	
TOTAL CONTRACTUAL SERVICES	

SUPPLIES	EXPENSES
Office Supplies	
Household, Laundry & Janitorial Supplies	
Educational Supplies	
Motor Vehicle Supplies (fuel, motor oil, etc.)	
Postage	
Food	
Building Maintenance Supplies	
Clothing	
Recreational Supplies	
Medical Supplies	
Other Supplies (including personal needs)	
TOTAL SUPPLIES	

FIXED CHARGES	EXPENSES
Rent/Lease – Real Property	
Rent/Lease – Photocopying Equipment	
Rent/Lease – Motor Vehicle	
Insurance (other than employee, fringe)	
Other	
TOTAL FIXED CHARGES	

Provider's Name:	
For the period beginning	and ending
Service Name:	

BUDGET & EXPENSE REPORT

TRAVEL	EXPENSES
Travel (meals, lodging, private automobile)*	
TOTAL TRAVEL	-

*May not exceed State of South Carolina Travel Policies.

EQUIPMENT	EXPENSES		
Interest	2		
Equipment Depreciation			
TOTAL EQUIPMENT			

PERMANENT IMPROVEMENTS	EXPENSES
Interest	
Permanent Improvements Depreciation	
TOTAL PERMANENT IMPROVEMENTS	

TRAINING & EDUCATION OF STAFF (including membership)	EXPENSES
Training and Education	
TOTAL TRAINING AND EDUCATION	

INDIRECT COSTS	EXPENSES
Indirect Costs	
TOTAL INDIRECT COSTS	

GRAND TOTAL PROGRAM EXPENSES	

Provider's Name:

For the period beginning ______ and ending _____

Service Name: _____

REVENUE REPORT

REVENUES RECEIVED	AMOUNT		
1. Contributions 2. Other (please specify)			
10. TOTAL REVENUES			

OFFICE OF COMMUNITY ALTERNATIVES

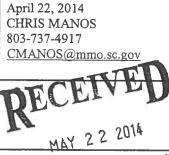
GEORGETOWN MARINE INSTITUTE

VENDOR RESPONSE

State of South Carolina



Request for Proposal



DESCRIPTION: MARINE & WILDERNESS CAMPS FOR SCDJJ

USING GOVERNMENTAL UNIT: SCDJJ Administration

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealant Office package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Office 230 Parts

SUBMIT YOUR SEALED OFFER TO	EITHER OF THE	FOLLOWI	NG 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/T	ime): 05/22/2014	2:30 P.M. (See "Deadline For Submission Of Offer" provision)			
QUESTIONS MUST BE RECEIVED I	BY: 04/30/2014	5:00 P.M. (See "Questions From Offerors" provision)			
NUMBER OF COPIES TO BE SUBMI	TTED: See Section	n IV Inform	mation for Offerors to Submit on page 32		
CONFERENCE TYPE: Not Applicabl DATE & TIME:	e		LOCATION: Not Applicable		
(As appropriate, see "Conferences - Pre-Bid/Proposal" & "	Site Visit" provisions)				
AWARD & Award will be posted AMENDMENTS notices will be posted	on 06/17/2014 . Th at the following we	e award, the	is solicitation, any amendments, and any related http://www.procurement.sc.gov		
Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)					
NAME OF OFFEROR AMIkids, 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 SIGNATURÉ Signature Redacted (Person must be authorized to submit binding offer to cont	ract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO. 23-7440836 (See "Taxpayer Identification Number" provision)			
TITLE Chief Financial Officer (business title of person signing above)			STATE VENDOR NO. 7000023007 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)		
PRINTED NAME William Griffin (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION Florida (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) X Corporation (tax-exempt) Government entity (federal, state, or local)					

			(Return Page Two	with Your Off	er)			
HOME OFFI	CE ADDRESS f business)	(Address for offere	or's home office /	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)				
5915 Benjamin Center Drive Tampa, FL 33634-5269			Judy Estren Contact Person					
			5915 Benjamin Center Drive Address					
				Tampa, FL 330 City/State/Zi			·	
				<u>813-887-3300</u> 813-889-8092 Area Code - Number - Extension Facsimile				
					<u>ile@amikids.org; cxa@amikids.org</u> 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)				
	Address same as Address same as N				Address same as Ho ddress same as Noti			
	DGMENT OF an			mber and its date	e of issue. (See "Amen	dments to Solicita	tion" Provision)	
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No	o. Amendment Issue Date	Amendment No.	Amendment Issue Date	
DISCOUNT FOR 10 Calendar Days (%) 20 Calendar PROMPT PAYMENT (See "Discount for Prompt Payment" clause)		r Days (%) 30 Calendar Days (%)Calend		Calendar Days (%)				
Preferences 35-1524, pai		to Request fo	r Proposals p	er SC Cons	olidated Procur	ement Code	Section 11-	
PAGE TWO (SEP 2	2009)		End of PA	GE TWO				

PAGE TWO eturn Page Two with Your Of

A. Program Description

Why AMIkids?

AMIkids Georgetown Marine Institute opened for operation in 1989 and has since been providing excellent services to the youth of South Carolina by continually meeting and/or exceeding the State Standards for Residential Services. AMIkids Georgetown Marine Institute is a different kind of youth programming that embraces the notion of creating a family environment and encouraging gender specific growth while still providing a safe, effective program model. AMIkids Georgetown Marine Institute creates an environment that teaches boys incarceration is not their future and shows them how to thrive in a caring environment so they are prepared for the responsibilities that come from being a strong, positive male figure in their families and community. AMIkids Georgetown Marine Institute teaches the youth critical thinking skills and prepares them to make choices that ensure a bright, crime-free future. AMIkids Georgetown Marine Institute residential programming blends the AMIkids evidencebased Personal Growth Model[©] (APGM[©]) and the AMIkids Day Treatment Model, which has been deemed a "promising model" into a highly effective, safe residential setting. The result is a seamless continuum of care encompassing educational; vocational; behavior modification; and treatment including trauma informed care to ensure we are treating the youth as a whole and touching on any and all possible needs.



Evidence-based Programs and Practices The AMIkids Personal Growth Model[©] (APGM[©]) has been nationally-recognized by the Substance Abuse Mental Health Services Administration (SAMHSA) National Registry of Evidence-based Programs and Practices as an "evidence-based" model for improving the academic achievement of at-risk students, and for reducing delinquent behavior.



OFFICE of Juvenile Justice Office of Juvenile Justice and Delinquency Prevention for reducing re-offending behaviors and is the only Day Treatment Model recognized.



The AMIkids Day Treatment Model has been listed as an evidence-based "promising model" by the Office of Justice Programs Crime Solutions.





AMIkids, Inc. has been recommended for national education accreditation by AdvancEd.

AMIkids Georgetown Marine Institute offers a variety of program services meeting and/or exceeding South Carolina State Standards, contract requirements and the requirements of this RFP.

Staffing for AMIkids Georgetown Marine Institute

AMIkids Georgetown Marine Institute provides for 24 hour awake supervision (exceeding the 16 hours required), 365 days a year meeting and/or exceeding the required staffing of 1 Direct Care or HSP to every 8 youth awake; 1 Direct Care or HSP to every 10 youth during sleep; and 1 HSP to every 16 youth for services. Schedules are developed and posted for all staff for coverage to ensure proper ratios at all times including emergencies and sick leave.

Recruitment

AMIkids, Inc. has designed and implemented hiring practices to identify, recruit and hire a qualified diverse staff that embodies the organizational values. AMIkids, Inc. Human Resources department posts all open positions internally as well as externally to expedite hiring of qualified and trained individuals. As a service to AMIkids Georgetown Marine Institute, AMIkids, Inc. provides the following to ensure highly qualified and appropriate staff for all open, required and budgeted positions:

- 1) Post positions internally and externally
- 2) Subscribe to Teachers-Teachers.com to ensure expedited hiring of highly qualified educational candidates
- 3) Development of partnerships with local colleges and universities for applicant pools, trainings, etc.
- 4) National Directors of MH & Education Services reviews resume submissions for degree and licensure qualifications / experience (Mental Health & Education positions only).
- 5) Best candidates are invited for a face-to-face on-site interview. Interview consists of a combination of position specific and AMIkids interview questions
- 6) National and Regional Directors recommend candidates for hire (for leadership positions). Those candidates meet with the facility Executive Director (if hired) to ensure all leadership are in agreement regarding final decisions.
- 7) Job offers are made contingent upon background screening, reference checks, degree confirmation, licensure confirmation, etc.



Collection and Maintenance of Documentation of Current Licenses, Certifications, Qualifications and Experience

Prior to employment, all potential employees go through a rigorous screening process to include, but is not limited to:

- Background Screening with an Eligible rating prior to employment or access to youth
- A driver's license check **prior** to employment and/or access to youth: *employees with* more than two moving violations in the last three years or a DUI/DWI within the last seven years are prohibited from operating institute vehicles or transporting students under any circumstances.
- Drug screening
- License, certification, education and experience qualification check
- Reference check
- Sexual offender check

Hiring

All new employees meeting the criteria and being offered employment at AMIkids Georgetown Marine Institute will complete new hire paperwork and work documents including signing the job description and the AMIkids Employee Handbook acknowledgement. The Handbook explains expected professionalism, code of conduct, and rules and policies an employee must adhere.

Staffing Levels

In order to meet the staffing ratio and delivery of services, AMIkids Georgetown Marine Institute will ensure staffing of highly qualified and trained individuals for all positions that meet and/or exceed State Standards for those positions. AMIkids Georgetown Marine Institute currently employs all required staff needed to meet and/or exceed the expectations and requirements of RFP 5400007516 as well as the current State Standards for Residential Services (Group Care Intermediate Services).

The AMIkids Georgetown Marine Institute proposed organizational chart allows for the required direct care and HSP staff members to meet the requirements of this RFP. The schedules and organizational chart accounts for coverage for vacation time, sick time, leave, as well as student trips and off-site activities. In addition, AMIkids also ensures *all* team members are trained in all Department requirements to be considered "direct care" and team members cross train with other departments to ensure coverage in emergencies.

Retention

AMIkids Georgetown Marine Institute recognizes that staff retention is critical to ensure continuity of excellent services but also to allow for the development of meaningful relationships between staff and youth. In an effort to increase staff retention, the following strategies have been employed:



- Competency Development Planning: to ensure team members are adequately prepared for the job, an assessment of their job related competencies is required. Identified strengths that are critical to job performance are prioritized and an individualized competency development plan is created. By ensuring that a team member has the required skills to perform the job, we hope to decrease job frustration and thereby increase retention.
- Continuous Coaching and Feedback: Supervisors provide continual feedback on competency development. The supervisor reviews the staff's development plan at regular intervals and provides continual coaching, training, and feedback which impacts retention by ensuring success and minimizing negative staff/supervisor interactions.
- Access Leadership: AMIkids employs an "open door" policy where all are involved in strategic planning and can discuss issues and concerns without fear of reprisal.
- Competitive Salary and Benefits Package: affordable healthcare, dental and vision plans, life insurance plans, Paid Time off (PTO) hours (sick, vacation and holiday), sabbatical options, short term disability benefits, pension and 403B plans, as well as numerous training and advancement opportunities.
- Advancement Opportunities: With different models in several states, AMIkids has many
 opportunities for employees to move, gain new experiences and be promoted. AMIkids
 also provides additional training and leadership opportunities like "Kids First University",
 online training modules, and job specific training. Employees in leadership roles or
 interested in becoming a leader in the organization will be invited to participate in the
 AMIkids Leadership University where we will help the employees realize their current
 skills and develop needed skills to be an effective leader.
- At AMIkids we believe in developing a *family atmosphere* for our youth and staff in order to ensure a positive working environment. Our team members become extended family members and we care for them as such.
- Recognition for years of service, successes and efforts. Employees are rewarded for years of service in 5 year intervals; are incented and recognized for service above and beyond; rewarded for improvement initiatives and meeting or exceeding expected outcomes; recognized for being a leader in exemplifying the organization's mission and values and for being a leader in their particular discipline (Executive Director of the Year, Educator of the Year, etc.).

Staff Training and Development

AMIkids Georgetown Marine Institute maintains employees' training files, schedules required training with internal and external resources, and ensures contractual established pre-service and annual training standards are adhered. AMIkids, Inc. assists the programs with development of New Hire and Annual Training Plans and with scheduling trainings to ensure compliance with Evidence Based Practices and Department requirements and offers employees



opportunities during annual departmental conferences (Mental Health, Leadership, Education, etc.) as well as synchronous trainings available throughout the year.

Each year, an annual training calendar is developed and made available to all staff members identifying specific training topics and dates. Supervisory staff, as part of their annual hours of required in-service training, will complete training in areas of management, leadership, personal accountability, employee relations, communications or fiscal training. The training hours are completed through AMIkids supervisory meetings and online trainings. AMIkids, Inc. manages an online training calendar on the AMIkids Intranet Site along with Moodle interactive web-based trainings that are available to all team members. Although each program is responsible for their own training needs, as a service to the programs, AMIkids, Inc. employs a National Director of Training and Leadership Development to assist the programs and **exceed** Department requirements in training and retention, schedule needed trainings, research new opportunities, develop new leaders, and create specific training and updating the AMIkids Intranet Training and updating the AMIkids.

Competency and Leadership Development Process

In addition to the required contractual and AMIkids training, staff engages in a competency development process, an individualized training plan focused on the job specific skills the staff member needs to be successful. Position specific Competency Sets are comprised of the interpersonal, leadership, contextual and technical skills an individual needs to do their respective job at a high level.

For mid-level managers or those in supervisory roles, AMIkids, Inc. developed the AMIkids Leadership University (ALU). The ALU focuses on developing supervisory leadership skills as well as basic management training. The participants receive training that provides them with the tools they need to be more effective in their current role and prepare them for future leadership positions within AMIkids. The face-to-face, web-based and conference call training sessions over the course of 12 weeks (Intro ALU Seminar, Regional Cohort Workshop, ALU Success Seminar) are designed around current trends, needs, and best practices in Juvenile Justice, Mental Health and Education. The managers are assigned to a cohort with designated senior Executive Directors who provide coaching and mentoring throughout the process. In addition to the standard foundation training topics, managers participate in individualized training topics/assignments based on the 360 Competency Evaluation Assessment and performance observations. Training are a combination of live seminars and on-demand courses via eLearning. Employee participation is tracked by the Human Resources and Training Departments of AMIkids, Inc. Participants continue their individualized training over the course of 1 year to ensure competency.

Delivery of Training

AMIkids Georgetown Marine Institute staff members receive training through the following mechanisms:



- Instructor Led: Crisis Training (through CPI) and First Aid/CPR/AED, Evidence Based trainings, conferences, etc.
- Individualized Instruction Workbooks: Staff has access to a series of workbooks for AMIkids required training. The workbooks are designed to be self-study.
- AMIkids Professional Development Website: Staff has access to on-line training in a variety of AMIkids required and optional training through the web on the AMIkids Intranet, Professional Development Website and Moodle.
- AMIkids Synchronous Training: AMIkids provides numerous training events throughout the year through video conferencing, web chats, face-to-face meetings, etc.

AMIkids Georgetown Marine Institute Behavior Modification System

The history of AMIkids is firmly rooted in instances of caring adults bonding with youth who are disconnected from society and need guidance to become responsible and productive citizens. Positive bonding with an adult is crucial to the development of a capacity for adaptive responses to change, and growth into a healthy and functional adult. In order to ensure youth take the pro-social path, AMIkids Georgetown Marine Institute implements activities, interventions and staff behaviors that meet the needs of the youth. Specifically, AMIkids utilizes the three Social Development Model theories (Control Theory, Social Learning Theory & Differential Learning Theory) to create a systemized process for staff to bond with the youth. Staff members receive training in Effective Pro-Social Modeling and bonding techniques for Mentors, Role Models and Advisors as part of their orientation process.

AMIkids Georgetown Marine Institute provides a structured behavior modification program designed to guide youth toward internalized decision-making, help youth develop short- and long-term pro-social behavioral repertories, and facilitate the daily management of behavior throughout the program. AMIkids Georgetown Marine Institute employs procedures and techniques of behavior modification and utilizes a sophisticated system, which is derived from the operant conditioning model, and includes procedures such as positive and negative reinforcement, extinction, differential reinforcement, modeling, successive approximations, shaping, discrimination training, punishment, maintenance, and generalization. Operant conditioning is the arrangement of consequences to develop, strengthen, and shape behavior. The most common operant conditioning procedure used in AMIkids Georgetown Marine Institute is Positive Reinforcement. Positive Reinforcement requires immediate reinforcing consequences that strengthen the behavior, such as providing praise, public acknowledgement, or tokens. Arranging for immediate and meaningful consequences to follow appropriate behavior increases the likelihood that similar behavior will occur again under similar circumstances. Initially, only small steps and components of complex behavioral repertoires are reinforced. Successive approximations are differentially reinforced throughout a continuum of arranged contingencies that lead to the development of complex repertoires and eventually



the long-term target behaviors. AMIkids Georgetown Marine Institute averages, at a minimum, 7 instances of positive reinforcement for every 1 instance of punishment to have an effective behavior modification system.

The **AMIkids Targeted Behavioral Interventions** [™] system is a critical component of the AMIkids Personal Growth Model[©], which utilizes operant conditioning to develop or strengthen desired pro-social behaviors while at the same time eliminating or weakening anti-social behaviors. Youth progress through a structured and integrated level system based on the attainment of individualized goals from treatment, education, and behavior modification identified in the youths' Individualized Care Plan. The progression through the **level system** is one of the contingencies for graduation from the program. Complimentary to the level system, AMIkids Georgetown Marine Institute employs a token economy system utilizing a structured point card designed to reward appropriate behavior while discouraging inappropriate choices.

The **rank/phase system** is designed to determine when a youth is eligible for release. Based upon the needs of the youth, an individualized rank/phase system is created. AMIkids Georgetown Marine Institute employs an eight (8) rank/phase system where each youth has a number of goals they must achieve in order to move up in rank. With each subsequent promotion, the youth earns privileges that correspond directly with the rank/phase. Once the youth reaches the final rank/phase they are eligible for release. This system allows the youth to have a direct influence on how long they stay in a program and prevents them from just "doing time".

The **point card system** addresses youth behavior in terms of following programmatic expectations. In specific intervals throughout the day, youth receive numeric feedback on how well they have met, or not met, the programmatic expectations. The earning, or subsequent not earning of points, provides them with access to specific privileges. At this level, program wide positive behavioral expectations and procedures are taught to promote pro-social skills building in youth.

The token economy system is the positive skill building system with use of token, activity and/or social reinforcers designed to provide immediate positive reinforcement for youth meeting targeted individualized goals related to their Individualized Care Plan. The goals on the plan are divided into smaller goals, or successive approximations, that lead to the youth displaying the desired behavior. Youth will have between one and three goals on their point card they are working on in any given week. All staff is aware of the goals and provides tokens for proper display of the behavior. Once the behavior has occurred at an acceptable rate or frequency, a new goal is established and the process is repeated until the end result is obtained. The tokens the youth earns can be exchanged for a variety of items including, but not limited to:

 Purchasing items in the program store – youth may trade tokens for such goods as special hygiene/personal items, gifts for family members (especially around holidays), specialty snack items, etc.



- Use of free time youth may trade tokens in for extra sports time, TV time, TV preference, time in a game room
- Use of common areas and/or equipment area(s) established for the youth to relax, utilize gaming systems, music equipment (mp3 players, iPods, etc.,), read, watch TV, movies, etc. These areas will be furnished with items desired by the youth in the program. This will be determined by surveys given to the youth at program and the program will make every attempt to incorporate the youth's interests into the room to ensure it is a true incentive.

Program staff focuses on assisting youth in identifying problems and gaining insights into the relationship between their attitudes and their behavior, gaining control over their behavior, developing social skills, and understanding the harmful consequences of their negative behavior.

Individual and group counseling sessions are provided to address individual issues and engage the youth as a group in addressing behavioral concerns and pertinent topics. Counseling services are designed to assist the youth in dealing with specific and crisis counseling needs. Youth needing services beyond the expertise of the program staff are referred to an appropriate agency or practitioner.

Program staff focuses on assisting youth in identifying problems and gaining insights into the relationship between their attitudes and their behavior, gaining control over their behavior, **developing social and life skills**, and understanding the harmful consequences of their negative behavior.

AMIkids Georgetown Marine Institute Discipline and Behavioral Interventions

AMIkids Georgetown Marine Institute has written, fair and consistent behavior intervention procedures that set guidelines to ensure positive behavior is encouraged and consequences for negative behavior have a direct correlation to the undesired behavior. Consequences are administered displaying dignity and respect to the youth. The behavior modification system allows for staff to supervise youth visually and observe them at all times following the supervision requirements of the program, State Standards and contract guidelines. Supervision ratios may be increased as behavior warrants, i.e., suicide watch, or when exhibiting excessively aggressive behavior.

Consequences and sanctions for program rule violations, performed on an individual basis, are therapeutic and directly related to the seriousness of the inappropriate behavior exhibited. Consequences prohibit group punishment and require supervisory review of major disciplinary action. Program staff do not administer consequences to a youth in such a way that it denies basic rights to meals, clothing, sleep, health care services, school, exercise, correspondence privileges, contact with parents/guardians, legal assistance or religious needs. All program staff and youth understand youth are **not permitted** to discipline other youth. The AMIkids *behavior modification system* allows the youth to assume increased responsibility for their behavior and methods of achieving appropriate pro-social behavior. The program involves the youth in



assessing their behavior, and in setting goals for responsible behavior. Staff utilizes selfreflective communication to engage youth in understanding the impact of their behaviors on academic, social and personal goals and determine what motivates the student to perform. The process focuses on the desired behavioral change from the perspective of how it benefits the youth rather than the staff.

An adolescents' social and academic life are interconnected. For example, children who have few friends, actively rejected by their peer group, or victims of bullying are unlikely to have the cognitive and emotional resources to be able to do well in school (Juvonen & Graham, 2001). Being bullied by one's peers can have long-term effects on a youth's personal development. AMIkids has successfully implemented strategies to combat bullying in the program environment. As an organization, staff are trained to focus on pro-social skill building, conflict mediation and creation of a "safe" environment. AMIkids programs promote normalcy, mentoring, positive role modeling and positive staff to student interactions.

Youth are given counseling and verbal reminders as initial strategies for behavior management. Examples of consequences for noncompliance could be, but are not limited to: extra chores or work projects, facility restrictions, and/or suspension of privileges. If necessary, a reconvening of the Multi-Disciplinary team will take place, and parent/guardian/custodian or juvenile probation officer notification will occur. No disciplinary methods or measures will be used that may be considered mistreatment, improper, or inappropriate. Youth are not subjected to cruel, harsh, unusual, or unnecessary discipline and corporal punishment is never implemented.

AMIkids is committed to the creation of a therapeutic milieu for youth where care and safety of the youth is of primary importance, physical restraint is only used, by trained staff, when necessary to protect the youth from injury to self or others. Staff members are trained in the implementation of Nonviolent Crisis Intervention (Crisis Prevention Institute, Inc.) which is nationally recognized by the California Clearinghouse on Evidence-Based Practice for Child Welfare. A restrictive procedure may not be used in a punitive manner, for the convenience of staff, or as a program substitution. AMIkids believes that staff members should be competent role models able to provide appropriate guidance to youth in our care. All AMIkids program staff members that have direct contact with youth receive training in the approved behavior modification system. All staff and supervisors are trained in the theory and practice of the behavior modification system in order to ensure fidelity and integrity of implementation. Staff receives on-going training and supervision through face-to-face, on-site, and web-based learning management systems. Staff are trained to create therapeutic opportunities by exploring the underlying issues of behavior, help youth develop alternative coping skills and relationship building.

Restorative Justice Programming

AMIkids Georgetown Marine Institute uses *Evidence Based Practices to protect the public* safety and teach students Restorative Justice and the impact of their crimes. The Evidence



Based Practices AMIkids Georgetown Marine Institute utilizes are listed below and expanded further in this document. Many of the services are evidence-based or promising practices as identified by the Substance Abuse and Mental Health Services Association (SAMHSA) or listed on SAMHSA's National Registry of Evidence Based Practices and Programs (NREPP), or by the Office of Juvenile Justice Policy and Prevention (OJJDP):

- Aggression Replacement Training[©] (ART[©])
- MET/CBT-12
- Trauma Focused Cognitive Behavioral Therapy (TF-CBT)
- Skillstreaming
- Family Intervention and Counseling
- The Council for Boys and Young Men (The Council)

Using a combination of Evidence Based Interventions such as ART[©] and Service Learning Projects to learn principles of Restorative Justice, we show youth how to apply these principles to everyday life. AMIkids addresses the Restorative Justice Components via each and every aspect of the program.

- **Personal Accountability** is addressed via the AMIkids Behavior Modification System, Experiential Education, The Council, Family Intervention and Counseling, and Aggression Replacement Training;
- **Consequences of Making Decisions** is addressed by the AMIkids Behavior Modification Systems, The Council, and Aggression Replacement Training,
- **Ripple Effect of Crime** is addressed via the AMIkids Behavior Modification System, and Aggression Replacement Training;
- **Managing Conflict** is addressed by Aggression Replacement Training, MET/CBT-12, The Council, AMIkids Behavior Modification System, and Experiential Education;
- **Reparations** are achieved via Community Service projects, Listen and Learn, Service Learning Projects, and MET/CBT-12. Additionally, all Court ordered sanctions are addressed while in the program so long as residential facility is the appropriate venue, (i.e. letters of apology to victims).

A critical element to address the Restorative Justice Components with the youth is for the youth to take ownership of his actions and his need to implement change. In order for the youth to be successful, it is critical that the youth be allowed to be heard and to be an active participant in the planning and development of his treatment, education and rehabilitative measures. The youth is included in every multi-disciplinary treatment team (MDT) meeting to initially establish his goals and course of treatment, as well as all further meetings to address his progress. The program also employs a **youth council** so they have the opportunity to discuss program components.

In AMIkids programs, we believe each youth should have a **"voice"** and our family atmosphere fosters this belief. In addition to our family atmosphere, each youth is assigned an advisor and HSP that he can talk to, voice his opinions to, and bond. The advisor acts as the youth's advocate and helps him work through the program, deal with issues/concerns, etc.



To ensure the youth have a **collective "voice"** at the program, the program utilizes a **Youth Council**. The goals of the Youth Council are not only to allow the youth to voice opinions and concerns but also to teach citizenship education, which is a major goal of secondary education. All youth need to understand the rights, duties and privileges of being a citizen of a democratic society and be competent in the performance of these duties and privileges. The Youth Council is structured to allow the youth to help the program leadership decide on incentives and activities, community service activities, service learning projects, snacks and food menu items, as well as to voice concerns over youth issues, make suggestions and correct issues/concerns the youth population may be experiencing.

AMIkids also uses **Experiential Education Challenge Events** to take youth out of their comfort zones and stretch the limits with which they are accustomed. These activities are designed to usher youth into the mindset to learn and explore new things. The *Challenge Events* provide youth and families with an opportunity to develop interest in positive leisure activities. In addition to the daily activities, counseling, and academic interventions, Challenge activities and daily experiential education programming (e.g., low ropes course activities, hands on learning, trust activities, and games) are used to develop self-confidence and trust skills. The desired outcomes for the youth are to rekindle their interest in productive family relationships and to learn life skills necessary for a successful adulthood.

The *challenge events* culminate in "high challenge/high success" activities in which the youth will utilize the various skills and abilities they have learned and practiced. The ultimate goal is to instill confidence, self-esteem, and trust which will lead the youth to recognize that they are worthy and deserving of a positive, crime-free future.

Every youth has an opportunity to participate in the *AMIkids Signature Challenge Events* based on their interests, behaviors, and progress in the program. The Challenge Events are a way for the youth to develop stronger bonds with each other, staff members, and family members invited to participate. These events promote a true sense of family and community through fun, excitement, trust and bonding, all while giving the children and families an experience of a lifetime. Examples of the AMIkids Signature Challenge Events include:

- Winter Challenge Event this annual event, held in January or February, includes academic, life skill, and athletic competitions to promote the development of pro-social skills and goal attainment.
- Capitol Classroom Event this annual activity brings the classroom to the state's Capitol each spring to expose students to the activities and practices, which constitute state and federal government. Students get the opportunity to meet their local legislators, state government officials, and to tour the Capitol Building as part of a set of standards based learning objectives.
- **Summer Challenge Event** –similar to the Winter Challenge Event, this event includes summer-related activities like swimming competitions.



- Presidential Dive Challenge Event each summer, AMIkids trains selected, qualified students from its various programs in scuba diving. The training culminates in a dive trip to the Florida Keys. Each year the AMIkids organization certifies almost 100 students in scuba.
- White Water Rafting/Rappelling Event –AMIkids programs train and develop teams to travel to Cherokee, North Carolina to participate to raft the Nantahala River. This event promotes team work and pro-social behaviors. During this event, children are also trained to rappel down the side of a 30 foot wall which promotes goal attainment and personal growth. As part of the educational component of this event, children prepare and study the culture of the Cherokee Indian Nation and participate in a tour of the Cherokee National Museum.

Community service projects provide youth an opportunity to give back to the community, to gain awareness of the impact of their offenses, to redevelop a sense of responsibility and ownership for their actions and encourage accountability, pro-social skills competency development, and aid in repairing/building relationships in the community. They also allow the youth to complete any court ordered community service sanctions and High School community service hours needed for graduation. The projects range from disaster relief awareness and education to fundraising and addressing local community needs. AMIkids Georgetown Marine Institute will strive to maintain all of the relationships already built in the community while fostering new opportunities.

The community service project component also includes the AMIkids Signature Event, *Service from the Heart,* wherein the youth participate in two national signature events. One event focuses on working with senior citizens at Senior Centers, local home-based senior citizens, and nursing homes. We have seen amazing bonding and mentoring come from the senior Service from the Heart projects. These youth become like grandchildren to the seniors and the seniors become mentors for the youth. The rewarding feeling goes both ways in this environment and gives a sense of worth to both the senior and the youth. For the second event, each program identifies a *Service from the Heart* project that is individualized to the needs of their community. Getting involved in the community and taking ownership in the project instills a sense of belonging and worth to the youth who would normally not be in the position to give back in such a way. Currently, AMIkids Georgetown Marine Institute participates in community activities as listed below:

- HUGS for Horses
- Habitat
- Keep Georgetown Beautiful
- Adopt A Highway
- United Way
- Service from the Heart
- Ice Party for Seniors
- Pancake Breakfast
- Bridge to Bridge Run



- OctoberFest
- Thanksgiving Dinner

Evidence-Based Delinquency and Mental Health/Substance Abuse Interventions

AMIkids Georgetown Marine Institute Mental and Behavioral Health Services Teams are comprised of Health Services Professionals (HSP) who meet all the qualifications set forth in the South Carolina Department of Social Services (DSS) [licensing requirements Chapter 114 authority: 1981 Code Sections 63-11-30]. Human Service Professionals complete individualized assessments of each youth creating a unique client picture and individualized treatment pathway. The development of an individualized treatment pathway for clients is inclusive of a holistic approach that incorporates cultural strengths, family identified service needs, and evidence-based delinquency, behavioral modification and mental health Interventions.

AMIkids Georgetown Marine Institute mental health philosophy is aligned with the principles of restorative justice and based on the belief that in order to effect change the **entire family system** must be addressed to ensure a safe successful return into the community and home. In addition, the mental and behavioral health team operates as an agent of change in the facilitation of increased functioning not only for the youth with whom there is primary contact, but within the family and community to which they are returning. The APGM[©] is the guiding service philosophy for improving the lives of children and encapsulates the culture and values of AMIkids which emphasize: communication, pro-social bonds, gender specific and culturally-relevant interventions, provided in a family atmosphere incorporating evidence based treatment and other services addressing the assessed risk and needs of the youth.

The AMIkids Clinical Model consists of licensed clinicians, masters level clinicians and Certified Addiction Professionals. The clinical philosophy of AMIkids, Inc. is based on a cognitive behavioral, person centered and trauma focused perspective. Each youth participates in a comprehensive assessment upon enrollment in AMIkids Georgetown Marine Institute. All assessments and direct services integrate the following concepts and theories:

Family Centered: a role of the Human Services Professional is to integrate the family, caregiver, and existing family and community supports (as appropriate) within the clinical and behavioral services and interventions.

Culturally informed: All AMIkids Georgetown Marine Institute services recognize and respect cultural differences; these differences are identified as strengths and integrated into individual care plans.

Strengths Based: All assessments, treatment plans, care plans, and interventions are designed to identify the youth's strengths.

Non-Punitive Motivation: All behavior modification systems used at AMIkids Georgetown Marine Institute are designed to reinforce positive behavior.



Person Centered: All care plans, after-care plans, treatment plans and behavior interventions are based on the individual and address individual's needs and strengths. AMIkids Georgetown Marine Institute creates a therapeutic environment in which effective services can be provided to each client based upon his individual needs. It is paramount that the individuality of the client be reflected in all assessments, interventions, case plans and treatment goals.

Trauma Informed: All services provided at AMIkids Georgetown Marine Institute are performed from a trauma informed perspective. The impact of trauma in the lives of the youth and families served can be significant. HSP's strive to implement services that recognize and support healing from past trauma. Trauma specific interventions are designed exclusively to address the consequences of trauma in the individual and to facilitate healing. AMIkids Georgetown Marine Institute adheres to the following principles of interventions for clients with a history of trauma:

We understand

- 1. The survivor's need to be respected, informed, connected and hopeful regarding their own recovery
- 2. The interrelation between trauma and symptoms of trauma (e.g., substance abuse, eating disorders, depression and anxiety)
- 3. The need to work in a collaborative way with survivors, family and friends of the survivor and other human service agencies in a manner that will empower survivors

Plan for Implementation of Services to the Youth: AMIkids Georgetown Marine Institute utilizes an Individualized Care Plan process for each youth, which includes:

- An individualized assessment to ascertain the course of treatment needed;
- Identification of discharge criteria at intake;
- The development of the care plan;
- The assignment to the services to be rendered;
- Monitoring of youth progress throughout the care plan; reassessment on a regularly prescribed basis to ensure success of the services delivered;
- Release from the plan upon successful completion from the program and the creation of a transition plan 90 days prior to release from the program.

Assessments: The initial assessment captures each youth's family strengths and needs, behavioral needs and identification of problem areas to develop a comprehensive unique client picture. In concert with the residential staffing form received at intake, the HSP will complete the YASI assessment tool within 7-14 days of a youth's arrival on campus. The services YASI recommends generally match the identified services on the residential staffing form. At times, the YASI will identify additional service needs for the youth. At intake, the Casey LifeSkills assessment is also completed with each youth.

Intake Screening

The Intake Screening includes a review of precautionary observation, mental health, and/or psychotropic medications. Specifically the intake assessor will review documentation to assess:

• A current or history of suicide ideation, threats, self-inflicted injury or self-mutilation;



- A current or history of psychiatric disturbance, mental health problems, and/or substance dependence;
- Recent major loss,
- Crisis stabilization and
- Psychiatric hospitalization,

Any youth identified as a risk as a result of an Intake Screening for Suicide Risk are referred to community partners for an in depth evaluation immediately (within 24 hours). Youth with "risks" identifying non-emergency mental health or substance abuse issues are referred to community providers within 7 days of assessment.

Care Plan: Within thirty days of admission, each youth will receive an Individualized Care Plan (ICP). A multi-disciplinary team (MDT) will develop an appropriate care plan with goals addressing the youth's assessed individualized needs and includes the type of services delivered, as well as the frequency and duration of interventions. This team includes, but is not limited to, the youth, the family, program representatives (HSP, Medical, Mental Health, Education, and Behavior Modification), DJJ representative, and local community service providers. Goals set by the treatment team are integrated throughout the program, therefore the entire team, as a collective unit, reinforce the youth's goals. Additionally, during the development of the Individual Care Plan, the team identifies/reviews the transition goals and discharge criteria.

The MDT, in developing the ICP, addresses areas such as drug and alcohol issues, sexual abuse, physical abuse, anger management, social skills, recreation, independent living skills, behavior modification, academic issues, vocation and transitional preparation skills. When mental health and/or substance abuse treatment needs are evident, the Care Plan includes coordination with the identified clinical staff, which will develop a separate individualized mental health/substance abuse treatment plan. The Care Plan establishes goals and strategies that are specific to the youth's risks and needs. Behavioral and attitudinal change is accomplished through participation in evidenced based and promising practice delinquency interventions as well as the behavior modification system. Other aspects of the program include school programming, restitution, community service, recreational activities, and learning to develop healthy pro-social relationships with adults and peers. The goal for the youth is to return to the community in the shortest possible time with the best probability of success an permanency. This goal, accomplished by holding youth accountable for their behaviors, assists them with developing the skills needed to make good choices, staying on task with constructive goals, and identifying areas in which they can begin to repair harm to victims and the community.

This comprehensive approach facilitates treatment of a diverse array of youth needs. AMIkids Georgetown Marine Institute addresses the criminogenic risks and needs through services as follows:

- Anger/Aggression: ART, MET/CBT-12;
- Family/Relationships: family therapy, Family Intervention and Counseling, The Council and TF-CBT;



- Substance Abuse: Individual therapy, MET/CBT-12, group therapy, and family therapy;
- Mental Health: individual therapy, TF-CBT, group therapy, and family therapy;
- **Current use of Free Time**: Recreational Flag Football Leagues, Casey Life Skills, The Council, vocational programming;
- **Employability**: Casey Life Skills, vocational programming, WorkKeys, WIA, work placement agencies, education;
- Skills: ART and The Council;
- Attitudes/Behaviors: ART, AMIkids Behavior Modification System, Casey Life Skills;
- Academics: On-site educational program (recommended for accreditation through AdvancEd)

Youth admitted to the program receive intake, orientation, screening, assessment, individualized service planning, individualized treatment planning (if indicated), and assignment to evidence-based and promising practice interventions based on individualized needs.

Aggression Replacement Training (ART, 3rd edition, 2010)

ART is a recognized evidence-based delinquency intervention which will be provided to youth with identified risk as per the R-PACT assessment in aggression, antisocial attitudes and skills and who require intervention in anger control, moral reasoning or skill deficits as identified on the Biopsychosocial Assessment. ART will be provided by 2 ART trained staff in a closed group with 6-8 youth to start a cohort and held according to the program schedule.

Session lengths vary based on skill and group topic, but will last 1-2 hours. A minimum of 6 cycles will be offered yearly based on staggering schedule of admits/discharges as well as variability in census. Each group session will be documented with the attendance sheet per implementation guidelines and weekly progress notes.

Motivational Enhancement Therapy/Cognitive Behavioral Therapy (MET/CBT-12) for Adolescent Cannabis Users (Volumes 1-2, 2001)

AMIkids will utilize the recognized evidence-based delinquency intervention MET/CBT-12 for youth with identified risk factors per R-PACT assessment in substance abuse and who require intervention for substance use as identified on their Biopsychosocial Assessment. This intervention will be provided by a mental health or substance clinical staff meeting degree and experience requirements and who have completed the 2-day training for MET/CBT-12. 12 sessions will be held (2 individual, 10 group) in a closed group format with a minimum of 6 and a maximum of 10 youth to start the group cohort. The 1 hour individual sessions will be held once a week for 75 minutes. Each session will be documented with sign in sheets and progress notes following the requirements. There will be a minimum of 4 cycles a year based on the staggering schedule of admits and discharges as well as the variability in youth need.



Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)

TF-CBT is a Mental Health/Substance Abuse model provided to youth who are identified with a history of trauma and associated trauma-related diagnosis including Post-traumatic Stress Disorder and Acute Stress Disorder, or who are exhibiting symptoms associated with trauma response, based on the Biopsychosocial Assessment. The average duration is 12-16 sessions, based on assessment and treatment plan. Each session will be provided by the trained Therapist with a Master's Degree in Human Services or related field. Sessions will be documented with weekly progress notes meeting requirements.

Family Intervention and Counseling

Families receive family counseling to help improve communication, dealing with family related issues, and assisting with transition and permanency.

Mental Health Services

General crisis and Individual Counseling is addressed by Masters level HSP(s) within the program. All youth receive the AMIkids Intake Screening for Suicide Risk, which includes document review. The purpose of the Suicide Screening is to determine if there is reason for concern that a severe mental health problem or suicide risk exists and to identify the need for further evaluation and referral. The Director of Treatment or Designated Licensed HSP will administer this screening in a confidential and private manner. In addition, the HSP or master level counselor shall review any psychological reports, pre-dispositional reports, and/or any other information in the youth's file to determine any documented severe mental health or suicide issues needing further referral for assessment.

Current Referral Agencies:

Mental Health Counseling – Waccamaw Mental Health Alcohol and Drug Services – Georgetown County Drug & Alcohol Commission

Gender Specific Programming

AMIkids understands there are distinct differences in both causality pathways and treatment of male and female juvenile offenders. Research indicates the greatest outcomes seen in male clients are when utilizing activities that foster hands-on methods of engagement. In general, males respond positively to problem solving, spatial relationships, knowledge of rules, knowledge of social hierarchy, intensity in gaming and physical activity, instant gratification, and less verbal communication styles.

In many instances, the male clients served by our programs have received flawed messages regarding the meaning of masculinity that have influenced their behaviors and identity development. Messages that being a 'real man' means avoiding emotional expression, masking



vulnerabilities , or displaying a persona of toughness, power and aggression all influence identity development and behavior of young men. In addition to the flawed messaging, there has potentially been exposure to persistent trauma or stress, which can alter the brain's ability to regulate emotion and responses to stressful situations. Therefore, to address the complex history and backgrounds of the male youths served, AMIkids individualized mental health treatment philosophy is designed to implement strategies that not only improve emotional regulation and stress management but also target the specific learning styles and needs of our youth. An additional component of AMIkids services philosophy includes redefining manhood and developing healthy male role models via mentoring.

Need	Intervention
Masculinity Definitions	The Council, Cognitive Behavioral individual, group, and family therapy, Mentoring
Hands-on, Kinesthetic activities	The Council, Supportive counseling, Challenge Events, Off-campus activities, Experiential Education
Systemizing approaches	The Council, Cognitive Behavioral individual, group, and family therapy, Behavioral Modification System of Token Economy and Rank Promotion
Stress-reducing strategies for trauma: Predictability, Social Contact, Perceptions of Control, and Experientially-Based Environments	The Council, Trauma-focused programming, Cognitive Behavioral individual, group and family therapy, Behavioral Modification System, Mentoring, Experiential Education
Gender-based treatment needs: (e.g., Violence, Bullying, Aggression, Sexual Behavior and Decision Making)	The Council, AMIkids Way, MET/CBT-12, Cognitive Behavioral individual, group and family therapy, Mentoring, Health Education

AMIkids will be addressing the uniqu	le needs of boys through	services as follows:
Amining will be addressing the uniqu	ie neeus of boys through	services as ronows.

The Council for Boys and Young Men – Living a Legacy: A Right of Passage (Written 12/06, Revised 11/09, Published 2012)

All youth admitted to the program will be assigned to The Council for Boys and Young Men (The Council). The Council is a group model that uses a strength-based approach to address developmental needs for pre-teen and adolescent males. The structured group model utilizes experiential activities, reflection, and group dialogue to address masculine topics. Experiential activities include challenges, skits, role-play, art, and games. The Council includes the *Living a Legacy: A Rite of Passage* curriculum comprised of 10 sessions including the following themes:



1) creating our council; 2) connecting our council; 3) strength through diversity; 4) mentors, role models and heroes; 5) unlocking the code; 6) healthy relationships; 7) who's the man? boys and the media; 8) conflict resolution: squash it before it starts, 9) no one walks alone; and 10) living and leaving a legacy.

The Council takes a seven step format including an opening ritual, introduction of theme, warm-up exercise, check-in, experiential/verbal activity, reflection, and closing ritual. The groups aim to strengthen prosocial values. The Council model works well in juvenile justice settings.

The Council is a Gender Specific group that will be provided to all youth in the program in a closed group with 6-10 youth to start a cohort group. The 10 sessions will be held weekly for 1.5 hours each, provided by a trained master level counselor or other staff where the primary facilitator holds a bachelor's degree in a human services or related field. When clinically appropriate, additional groups past the 10 weeks may be run with youth based on need. Group sessions will be documented with sign-in sheets and progress notes.

Fidelity Monitoring for Evidence Based Interventions:

Fidelity observations will occur once a month for each group type, which may include selfobservations. Fidelity reports will be completed during the group observation and submitted to the Director of Treatment and Executive Director or designee for review. Observations will be conducted by the Director of Treatment or therapist trained in the Evidenced Based curriculum. Monthly reports will be provided to the AMIkids, Inc. Regional Director of Mental Health Services and Compliance.

Education Program

AMIkids has seen amazing improvement in youth when they are engaged in the educational/vocational process at the program. We believe in teaching the youth based on his/her ability levels, interests and learning styles. This engages the youth from the onset and keeps them stay engaged throughout the educational process. AMIkids Georgetown Marine Institute has a long history working in collaboration with the local Public School System. AMIkids Georgetown Marine Institute will continue to work collaboratively with the local school district for the provision of educational services with an emphasis on academic achievement, career education, and life skills. AMIkids Georgetown Marine Institute will ensure direct care staff and HSPs work in partnership with teachers to foster a safe and nurturing environment conducive to maximizing learning opportunities for youth. Career and technical education is taught through a collaborative partnership between AMIkids Georgetown Marine Institute, Casey Life Skills, online resources and community partners.

Academic Services

The AMIkids Georgetown Marine Institute educational component is interwoven throughout the evidence-based AMIkids Personal Growth Model[©], which includes strategies that have proven to increase academic performance for the population whom we serve. The APGM[©] is designed to: 1) reduce risk factors that sustain delinquent behavior and academic failure, 2) lower recidivism, 3) improve completion rates, 4) facilitate educational gains, and 5) promote



supportive environments that foster personal growth. AMIkids blends individualized treatment, education, and behavior modification within a strengths-based framework to serve the specific needs of adolescents. Programs provide opportunities for accelerated remedial education, employability skills development, vocational skills training, and counseling. AMIkids Georgetown Marine Institute aims to impart values, life skills, and confidence to youth to help them make positive and productive decisions that prevent them from becoming involved in or returning to the juvenile and criminal justice systems. The effectiveness of our program is attributed to:

- Small structured family-style school setting,
- Small class size ratios,
- Data driven teaching, learning and assessment programs, with a particular focus on monitoring student mastery in the core content areas and critical thinking,
- Monthly interdisciplinary teams that include student, parent, and staff to review student progress, and
- Extensive professional development to increase administrators, faculty and staff effectiveness in implementing rigorous programs.

The AMIkids Georgetown Marine Institute educational program is founded on the core value "Kid's First!" With this value as a central guiding post, all decisions are made keeping the best interest of the youth in mind. The educational component is provided by AMIkids Georgetown Marine Institute in partnership with the local school district and SCDJJ.

The educational program establishes a culture of warmth and discipline. Students set personal academic, social and behavior goals with action plans for achieving each. Teachers and program staff provide feedback and reinforcement on those goals and expectations at the end of each classroom period. By maintaining a low teacher-student ratio of 1:15, students have greater opportunities to receive instruction and immediate feedback. In addition to the required minutes of daily class time for core content, students have the opportunity to participate in vocational and life-skills classes, tutored study periods, and experiential education activities as an academic booster session. The intense emphasis on growing academically and socially in a disciplined, family environment produces remarkable improvement in academic functioning and social development.

The hours of instruction are aligned with State requirements regarding the number of minutes required for instruction in each subject area. Upon creation of the new master schedule, the Camp will clearly delineate the daily schedule for students and staff. The AMIkids Georgetown Marine Institute educational component will follow the state law of a minimum of 180 instructional days. Our days out of school will closely reflect the SCDJJ educational calendar for holidays and extended leave time; however, there are unique elements to the AMIkids annual calendar to allow students to have the unique opportunity to participate in Experiential Challenge and Signature Events throughout the year.

The Common Core State Standards. The curriculum of the AMIkids Georgetown Marine Institute educational component is built on the Common Core State Standards and the



application of the APGM[®] differentiating instructional strategies through processes such as curriculum compacting in the continuous improvement cycle. During continuous improvement, students are pre-assessed to determine their skill level, given instruction with feedback and given a post assessment to determine if they've met 80% mastery of the prescribed learning goals.

The educational program focuses on implementing differentiated instruction for students, with interactive studies in both core and enrichment classes. As a student moves through the grade levels and rank there is an added emphasis on leadership, and managerial and organizational skills. Since students take a proactive approach toward their content areas, they have heightened meta-cognition and highly-developed critical thinking skills, along with motivation and confidence. Each student's educational performance will improve as they understand that the "how" of learning is just as important as "what" they learn within their classrooms and community.

To support the diverse content requirements for youth, distance learning/virtual education services are integrated to ensure student access to required courses to support progression towards high school graduation and/or post-secondary studies. Working in concert with the local school system requirements and regulations, the youth will have access to online learning systems such as:

- PLATO system (or other state/district approved software) a web-based curriculum that
 is aligned to the Next Generation Sunshine State Standards and the National Common
 Core Standards. PLATO provides specific course content to help students acquire the
 information necessary to master the competencies required for attaining credit, GED
 preparation, high stakes testing preparation and credit recovery.
- 24 hour access to instructional software using the web-based system provided to students served at the program, providing adequate supervision outside of the schoolday
- Life Skills/Job Readiness Skills using the Casey Life Skills/PAYA (Preparing Adolescents for Young Adulthood) curriculum to support the development of core competencies for independent living and job preparation.

All eligible youth and/or any youth who arrives at the program with his diploma, or who obtains his diploma while at the program, will be afforded the opportunity to engage in online college courses, vocational services, and/or job placement guidance and assistance through already established or new community resources.

Educational Assessments

STAR Reading and Math Enterprise Assessment is utilized by the AMIkids Georgetown Marine Institute and is a computer-based assessment administered upon enrollment, monthly and prior to exit from the program. Based on youth scores a plan is developed and monitored in accordance with district standards to ensure the youth is making progress and his placement in

AM Kids"

academic courses is appropriate. The STAR also predicts how a student will perform on the state standardized tests so that teachers and program staff can make adjustments and design instruction to meet the individual needs of students.

Coursework and Curriculum

AMIkids Georgetown Marine Institute, upon enrollment, informs students and parents about the course curriculum and activities. Each student develops an Individual Academic Plan (IAP) signed by the student, the student's instructor, HSP and/or academic advisor, and the student's parent. AMIkids Georgetown Marine Institute coursework provides for appropriate instruction based upon the state's curriculum frameworks, course descriptions, and Common Core Standards.

Students with disabilities are provided instruction in the general education curriculum to the extent they are able to participate and progress. Accommodations are provided as specified in the student's Individual Education Plan (IEP). The accommodations specify changes in instructional strategies that are required as a result of a student's disability.

In order to effectively close the achievement gap, we must provide additional time and resources in developing an effective language arts curriculum, which revolves around the understanding that reading develops language, language develops reading and both enhance writing skills. The five strands identified in the components of the Common Core State Standards (reading, writing, listening, viewing, and speaking) provide a framework for organizing a language arts curriculum.

The overall goals of the AMIkids Georgetown Marine Institute language arts program are:

- To develop fluent readers who read for meaning and to gain knowledge;
- To help students develop an enjoyment of reading and create lifelong readers;
- To expose students to, and develop an appreciation for a wide variety of quality literature and literary genres;
- To developed a strengthened vocabulary by having greater exposure to literature;
- To enable students to use strategies to improve literal, interpretive, and critical comprehension when reading; and
- To explore careers in the communication skill areas

Promoting reading proficiency is the focus of the language arts program at the Camp. The language arts program provides students with opportunities to develop fundamental skills that enable them to engage in higher order thinking and demonstrate mastery of language and communication processes. Our students focus on fundamental skills such as: grammatical foundations, writing process, writing for a variety of genres/purposes/audiences, and all elements of research writing. Each class also includes a strong focus on vocabulary development.



Students receive intensive training in English composition, including conventions of syntax and punctuation, and demonstrate competence in written assignments. Students practice writing with strong emphasis on proper sentence and paragraph and essay organization. Additionally, middle school students also learn to prepare memos, business letters, and newspaper reports. Research papers and essays that discuss and rely extensively on sources are required throughout the curriculum; students learn how to identify appropriate sources, form a bibliography, organize the paper, and acknowledge sources properly. Students have the opportunity to develop the techniques of creative writing and the composition of poetry in forms commonly found in English-language verse (such as ballad, blank verse, sonnet, free verse, heroic couplets).

Finally, students develop the ability to prepare and deliver formal oral presentations and participate in group discussions using appropriate diction and tone. Students demonstrate intermediate level word processing skills, including the ability to write and format essays on the computer with appropriate charts, tables, and graphs.

Mathematics Focus

The goal of the mathematics program is to provide a coherent, focused curriculum based in the Common Core State Standards designed to engage students in gaining a richer, deeper, and more proficient understanding of mathematics. All mathematical ideas are presented in real-world context to help students understand how math is related and relevant to their daily lives.

Students engage in problem solving in such areas as number theory, data investigations, probability, and algebraic thinking. Advanced students are challenged with an accelerated curriculum and given opportunities to explore higher level instruction. Use of student work groups enhance the instructional experience and teach key collaborative skills.

Science Focus

All science classes are aligned to the Common Core Standards and include hands on activities to help reinforce content. AMIkids Georgetown Marine Institute science program develops mastery of core vocabulary and conceptual knowledge through an inquiry led project-based learning approach.

Our science education program is based on a framework of science as the integration of science content and science process skills. This framework goes beyond the distinction between the scientific body of knowledge (facts, theories, and laws) and science process skills (observation, experimental design, data collection and analysis, and drawing conclusions), and focuses on the inextricable link between science knowledge and science skills.

For students to really *understand* science it is critical they *engage in* inquiry science activities that lead them toward a discovery and understanding of content. Merely watching others or hearing about others experience with science is not sufficient to develop the rich conceptual understanding that is expected of students. The experiential learning instructional process employed by our programs ensures students are actively involved in science both hands-on *and*



minds-on and learn both content and skills through the practice of science. Our goal is not to create good science students, but to create outstanding student scientists.

Social Studies Focus

Our students participate in Social Studies curriculum through a combination of direct instruction and online content delivery (via Plato Course) with an emphasis on geography, economics, world history, civics, government, and American history influence events around the world. More depth and complexity is added through project-based learning and engaging in authentic historical research that teaches students the critical skills they need to be effective citizens in the 21st century. This requires integration of content through the study of cultures, the humanities, and literature to acquire a realization of how these events have affected individuals in their local communities and eventually career paths. Additionally, instructional delivery in the social studies curriculum allows students to identify linkages between their lived experiences and historical occurrences. The social sciences curriculum enables students to make culturally relevant connections that inform their thinking and worldview to make better choices when they transition back home.

Study Skills

Study skills are a combination of organizational and time management strategies intended to help students succeed in an academic setting. The study skills program supports students in their acquisition of knowledge and skills across all curriculums. Study skills promote understanding through the direct instruction of reading and listening strategies as well as aid students in test taking and notebook organization. Study skills help students break down tasks and assist students in applying strategies to accommodate their learning styles and increase their understanding.

Classroom Structure

The evidence-based AMIkids Personal Growth Model[©] includes strategies that have proven to increase academic performance for the population of students we serve. The strategies included in the APGM[©] include:

- Bell Ringers- immediately engage students in the lesson upon entering the classroom.
- **Essential Questions**—question(s) presented prior to a lesson/unit and designed to promote critical thinking skills and focus on the main ideas.
- **Differentiated Instruction**—students have multiple options for taking in information, making sense of ideas, and expressing what they learn
- Individualized Instruction—focused students have multiple options for taking in information, making sense of ideas, and expressing what they learn.
- Anchoring Activities—activities for students as they complete lesson that help to keep students on task while also reinforcing critical skills. Activities provide extensions to lessons.

At the core of the APGM[©] and central to what we believe changes the lives of our students are the experiential challenges. When students are trained to face and overcome challenges the



gain greater self-worth and begin forming better personal value systems. Our experiential challenges are designed to expose our students to experiences they would not have been afforded in their typical home environment or circumstance. Students are given the opportunity to learn seamanship, deep-sea fishing, SCUBA diving, backpacking, whitewater rafting and rappelling. Through these experiences they not only learn to be self-reliant but team building and trust are also developed. Positive relationships are key to helping challenged teens build better outlooks and work ethics. They engage in these experiential challenges with their peers and staff and celebrate their successes as a community.

High Quality Teachers and Effective Instruction

Effective instruction reflects the incorporation of best practice research and conventional teacher wisdom. Instruction at the AMIkids is based on the understanding that children come to school at different levels of preparation and these differences have implications on classroom dynamics. Instructional personnel are expected to accept the role of teacher and create a learning environment that allows students to enter at their level of proficiency. The ability to evaluate student progress and use that data to further their learning should be demonstrated by the teacher. The effective teacher should possess the skills to function within an organization consisting of members of diverse backgrounds. Because the targeted population for the AMIkids will include students who have experienced academic struggle in the traditional public school program, the implemented model will include methods and techniques, which bridge the gap between literacy and school culture as well issues that promote survival in the urban environment.

AMIkids is committed to identifying, recruiting and retaining a high quality teaching staff. AMIkids Georgetown Marine Institute vacancies are announced through internal human resource outlets as well as online resources such as the Center for Educator Recruitment, Retention, & Advancement – South Carolina (CERRA) and Teachers-Teachers.com. Community outlets such as radio and newspaper advertisements are used to announce vacancies as well. Vacancy announcements are posted in venues that are frequented by educators, including libraries and bookstores.

AMIkids, Inc. seeks teachers who exemplify the following abilities:

- High expectations: ability to demonstrated belief that all the children can be successful when appropriately taught.
- Organizational ability: skill to plan, gather materials that create a productive classroom.
- Physical/emotional stamina: ability to persist with commitment and enthusiasm when confronted with challenging situations.
- Teaching style: capable of facilitating and coaching learning rather than simply giving direction and information.

All teachers selected for employment at AMIkids Georgetown Marine Institute will meet the definition of highly qualified teachers. The three criteria set forth by this definition are:



- A bachelor's or high degree from an accredited or approved institution
- A valid full state certification
- Subject matter competency for each core academic subject assigned

AMIkids teachers participate in ongoing professional development training, including, but not limited to, the annual AMIkids Regional Training, at which they receive rigorous content-based instruction. The training provides a wonderful collaborative opportunity for the rich exchange of ideas among educators. Other professional development opportunities that support curriculum development, content mastery, cultural responsiveness, team and leadership development are available for teacher participation.

Classroom Walkthroughs. Through a series of scheduled and unscheduled visits by peers, mentors and administrators, teachers are evaluated based on research-based effective teaching principles. Using research-driven observational tools and resources (e.g., Marzano observation protocol), teachers are provided real-time feedback on daily instructional tasks ranging from effective use of academic engaged time to amount of positive feedback given per student.

The model is designed to create a reflective teaching environment so that teachers become the leaders in guiding their own improvement process. These forms are online and available for review to reflect growth and development across the school year. This tool is *not* used as an evaluation. It does provide feedback. The classroom walkthrough is conducted at minimum two days per week in each classroom during various academic areas.

Lesson Plan Review. Teachers are required to submit weekly lesson plans. These serve as documentation that the school presents a rigorous standards based curriculum and a "fair and appropriate free public education." The purpose for reviewing lesson plans is to ensure that teachers are indeed planning lessons (research shows that teachers who are better planners are more successful in meeting curricular objectives, Wong, 2005).

All teachers at AMIKIDS are required to write lesson plans and submit them digitally for review by administration. Administration reviews lesson plans weekly and provides guidance and support to encourage the use of the most powerful instructional practices with our students. The value in posting lesson plans electronically is that teachers have the opportunity to review each other's plans for recommendations, support and inspiration. Teachers will have common planning time to share ideas within and across disciplines.

Instructional Monitoring

STAR Assessments (Reading, Mathematics). Frequent assessments are a product of the Whole School Effectiveness Continuous Improvement Model based achievements of G. Anderson in Houston, TX and adopted by school districts across the country. The goal is to allow assessment of student progress to drive instructional needs. Every summer, the entire school staff disaggregates the previous school year's assessment data. This sets goals and priorities for what



needs to be taught during the next school year. Teachers walk away with priorities for their instructional calendar.

Each month, every student level is given a short "progress monitoring" assessment to determine if they are meeting expectations in reading and mathematics. These assessments are normative-referenced tests that are given to students throughout the year across the country. The results are used to address which students may need more services through plans which are developed to meet the needs of the student. Teachers are held accountable and meet with the Director of Education or Lead Teacher every week to update student progress on the interventions recommended in the plans.

Academic Review. At the end of the nine-week grading period, the teacher sits with the administration and reviews each child's progress. The discussion includes: a summary of their grades in each academic area, the student's progress toward meeting benchmarks, their progress toward their goals written in the Individual Academic Plan (IAP), the number of parent conferences held and the teachers overall assessment of that students' progress during that nine week period. If there are patterns present within individual students or class wide, the data are discussed and new goals are set for the next nine-week period.

Assessment of the academic needs of students is complete by utilizing the Renaissance Learning STAR Enterprise Reading and Math assessment within the first 10 days of enrollment. STAR Enterprise is a research-based assessment that provides real-time data instantly to make informed decisions about the curriculum and instructional needs of each individual student. This instrument, aligned to the Common Core State Standards, provides reports detailing if a student is on track to reach proficiency, identifying skills mastered, and identifying the skills that students are ready to learn next. STAR Enterprise Reading and Math assessment has proven to be a tool that helps to bridge assessment and instruction for our at-risk student population.

In concert with the academic reviews, the teacher must justify the grades being given to each student in each area. They must demonstrate the grade that they choose to give by using the data gathered throughout the nine week period. This discussion provides insight regarding academic priorities and ensuring skill mastery. Teachers may also discuss behavioral concerns that they are having with students. Plans are developed with the administration to remediate concerns.

Technology

The AMIkids Georgetown Marine Institute will implement the use of technology in several ways. Our students cannot compete globally with an increasingly digital world if they do not have daily exposure to the necessary tools. Therefore, we are committed to providing a technology solution to each student during their enrollment time at the school.



From the most simplistic of solutions such as the AMIkids, Inc. ENGRADE software for online grading and attendance that to the Plato Courseware and Renaissance Learning for students, teachers have the opportunity to see specifically where the students have mastered material and where they are in need of remediation. Through the analysis of reporting documents generated, teachers have a better understanding of individual student achievement and make informed instructional decisions.

Pre-vocational and Vocational

AMIkids Georgetown Marine Institute provides youth with career and technical education services both during the academic instructional day through an employability skills course instructed by the certified teachers and during non-academic time. All youth at the program are provided the opportunity to work on their life and employability skills through the **Work Keys Credential Program, and Casey Life Skills** as well as utilizing other available online resources such as **gcflearnfree.org**, online vocational and education courses, etc.

Casey Life Skills provides an assessment to determine where students need greater support in competency development while working to maintain those competencies that are already well established. After initial assessment, youth are engaged in a curriculum that utilizes direct instruction and workbooks that contain information and exercises by topic area to help develop or strengthen the skills of the learner. Casey Life Skills contains the following modules:

- Module 1: Money, Home and Food Management;
- Module 2: Personal Care, Health, Social Skills, and Safety;
- Module 3: Education, Job Seeking Skills, and Job Maintenance Skills;
- Module 4: Housing, Transportation, Community Resources, Understanding Law, Recreation; Module 5: Young Parents Guide.

Goodwill Community Foundation, gcflearnfree.org provides youth the opportunity to work on skills that range from grill safety, riding a bus, using a vending machine to working with Apple products, Microsoft Office, Social Media, etc. This is an amazing free resource that can help youth with their everyday living skills, as well as more complex, industry recognized computer skills. The courses are self-study and self-paced as well as entertaining and informative.

Vocational and Technical

We, at AMIkids, understand that not all youth have the same career interests or aspirations and are not all returning to the same communities with the same employment needs. Due to this, youth have many opportunities to participate in vocational programming through AMIkids, **ServSafe, Microsoft Office, District Public Schools,** and **local community agencies**. AMIkids Georgetown Marine Institute also provides youth with access to **Workforce Development** (WIA, OneStop Career Centers, etc.) programs wherein youth learn employability skills such as interviewing, resume writing, and job searching to equip them to become ready for the workforce. AMIkids Georgetown Marine Institute has already established relationships with WIA agencies in the area and will maintain and grow these relationships.



ServSafe® Staff Certifications

Culinary skills training is delivered using the ServSafe® course to youth enrolled. ServSafe® teaches basic food safety practices, and food handling through five (5) sessions of 60 to 90 minutes each (Basic Food Safety, Personal Hygiene, Cross-contamination and Allergens, Time and Temperature, and Cleaning and Sanitation). Youth who complete the online course and companion assessment may be eligible for Food Handler Certification. The ProStart Food Handler Program is an online curriculum that covers food-borne illnesses, food allergies and the potential for contamination that make food safety critical for food service businesses. The ServSafe® Manager Certification is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP) and blends the latest FDA Food Code, food safety research and years of food sanitation experience.

AMIkids Residential programs in FL, SC, NM, TX and VA provide ServSafe or The Florida Safe Staff training to their youth and have successfully trained over 300 youth in these curricula. AMIkids has seen that classroom study works the best, preferably in the dining area and is enhanced through the use of the video series and hands on learning experiences.

Work Keys

AMIkids Georgetown Marine Institute will offer youth the opportunity to work on self-paced online learning programs such as the Work Keys program, Goodwill Community Foundation's gcflearnfree.org programs that train on such topics as Microsoft Office, Apple, Google, Social Media, Career, Job Development, Internet Basics, Everyday Life, Reading, Math, etc. Our goal is to provide the youth with as many opportunities as possible to assure they are prepared for transition into a successful adulthood.

Mentoring/Tutoring

AMIkids Georgetown Marine Institute believes in extending the youth's education beyond the classroom and regular school day by offering mentoring, religious activities, service learning, and other structured activities throughout the youth's stay at the program. In treating the entire youth based on his needs, AMIkids Georgetown Marine Institute will work to match each youth with a mentor either through **faith based mentoring**, or through other local **community** contacts. Through AMIkids Georgetown Marine Institute community building efforts and mentoring, not only will the youth benefit from the mentoring, so will the community.

As a national nonprofit we are able to achieve high outcomes across our programs because the philosophical outlook, core training programs, and activities at each site are consistently aligned with the APGM[©].



AMIkids Georgetown Supplemental Proposal

It should be noted that the SCDJJ RFP 5400007516 and State Standards for Residential Care calls for vocational services to include development of life skills, basic academic skills, GED preparation, and/or vocational skills and may include provision or access to:

- Counseling and guidance
- Job search and placement
- 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

In the proposal, AMIkids Georgetown has responded to meet the requirements of the RFP and State Standards, however, since opening in 1989 and especially over the past contract period, AMIkids Georgetown has enhanced its programming to include **additional vocational opportunities and a vocational instructor**. These additional vocational opportunities have, not only yielded positive results for the youth, but have affected the State's reduction in recidivism, the youth being able to sustain a higher quality of life and productivity in the communities in which they return and have allowed program youth to give back to area.

AMIkids Georgetown has also been working to improve and enhance the educational environment and educational gains for the youth by providing multiple learning strategies and systems. In order to continue to do so, AMIkids Georgetown is in need of adding a **full time** Director of Education to work with teachers and youth to provide the best educational and vocational programming possible.

For SCDJJ RFP 5400007516, AMIkids Georgetown will be more than happy to continue to provide and/or add these additional components to be funded at an additional rate of \$70,018 annually.

	DATE	LICENSE NO	CONTROL NO.
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PASCO C 4135 LAN	BERTOT-CASH OUNTY HEALTH DEPARTM D O LAKES BLVD AKES, FL 34639	EAT IN THE REAL PROPERTY OF TH	

Mission: To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott Governor

John H. Armstrong, MD, FACS State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

Dear Mr. Mason,

Please find attached the menu, templates, nutrient analysis summaries, and invoice for AMI Florida and South Carolina for the 2013-14 School Year.

I believe we've spoken with each other over the phone about any changes that were necessary to make. The only others were that in a few of the breakfast meals, items such as cheese(and on only one specific day, ham) were omitted to reduce sodium, saturated fat, and calories, as all of these things now have maximums defined by the NSLP. There were also some breakfast meals that had both a fruit and a serving of fruit juice. In these instances, the juice was removed to reduce total meal calories.

Regarding sodium, the amounts at breakfast have been further reduced from last year without actually removing too many items (again, mostly cheese). Though they have improved, the 2014-15 school year has restrictions set at roughly 100mg less than where our averages were this year.

Finally, as per your request, all servings of any meat, grain, vegetable, or milk are set to the amount necessary to fulfill the requirements that are cited upon the menu template sheets. For example, the serving of ham at breakfast now reads "1.22oz" and is credited as 1oz. Therefore, it is assumed that each kitchen using the menu will insure that the final weights of the products are consistent with these amounts cited.

All other issues cited previously have been addressed. For example, sweet rolls were cited as iced and credited as such, and bananas are now credited as ³/₄ cup and paired with ¹/₂ cup applesauce to equal the 1 cup minimum for fruit servings. Again, the other issues lie with which entrees are being purchased from where and whether or not they have a CN label. In that event, it may be asked of each kitchen to provide those items.

Thank you again for all your help in getting this menu certified and please let me know if there is anything else I dan do for you. Sincerely,

Signature Redacted

Nathan Fryburger RD, LD/N Senior Public Health Nutritionist Nutrition Services Department

Florida Department of Health - Pasco County Michael J. Napier, Administrator, Health Officer 10841 Little Road, New Port Richey, Florida 34654 PHONE: 727/861-5250 • FAX 727/862-4230

www.FloridasHealth.com TWITTER:HealthyFLA FACEBOOK:FLDepartmentolHealth YOUTUBE: fldoh

Agreement #_____ Contact Name AMI Kids Florida & South Carolina

Grade Grouping 9-12 Week1

SBP Breakfast: 8 fl. oz. Fluid Milk; ½ c. Fruits/100% Juice, (Vegetables may substitute for Fruits/Juice); 12.5-14 oz. eq. Grains/Breads per seven-day week (one half of offerings are whole grainrich); may substitute Meat/Meat Alternate for grains after the minimum daily grains requirement is met. Daily amount based on the weekly average; 450-600 calories; <10% of total calories from saturated fat; 0 grams trans-fat per day.

Milk Ch	oices	Flavor	White	Chocolate	Strawberry	Other (specify)		
Two choices require free flavored or unfl		Fat Content(s)	1% or fat free	Fat free	Fat free	Fat Free White]	
less unflavored	·	Portion in fl. oz.	8 fi oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.		
Components Week 1	Menu Item & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Milk		Same	Same	Same	Same	Same	Same	Same
Fruits/100% Juice (½ C/day	ltem	Peach	Honeydew Melon	Watermelon	100% Orange Juice	Apple	100% Orange Juice	Strawberries
minimum)	Portion in cups	1Cup	1Cup	1Cup	8oz≍1 cup	1Сир	1Cup	1Cup
OR Vegetables (½	ltem							
C/day minimum if a planned fruit substitution)	Portion in cups							
Grains/Whole Grains (1 oz. eq. minimum daily)	Item	WG Bread Toasted	Biscuit	English Muffin	Grits WG Bread Toasted	WG Bagel	WG Pancakes	Enriched Dry Cereal Cinnamon Roll Frosted
≥50% WGR 12.5- 14 oz. eq./wk	Portion in oz. (Cooked cereal in cup measures)	1oz = 1oz G/B	2oz = 2oz G/B	2oz = 2oz. G/B	1 Cup= 2oz. G/B 1oz = 1oz G/B	2oz = 2oz G/B	3oz = 2.5oz G/B	1 Cup = 1oz G/B 2oz= ¾ G/B
2 nd Grains/Whole Grains (If planned)	Item	Hardboiled Eggs Cheese LS	Scrambled Egg	Hardboiled Egg Sausage Patty	Scrambled Eggs	Ham Cheese	Sausage Patty LS	Yogurt
OR	Portion size or oz.	2 each= 2oz 1oz= ½oz	2oz	2each= 2oz 1oz	2oz	1.22oz= 1oz 1oz= ½oz	1oz	½ cup= 1oz
Meat/Meat Alternate (If planned)	Contribution in oz.*	2.5 M/MA	2oz =2M/MA	3oz M/MA	2M/MA	1.5 M/MA	1 M/MA	1 M/MA .
Other Foods/Condiments	Item	Trans fat free Margarine	Trans fat free Margarine	Jelly	Trans fat free Margarine	Trans fat free Margarine	Syrup	
(If planned)	Portion size or oz.	1T	1T	1T	1t	1t	3t	
		010 (037 0012				there are the tree		Daga laf?

SBMP, Breakfast, 7 day, 9-12, Rev. 1/2013 (SY 2013-2014 requirements)

Form valid for use through June 30, 2014

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FOOD BASED MEAL PATTERN- BREAKFAST

Agreement #_____ Contact Name AMI Kids Florida & South Carolina

Grade Grouping 9-12 Week2

SBP Breakfast: 8 fl. oz. Fluid Milk; ½ c. Fruits/100% Juice, (Vegetables may substitute for Fruits/Juice); 12.5-14 oz. eq. Grains/Breads per seven-day week (one half of offerings are whole grainrich); may substitute Meat/Meat Alternate for grains <u>after</u> the minimum daily grains requirement is met. Daily amount based on the weekly average; 450-600 calories; <10% of total calories from saturated fat; 0 grams trans fat per day.

Milk C	hoices	Flavor	White	Chocolate	Strawberry	Other (specify)		
Two choices require	ed daily from: Fat	Fat Content(s)	1% or fat free	Fat free	Fat free	Fat Free White		
free flavored or unf less unflavored	lavored; 1% or	Portion in fl. oz.	8 oz.	8fl. oz.	8 fl. oz.	8 fl. oz.		
Components Week 2	lenu Item & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Milk		Same	Same	Same	Same	Same	Same	Same
Fruits/100% Juice (½ C/day minimum)	Item	Banana, medium Applesauce	100% Orange Juice	Fruit Salad	100% Orange Juice	Cantaloupe	100% Orange Juice	100% Orange Juice
OR	Portion in cups	⅔ Cup ½ Cup	8oz.=1Cup	1Cup	8oz= 1Cup	lCup	1Cup	6oz =3/4 Cup
Vegetables (½	Item		•					
C/day minimum if a planned fruit substitution)	Portion in cups							
Grains/Whole Grains (1 oz. eq. minimum daily) ≥50% WGR 12.5-	Item	Enriched Dry Cereal WG Bread Toasted	Grits Biscuit	WG Tortilla .	English Muffin	WG Bread Toasted	Oatmeal Danish Roll, frosted	Multigrain Waffles
250% wGR 12.5- 14 oz. eq./wk	Portion in oz. (Cooked cereal in cup measures)	2 Cup = 2oz G/B loz = loz G/B	¹ / ₂ Cup= 1G/B 2oz = 2oz G/B	1 oz = 1 oz G/B	2oz= 2oz G/B	2oz = 2oz G/B	1Cup = 2oz G/B $2 oz= \frac{3}{4} G/B$	3oz = 2.5oz G/B
2 nd Grains/Whole Grains (If planned)	Item	Hardboiled Eggs	Ham	Cheese Scrambled Eggs Egg	Hardboiled Eggs Sausage Patty	Western Omelet Cheese	Yogurt	Turkey Bacon
OR. Meat/Meat	Portion size or oz.	2 each= 2oz	1.22oz= 1oz	1oz= ½oz 2each= 2oz	2oz 1oz	2oz Scrambled Eggs 0.5oz Cheese= ¼ oz	½ Cup = 1oz	1.4oz= 1oz
Alternate (If planned)	Contribution in oz.*	2 M/MA	1 M/MA	2.5oz M/MA	3M/MA	2.5 M/MA	1 M/MA	0M/MA
Other Foods/Condiments	Item		Margarine	Salsa	Margarine	Margarine		Буг ир
(If planned)	Portion size or oz.		lt	loz	lt	1t		IT

SBMP, Breakfast, 7 day, 9-12, Rev. 1/2013 (SY 2013-2014 requirements)

Form valid for use through June 30, 2014

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Agreement # Contact Name AMI Kids Florida & South Carolina

Grade Grouping 9-12 Week 3

SBP Breakfast: 8 fl. oz. Fluid Milk; ½ c. Fruits/100% Juice, (Vegetables may substitute for Fruits/Juice); 12.5-14 oz. eq. Grains/Breads per seven-day week (one half of offerings are whole grainrich); may substitute Meat/Meat Alternate for grains <u>after</u> the minimum daily grains requirement is met. Daily amount based on the weekly average; 450-600 calories; <10% of total calories from saturated fat; 0 grams trans fat per day.

Milk Cl	noices	Flavor	White	Chocolate	Strawberry	Other (specify)		
Two choices require	d daily from: Fat	Fat Content(s)	1% or fat free	Fat free	Fat free	Fat Free White		
free flavored or unf less unflavored	lavored; 1% or	Portion in fl. oz.	8 oz.	8fl. oz.	8 fl. oz.	8 fl. oz.		
Components Week 3	Ienu Item & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Milk		Same	Same	Same	Same	Same	Same	Same
Fruits/100% Juice (½ C/day minimum)	Item	100% Orange Juice	100% Orange Juice	Peaches	Strawberries	Banana, medium Applesauce	100% Orange Juice	100% Orange Juice
OR	Portion in cups	8oz=1 Cup	8oz=1 Cup	1Cup	1Cup	34 Cup 12 Cup	8oz=1Cup	8oz=1 Cup
Vegetables (¹ /2	Item				Hash Browns			
C/day minimum if a planned fruit substitution)	Portion in cups				½ Cup			
Grains/Whole Grains (1 oz. eq.	Item	Grits	WG Bread	Enriched Dried Cereal	Flour Tortilla	Oatmeal WG Bread	Multigrain Pancakes	Biscuit
minimum daily) ≥50% WGR 12.5- 14 oz. eq./wk	Portion in oz. (Cooked cereal in cup measures)	1 Cup= 1oz G/B	loz= loz G/B	1 Cup= loz G/B	loz= loz G/B	1 Cup= 2oz G/B 2oz= 2oz G/B	4oz= 3ozG/B	2oz=2oz G/B
2 nd Grains/Whole Grains (If planned)	Item	Chees LS Sausage Patty	Ham Egg	Blueberry Muffin Yogurt	Egg	Peanut Butter	Cheese LF	Eggs
OR	Portion size or oz.	1oz= ½ oz 1 oz	1.22oz= 1oz 2oz	2oz 8oz	2oz	1 T	1oz= ½ oz	4oz.
Meat/Meat Alternate (If planned)	Contribution in oz.*	1.5 M/MA	3 M/MA	loz G/B, 2M/MA	2 M/MA	0.5 M/MA	0.5 M/MA	4 M/MA
Other Foods/Condiments	Item		Margarine		Salsa		Syrup	Margarine
(If planned)	Portion size or oz.		lt		IT		IT	ît .

Total Days: 7 Total Foods: 40

Avg. Daily Kcals: 566.137

Vitamins

Vitamin A (RE)

Beta-Carotene

Vitamin D (ug)

Vitamin E (mg)

Alpha-Tocopherol

Pyridoxine (Vitamin B6)

Cobalamin (Vitamin B12)

Vitamin C

Thiamin

Niacin

Biotin

Vitamin K

Riboflavin

Folate (Total)

Pantothenic Acid

Name:

Florida/S Caroline (residential) AMI Kids 2013-14 breakfast 1

Value

306.287 RE

186.482 µg

76.284 mg

4.125 µg

0.161 mg

2.286 mg

0.730 mg

1.226 mg

6.548 mg

0.630 mg

2.740 µg

15.758 µg

3.501 mg

7.169 µg

195.846 µg

Unit

Goal

60.000

10.000

20.000

1.500

1.700

2.000

6.000

20.000

400.000

300.000

10.000

80.000

%

*

*

127 %

41 %

1%

49 %

72 %

33 %

31 %

49 %

46 %

5%

35 %

9%

*

Nutrient Goal Template: DAILY VALUES/RDI - ADULT/CHILD

Macronutrients	Value	Unit	Goal	%
Kilocalories	566.137	kcal	2000.000	28 %
Protein	25.325	g	50.000	51 %
Carbohydrate	77.090	g	300.000	26 %
Fat, Total	18.096	g	65.000	28 %
Alcohol	0.000	g		+
Cholesterol	197.171	mg	300.000	66 %
Saturated Fat	6.240	g	20.000	31 %
Monounsaturated Fat	5.809	g		*
Polyunsaturated Fat	4.250	g		*
MFA 18:1, Oleic	5.433	g		*
PFA 18:2, Linoleic	3.273	g		*
PFA 18:3, Linolenic	0.260	g		*
PFA 20:5, EPA	0.002	g		*
PFA 22:6, DHA	0.017	g		*
Dietary Fiber, Total	4.074	g	25.000	16 %
Sugar, Total	39.665	g		•

Amino Acids	Value	Unit	Goal	%
Tryptophan	247.398	mg		*
Threonine	808.956	mg		*
Isoleucine	997.926	mg		*
Leucine	1785.496	mg		*
Lysine	1369.699	mg		*
Methionine	510.536	mg		*
Cystine	326.922	mg		*
Phenylalanine	1035.528	mg		*
Tyrosine	852.029	mg	•	*
Valine	1210.299	mg		*
Histidine	526.361	mg		*

2.00 0.50 1.00 0.50 0.00

1.00

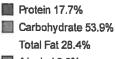
1.00

0.50

Minerals	Value	Unit	Goal	%
Sodium	598.216	mg	2400.000	25 %
Potassium	1021.221	mg	3500.000	29 %
Calcium	490.888	mg	1000.000	49 %
Iron	5.826	mg	18.000	32 %
Phosphorus	549.082	mg	1000.000	55 %
Magnesium	80.927	mg	400.000	20 %
Zinc	4.996	mg	15.000	33 %
Copper	0.239	mg	2.000	12 %
Manganese	0.675	mg	2.000	34 %
Selenium	40.227	μg	70.000	57 %
Chromium	0.017	mg	0.120	14 %
Molybdenum	18.803	μg	75.000	25 %

Percentage Of Kcals





Alcohol 0.0%

Tryptophan 247.398 mg	
Threonine 808.956 mg	
Isoleucine 997.926 mg	
Leucine 1785.496 mg	
Lysine 1369.699 mg	
Methionine 510.536 mg	
Cystine 326.922 mg	
Phenylalanine 1035.528 mg	
Tyrosine 852.029 mg	•
Valine 1210.299 mg	
Histidine 526.361 mg	
(* No Goal Value)	

Exchanges

Bread/Starch	
Fat	
Fruit	
Meat-High Fat	
Meat-Lean	
Meat-Medium Fat	
Milk-Skim	
Other Carbohydrate	

Total Days: 7 Total Foods: 42 Avg. Daily Kcals: 566.133

Vitamins

Name:

Florida/S Caroline (residential) AMI Kids 2013-14 2 breakfast

Value

Unit

Goal

%

Nutrient Goal Template: DAILY VALUES/RDI - ADULT/CHILD

Macronutrients	Value	Unit	Goal	%
Kilocalories	566.133	kcal	2000.000	28 %
Protein	24.027	g	50.000	48 %
Carbohydrate	84.015	g	300.000	28 %
Fat, Total	16.272	g	65.000	25 %
Alcohol	0.000	g		*
Cholesterol	148.645	mg	300.000	50 %
Saturated Fat	5.763	g	20.000	29 %
Monounsaturated Fat	5.602	g		+
Polyunsaturated Fat	2.934	g		+
MFA 18:1, Oleic	5.015	g		+
PFA 18:2, Linoleic	2.202	g		+
PFA 18:3, Linolenic	0.213	g		÷.
PFA 20:5, EPA	0.001	g		*
PFA 22:6, DHA	0.011	g		*
Dietary Fiber, Total	5.315	g	25.000	21 %
Sugar, Total	46.352	g		*

Amino Acids	Value	Unit	Goal	%
Tryptophan	207.278	mg		*
Threonine	682.155	mg		*
Isoleucine	826.958	mg		*
Leucine	1486.165	mg		*
Lysine	1195.133	mg		*
Methionine	423.600	mg		*
Cystine	228.220	mg		*
Phenylalanine	864.643	mg		*
Tyrosine	734.007	mg	•	
Valine	1043.520	mg		
Histidine	464.451	mg		

2.00 0.50 2.00 0.00 0.00

1.00

1.00

0.50

0.00

Vitamin A (RE)	387.991	RE		*
Beta-Carotene	599.575	μg		*
Vitamin C	89.622	mg	60.000	149 %
Vitamin D (ug)	3.736	μg	10.000	37 %
Vitamin E (mg)	3.032	mg	20.000	15 %
Alpha-Tocopherol	2.950	mg		*
Thiamin	0.755	mg	1.500	50 %
Riboflavin	1.186	mg	1.700	70 %
Niacin	6.759	mg	20.000	34 %
Pyridoxine (Vitamin B6)	0.753	mg	2.000	38 %
Folate (Total)	180.516	μg	400.000	45 %
Cobalamin (Vitamin B12)	2.728	μg	6.000	45 %
Biotin	13.123	μg	300.000	4 %
Pantothenic Acid	3.208	mg	10.000	32 %
Vitamin K	7.519	μg	000.08	9 %

Minerals	Value	Unit	Goal	9
Sodium	597.101	mg	2400.000	25 %
Potassium	1142.367	mg	3500.000	33 %
Calcium	474.579	mg	1000.000	47 %
Iron	5.902	mg	18.000	33 %
Phosphorus	529.513	mg	1000.000	53 %
Magnesium	101.839	mg	400.000	25 %
Zinc	4.878	mg	15.000	33 %
Соррег	0.275	mg	2.000	14 %
Manganese	0.826	mg	2.000	41 %
Selenium	33.048	μg	70.000	47 %
Chromium	0.013	mg	0.120	11 %
Molybdenum	17.880	μg	75.000	24 %

Percentage Of Kcals



Protein 16.6%
 Carbohydrate 58.1%
 Total Fat 25.3%
 Alcohol 0.0%

(* No Goal Value)

Exchanges

Bread/Starch
Fat
Fruit
Meat-High Fat
Meat-Lean
Meat-Medium Fat
Milk-Skim
Other Carbohydrate
Vegetable

Total Days: 7 Total Foods: 38

Avg. Daily Kcals: 601.932

Vitamins

Name:

Florida/S Caroline (residential) AMI Kids 2013-14 3 breakfast

Value

Unit

Goal

%

Nutrient Goal Template: DAILY VALUES/RDI - ADULT/CHILD

Macronutrients	Value	Unit	Goal	%
Kilocalories	601.932	kcal	2000.000	30 %
Protein	26.647	g	50.000	53 %
Carbohydrate	82.778	g	300.000	28 %
Fat, Total	19.132	g	65.000	29 %
Alcohol	0.000	g		*
Cholesterol	201.577	mg	300.000	67 %
Saturated Fat	6.210	g	20.000	31 %
Monounsaturated Fat	6.666	g		*
Polyunsaturated Fat	4.352	g		*
MFA 18:1, Oleic	5.924	g		*
PFA 18:2, Linoleic	3.449	g		*
PFA 18:3, Linolenic	0.229	g		*
PFA 20:5, EPA	0.002	g		*
PFA 22:6, DHA	0.017	g		*
Dietary Fiber, Total	4.904	g	25.000	20 %
Sugar, Total	44.440	g		*

Amino Acids	Value	Unit	Goal	%
Tryptophan	264.725	mg		
Threonine	915.333	mg		*
Isoleucine	1096.747	mg		*
Leucine	1952.524	mg		*
Lysine	1559.153	mg		*
Methionine	563.997	mg		*
Cystine	313.196	mg		*
Phenylalanine	1138.444	mg		*
Tyrosine	961.012	mg	•	*
Valine	1348.825	mg		*
Histidine	604.390	mg		*

2.50 0.50 1.50 0.00 0.00

1.00

1.00

0.50

Vitamin A (RE)	287.956	RE		
Beta-Carotene	126.598	рg		,
Vitamin C	90.705	mg	60.000	151 %
Vitamin D (ug)	4.204	рq	10.000	42 %
Vitamin E (mg)	0.374	mg	20.000	2 %
Alpha-Tocopherol	2.320	mg		
Thiamin	0.703	mg	1.500	47 %
Riboflavin	1.242	mg	1.700	73 %
Niacin	6.764	mg	20.000	34 %
Pyridoxine (Vitamin B6)	0.722	mg	2.000	36 %
Folate (Total)	187.161	μg	400.000	47 %
Cobalamin (Vitamin B12)	2.876	μg	6.000	48 %
Biotin	16.556	μg	300.000	6 %
Pantothenic Acid	3.668	mg	10.000	37 %
Vitamin K	5.248	μg	80.000	7 %

Vinerals	Value	Unit	Goal	%
Sodium	626.969	mg	2400.000	26 %
Potassium	1156.572	mg	3500.000	33 %
Calcium	509.350	mg	1000.000	51 %
Iron	5.864	mg	18.000	33 %
Phosphorus	599.838	mg	1000.000	60 %
Magnesium	97.997	mg	400.000	24 %
Zinc	5.408	mg	15.000	36 %
Copper	0.289	mg	2.000	14 %
Manganese	0.839	mg	2.000	42 %
Selenium	38.080	μg	70.000	54 %
Chromium	0.012	mg	0.120	10 %
Molybdenum	16.714	μg	75.000	22 %

Percentage Of Kcals





(* No Goal	Value)
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Exchanges

Bread/Starch	
Fat	
Fruit	
Meat-High Fat	
Meat-Lean	
Meat-Medium Fat	
Milk-Skim	
Other Carbohydrate	

*

Agreement #_____ Contact Name _____ Week One_

Grade Grouping 9-12

FBMP - Lunch: 8 fl. oz. Fluid Milk; 7 cups Fruits/wk; 7 cups Vegetables/wk (from the subgroups); 14-17 oz. eq. Grains/Breads per seven-day week (one half of offerings are whole grain-rich); 14-17 oz. Meat/Meat Alternate per week. Other specifications: Daily amount based on the weekly average: 750-850 calories; <10% of total calories from saturated fat; 0 grams trans fat per day.

Complete Milk Information Chart. Enter N/A for flavors not offered. If same choices offered every day, enter "SAME" for each menu. If choices change with menus, enter each choice offered.

Milk Ch	oices	Flavor	White	Chocolate	Strawberry	Other (specify)		
Two choices required Fat Free flavored or		Fat Content(s)	1% or Skim	N/A	N/A	N/A		
1% or less unflavore	d	Portion in fl. oz.	8 oz					
Components Week 1	Menu Item Name & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Milk		Unflavored	Unflavored	Unflavored	Unflavored	Unflavored	Unflavored	Unflavored
Meat/Meat Alternates	Item	Chicken Fajitas	Pork Chop	Chicken Parmesan	Beef Shepard's Pie	BBQ Chicken	Ground Beef Hoagie	Beef Stew
(2 oz/day minimum) 14-17oz. eq./wk	Portion size or oz.	2oz Chicken	2 oz Pork Chop	2 oz Chicken	2 oz Beef	2 oz Chicken	2 oz Beef	2oz Beef
2 nd Meat/Meat Alternates	Item			Mozzarelia Cheese			Cheese LF	
(If planned)	Portion size or oz.			1 oz=1/2 M/MA			1oz=1/2 M/MA	
	Contribution in oz.*	2 M/MA	2M/MA	2.5 M/MA	2M/MA	2M/MA	2.5 M/MA	2M/MA
Grains/Whole Grains ¹ (2 oz eq. minimum	Item	Flour Tortilla	Brown Rice	Enriched Spaghetti Noodles	Garlic Toast	WG Roll	WG Bun	Brown Rice
daily) ≥50% WGR 14-17oz. eq./wk	Portion in oz. ¹ Cooked pasta/rice in cups	2oz = 2 G/B	1Cup= 2 G/B.	1Cup=2 G/B	2oz = 2 G/B	2oz= 2 G/B	2oz=2 G/B	1Cup=2 G/B
2 nd Grains/Whole Grains	Item							
(If planned)	Portion in oz. ¹ Cooked pasta/rice in cups							
Fruits (1 c/day minimum)	Item	Pineapple	Apple Sauce	Banana, / medium	Strawberries	Pears	Grapes	Peach
~ ~ ~ ~	Portion in cups	1Cup	1Cup	3/4 Cup	1Cup	1Cup	1Cup	1Cup
2 nd Fruits (If planned)	Item		Mixed Melon	Apple Sauce				
× 4	Portion in cups		1Cup	½ Cup				

FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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Components Week 1	Menu Item Name & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Vegetables: (Dark Green ½ /wk)	Item			Romaine Salad	Romaine Salad			Romaine Salad
	Portion in cups			1Cup=1/2Cup	1Cup=1/2Cup			1Cup=1/2Cup
Vegetables: (Red/Orange	Item		Sweet Potatoes	Tomato Sauce			Baby Carrots	
1 ¼ c/wk)	Portion in cups		1Cup	4oz=1/2Gup			1Cup	
Vegetables: (Beans, Peas or	Item	Pinto Beans		19 19				
Legumes ¼ c/wk)	Portion size or oz.	1 C up				С. 19 Р. – С. –		
Vegetables: (Starchy ½ c/wk	Item		•		Mash potatoes	Potato Salad	Oven Baked Potato	
	Portion size or oz.				1/2 Cup	1/2 Cup= 3/8 Cup	1Cup	
Vegetables: (Other ³ / ₄	tem	Grilled Onions & Peppers	Green Beans			date et al.	Marine Marine	
c/wk)	Portion size or oz.	½ Cup	1Cup					
Vegetables: (Additional	Item					Green Beans	Onions & Peppers	Mixed Vegetables
3 ½ c/wk)	Portion in cups					গ C up	%Сир	½ Cup
Other Foods	Item							
	Portion in cups							
Condiments	Item	Salsa	Brown Gravy	Light Dressing	Light Dressing	Margarine		Light Dressing
	Portion size	1oz	1oz	1T	1T	1T		1T
	Item	Sour Cream FF	Margarine					
	Portion size	1T	1T					

FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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Note: *Contribution in oz. is the cooked amount. i.e., ¼ cup cooked dry beans or 1.34 oz. raw ground beef yields 1 oz. cooked beef and each provides 1 oz. M/MA. Add additional menu item pages as needed.

¹ Please use specific product weights rather than general weights from the USDA Grains/Breads Instruction.

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Note: FBMP = Food Based Meal Pattern, eq. = equivalent, c = cup, WGR = whole grain-rich.

Reminder: Sodium - Target I for SY 2014-2015 - Lunch ≤1230 mg (K-5); ≤1360 mg (6-8); ≤1420mg (9-12).

FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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Agreement # _____ Contact Name _____ Week Two

Grade Grouping 9-12

TBMP - Lunch: 8 fl. oz. Fluid Milk; 7 cups Fruits/wk; 7 cups Vegetables/wk (from the subgroups); 14-17 oz. eq. Grains/Breads per seven-day week (one half of offerings are whole grain-rich); 14-17 oz. Meat/Meat Alternate per week. Other specifications: Daily amount based on the weekly average: 750-850 calories; <10% of total calories from aturated fat; 0 grams trans fat per day.

Complete Milk Information Chart. Enter N/A for flavors not offered. If same choices offered every day, enter "SAME" for each menu. If choices change with menus, enter

Milk Ch	oices	Flavor	White	Chocolate	Strawberry	Other (specify)		
Two choices required Fat Free flavored or		Fat Content(s)	1%	N/A	N/A	N/A		
1% or less unflavored		Portion in fl. oz.	8 oz					
Components Week 2	Menu Item Name & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Milk		Unflavored	Unflavored	Unflavored	Unflavored	Unflavored	Unflavored	Unflavored
Meat/Meat Alternates	Item	Taco Salad	Spaghetti w/Meat Balls	Baked Cajun Fish	Country Fried Steak	LS Baked Ham	Pork	Chicken
(2 oz/day minimum) 14-17oz. eq./wk	Portion size or oz.	2.5 oz Ground Beef	2.5 oz Beef	2 oz Fish	2 oz Steak	2 oz Ham	2 oz Pork	2oz Chicken
2 nd Meat/Meat	Item	Cheese						
(II planned)	Portion size or oz.	0.5oz=1/4 M/MA						
	Contribution in oz.*	2.75 M/MA	2.5M/MA	2 M/MA	2M/MA	2M/MA	2 M/MA	2M/MA
Grains/Whole Grains ¹	Item	LS Tortilla Chips	WG Pasta	Brown Rice	WG Roll	Pasta	Brown Rice	WG Roll
(2 oz eq. minimum daily) ≥50% WGR 14-17oz. eq./wk	Portion in oz. ¹ Cooked pasta/rice in cups	20z = 2 G/B	1Cup= 2 G/B	1 Cup= 2 G/B	2oz= 2 G/B	1 Cup= 2 G/B	1 Cup= 2 G/B	2oz= 2 G/B
2 nd Grains/Whole	Item					Corn Bread		
Grains (If planned)	Portion in oz. ¹ Cooked pasta/rice in cups					1.2oz=1 G/B		
Fruits (1 c/day minimum)	Item	Mixed Melon	Pineapple	Pears	Banana, medium	Grapes	Pineapple	Peaches
	Portion in cups	1Cup	1Cup	1Cup	³ ⁄ ₄ Cup	1Cup	1Cup	1Cup
2 nd Fruits (If planned)	Item		Applesauce		Applesauce			Applesaucė
(11 hunten)	Portion in cups		½ Cup		½ Cup			1 Cup

FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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Components Week 1	Menu Item Name & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Vegetables: (Dark Groen ½ /wk)	Item	Romaine Lettuse				Collards		
	Porton in cups	2 Cup= 1Cup				1 Cap=1 Cap		
Vegetables: (Red/Orange	Item		Carrots and Tomato Sauce					Carrots, Glazed
1 % c/wk)	Portion in cups		1 Cup and ½ Cup					1 Cup
Vegetables: (Beans, Peas or	Item	Refried Beans		Red Kidney Beans		Black Eyed Peas		29. 29.
Legumes ¾ c/wk)	Portion size or oz.	½ Cup		1 Cup		1Cup		
Vegetables: (Starchy ½ c/wk	Item				Baked Potato			Mashed Potatoes
	Portion size or oz.		·		1 Cup			½ Cup
Vegetables: (Öther ¾	Item			Coleslaw			Stir Fry Vegetables	
c/wk)	Portion size or oz.			½ Cup = 3/8 th Cup			1 Cup	
Vegetables: (Additional	Item		Green Beans		Mixed Vegetables			
3 ½ c/wk)	Portion in cups		1 Cup		1 Cup		318 	
Other Foods	Item							
	Portion in cups							
Condiments	Item	Sour Cream FF			Sour Cream FF	Margarine	Egg Roll	
	Portion size	1T			1T	1t	1 item	
	Item	Salsa			Brown Gravy		Sweet Sour Sauce	Margarine
	Portion size	1 oz			1 oz		2 T	1T

Note: *<u>Contribution in oz</u>. is the <u>cooked</u> amount. i.e., ¼ cup cooked dry beans or 1.34 oz. raw ground beef yields 1 oz. <u>cooked</u> beef and each provides <u>1 oz.</u> M/MA. Add additional menu item pages as needed.

FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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¹ Please use specific product weights rather than general weights from the USDA Grains/Breads Instruction. Note: FBMP = Food Based Meal Pattern, eq. = equivalent, c = cup, WGR = whole grain-rich. Reminder: Sodium - Target I for SY 2014-2015 - Lunch ≤ 1230 mg (K-5); ≤ 1360 mg (6-8); ≤ 1420 mg (9-12).

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ATTACHMENT 7

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Agreement #____ Contact Name ____ Week Three_

Grade Grouping 9-12

FBMP - Lunch: 8 fl. oz. Fluid Milk; 7 cups Fruits/wk; 7 cups Vegetables/wk (from the subgroups); 14-17 oz. eq. Grains/Breads per seven-day week (one half of offerings are whole grain-rich); 14-17 oz. Meat/Meat Alternate per week. Other specifications: Daily amount based on the weekly average: 750-850 calories; <10% of total calories from saturated fat; 0 grams trans fat per day.

Complete Milk Information Chart. Enter N/A for flavors not offered. If same choices offered every day, enter "SAME" for each menu. If choices change with menus, enter each choice offered.

Milk Ch	oices	Flavor	White	Chocolate	Strawberry	Other (specify)		
Two choices required Fat Free flavored or		Fat Content(s)	1%	N/A	N/A	N/A		
1% or less unflavored		Portion in fl. oz.	8 oz					
Components Week 3	Menu Item Name & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Milk		Unflavored	Unflavored	Unflavored	Unflavored	Unflavored	Unflavored	Unflavored
Meat/Meat Alternates	Item	Beef Tacos	Chicken Stir Fry	Meatloaf	Pork Chop	Roast Chicken	BBQ Pork	Beef Tips
(2 oz/day minimum) 14-17oz. eq./wk	Portion size or oz.	2.5 oz Beef	2.5 oz Chicken	3 oz Meatloaf	2 oz Pork Chop	2 oz Chicken	2 oz Pork	2oz Beef
2 nd Meat/Meat Alternates	Item	Cheese						
(If planned)	Portion size or oz.	0.5oz=1/4 M/MA						
	Contribution in oz.*	2.75 M/MA	2.5M/MA	3 M/MA	2M/MA	2M/MA	2 M/MA	2M/MA
Grains/Whole Grains ¹	Item	Taco Shells	Brown Rice	Garlic Toast	Corn Bread	Brown Rice	WG Roll	WG Roll
(2 oz eq. minimum daily) ≥50% WGR 14-17oz. eq./wk	Portion in oz. ¹ Cooked pasta/rice in cups	20z = 2 G/B	1Cup=2 G/B	20z=2 G/B	2.4oz= 2 G/B	1 Cup= 2 G/B	2oz= 2 G/B	20z= 2 G/B
2 nd Grains/Whole Grains	Item							
(If planned)	Portion in oz. ¹ Cooked pasta/rice in cups							
Fruits (1 c/day minimum)	Item	Pineapple	Peaches	Grapes	Applesauce	Mixed Melon	Watermelon	Banana, medium
	Portion in cups	1Cup	1Cup	1Cup	1Cup	1Cup	1Cup	¾ Cup
2 nd Fruits (If planned)	Item							Applesaucè
IT humon	Portion in cups							½ Cup

FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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Components Week 1	Menu Item Name & Info	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Vegetables: (Dark Groen ½ /wk)	<u>litem</u>	Romaino Laimee				Colluris		Romaine Lettuce
	Position in oups	1/2 Сцр= % Сцр				1 Cup		1 Cup= ½ Cup
Vegetables: (Red/Orange	Item	Tomato			Sweet Potato			Carrots
1 ¼ c/#k)	Portion in cups	½ Cup			1 Cup			½ Cup
Vegetables: (Beans, Peas or	Item	Refried Beans				Red Kidney Beans		Peas
Legumes % c/wk)	Portion size or oz.	½ Cup				1Cup		½ Cup
Vegetables: (Starchy ½ c/wk	Item			Mashed Potatoes			Baked Potato Corn	Mashed Potatoes
	Portion size or oz.			1 Cup			1 Cup 1 Cup	½ Cup
Vegetables: (Other ¾	Item		Stir Fry Vegetables	Mixed Vegetables	Green Beans		Coleslaw	
c/wk)	Portion size or oz.		1 Cup	1 Cup	1 Cup		1 Cup=¾ Cup	
Vegetables: (Additional	Item							
3 ½ c/wk)	Portion in cups							
Other Foods	Item		Veg. Egg Roll	Tomato Gravy	The second se	nationshipting and sensitivity with herein	Received Multing, Canada - 2 El Langer Anna	Balanter, serve la 2001, solo solo solo solo da Santa
	Portion in cups		1 item (2.2oz)	loz				
Condiments	Item			n n n	Margarine	Brown Gravy	Margarine	Brown Gravy Light Dressing
	Portion size				1t	1T	IT	1T 1T
	Item	Salsa					BBQ Sauce	Margarine
	Portion size	1/4 Cup					1T	2t

Note: *Contribution in oz. is the cooked amount. i.e., ¼ cup cooked dry beans or 1.34 oz. raw ground beef yields 1 oz. cooked beef and each provides 1 oz. M/MA. Add additional menu item pages as needed.

FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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¹ Please use specific product weights rather than general weights from the USDA Grains/Breads Instruction. Note: FBMP = Food Based Meal Pattern, eq. = equivalent, c = cup, WGR = whole grain-rich. Reminder: Sodium - Target I for SY 2014-2015 - Lunch ≤1230 mg (K-5); ≤1360 mg (6-8); ≤1420mg (9-12).

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FBMP, Lunch, Grade 9-12, 7 Day, Rev. 9/2013

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Total Days: 7 Total Foods: 61

Avg. Daily Kcals: 802.787 Name: Florida/S

Vitamins

Florida/S Caroline (residential) AMI Kids 2013-14 1 lunch

Value

Unit

Goal

%

Nutrient Goal Template: DAILY VALUES/RDI - ADULT/CHILD

Macronutrients	Value	Unit	Goal	%
Kilocalories	802.787	kcal	2000.000	40 %
Protein	38.208	g	50.000	76 %
Carbohydrate	119.049	g	300.000	40 %
Fat, Total	21.450	g	65.000	33 %
Alcohol	0.000	g		+
Cholesterol	63.898	mg	300.000	21 %
Saturated Fat	6.889	g	20.000	34 %
Monounsaturated Fat	7.572	g		*
Polyunsaturated Fat	4.722	g		*
MFA 18:1, Oleic	7.033	g		+
PFA 18:2, Linoleic	4.172	g		+
PFA 18:3, Linolenic	0.476	g		*
PFA 20:5, EPA	0.002	g		*
PFA 22:6, DHA	0.006	g		*
Dietary Fiber, Total	14.790	g	25.000	59 %
Sugar, Total	42.247	g		*

Amino Acids	Value	Unit	Goal	%
Tryptophan	391.834	mg		*
Threonine	1324.641	mg		*
Isoleucine	1538.346	mg		*
Leucine	2632.625	mg		*
Lysine	2377.639	mg		*
Methionine	744.781	mg		*
Cystine	375.029	mg		*
Phenylalanine	1551.774	mg		+
Tyrosine	1191.258	mg	•	*
Valine	1802.395	mg		*
Histidine	971.062	mg		*

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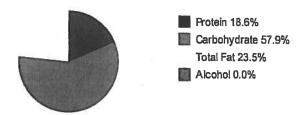
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		_		
Vitamin A (RE)	917.979	RE		*
Beta-Carotene	3332.110	μg		*
Vitamin C	70.436	mg	60.000	117 %
Vitamin D (ug)	3.056	μg	10.000	31 %
Vitamin E (mg)	0.210	mg	20.000	1 %
Alpha-Tocopherol	2.785	mg		*
Thiamin	0.707	mg	1.500	47 %
Riboflavin	0.994	mg	1.700	58 %
Niacin	10.140	mg	20.000	51 %
Pyridoxine (Vitamin B6)	1.087	mg	2.000	54 %
Folate (Total)	206.132	μg	400.000	52 %
Cobalamin (Vitamin B12)	1.915	μg	6.000	32 %
Biotin	9.193	μg	300.000	3 %
Pantothenic Acid	2.491	mg	10.000	25 %
Vitamin K	52.495	μg	80.000	66 %

Minerals	Value	Unit	Goal	9
Sodium	682.275	mg	2400.000	28 %
Potassium	1672.613	mg	3500.000	48 %
Calcium	522.124	mg	1000.000	52 %
Iron	5.449	mg	18.000	30 %
Phosphorus	711.675	mg	1000.000	71 %
Magnesium	170.464	mg	400.000	43 %
Zinc	4.948	mg	15.000	33 %
Copper	0.585	mg	2.000	29 %
Manganese	2.098	mg	2.000	105 %
Selenium	52.327	μg	70.000	75 %
Chromium	0.030	mg	0.120	25 %
Molybdenum	38.528	μg	75.000	51 %

Percentage Of Kcals



(* No Goal Value)

Exchanges

4

Bread/Starch
Fat
Fruit
Meat-Lean
Meat-Medium Fat
Meat-Very Lean
Milk-Skim
Other Carbohydrate
Vegetable

Dama it at it

Total Days: 7 Total Foods: 57

Avg. Daily Kcals: 797.799

Vitamins

Name:

Florida/S Caroline (residential) AMI Kids 2013-14 2 lunch

Value

Unit

Goal

%

Nutrient Goal Template: DAILY VALUES/RDI - ADULT/CHILD

Macronutrients	Value	Unit	Goal	%
Kilocalories	797.799	kcal	2000.000	40 %
Protein	36.919	g	50.000	74 %
Carbohydrate	121.189	g	300.000	40 %
Fat, Total	20.399	g	65.000	31 %
Alcohol	0.000	g		*
Cholesterol	62.315	mg	300.000	21 %
Saturated Fat	6.143	g	20.000	31 %
Monounsaturated Fat	7.054	g		*
Polyunsaturated Fat	5.068	g		*
MFA 18:1, Oleic	6.500	g		*
PFA 18:2, Linoleic	4.529	g		*
PFA 18:3, Linolenic	0.470	g		*
PFA 20:5, EPA	0.012	g		*
PFA 22:6, DHA	0.017	g		*
Dietary Fiber, Total	17.611	g	25.000	70 %
Sugar, Total	43.858	9		*

Amino Acids	Value	Unit	Goal	%
Tryptophan	340.411	mg		ŵ
Threonine	1272.734	mg		*
Isoleucine	1416.386	mg		*
Leucine	2481.359	mg		*
Lysine	2138.806	mg		*
Methionine	673.781	mg		*
Cystine	376.214	mg		*
Phenylalanine	1430.419	mg		*
Tyrosine	1081.574	mg	•	*
Valine	1667.446	mg		*
Histidine	894.413	mg		*

4.50 1.00 2.00 0.50 1.00

0.50

1.00

0.00

1.50

Vitamin A (RE)	1417.115	RE		*
Beta-Carotene	6350.285	μg		*
Vitamin C	50.316	mg	60.000	84 %
Vitamin D (ug)	2.802	μg	10.000	28 %
Vitamin E (mg)	0.148	mg	20.000	1 %
Alpha-Tocopherol	2.792	mg		*
Thiamin	0.661	mg	1.500	44 %
Riboflavin	0.933	mg	1.700	55 %
Niacin	8.683	mg	20.000	43 %
Pyridoxine (Vitamin B6)	0.974	mg	2.000	49 %
Folate (Total)	188.402	μg	400.000	47 %
Cobalamin (Vitamin B12)	1.958	μg	6.000	33 %
Biotin	8.457	μg	300.000	3 %
Pantothenic Acid	2.217	mg	10.000	22 %
Vitamin K	96.244	μg	80.000	120 %

Minerais	Value	Unit	Goal	%
Sodium	692.630	mg	2400.000	29 %
Potassium	1699.665	mg	3500.000	49 %
Calcium	517.163	mg	1000.000	52 %
Iron	5.891	mg	18.000	33 %
Phosphorus	681.696	mg	1000.000	68 %
Magnesium	179.145	mg	400.000	45 %
Zinc	5.591	mg	15.000	37 %
Copper	0.672	mg	2.000	34 %
Manganese	2.517	mg	2.000	126 %
Selenium	51.840	μg	70.000	74 %
Chromium	0.023	mg	0.120	19 %
Molybdenum	25.784	μg	75.000	34 %

Percentage Of Kcals



Protein 18.1%
 Carbohydrate 59.4%
 Total Fat 22.5%
 Alcohol 0.0%

(* No Goal Value)

.

Exchanges Bread/Starch

orougio(droit)
Fat
Fruit
Meat-Lean
Meat-Medium Fat
Meat-Very Lean
Milk-Skim
Other Carbohydrate
Vegetable
-

Total Days: 7 Total Foods: 57

Avg. Daily Kcais: 782.577

Vitamins

Vitamin A (RE)

Beta-Carotene

Vitamin D (ug)

Vitamin E (mg)

Vitamin C

Name:

Florida/S Caroline (residential) AMI Kids 2013-14 3 lunch

Value

1265.415 RE

6168.522 µg

54.556 mg

2.751 µg

0.194 mg

Unit

Goal

60.000

10.000

20.000

%

*

91 %

28 %

1%

Nutrient Goal Template: DAILY VALUES/RDI - ADULT/CHILD

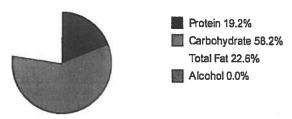
Macronutrients	Value	Unit	Goal	%
Kilocalories	782.577	kcal	2000.000	39 %
Protein	38.491	g	50.000	77 %
Carbohydrate	116.960	g	300.000	39 %
Fat, Total	20.216	g	65.000	31 %
Alcohol	0.000	g		. *
Cholesterol	65.569	mg	300.000	22 %
Saturated Fat	5.941	g	20.000	30 %
Monounsaturated Fat	7.505	g		*
Polyunsaturated Fat	4.628	g		*
MFA 18:1, Oleic	6.693	g		*
PFA 18:2, Linoleic	4.099	g		*
PFA 18:3, Linolenic	0.386	g		*
PFA 20:5, EPA	0.002	g		*
PFA 22:6, DHA	0.005	g		*
Dietary Fiber, Total	16.827	g	25.000	67 %
Sugar, Total	42.474	9		*

Amino Acids	Value	Unit	Goal	%
Tryptophan	388.248	mg		*
Threonine	1443.575	mg		+
Isoleucine	1626.111	mg		*
Leucine	2819.663	mg		*
Lysine	2535.270	mg		*
Methionine	795.885	mg		*
Cystine	388.509	mg		*
Phenylalanine	1600.068	mg		*
Tyrosine	1263.739	mg	•	*
Valine	1887.646	mg		*
Histidine	1040.015	mg		*

Alpha-Tocopherol 2.277 mg Thiamin 1.500 48 % 0.716 mg Riboflavin 0.886 1.700 52 % mg Niacin 10.059 mg 20.000 50 % Pyridoxine (Vitamin B6) 0.992 mg 2.000 50 % 187.253 µg Folate (Total) 400.000 47 % Cobalamin (Vitamin B12) 1.716 µg 6.000 29 % **Biotin** 9.963 µg 300.000 3% Pantothenic Acid 2.698 mg 10.000 27 % Vitamin K 184.651 µg 80.000 231 %

Minerals	Value	Unit	Goal	%
Sodium	564.090	mg	2400.000	24 %
Potassium	1636.235	mg	3500.000	47 %
Calcium	475.256	mg	1000.000	48 %
Iron	5.621	mg	18.000	31 %
Phosphorus	656.544	mg	1000.000	66 %
Magnesium	176.522	mg	400.000	44 %
Zinc	5.234	mg	15.000	35 %
Copper	0.617	mg	2.000	31 %
Manganese	2.049	mg	2.000	102 %
Selenium	42.625	μg	70.000	61 %
Chromium	0.021	mg	0.120	17 %
Molybdenum	22.858	μg	75.000	30 %

Percentage Of Kcals



(* No Goal Value)

Exchanges

Bread/Starch	4.50
Fat	1.50
Fruit	1.50
Meat-Lean	0.00
Meat-Medium Fat	1.00
Meat-Very Lean	1.00
Milk-Skim	1.00
Other Carbohydrate	0.00
Vegetable	1.50

DIET ORDER ANNUAL Medical Statement for Students With Special Nutritional Needs

Part I (Completed by Parent or Guardian)-Please PRINT

Name of Student (Last)	(First)	(MI)				
Date of Birth/ / Ag	ge Student TD #	•				
School Attended by Student	Grade:	School Year: 20 to 20				
Will student eat Breakfast at School? 🗆 Yes, 🗆 No / Lunch at School? 🗆 Yes, 🗔 No / After School Program? 🗇 Yes, 🗇 No						
Name of Parent/Guardian	Signature	3				
Mailing Address	City	State Zip				
Parent /Guardian's Phone Number(s): (),()	,(), Work Cell				

Part II (Completed by Licensed Medical Doctor (MD) treating student)-Please PRINT

Student's Diagnosis:

Regu	MD indicate which dietary modification the patient needs and be made. Check ☑ all that Apply. □ Texture Modification: □ Pureed □ Ground □ Chopped	_
	 Nutrient Modification: (cholesterol, sodium, gluten, etc.): Lactose Intolerance: No milk to drink Avoid all dairy milk Diabetic (Please indicate grams of CHO at breakfast and lu Food Allergies: ingestion Contact inhalation List foods to be avoided: 	products 🗋 Juice in place of
	MD Name: MD Signature:	Medical Office Stamp:
Part III (Phone Number: Date: (Completed by School Food Service Personnel)	

School Food Service Notes:



B. Administrative and Financial Capability

1. Financial Assurance

AMIkids, Inc. Structure and Relationship to the Local Programs

The ultimate responsibility of the community-based national AMIkids organization belongs to 600+ volunteer members of the Board of Trustees who provide oversight and guidance to the programs and fund- and friend-raise in the local communities. AMIkids, Inc., a service provider to the individually incorporated programs, has an impressive history of providing **comprehensive** services and oversight to each local program that include, but are not limited to:

- 1. **Finance:** budgeting, accounting services, financial analysis, financial reporting, financial training, guarantee on bank loans, managing and coordinating outside audit services, pension plan management
- 2. Administration: committee meetings, annual board meetings, contract development, contract negotiations, group 501(c)(3) status, incorporation process, legal help, licensing, policy development, program marketing and development, legal compliance
- 3. **Operations:** training/development, compliance/evaluation, emergency staffing, state and federal liaison, experiential event services, operational statistics, operational guidelines, safety training/monitoring, student information system (SIS), NSLP reporting, implementation/oversight program services and the AMIkids Personal Growth Model[©]
- 4. **Resource Development:** donations, fundraising, donation management, grant writing, fundraising training
- 5. **Communications:** marketing materials, media and public relations support, web development, social media, crisis communications, training
- 6. **Information Technology:** network installation, training, troubleshooting and support, network maintenance, purchasing, system analysis and design, Erate funding
- 7. **Support Services/Human Resources:** worker's compensation program, benefits management, compensation guidelines and policies, employee handbook, insurance administration, risk management, wage and hour compliance
- 8. Internal Audit: internal/special audits/investigations, collaborates with external auditors

AMIkids, Inc. employs comprehensive fiscal management policies, procedures and manuals to assure the safeguarding of all funds, public or private. The AMIkids' **Finance Manual** outlines the processes and controls necessary to ensure compliance with *Generally Accepted Accounting Principles* and to safeguard company assets and public funds. The *Manual* addresses procedures and controls related



to: Bank Accounts, Student Accounts, Accounts Receivable, Cash Receipt, Accounts Payable, Donations, Fixed Assets, Review of Financial Statements, Cash Forecasting, Equipment Contracts, and Record Retention. It is imperative that the Executive Director, Business Manager, Administrative Assistants, and anyone responsible for the financial management of the program thoroughly review and understand the controls. Some of the major controls outlined in the Manual include:

- Segregation of duties in cash the collection and payment processes
- Board approval of new bank accounts
- Executive Director approval of all payments to vendors and employees
- Board approval of non-routine purchases and lease agreements over \$2,500
- Payments from original invoices only and not from statements, copies, etc.
- Maximum credit limits on credit cards and house accounts
- Annual inventory of fixed assets
- Process for receiving and reporting noncash donations and ensuring compliance with tax requirements

In addition to the controls outlined in the Finance Manual, other fiscal controls include:

- 1. Budgeting and Monitoring: Each program prepares a budget annually, which includes operating revenue and expense, capital needs, and financing activities. The budgets are reviewed and approved by the Regional Manager and the local Board. In addition, each program receives monthly financial statements and a snapshot report that highlights key issues and explains budget variances. The *statements* are discussed at each local board meeting.
- 2. Fundraising Best Practices and Controls: policy outlines procedures related to collecting, counting, depositing, paying vendors, and IRS reporting. The Policy is available on the AMIkids Intranet (under Resource Development).
- **3. Related Party Policy:** policy ensures that transactions between employees, entities controlled by employees, board members, and employees of vendors have proper documentation that they are at arms' length and are based on fair value. The Policy is available on the AMIkids Intranet (Accounting).
- **4. Gift Acceptance Policy:** provides guidance for acceptance and subsequent disposition of donated cash, securities, land and real estate, boats and vehicles, and tangible personal property. The Policy is available on the AMIkids Intranet (under Resource Development).

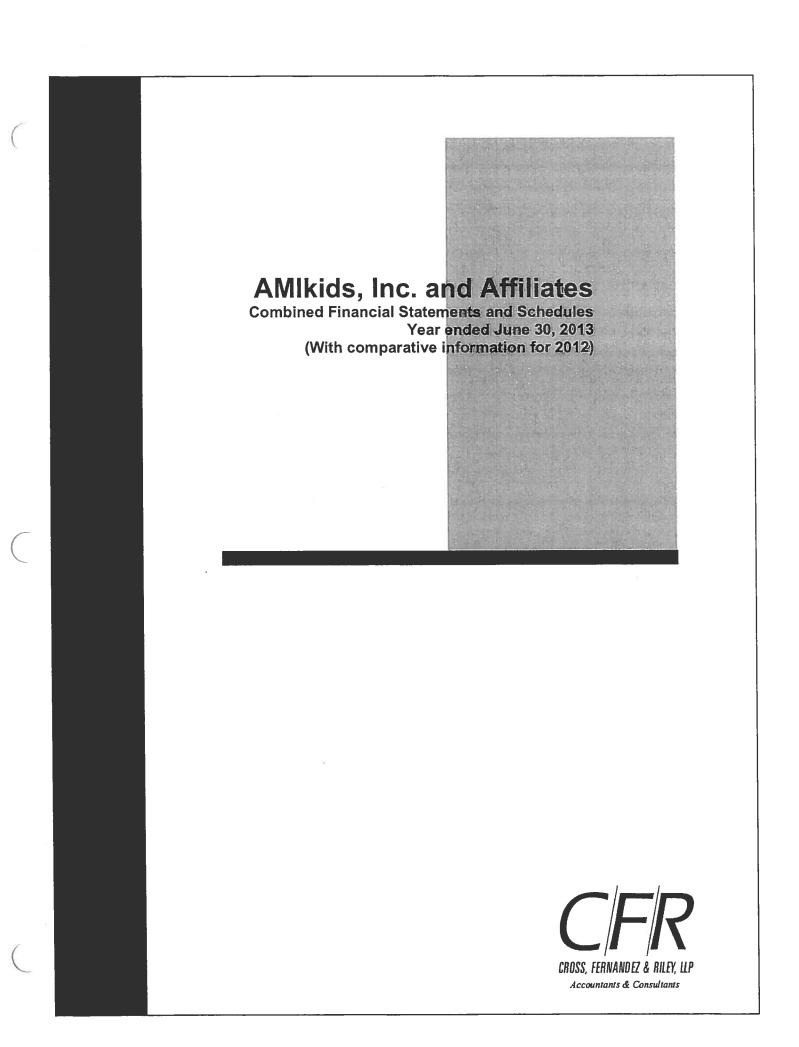
Internal and External Audits:

AMIkids Internal Audit conducts audits of the program based on risk, but at least every 3 years. AMIkids Internal Audit operates independently of management and reports to the AMIkids Audit Committee and administratively to the AMIkids CEO. Reports are issued on the results of the internal audit, and management is required to submit corrective action plans within 10 days of



issuance of the report. The report and management's response are submitted to the program's Board of Trustees, Executive Management of AMIkids, Inc., and to the AMIkids Audit Committee quarterly as warranted.

Additionally, each program is audited, reviewed, or compiled by an independent accountant authorized by the AMIkids Audit Committee, which is made up of independent financial professionals. This report is distributed to the local Board of Directors.



AMIkids, Inc. and Affiliates

Index Year ended June 30, 2013 (With comparative financial information for 2012)

Page(s)
Independent Auditors' Report
Financial Statements
Combined Statement of Financial Position
Combined Statement of Activities
Combined Statement of Functional Expenses
Combined Statement of Cash Flows
Notes to Combined Financial Statements
Supplementary Information
Independent Auditors' Report on Supplementary Information
Combining Schedule I - Statement of Financial Position Information
Combining Schedule II- Statement of Activities Information
Schedule III – Public Support and Revenue Information



Independent Auditors' Report

Board of Trustees AMIkids, Inc.

We have audited the accompanying financial statements of AMIkids, Inc. and Affiliates (the "Organization"). which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AMIkids, Inc. and Affiliates as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the AMIkids, Inc. and Affiliates 2012 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 18, 2012. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Cross, Fernandez & Riley, LLP

Certified Public Accountants

Tampa, Florida September 17, 2013

201 S. Orange Avenue, Suite 800 • Orlando, FL 32801 • 407-841-6930 • Fax: 407-841-6347 Lakeland • Tampa • Winter Haven www.cfrcpa.com

AMIkids, Inc. and Affiliates Combined Statement of Financial Position

Combined Statement of Financial Position June 30, 2013

(With comparative financial information for 2012)

	 2013		2012
Assets			
Cash and Cash Equivalents	\$ 6,917,680	\$	9,029,385
Investments	8,255,320		8,201,903
Accounts Receivable:			
Funding Agencies	4,321,290		4,903,497
Other, net of allowances of \$0 and \$349,250 as of			
June 30, 2013 and 2012, respectively	667,035		562,860
Prepaid Expenses and Other Assets	1,587,305		1,485,161
Assets Held for Sale	2,051,295		732,360
Boat Inventory	1,822,460		2,902,069
Boats under Lease	5,737,691		6,289,386
Property and Equipment, Net	11,530,303		15,885,230
	\$ 42,890,379	\$	49,991,851
Liabilities and Net Assets			
Liabilities:			
Lines of Credit	\$ 1,103,000	\$	940
Accounts Payable	1,479,858		969,376
Accrued Expenses	8,551,312		7,851,673
Accrued Pension	2,898,863		1,352,664
Deferred Revenues	654,091		736,179
Security Deposits	1,600,746		1,557,141
Notes Payable	 2,448,489		3,731,828
Total Liabilities	 18,736,359		16,199,801
Net Assets:			
Unrestricted	21,847,275		30,636,646
Temporarily Restricted	2,249,655		2,998,314
Permanently Restricted	 57,090		157,090
Total Net Assets	24,154,020		33,792,050
	\$ 42,890,379	\$	49,991,851

AMIkids, Inc. and Affiliates Combined Statement of Activities

Year ended June 30, 2013

(With summarized financial information for 2012)

				Tot	als
	Unrestricted	Temporarily restricted	Permanently restricted	2013	2012
Public support and revenue:					
State support:					
Florida	\$ 15,258,444	\$ -	\$ -	\$ 15,258,444	\$ 20,097,838
South Carolina	8,217,969	-	-	8,217,969	8,217,944
Louisiana	1,569,156	· -	-	1,569,156	5,204,079
Georgia	1,298,359	-	-	1,298,359	5,717,303
Texas	535,166	-	-	535,166	597,613
North Carolina	1,469,399	-	-	1,469,399	1,316,050
Federal support	7,209,016	64	-	7,209,016	9,994,092
Regional funds	10,423,154	-	-	10,423,154	13,511,436
Contributions	1,239,792	2,643,123	-	3,882,915	2,007,206
Total public support	47,220,455	2,643,123	-	49,863,578	66,663,561
Revenue:					
Boat program	4,763,821	-	-	4,763,821	5,318,166
Investment income	290,678	1,550	-	292,228	136,254
Other	1,688,859	-		1,688,859	723,825
Total revenue	6,743,358	1,550	-	6,744,908	6,178,245
Net assets released from restrictions	3,393,332	(3,393,332)	-	-	-
Total public support and revenue	57,357,145	(748,659)		56,608,486	72,841,806
Expenses:					
Program services	51,656,294	-	-	51,656,294	61,389,242
Management and general	10,025,128	-	-	10,025,128	9,696,255
Fundraising	321,773	-	-	321,773	545,302
Boat program	4,243,321		-	4,243,321	5,000,633
Total expenses	66,246,516	-		66,246,516	76,631,432
Change in net assets	(8,889,371)	(748,659)	-	(9,638,030)	(3,789,626
Net assets, beginning of year	30,636,646	2,998,314	157,090	33,792,050	37,581,676
Transfer of net assets	100,000	-	(100,000)		
Net assets, end of year	\$ 21,847,275	\$ 2,249,655	\$ 57,090	\$ 24,154,020	\$ 33,792,050

AMIkids, Inc. and Affiliates Combined Statement of Functional Expenses Year ended June 30, 2013

(With summarized financial information for 2012)

Total Management Total Totals Program and Fund Boat Support Services general Raising Program Services 2013 2012 Salaries \$ 26,854,267 \$ 3,246,781 \$ 166,191 \$ 401,217 \$ 3,814,189 \$ 30,668,456 \$ 38,011, Employee benefits and payroll taxes ¹ 8,367,316 1,821,372 30,385 128,895 1,980,652 10,347,968 11,444, Commissions	
Salaries Services general Raising Program Services 2013 2012 Salaries \$ 26,854,267 \$ 3,246,781 \$ 166,191 \$ 401,217 \$ 3,814,189 \$ 30,668,456 \$ 38,011, Employee benefits and payroll taxes ¹ 8,367,316 1,821,372 30,385 128,895 1,980,652 10,347,968 11,444,	
Salaries \$20,004,207 \$3,210,701 \$100,701	
payroll taxes 8,367,316 1,821,372 30,385 128,895 1,980,652 10,347,968 11,444	,600
payroll taxes 8,507,510 1,621,572 55,500 (14,000 614,000 880	
Commissions	-
Travel 1,027,527 370,998 30,471 88,532 490,001 1,517,528 1,442	
Conferences and training 958,502 64,732 2,147 688 67,567 1,026,069 1,135.	
Books and publications 24,413 33,995 15,868 2,023 51,886 76,299 78,	,386
Rent and utilities 2,433,799 143,604 - 12,350 155,954 2,589,753 3,009,	,560
Insurance ² 3,178,806 (316,882) - 203,916 (112,966) 3,065,840 1,814	,696
Telephone 756,358 133,062 4,084 16,550 153,696 910,054 1,063	,984
Professional fees 421,332 1,054,483 34,509 73,593 1,162,585 1,583,917 1,891.	,614
Postage - 124,483 - 1,978 126,461 126,461 160	,817
Student supplies and training 3,086,225 291,166 17,436 30,042 338,644 3,424,869 4,647	,597
	,555
Equipment and maintenance 1,835,795 396,179 - 633,445 1,029,624 2,865,419 3,819	,663
Equipment and maintenance - 22,816 - 58,593 81,409 81,409 147.	,476
	,803
Interest 156,765 99,256 - 31,047 130,303 287,068 308	,889
Depreciation and amortization 2,007.947 171,298 - 63,308 234,606 2,242,553 2,741.	,071
Amortization of boats on charter 1,777,805 1,777,805 2,089	,332
Impairment and other expenses $367,044$ $1,975,861$ 21 $13,559$ $1,989,441$ $2.356,485$ $1,119$,840
Total Expenses \$ 51,656,294 \$ 10,025,128 \$ 321,773 \$ 4,243,321 \$ 14,590,222 \$ 66,246,516 \$ 76,631	

¹Management and general includes \$625,000 of workers compensation expense due to actuarial increases in prior year claims

²Management and general includes \$365,000 of reduction in vehicle insurance expense due to actuarial reduction in prior year claims cost

AMIkids, Inc. and Affiliates

Combined Statement of Cash Flows

Year ended June 30, 2013

(With comparative financial information for 2012)

		2013		2012
Cash flows from operating activities:	•	(0. (20. 020)	¢	(2 700 (2()
Change in net assets	\$	(9,638,030)	\$	(3,789,626)
Adjustments to reconcile change in net assets to net				
cash provided by (used in) operating activities:		2 2 4 2 5 5 2		2 741 071
Depreciation and amortization		2,242,553		2,741,071
Net (Gain) Loss on disposal/impairment of property and equipment		989,539		527,979
Donated property and equipment		(163,355)		(123,440)
Realized and unrealized gains on investments		(178,272)		(20,824)
Other loss		106,220		-
Uncollectible pledge expense		-		349,250
(Increase) decrease in:		450.030		(10(270)
Accounts receivable		478,032		(186,370)
Prepaid expenses and other assets		(102,144)		(177,928)
Boat Inventory		1,079,609		138,000
Boats under Lease		551,695		831,709
Restricted investments		100,000		-
Increase (decrease) in:				
Accounts payable		510,482		(472,394)
Accrued expenses		699,639		86,133
Accrued pension		1,546,199		(28,270)
Deferred revenues		(608,364)		3,117
Security deposits		43,605		(138,029)
Net cash provided by (used in) operating activities		(2,342,592)		(259,622)
Cash flows from investing activities:				
Purchases of property and equipment		(749,883)		(1,344,142)
Proceeds from sale of property and equipment		1,373,304		26,592
Proceeds from sale of investments		6,819,550		9,274,083
Purchases of investments		(6,794,695)		(8,221,750)
Net cash provided by (used in) investing activities		648,276		(265,217)
Cash flows from financing activities:				
Net (repayments) borrowings on lines of credit		1,102,060		(533)
Proceeds from new borrowings from third parties		36,000		200,000
Payments on notes payable		(1,555,449)		(467,888)
Net cash used in financing activities		(417,389)		(268,421)
Net increase (decrease) in cash and cash equivalents		(2,111,705)		(793,260)
Cash and cash equivalents at beginning of year		9,029,385		9,822,645
Cash and cash equivalents at end of year	\$	6,917,680	\$	9,029,385
Cash paid for interest	\$	287,068	\$	354,750
Supplemental disclosure of noncash investing and financing activities:		·····		
Financed purchases of property and equipment	\$	129,890	\$	108,539
Other noncash additions of property and equipment		526,276		385,984

1. Summary of Significant Accounting Policies

Organization

AMIkids, Inc. and affiliated member institutes and schools, non-profit corporations (collectively referred to as "AMIkids" or the "Organization"), are engaged in the rehabilitation of delinquent youth by providing education, treatment and behavior modification as components of the AMIkids Personal Growth Model. These services are performed by AMIkids through over sixty affiliated, but independently governed member institutes and schools located in Florida, South Carolina, North Carolina, Louisiana, Virginia, Georgia, Texas, and New Mexico. AMIkids' operating funds are primarily generated from state and federal contracts, local funding, contributions and boat program operations. AMIkids, Inc. executes the majority of contracts, collects funds, coordinates the operations, and manages the record keeping of these member institutes and schools.

As part of the combined group, the AMIkids Foundation, Inc. supports the group in raising funds and investment management.

Continued operation of AMIkids' rehabilitation programs is dependent on funding from state, federal and local agencies.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from such estimates and such differences could be material.

Basis of Presentation

The combined financial statements include the accounts of AMIkids, Inc., AMIkids Foundation, Inc., and affiliated member institutes and schools. All significant intercompany balances and transactions have been eliminated. The accompanying combined financial statements are presented on the accrual basis of accounting. Assets are presented in the accompanying combined statement of financial position according to their nearness of conversion to cash, and liabilities according to the nearness of their maturity and resulting use of cash.

Unrestricted net assets consist of amounts that are available for use in carrying out the activities of AMIkids. Temporarily restricted net assets represent those amounts which are not available until future periods or are donor restricted for specific purposes. Permanently restricted net assets result from gifts and bequests from donors who place restrictions on the use of the funds which mandate that the original principal be invested in perpetuity.

Cash and Cash Equivalents

Cash and cash equivalents represent cash and highly liquid investments with original maturities of three months or less.

Cash is maintained in bank deposit accounts, which at times may exceed federally insured limits. AMIkids believes it is not exposed to any significant credit risk in these accounts.

Investments and Investment Income

Investments are recorded at cost at the time of purchase. Donated securities are recorded at fair value at the time of donation. Subsequent changes in fair value, regardless of how an investment is obtained, are determined based on quoted market prices, and values provided by the investment sponsors, and are recorded as unrealized gains and losses. Net appreciation (depreciation) of investments reflects the net realized and unrealized gains and losses of investments during the reporting period. Interest and dividends are recorded as earned. Dispositions of securities are reflected in the combined financial statements as of the trade date.

Accounts Receivable

Accounts receivable consists primarily of receivables from federal and state agencies and county school boards. AMIkids considers these accounts receivable to be fully collectible and therefore has not recorded an allowance for doubtful accounts. Amounts becoming uncollectible will be charged to operations when that determination is made. As of June 30, 2012, the Organization did not consider its pledges receivable, which are included in accounts receivable – other, fully collectible and had therefore recorded an allowance of \$349,250. In 2013, the uncollectible amount of \$346,250 was written off.

Boat Inventory

Boat inventory represents boats held for resale which are valued at estimated fair value at the time of the donation. Fair value is estimated based on third party appraisals, broker valuations and management's experience with the boat charter industry. Fair values are reviewed quarterly by management and are reduced when necessary. Adjustments to fair value are recorded as a reduction in boat program revenue if the adjustment is made during the year of the donation and as an increase in boat program expense if made in subsequent years. Normal expenditures for repairs and maintenance of boats are expensed as incurred.

Some boat donations are structured in a way where AMIkids, Inc. pays for a portion of the value of the donated boat and reduces boat program revenues. For the years ended June 30, 2013 and 2012, no such donations were received.

Boats under Lease

AMIkids charters its boats to third parties under operating leases for periods of up to three years or less. The operating leases contain options to purchase the boat at the end of the charter period for the fair value estimated by management at lease inception, with all of the charter payments applied to the purchase price. Revenues are recognized as received, except for security deposits that are recognized if and when the purchase option is exercised. If the purchase option is not exercised, the boat is returned to AMIkids, Inc. and the security deposit is returned to the lessee after deducting all necessary expenses for the boat to be in the same condition as at time of initiation of the lease.

Future minimum lease payments due under operating leases during fiscal years 2014, 2015 and 2016 are approximately \$1,058,000 \$408,000 and \$111,000, respectively. At June 30, 2013 and 2012, the unexercised purchase options were approximately \$4,100,000 and \$4,272,000, respectively. The gross value and accumulated depreciation on leased property as of June 30, 2013 was approximately \$10,740,000 and \$4,840,000 respectively. The gross value and accumulated depreciation on leased property as of June 30, 2012 was approximately \$10,250,000 and \$3,909,000, respectively. Amortization of boats under lease amounted to \$1,777,805 and \$2,120,332 for the years ended June 30, 2013 and 2012, respectively. Amortization does not include the book value of boats optioned or

sold to buyers, which was \$1,339,703 and \$1,712,605 for the years ended June 30, 2013 and 2012, respectively.

Property and Equipment

Property and equipment are stated at cost if purchased, or at estimated fair value at date of receipt if acquired by gift. Property and equipment transferred to an institute or school by a funding agency are stated at estimated fair value at date of transfer. Property and equipment transferred or acquired with grant funds may revert to the funding agency should the institute or school no longer provide the services required by the contract. At the time property is retired, or otherwise disposed of, the asset and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in earnings. Repairs and maintenance are expensed when incurred. Depreciation and amortization is calculated using the straight-line method over the following estimated useful lives of the assets (shorter of estimated useful life or term of the lease as to leasehold improvements) as follows:

Permanent site improvements	3-30 years
Buildings and leasehold improvements	5-30 years
Furniture, fixtures and equipment	3-5 years
Motor vehicles	3-5 years
Boats, motors and trailers	3 years
Swimming pools	10 years

Assets Held for Sale

As of June 30, 2013 and 2012, the Organization intends to sell the following vacated properties and has classified the net book value of the land, building and improvements as held for sale on the combined statement of financial position:

Institute	Property held for sale		<u>2013</u>	<u>2012</u>
AMIkids Inc	Land	\$	178,600	\$ -
Manatee	Land, buildings and improvements		300,000	-
Middle Georgia	Land, buildings and improvements		151,047	-
Northeast Louisiana	Land and improvements		100,000	-
Panama City Marine	Land		140,000	-
Pasco	Land		110,000	110,000
Peninsula	Land, buildings and improvements		143,875	299,750
Jefferson	Land, buildings and improvements		200,000	-
Louisiana Properties	Land, buildings and improvements		405,163	-
WINGS Texas	Land, buildings and improvements		322,610	322,610
		\$2	2,051,295	\$ 732,360

Impairment of Long-Lived Assets

AMIkids reviews all long-lived assets, which consist primarily of property and equipment, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the discounted cash flows. During 2013 and 2012, the Organization recorded write-offs of long-lived assets and impairment charges for assets held for sale as follows:

			Fair value		
Institute	Description of property	Reason for impairment	measurement	2013	2012
AMIkids	Land	Changed intended usage	Purchase offer	- \$	\$ 111,623
Chicago	Leasehold improvements	Closure of facility	Complete write-off	-	13,477
Pasco	Land, buildings and improvements	Closure of facility	Purchase offer	-	316,800
Polk	Leasehold improvements	Closure of facility	Complete write-off	-	53,991
Baxley	Buildings and site improvements	Closure of facility	Complete write-off	95,031	
Bayou	Land improvements	Closure of facility	Complete write-off	63,519	
Manatee	Land, buildings and improvements	Closure of facility	Comparable sales	555,958	-
Northeast Louisiana	Land and improvements	Closure of related facility	Listing price	51,993	-
Panama City Marine	Land	Changed intended usage	Listing price	327,000	-
Peninsula	Land, buildings and improvements	Purchase offer	Purchase offer	155,875	-
Jefferson	Land, buildings and improvements	Closure of facility	Listing price	155,100	-
Louisiana Properties ¹	Land, buildings and improvements	Closure of facility	Listing price	108,734	-
•		-	•••	\$ 1.513.210	\$ 495,891

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¹Reflects real property leased to AMIkids Southwest Louisiana until it ceased operations in 2013 due to loss of funding

Fair value for the above impairments was based on actual offers to purchase the property, the listed price less estimated costs to sell, or comparable sales for similar properties in similar areas. Impairment charges are included in impairment and other expenses within management and general on the combined statement of functional expenses.

Deferred revenue

Deferred revenue is related to grant payments collected in advance of revenue recognition.

Use of Facilities

Facilities provided by a funding agency to an institute or school for use during the term of its contract are recorded as an in-kind contribution and rental expense in the financial statements in the period in which the facilities are utilized by the institute or school. The amounts recorded in each period of use by the institute or school represent the difference between the fair rental value of the facilities and the stated amount of the rent payments. The stated amount of the rent payments is generally zero. Inkind rental contributions and the related rental expense were approximately \$510,000 and \$531,000 for the years ended June 30, 2013 and 2012, respectively, and are reflected as contributions revenue and rent and utilities expense, respectively, in the accompanying combined financial statements.

Public Support and Revenue

Public support is primarily from contracts with various federal, state and local agencies. Contracts with state and some federal agencies generally provide funding based on client service days. Regional revenue represents amounts received from local sources, including county school boards, United Way agencies and other contributions. Other revenue is primarily special fundraising events.

A significant portion of AMIkids' contracts are exchange transactions in which each party receives and sacrifices commensurate value. Funds from these exchange transactions are not considered contributions and, as such, are deemed to be earned and reported as revenue when such funds have been expended towards the designated purpose. Contributions received are measured at their fair values and are reported as increases in net assets. AMIkids reports contributions of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets, or if they are designated as support for future periods. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statement of activities as net assets released from restrictions.

Donated Services

Amounts are reported in the financial statements for voluntary donations of services when those services create or enhance non-financial assets or require specialized skills provided by the individuals possessing those skills and would be typically purchased if not provided by donation. For the years ended June 30, 2013 and 2012, donated services were not material to the financial statements.

Fair Value of Financial Instruments

The Institute reports its financial assets and liabilities using a three-tier hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are described below:

- Level 1 Valuation based on unadjusted quoted prices in active markets for identical assets or liabilities.
- Level 2 Valuation based on observable quoted prices for similar assets and liabilities in active markets.
- Level 3 Valuation based on inputs that are unobservable and are supported by little or no market activity, therefore requiring management's best estimate of what market participants would use as fair value.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management. The respective carrying value of certain on-balance-sheet financial instruments approximates their fair values due to the short-term nature of these instruments. These financial instruments include cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses. The fair value of the lines of credit and notes payable are estimated based on current rates that would be available for debt of similar terms which is not significantly different from its stated value.

The Organization's Level 1 financial assets as of June 30, 2013 and 2012 consist of investments of \$5,654,437 and \$2,187,660, respectively. Level 1 investments include pooled equity funds, pooled fixed income funds, equity securities and government securities valued based on quoted market prices. Level 2 financial assets as of June 30, 2013 and 2012 consist of corporate bonds (included in pooled fixed income funds in Note 2) of \$96,522 and \$171,056, respectively, and cash surrender of insurance policies of \$72,831 and \$69,327, respectively. Corporate bonds are valued based upon recent bid prices. The cash surrender value of insurance policies is the quoted market prices of the underlying securities. The Organization has no Level 3 financial instruments.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated among the program and supporting services benefited. Other expenses are allocated based on management's estimate of the benefit derived by each activity.

Income Taxes

AMIkids, Inc. and affiliated member institutes and schools are exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. There is minimal income tax associated with unrelated business income mainly from the sale of donated boats.

The Organization identifies and evaluates uncertain tax positions, if any, and recognizes the impact of uncertain tax positions for which there is a less than more-likely-than-not probability of the position being upheld when reviewed by the relevant taxing authority. Such positions are deemed to be unrecognized tax benefits and a corresponding liability is established on the statement of financial position. The Organization has not recognized a liability for uncertain tax positions. If there were an unrecognized tax benefit, the Organization would recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Organization's tax years subject to examination by the Internal Revenue Service generally remain open for three years from the date of filing.

Summarized Financial Information for 2012

The financial information for the year ended June 30, 2012 is presented for comparative purposes, and is not intended to be a complete presentation. Certain amounts for fiscal 2012 have been reclassified to conform with their presentation in the 2013 financial statements with no impact on total net assets or changes in net assets.

2. Investments

Investments at June 30, 2013 and 2012 consist of:

	2013 2012					
	 Cost	F	air value	 Cost		Fair value
Restricted cash equivalents	\$ -	\$	-	\$ 100,000	\$	100,000
Certificates of deposit	2,444,872		2,431,530	5,667,516		5,673,860
Pooled equity funds	1,177,238		1,511,369	1,354,399		1,504,799
Pooled fixed income funds	474,247		484,899	499,437		537,716
Equity securities	77,147		87,203	256,229		316,201
Cash surrender value of						
insurance policies	72,831		72,831	69,327		69,327
Government securities	 3,689,511		3,667,488	 -		-
	\$ 7,935,846	\$	8,255,320	\$ 7,946,908	\$	8,201,903

Investment income was comprised of the following for the years ended June 30, 2013 and 2012:

	 2013	<u>. </u>	2012
Interest and dividends Net realized and unrealized gains	\$ 113,956 178,272	\$	115,430 20,824
5	\$ 292,228	\$	136,254

3. Property and Equipment

Property and equipment at June 30, 2013 and 2012 consist of:

		2013		2012
Land and permanent site improvements	\$	3,825,915	\$	5,675,949
Buildings and leasehold improvements		21,319,541		24,772,289
Furniture, fixtures and equipment		8,707,444		9,313,050
Motor vehicles		2,712,422		3,828,361
Boats, motors and trailers		812,697		812,654
Swimming Pools		469,723		492,319
Construction in progress (estimate to complete is \$829,000)		131,258		416,439
	_	37,979,000		45,311,061
Less accumulated depreciation and amortization	_	(26,448,697)	_	(29,425,831)
	\$	11,530,303	\$	15,885,230

Included in furniture, fixtures and equipment are assets recorded under capital leases with a cost and accumulated depreciation of \$174,270 and \$111,294, respectively, at June 30, 2013 and \$303,217 and \$161,168 respectively, at June 30, 2012.

Certain of AMIkids' affiliated institutes and schools have purchased various assets with contract funds. Under the terms of these contracts, the funding agency may require such assets to be returned upon termination of the contract or program.

4. Lines of Credit

Lines of credit at June 30, 2013 and 2012 consist of:

Entity		 2013	20)12
AMIkids, Inc.	Line of Credit, maximum available \$3,000,000, bearing interest at the LIBOR Index plus 2.25%, (interest rate at June 30, 2013 was 2.44%), expiring January 2014, collateralized by government receivables	\$ -	\$	-
AMIkids, Inc.	Line of Credit, maximum available \$6,000,000, bearing interest at the LIBOR Index plus 2.25%, (interest rate at June 30, 2013 was 2.44%), expiring January 2014, collateralized by vessel inventory and lease receivables	1,000,000		-
Jacksonville	Line of credit, maximum available \$700,000, bearing interest at LIBOR Rate plus 3.5%; interest-only through October 1, 2013 with 20-year principal amortization thereafter; due April 1, 2018, collateralized by real estate	-		-
Panama City	Line of credit, maximum available \$103,000, interest-only with interest at 5.5%, due July 2013; collateralized by equipment; paid August 2013 with a five year promissory note.	103,000		-
Space Coast	Line of Credit, maximum available \$100,000, interest rate tied to the WSJ Prime Rate plus 1.5% with a floor rate of 5% (interest rate at June 30, 2013 was 5.00%), expiring December 2013, collateralized by building	-		-
Tampa	Line of Credit, maximum available was \$20,000, interest at prime plus 2%, due on demand, uncollateralized; line was terminated in 2013	- -		940
	Total Lines of Credit	\$ 1,103,000	\$	940

The AMIkids, Inc. lines of credit are cross-collateralized and are secured by the borrowing-base assets disclosed above as well as other assets of AMIkids, Inc.

At June 30, 2013, the Organization had a maximum of approximately \$8,800,000 available under lines of credit, subject to availability based on asset levels. The actual amount available based on asset levels as of June 30, 2013 was approximately \$6,668,000. The AMIkids, Inc. lines of credit contain restrictive financial covenants related to unrestricted net assets, liquidity to modified debt ratio, and the maintenance of minimum cash and marketable securities levels. The Organization was in compliance with debt covenants as of and for the years ended June 30, 2013 and 2012.

AMIkids, Inc. and Affiliates Notes to Combined Financial Statements

Notes to Combined Financial Statements Year ended June 30, 2013 (With comparative financial information for 2012)

5. Notes Payable

Notes payable Entity	e at June 30, 2013 and 2012 consists of:	 2013	2012
AMIkids, Inc	Mortgage payable bearing interest at LIBOR index plus 2.1% (interest rate at June 30, 2013 was 2.29%); monthly installments of \$7,711 plus interest, due April 2017 with a final payment of \$7,843, collateralized by building	\$ 351,041	\$ 443,571
AMIkids, Inc	Mortgage payable bearing interest at LIBOR index plus 2.1% (interest rate at June 30, 2013 was 2.29%); monthly installments of \$4,564 plus interest,; due April 2017 with a final payment of \$4,565, collateralized by building	209,956	264,727
Beaufort	Note payable in monthly installments of \$664, including interest at 1.99%, due August 2018, collateralized by vehicle	37,895	-
Beaufort	Note payable in monthly installments of \$666, including interest at 2.2%, due October 2018, collateralized by vehicle	39,561	-
Baton Rouge	Mortgage payable of up to \$500,000 in yearly installments of \$25,000 or equivalent service to clients commencing one year after construction, interest at 0.0%, due February 2034, collateralized by land; project was cancelled and repayment made in 2013	-	200,000
Baton Rouge	Note payable in monthly installments of \$1,783 including interest at 5.9%, due September 2014, collateralized by vehicles	19,333	38,921
Baton Rouge	Note payable in monthly installments of \$792, including interest at 5.9%, due August 2016; collateralized by vehicle	27,388	35,005
Georgetown	Note payable in monthly installments of \$956, including interest at 6.7%, due November 2016; collateralized by vehicles	30,247	-
Jacksonville	Note payable in monthly installments of \$500, including interest at 13.3%, due March 2015, collateralized by equipment under capital lease	9,313	13,748
Jefferson	Mortgage payable in monthly principal installments of \$2,398, plus interest of LIBOR Index rate plus 2.1%, (interest rate at June 30, 2013 was 2.29%); due April 2017, collateralized by three modular buildings,	108,269	137,042

Entity		2013	2012
	Mortgage payable in monthly installments of \$24,085, plus interest of 5.2%, due August 2016, collateralized by real estate in Branch, Louisiana and Lake Charles, Louisiana	819,918	1,608,323
Manatee	Note payable in monthly installments of \$746, including interest at 10%, due December 2013, paid negotiated amount and returned equipment in 2013	-	12,421
Orlando	Mortgage payable in monthly installments of \$1,370 including interest at 7.25%, due November 2017, collateralized by building	62,446	73,325
Pasco	Mortgage payable in monthly installments of \$1,485 including interest at 7.70%, due August 2021, collateralized by building. Building sold and note paid in 2013.	~	118,048
Palm Beach	Note payable in monthly installments of \$513, including interest at 4%, due April 2017, paid negotiated amount and returned equipment in 2013	1 1900	24,597
Panama City	Note payable in monthly installments of \$681, including interest at 5%, due May 2018; uncollateralized	35,484	1
Panama City	Mortgage payable in monthly installments of \$3,103 including interest at 4.5%, balloon payment of \$295,643, due January 2022, collateralized by land and buildings	465,838	481,430
Pensacola	Mortgage payable in monthly installments of \$1,337, including interest at 6%, due December 2014 with final balloon payment of \$68,529, collateralized by building	85,954	96,422
Piedmont	Mortgage payable in monthly installments of \$662 including interest at 6.5%, balloon payment of approx \$29,400, due November 2016, collaterized by building	47,460	52,160
Virginia Wilderness	Note payable in monthly installments of \$5,000, including interest at 6%, due September 2014; uncollateralized	36,787	(2 -)
Various	Various notes payable, monthly installments from \$97 to \$577, various interest rates, due various dates through May 2017, collateralized by vehicles and equipment.	61,599	132,088
	Total Notes Payable	\$ 2,448,489	\$ 3,731,828

AMIkids, Inc. has guaranteed the notes payable for Louisiana Properties and Jefferson. Principal payments on notes payable for years subsequent to June 30, 2013 are as follows:

2014	\$ 576,394
2015	611,090
2016	543,700
2017	290,502
2018	50,252
Thereafter	 376,551
	\$ 2,448,489

6. Accrued Expenses

Accrued expenses at June 30, 2013 and 2012 consist of:

	 2013	 2012
Workers compensation self-insurance reserve	\$ 4,122,594	\$ 3,377,513
Vehicle and other self-insurance reserve	764,213	208,612
Medical self-insurance reserve	500,000	535,259
Accrued payroll	475,709	618,026
Accrued vacation	693,333	931,354
Accrued severance and unemployment	1,088,236	718,661
Accrued boat program payments	171,158	737,995
Other accruals	 736,069	 724,253
	\$ 8.551.312	\$ 7.851.673

7. Restrictions and Limitations on Net Assets

Temporarily restricted net assets consist of the following at June 30, 2013 and 2012:

	2013	2012
Education/scholarship	\$ 760,82	9 \$ 943,554
Building / Equipment	618,72	5 1,088,668
Girls Initiative Program	420,469	9 419,505
Experiential Activities	242,26	5 354,518
Other	207,36	7 192,069
	\$ 2,249,65	5 \$ 2,998,314

Permanently restricted net assets represent endowment funds invested in perpetuity. The income from the endowment funds is restricted to assist former students of AMIkids' programs with educational or employment-related expense. During 2013, \$100,000 of permanently restricted net assets was transferred to unrestricted net assets as it was determined the donor never intended the contribution to be a permanent endowment.

In June 2011, the State of Florida adopted the Florida Uniform Prudent Management of Institutional Funds Act ("FUPMIFA"). FUPMIFA establishes statutory law governing Florida not-for-profit

corporation's management of investments and is effective for institutional funds existing on or established after July 1, 2012.

The Board of Trustees of the Organization has interpreted FUPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets: (a) the original value of the gift donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by FUPMIFA. In accordance with FUPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization;
- (7) The investment policies of the Organization.

The adoption of FUPMIFA had no impact to the Institute's financial statements.

8. Net Assets Released From Restrictions

Net assets were released from donor restrictions by occurrence of events specified by donors as follows for the years ended June 30, 2013 and 2012.

	 2013	 2012
Education/scholarship	\$ 236,896	\$ 191,743
Building/ Equipment	759,139	128,502
Experiential Activities	1,758,872	173,677
Other	638,425	 195,110
	\$ 3,393,332	\$ 689,032

9. Net Assets

The following reflects the separate components of net assets of AMIKids, Inc., AMIKids Foundation and combined Member Institutes and Schools:

	U	nrestricted		emporarily Restricted	ermanently Restricted	Total
AMIkids, Inc.						
Net Assets June 30, 2011	\$	21,578,995	\$	44,512	\$ 50,000 \$	21,673,507
Change in Net Assets		(940,299)		1	 -	(940,298)
Net Assets June 30, 2012	c	20,638,696		44,513	50,000	20,733,209
Change in Net Assets		(7,224,940)	_	7,319	-	(7,217,621)
Net Assets June 30, 2013		13,413,756		51,832	 50,000	13,515,588
AMIkids Foundation						
Net Assets June 30, 2011		232,764		767,620	7,090	1,007,474
Change in Net Assets		(164,242)		149,740	-	(14,502)
Net Assets June 30, 2012		68,522		917,360	7,090	992,972
Change in Net Assets		26,180		(66,962)	-	(40,782)
Net Assets June 30, 2013		94,702		850,398	 7,090	952,190
Member Institutes and Schools						
Net Assets June 30, 2011		12,761,810		2,038,885	100,000	14,900,695
Change in Net Assets		(2,832,382)		(2,444)		(2,834,826)
Net Assets June 30, 2012		9,929,428		2,036,441	100,000	12,065,869
Change in Net Assets		(1,590,611)		(689,016)	 (100,000)	(2,379,627)
Net Assets June 30, 2013	_	8,338,817		1,347,425	-	9,686,242
Total Net Assets as of June 30, 2013	\$	21,847,275	\$	2,249,655	\$ 57,090 \$	24,154,020

10. Commitments and Contingencies

A substantial portion of AMIkids' public support is derived from programs supported by various funding agencies. Under the terms of the agreements with the funding agencies, AMIkids' financial records are subject to audit by the appropriate governmental authorities. Depending on the results of these audits, if any, funds may be required to be refunded to the appropriate agency.

AMIkids is subject to various claims and legal proceedings which arise in the ordinary course of business. AMIkids does not believe that these matters will have a material adverse effect on its financial position or results of operations.

AMIkids leases facilities under operating leases expiring in various years. Rent expense on these operating leases charged to operations for the years ended June 30, 2013 and 2012 was approximately

\$725,000 and \$845,000, respectively. Based on the current operating leases the annual lease expense is expected to remain consistent with 2013 expense over the next five years. Typically there are no operating leases with terms greater than five years.

AMIkids receives donations of boats that are valued at estimated fair value at the time of the donation. Management has estimated the value of the boat inventory at \$1,822,460 and \$2,902,069 at June 30, 2013 and 2012, respectively. Fair value is estimated based on third party appraisals, broker valuations and management's experience with the boat charter industry. The actual fair value of the boats is not known until the boat is sold or leased.

AMIkids has purchased high-deductible policies for workers compensation and for vehicle and other property and casualty insurance and is responsible for all claims below the deductible level. The company is fully insured for vehicle claims incurred after August 31, 2009. Management has accrued approximately \$4,887,000 and \$3,586,000 at June 30, 2013 and 2012, respectively, as an estimate of losses on unpaid claims under these insurance policies. These accruals are estimated based on current and historical claims experience. It is reasonably possible that these estimates will change and, if changed, could have a material impact on the Organization's financial position and results of operations. Under AMIkids' workers compensation and vehicle policies, the Organization has provided the insurance carrier letters of credit for approximately \$1,500,000, which is collateralized by investments and cash and cash equivalents held by AMIkids. There is also an additional \$3,500,000 held in a secured collateralized account to support these policies. Total investments and cash and cash equivalents and cash experience account to support these policies.

AMIkids is self insured for group health insurance up to a maximum of \$125,000 per employee. Management has accrued approximately \$500,000 and \$535,000 at June 30, 2013 and 2012, respectively, for estimated claims, including known claims and claims which are estimated to have occurred but which have not yet been reported. This estimate is based on current and historical claims experience and other information obtained from AMIkids' insurance provider. It is reasonably possible that these estimates will change and, if changed, could have a material impact on the Organization's financial position and results of operations. Adjustments to the estimated claims accrual are made when the need for such adjustments becomes apparent.

11. Retirement Plans

AMIkids maintains a noncontributory defined contribution pension plan covering all full-time employees who have completed two years of service and have attained the age of 20-1/2 years. Contributions to the plan are based on a percentage of each employee's total compensation for the year. The pension expense for the years ended June 30, 2013 and 2012 was approximately \$1,623,000 and \$2,061,000, respectively, and is included in employee benefits and payroll taxes on the combined statement of functional expenses.

AMIkids has certain supplemental pension agreements with key members of management, which are accrued for and included in accrued pension in the combined statement of financial position. The supplemental pension is generally funded on an annual basis and the related assets are included as a component of investments.

12. Related Party Transactions

There were no related party transactions significant to the combined financial statements. AMIkids has rigorous controls concerning related party transactions to ensure that all transactions are in the best interest of the mission. Details of related party transactions can be found in Form 990s which AMIkids files annually with the Internal Revenue Service.

13. Institute Openings and Closings

During the fiscal year ended June 30, 2013, AMIkids opened AMIkids Lafayette, Inc., which operates the School Safety Intervention Model of the AMIkids Center for Academic Discipline program for 30 youths. As part of AMIkids Pensacola, Inc., AMIkids also opened the Escambia Boys Base residential program which serves 28 youths.

During 2013 and due to a loss of funding, the following Institutes were closed: AMIkids Alexandria, Inc., AMIkids Baxley, Inc., AMIkids Bayou Region, Inc., AMIkids Donaldsonville, Inc., AMIkids Jefferson, Inc., AMIkids Last Chance Ranch, Inc., AMIkids Middle Georgia, Inc., AMIkids Norfolk, Inc., AMIkids Northeast Louisiana, Inc., AMIkids Red River, Inc., AMIkids Savannah River, Inc., AMIkids Sarasota County, Inc., AMIkids Southwest Louisiana, Inc., AMIkids WiNGS South Florida, Inc. AMIkids continues to pursue alternative funding with the possibility that some of these programs could reopen at a future date.

The Organization paid approximately \$306,000 and \$108,000 of severance and unemployment costs, respectively, during 2013 related to these closures. In addition, approximately \$1,025,000 has been recorded in accrued expenses as of June 30, 2013 for future payments of unemployment, severance and other payroll costs related to staff terminated pursuant to these closures. The total amount expensed during the year ended June 30, 2013 related to one-time termination benefits was approximately \$1,439,000 and is included in program expenses on the accompanying combined statement of activities. Of this amount, \$475,000 is included in salaries and \$964,000 is included in employee benefits and payroll taxes on the accompanying combined statement of functional expenses.

During fiscal year ended June 30, 2012 and due to a loss of funding, the AMIkids Polk, Inc., AMIkids Infinity Chicago, Inc., AMIkids Manatee, Inc., and the AMIkids Palm Beach, Inc. Institutes were closed. The Organization paid approximately \$5,000 of severance costs during 2012 related to these closures. In addition, approximately \$160,000 had been recorded in accrued expenses as of June 30, 2012 for future payments of unemployment and severance costs related to staff terminated pursuant to these closures. The total amount expensed during the year ended June 30, 2012 related to one-time termination benefits was approximately \$165,000 and is included in program expenses on the accompanying combined statement of activities. Of this amount, \$54,000 is included in salaries and \$111,000 is included in employee benefits and payroll taxes on the accompanying combined statement of une 30, 2013, approximately \$26,700 remains in accrued unemployment expense related to these closures.

14. Subsequent Events

The Organization has evaluated events and transactions occurring subsequent to June 30, 2013 as of September 18, 2013, which is the date the combined financial statements were issued. Subsequent events occurring after September 17, 2013 have not been evaluated by management. No material events have occurred since June 30, 2013 that require recognition or disclosure in the combined financial statements.

Independent Auditors' Report on Supplementary Information

Board of Trustees AMIKids, Inc.

Our audit of the basic combined financial statements included in the preceding section of this report was performed for the purpose of forming an opinion on those statements taken as a whole. The supplementary information presented in the following section of this report is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic combined financial statements or to the basic combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic combined financial statements taken as a whole.

Cross, Fernandez & Riley, LLP

Certified Public Accountants

Tampa, Florida September 17, 2013

		AMIkids		AMIkids Acadiana	1	AMIkids Foundation	•	AMIkids Gainesville	AM	IIkids Family Services	Al	MIkids Baton Rouge		ds Baxley lerness		AMIkids Beaufort
Assets	125								•			<i>c</i> 1 <i>c c</i>			¢	44.024
Cash and Cash Equivalents	S	1,101,462	\$	20,172	\$	2,950,230	\$	15,580	\$	57,997	\$	51,662	\$	-	\$	44,934 448,487
Investments		6,535,174		-		544,182		-		-		-		-		440,40/
Accounts Receivable:								10 553				93,537				4,975
Funding Agencies		3,419,407		-		-		10,552		-		93,337 7,551		-		18,136
Other, net		432,427		11,231		-		7,038		-		42,767		-		44,205
Prepaid Expenses and Other Assets		620,107		41,365		-		25,832		59,828		42,707		-		44,203
Assets Held for Sale		178,600		-		-		-		-		- 26,922		-		- 106,271
Due from Affiliates		10,766,928		117,834		-		40,616		471,410				-		
Boat Inventory		1,822,460		-		-		-		-		-		-		-
Boats under Lease		5,737,691		-		-		-		-		- 480,877		32,405		- 368,492
Property and Equipment, Net	-	701,622		18,546	¢	2 404 412	¢	129,190	¢	<u>12,419</u> 601,654	¢	703,316	¢	32,405	\$	1,035,500
		31,315,878	2	209,148	\$	3,494,412	\$	220,000	_D	001,034	3	705,510	Ф	32,403		1,033,300
Liabilities and Net Assets (Deficit)																
Liabilities:																
Lines of Credit	\$	1,000,000	\$	-	\$	7	\$	-	\$	-	\$	-	\$	-	\$	-
Accounts Payable		488,553		38,007		-		23,342		24,930		24,613				25,732
Accrued Expenses		11,642,050		38,057		1,082		26,222		24,536		86,570		10		41,719
Accrued Pension		-		-		-		-		-		-		-		-
Due to Affiliates		2,741,021		1,552,615		2,541,140		531,995		20,834		133,681		-		24,862
Deferred Revenues		6,290		-		-		27,474		-		-		12,280		-
Security Deposits		1,598,246		-		5		-				-		-		-
Notes Payable		560,997		-		-		8,248		-		46,721		-		77,456
Total Liabilities		18,037,157		1,628,679		2,542,222		617,281		70,300		291,585		12,280		169,769
Net Assets (Deficit):																
Unrestricted		13,176,889		(1,435,521)		94,702		(392,746)		531,354		387,015		20,125		834,005
Temporarily Restricted		51,832		15,990		850,398		4,273		-		24,716		-		31,726
Permanently Restricted		50,000				7,090		-		-		-		-		
Total Net Assets (Deficit)		13,278,721		(1,419,531)		952,190		(388,473)		531,354	-	411,731		20,125		865,731
														20.407	<i>•</i>	1.025.500
	\$	31,315,878	\$	209,148	\$	3,494,412	\$	228,808	3	601,654	3	703,316	\$	32,405	\$	1,035,500

See Independent Auditors' Report on Supplemental Information 23

	AMIkids Big Cypress		AMIkids Bennettsville		AMIkids Sand Hills		٨Ň	AMIkids White Pines		AMIkids Donaldsonville		AMIkids Crossroads	AMI	kids Miam Dade
Assets														
Cash and Cash Equivalents	\$	76,096	\$	28,079	\$	28,717	\$	26,351	\$	87	\$	75,777	\$	82,547
Investments		-		-		-		-		-		188,483		-
Accounts Receivable:														
Funding Agencies		45,407		6,310		6,195		5,362		-		107,899		72,852
Other, net		3,831		11,286		7,996		9,011		-		26,576		9,322
Prepaid Expenses and Other Assets		42,303		53,558		39,680		37,594				43,213		68,613
Assets Held for Sale		-		-		-		-		-		-		-
Due from Affiliates		106,055		107,608		106,476		106,078		-		9,815		138,098
Boat Inventory		-		-		-		-		-		-		-
Boats under Lease		-		-		-		-		-		-		-
Property and Equipment, Net		38,618		69,680		43,560		30,686				270,691		363,223
	\$	312,310	\$	276,521	\$	232,624	\$	215,082	\$		\$	722,454	\$	734,655
Liabilities and Net Assets (Deficit)														
Liabilities:														
Lines of Credit	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Accounts Payable		32,758		38,895		38,225		26,082		-		21,618		91,629
Accrued Expenses		47,021		38,393		53,269		49,857		-		53,394		77,208
Accrued Pension		-		-		-		-		-		-		-
Due to Affiliates		575,174		838,861		218,257		299,162		-		239,696		198,030
Deferred Revenues		-		36,396		13,948		14,271		-		-		60,378
Security Deposits		-		-		-		-		-		-		-
Notes Payable		6,038		-		2,398		-		_		1,043		88
Total Liabilities		660,991		952,545		326,097		389,372		-		315,751		428,126
Net Assets (Deficit):														
Unrestricted		(367,050)		(676.024)		(93,473)		(174,290)		87		395,682		222,729
Temporarily Restricted		18,369		-		-				-		11,021		83,800
Permanently Restricted		-		-		_		-		-		-		-
Total Net Assets (Deficit)		(348,681)		(676,024)		(93,473)		(174,290)		87		406,703		306,529
										0.7	-	722.454	¢.	724 (5
	\$	312,310	\$	276,521	\$	232,624	\$	215,082	\$	87	\$	722,454	\$	734,65

See Independent Auditors' Report on Supplemental Information 24

		MIkids rald Coast		AMIkids Pensacola		lkids Last ace Ranch	0	AMIkids Greater Ft. Lauderdale		AMIkids Georgia		AMIkids Georgetown	I	AMIkids Manatee County		AMIkids Sarasota County		Mlkids ity Schools, Inc.
Assets																	¢	
Cash and Cash Equivalents Investments	\$	30,077	\$	79,065 19,290	\$	2,353	\$	229,441 -	\$	-	\$	417,386	\$	6,927	\$		\$	3,042
Accounts Receivable:								_				10,373		2		1		35,159
Funding Agencies		5,505		9,084				4,216		-		12,169		-		-		-
Other, net		32,915		37,786		2,500		48,352				30,133		4,567		-		26,808
Prepaid Expenses and Other Assets		32,913		-		2,500		40,552		_		-		300,000		_		-
Assets Held for Sale Due from Affiliates		29,403		190,970		1,898		65,496		237,549		118,691		450		146,015		12,603
		29,403		-		1,070		-		-		-		-		-		-
Boat Inventory Boats under Lease		-		-		· .		-		-		-		-		-		-
Property and Equipment, Net		11,511		427,676		22,076		40,364		-		57,940		4,661		986		-
Property and Equipment, Net	\$		\$	763,871	\$		\$	387,869	\$	237,549	\$	646,692	\$	316,605	\$	147,001	\$	77,612
							-											
Liabilities and Net Assets (Deficit)																		
Liabilities:																		
Lines of Credit	\$	-	\$	2 -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Accounts Payable		15,295		47,647		293		43,147		-		21,155		1,203		-		3,919
Accrued Expenses		14,948		83,167		20,500		44,332		1,388		40,034		19,005		84,998		10,578
Accrued Pension		-		-		-		-		-		-		-		-		-
Due to Affiliates		162,454		147,284		-		29,431		306		37,321		308,165		-		42,961
Deferred Revenues		11,809		32,373		-		53,236		-		13,420		-		-		-
Security Deposits		-		-		-		-		-		-		-		-		-
Notes Payable		4,694		85,954		-		13,092		-		30,247						-
Total Liabilities		209,200		396,425		20,793		183,238		1,694		142,177		328,373		84,998		57,458
Net Assets (Deficit):																		
Unrestricted		(104,788)		358,376		(1,988)		198,801		30,063		350,493		(11,768)		62,003		14,971
		4,999		9,070		10,022		5,830		205,792		154,022		-		-		5,183
Temporarily Restricted Permanently Restricted		4,777		-		-		5,050		-		-		-		-		-
Total Net Assets (Deficit)		(99,789)		367,446		8,034		204,631		235,855		504,515		(11,768)		62,003		20,154
Total Net Assets (Denert)		(77,109)		507,440		0,004								(11, 30)				
	<i>e</i> -	109,411	¢	763,871	\$	28,827	¢	387,869	¢	237,549	\$	646,692	\$	316,605	¢	147,001	\$	77,612
	\$	109,411	3	/05,0/1	3	20,027	ф 	307,009	9	237,347	φ	010,072	φ		Ψ	177,001	Ψ	11,012

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Schedule I

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	AMIkids Georgia roperties	li.	MIkids nfinity se County		MIkids New Mexico Properties	AMIkids Infinity Marlboro		AMIkids Lafayette		AMIkids rth Carolina mily Services		AMIkids acksonville		AMIkids Jefferson
Assets														
Cash and Cash Equivalents	\$ -	\$	4,638	\$	-	\$ 2,994	\$	7,193	\$	36,704	\$	191,447	\$	8,293
Investments	-		-		-	-		-		-		-		-
Accounts Receivable:														
Funding Agencies	-		-		-	-		30,667		-		10,600		555
Other, net	-		-		-	-		-		1,376		8,018		-
Prepaid Expenses and Other Assets	-		18,136		-	20,590		10,030		68,552		74,978		100
Assets Held for Sale	-		-		-	-		-		-		-		200,000
Due from Affiliates	147,619		-		756,000	11,142				302,785		55,235		-
Boat Inventory	-		· · ·		-	-				-		-		5
Boats under Lease	-		-		1.5					-		-		-
Property and Equipment, Net	2,417,475		8,679		-	 -		-		49,940		199,434		9,597
	\$ 2,565,094	\$	31,453	\$	756,000	\$ 34,726	\$	47,890	\$	459,357	\$	539,712	\$	218,545
Liabilities and Net Assets (Deficit)														
Liabilities:														
Lines of Credit	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$		\$	-
Accounts Payable	-		5,801		-	5,249		3,198		30,108		14,424		10,847
Accrued Expenses	203		11,045		203	8,697		5,930		49,347		25,867		41,713
Accrued Pension	-		-		-	-		-		-		-		-
Due to Affiliates	74		10,269		75	49,781		12,807		22,628		32,717		15,986
Deferred Revenues	-		-		-	-		-		-		-		-
Security Deposits	-		-		-	-		-				-		-
Notes Payable	-		-		-							9,313		108,269
Total Liabilities	 277		27,115	2	278	 63,727		21,935		102,083		82,321		176,815
Net Assets (Deficit):														
Unrestricted	2,564,817		4,338		755,722	(35,642)		25,955		357,274		246,864		41,730
Temporarily Restricted	-		-		-	6,641		-		-		210,527		-
Permanently Restricted	-		-		-	-		-		**		-		-
Total Net Assets (Deficit)	 2,564,817		4,338		755,722	 (29,001)		25,955		357,274		457,391	21	41,730
	 					 		18,000		450.255	¢.	<u> </u>	<i>e</i>	218 545
	\$ 2,565,094	\$	31,453	\$	756,000	\$ 34,726	3	47,890	3	459,357	3	539,712	3	218,545

See Independent Auditors' Report on Supplemental Information 26

	G	MIkids Fraduate School	AMIkids Idle Georgia	W	th Carolina /ilderness Institute	AM	llkids Pasco		AMIkids Northeast Louisiana		AMIkids Orlando	Pa	AMIkids nama City ine Institute
Assets													
Cash and Cash Equivalents	\$	-	\$ -	\$	-	\$	61,551	\$	-	\$	82,730	\$	102,412
Investments		-	-		-		-		-		-		-
Accounts Receivable:													1 125
Funding Agencies		-	-		-		-		-		-		1,135
Other, net		-	-		-		1,028		-		4,107		7,443
Prepaid Expenses and Other Assets		-	-		-		24,242		-		35,813		75,079
Assets Held for Sale		-	151,047		-		110,000		100,000		-		140,000
Due from Affiliates		12,806	-		-		82,645		-		41,565		53,877
Boat Inventory		-	-		-		-		-		-		-
Boats under Lease		-	-		-		-		-		-		-
Property and Equipment, Net		-	 18,250		297,502		8,318		3,482	*	75,424	<i>r</i>	403,523
		12,806	\$ 169,297	\$	297,502	\$	287,784	\$	103,482	\$	239,639	\$	783,469
Liabilities and Net Assets (Deficit)													
Liabilities:													
Lines of Credit	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	103,000
Accounts Payable		-	474		-		11,194		-		15,948		42,834
Accrued Expenses		5,917	104		203		14,427		-		73,295		29,008
Accrued Pension		-	-		-		-				-		-
Due to Affiliates		6,889	-		1,916		14,136		58,451		71,618		33,415
Deferred Revenues		-	1,362		-		2,152		-		3,807		27,941
Security Deposits		-	-		-		-		-		-		-
Notes Payable		-	 -				-		-		65,254		501,322
Total Liabilities		12,806	 1,940		2,119		41,909		58,451		229,922		737,520
Net Assets (Deficit):													
Unrestricted		(13,150)	167,357		295,383		175,963		45,031		(76,367)		26,079
Temporarily Restricted		13,150	-		-		69,912		-		86,084		19,870
Permanently Restricted		-			-		-		-		<u> </u>		
Total Net Assets (Deficit)			 167,357		295,383		245,875		45,031		9,717		45,949
			 1 (0.007		207 502	¢	207 704	¢	103,482	\$	239,639	\$	783,469
	\$	12,806	\$ 169,297	\$	297,502	3	287,784	\$	103,482	3	237,039	J	/03,409

See Independent Auditors' Report on Supplemental Information 27

	 MIkids edmont		AMIkids Pinellas		MIkids eninsula	AN	Alkids Red River	A	MIkids Rio Grande Valley		AMIkids Sandoval		MIkids nnah River		AMIkids Louisiana Properties	S	AMIkids outhwest Florida
Assets		<i>•</i>	15,200	¢		¢	20.170	¢	13,318	¢	70,276	¢	3,655	¢		\$	136,571
Cash and Cash Equivalents	\$ 55,249	\$	15,389	\$	-	\$	30,169	Э	13,310	Ъ	70,270	ъ	5,055	J.	-	¢.	124,055
Investments	-		-		-		-										121,000
Accounts Receivable: Funding Agencies	4,972		_		-		25,022		26,823		-		-		-		-
Other, net	6,333		3,504		-		6,753		5,370		2,498		-		-		4,620
Prepaid Expenses and Other Assets	32,407		33,160		2,334		1,200		27,068		156,048		40,407		20,927		32,560
Assets Held for Sale	- 52,407		-		143,875		-		-		-		-		405,163		-
Due from Affiliates	102,667		34,317		-		-		47,968		265,036		7,433		511,400		66,590
Boat Inventory	-		-		-		-		-		-		-		-		-
Boats under Lease	-		_		-		-		-		-		-		-		-
Property and Equipment, Net	145,618		125,264		-		380,841		67,737		295,700		106,792		1,625,154		148,758
Topoly and Equipmont, for	\$ 347,246	\$	211,634	\$	146,209	\$	443,985	\$	188,284	\$	789,558	\$	158,287	\$	2,562,644	\$	513,154
Liabilities and Net Assets (Deficit) Liabilities: Lines of Credit	\$ -	\$	-	\$	-	\$	-	\$	_	\$	-	\$	-	\$	-	\$	-
Accounts Payable	24,277		14,369		-		20,254		18,633		35,542		6,406		-		16,901
Accrued Expenses	33,266		17,076		84,886		107,841		29,790		68,479		162,502		203		39,459
Accrued Pension	-		-		-		-		-		-		-		-		-
Due to Affiliates	23,157		29,409		58,989		505,979		1,448,567		943,655		436,768		578,122		27,490
Deferred Revenues	49,833		36,202		-		-		35,058		-		-		-		-
Security Deposits	-		-		2,500		-		-		-		-		-		-
Notes Payable	 47,680				-						-		5,302		819,918		11,658
Total Liabilities	 178,213		97,056		146,375		634,074		1,532,048		1,047,676		610,978		1,398,243		95,508
Net Assets (Deficit):																	
Unrestricted	163,171		111,163		(166)		(195,861)		(1,374,115)		(263,118)		(538,816)		1,164,401		369,716
Temporarily Restricted	5,862		3,415		-		5,772		30,351		5,000		86,125		-		47,930
Permanently Restricted	-	_	-				-		-								-
Total Net Assets (Deficit)	 169,033		114,578		(166)		(190,089)		(1,343,764)		(258,118)		(452,691)		1,164,401		417,646
	\$ 347,246	\$	211,634	\$	146,209	\$	443,985	\$	188,284	\$	789,558	\$	158,287	\$	2,562,644	\$	513,154

See Independent Auditors' Report on Supplemental Information

Assets S 22,054 S 392,806 S 13,470 S 6,396 S 8,499 S 146,699 S 13,874 S 44,926 Crash and Cash Equivalents 3,383 33,663 - - - 224,949 39,420 140 Charmed Receivable: 300 33,663 - - - 224,949 39,420 140 Other, net 200 8,447 3,345 4,684 3,610 14,571 1,100 - Assets Held for Sale -		AMIkids AMIkids Southwest Space Coast Louisiana		AMIkids allahassee	AMIkids Tampa			AMIkids Volusia		AMIkids Virginia Wilderness	AMIkids West Florida		AMIkids WINGS South Florida			
Cash and Cash Equivalents 3 3 32,000 3 10,000 10,	Assets			-		12.470	¢	(20(¢	8 400	¢	146 600	¢	13 974	¢	44 976
Accounts Receivable: Funding Agencies 3.383 33.663 - - 294,949 39,420 140 Other, net Assets Held for Sale 300 33.603 29,133 26,292 56,453 37.082 -	•	\$	22,054	\$	392,806	\$ 13,470	\$	6,396	3	8,499	Э	140,099	D.	13,074	J)	
Funding Agencies 3.383 33.663 - - - 294,949 39,420 140 Other, net 200 8.447 3.345 4.684 3.610 14.571 1.100 - Prepaid Expenses and Other Assets 300 33,608 29,138 26,292 56,453 37,082 8.450 -			-		-	-		-		_						
Printing Agencies 3.363 3.363 3.363 3.345 4.684 3.610 14.571 1.100 - Other, net 200 8.447 3.345 4.684 3.610 14.571 1.100 - Assets Held for Sale -			2 2 2 2 2		33 663	_		-		-		294,949		39,420		140
Unit, net 100 33,608 29,138 26,292 56,453 37,082 8,450 - Assets Held for Sale 1,275 95,372 55,068 35,040 51,952 - 9,694 84,431 Due from Affiliates 1,275 95,372 55,068 35,040 51,952 - 9,694 84,431 Boat Inventory -	6 6					3 345		4.684		3.610				1,100		-
Trepaid Expenses 1.275 95,372 55,068 35,040 51,962 - 9,694 84,431 Due from Affiliates 1.275 95,372 55,068 35,040 51,962 - 9,694 84,431 Boat Inventory -										-				8,450		-
Due from Affiliates 1.275 95.372 55.068 35.040 51.962 $ 9.694$ 84.431 Boat numetry $ -$ <th< td=""><td></td><td></td><td>500</td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td></th<>			500		-							-				-
Due information Due informatinformatinformation Due information			1 2 7 5		95.372	55,068		35,040		51,962		-		9,694		84,431
Boats under Lease Property and Equipment, Net $24,340$ \$\$ $51,552$ $759,202$ \$\$ $1,323,098$ $168,773$ \$\$ $269,794$ $440,783$ \$\$ $7,016$ $7,016$ \$\$ $469,512$ \$\$ $962,813$ $80,245$ \$\$ $152,783$ 3.932 \$\$ $133,429$ Liabilities and Net Assets (Deficit)Liabilities $$$			-		-	-				-		-		-		-
Property and Equipment, Net $24,340$ $759,202$ $168,773$ $440,783$ $7,016$ $469,512$ $80,245$ $3,932$ Liabilities and Net Assets (Deficit) Liabilities: $51,552$ $51,323,098$ $5269,794$ $513,195$ $5127,540$ $5962,813$ $5152,783$ $513,429$ Liabilities: $51,552$ $51,323,098$ $5269,794$ $513,195$ $5127,540$ $5962,813$ $5152,783$ $513,429$ Liabilities: $51,552$ $51,323,098$ $5269,794$ $513,195$ $5127,540$ $5962,813$ $5152,783$ $513,429$ Liabilities: $51,523$ 5 $152,783$ 5 $133,429$ Liabilities $37,248$ $37,643$ $27,614$ $48,095$ $25,924$ $54,013$ $52,266$ $11,241$,		-		-	-		-		-		-		-		-
Hopely line Equipment forS $51,552$ \$ $1,323,098$ \$ $269,794$ \$ $513,195$ \$ $127,540$ \$ $962,813$ \$ $152,783$ \$ $133,429$ LiabilitiesLiabilities\$ $-$ \$ $ -$ \$ $-$ \$ $ -$ \$ $ -$ \$ $ -$ </td <td></td> <td></td> <td>24,340</td> <td></td> <td>759,202</td> <td>168,773</td> <td></td> <td>440,783</td> <td></td> <td>7,016</td> <td></td> <td>469,512</td> <td></td> <td></td> <td></td> <td></td>			24,340		759,202	168,773		440,783		7,016		469,512				
Liabilities: S <t< td=""><td>Toperty and Equipment, rect</td><td>\$</td><td></td><td>\$</td><td></td><td>\$ 269,794</td><td>\$</td><td>513,195</td><td>\$</td><td>127,540</td><td>\$</td><td>962,813</td><td>\$</td><td>152,783</td><td>\$</td><td>133,429</td></t<>	Toperty and Equipment, rect	\$		\$		\$ 269,794	\$	513,195	\$	127,540	\$	962,813	\$	152,783	\$	133,429
Liabilities: S <t< td=""><td>Liabilities and Net Assets (Deficit)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	Liabilities and Net Assets (Deficit)															
Lines of Credit 3 4,03 46,879 16,427 12,386 30,454 27,251 10,948 15,249 Accounds Payable 37,248 37,643 27,614 48,095 25,924 54,013 52,266 11,241 Accrued Expenses 37,248 37,643 27,614 48,095 25,924 54,013 52,266 11,241 Accrued Pension - <																
Accounts Payable 4,403 40,673 10,227 12,303 20,127 12,303 24,013 52,266 11,241 Accrued Expenses 37,248 37,643 27,614 48,095 25,924 54,013 52,266 11,241 Accrued Pension -	Lines of Credit	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-
Accrued Expenses 37,243 37,043 27,014 1003 20,014 1003,013 1003,013 1003,013 <	Accounts Payable		4,403		46,879									-		
Accrued Pension 1 <th1< th=""> 1 <th1< th=""> <</th1<></th1<>	Accrued Expenses		37,248		37,643	27,614		48,095		25,924						11,241
Due to Allihates 24,161 20,003 55,073 255,171 501310 368,877 14,796 Deferred Revenues 11,124 31,120 25,191 68,403 - 36,877 14,796 - Security Deposits -	Accrued Pension		-							-						-
Delerred Revenues 11,124 31,126 12,174 01,126 12,174 01,126 Security Deposits - - 5,216 - 36,788 - - Notes Payable - - 5,216 - 36,788 - - Total Liabilities 76,956 140,645 104,911 387,241 86,696 221,388 96,983 103,935 Net Assets (Deficit): Unrestricted (25,404) 1,084,145 164,048 111,063 40,844 741,425 50,551 29,494 Temporarily Restricted - 98,308 835 14,891 - - 5,249 - Permanently Restricted - - - - - - - Total Net Assets (Deficit) (25,404) 1,182,453 164,883 125,954 40,844 741,425 55,800 29,494	Due to Affiliates									30,318				-		//,445
Security Deposits - -	Deferred Revenues		11,124		31,120	25,191		68,403		-						-
Notes Payable 76,956 140,645 104,911 387,241 86,696 221,388 96,983 103,935 Net Assets (Deficit): Unrestricted (25,404) 1,084,145 164,048 111,063 40,844 741,425 50,551 29,494 Temporarily Restricted - 98,308 835 14,891 - - 5,249 - Permanently Restricted -			-		-	-		-		-				-		-
Total Liabilities Tot,530 Tot,615 Tot,615 Tot,615 Net Assets (Deficit): Unrestricted (25,404) 1,084,145 164,048 111,063 40,844 741,425 50,551 29,494 Temporarily Restricted - 98,308 835 14,891 - - 5,249 - Permanently Restricted -					-	 -								06.083		103 935
Unrestricted (25,404) 1,084,145 164,048 111,063 40,844 741,425 50,551 29,494 Temporarily Restricted - 98,308 835 14,891 - - 5,249 - Permanently Restricted - - 111,063 104,883 125,954 40,844 741,425 55,800 29,494 Total Net Assets (Deficit) (25,404) 1,182,453 164,883 125,954 40,844 741,425 55,800 29,494	Total Liabilities		76,956		140,645	 104,911		387,241		80,090		221,300		90,985		105,755
Unrestricted (25,404) 1,084,145 164,048 111,063 40,844 741,425 50,551 29,494 Temporarily Restricted - 98,308 835 14,891 - - 5,249 - Permanently Restricted - - 111,063 104,883 125,954 40,844 741,425 55,800 29,494 Total Net Assets (Deficit) (25,404) 1,182,453 164,883 125,954 40,844 741,425 55,800 29,494	Not Aposta (Definit):															
Temporarily Restricted 98,308 835 14,891 - 5,249 Permanently Restricted - - 104,883 125,954 40,844 741,425 55,800 29,494 Total Net Assets (Deficit) (25,404) 1,182,453 164,883 125,954 40,844 741,425 55,800 29,494			(25.404)		1.084.145	164,048		111,063		40,844		741,425		50,551		29,494
Permanently Restricted Total Net Assets (Deficit) (25,404) 1,182,453 164,883 125,954 40,844 741,425 55,800 29,494			-			835		14,891		-		-		5,249		-
Total Net Assets (Deficit) (25,404) 1,182,453 164,883 125,954 40,844 741,425 55,800 29,494	· · ·		-			-		-		-		<u> </u>		-		-
			(25,404)		1,182,453	164,883		125,954		40,844		741,425		55,800		29,494
\$ 51,552 \$ 1,323,098 \$ 269,794 \$ 513,195 \$ 127,540 \$ 962,813 \$ 152,783 \$ 133,429	,				Q.											
			51,552	\$	1,323,098	\$ 269,794	\$	513,195	\$	127,540	\$	962,813	\$	152,783	\$	133,429

See Independent Auditors' Report on Supplemental Information 29

		Mlkids GS Texas	ΑΜΙ	kids Y.E.S.		Total	E	Eliminations		Total
Assets										
Cash and Cash Equivalents	\$	-	\$	118,385	\$	6,917,680	\$	-	\$	6,917,680
Investments		-		395,649		8,255,320		-		8,255,320
Accounts Receivable:										
Funding Agencies		-		31,933		4,321,290				4,321,290
Other, net		-		4,649		667,035		-		667,035
Prepaid Expenses and Other Assets		125		27,838		2,195,043		(607,738)		1,587,305
Assets Held for Sale		322,610		-		2,051,295		-		2,051,295
Due from Affiliates		-		223,697		15,962,810		(15,962,810)		-
Boat Inventory		-		-		1,822,460		-		1,822,460
Boats under Lease		-		-		5,737,691		-		5,737,691
Property and Equipment, Net				63,789		11,530,303		-		11,530,303
		322,735	\$	865,940	\$	59,460,927	\$	(16,570,548)	\$	42,890,379
Liabilities and Net Assets (Deficit)										
Liabilities:	\$		S	_	\$	1,103,000		-	\$	1,103,000
Lines of Credit	Э	-	J.	32.313	J.	1,479,812		46	Ψ	1,479,858
Accounts Payable		-		53,448		13,655,281		(5,103,969)		8,551,312
Accrued Expenses		-				-		2,898,863		2,898,863
Accrued Pension		380.021		25,488		15,962,856		(15,962,856)		-
Due to Affiliates		380,021		23,488		654,091		(15,902,050)		654,091
Deferred Revenues		-		20,550		1,600,746		_		1,600,746
Security Deposits		-		-		2,448,489		_		2,448,489
Notes Payable Total Liabilities		380.021		139,599		36,904,275		(18,167,916)		18,736,359
Totar Elabilities		0001021							_	
Net Assets (Deficit):						00.040.007		1 607 269		21 947 275
Unrestricted		(57,286)		673,651		20,249,907		1,597,368		21,847,275
Temporarily Restricted		-		52,690		2,249,655		-		2,249,655
Permanently Restricted		-		-		57,090		1.607.269		57,090
Total Net Assets (Deficit)		(57,286)		726,341		22,556,652		1,597,368		24,154,020
	\$	322,735	\$	865,940	\$	59,460,927	\$	(16,570,548)	\$	42,890,379
		522,735		0001710						

Schedule I

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		AMIkids		AMIkids Acadiana		AMIkids oundation		AMIkids Gainesville		AMIkids nily Services	AN	MIkids Baton Rouge	١	AMIkids Baxley Vilderness	٨	Ilkids Bayou Region		MIkids eaufort
Public Support and revenue:																		
State support:	\$	1.834.043	\$		s	_	\$	431,209	\$	1.073.105	\$	_	\$	_	s	- \$	5	
Florida	Э	1,196,008	Ð	-	.p	_	Ψ		9	1,075,105	Ψ	-	9	-	Ψ	-	-	1,053,727
South Carolina		201.397		1,367,607		-		_		_		_		-		_		
Louisiana		194,753		1,507,007		-		-		_				232,903		_		_
Georgia				-		-		-		_		_		232,705				_
Texas		80,275		-		-		-		-		-		-		-		_
North Carolina		220,410		-		-		90.453		-		109,838		13,115				74,987
Federal Support		595,364		79,025		-		80,652				530,161		117,225		-		27,475
Regional Funds		-		113,234		-		172,044		- 170		473,214		922		28,813		130,118
Contributions		1,814,980		15,635		214,603		75,148				1,113,213		364,165		28,813		1,286,307
Total Public Support		6,137,230		1,575,501		214,603		759,053		1,073,275		1,113,213		304,103		20,013		1,200,307
Revenue																		
Boat Program		4,763,821		-		-		-		. 9		-		-				-
Investment income		460,980		-		15,984		-		5,496		178		982		-		1,788
Other		2,592,759		4,106		-		112,913		-		1,640		506		317,176		48,668
Total revenue		7,817,560		4,106		15,984		112,913		5,496		1,818		1,488		317,176		50,456
Total public support and revenues		13,954,790		1,579,607		230,587	-	871,966		1,078,771		1,115,031		365,653		345,989		1,336,763
Expenses																		
Program Services		-		1,768,369		-		868,193		972,232		1,209,021		821,419		415,949		1,386,664
Management and general		16,632,947		19,494		-		39,043		19,752		107,897		132,714		13,515		21,047
Fundraising		296,143		-		271,369		-		-		-		-		-		-
Boat Program		4,243,321		-		-		-		-		-		-		-		-
Total expenses		21,172,411		1,787,863		271,369		907,236		991,984		1,316,918		954,133		429,464		1,407,711
Change in net assets		(7,217,621)		(208,256)		(40,782)		(35,270)		86,787		(201,887)		(588,480)		(83,475)		(70,948)
Net assets (deficit), beginning of the year		20,496,342		(1,211,275)		992,972		(353,203)		444,567		613,618		608,605		83,475		936,679
Net assets (deficit), end of the year	\$	13,278,721	\$	(1,419,531)	\$	952,190	\$	(388,473)	\$	531,354	\$	411,731	\$	20,125	\$	- \$	5	865,731
	t			······································														

See Independent Auditors' Report on Supplemental Information

Schedule II

Public Support and revenue: State support: Florida S I,119,775 S I,242,911 I,254,86 I,227,632 - S S S I,5			Alkids Big Cypress		AMIkids ennettsville	AN	Alkids Sand Hills	AM	llkids White Pines		AMIkids .lexandria		AMIkids Polk		AMIkids naldsonville		AMIkids Crossroads		AMIkids ami Dade
Florida \$ 1,119,775 \$ \$ \$ \$ \$ \$ \$ \$ 1,384,205 South Carolina - 1,242,911 1,254,866 1,237,632 - - 5 1,59,461 \$ 1,384,205 South Carolina - - - 152 -																			
Findation - 1.242.911 1.254.886 1.237.632 -	••	¢	1 1 10 775	¢		¢		¢	_	¢	_	¢	12	\$	_	\$	159 461	\$	1 384 205
Louisiana - - 152 - <td< td=""><td></td><td>Э</td><td>1,119,775</td><td>Э</td><td>-</td><td>J</td><td>1 254 996</td><td>-b</td><td>1 227 632</td><td>9</td><td>-</td><td>Φ</td><td>_</td><td>Ψ</td><td>_</td><td>9</td><td></td><td>Φ</td><td>-</td></td<>		Э	1,119,775	Э	-	J	1 254 996	-b	1 227 632	9	-	Φ	_	Ψ	_	9		Φ	-
Louismin -<			-		1,242,911		1,204,000		1,207,002		152		_		-		_		-
Texas - <td></td> <td></td> <td>-</td> <td></td> <td>-</td> <td></td> <td>-</td> <td></td> <td>-</td> <td></td> <td>152</td> <td></td> <td>-</td> <td></td> <td>_</td> <td></td> <td>_</td> <td></td> <td>-</td>			-		-		-		-		152		-		_		_		-
North Carolina -	-		-		-		-		-		-						_		-
Federal Support 506,477 104,081 93,190 109,001 385 - 10.566 152,860 107,541 Regional Funds 216,885 - 1,115 331 17,170 118 165,523 407,066 746,437 Contributions 82,250 86,954 1,37,094 77,385 19,545 9,890 5,974 113,894 193,407 Total Public Support 1,925,387 1,433,946 1,486,285 1,424,349 37,252 10,008 182,063 833,281 2,431,590 Revenue Boat Program - - - 2 - 33,858 48 Other 9,071 16,062 8,642 12,018 423,017 7,086 677,399 34,122 8,554 Total revenue 9,083 1,6962 8,643 12,020 423,017 7,086 677,399 34,122 8,554 Total revenue 9,083 1,6962 8,643 12,020 423,017 7,086 677,399 34,122 8,554 Management and general 1,934,470 1,450,008 1,494,			-		-		-		-		-		_		_		_		
Peterial support 306,875 101,003 101,0			-		-		02 100		100.001		285				10 566		152.860		107 541
Reginal rules 17.00 17.00 17.00 17.35 19.545 9.890 5.974 113.894 193.407 Contributions 1.925,387 1.433.946 1.486,285 1.424,349 37,252 10,008 182,063 833,281 2.431,590 Revenue Boat Program - - 1 2 - 2 - 33,858 48 Other 9.071 16,062 8,642 12,018 423,017 7,086 677,399 264 8,554 Total revenue 9.083 16,062 8,642 12,020 423,017 7,086 677,399 34,122 8,554 Total revenue 1.934,470 1.450,008 1.494,928 1.436,369 460,269 17,096 859,462 867,403 2.440,144 Expenses -	••				104,081								118						
Commodulous Dickson	-				-														
Revenue Boat Program 1 2 - 2 - 33,858 48 Other 9,071 16,062 8,642 12,018 423,017 7,086 677,399 2.64 8,506 Total revenue 9,083 16,062 8,643 12,020 423,017 7,088 677,399 34,122 8,554 Total revenue 9,083 16,062 8,643 12,020 423,017 7,088 677,399 34,122 8,554 Total public support and revenues 1,934,470 1,450,008 1,494,928 1,436,369 460,269 17,096 859,462 867,403 2,440,144 Expenses Program Services 1.986,059 1.637,781 1,562,351 1,523,047 196,757 4,864 364,721 1,264,117 2,688,093 Management and general 81,706 22,635 24,863 18,579 22,130 24,789 31,038 95,770 64,727 Fundraising - - - - - -																			
Boat Program112-2-33,85848Other9,07116,0628,64212,018423,0177,086677,3992648,504Total revenue9,08316,0628,64312,020423,0177,088677,39934,1228,554Total revenue9,08316,0628,64312,020423,0177,088677,39934,1228,554Total public support and revenues1,934,4701,450,0081,494,9281,436,369460,26917,096859,462867,4032,440,144ExpensesProgram Services1,986,0591,637,7811,562,3511,523,047196,7574,864364,7211,264,1172,688,093Management and general81,70622,63524,86318,57922,13024,78931,03895,77064,727FundraisingBoat Program<	Total Public Support		1,923,307		1,433,940		1,400,200		1,727,577		J1,452		10,000		102,005	_	000,201		2,101,070
Investment income 12 - 1 2 - 2 - 33,858 48 Other 9,071 16,062 8,642 12,018 423,017 7,086 677,399 264 8,506 Total revenue 9,083 16,062 8,643 12,020 423,017 7,086 677,399 34,122 8,554 Total public support and revenues 1,934,470 1,450,008 1,494,928 1,436,369 460,269 17,096 859,462 867,403 2,440,144 Expenses Program Services 1,986,059 1,637,781 1,562,351 1,523,047 196,757 4,864 364,721 1,264,117 2,688,093 Management and general 81,706 22,635 24,863 18,579 22,130 24,789 31,038 95,770 64,727 Fundraising -	Revenue																		
Investment mome 9,071 16,062 8,642 12,018 423,017 7,086 677,399 264 8,506 Other 9,083 16,062 8,643 12,020 423,017 7,088 677,399 34,122 8,554 Total public support and revenues 1,934,470 1,450,008 1,494,928 1,436,369 460,269 17,096 859,462 867,403 2,440,144 Expenses Program Services 1.986,059 1,637,781 1,562,351 1,523,047 196,757 4,864 364,721 1,264,117 2,688,093 Management and general 81,706 22,635 24,863 18,579 22,130 24,789 31,038 95,770 64,727 Fundraising - <t< td=""><td>Boat Program</td><td></td><td>-</td><td></td><td>-</td><td></td><td>-</td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td>-</td></t<>	Boat Program		-		-		-		-								-		-
Other 10000 <th< td=""><td>Investment income</td><td></td><td>12</td><td></td><td>-</td><td></td><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>. –</td></th<>	Investment income		12		-		1								-				. –
Total revenue 7,003 10,002 0,015 10,002 </td <td>Other</td> <td></td> <td>9,071</td> <td></td> <td>16,062</td> <td></td>	Other		9,071		16,062														
Expenses 1,986,059 1,637,781 1,562,351 1,523,047 196,757 4,864 364,721 1,264,117 2,688,093 Management and general 81,706 22,635 24,863 18,579 22,130 24,789 31,038 95,770 64,727 Fundraising -	Total revenue		9,083		16,062		8,643												
Program Services 1,986,059 1,637,781 1,562,351 1,523,047 196,757 4,864 364,721 1,264,117 2,688,093 Management and general Boat Program 81,706 22,635 24,863 18,579 22,130 24,789 31,038 95,770 64,727 Fundraising Boat Program -	Total public support and revenues		1,934,470		1,450,008		1,494,928		1,436,369		460,269		17,096		859,462		867,403		2,440,144
Program Services 1,986,059 1,637,781 1,562,351 1,523,047 196,757 4,864 364,721 1,264,117 2,688,093 Management and general Boat Program 81,706 22,635 24,863 18,579 22,130 24,789 31,038 95,770 64,727 Fundraising Boat Program -	Evnenses																		
Management and general 81,706 22,635 24,863 18,579 22,130 24,789 31,038 95,770 64,727 Fundraising Boat Program - </td <td></td> <td></td> <td>1.986.059</td> <td></td> <td>1.637.781</td> <td></td> <td>1,562,351</td> <td></td> <td>1,523,047</td> <td></td> <td>196,757</td> <td></td> <td>4,864</td> <td></td> <td>364,721</td> <td></td> <td>1,264,117</td> <td></td> <td>2,688,093</td>			1.986.059		1.637.781		1,562,351		1,523,047		196,757		4,864		364,721		1,264,117		2,688,093
Fundraising Boat Program Total expenses 2,067,765 1,660,416 1,587,214 1,541,626 218,887 29,653 395,759 1,359,887 2,752,820 Change in nct assets (133,295) (210,408) (92,286) (105,257) 241,382 (12,557) 463,703 (492,484) (312,676) Net assets (deficit), beginning of the year (215,386) (465,616) (1,187) (69,033) (241,382) 12,557 (463,616) 899,187 619,205									18,579		22,130		24,789		31,038		95,770		64,727
Boat Program Total expenses 2,067,765 1,660,416 1,587,214 1,541,626 218,887 29,653 395,759 1,359,887 2,752,820 Change in net assets (133,295) (210,408) (92,286) (105,257) 241,382 (12,557) 463,703 (492,484) (312,676) Net assets (deficit), beginning of the year (215,386) (465,616) (1,187) (69,033) (241,382) 12,557 (463,616) 899,187 619,205	-		-				-				-		-		-		-		-
Total expenses2,067,7651,660,4161,587,2141,541,626218,88729,653395,7591,359,8872,752,820Change in nct assets(133,295)(210,408)(92,286)(105,257)241,382(12,557)463,703(492,484)(312,676)Net assets (deficit), beginning of the year(215,386)(465,616)(1,187)(69,033)(241,382)12,557(463,616)899,187619,205	5		_		: <u> </u>		-		-		-		-		-		-		-
Change in net assets (133,295) (210,408) (92,286) (105,257) 241,382 (12,557) 463,703 (492,484) (312,676) Net assets (deficit), beginning of the year (215,386) (465,616) (1,187) (69,033) (241,382) 12,557 (463,616) 899,187 619,205	-		2 067 765		1 660 416		1.587.214		1.541.626		218.887		29,653		395,759		1,359,887		2,752,820
Net assets (deficit), beginning of the year (215,386) (465,616) (1,187) (69,033) (241,382) 12,557 (463,616) 899,187 619,205	•														463,703		(492,484)		
	2										(241,382)				(463,616)		899,187		619,205
(0.001) = (0.	Net assets (deficit), end of the year	\$	(348,681)	\$	(676,024)	\$		\$		\$	···· · · · · · · · · · · · · · · · · ·	\$		\$	87	\$	406,703	\$	306,529

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	AMIkids erald Coast	AMIkids Pensacola	fikids Last ance Ranch	G	AMIkids Greater Ft. Lauderdale	AMIkids Georgia	AMIkids corgetown		AMIkids Manatee County		AM1kids Sarasota County		nfinity ools, Inc.
Public Support and revenue:													
State support:										2		2	
Florida	\$ 360,627	\$ 764,777	\$ 467,721	\$	685,457	\$ -	\$ -	\$	8 2 0	\$	-	\$	
South Carolina	-	-	-		-	-	1,116,403		(, , ,		672		17
Louisiana			÷.		1.00	-	-		-				-
Georgia	175	-	-		-	-	-		() -		-		18
Texas	1.20	-	~		() - (•	-		(*)				57-
North Carolina	-	-	-		-	-	-		-		-		-
Federal Support	48,108	52,672	85,238		78,534	-	97,247				15,211		-
Regional Funds	191,976	325,008	51,985		356,246	-	807		291		73,851		325,980
Contributions	 96,779	165,790	 20,493		39,543	 3,304	 24,720		4,360		12,777		13,510
Total Public Support	 697,490	1,308,247	625,437	90	1,159,780	 3,304	 1,239,177		4,651		101,839		339,490
Revenue													
Boat Program	-	-			-	-	-				-		-
Investment income	26	2,113	5		1,649	20	626		5		558		32
Other	7,611	80	285,336		2,451	-	90,879		99,408		-		-
Total revenue	 7,637	2,193	 285,341		4,100	20	91,505	_	99,413		558		32
Total public support and revenues	 705,127	 1,310,440	910,778		1,163,880	 3,324	 1,330,682		104,064		102,397		339,522
F													
Expenses Program Services	689,329	1,277,404	882,581		1,422,879	· _	1,346,721		32,296		218,652		414,312
Management and general	35,357	55,488	137,020		34,095	-	21,641		563,326		103,652		54,369
Fundraising	55,557	-	-		_	32,881	-		-		-		-
-	-	-	_		-	-	_		-		-		-
Boat Program Total expenses	 724.686	 1,332,892	 1,019,601		1,456,974	 32,881	1,368,362		595,622		322,304		468,681
Change in net assets	 (19,559)	 (22,452)	 (108,823)		(293,094)	(29,557)	 (37,680)		(491,558)		(219,907)		(129,159)
Net assets (deficit), beginning of the year	(80,230)	389,898	116,857		497,725	265,412	542,195		479,790		281,910		149,313
Net assets (deficit), beginning of the year	\$ (99,789)	 367,446	\$ 8,034	\$	204,631	\$ 235,855	\$ 504,515	\$	(11,768)	\$	62,003	\$	20,154

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	AMIkids Georgia Properties	AMIkids Infinity Chicago	I	MIkids nfinity se County	M	cids New exico perties		AMIkids Infinity Iarlboro		AMIkids Lafayette		MIkids North rolina Family Services		AMIkids acksonville		AMIkids efferson
Public Support and revenue:																
State support:									12					F714 (11)	e.	
Florida	\$	\$ -	\$	20	\$		\$	12	\$	-	\$	-	\$	574,611	3	1775) 1775)
South Carolina	<u>_</u>	-		-								5		-		-
Louisiana	-	-		1075				÷		-		-		-		-
Georgia	8	-		-		-		-		-		-				
Texas	2	~		-		1		T.		5 5 3		-		-		-
North Carolina	-	-		-		-		- 30		-		1,248,989		-		-
Federal Support	-	(1,994)		-		-		-		-		-		28,229		15,187
Regional Funds	-	-		427,860		-		400,000		153,335		-		186,427		157,161
Contributions	 -	 -3,140		535		-		47,465		-		2,200		230,045		230,945
Total Public Support	 -	 1,146		428,395				447,465		153,335		1,251,189		1,019,312		403,293
Revenue																
Boat Program	-			-		-		-		-		-		-		-
Investment income	10	16		27		3,158		14		-		-		366		-
Other	22,500	 21,765				-		12,707		-		13		228		1,555,296
Total revenue	22,510	 21,781		27		3,158		12,721	-	-		13		594		1,555,296
Total public support and revenues	22,510	 22,927		428,422		3,158		460,186		153,335		1,251,202		1,019,906		1,958,589
Expenses				100 005		2 457		447,179		102,730		1,232,999		1.036.389		773,933
Program Services	121,690	25,081		422,885		2,457 354		447,179 66,700		24,650		1,232,999		35,620		254,043
Management and general	399	9,526		71,315						24,030		10,012		55,020		-
Fundraising	-	-		-		-		-		-		-		_		- 0
Boat Program	 -	 -				-				127,380		1,251,311	_	1,072,009		1,027,976
Total expenses	 122,089	 34,607		494,200		2,811		513,879				(109)		(52,103)		930,613
Change in net assets	(99,579)	(11,680)		(65,778)		347		(53,693)		25,955		357,383		509,494		(888,883)
Net assets (deficit), beginning of the year	 2,664,396	 11,680	e	70,116	¢	755,375	¢	24,692	¢	25,955	\$	357,274	\$	457,391	\$	41,730
Net assets (deficit), end of the year	\$ 2,564,817	\$ 	\$	4,338	Э	755,722	9	(29,001)	Ð	23,933	J	551,214	JI.	151,571	Ψ	71,750

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	G	AMIkids Fraduate School		AMIkids Idle Georgia	V	uth Carolina Vilderness Institute	AMIk	ids Pasco		AMIkids Norfolk	AMIkids Northeast Louisiana		AMIkids Orlando		AMIkids alm Beach	Pai !	MIkids 1ama City Marine nstitute
Public Support and revenue:																	
State support:							98440		~			-		<i>a</i>			(23.01.4
Florida	\$	2)	S	-	\$	1	\$		\$		\$	\$	376,375	\$	-	\$	657,914
South Carolina		5				1754		-		-	-		-		-		
Louisiana		<u></u>		-				<i>H</i>			-		.		3.5		(22)
Georgia		-		164,726		177.1					а 1		5		-		12
Texas		-		-		-		<u>_</u>			-		-		-		-
North Carolina		-		-		-		-		-	-		-		-		-
Federal Support		-		10,853		-		33,643		6,985	4,061		34,345		3,087		76,206
Regional Funds		-		128,474		-		141,322		97,188	-		334,900		-		688,437
Contributions		300		328				283,853		4,762	535		90,545		2,454		73,002
Total Public Support		300		304,381				458,818	-	108,935	 4,596		836,165		5,541		1,495,559
Revenue																	
Boat Program		-		-				-			-		-				-
Investment income		30		1,520				1,426		13	9		71		8		2
Other		-		5,500		-				897,476	 4,700	_	4,590		788,718		66,811
Total revenue	9	30		7,020		-		1,426		897,489	 4,709		4,661		788,726	_	66,813
Total public support and revenues		330		311,401		-		460,244		1,006,424	 9,305		840,826		794,267		1,562,372
Expenses																	
Program Services		397,000		782,389		-		572,048		330,427	221,781		892,145		61,250		1,468,265
Management and general		3,494		203,642		614		65,154		66,386	44,961		36,341		743,620		369,961
Fundraising		-		-		-		-		-	-		-		-		-
Boat Program		-		-		-				-	-		-		-		-
Total expenses		400,494		986,031		614		637,202		396,813	266,742		928,486		804,870		1,838,226
Change in net assets		(400,164)		(674,630)		(614)		(176,958)		609,611	 (257,437)		(87,660)		(10,603)		(275,854)
Net assets (deficit), beginning of the year		400,164		841,987		295,997		422,833		(609,611)	 302,468		97,377		10,603		321,803
Net assets (deficit), end of the year	\$	-	\$	167,357	\$	295,383	\$	245,875	\$	-	\$ 45,031	\$	9,717	\$	-	\$	45,949

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	AMII Piedm			MIkids inellas	MIkids eninsula	AN	Alkids Red River	AMIkids Rio Grande Valley	AMIkids Sandoval	-	MIkids nnah River	L	AMIkids Louisiana roperties	So	MIkids uthwest Iorida
Public Support and revenue:															
State support:										æ		er.		¢	570 (9)
Florida	\$	-	\$	334,719	\$ -	\$	-	\$ -	\$ -	\$	-	\$	-	\$	570,681
South Carolina	1,1	6,402		-	-		-	-	-		-		-		-
Louisiana		-		-	-		-	-	-		-		-		-
Georgia		-		-	-		-	-	-		705,977		-		-
Texas		-		-	-		-	454,891			-		-		-
North Carolina		-		-	-		-	-	-		-		-		-
Federal Support	(7,353		29,674	-		48,235	53,486	2,818,962		12,906		-		29,140
Regional Funds		3,500		144,282	-		348,016	227,037	-		-		-		270,273
Contributions		8,287		119,860	 -		69,279	 21,268	24,799		105,183		5,163		87,472
Total Public Support	1,2	5,542	.1	628,535	 -		465,530	756,682	 2,843,761		824,066		5,163		957,566
Revenue															
Boat Program		-		-			-		-		-		-		(20,285)
Investment income		3		128	-		54	5 02 4	-		123		10,636 324,288		(20,283)
Other		9,528		27,884	 211,600		2,440	 5,024	 115		19,642				
Total revenue		9,531		28,012	 211,600		2,494	 5,025	 115		19,765		334,924		(20,107)
Total public support and revenues	1,22	5,073		656,547	 211,600		468,024	 761,707	 2,843,876		843,831		340,087		937,459
Expenses													0.42,172		1 0 47 508
Program Services		4,328		834,780	-		965,368	1,015,324	2,392,989		1,616,950		243,172		1,047,598
Management and general		4,704		35,022	194,454		98,993	56,454	39,244		20,244	18	109,354		28,393
Fundraising		-			-		-	-	-		-		-		-
Boat Program		-		-			-	 -	 -		-		-		-
Total expenses	1,20	9,032		869,802	 194,454		1,064,361	1,071,778	 2,432,233		1,637,194		352,526		1,075,991
Change in net assets		6,041		(213,255)	17,146		(596,337)	(310,071)	411,643		(793,363)		(12,439)		(138,532)
Net assets (deficit), beginning of the year		2,992		327,833	 (17,312)		406,248	 (1,033,693)	 (669,761)		340,672		1,176,840	¢	556,178
Net assets (deficit), end of the year	\$ 1	9,033	\$	114,578	\$ (166)	\$	(190,089)	\$ (1,343,764)	\$ (258,118)	\$	(452,691)	\$	1,164,401	\$	417,646

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	So	MIkids outhwest ouisiana	AN	Alkids Space Coast	AMIkids `allahassee		AMIkids Tampa	AMIkids Volusia		AMIkids Virginia /ilderness	AMIkids 'est Florida	AMIkids INGS South Florida		MIkids GS Texas
Public Support and revenue:														
State support:						•			÷.			1.001.01/	e.	
Florida	\$	(1)	\$	1,009,815	\$ 588,209	\$	313,486	\$ 617,281	\$	-	\$ -	\$ 1,001,216	3	-
South Carolina		-		-	-		-	-		-	-	-		51 20
Louisiana		-			-		0 1 2)	75		(075)	-	-		-
Georgia		-		17	-		-	-		-	-	-		-
Texas		-		2 ⁶⁶	<u> </u>		(#)	-		-	870			5.
North Carolina		-		-	-		-	-		-	-	-		-
Federal Support		51,732		60,111	55,743		25,168	39,496		557,498	65,170	198,050		-
Regional Funds		414,669		242,495	165,567		98,060	183,798		1,336,624	271,189	713		-
Contributions		16,155		76,899	 57,354		103,582	18,074		20,907	 7,984	 26,352		-
Total Public Support		482,556		1,389,320	 866,873		540,296	 858,649		1,915,029	 344,343	 1,226,331		
Revenue														
Boat Program				-	<u> </u>		-	-		-				
Investment income		29		174	-		-	5. T		2	1	21		-
Other		651,020		126,592	 21,915		38,017			1,501	 1,396,818	 2,376,931		7,600
Total revenue		651,049		126,766	21,915			 		1,503	 1,396,819	 2,376,952		7,600
Total public support and revenues		1,133,605		1,516,086	 888,788		578,313	 858,649		1,916,532	1,741,162	 3,603,283		7,600
Expenses														
Program Services		722,022		1,456,157	966,536		773,341	846,380		1,532,093	895,509	1,836,213		3,034
Management and general		88,413		37,897	43,119		35,718	28,373		317,889	83,561	68,717		38,680
Fundraising		-		-	-		-	_		-	-	-		-
Boat Program		-			-		-	-		-	-	-		-
Total expenses		810,435		1,494,054	1,009,655		809,059	874,753		1,849,982	979,070	 1,904,930		41,714
Change in net assets		323,170		22,032	 (120,867)		(230,746)	(16,104)		66,550	762,092	1,698,353		(34,114)
Net assets (deficit), beginning of the year		(348,574)		1,160,421	285,750		356,700	56,948		674,875	(706,292)	 (1,668,859)		(23,172)
Net assets (deficit), end of the year	\$	(25,404)	\$	1,182,453	\$ 164,883	\$	125,954	\$ 40,844	\$	741,425	\$ 55,800	\$ 29,494	\$	(57,286)

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		AMIkids Y.E.S.	Total	Eliminations	Total
Public Support and revenue:					
State support:					
Florida	\$	933,757	\$ 15,258,444	\$-	\$ 15,258,444
South Carolina		-	8,217,969	-	8,217,969
Louisiana		-	1,569,156	-	1,569,156
Georgia		-	1,298,359	-	1,298,359
Texas		-	535,166	-	535,166
North Carolina		-	1,469,399	-	1,469,399
Federal Support		471,598	7,209,016	-	7,209,016
Regional Funds		160,899	10,423,154	-	10,423,154
Contributions		32,221	5,652,220	(1,769,305)	 3,882,915
Total Public Support	_	1,598,475	 51,632,883	(1,769,305)	 49,863,578
Revenue					
Boat Program		-	4,763,821	-	4,763,821
Investment income		69,811	591,733	(299,505)	292,228
Other			 13,326,995	(11,638,136)	 1,688,859
Total revenue		69,811	 18,682,549	(11,937,641)	6,744,908
Total public support and revenues		1,668,286	 70,315,432	(13,706,946)	 56,608,486
Expenses					
Program Services		1,623,833	53,800,086	(2,143,792)	51,656,294
Management and general		81,100	21,823,015	(11,797,887)	10,025,128
Fundraising		-	600,393	(278,620)	321,773
Boat Program		-	 4,243,321	-	 4,243,321
Total expenses		1,704,933	80,466,815	(14,220,299)	 66,246,516
Change in net assets		(36,647)	(10,151,383)	513,353	(9,638,030)
Net assets (deficit), beginning of the year		762,988	32,708,035	1,084,015	33,792,050
Net assets (deficit), end of the year	\$	726,341	\$ 22,556,652	\$ 1,597,368	\$ 24,154,020

Schedule II

See Independent Auditors' Report on Supplemental Information

Public Support and Revenue Information

For the Year Ended June 30, 2013

									0	then Local							Combined Support &
		State	Sch	ool Districts	Fed	eral Support	Un	ited Way		iher Local Grants	Co	ontributions	Boa	t Program		Other	Revenue
(vi) ·]		15,258,444	•	4,580,449	¢	2,383.321	s	368,638	s	807,160	\$	4,067,292	\$	4,763,821	\$	3,500.878	\$ 35,730,003
Florida Georgia	ð	1,298.359	J.	245,699	ي.	36.874	Ψ	-	Ŷ	5071100	*	109.737		-		50,804	1.741.473
Illinois		-		-		(1.994)		-		-		3,140		-		10,064	11,210
Louisiana		1,569,156		1,725,432		319.030		69.500		104.338		865.556		-		363,760	5,016,772
New Mexico		-		-		3.307.957				-		24,799		-		3.273	3.336.029
North Carolina		1.469.399		427,860		-		-		2		2,735		~		40	1,900,034
South Carolina		8.217.969		400,000		545.859		33.228		-		532.024				200.934	9,930,014
Texas		535.166		-		53,486		-		227,037		21.268		-		12.625	849.582
Virginia						564,483		-		1,433.813		25,669		-		121.186	 2,145.151
c .		28,348,493		7.379.440		7.209.016		471.366		2,572,348		5,652,220		4,763,821		4.263.564	60.660.268
Less Intercompany Revenue ¹						-						(1.769.305)		-		(2,282,477)	 (4,051,782)
Total Public Support & Revenue	\$	28,348,493	\$	7,379.440	\$	7,209,016	\$	471,366	\$	2.572.348	\$	3,882,915	\$	4,763,821	\$	1.981.087	\$ 56.608.486

For the Year Ended June 30, 2012

		State	Scl	ool Districts	Fed	eral Support	Ur	ited Way	0	ther Local Grants	Co	ntributions	Bo	at Program	 Other		Combined Support & Revenue	
Florida	\$	20.097.838	\$	6,987,129	\$	3.647,273	\$	474,895	\$	233.747	\$	2.291.164	\$	5.318.166	\$ 2.105.544	\$	41.155.756	
Georgia		5,717,303		495,071		169.993		-		-		193.666		-	38,408		6.614.441	
Illinois		-		1.024.393		20,600		-		-		11,973		-	132		1.057.098	
Louisiana		5,204,079		1,565,943		2,882,403		65,000		37,589		95,293		-	376.495		10,226,802	
New Mexico		-		-		2.083.524		-		-		777.476		-	3,747		2,864,747	
North Carolina		1,316,050		427,860		-		-		<u>12</u>		305		-	70		1,744.285	
South Carolina		8,217,944		400.000		553,504		28.713		-		543,232		-	123.467		9,866,860	
Texas		597.613		-		51.671		-		159,642		14,926		-	10.776		834.628	
Virginia		-		250,000		585,124		-		1.361,454		23,796		-	45,770		2.266.144	
Virginia		41,150,827		11,150,396		9,994.092		568,608		1,792,432		3.951.831		5,318,166	2.704.409		76.630.761	
Less Intercompany Revenue ²				-		_		_		-		(1.944.625)		-	(1.844.331)	_	(3.788,956)	
Total Public Support & Revenue	s	41,150,827	\$	11,150,396	\$	9,994.092	\$	568,608	\$	1,792,432	\$	2,007,206	\$	5,318,166	\$ 860,078	\$	72,841,805	

¹Excludes AMIkids Inc closure gains and affiliate debt forgiveness of \$.9 million and \$8.7 million. respectively, which are eliminated within the Other category

²Excludes affiliate debt forgiveness of \$1.8 million, which are eliminated within the Other category

See Independent Auditors' Report on Supplemental Information



B. Administrative and Financial Capability

2. Staff Capability

Detailed Staffing for AMIkids Georgetown Marine Institute

AMIkids Georgetown Marine Institute provides for 24 hour awake supervision, 365 days a year meeting and/or exceeding the required staffing of 1 staff to every 8 youth awake; 1 staff to every 10 youth during sleep with 2 direct care staff in each cottage; and 1 HSP to every 16 youth. Schedules are developed and posted for all staff for coverage to ensure proper ratios at all times including emergencies and sick leave.

Recruitment

AMIkids has designed and implemented hiring practices to identify, recruit and hire a qualified diverse staff that embodies the organizational values. AMIkids Human Resources department posts all open positions internally to expedite hiring of qualified and trained individuals. As a service to AMIkids Georgetown Marine Institute, AMIkids, Inc. provides the following to ensure highly qualified and appropriate staff for all open, required and budgeted positions:

- 1) Post positions internally and externally
- 2) National Directors of MH & Education Services review resume submissions for degree and licensure qualifications/experience (Mental Health, Education and Leadership positions may apply).
- 3) Best candidates are invited for a face-to-face on-site interview. Interview consists of a combination of position specific and AMIkids interview questions
- 4) National and Regional Directors recommend candidates for hire (for leadership positions). Those candidates meet with the facility Executive Director (if employed at the time) to ensure all leadership are in agreement regarding final decisions.
- 5) Job offers are made contingent upon background screening, reference checks, degree confirmation, licensure confirmation, etc.

Collection and Maintenance of Documentation of Current Licenses, Certifications, Qualifications and Experience

Prior to employment, all potential employees go through a rigorous screening process to include, but is not limited to:

- Background Screening with an Eligible rating prior to employment or access to youth
- A driver's license check **prior** to employment and/or access to youth: *employees with* more than two moving violations in the last three years or a DUI/DWI within the last seven years are prohibited from operating institute vehicles or transporting students under any circumstances.



- Drug screening
- License, certification, education and experience qualification check
- Reference check
- Sexual offender check

Hiring and Training

All new employees meeting the criteria and being offered employment at AMIkids Georgetown Marine Institute complete new hire paperwork and work documents including signing the job description and the AMIkids Employee Handbook acknowledgement. The Handbook explains expected professionalism, code of conduct, and rules and policies an employee must adhere.

All staff members currently employed at AMIkids Georgetown Marine Institute hold the required degree, experience and background required to perform the services and tasks associated with the current contract as well as the requirements of the RFP. Any new employees hired will also be required to meet and/or exceed the requirements set forth by their job descriptions, contract requirements and/or State Standards.

AMIkids Georgetown Marine Institute employs a rigorous, comprehensive staff training program to ensure all team members are trained to provide services to the youth, community and stakeholders with excellence.

Staff Training and Development

AMIkids Georgetown Marine Institute maintains employees' training files, schedules required training with internal and external resources, and ensures contractual established pre-service and annual training standards are adhered. AMIkids, Inc. assists the programs with development of New Hire and Annual Training Plans and with scheduling trainings to ensure compliance with Evidence Based Practices and Department requirements and offers employees opportunities during annual departmental conferences (Mental Health, Leadership, Education, etc.) as well as synchronous trainings available throughout the year.

Each year, an annual training calendar is developed and made available to all staff members identifying specific training topics and dates. Supervisory staff, as part of their annual hours of required in-service training, will complete training in areas of management, leadership, personal accountability, employee relations, communications or fiscal training through AMIkids supervisory meetings and online trainings. AMIkids, Inc. manages an online training calendar on the AMIkids Intranet Site along with Moodle interactive, web-based trainings that are available to all team members. Although each program is responsible for their own training needs, as a service to the programs, AMIkids, Inc. employs a National Director of Training and Leadership Development to assist the programs and **exceed** Department requirements in the area of training and retention, schedule needed trainings, research new opportunities, develop new leaders, and create specific trainings based on program and organization needs. This position is also responsible for maintaining and updating the AMIkids Intranet Training Site and Moodle trainings.



Competency and Leadership Development Process

In addition to the required contractual and AMIkids training, staff engages in a competency development process, an individualized training plan focused on the job specific skills the staff member needs to be successful. Position specific Competency Sets are comprised of the interpersonal, leadership, contextual and technical skills an individual needs to do their respective job at a high level.

For all mid-level managers or those in supervisory roles, AMIkids, Inc. developed the AMIkids Leadership University (ALU). The ALU focuses on developing supervisory leadership skills as well as basic management training. The participants receive training that provides them with the tools they need to be more effective in their current role and prepare them for future leadership positions within AMIkids. The face-to-face, web-based and conference call training sessions over the course of 12 weeks (Intro ALU Seminar, Regional Cohort Workshop, ALU Success Seminar) are designed around current trends, needs, and best practices in Juvenile Justice, Mental Health and Education. The managers are assigned to a cohort with designated senior Executive Directors who provide coaching and mentoring throughout the process. In addition to the standard foundation training topics, managers participate in individualized training topics/assignments based on a 360 Competency Evaluation Assessment and performance observations. Trainings are a combination of live seminars and on-demand courses via eLearning. Employee participation is tracked by the Human Resources and Training Departments of AMIkids, Inc. Participants continue their individualized training over the course of 1 year to ensure competency.

Delivery of Training

AMIkids Georgetown Marine Institute staff members receive training through the following mechanisms:

- Instructor Led: AMIkids, Inc. holds trainings throughout the year to include topics such as Crisis Training and First Aid/CPR/AED, Evidence Based trainings, conferences, etc. AMIkids Georgetown Marine Institute ensures in house instructor led trainings are held in accordance with requirements and standards set forth by AMIkids, Inc. and stakeholders.
- Individualized Instruction Workbooks: Staff has access to a series of workbooks for AMIkids required training. The workbooks are designed to be self-study.
- AMIkids Professional Development Website: Staff has access to on-line training in a variety of AMIkids required and optional training through the web on the AMIkids Intranet, Professional Development Website and Moodle.
- AMIkids Synchronous Training: AMIkids provides numerous training events throughout the year through video conferencing, web chats, face-to-face meetings, etc.



Retention

AMIkids Georgetown Marine Institute recognizes that staff retention is critical to ensure continuity of excellent services but also to allow for the development of meaningful relationships between staff and youth. In an effort to increase staff retention, the following strategies are employed:

- Competency Development Planning: to ensure team members are adequately prepared for the job, an assessment of their job related competencies is required. Identified strengths that are critical to job performance are prioritized and an individualized competency development plan is created. By ensuring that a team member has the required skills to perform the job, we hope to decrease job frustration and thereby increase retention.
- Continuous Coaching and Feedback: Supervisors provide continual feedback on competency development. The supervisor reviews the staff's development plan at regular intervals and provides continual coaching, training, and feedback which impacts retention by ensuring success and minimizing negative staff/supervisor interactions.
- Access Leadership: AMIkids employs an "open door" policy where all are involved in strategic planning and can discuss issues and concerns without fear of reprisal.
- Competitive Salary and Benefits Package: affordable healthcare, dental and vision plans, life insurance plans, Paid Time off (PTO) hours (sick, vacation and holiday), sabbatical options, short term disability benefits, pension and 403B plans, as well as numerous training and advancement opportunities.
- Advancement Opportunities: With different models in several states, AMIkids has many
 opportunities for employees to move, gain new experiences and be promoted. AMIkids
 also provides additional training and leadership opportunities like "Kids First University",
 online training modules, and job specific training. Employees in leadership roles or
 interested in becoming a leader in the organization will be invited to participate in the
 AMIkids Leadership University where we will help the employees realize their current
 skills and develop needed skills to be an effective leader.
- At AMIkids we believe in developing a *family atmosphere* for our youth and staff in order to ensure a positive working environment. Our team members become extended family members and we care for them as such.
- Recognition for years of service, successes and efforts. Employees are rewarded for years of service in 5 year intervals; are incented and recognized for service above and beyond; rewarded for improvement initiatives and meeting or exceeding expected outcomes; recognized for being a leader in exemplifying the organization's mission and



values and for being a leader in their particular discipline (Executive Director of the Year, Educator of the Year, etc.).

Staffing Levels

The AMIkids structure and organizational chart allows for AMIkids Georgetown Marine Institute to meet or **exceed** the required direct care staff members on each shift. This allows for coverage for vacation time, sick time, leave, as well as student trips and off-site activities. In addition, AMIkids Georgetown Marine Institute also ensures *all* team members are trained in all Department requirements to be considered "direct care" and all team members cross train with other departments to ensure coverage in emergencies.

In order to meet the staffing ratio and delivery of services, AMIkids will ensure staffing of the following:

- **Executive Director** the Executive Director (ED) is responsible for comprehensive • administration of program operations, academic programming, treatment programs, behavior modification, and individual case management. The ED functions as chief program administrator to oversee all components of the APGM[©], other evidence-based practices, and program services. The ED ensures compliance with all applicable local, state and federal regulatory and contract requirements. The ED's work includes implementing fundraising initiatives, overseeing financial resources, securing and maintaining relationships with community partners and managing the program budget. The ED is accountable to national management and the local Board of Trustees. The ED will have at a minimum, a Bachelor's Degree, four (4) years professional experience in a youth rehabilitation or residential facility, four (4) years supervisory/administrative responsibilities or equivalent. Minimum Education/Training/Experience for an Executive Director includes: a Bachelor's Degree, supplemented by four (4) years professional experience in a children's rehabilitation or residential facility to include supervisory/administrative responsibility or any combination of education, training and experience equal to or greater than defined regulatory requirements – OR – a Bachelor's Degree in Social Work, Psychology, Counseling or Administration, supplemented by three (3)years' experience working with children to include supervisory/administrative responsibility or any combination of education, training and experience equal to or greater than defined regulatory requirements – OR – Master's Degree in Social Work, Psychology, Counseling or Administration or related field, supplemented by two (2) years professional experience working with children to include supervisory/administrative responsibility or any combination of education, training and experience equal to or greater than defined regulatory requirements – OR – an individual who is in the process of obtaining a degree and supplemented by ten (10) years professional experience in a children's rehabilitation or residential facility to include supervisory/administrative responsibility.
- **Director of Treatment** The Director of Treatment has full accountability to the program's executive director for ensuring the appropriate coordination and



implementation of mental health and substance abuse services. In this role, the DT also provides direct oversight for all mental health and substance clinical staff, and works closely with the AMIkids Regional Director of Mental Health Services and Compliance to ensure quality service provision. The Director of Treatment is responsible for the development, implementation and general oversight of assigned treatment services, including assessments related to treatment needs, treatment plans, and treatment and intervention referrals. Treatment service may or may not include case management services. The DT provides group, individual, family and crisis counseling services to youth and their families affiliated with the program. The DT oversees work performed by program staff (where applicable) such as Clinical Staff, Behavior Modification Specialist, counselors and may or may not supervise Case Management Staff. The Director of Treatment serves as the DMHA as assigned by the Executive Director. Minimum Qualifications/Experience: Master's degree plus State licensure as a psychologist or a mental health counselor, clinical social worker, or marriage and family therapist licensed. This position will serve as the Designated Mental Health Authority and ensure full compliance with the State Standards and contract requirements.

- **Director of Education** The Director of Education (DE) is responsible for the development, implementation and supervision of academic programming, policies and procedures. The DE functions to ensure quality learning services are provided through professional development and effective classroom management skills of instructional staff. The DE is responsible for developing and maintaining positive relationships with school district contract managers and professionals. The DE executes all education components of the AMIkids Personal Growth Model© (APGM©), and ensures compliance with all applicable local, state, and federal regulatory and contractual requirements governing academic programs. The DE ensures all education staff is appropriately trained and certified, and assists the Executive Director/Principal in development and implementation of program policies and procedures. The Minimum Education/Training/Experience for a Director of Education includes: Master's Degree in Education Leadership or closely related field, supplemented by two (2) years professional experience working with children to include supervisory/administrative responsibility any combination of education, training and experience equal to or greater than defined regulatory requirements.
- Shift Supervisors The Shift Supervisor provides effective leadership to motivate and guide staff and students toward the successful accomplishment of established program goals and objectives. The Shift Supervisor functions to create a successful work environment and positive learning atmosphere through collaboration in all components of the APGM[©]. The Minimum Education/Training/Experience for a Shift Supervisor includes: High School/GED, with one to two years of experience working with youth preferably within the juvenile justice system; Associates or Bachelor's degree highly desirable.



- Direct Care Staff The Direct Care staff is responsible for directing and safely supervising students during activities. The staff accepts instructions from the DO and/or Shift Supervisor. The Direct Care staff's main concern includes the safety and supervision of our youth. The Minimum Education/Training/Experience includes: High School Diploma or GED; supplemented by one (1) to two (2) years related experience OR any equivalent combination of education, training and/or experience.
- Food Service Worker(s) Responsible for teaching and safely conduct the planning, preparation, and serving of Institute meals. The Food Service Worker will safely supervise students under instruction in quality menu planning, food preparation, waste disposing, recycling and serving standards. In addition, as a staff member, the Food Service Worker will maintain production records, inventories, contract audit documentation and equipment, supply, maintenance logs. The Food Service Worker's main concern includes the safety, supervision, counseling, and role modeling for our students. *The minimum education, training and experience for these positions are: High School Diploma or GED and 1 to 2 years related experience. ServSafe certification preferred.*
- HSP The Human Services Professional (HSP) is responsible for evaluating, assessing and caring for students who are receiving Residential Intermediate Group Care services. Responsibilities involve facilitating the case management process which includes evaluating student needs and ensuring the timely delivery of appropriate program services to meet behavioral, psychological and psychosocial development and progress with established goals in each student's Individual Care Plan (ICP). The HSP also serves as a liaison between the parents and the Program and between the appropriate State Agency and the Program. The minimum education, training and experience for this position is: Bachelor's degree in Psychology, Social Work, or other counseling related fields from an accredited educational institution, Master's degree preferred; Minimum of three (3) years related experience and/or training; or equivalent combination of education and experience.
- Business Manager The Business Manager assists the ED in administration with various program functions, e.g., personnel management, financial management, board relations, and fundraising. The BM maintains confidentiality of sensitive information, facilitates efficient program operations, and assists in creating an effective work environment. The Business Manager may supervise entry level support staff. The Minimum Education/Training/Experience for the Business Manager includes: a High School Diploma/GED plus a minimum of 4 years' experience as an administrative assistant, preferably as an executive assistant or office manager, and experience in bookkeeping or other budget management experience OR an Associate's Degree plus a minimum of 2 years' experience as an administrative assistant, preferably as an executive assistant or office manager, preferably as an executive assistant, preferably as an executive assistant or office manager, and experience in bookkeeping or other budget management experience in bookkeeping or other budget manager, and experience in bookkeeping or other budget manager.



Certified Teacher− The Teacher serves in the instruction and guidance of students within the appropriate grade or academic level. The Teacher is responsible for adhering to recognized curriculum standards, and compliance with instructional guidelines as defined by the local School District and educational systems. The Teacher performs all work as outlined in the educational component of the AMIkids Personal Growth Model© (APGM©). Work includes course delivery, administration of tests (or equivalent course criteria), and the tabulation and submission of students' final course grades. The Minimum Education/Training/Experience for a teacher includes: Bachelor's Degree in Education, the academic discipline being delivered, or related field, supplemented by a demonstrated aptitude for working with at risk and troubled youth − OR − any combination of education, training and experience equal to or greater than defined regulatory requirements. All teachers must possess and maintain current teaching certification, and all necessary academic certifications; NCLB highly qualified designation preferred for the discipline being delivered.

Georgetown Marine Institute has been operated by AMIkids since 1989. AMIkids Georgetown Marine Institute currently employs all qualified and trained staff needed to meet and/or exceed the terms of the current RFP and State Standard Requirements. A copy of the proposed organizational chart as well as current leadership staff resumes are attached.



Position Code: EXECDIR FLSA Status: Exempt

Department: Operations Reports to: **Regional Director**

General Description of Duties

The Executive Director is responsible for comprehensive administration of program operations, academic programming, treatment programs, behavior modification and individual case management. Employee functions as chief program administrator to oversee all components of the Personal Growth Model (PGM) and Evidence Based Practices. Position ensures compliance with all applicable local, State and Federal regulatory requirements governing non-profit education and treatment programs. Work includes implementing fundraising initiatives, overseeing financial resources, securing and maintaining relationships with community agencies and managing program budget.

Primary objective is the realization of AMIkids' mission to provide a safe and successful learning environment for troubled youth, while encouraging social and emotional development through the achievement of academic and personal goals.

Essential Job Functions as they relate to Core Competencies

Establishes effective Interpersonal skills to encourage positive cooperation in the work place, with community partners and increase team success through meaningful interactions with youth; advises team members in developing effective communication skills with youth, families and community partners.

- Develops respectful, trusting and enthusiastic work environment to encourage innovative problem solving and creative program development; enforces the principles of professional conduct ethics, and AMIkids values.
- Maintains open communication for the development of effective working relationships with all levels of staff and colleagues, as well as external agencies and professionals; develops and maintains community relations and effective key customer and contractor contacts.
- Plans and conducts regular staff meetings and interactive training to develop open communication and for the dissemination of information, e.g., problem resolution, policy interpretation, procedural changes.
- Develops effective working relationships with AMIkids corporate office, AMIkids programs, community partners, local Board of Trustees, and regulatory agencies; develops positive community relations; engages in various public speaking forums.

Provides effective Leadership to motivate and guide staff toward the successful accomplishment of established organization goals and objectives; creates a successful work environment and positive learning atmosphere.

- Coordinates and integrates all components youth development services within the AMIkids Personal Growth Model and Evidence Based Practices.
- Develops and implements policies and procedures of the assigned program; plans, organizes and directs program goals and objectives; executes all activities toward the achievement of established AMIkids goals and objectives; plans and directs program operations in fulfilling the goals and objectives of local Board of Trustees initiatives.
- Establishes policies and procedures to provide leadership and control in the event of a crisis. .
- Practices effective organization, time management, and project management skills to ensure practical and efficient administration of program operations; ensures timely processing of administrative functions.
- Directs and oversees employee scheduling, time management and organization to ensure proper youth to staff ratios, youth supervision in the community, and to avoid the co-mingling of youth at different risk levels.

Develops partnerships with and maintains contacts with key individuals of state job services, the youth services department, local school systems, mental health and health providers, vocational programs and service providers in the district; serves as liaison for the Institute to; submits required reports and documentation; acts as liaison between AMIkids corporate office, AMIkids institutes and programs, and regulatory agencies; develops positive school/community relations with industry contacts.

Directs the coordination and implementation of Treatment programs; oversees delivery of appropriate youth diagnosis and treatment by qualified staff in the achievement of favorable therapeutic outcomes; enforces health, mental health and medication policies and procedures.

- Oversees youth evaluation and treatment plans to ensure programs are individualized and meet the needs of each youth.
- Ensures treatment components are consistently implemented with integrity and fidelity; participates in treatment review meetings as necessary.

Directs the coordination and implementation of Behavior Modification programs; oversees youth development initiatives to produce socially significant outcomes.

- Oversees the development, implementation, and evaluation of behavior analysis and youth interventions to encourage social and emotional development.
- Establishes guidelines for desirable youth conduct and disciplinary policies and procedures; prevents and intervenes in youth altercations and incidents; leads and/or participates in positive reinforcement, interdisciplinary and/or care review meetings.

Directs the development and implementation of the academic program to optimize educational opportunities and promote intellectual development of each youth.

- Oversees instructional administrative processes, e.g., teaching qualification and certification requirements, curriculum and testing compliance, master teaching schedule, and appropriate use of distance or virtual learning curriculum.
- Encourages the development of creative learning environments and teaching methods to facilitate student involvement and success.
- Reviews staff assessments of students in their academic and social environments; ensures individualized academic services are provided for each youth, e.g., Individualized Education Plans (IEPs), Individual Academic Plans (IAP).

Manages Human Resource functions, the development of personnel through training, professional developmental activities, the principles of professional conduct and ethics, and AMIkids values.

- Participates in recruiting, screening, hiring and training program personnel; supervises and evaluates the
 performance of professional, administrative and operational staff.
- Ensures all appropriate certifications, licensing and educational requirements are maintained and in compliance with all applicable regulatory standards.

Administers a Risk Management program for the local program to ensure safe and successful working and learning conditions are provided.

- Investigates and implements policy and procedural changes to reduce organizational liability and financial risk, e.g., general and professional liability, employment liability, youth and staff safety liabilities, employee misconduct, workers compensation claims, property and vehicle insurance claims.
- Ensures operational, administrative and reporting compliance with all applicable risk management policies and procedures; ensures appropriate in-service training is provided to staff and youth.

Develops, implements and manages program finances; ensures all functions and programs under charge are performed within established budgetary parameters, to include performing budget projections, costing activities, forecasting revenues and expenditures, and ensuring sound fiscal control.

- Coordinates and executes fundraising activities, appropriately utilizes donations, and properly applies grant funding and various financial resources.
- Ensures all monetary functions are performed in compliance with IRS documentation and reporting regulatory requirements.
- Develops and maintains positive relationships with community agencies to provide cost free services to the youth in our care.
- Performs related duties for which the incumbent is qualified as necessary.

This job description reflects management's assignment of essential functions, it does not prescribe or restrict the tasks that may be assigned. It is not designed to be a comprehensive listing of activities, duties or responsibilities required.

AMIkids Values for Our Leaders

- Ensures program team member interact with youth in a manner that demonstrates a "Kids First" commitment.
- Displays honesty in all interactions with other individuals and in tasks that involve documentation.
- Exhibits integrity in all interactions with people.
- Strives for excellence in all tasks and projects.
- Generates productive enthusiasm in a variety of settings.
- Leads a goal oriented lifestyle by actively creating, modifying and achieving a written set of goals.
- Embraces diversity in such a manner that allows for productive interactions with people from all walks of life.
- Demonstrates creativity in problem solving situations.
- Embraces the key aspects that comprise an effective family; warmth, discipline and empowerment.
- Engages in practices that model safety.
- Demonstrates loyalty to the mission, values and goals of the organization.
- Demonstrates the ability to lead groups of people.
- Shows a commitment to dedication by providing excellent service towards individual kids and families.

Minimum Education, Training and Experience

Bachelor's Degree; supplemented by four (4) years professional experience in a children's rehabilitation or residential facility to include supervisory/administrative responsibility; or any combination of education, training and experience equal to or greater than defined regulatory requirements.

OR

Bachelor's Degree in Social Work, Psychology, Counseling or Administration; supplemented by three (3) years experience working with children to include supervisory/administrative responsibility; or any combination of education, training and experience equal to or greater than defined regulatory requirements.

OR

Master's Degree in Social Work, Psychology, Counseling or Administration or related field; supplemented by two (2) years professional experience working with children to include supervisory/administrative responsibility; or any combination of education, training and experience equal to or greater than defined regulatory requirements.

OR

An individual who is in the process of obtaining a degree and supplemented by ten (10) years professional experience in a children's rehabilitation or residential facility to include supervisory/administrative responsibility.

Certifications, Licenses and Registrations

Must satisfy criminal background check and drug screening as defined by state requirements.

- Must satisfy physical abilities and medical testing as defined by federal regulations.
- Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM).
- Must obtain and maintain current CPR and First Aid Certification by nationally recognized organization.
- Must possess and maintain valid driver's license in the state of employment that meets criteria defined in AMIkids Transportation Standards; may be required to obtain and maintain a Commercial Driver's License (CDL) with passenger and school bus endorsement.

Environmental Conditions

Work is typically performed in usual office conditions with rare exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat, humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths.

Physical Requirements

Tasks involve the ability to exert very moderate physical effort in light work, typically involving some combination of sitting, standing, walking, repetitive motions and finger dexterity, and which involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds). Tasks may involve the intermittent performance of extremely physically demanding work, involving restraining procedures and physical intervention using a nationally recognized or state required nonviolent technique (weight exceeding 150 pounds).

I have read and understand the information included in this position description. I possess the minimum qualifications for the position as it is defined, and verify my ability to perform the job listed herein, with or without reasonable accommodations.

SIGNATURE

DATE

REGIONAL DIRECTOR SIGNATURE

DATE

4



Job Description

Position Title: Lead Teacher

Position Code: LDTEACH

FLSA Status: Exempt

Position code. EDTEACH

EEO Category: Professional

Reports To: Director of Education/Executive Director

Position Summary

The Lead Teacher ensures the educational quality of the program by coordinating the educational assessment program, teaches special education students, assists other instructors to improve their teaching skills, establishes and maintains educational plans, and maintains related administrative systems. In addition, as a staff member, the Lead Teacher's primary concerns include the safety, supervision, advising, counseling, and role modeling for our students.

Essential Job Duties

- Works with program managers to ensure a quality educational component.
- Works with program managers to ensure compliance with all state, local, and contractual education requirements.
- Completes educational assessments for each student according to federal, state and local requirements.
- Develops educational goals for each student.
- Monitors student educational progress throughout enrollment.
- Ensures that all areas of curriculum are in place including core courses, GED preparation and postsecondary education.
- Ensures that special education students are receiving services and that services are documented according to federal, state, and local requirements.
- Reviews lesson plans of all instructional staff to ensure compliance with federal, state and local requirements.
- Assists other instructors in lesson planning, curriculum development, and teaching strategies.
- Instructs students in assigned classes.
- Creates a classroom that is conducive to learning and appropriate to the maturity and interests of the students.
- Works with program managers to ensure institute schedule is in compliance with TEd[®] standards and local requirements.
- Works with continuing care staff to ensure appropriate educational placement.
- Supervises students during all hours of the workday, including mealtimes, according to the supervision policy.

- Serves as advisor and positive role model for assigned students and prevents and intervenes in student altercations and incidents.
- Assumes supervision responsibilities for absent instructors as directed by supervisors. •
- Administers first aid and CPR during emergencies in accordance with American Red Cross standards. .
- Conducts and practices emergency evacuation procedures.
- Writes reports as required by program standards and report schedule.
- Performs other duties as assigned.

AMIkids Values for Our Leaders

- Ensures program team member interact with youth in a manner that demonstrates a "Kids First" commitment.
- Displays honesty in all interactions with other individuals and in tasks that involve documentation.
- . Exhibits integrity in all interactions with people.
- Strives for excellence in all tasks and projects.
- Generates productive enthusiasm in a variety of settings.
- Leads a goal oriented lifestyle by actively creating, modifying and achieving a written set of goals.
- Embraces diversity in such a manner that allows for productive interactions with people from all walks of life.
- Demonstrates creativity in problem solving situations.
- Embraces the key aspects that comprise an effective family; warmth, discipline and empowerment.
- Engages in practices that model safety. .
- Demonstrates loyalty to the mission, values and goals of the organization.
- Demonstrates the ability to lead groups of people.
- Shows a commitment to dedication by providing excellent service towards individual kids and . families.

Minimum Education, Training and Experience

Bachelor's degree

Possess a minimum of two (2) or more years of teaching experience

Certifications, Licenses and Registrations

- Possesses or is eligible for State teacher certification.
- Possesses or is eligible for certification in Special Education.
- Must satisfy criminal background check and drug screening as defined by state requirements.
- Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM).

Kíds Fírst

- Must obtain and maintain current CPR and First Aid Certification by nationally recognized organization.
- Must possess and maintain a current valid driver's license in the state of employment (CDL may be required with State specified endorsement).

KEY COMPETENCIES

- Excellent communication skills
- Excellent ability to work in and coordinate teams
- Strong problem analysis and resolution skills
- Strong ability to counsel and persuade others
- Ability to research issue and gather relevant information
- Ability to plan and organize work to ensure deadlines are met
- Strong follow-up skills
- Ability to switch priorities and multi-task
- Exceptional integrity and ability to maintain confidentiality

Environmental Conditions

Work is typically performed in usual office conditions with rare exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat, humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths.

Physical Requirements

While performing the duties of this job, the staff member is regularly required to stand, walk, sit, and talk or hear. The staff member is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Specific vision abilities required by this job include close vision, distance vision, and peripheral vision.

I have read and understand this job description and can perform all the duties listed with or without reasonable accommodations.

EMPLOYEE SIGNATURE

DATE

MANAGER/SUPERVISOR SIGNATURE

DATE



Certified Teacher

Position Code: TEACH FLSA Status: Exempt Department: Education Reports to: Director, Education

AMIkids is a non-profit dedicated to helping troubled youth develop into responsible and productive citizens. AMIkids' mission is to protect the public safety and positively impact as many youth as possible through the efforts of a diverse and innovative staff. AMIkids works in partnership with youth agencies, local communities and families.

General Description of Duties

The Certified Teacher serves in the instruction and guidance of students within the appropriate grade or academic level. Employees in this job classification are responsible for adhering to recognized curriculum standards, and compliance with instructional guidelines as defined by the local School District and educational systems. Employee performs all work as outlined in the educational component of the Personal Growth Model (PGM). Work includes course delivery, administration of tests (or equivalent course criteria), and the tabulation and submission of students' final course grades. Incumbents performs essential functions as outlined herein according to the specific course or discipline of assignment.

Primary objective is the realization of AMIkids' mission to provide a safe and successful learning environment for troubled youth, while encouraging social and emotional development through the achievement of academic and personal goals.

Essential Job Functions as they relate to Core Competencies

Establishes effective Interpersonal skills to encourage positive cooperation in the work place, and increase team success through meaningful interactions in operations and services.

- Maintains open communication for the development of effective working relationships with all levels of staff and colleagues, as well as external agencies and professionals; develops and maintains community relations and effective key customer and contractor contacts.
- Develops respectful, trusting and enthusiastic work environment to encourage innovative problem solving and creative youth development; acts under the principals of professional conduct ethics, and AMIkids' values.
- Participates in staff meetings and interactive training in open communication and for the dissemination of information, e.g., problem resolution, policy interpretation, procedural changes.

Provides effective Leadership to motivate and guide students toward the successful accomplishment of established educational goals and objectives; develops a successful and productive learning environment; ensures compliance with all applicable local, State and Federal regulatory and contractual requirements governing academic programs

- Assesses and evaluates academic needs of students; provides professional instruction and teaching to a diverse population of students as appropriate to the specified course or discipline and academic level, e.g., general education students, at risk, and/or disabled students.
- Researches, selects, prepares, and maintains appropriate educational development plans, materials, equipment, and resources for each student.
- Adheres to established standards regarding curriculum delivery and requirements as established by the School District and applicable educational systems appropriate to the specified course or discipline; adheres to all contract and state educational guidelines and quality assurance requirements.

Employee Initials _____ Date

- Delivers instructional material within established academic guidelines and in support of the AMIkids Personal Growth Model; performs all duties in accordance with all applicable policies and procedures.
- Organizes and effectively communicates class/course objectives, standards, and requirements for successful achievement, e.g., syllabi, tests, specific tasks.
- Provides guidance and assistance to students as needed in order to ensure appropriate assimilation of the course content in an effort to support student success and achievement; serves as an academic advisor and positive role model for assigned students.
- Administers tests and conducts evaluation and grading as applicable to the students' specific assignments.
- Calculates student scores and grades and submits students' final class/course grade(s); assists in the completion of student transcripts and educational assessment programs; manages the documentation of Carnegie Units (high school credits) for each student in coordination with the Lead Teacher; assists in the preparation for placement of graduating advisees.
- Identifies and determines appropriate course of action necessary for the resolution of students' academic or behavioral issues and concerns.
- Coordinates all student activities with the Lead Teacher, Director of Education, Program Manager, Director of Operations and/or Executive Director.
- Prevents and intervenes in student altercations and incidents; refers advanced disciplinary issues to appropriate staff/personnel.
- Ensures all appropriate measures are in effect for special needs students.
- Administers first aid and CPR during emergencies in accordance with American Red Cross standards and conducts and practices emergency evacuation procedures; administers student medication(s) in accordance with doctor's orders.
- Performs home visits as dictated by program standards and/or state contract as needed.
- Performs related duties for which the incumbent is qualified as necessary.

AMIkids Values for Our Team Members

- Interacts with youth in a manner that demonstrates a "Kids First" commitment.
- Displays honesty in all interactions with others and in tasks that involve documentation.
- Exhibits integrity in all interactions with people.
- Strives for excellence in all tasks and projects.
- Generates productive enthusiasm in a variety of settings.
- Leads a goal oriented lifestyle by actively creating, modifying and achieving a written set of goals.
- Embraces diversity in such a manner that allows for productive interactions with people from all walks of life.
- Demonstrates creativity in problem solving situations.
- Embraces the key aspects that comprise an effective family; warmth, discipline and empowerment.
- Engages in practices that model safety.
- Demonstrates loyalty to the mission, values and goals of the organization.
- Demonstrates the ability to lead groups of people.
- Shows a commitment to dedication by providing excellent service towards individual kids and families.

Employee Initials _

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Environmental Conditions

Work is typically performed in usual office conditions with rare exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat, humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths.

Physical Requirements

Tasks involve the ability to exert very moderate physical effort in light work, typically involving some combination of sitting, standing, walking, repetitive motions and finger dexterity, and which involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds). Tasks may involve the intermittent performance of extremely physically demanding work, involving restraining procedures and physical intervention using a nationally recognized or state required nonviolent technique (weight exceeding 150 pounds).

Minimum Education, Training and Experience

Bachelor's Degree in Education, the academic discipline being delivered, or related field; supplemented by a demonstrated aptitude for working with at risk and troubled youth; or any combination of education, training and experience equal to or greater than defined regulatory requirements.

Certifications, Licenses and Registrations

Must satisfy criminal background check and drug screening as defined by state requirements.

Must possess and maintain current Teaching Certification, and all necessary academic certifications; NCLB highly qualified designation preferred for the discipline being delivered.

Must satisfy physical abilities and medical testing as defined by federal regulations.

Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM).

Must obtain and maintain current CPR and First Aid Certification by nationally recognized organization.

Must possess and maintain valid driver's license in the state of employment; may be required to obtain and maintain a Commercial Driver's License (CDL) with passenger and school bus endorsement.

I have read and understand the information included in this position description. I possess the minimum qualifications for the position as it is defined, and verify my ability to perform the job listed herein, with or without reasonable accommodations.

3

SIGNATURE

DATE

DIRECTOR OR LEAD TEACHER SIGNATURE

DATE

Employee	Initials	



Job Description

Position Title:Shift SupervisorPosition Code:SHIFTSPVReports To:Director of Operations

FLSA Status: Exempt EEO Category: Line

Position Summary

The Shift Supervisor is responsible for the supervision of the Behavior Modification Specialist (BMS)/Direct Care Staff at a residential program. The Shift Supervisor is responsible for the performance management of his/her team, and may participate in the recruiting process and scheduling of the BMS team members. The Shift Supervisor is responsible for the safe and secure operations of the program, ensuring compliance with all local, state and federal requirements. Also provides effective leadership to motivate and guide staff and students toward the successful accomplishment of established program goals and objectives.

Essential Job Duties

- Develops, coaches and trains entry level staff members in the AMIkids' mission, philosophy and impact of work on the Personal Growth Model (PGM).
- Provides feedback into development of work schedules; ensures that coverage is maintained within required ratios
- Provides performance feedback to employees (both positive and constructive) as needed; provides feedback to leadership regarding performance/evaluations, incentives, development opportunities, etc. for staff members
- Supervises staff and students in accordance with operational policies and procedures to ensure the safety and security of all; performs all duties in compliance with all terms and conditions of contractual agreements.
- Instructs students in the general care and maintenance of facility and equipment; may supervise the safe handling of program property and equipment according to establish policies and procedures ensuring all appropriate safety measures and precautions are observed, e.g., marine vessels, vehicles, equipment.
- Supervises and participates in a wide variety of academic, vocational, and motivational activities on and off campus; serves as advisor and positive role model for assigned students in support of the PGM.
- Prevents and intervenes in student altercations and incidents; refers advanced disciplinary issues to appropriate staff/personnel.
- Actively participates and acts as lead in one to ten-day overnight trips, special activities that involve recreational sports, facility and equipment cleaning, grounds maintenance, and equipment relocation that may require sleeping in tents, boats, institutes, etc. under varying weather conditions and that may require extended 16-hour workdays/24 hour on-call status.
- Administers first aid and CPR during emergencies in accordance with American Red Cross standards and conducts and practices emergency evacuation procedures; administers student medication(s) in accordance with doctor's orders.



- Assists in establishing desirable student conduct and discipline; leads and/or participates in positive reinforcement, interdisciplinary and/or care review meetings
- Leads/participates in programs and special activities involving facility and equipment cleaning, grounds maintenance and equipment relocation; operates institute vehicles as required in accordance with van policies and procedures.
- Attends all required training/professional development events and maintains all appropriate certifications and licenses.
- Assist with special projects and other duties as needed

This job description reflects management's assignment of essential functions, it does not prescribe or restrict the tasks that may be assigned. It is not designed to be a comprehensive listing of activities, duties or responsibilities required.

Minimum Education, Training and Experience

- High School/GED
- One to two years experience working with youth; preferably within the Juvenile Justice System
- Six months to one year experience in a supervisory role preferred
- Associates or Bachelor's degree highly desirable

Certifications, Licenses and Registrations

- Must satisfy criminal background check and drug screening as defined by state requirements.
- Current certification as a CPR and First Aid by a nationally recognized organization (e.g., American Heart Association)
- Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM), Crisis Intervention Training (CIT)
- Must possess and maintain a current valid driver's license (CDL may be required with State specified endorsement)
- Successfully complete and pass the physical restraint training course.
- Be able to complete trainings outside the program when required (may need to travel to other locations).

KEY COMPETENCIES

- Strong communication skills
- Solid leadership ability
- Strong problem analysis and resolution skills
- Strong team player
- Ability to coach and counsel others both direct reports and youth
- Ability to switch priorities, multi-task and meet deadlines
- Exceptional integrity and ability to maintain confidentiality

Environmental Conditions

Work is typically performed in usual office conditions with rare exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat,



humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths between the ages of 14 and 18.

Physical Requirements

Tasks involve the ability to exert very moderate physical effort in light work, typically involving some combination of sitting, standing, walking, repetitive motions and finger dexterity, and which involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds). Tasks may involve the intermittent performance of extremely physically demanding work, involving restraining procedures and physical intervention using a nationally recognized or state required nonviolent technique (weight exceeding 150 pounds).

I have read and understand this job description and can perform all the duties listed with or without reasonable accommodations.

SIGNATURE

DATE

	For	HR Use Only
Created by:	Debbi Lowder	Date: March 26, 2012
Document #	SHIFTSPVv1	Last Modified: April 9, 2012



Job Description

Position Title: Direct Care Staff

Position Code: DIRECT

FLSA Status: Non-Exempt EEO Category: Service Worker

Reports To: Shift Supervisor or Director of Operations

Position Summary

The Direct Care Staff is responsible for directing and safely supervising students during their shift. Primary responsibility is to provide guidance in behavior choices by teaching social, self-help, academic and living skills. The Direct Care Staff redirect students who have exhibited inappropriate behavior and supervise student activities, work detail, meals and bed checks. Additional responsibility is to serve as a positive role model and advisor.

Essential Job Functions

- . Ensures the safety and supervision of all students in accordance with all operational and contractual policies
- Prevents and intervenes in student altercations and incidents. May be necessary to physically ۰ restrain students as dictated by the Restraint Policy
- Provides redirection and coaching to students who exhibit inappropriate behavior •
- Acts as a coach and advisor to students to help them grow and develop in the areas of personal • responsibility, social skills, community living skills, interpersonal communications and behavior
- Supervises and ensures the safety of students assigned to disciplinary work detail .
- When working overnight shift:
 - Supervises students during guiet and sleeping hours and constantly remains awake and alert
 - Makes student bed checks at scheduled times as required by supervisors
 - o Documents student bed checks as required by the Program's policies
- Contacts management as directed and notifies them of problems and/or incidents .
- Communicates with members of other teams/shifts by voice, telephone or radio as necessary .
- Completes incident, accident and behavioral reports according to standard operating procedures •
- Documents and reviews required notes in Shift Logs and communicates any issues upon shift change
- Supervises the safe handling of the Program's boats, equipment and vehicles according to ٠ established policies and procedures
- Facilitates and participates in staff meetings and staff training sessions
- ٠ Assumes supervision responsibilities for absent team members as directed by supervisors
- Actively participates and acts as lead on trips, special activities that involve recreational sports, • facility and equipment cleaning, grounds maintenance, and equipment relocation that may require sleeping in tents, boats, institutes, etc. under varying weather conditions and that may require extended 16-hour workdays/24 hour on-call status
- Ensures facility, equipment and supplies are in compliance with all laws, regulations and policies •
- Teaches youth how to maintain all equipment within compliance standards
- Maintains repair and maintenance logs and inventory of related equipment •
- Administers first aid and CPR during emergencies in accordance with American Red Cross standards •
- Drives program's vehicles as required in accordance with AMIkids transportation guidelines • providing staff member maintains approved driving status
- Assists with special projects and other duties as needed

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- Actual work hours will vary based upon specific Program's shift schedule. Shifts will typically be between 8 or 12 hours but may extend beyond that based on ratio needs
- Shift assignments may change based on Program needs

This job description reflects management's assignment of essential functions, it does not prescribe or restrict the tasks that may be assigned. It is not designed to be a comprehensive listing of activities, duties or responsibilities required.

Minimum Education, Training and Experience

- High school diploma/GED required
- College degree preferred
- One to two years related experience within an educational or youth service program, preferably working with troubled youth

Certifications, Licenses and Registrations

- Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM).
- Must satisfy criminal background check and drug screening as defined by state requirements
- Must obtain and maintain current CPR and First Aid Certification by nationally recognized
 organization.
- Must possess and maintain valid driver's license in the state of employment that meets AMIkids Transportation Standards
- May be required to acquire and maintain a CDL license

Environmental Conditions

Work is typically performed in usual indoor classroom or dormitory conditions with some exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat, humidity, inclement weather. Some may involve working in and around equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the intermittent nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths between 13 – 18 years of age.

Physical Requirements

In order to perform the essential job functions of this position, some physical demands are required. The individual in this position will be frequently engaged in activities that require body mobility in order to perform such as; lifting and carrying items, moving about in the workplace, and operating some office equipment. Tasks may involve the intermittent performance of extremely physically demanding work, involving restraining procedures and physical intervention using a nationally recognized or state required nonviolent technique (weight exceeding 150 pounds).



The individual in this position must also be capable of maintaining regular attendance, following instructions, understanding workplace materials, and communicating with others. Reasonable accommodations will be made accordingly.

I have read and understand the information included in this position description. I possess the minimum qualifications for the position as it is defined, and verify my ability to perform the job listed herein, with or without reasonable accommodations.

EMPLOYEE SIGNATURE

DATE

SUPERVISOR/MANAGER SIGNATURE

DATE



Job Description

Position Title:Director of TreatmentPosition Code:DIRTREATReports to:Executive Director

FLSA Status:ExemptEEO Category:Official/Manager

General Description of Duties

The Director of Treatment is responsible for the development, implementation and general oversight of all treatment services, including assessments related to treatment needs, treatment plans, and treatment and intervention referrals. Employee executes all Treatment components of the AMIkids Personal Growth Model (PGM) and ensures compliance with all applicable local, State and Federal regulatory requirements governing treatment services, e.g., contract requirements, Medicaid. Position provides group, individual, family and crisis counseling services to youth and their families affiliated with the institute. Employee ensures all staff is appropriately trained and certified. Employee assists the Executive Director/Principal in development and implementation of program policies and procedures.

Primary objective is the realization of AMIkids' mission to provide a safe and successful learning environment for troubled youth, while encouraging social and emotional development through the achievement of academic and personal goals.

Essential Job Functions

Establishes effective Interpersonal skills to encourage positive cooperation in the work place, and increase team success through meaningful interactions with Education, Behavior Modification and Behavior Health Overlay Services professionals.

- Maintains open communication for the development of effective working relationships with all levels of staff and colleagues, as well as external agencies and professionals; develops and maintains community relations and effective key customer and contractor contacts.
- Develops respectful, trusting and enthusiastic work environment to encourage innovative problem solving and creative program development; enforces the principals of professional conduct ethics, and AMIkids values.
- Participates in and conducts staff meetings and interactive training to develop open communication and for the dissemination of information, e.g., problem resolution, policy interpretation, procedural changes.

Provides effective Leadership to motivate and guide staff toward the successful accomplishment of established treatment goals and objectives; facilitates a successful and collaborative work environment.



- Schedules, trains and evaluates staff in the achievement of departmental objectives and longterm program goals and initiatives; provides on-site and residential support in the area of treatment and therapy; assists in recruiting, screening and hiring school personnel.
- Develops, coordinates and conducts various structured and informal staff training to facilitate professional development and effectiveness; researches and delivers instructional materials.
- Identifies and facilitates professional growth opportunities; encourages a flexible and responsive work environment; plans and conducts staff meetings and interactive training for the dissemination of information, e.g., problem resolution, policy interpretation, procedural changes.
- Develops partnerships with and maintains contacts with key individuals of state job services, the youth services department, local school systems and service providers in the district; serves as liaison for the Institute to; submits required reports and documentation; acts as liaison between AMIkids corporate office, AMIkids institutes and programs, and regulatory agencies; develops positive school/community relations with industry contacts.

Directs and implements Treatment services while ensuring the integration with the Personal Growth Model; coordinates and oversees delivery of appropriate youth services by qualified staff in the achievement of favorable therapeutic outcomes; executes all applicable policies and procedures.

- Directs the coordination and implementation of Treatment programs; oversees delivery of appropriate youth diagnosis and treatment by qualified staff in the achievement of favorable therapeutic outcomes.
- Develops and implements treatment and supervision plans (e.g. ITP, TPR, and ITP-RE); reviews placement and case treatment files; oversees youth evaluation and treatment plans to ensure programs are individualized and meet the needs of each youth; communicates student families/guardians and probation officers concerning student progress.
- Leads and supervises treatment team meetings, student group activities and sessions, family meetings, and service plan meetings; provides group, individual, family and crisis counseling services to students and their families; leads and implements psycho-educational, delinquency prevention, and treatment groups, e.g. ART, Skillstreaming, CYT, SS.
- Oversees substance abuse/mental health services for students and their families; oversees cases and ensures individualized services are provided.
- Schedules off-site doctor's visits for youth; prepares referrals for off-site clinical services not provided by the institute; maintains reporting of out-service agencies; schedules motivational activities such as field trips and community service opportunities for youth.
- Supervises youth medication administration and maintains required documentation; enforces health and medication policies and procedures.

Updated - 3.25.13

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- Ensures treatment components are consistently implemented with integrity and fidelity; conducts treatment services; maintains current knowledge of industry trends and regulatory requirements.
- Monitors and ensures compliance with quality assurance, Medicaid, PGM and any other related standards as they relate to treatment; maintains accurate records according to contracting agency, PGA, Medicaid, state auditing and all other applicable standards.
- Oversees the timely accomplishment of appropriate documentation, data entry, and submission requirements as defined by industry standards and regulatory requirements.
- Ensures all appropriate certifications, licensing and treatment requirements are maintained and in compliance with all applicable regulatory standards.

Participates in the administration of program management and development functions; ensures all treatment related documents are organized, completed with required timelines and maintained in a confidential manner as required by law..

- Practices effective organization, time management, and project management skills to ensure practical and efficient direction of services; ensures timely processing of administrative functions.
- Coordinates and utilizes available Institute and community resources in support of treatment programs, youth program completion and reduced recidivism.
- Researches and evaluates juvenile justice trends and industry developments to enhance program guidelines and operations; coordinates, administers and supervises various program operations, e.g., staffing, activities, reporting, budgeting.
- Drafts and submits documentation and information in support of program reporting and/or requests for proposals as directed; participates and/or leads various special projects as directed; participates in a wide variety of miscellaneous projects in support of the AMIkids mission.
- Performs a wide variety of professional and administrative support duties as they relate to the development and implementation of AMIkids' vision; prepares and maintains various reports, e.g., head count, discharge, progress, DJJ 180-day, student data in Student Information System (SIS).
- Attends all required training/professional development events and maintains all appropriate certifications and licenses.

Florida BHOS programs comply with the following:

Licensed Practitioners job description includes conducting face-to-face interviews with recipients for development of individualized behavioral health treatment plan, per Medicaid



Community Behavioral Health Coverage and Limitations Handbook; and reviewing and signing off on:

- (a) Recipient certification for eligibility for BHOS-JJ.
- (b) Clinical psychosocial assessment of the child when prepared by counselor, and

(c) Individualized behavioral health treatment plan, prior to the treating practitioner's (Licensed Practitioner of the Healing Arts as defined in the Medicaid Community Behavioral Health Coverage and Limitations Handbook page 2-4-9) review and authorization; and

- (d) Provision of clinical supervision to counselors.
- (e) May conduct behavioral health assessments and provide direct treatment services.
- This position functions as the Designated Mental Health Authority (DMHA) and is responsible for ensuring compliance with the DJJ Mental Health and Substance Abuse Services Manual.

Minimum Education, Training and Experience

Master's degree in Psychology, Social Work, or other counseling related field.

Certifications, Licenses and Registrations

- State licensure as a psychologist licensed pursuant to chapter 490, Florida Statutes; or a mental health counselor, clinical social worker, or marriage and family therapist licensed pursuant to chapter 491, Florida Statutes.
- Must satisfy physical abilities and medical testing as defined by federal regulations.
- Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM).
- Must obtain and maintain current CPR and First Aid Certification by nationally recognized organization.
- Must possess and maintain valid driver's license in the state of employment; may be required to obtain and maintain a Commercial Driver's License (CDL) with passenger and school bus endorsement.

Kids First



KEY COMPETENCIES

- Excellent communication skills
- Excellent ability to work in and coordinate teams
- Strong problem analysis and resolution skills
- Strong ability to counsel and persuade others
- Ability to research issue and gather relevant information
- Ability to plan and organize work to ensure deadlines are met
- Strong follow-up skills
- Ability to switch priorities and multi-task
- Exceptional integrity and ability to maintain confidentiality

Environmental Conditions

Work is typically performed in usual office conditions with rare exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat, humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths.

Physical Requirements

Tasks involve the ability to exert very moderate physical effort in light work, typically involving some combination of sitting, standing, walking, repetitive motions and finger dexterity, and which involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds). Tasks may involve the intermittent performance of extremely physically demanding work, involving restraining procedures and physical intervention using a nationally recognized or state required nonviolent technique (weight exceeding 150 pounds).

I have read and understand this job description and can perform all the duties listed with or without reasonable accommodations.

EMPLOYEE SIGNATURE

DATE

MANAGER/SUPERVISOR SIGNATURE

DATE

Date _



Job Description

Position Title: Human Services Professional

Position Code: HSP

FLSA Status: Salaried Non-Exempt EEO Category: Professional

Reports To: Lead Clinical Staff

Position Summary

The Human Services Professional (HSP) is responsible for evaluating, assessing and caring for students who are receiving Residential Intermediate Group Care services. Responsibilities involve facilitating the case management process which includes evaluating student needs and ensuring the timely delivery of appropriate program services to meet behavioral, psychological and psychosocial development and progress with established goals in each student's Individual Care Plan (ICP). The HSP also serves as a liaison between the parents and the Program and between the appropriate State Agency and the Program.

Essential Job Functions

- Meets a minimum of every other week with Program staff (either individually or in groups) to discuss student cases and monitor student behavioral, psychological and psychosocial development.
- Develops and maintains Individual Care Plan (ICP) for each student
- Develops, approves and signs Weekly Summary Notes
- Ensures Program staff are completing weekly behavioral up-dates and weekly goal progressions
- Formulates a Care Plan Review (CPR) every three (3) months for each student
- Ensures the disbursement of comprehensive, professionally-prepared monthly reports to the parent/guardian, judge and DJJ Probation Officer on each student within 2 business days of the Treatment Team meeting
- Serves as an advisor and positive role model for assigned students
- Provides guidance and assists in the preparation for placement of graduating students
- Schedules and conducts regular counseling sessions with students and staff.
- Attend and professionally represent the program at meetings and student legal proceedings, as required
- Assists in establishing desirable student conduct and discipline; prevents and intervenes in student altercations and incidents
- Physically restrains students if necessary as dictated by the Restraint Policy.
- Leads and/or participates in positive reinforcement, interdisciplinary and/or care review meetings
- May facilitate or assist with facilitation of ART, CYT and/or Life Skills group programs
- Schedules transitional meetings 60 days prior to release date and assists in the development of a Transition Plan 30 days prior to the student's termination
- Ensures each student is post-tested and has a completed transitional plan and transcript before release date
- Participates in programs and special activities involving facility and equipment cleaning, grounds maintenance and equipment relocation; operates institute vehicles as required in accordance with van policies and procedures



- Complies with Program Standards and State Standards for Residential Intermediate Group Care Service.
- Drives institute vehicles as required in accordance with the AMIkids transportation standards.
- Administers student medication(s) in accordance with doctor's orders
- Attends all required training/professional development events and maintains all appropriate certifications and licenses; cross-train staff to administer meetings in the absence of the HSP
- Assist with special projects and other duties as needed

This job description reflects management's assignment of essential functions, it does not prescribe or restrict the tasks that may be assigned. It is not designed to be a comprehensive listing of activities, duties or responsibilities required.

Minimum Education, Training and Experience

- Bachelor's degree in Psychology, Social Work, or other counseling related fields from an accredited educational institution
- Master's degree preferred
- Minimum of three (3) years related experience and/or training; or equivalent combination of education and experience.

Certifications, Licenses and Registrations

- South Carolina license preferred (e.g. mental health, clinical social work, marriage and family therapy, alcohol/substance abuse etc.); or experience working under the direct supervision of a licensed clinical professional, according to state statutes (also preferred).
- Must satisfy criminal background check and drug screening as defined by state requirements.
- Current certification as a CPR and First Aid by a nationally recognized organization (e.g., American Heart Association)
- Must possess and maintain a current valid driver's license in the state of employment that meets AMIkids Transportation Standards (CDL may be required with State specified endorsement).
- Successfully complete and pass the physical restraint training course.
- Be able to complete trainings outside the program as needed (travel may be required)

KEY COMPETENCIES

- Excellent communication skills
- Excellent ability to work in and coordinate teams
- Strong problem analysis and resolution skills
- Strong ability to counsel and persuade others
- Ability to research issue and gather relevant information
- Ability to plan and organize work to ensure deadlines are met
- Strong follow-up skills
- Ability to switch priorities and multi-task
- Exceptional integrity and ability to maintain confidentiality

Environmental Conditions

Work is typically performed in usual office conditions with rare exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat,



humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths between the ages of 13 and 18.

Physical Requirements

While performing the duties of this job, the staff member is regularly required to stand, walk, sit, and talk or hear. The staff member is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. Specific vision abilities required by this job include close vision, distance vision, and peripheral vision.

I have read and understand this job description and can perform all the duties listed with or without reasonable accommodations.

EMPLOYEE SIGNATURE

DATE

SUPERVISOR/MANAGER SIGNATURE

DATE



Business Manager

Position Code: BUSMGR FLSA Status: Exempt Department: Program Admin Reports to: Executive Director

General Description of Duties

The Business Manager assists the Executive Director in the administration with various program functions, e.g., personnel management, financial management, board relations, fund raising. Employee maintains confidentiality of sensitive information, facilitates efficient program operations, and assists in creating an effective work environment. Position may supervise entry level support staff.

Primary objective is to support the AMIkids' mission and Personal Growth Model, providing a safe and successful learning environment for troubled youth, while encouraging social and emotional development through the achievement of academic and personal goals.

Essential Job Functions as they relate to Core Competencies

Establishes effective Interpersonal Skills to encourage positive cooperation in the work place, and increase team success through meaningful interactions in all operations and services.

- Maintains open communication for the development of effective working relationships with all levels of staff, as well as external agencies and professionals; develops and maintains productive working relationships with corporate Support Services, Finance and Operations.
- Supports respectful, trusting, enthusiastic and safe work environment to encourage innovative problem solving and creative program development; performs all work within the principals of professional conduct ethics, and AMIkids values.
- Acts as liaison between AMIkids corporate office, AMIkids schools and programs, local Board of Trustees, local School Districts, and regulatory agencies; develops positive school/community relations; may engage in various public speaking forums.
- Participates in, and may conduct, staff meetings and interactive training to develop open communication, and for the dissemination of information, e.g., problem resolution, policy interpretation, procedural changes.
- Supervises and serves as positive role model for assigned students; actively participates in day trips and special activities that involve recreational sports, facility and equipment cleaning, grounds maintenance and equipment relocation.

Participates in the Administration of program operations, management and development functions; practices effective organization, time management, and project management skills to ensure practical and efficient direction of services; ensures timely processing of administrative functions.

- Performs a wide variety of professional and administrative support duties as they relate to the development and implementation of AMIkids' vision; performs a variety of essential record keeping duties and maintenance of program filing systems, e.g., personnel, payroll, accounting, banking, student information.
- Drafts and submits documentation and information in support of program reporting and/or requests for proposals as directed; participates and/or leads various special projects as directed; participates in a wide variety of miscellaneous projects in support of the AMIkids' mission.
- Coordinates travel, lodging, conferences, and other Institute activities for staff and management.
- Coordinates available Institute and community resources, as directed, in support of program operations, youth program completion and reduced recidivism.
- Monitors and complies with National School Lunch Program requirements and standards (where applicable) and invoices school district and other agencies as required.

- Drives institute vehicles as needed, in accordance with the Transportation Guidelines; administers first aid and CPR during emergencies in accordance with Red Cross standards; attends all required training/professional development; maintains all appropriate certifications and licenses.
- Responsible for data entry and updating the State's Staff Verification System pursuant to the Department's directive.
- May administer and control student medication in accordance with doctor's orders.

Performs various Human Resources, Benefits and Payroll functions; assists with recruiting, screening, hiring and training school personnel; supports the development of personnel.

- Obtains, verifies, records and maintains personnel information and reports any personnel changes to accounting, payroll and benefits within established time lines; manages all aspects of payroll including preparation of accurate payroll transmittals and maintenance of all records in compliance with labor regulations and organization policy; maintains Personal Time Off (PTO) benefits for employees.
- Responsible for pre-hire screening requirements (including but not limited to pre-employment drug tests, criminal background checks, sex offender registry checks and pre-employment MVR).
- Monitors and maintains staff MVR status, 5 year re-screens and Affidavit of Good Moral Character.
- Monitors and maintains record keeping of all appropriate certifications, licensing and educational requirements; receives and submits in compliance with all applicable regulatory standards.
- Oversees the delivery of training to staff within specified time frames and contractual guidelines as well as coordinating and scheduling training for staff when needed and documenting its delivery and successful completion.
- Responsible for the scheduling, coordinating, facilitating of new hire training and yearly training for the institute.
- Monitors staff required training and ensures all team members are in compliance with all training topics as outlined by contractual and state regulations.
- Maintains staff training files in an orderly manner that adheres to contractual requirements.
- Ensures training plans are sent to appropriate monitoring personnel (DJJ and AMIkids) within required timeframes as specified by contractual requirements and policies.
- Ensures all staff training is entered into required reporting systems (CORE) accurately and in a timely manner.

Assists with the administration of Risk Management for the local school to ensure safe and successful working and learning conditions are provided.

- Ensures operational, administrative and reporting compliance with all applicable risk management policies and procedures; ensures appropriate in-service training is provided to staff and students; functions as Secretary of Safety Committee; forwards minutes to Risk Management monthly.
- Investigates and implements policy and procedural changes to reduce organizational liability and financial risk, e.g., general and professional liability, employment liability, student and staff safety liabilities, employee misconduct, workers compensation claims, property and vehicle insurance claims.

Manages various School Finances as directed; ensures all functions and programs under charge are performed within established budgetary parameters, to include performing budget projections, costing activities, monitoring revenues and expenditures, and ensuring sound fiscal control.

 Performs general financial functions of the Institute according to generally accepted standard accounting principles and regulatory requirements applicable to the work; performs general clerical work according to established administrative policies and procedures; functions to pass all audits and inspections.

- Assists the Executive Director with board, public relations, fundraising activities, preparation and maintenance of annual budget and in assembling information for grant funding.
- Monitors and keeps accurate institute property inventory.
- Monitors monetary functions to verify compliance with IRS documentation and reporting regulatory requirements.
- Manages accurate cash ledgers, monitors cash flow, records of deposits, withdrawals, checks and other accounting instruments.
- Meets with the Executive Director to review financials and monthly expenditures versus budgeted expenditures and assists with developing and implementing corrective actions when/if needed.
- Maintains a corporate binder or file which contains all program contracts, cooperative agreements, letters of support, leases, corporate bylaws, articles of incorporation and updated organizational chart.

Performs related duties for which the incumbent is qualified as necessary.

AMIkids Values for Our Team Members

- Interacts with youth in a manner that demonstrates a "Kids First" commitment.
- Displays Honesty in all interactions with others and in tasks that involve documentation.
- Exhibits Integrity in all interactions with people.
- Strives for Excellence in all tasks and projects.
- Generates productive Enthusiasm in a variety of settings.
- Leads a Goal Oriented lifestyle by actively creating, modifying and achieving a written set of goals.
- Embraces Diversity in such a manner that allows for productive interactions with people from all walks of life.
- Demonstrates Creativity in problem solving situations.
- Embraces the key aspects that comprise an effective Family; warmth, discipline and empowerment.
- Engages in practices that model Safety.
- Demonstrates Loyalty to the mission, values and goals of the organization.
- Demonstrates the ability to Lead groups of people.
- Shows a commitment to Dedication by providing excellent service towards individual kids and families.

Minimum Education, Training and Experience

 High School Diploma/GED plus a minimum of 4 years experience as an Administrative Assistant, preferably as an Executive Assistant or Office Manager and experience in bookkeeping or other budget management experience;

OR

 Associates Degree plus a minimum of 2 years experience as an Administrative Assistant, preferably as an Executive Assistant or Office Manager and experience in bookkeeping or other budget management experience;

OR

Bachelor's degree in Business Administration, Education or related field

Certifications, Licenses and Registrations

- Must satisfy criminal background check and drug screening as defined by state requirements.
- Must satisfy physical abilities and medical testing as defined by federal regulations.
- Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM).
- Must obtain and maintain current CPR and First Aid Certification by nationally recognized organization.
- Must possess and maintain valid driver's license in the state of employment; may be required to obtain and maintain a Commercial Driver's License (CDL) with passenger and school bus endorsement.
- Must successfully complete online Business Manager testing, e.g., Microsoft Excel and Outlook, Business Writing, and Accounting terminology.

Environmental Conditions

Work is typically performed in usual office conditions with rare exposure to disagreeable environmental factors. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat, humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths.

Physical Requirements

Tasks involve the ability to exert very moderate physical effort in light work, typically involving some combination of sitting, standing, walking, repetitive motions and finger dexterity, and which involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds). Tasks may involve the intermittent performance of extremely physically demanding work, involving restraining procedures and physical intervention using a nationally recognized or state required nonviolent technique (weight exceeding 150 pounds).

I have read and understand the information included in this position description. I possess the minimum qualifications for the position as it is defined, and verify my ability to perform the job listed herein, with or without reasonable accommodations.

SIGNATURE

DATE

EXECUTIVE DIRECTOR SIGNATURE

DATE



Job Description

Position Title: Food Service Worker Position Code: FOODWKR

FLSA Status: Non-Exempt EEO Category: Service Worker

Reports To: Director of Operations

Position Summary

Responsible for teaching and safely conduct the planning, preparation, and serving of Institute meals. The Food Service Worker will safely supervise students under instruction in quality menu planning, food preparation, waste disposing, recycling and serving standards. In addition, as a staff member, the Food Service Worker will maintain production records, inventories, contract audit documentation and equipment, supply, maintenance logs. The Food Service Worker's main concern includes the safety, supervision, counseling, and role modeling for our students.

Essential Job Functions

- Plans and submits weekly Institute menus to supervisors within specified time frame according to Institute standards.
- Supervises and instructs students in quality menu planning, food preparation, and serving of meals. •
- Oversees and encourages recycling practices and waste disposal according to local procedures. .
- Plans and prepares meals for Institute special events (trips, graduations, and holidays). .
- Submits and maintains weekly food Inventory according to Institute policies, the NSLP, and school contracts . standards.
- Assures maintenance and cleanliness of facility equipment and supplies .
- Maintains safe and secure storage of kitchen area facility, equipment, supplies and food.
- Develops and practices emergency situation procedures including kitchen fires and serious student accident . iniuries.
- . Communicates maintenance repairs and supplies needs to supervisor.
- Teaches students how to maintain all equipment within compliance standards.
- Keeps, maintains, and submits daily food production records and counts for state contract audits.
- Maintains accurately a weekly food inventory.
- Documents, and maintains files on inventories, temperature logs and production records.
- Maintains documentation for NSLP, USDA, and DHHS reports.
- Serves as advisor and positive role model for assigned students.
- Prevents and intervenes in student altercations and incidents.
- Assumes supervision responsibilities for absent instructors as directed by supervisors.
- Actively participates in day trips and special activities that involve recreational sports, facility and equipment . cleaning, grounds maintenance, and equipment relocation.
- Attends behavioral meetings and student awards meetings with staff and supervisors.
- Administers first aid and CPR during emergencies in accordance with American Red Cross standards.
- Conducts and practices emergency evacuation procedures, serious student accident injuries and fire evacuation procedures.
- Assist with special projects and other duties as needed

This job description reflects management's assignment of essential functions, it does not prescribe or restrict the tasks that may be assigned. It is not designed to be a comprehensive listing of activities, duties or responsibilities required.

Minimum Education, Training and Experience

- High School Diploma or GED
- 1 to 2 years related experience.

Certifications, Licenses and Registrations

- ServSafe certification preferred
- Must satisfy criminal background check and drug screening as defined by state requirements.

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- Must possess and maintain a current valid driver's license in the state of employment (CDL may be required with State specified endorsement).
- Must obtain and maintain appropriate crisis intervention and physical restraint training and certification as defined by state requirements, e.g., Protective Action Response (PAR), Nonviolent Crisis Intervention (NCI), Crisis Prevention Institute (CPI), Safe Crisis Management (SCM).
- Must obtain and maintain current CPR and First Aid Certification by nationally recognized organization.

KEY COMPETENCIES

- Ability to interact and teach students of a variety of backgrounds and experience
- Ability to plan and organize work to ensure deadlines are met
- Ability to research issue and gather relevant information
- Good communication skills
- Good follow-up skills
- Ability to switch priorities and multi-task
- Exceptional integrity and ability to maintain confidentiality

Environmental Conditions

Work is typically performed in usual Kitchen conditions with some exposure to disagreeable environmental factors, e.g., heat, cold. Some tasks include potential for intermittent exposure to outdoor elements, e.g., heat, humidity, inclement weather. Some may involve working in and around moving vehicles and associated vehicle/equipment areas, where heightened awareness to surroundings and observance of established safety precautions is essential in avoidance of injury or accidents. Due to the nature and location of the work environment, incumbent must possess a tolerance and ability for working with adjudicated youths.

Physical Requirements

Tasks involve the ability to exert very moderate physical effort in light work, typically involving some combination of sitting, standing, walking, repetitive motions and finger dexterity, and which involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (10-50 pounds). Tasks may involve the intermittent performance of extremely physically demanding work, involving restraining procedures and physical intervention using a nationally recognized or state required nonviolent technique (weight exceeding 150 pounds).

I have read and understand this job description and can perform all the duties listed with or without reasonable accommodations.

SIGNATURE

DATE

EXECUTIVE DIRECTOR SIGNATURE

DATE

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Henrietta H. Gethers

831 Parkersville Road PO Box 1964 Pawleys Island, South Caroline 29585 United States

Tel (H): 843 235 6707 Tel (W): 843 546 5478 E-mail: Hennypenny7@hotmail.com

Work Experience Georgetown Marine Institute 12/01/2006-Present Georgetown, South Carolina

Director of Treatment

Overseeing two Lead Clinical Counselors and twenty Behavior Modification Specialist, adhering to Medicaid guides, meeting Medicaid expectations, providing counseling, training and developing treatment plans for students. Maintain contact with families and Probation Officers, developing Progress Summary Notes, facilitating groups for Cannabis Youth Treatment, Aggression Replacement Training and Skill Streaming (life skills) Facilitates Youth Assessment and Screening Instrument on students.

 Awarded "The Dedication Award" for Lead Clinical Counselors from The Associated Marine Institute 2006

Georgetown Marine Institute 08/01/1997-12/01/2006 Georgetown, South Carolina

Lead Clinical Counselor

Developed Service plans for students, wrote Progress Summary Notes and maintain contact with families and Probation Officers. Administered and monitored medication to students, served as a role model and facilitated moral activities with staff and students. Completed Youth Assessment and Screening Instrument on students.

 Awarded "Best of the Best" for Lead Clinical Counselors from The Associated Marine Institute 2001

Education

Master of Arts in Counseling

Webster University10/01/2003-05/21/2005Myrtle Beach, South Carolina

99 Reed Court, Georgetown, SC 29440•(843)240-3676•Dynamite_1914@yahoo.com

Michael Wright

Objective

To obtain position of Executive Director at AMIkids Georgetown.

Experience

2-25-2009-	2	10-2 011	AMIkids Acadiana	Branch, LA
Executive	e Di	rector		
	0		ersees all program operations	
	0	Manages all Instit and efficient man	tute administrative, financial and human resource ner	system in an effective
	0		anizational development and the AMIkids Visio	
	0	Develops and mail community	intains productive relationship with the local Boa	ard of Trustees and
	0	-	nents to contracts and adds value to program bey	ond requirements
	0		lopment of individuals for future managerial pos	
11-1-1995	-2-1(-2009	AMIkids Georgetown	Georgetown, SC
Executive D	Direc	tor		
	0		ersees all program operations	
	0	Manages all Instit manner	ute administrative and human resource system in	an effective and efficient
	0		anizational development and the AMIkids Vision	
	0		intains the local Board of Trustees and communit	y relations
	0 0		and support to other programs nents to contracts and adds value to program beyo	and requirements
	0		lopment of individuals for future managerial pos	
 6-5-98Pi		8 8 ·····	Geographics Department	Georgetour SC
			Georgetown Police Department	Georgetown, SC
Patrol Of	fice	r		
	0		rve the citizens of Georgetown	
	0	Support an aid Lo	ocal, State and Federal Law Enforcement Agen	cies
Interest an	id A	ctivities	Phi Beta Sigma Incorporated	Georgetown, SC
Active	Men	ıber		
	0	Provide communi		
	0	Provide scholarsh	ips	

(843)240-3676•dynamite_1914@yahoo.com

Michael Wright

Interest and Activities President	Men In The Gap	Georgetown, SC
o Positive role m	gram that for young men between the ages of 1 odel munity service with the young men	3-18
Chairperson	Georgetown Interagency	Georgetown, SC
o Group of agencies such	as CASA and Helping Hands that provides ass	istance to individuals in need.
Chairman	HEARTS Inc	Georgetown, SC
o Organization working to	preach the youth of Georgetown and surroundi	ng counties.
Sergeant at Arms	Georgetown Rotary Club	Georgetown, SC
• Work to prevent any occ	currence that might detract from the dignity of	the club.

Education

	<u> </u>	
1990-1994 (Graduated 07)	Morris Brown College	Atlanta, GA
Organization Manageme	nt and Leadership	
1984-1988 Graduated	Georgetown High School	Georgetown, SC
Defense		

References

References are available on request.

Patrick Cumbee 154 Freddie Lane Andrews, South Carolina 29510 (843) 359-9021 cumbeepatrick@live.com

OBJECTIVE:

To secure an opportunity that would allow me to utilize my analytical, communication, and organizational skills.

EDUCATION:

Benedict College Columbia, South Carolina **Bachelor of Science**, Criminal Justice

Andrews High School Andrews, South Carolina Dipioma

August 1999-May 2003

August 1995-May 1999

EXPERIENCE:

Team Leader, AMI Kids Georgetown, South Carolina April 2009-- Present Makes a positive impact on the students through role modeling, development, and motivation; serves as general leader and positive role model for assigned students; prevents and intervenes in student altercations and incidents; facilitates and participates in staff meetings and staff training sessions; ensures facility. equipment, and supply compliance with laws, regulations, and policles; maintains repair and maintenance logs and inventory of related equipment; assists in implementation of new policies and procedures; performs other duties as assigned by supervisors.

Police Officer, Andrews Police Department

Andrews, South Carolina

August 2004 -- April 2009

Provided for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good community relations; Identified, pursue, and arrest suspects and perpetrators of criminal acts; Recorded facts to prepare reports that document incidents and activities; Reviewed facts of incidents to determine if criminal act or statute violations were involved; Rendered aid to accident victims and other persons requiring first aid for physical injuries; Testified in court to present evidence or act as witness in traffic and criminal cases

Correctional Officer, Georgetown County Detention Center

Georgetown, South Carolina

February 2003-August 2004 Supervised and controlled inmate behavior during the operation of the detention center; communicated effectively and coherently with other staff or inmates with approved facility communication; demonstrated effective communicative skills with inmates, public and staff, Performed searches of people, vehicles, mail items. objects capable of concealing contraband; Maintained control over inmates by always being aware of their location and documenting such; Administered basic emergency first aid; Transported or escorted inmates (hostile, aggressive, passive, etc.) using handcuffs and other approved restraints in accordance to policy and procedure; Read and comprehend legal and non-legal documents including the processing of such documents as medical instructions, commitments, release orders, summons, and other documents

Youth Advisor, Epworth Children Home

Columbia, South Carolina

July 2002-January 2003 Responsible for the supervision of adolescents/youth; utilizing strength based therapeutic intervention skills to develop a positive rapport; Followed agency rules, policies and procedures by administering and role modeling strength-based crisis prevention, intervention and conflict resolution skills; Communicated and documented adolescent/youth behaviors through participation in treatment team meetings, progress notes (DAP's), communication logs, critical incidents reports, etc; Ensured all documentation is completed before leaving each shift worked; Ensured the general security, maintenance and cleanliness of the facility equipment and supplies; reporting any necessary campus or dorm repairs and issues as needed; Adhered to agency rules, policies and procedures

PERTINENT COMMUNITY SERVICE:

Volunteer Coach Georgetown County Recreation Department PROFESSIONAL REFERENCES AVAILABLE UPON REQUEST

J. YVETTE WIJTHOFF-HERINGA 90 Ricefield Place Georgetown SC 29440 (843) 546 9610 ywijthoff@aol.com

 Objective:
 To obtain a position in an office environment that will challenge my interpersonal and organizational skills.

Education:International School for Hotel Management and Business Administration,
the Hague, the Netherlands; Bachelors Degree in Finance and Economy.
Currently enrolled in Cont. Ed. Courses at Trident Technical College for
Medical Billing and Coding; second semester

Work Experience: Georgetown Greenhouses, Inc, Georgetown, SC

1995-present Involved with all office functions for a 20-acre greenhouse facility, including invoicing, accounts payables, accounts receivables, bank account reconciliation, and clerical duties Responsible for all payroll related functions Customer relations

1991-1994 Duke University Office of Continuing Education, Durham, NC

Program Coordinator for the short course program Registration Manager for the short course program

Radisson Governors Inn, Research Triangle Park, NC

1982-1990

Director of Human Resources Assistant Maitre d'Hotel Dinner Theater Manager Assistant Reservations Manager

Skills:

Proficient in Great Plains accounting software, Paychex, Novatime and ADP payroll software, Microsoft Word, Excel and Outlook Fluent in Dutch, French and German

Sherry C Reed 786 Greentown Road, Georgetown, SC 29440 843-325-9198 Rissa9281@gmail.com

Objective: To obtain a position that will allow me to utilize my skills and abilities.

Experience: 01/2012 -11/2012 Shoreline Behavioral Health Conway, SC Clinical Counselor

- Conducted Alcohol and drug assessments
- Facilitated group and individual therapy sessions
- Provided case management as needed

08/2011-01/2012 Piedmont Mental Health Center Columbia, SC Target Case Manager Coordinator

- Serves as an Advocate for Mentally ill patients
- Performed in-depth assessment on clients to identify and determine needs, Referred clients to outside community agencies that will help/satisfy identified needs of clients.
- Completed documentation as related to contact with outside agencies as well as clients.

03/2007-08/2011 Piedmont Mental Health Center Columbia, SC Human Services Specialist II

- Provide intensive case management, teaching and assisting with budgeting, medication compliance and recreational activity
- Asses client daily signs of non-compliance, relapse symptoms or other safety issues that might prevent reintegration into the community and Maintain medical records.
- Aide in client's safe reintegration in the community through assisting with formulation of service plans and reporting progress to treatment team while attending staff meeting, treatment team staffing and complete mandatory trainings.

7/2005-12/2006 SC Department of Juvenile Justice Columbia, SC Juvenile Correctional Officer

- Maintain the safety, security and control of male adolescents.
- Escorted juveniles to and from scheduled appointments and school.
- Completed incident reports as needed.
- Followed standard policies and procedures.

Education: 2001-2005	Claflin University	Orangeburg, SC	2
• B.A., S	Sociology		
2005-2008	Webster University	Columbia, S	2 -
• M.A.,	Counseling		

Erik Wright (843) 957-7749 Email: edwright67@gmail.com

Objective

My ambition an objective is to be employed with a company that I can be an asset to as I continue to grow through experience and knowledge. I am not just looking for a job, I am looking for a career with a great company that I can consider family. I have a passion to help others.

Education

Graduate of York Technical School -10/2010 Course taken: Heavy Equipment Operator Recognized by NCCER (National Center for Construction and Research) as Heavy Equipment Operator Graduate of Tractor Training school ,CDL qualified TWIC card DOT Card **Equipment experienced and trained on** Backhoe Loader Excavator Dozers Skid steer loader Although not experienced or trained on a forklift, I do have a desire to be trained and certified on Forklifts as well.

Personality & Character:

Team player Great work ethics Trainable Willingness to learn Fast learner Willing to relocate Diverse-willing to learn and work other aspect of job Hard Worker Honest Dependable

Work History

April-2012	All-State Express	Kenersville, NC
To Present	Logistic Expedite Driver	336-992-6880
	As an expedite driver my responsibilities is to deliver	
	clients cargo in safe and timely manner. Maintenance of	
	vehicle, read and understand BOl, (Bill Of Lading).	
	Woodberry Trucking	

May-2010 To Present Log Truck Driver As a log truck driver my duties was to transport logs to the

Georgetown, S.C 843-833-1731

	mill plant for processing. Other duties included mainten of tractor and trailer.	ance
February 2010 May2010	Acadaiana Marine Institute Director of Operations. I reported directly to the executive director of operation whom I assisted in keeping school in compliance with agency guild lines concerning the schools facility, students and employees	Branch ,Louisiana 337-334-4838 843-240-3676
	Georgetown Marine Institute	Georgetown, SC
August 2005 – Feb 2010	Team Leader/ acting Director of operations /Counselior Started out as a counsellor that counselled	843-546-5478
	/supervised and educate troubled youth. Promoted to team leader that over saw daily operation of	
	assigned team , later promoted to acting Director of Operations my duties was to make sure school	
	was in compliance with agencies guild lines concerning students as well as employees.	
	pet center	Surfside Beach, SC
January 2000 - August 2007	Sales associate	843-238-0888
	As sales associate I was responsible for the sale of pets and pets supply as well as maintenance of facility.	
	Liberty Life Insurance	Conway, SC
April 1997 - May 2000	Agent	Bought out by RBC
	As an agent I was responsible for sale of life insurance as well as account executive of existing insurance.	
	Rack Room Shoes	Murrells Inlet, SC
March 1995 - June 1998	Assistant manager	Out of business

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Started out as sales associate, was promoted to store assistant manager. Over saw sales, inventory, employees, and maintenance of store.

References

Friend: Joe Wallace 843-461-0819 Employer: Luit Woodberry- 843-833-1731 Sister: Evelynn Grayson- 843-359- 9797



B. Administrative and Financial Capability

3. History and Background: AMIkids, Inc. and AMIkids Georgetown Marine Institute background in providing services to juvenile offenders

Organization Information, Background and Experience

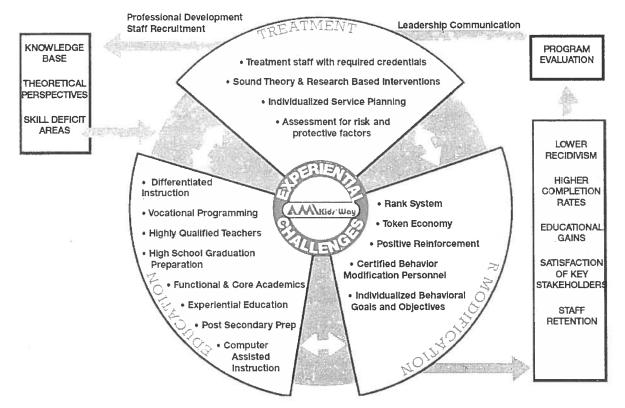
The first AMIkids program, The Florida Oceanic Science Institute, was founded in 1969 by juvenile court judge, Judge Frank Orlando, and marine researcher, Bob Rosof, as an alternative to incarceration for troubled youth. The opening of the first AMIkids program signaled the beginning of a legacy in youth programming. During the past **44 years**, AMIkids has clearly demonstrated its ability to plan, develop, and oversee juvenile residential facilities effectively, while successfully responding to the mental health, substance abuse and behavioral health treatment needs of the youth. Combining its **44-year history** and **national expertise** with **community partnership**, AMIkids, Inc. subcontracts with the local AMIkids programs to offer a variety of program options to meet the needs of youth and communities, which include Residential, Day Treatment, Infinity Schools, Centers for Academic Discipline, Group Care and Family Services.

AMIkids Georgetown Marine Institute, opened in **1989**, has served over **1500** youth with a **97% favorable termination** rate and a **31% recidivism** rate recorded in our last study (2013 study CY2011). AMIkids Georgetown Marine Institute operates 24 hours a day, 7 days a week with youth residing in dormitories on campus and leaving only for off-site, supervised program activities or approved home visitation. AMIkids Georgetown Marine Institute differs from what most think of as a traditional residential program, accomplished through building a non-prison, staff secure, welcoming, safe, **family environment** where youth can grow emotionally, physically, intellectually and learn new skills for the future. The youth become part of a family and remain a part of the family even after they leave. AMIkids currently contracts for residential facilities in multiple states with six (6) residential DJJ facilities in South Carolina: Georgetown Marine Institute, Camp Sand Hills, Piedmont Wilderness, Camp Bennettsville, Camp White Pines, and Beaufort Marine.

AMIkids Georgetown Marine Institute is a different kind of youth programming that embraces the notion of creating a family environment and encouraging **gender specific growth** while still providing a safe, effective program model. AMIkids Georgetown Marine Institute creates an environment that teaches boys incarceration is not their future and shows them how to thrive in a caring environment so they are prepared for the responsibilities that come from being a strong, positive male figure in their families and community. AMIkids Georgetown Marine Institute teaches the youth critical thinking skills and prepares them to make choices that ensure a bright, crime-free future.



The AMIkids Way: Giving youth the tools to grow personally is the backbone of AMIkids' success. The AMIkids Personal Growth Model[®] encapsulates AMIkids' culture and values. The AMIkids culture components include: **bonding, family atmosphere, non-prison environment, positive learning environment, gender responsivity, and culturally-relevant programming.** The AMIkids culture and values, including evidence-based practices, are threaded throughout the AMIkids Personal Growth Model[®] and are manifested in program components such as experiential education, behavior modification, and treatment. Our staff focus on the positive aspects of a youth and his/her behaviors instead of pointing out the negative as so many have already done. This motivates the youth to strive for positive attention and praise instead of acting out to get attention. By celebrating the youth, he/she learns to focus on their own positive attributes and to start to think of themselves differently and picture a new, brighter future.



Since inception, AMIkids Georgetown Marine Institute has helped over 1480 of South Carolina's youth change their futures by utilizing evidence-based practices and the AMIkids Personal Growth Model[®] (APGM[®]). The APGM[®] has been assessed and listed as an evidence-based program by the *Substance Abuse and Mental Health Services Association (SAMHSA)* and can be found in the *SAMHSA National Registry of Evidence Based Practices and Programs (NREPP)*. The APGM[®] has also been listed in the *United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) Model Program Guide*. The APGM[®] is a **seamless continuum of care** encompassing educational; vocational; behavior modification; mental health and substance abuse; treatment; dual diagnosis treatment services; and gender specific



treatment including trauma informed care to ensure we are treating the child as a whole and touching on any and all possible needs.



Included in SAMHSA's National Registry of Evidence-based Programs and Practices The AMIkids Personal Growth Model© (APGM©) has been nationally-recognized by the Substance Abuse Mental Health Services Administration (SAMHSA) National Registry of Evidence-based Programs and Practices as an "evidence-based" model for improving the academic achievement of at-risk students, and for reducing delinquent behavior.

Operative of Juvenile Justice and Delinquency Prevention for reducing re-offending behaviors and is the only Day Treatment Model recognized.



The AMIkids Day Treatment Model has been listed as an evidence-based "promising model" by the Office of Justice Programs Crime Solutions.



AMIkids, Inc. has been recommended for national education accreditation by AdvancEd.

Description of all related programs (including the number of clients per year, the total annual program budget and the annual cost per child) administered during the past five years.

Name of Program	Brief Description	Number of Clients Per Year	Total Annual Budget	Annual Cost Per Client
AMIkids Big	AMIkids Big Cypress is a	2009: 48	2009: \$1,584,075	2009: \$33,001
Cypress	Moderate Risk Boys	2010: 58	2010: \$1,622,053	2010: \$29,966
(Florida)	Residential program	2011: 56	2011: \$1,789,379	2011: \$31,953
	serving males 14-18	2012: 55	2012: \$1,847,663	2012: \$33,593
	years old who may also have Mental Health	2013: 51	2013: \$1,882,758	2013: \$36,917
	Overlay Service Needs	and the second second	and the second first	and the man share
	(MHOS). The program	and the second second		and the second of the
	has been in operation	新学师 建动带	No. 19 States	
	since 1995 and has	San States	Salation Contraction	Charles States
	served over 818 youth.	as an a second first		a Press Calestanting
AMIkids	AMIkids Crossroads is	2009: 54	2009: \$1,529,207	2009: \$28,318
Crossroads	currently a DSS facility	2010: 56	2010: \$1,608,630	2010: \$28,725
(Florida)	(since 2012), but was	2011: 55	2011: \$1,838,682	2011: \$33,430
	previously a Florida	2012: 59	2012: \$1,892,787	2012: \$32,081
	Department of Juvenile	2013: 13	2013: \$1,406,607	2013: \$108,200
	Justice Residential	(Contract change		
	Program serving males.	in 2012-2013)		



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Name of Program	Brief Description	Number of Clients Per Year	Total Annual Budget	Annual Cost Per Client
	AMIkids Crossroads opened in 1986 and has served over 1520 youth.			
AMIkids Escambia Boys Base (Florida)	AMIkids Escambia Boys Base (EBB) opened in June 2013. EBB is a Florida DJJ residential facility serving males 14-18 years old.		Program opened in 2013 so no past data is available.	
AMIkids Melbourne Center for Personal Growth (formerly AMIkids Space Coast) (Florida)	AMIkids Melbourne Center for Personal Growth was incorporated in 1988 and is a Florida DJJ residential program for boys with Substance Abuse Overlay Service Needs (SAOS). The program has served over 1430 youth since opening.	2009: 49 2010: 43 2011: 41 2012: 51 2013: 37	2009: \$1,585,110 2010: \$1,565,376 2011: \$1,556,156 2012: \$1,559,204 2013: \$1,595,900	2009: \$32,349 2010: \$36,404 2011: \$37,955 2012: \$30,573 2013: \$43,132
AMIkids W.I.N.G.S. South Florida (Florida)	AMIkids WINGS (Women in Need of Greater Strength), incorporated in 2001 and closed in 2013, was a girls and babies residential program in Florida.	2009: 25 2010: 33 2011: 34 2012: 18 2013: 36	2009: \$1,423,870 2010: \$1,580,658 2011: \$1,560,596 2012: \$1,633,575 2013: \$1,655,794	2009: \$56,995 2010: \$47,899 2011: \$45,900 2012: \$90,754 2013: \$45,994
AMIkids YES (Florida)	AMIkids YES was incorporated in 1994 and has served over 900 youth. YES is a Florida DJJ residential program for boys ages 14-19 with Behavioral and/or Mental Health Overlay Service Needs (BHOS, MHOS).	2009: 40 2010: 51 2011: 45 2012: 37 2013: 54	2009: \$1,431,639 2010: \$1,455,198 2011: \$1,556,931 2012: \$1,721,846 2013: \$1,683,215	2009: \$35,791 2010: \$28,533 2011: \$34,598 2012: \$46,536 2013: \$31,170
AMIkids Acadiana (Louisiana)	AMIkids Acadiana, incorporated in 2007, is a Louisiana OJJ residential program for	2009: 57 2010: 67 2011: 68 2012: 72	2009: \$1,690,589 2010: \$1,787,860 2011: \$1,846,191 2012: \$1,878,559	2009: \$29,659 2010: \$26,684 2011: \$27,149 2012: \$26,091



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Name of Program	Brief Description	Number of Clients Per Year	Total Annual Budget	Annual Cost Per Client
	male youth. AMIkids Acadiana has served over 400 youth since opening.	2013: 78	2013: \$1,861,569	2013: \$23,866
AMIkids	AMIkids Beaufort,	2009: 77	2009: \$1,444,000	2009: \$18,753
Beaufort	incorporated in 1985, is	2010: 100	2010: \$1,362,888	2010: \$13,629
(South	a South Carolina	2011: 97	2011: \$1,305,518	2011: \$13,459
Carolina)	residential boys	2012: 100	2012: \$1,347,969	2012: \$13,480
	program.	2013: 89	2013: \$1,330,875	2013: \$14,954
AMIkids	AMIkids Bennettsville,	2009: 91	2009: \$2,996,192	2009: \$32,925
Bennettsville	incorporated in 1996, is	2010: 114	2010: \$1,560,950	2010: \$13,629
(South	a South Carolina	2011: 108	2011: \$1,566,537	2011: \$14,505
Carolina)	residential boys	2012: 100	2012: \$1,394,882	2012: \$13,949
the the states	program.	2013: 101	2013: \$1,529,666	2013: \$15,145
AMIkids	AMIkids Georgetown,	2009: 75	2009: \$1,394,659	2009: \$18,595
Georgetown	incorporated in 1989, is	2010: 92	2010: \$1,223,232	2010: \$13,297
(South	a South Carolina	2011: 95	2011: \$1,212,035	2011: \$12,758
Carolina)	residential boys	2012: 91	2012: \$1,237,432	2012: \$13,598
	program	2013: 84	2013: \$1,314,594	2013: \$15,650
AMIkids	AMIkids Piedmont,	2009: 79	2009: \$1,289,748	2009: \$16,326
Piedmont	incorporated in 1990, is	2010: 92	2010: \$1,243,709	2010: \$13,519
(South	a South Carolina	2011: 105	2011: \$1,253,771	2011: \$11,941
Carolina)	residential boys	2012: 106	2012: \$1,248,333	2012: \$11,777
	program	2013: 88	2013: \$1,193,018	2013: \$13,557
AMIkids	AMIkids Sand Hills,	2009: 93	2009: \$1,584,028	2009: \$17,033
Sand Hills	incorporated in 1996, is	2010: 124	2010: \$1,472,062	2010: \$11,871
(South	a South Carolina	2011: 114	2011: \$1,485,717	2011: \$13,033
Carolina)	residential boys	2012: 105	2012: \$1,358,129	2012: \$12,935
	program.	2013: 101	2013: \$1,431,991	2013: \$14,178
AMIkids	AMIkids White Pines,	2009: 84	2009: \$2,932,358	2009: \$34,909
White Pines	incorporated in 1990, is	2010: 107	2010: \$2,817,787	2010: \$26,334
(South	a South Carolina	2011: 117	2011: \$1,624,676	2011: \$13,886
Carolina)	residential boys	2012: 107	2012: \$1,413,772	2012: \$13,213
	program.	2013: 94	2013: \$1,553,151	2013: \$16,523
AMIkids Rio	AMIkids Rio Grande,	2009: 58	2009: \$1,280,019	2009: \$22,069
Grande	opened in 1986, has	2010: 39	2010: \$1,110,721	2010: \$28,480
(Texas)	served over 1620	2011: 29	2011: \$940,251	2011: \$32,422
	youth, is a Texas	2012: 32	2012: \$1,107,861	2012: \$34,621
	residential boys	2013: 34	2013: \$965,751	2013: \$28,404
	program.			



B. Administrative and Financial Capability

4. Start-up Time

Georgetown Marine Institute has been successfully operated by AMIkids since 1989 so there will be no lag time for start-up or enrollment of youth. In its 44-year history, AMIkids, Inc. has overseen the **successful startup of over 50 different programs in 9 states**, starting from one program and expanding to include many different models throughout the country. AMIkids has demonstrated understanding of the state, community and youth needs as well as successfully implementing the contracts and models awarded. Due to its 25 year history in effectively operating a staff secure Community Based Residential Services at Georgetown Marine Institute, AMIkids' startup and implementation will provide an opportunity to enhance services already being provided. Wade Goss, AMIkids, Inc. Regional Director will oversee the continuation of our quality programming and services. Wade and his implementation team (Michael Thornton, Director of Human Resources; Kim Hughes, Regional Director of Mental Health Services; LaTeesa Allen, Regional Education Director; Angee Hastings, Director of IT, Judy Estren, VP of Support Services; Heyward Golden, VP of Operations) have *extensive* Juvenile Justice and program experience.

AMIkids Georgetown Marine Institute currently has the operating capacity to continue accepting referrals and clients throughout the RFP process and to continue to do so upon contract award. As evidenced by the organizational chart, AMIkids Georgetown Marine Institute currently employs the needed positions to provide services as described without any startup delays. All current employees are trained to implement assigned services and all services as outlined in the RFP and the AMIkids proposal response.

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Startup/Implementation Plan SITE/EQUIPMENT

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
Identify/appoint functional committee for oversight of program startup	VP of Operations	4/25/2014	4/23/2014	The Regional Director will oversee startup with the assistance of an identified AMIkids, Inc. team	 Team Lead – Regional Director – Wade Goss Finance – Devon Simon, Mike Casas Education – Phildra Swagger Food Service – DeShawn Mason Training – Angee Hastings MH/SA/CM – Rosalyn Thomas Medical/Health – Monica Nichols Risk Management – Matt Frye Research/Data – Dawn Jenkins HR – Mike Thornton IT – Richard Hilton Facility – Matt Frye, Wendell Watson Legal – Judy Estren
			and Equipm		
RFP Site Visit	Regional Director	4/30/2014	4/30/2014	Regional Director will assign individual to conduct site visit	No official site visit needed due to AMIkids running all

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Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
	成。這個是這個特別的	14月1日日日		and complete site visit checklist	sites being bid on.
Schedule Comprehensive Facility Site Visit	Regional Director	4/30/2014	4/30/2014	Regional Director will work with DJJ to schedule a comprehensive walk through to determine all facility and equipment needs.	No official site visit needed due to AMIkids running all sites being bid on.
Startup Team Comprehensive Facility Site Visit	Startup Team	N/A	N/A	Team will complete the walk through the day after award to determine needs for comprehensive facility plan.	Not applicable due to AMIkids currently running sites.
Comprehensive Facility Plan Startup Meeting	Regional Director	N/A	N/A	Arrange meeting immediately following scheduling of walk through to review entire Facility Plan	Not applicable due to AM1kids currently running sites
Schedule required inspections	Regional Director	N/A	Complete	Coordinate with all parties for the inspections required	All inspections are up to date.
Utility Vendor Identification	Miami-Dade BM	N/A	Complete	 Phone Cell phone Water Sewage Power Internet, etc. 	All vendors identified and currently being utilized.
Establish utility connections and accounts	Regional Director, Erate coordinator, IT department	N/A	Complete	Coordinate all needed connections and involve all pertinent parties	All connections active
Inventory all equipment	Regional Director, IT, Support Services	N/A	Complete	Inventory all equipment and coordinate with all parties the ordering of additional equipment needed	All equipment inventory is kept up to date by current programs
Identify vendors for	Regional Director	N/A	Complete		All vendors identified and

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AM Kids.

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
needed repairs (use minority vendors when available)					currently being utilized.
Vehicle Requirements	Regional Director, Risk Management	N/A	Complete	Identify vehicles to be used. Complete inspection. Purchase new vehicles if needed	Programs have established vehicles and vendors
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Timeline/Implementation Schedule

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Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
			Staffing	/Human Resources	
Verify job descriptions	Dir. Of HR	5/15/2014	5/15/2014		All job descriptions verified and up to date.
Evaluate internal candidacy pool.	Dir. Of HR, Dir. Of Training	5/10/2014	Complete	 Assess internal candidates. AMIkids Leadership University candidates will be assessed for possible leadership positions at the new program. A symposium is scheduled for Sept. 27-28. Discuss potential opportunities with current EDs, etc. 	All positions are currently filled.
Post positions internally.	Dir. Of HR	5/10/2014	Complete	Immediately upon notification of award the HR department will post all open	All positions currently filled

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Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
				positions internally and externally.	
Post positions externally	Dir. Of HR	5/10/2013	Complete	Positions posted externally on the following resources	All positions currently filled
Schedule comprehensive interviews for leadership and MH position.	Dir. Of HR and Dir. Of MH Services	N/A	Complete		All leadership positions filled.
Schedule comprehensive interviews for all positions.	Dir. Of HR, ED, and Regional Dir. Of MH services	N/A	Complete	Interviews will be scheduled as soon as resumes are received.	All leadership positions currently filled
Order Drug Testing Supplies	Risk Management	N/A	Complete		Programs have supplies for any new hires.
Identify candidate for each position	Dir. Of HR, ED, Regional Dir. Of MH Services, NSLP Coordinator	5/30/2014	Complete		All positions currently filled
Vocational services	VP Support Services, Regional Director	5.15.2014	Complete	Identify any outside vocational contractors or needs.	All vocational services are currently being provided.
New hire paperwork completion	Dir. Of HR	As employees hired	N/A		All positions filled. This process continues through turnover and all new hires.
Employee benefit orientation	Risk Management/ Benefits	As employees hired	N/A		All positions filled and a Benefits training was held during open enrollment this year.

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Startup/Implementation Plan ACCOUNTS

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
				Accounts	
Identify financial institution	ED/ Accountant	6/1/2014	Complete		Programs already have identified banks
Set up financial accounts	Regional Director/ Accountant	Upon Award	Complete		Accounts established
Identify vendors	ED/ Regional Director	6/1/2014	Complete		Vendors identified and being utilized
Identify other vendors	Regional Director/ED	As needed	Complete		All vendors identified and being utilized
Set up vendor accounts	Regional Director/ED	Upon award	Complete		All vendor accounts set up

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Startup/Implementation Plan OTHER CONTRACTS

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress				
	Contracts and Licenses								
School District	Reg. Dir. Of Education	Upon Award	Complete	Schedule initial meeting with school district after award to discuss contract and guidelines Negotiate/Sign contracts with local school district	Already providing educational services at all site locations.				
Establish contact with UW	Regional Director/ ED	1 month after Award	Complete		Contacts already established in the local community.				
Establish contact with local Workforce Board	Regional Director/ Dir. Of Ed.	1 month after Award	Complete		Programs all currently utilizing local WIA agencies.				
Establish contact with community providers	ED	Immediately upon award	Complete		All programs have established community support agencies.				



Startup/Implementation Plan CASE MANAGEMENT

Progress Responsible **Target Date** Completion Notes Task **Parties** Date **Case Management** All programs have Complete **Regional Director** N/A Assign a mentor to HSP Dept. established and trained for new HSPs and/or new of MH HSPs. Services/Regional programs Director All programs have N/A Complete Develop needed forms and Mentor established forms and sample book/file systems. Put together case files to All programs have N/A Create 10 case files ready for Mentor/HSP Complete established youth, forms ensure the program is new youth and systems. ready to accept new youth. Program systems are Complete AMIkids/ED/ N/A Organize office, files, established. calendars, etc. **Business** Manager **Programs** have Complete Mentor/HSP N/A Organize and set up needed established space. space for groups/treatment teams, etc. **Programs** have Complete Establish new schedules if Mentor/HSP Upon Award **Organize treatment team** established schedules needed upon contract schedules, CM schedules, changes or award which will be reviewed reminders, etc. upon award to ensure all activities match new program outline. **Programs** have **Review any new** Mentor/Regional Upon Award **Review Contract** established systems, but requirements with all Dir. Of MH requirements, QI



requirements, etc. and provide a copy to new personnel	20			personnel upon award	any new items from the RFP will be reviewed.
Introduce new personnel to contract monitor, commitment manager, etc.	Mentor/ Regional Director	Immediately upon new hires	Complete		All personnel are established in the community and with JJ agency officials.
Provide program a list of resources, contacts in the community	Mentor	10 days after award	Complete		Programs have established community connections.

Startup/Implementation Plan EDUCATION/VOCATION

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
Educ	ation/Voca	ation (Scho	ol Board P	roviding Edu	ucation)
Contact SCDJJ/School Board for personnel assigned, space needed, and start date, etc.	DJJ/ AMIkids	Immediately upon award	Complete		Program established.
Create exciting learning environment in classrooms	ED/Regional Director of Education	15 days after award	Complete		All learning environments established.
Assist with setting up classrooms, gathering supplies, books, etc.	ED/Regional Director of Education	15 days after award	Complete		All classrooms set up and supplies available.

Startup/Implementation Plan BRANDING

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
·	ı	Bra	nding		
Establish program name and logo	DJJ/ AMIkids	Upon award	Complete		Program names and logos established
Establish signage	AMIkids	Upon Award	Complete		Programs already have signage.
Identify vendor for cards/letterhead	BM/ Regional Director	2 weeks after award	Complete		Programs have all materials needed.
Order business cards and letterhead	AMIkids/ ED/ Business Manager	2 weeks after award	Complete		Programs have all materials needed.

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Startup/Implementation Plan TRAINING

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
		Tr	aining		
Develop program specific new hire training plan to include dates of upcoming trainings.	Dir. Of Training/ Dir. Of Ed./ Dir. Of MH	5/15/2014	Complete		No new trainings required.
Staff Orientation training	Dir of Training	Upon hire	Complete		No new trainings required. New hire training will be ongoing if turnover occurs.
The Council Training	Dir. Of Training	Upon hire	Complete		All programs offering The Council have trained personnel.
ART Training	Dir. Of Training	Upon hire	Complete		All programs have trained ART personnel
TF-CBT	Dir. Of Training	Upon hire	Complete		All programs offered TF-CBT have trained personnel.
Send new staff to Kids First University or hold a KFU at the facility prior to startup.	Dir. Of Training	As available upon hire	Complete		All program staff are employed. Any new staff brought on board will have this opportunity.
Identify and schedule trainers and dates for CPR/FA/AED.	Dir. Of Training	Upon Hire	Complete		All staff are currently employed and trained.
Identify and schedule trainers and dates for CPI.	Dir of Training	Upon Hire	Complete		All staff are trained and in compliance.
Train management to assist with medication self-admin	Nurse, ED	Upon Hire	Complete		Staff distributing meds are trained as per requirements.

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and policies					
Send experienced ED, BM, Dir. Of Txt, DO to program	Dir. Of Training/ HR	immediately upon hire	N/A	13.据44	All program leadership is experienced.
Casey Life Skills Training	Dir. Of Ed/ ED	Immediately	Complete		Staff utilizing Casey are all
(online training module)		upon hire			trained.





Operations

Task	Responsible	Target Date	Completion	Notes	Progress
	Parties		Date		
	g + parque y a parque a su a companya a comp	Оре	rations		
Develop program specific	Dir. Of	Prior to start	Complete		All systems established and
Behavior Modification Systems	Training/	date			used.
(point cards, rank boards, CAP	Regional				
charts, token economy, etc.	Director/ ED				
Develop student handbook	ED/ Regional	3 weeks after	Complete		All systems established and
and orientation materials	Director	award date			used.
Develop/modify schedule	ED/ Dir. Of	Upon award	Complete		Schedules are developed but
	Ed./ Dir. Of				will be reviewed upon award
	МН				to ensure compliance with
					new contract.
Organize student	ED/ Risk	4 weeks after	Complete		Program has established
transportation systems	Management	award		,	system
Develop Treatment Systems	ED/ Dir. Of MH	4 weeks after	Complete		Program has established
(group counseling, file		award			systems.
systems, etc.					
Identify vendor for uniforms	ED/ Regional	4 weeks after	Complete		All uniforms purchased.
for students and staff	Director	award			
Order uniforms for students	ED/ Regional	4 weeks after	Complete		All uniforms purchased.
and staff	Director	award			
Obtain D & O/ EPL insurance	Risk	Upon hire of	Complete	E	
coverage (as of date of	Management/	first			
incorporation)	ED	employee			
Obtain GL/Excess insurance	Risk	Upon	Complete		
coverage (in place as of date of	Management/	incorporation			



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incorporation)	ED				
Obtain WC insurance coverage	Risk	Upon hire of	Complete		
(date of hire of first employee)	Management/	first			
	ED	employee	Consulate	1978 - 1979 - 1970	
Obtain student accident	Risk	Upon award	Complete		
insurance	Management/ ED				
Obtain auto insurance on	Risk	Upon Award	Complete		
transferred and new vehicles	Management/	Opon Awaru	complete		
(as of date of transferred	ED				
vehicles and/or first employee					
hire)					
Obtain Property/Contents	Risk	Upon Award	Complete	nna para sa aya na ayaya Mana da Ayaya na ayaya na ayaya na ayaana na ayaa na ayaa na ayaa ayaa ayaa ayaa ayaa 	
Insurance (as of date we	Management/				
become responsible for	ED				
building)					
Obtain Certificate of insurance	Risk	Upon Award	Complete		
to school on placement	Management/				N
coverage	ED				
Identify and obtain additional	Risk	Upon Award	Complete		
coverage if needed	Management/				
	ED	A	Complete		Programs have established
Develop Policy and	Regional	4 weeks after	Complete		procedures, but they will be
Procedures	Director/	award			reviewed upon award.
Que la construcción de la constr	Dept. Heads Regional	Upon hire	Complete		All current staff are complete.
Organize motor vehicle registration for new staff	Director/ ED	oponime	complete		All current stall are complete.
Schedule key program staff to	Regional	Upon hire	Complete		All staff are established and
AMIkids, Inc. offices	Director				experienced AMIkids staff.
Add new program to directory	Office	Upon Award	Complete	999 - 200 -	
nuu new program to un ectory	Manager				
Create a coverage schedule	Regional	2 weeks after	Complete		All programs have coverage
including all hired program	Director	award			schedules, but this will be
staff and utilizing staff from				<i>12</i>	reviewed upon contract

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other local programs to assist			award.
in emergency situations.			



COMMUNICATION

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
		Comr	nunication		
Educate local contacts (DJJ, Juvenile Justice Council, Judges, Mayor, Commissioners, School Board, JPOs, Law Enforcement, Judges, etc.) of program startup and goals	Regional Director/ ED	6 weeks after award	Complete		Program is established in the community. If any significant changes come out of RFP process, the programs will educate all needed parties.
Schedule friend-building/open house	ED	1 month after startup with clients	N/A		All programs are established
Issue press release	AMIkids PR	Upon Award			
Establish contacts with voc. And tech. schools	ED/ mentor	Prior to Startup Date	Complete		Contacts established.
Identify Key Players in the community for board members	ED/ VP Resource Development	4 weeks after award	Complete		All programs have active board members.
Hold Board Meeting to introduce new team, educate board members on the new program and provide a tour of the facility.	ED/ Regional Director	1 month after award			Upon award, the Board will meet to discuss changes



Identify potential local donors	VP Resource Development/ ED	Ongoing		The programs are established in the community, however fund and friend raising is an ongoing AMIkids goal.
		調査の言語		



FINANCES

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
		I	inances		
Copies of final budget to new ED/BM	Accountant/ Regional Director	Upon ED/BM hire	5/15/2014		RFP budgets developed in concert with ED, BM and AMIkids.
Identify accountant, set up payroll and accounting records, order checks	Accounting Dept.	Complete	Complete		
Get AMIkids/Program Sub- Contract Signed	Accounting/ Support Services	Upon ED hire	Complete		
Provide 501c-3	Accounting	Upon Award and filing	Complete		
Complete forms for franchise tax, tangible and intangible property tax, etc. if needed	ED/ Accounting	Upon Award	Complete		
Establish state tax exempt and federal ID	ED/ Accounting	Upon Award	Complete		
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Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
		IT		경우리는 생각을 하는	
Complete comprehensive evaluation of IT infrastructure and needs during walk through	IT lead	During scheduled walk through	Complete		AMIkids currently operates the sites bid on.
ISP with Dynamic IP address	IT lead	1 week after award	Complete		
Install on server and email	IT lead	1 week after award	Complete		
Install AMIkids systems and give user permissions	IT lead/ Director of Data Management	Upon hire	Complete		
Identify local computer support	IT lead	5/15/2014	Complete		Established vendors and support.
Establish Erate requirements	Erate Coordinator	3 weeks after award	Complete		All programs currently receiving erate support

AM Kids*

Startup/Implementation Plan

HEALTH SERVICES

Posting of Decision: February 5, 2014 Execution Date: March 1, 2014

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
	HEA	LTH SERV	VICES		
Identify Health Services Partnerships/Contracting Agencies	Regional Director	Prior to 1 st client	Complete		All community partnerships established.
Identify program mentor for health services	Regional Director/ VP of Operations	N/A	N/A		
Identify local hospital for emergency care	Regional Director	Prior to 1 st client	Complete		
Identify local Dentist for regular and emergency dental care	Regional Director	Prior to 1 st client	Complete		
Identify program space for routine medical and Med management	Regional/Executive Director	Upon facility walk through	Complete		
Establish medication storage areas and policy	Regional Director/ Medical Staff	4 weeks after award	Complete		
Establish medical/health services policies and procedures	Regional Director/ Medical Staff/ Medical Mentor	4 weeks after award	Complete		
Establish filing systems	Medical Staff/ Medical Mentor	2 weeks after award	Complete	· · ·	
Identify vendor for other health	Regional Director	3 weeks	Complete		

AM\Kids°

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services needs		after			
		award		No.	
Establish contract with vendor	BM	4 weeks	Complete		
		after			
	19 S • 1 P • 1	award			
Purchase all needed materials	BM	4 weeks	Complete	14 Section and a section of the s	
		after			
		award			
Establish sick call	ED	Prior to	Complete		
procedures/forms		1 st client			
Establish medication	ED/AMIkids Nurse	Prior to	Complete		- That has give under a good and approximate
procedures/forms		1 st Client			
	-			*	n

Kids.

Startup/Implementation Plan HSP/MENTAL HEALTH/ SUBSTANCE ABUSE SERVICES

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
N	CLINIC 1ENTAL HEALTH/	CAL TREAT		ERVICES	
Identify Mental Health Services Partnerships/Contracting Agencies	Regional Director/ED	5/15/2014	Complete		Established partnerships
Identify program mentor for mental health services	Regional Director/ VP of Operations	5/20/2013	Complete		
Identify local hospital for emergency care	Regional Director	5/30/2014	Complete		
Provide MH staff with all fidelity instruments and practices	Regional Director of MH Services	Upon Award	Complete		
Identify program space for mental health treatment/groups and counseling	Regional/Executive Director	Upon walk though	Complete		
Establish medication storage areas and policy	Regional Director/ MH Staff	Prior to 1 st client	Complete		
Establish filing systems	MH Staff/ MH Mentor	2 weeks after award	Complete		
Train staff in all EBP practices	Director of Training	Upon hire	Complete		All personnel trained in EBP practices currently running at the programs.
Assign fidelity mentors to new personnel.	Regional Dir. Of MH Services	Upon hire	Complete		
-	Ŭ		Complete		

Page **21** of **25**



DELINQUENCY INTERVENTIONS

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
	Delinquency Inte	rventions	- Restorati	ve Justice	
Identify Community Service Locations	ED	5/22/2014	Complete		Programs currently providing services in the community.
Identify Service from the Heart Locations	Regional Director/ VP of Operations	6/15/2014	Complete		Program currently providing these services
Establish Student Council guidelines, requirements, meeting dates, etc.	Director of Training	5/22/2014	Complete	-	Programs offering student or youth councils.
Identify staff to run Student Council	ED	Upon hire/award	Complete		
Post Student Council sign up and information around program.	Regional/Executive Director	1 month after start date	Complete		
Train employees on off campus/community service procedures.	Dir of Training	Upon hire	Complete		
Train employees on requirements for AMIkids Signature Events and determine which events the program will participate in.	ED/Dir. Of Training	Upon hire	Complete		
					1 - C.S. M. M
De	linquency Interve	entions – El	BP/Promis	ing Practices	
Train all appropriate	Regional Dir. Of MH	Upon hire	Complete		All programs have staff



AM Kids.

employees on EBP/Promising Practices	Services			currently employed who are trained in EB practices offered.
The Council	Regional Dir. Of MH Services	Upon Hire	Complete	If providing council, staff are already trained.
ART	Dir of MH Services	Upon Hire	Complete	
TF-CBT	Dir. Of MH Services	Upon Hire	Complete	
			See The Year	

AM Kids.

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Startup/Implementation Plan FOOD SERVICE

Task	Responsible Parties	Target Date	Completion Date	Notes	Progress
	はわれない、たいない	FOOD SH	ERVICE		
Locate and negotiate with food vendors	NSLP Director/ Regional Director	Upon award	Complete		Already providing food services with established vendors.
Identify dietician	NSLP Director	5/15/2014	5/1/2014	9	Carlos Santa Santa Santa
Train Food Services Staff to provide ServSafe	NSLP Director	Upon hire	Complete		All programs have staff trained
Order kitchen materials	NSLP Director/Food Service Personnel	Upon award	Complete		
Contract with food vendor	NSLP Director/Food Service Personnel	Upon Award	Complete		
Create menus for program	NSLP Director/Food Service Personnel	5/15/2014	Complete	R. A. S. Martin	
Create dining/food service allergy list	NSLP Director/Food Service Personnel	Upon intake of clients	Complete		Ongoing with new client intakes.
Create food service policies and procedures	NSLP Director/Food Service	5/15/2014	Complete		
Train new food service employees on utensil safety procedures	NSLP Director	Upon hire	Complete		
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B. Administrative and Financial Capability

5. Evaluation of Program Effectiveness and Outcomes.

AMIkids, Inc. has operated some of the most effective Juvenile Justice programs in the county. AMIkids contracts with an external evaluator, the Justice Research Center, to independently measure objective outputs and outcomes for each of its programs and services. This is done to advance the quality of the programming offered to youth and stakeholders and to ensure fidelity to the AMIkids Personal Growth Model[©] (APGM[©]). The reports track youth released for programs two (2) calendar years prior through the end of the following calendar year to track subsequent juvenile justice system involvement. The following report information is for youth released from AMIkids programs in calendar year (CY) 2011, allowing for a 12-month follow-up period ending in December 2012. While recidivism is the primary outcome measured in this report, youth characteristics, rates of completion, average lengths of service and educational performance were also examined. The following is a list of key findings from the AMIkids 2013 Outputs & Outcomes Report for the AMIkids, Inc. family of programs:

- Despite serving a higher risk population, the majority of youth entering AMIkids community based and residential delinquency programs successfully completed services. In 2011, 74% of youth sanctioned to an AMIkids community-based program completed services, increasing from 70% in FY 2005-06.
- AMIkids has increased the efficiency of programming in recent years, with average lengths of service decreasing for both its community-based and residential delinquency interventions. Six years ago, it took an average of 197 days for youth to complete AMIkids standard residential programs. This compares to an average of 168 days (5.6 months) in 2011.
- In 2011, AMIkids delinquency programs admitted a higher risk population of youth who completed programming faster than their counterparts six years ago, yet still achieved relatively low rates of recidivism.
- Only 20% of youth completing AMIkids community-based programs were subsequently adjudicated for a law violation and less than one-quarter (21%) of the higher risk youth who completed residential programming were re-adjudicated for a criminal offense within 12 months of release.
- Recidivism rates, including both law and non-law violations, for youth completing AMIkids residential delinquency programs dropped 15%, or four percentage points, from 31% in FY 2005-05 to 27% in 2011.
- Educational programming is a cornerstone of all AMIkids services. In 2011, the average grade level equivalent (GLE) of youth completing community-based and residential juvenile justice programs increased by more than one letter grade in math, reading and writing over the course of program services.
- A total of 169 youth earned their GEDs while being served in an AMIkids delinquency program. On average, youth completing community-based interventions earned 4.4



high school credits, while those successfully graduating from residential programs earned an average of 4.0 credits.

- AMIkids operated four Infinity Schools that provided alternative educational services for 175 at-risk youth in 2011. Seventy-eight percent of these students successfully graduated from the program, with average math, reading and writing GLEs improving over the course of instruction.
- AMIkids provided Infinity services educational programming in the Brevard Group Treatment Home and Frances Walker Halfway House in 2011, with ninety-eight percent of the youth successfully completing services. On average math, reading and writing GLEs improved over the course of instruction for these students with reading GLEs increasing by more than 2 grade levels.

In the following pages, the summaries of evaluations for programs currently operating, which are similar to this program, are provided and the complete evaluation report can be found on the AMIkids webpage, <u>www.amikids.org</u>.



AMIkids Acadiana

611 Celestine La Tortue Road Branch. LA 70516 Phone: (337) 334-4838 AMIkids Acadiana is located in Branch, Louisiana. In calendar year 2011, 73 youth were released from the program. Among these youth, 56 (77%) completed favorably. Youth stayed on average 29 weeks. Of the youth released, 100% were male and 89% were minorities. The average age at enrollment was 15.4 years.

Residential

Program Measures

Client Service Days

Budgeted Slots: 12.404 Actual Slots: 10.751 Slot Difference: -1.653

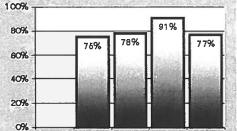
Favorable Unfavorable

Completion Measures

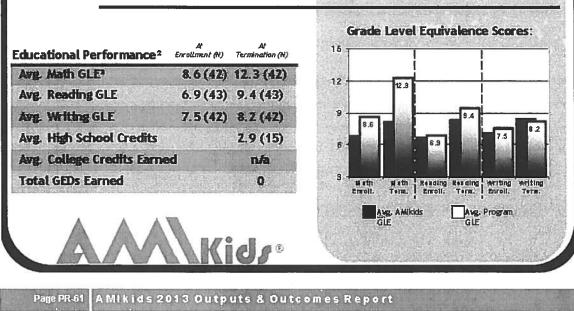
Favorable Completions¹

Youth Released

Completion Rates by Year:



FY 88 CY 28 88 CY 28 88 CY 28 10 CY 28 11



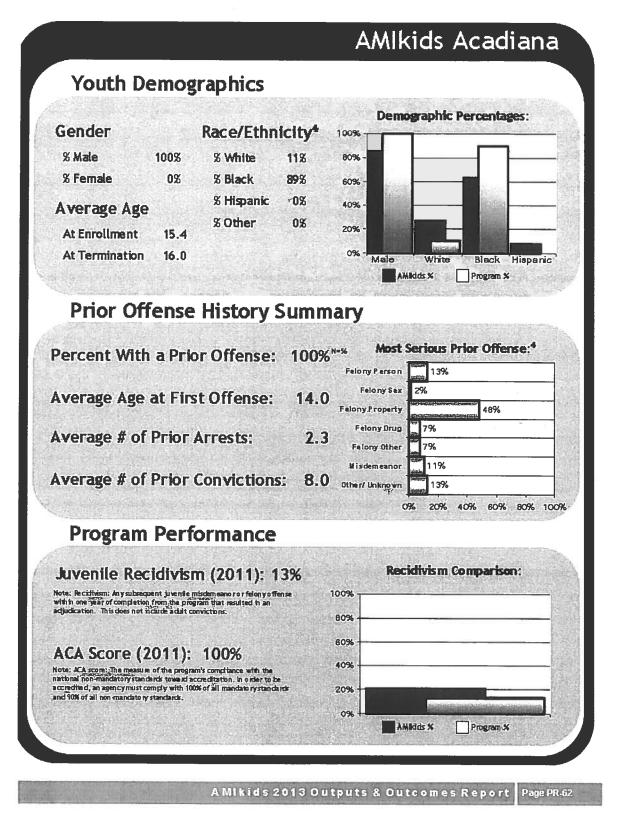
77%

23%

73

56







AMIkids Beaufort

60 Honeybee Island Rd Seabrook , SC 29940 Phone: (843) 846-2128 AMIkids Beaufort is located in Seabrook, South Carolina. In calendar year 2011, 93 youth were released from the program. Among these youth, 91 (98%) completed favorably. Youth stayed on average 15 weeks. Of the youth released, 100% were male and 73% were minorities. The average age at enrollment was 16.4 years.

Residential

Program Measures

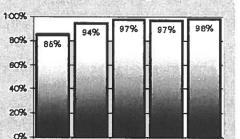
Client Service Days

Budgeted Slots: 11,680 Actual Slots: 10,333 Slot Difference: -1,347

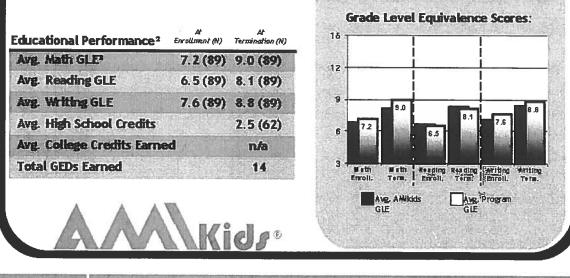
Completion Measures Favorable Unfavorable Youth Released

Favorable Completions¹

Completion Rates by Year:



FY 88 CY2868 CY 2688 CY 26 10 CY 26 11



98%

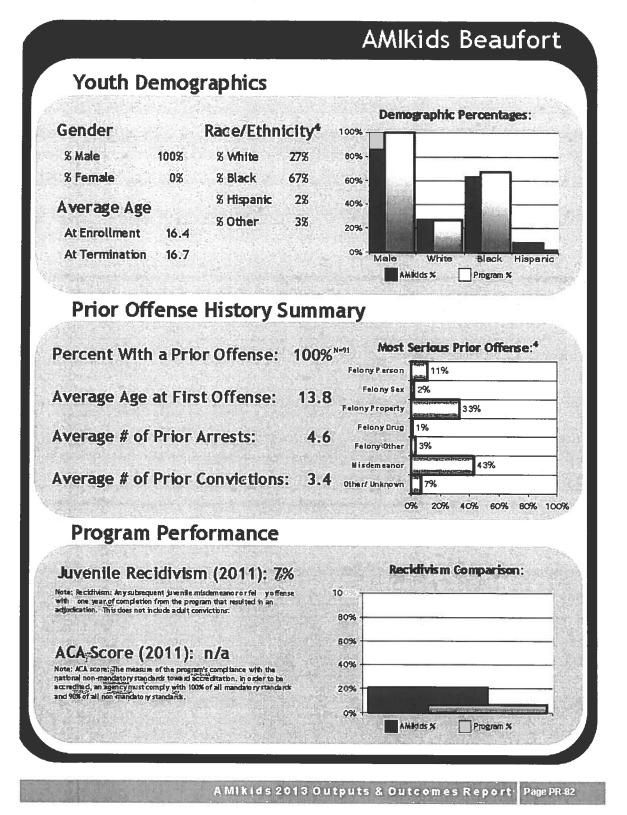
2%

93

91

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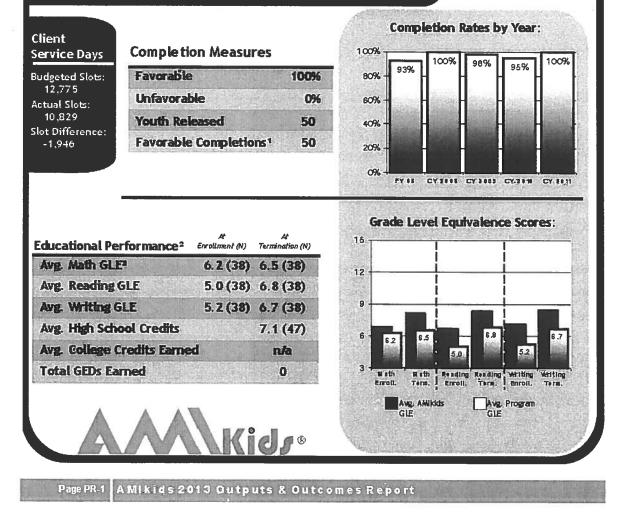


AMIkids Big Cypress

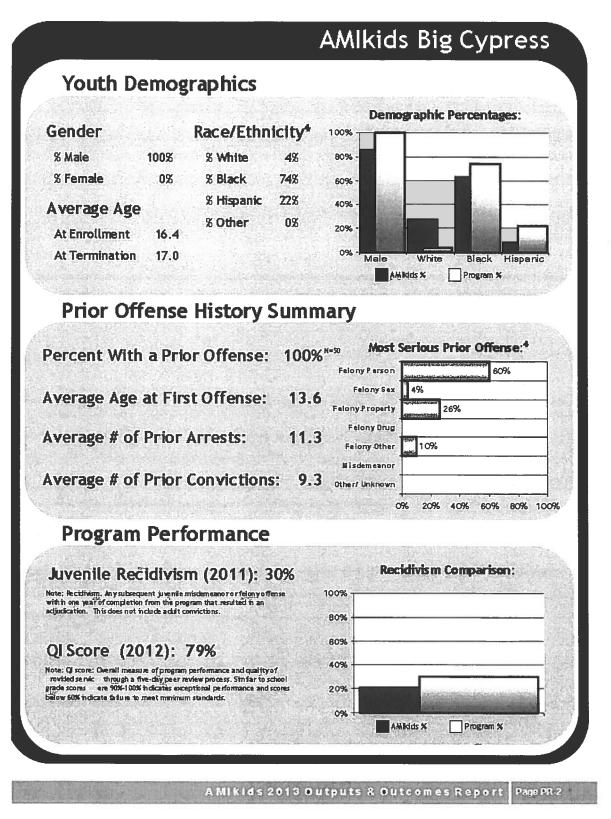
25959 Turner River Road Ochopee, FL 34141 Phone: (239) 695-1001 AMIkids Big Cypress is located in Ochopee, Florida. In calendar year 2011, 50 youth were released from the program. Among these youth, 50 (100%) completed favorably. Youth stayed on average 29 weeks. Of the youth released, 100% were male and 96% were minorities. The average age at enrollment was 16.4 years.

Residential

Program Measures







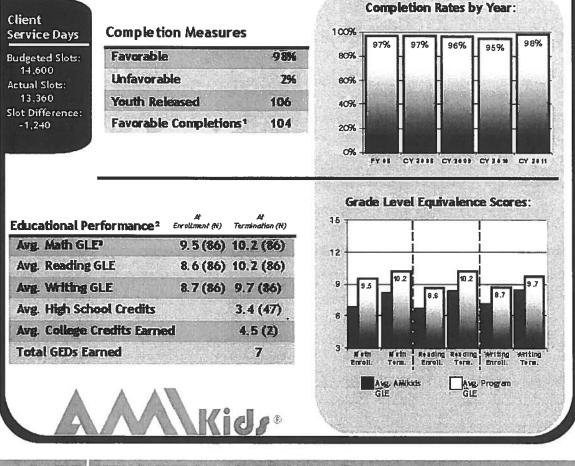


AMIkids Bennettsville

620 Marlboro Rd Bennettsville, SC 29512 Phone: (843) 479-0420 AMIkids Bennettsville is located in Bennettsville, South Carolina. In calendar year 2011, 106 youth were released from the program. Among these youth, 104 (98%) completed favorably. Youth stayed on average 18 weeks. Of the youth released, 100% were male and 80% were minorities. The average age at enrollment was 16.7 years.

Residential

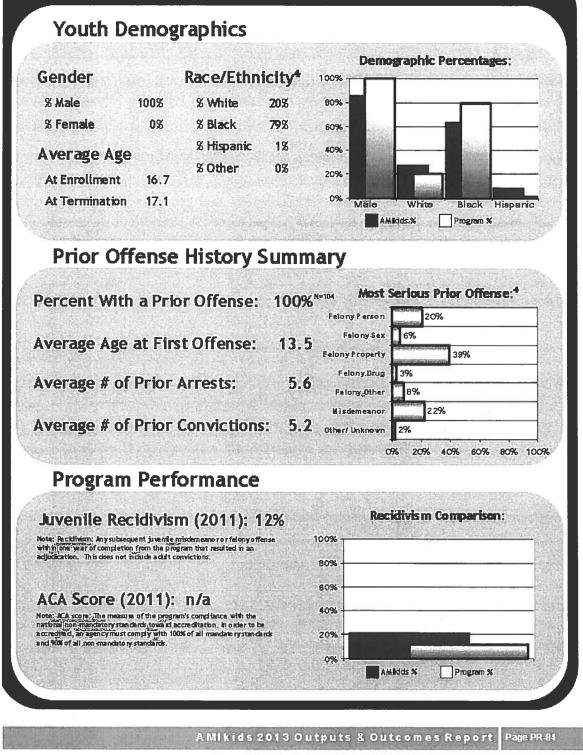
Program Measures



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AMIkids Bennettsville



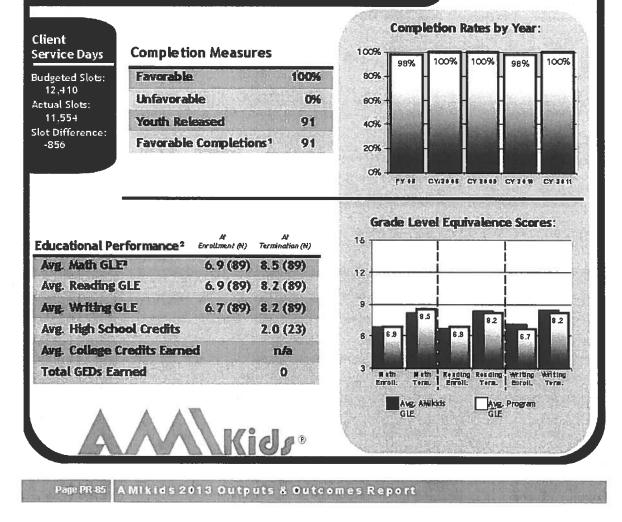


AMIkids Georgetown

Hwy 17 S 1590 East CCC Road Georgetown, SC 29440 Phone: (843) 546-5478 AMIkids Georgetown is located in Georgetown, South Carolina. In calendar year 2011, 91 youth were released from the program. Among these youth, 91 (100%) completed favorably. Youth stayed on average 18 weeks. Of the youth released, 100% were male and 76% were minorities. The average age at enrollment was 14.8 years.

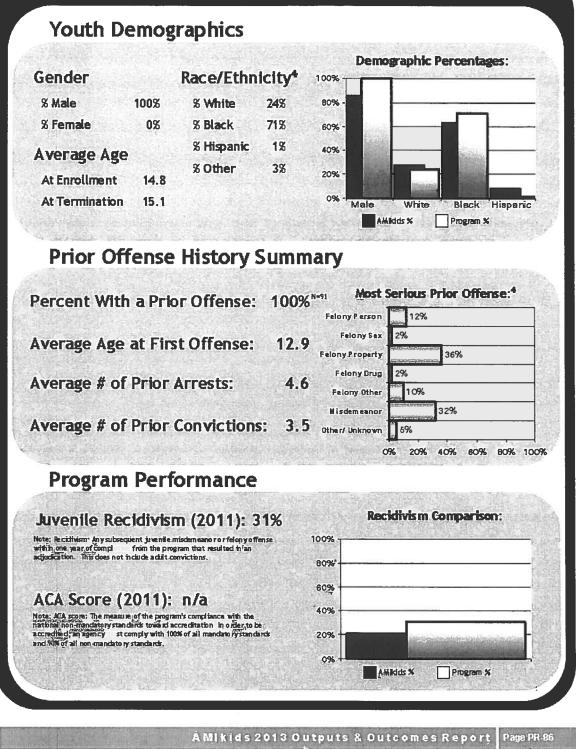
Residential

Program Measures





AMIkids Georgetown



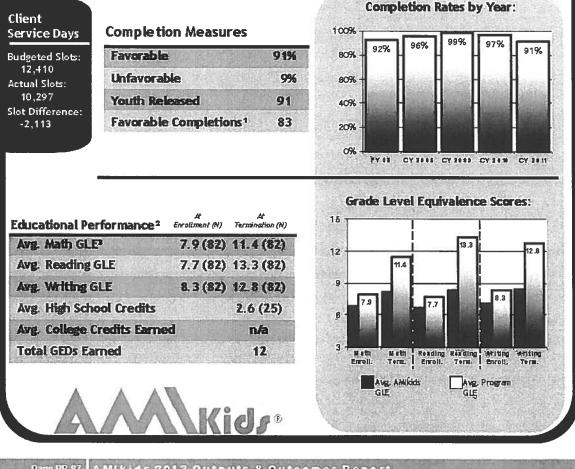


AMIkids Piedmont

20238 Hwy 72 East Clinton, SC 29325 Phone: (864) 833-4505 AMIkids Piedmont is located in Clinton, South Carolina. In calendar year 2011, 91 youth were released from the program. Among these youth, 83 (91%) completed favorably. Youth stayed on average 16 weeks. Of the youth released, 100% were male and 63% were minorities. The average age at enrollment was 16.0 years.

Residential

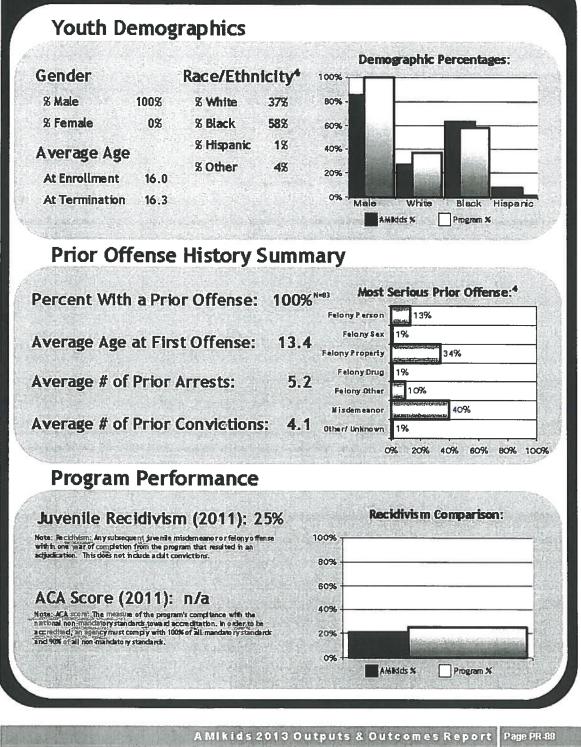
Program Measures



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AMIkids Piedmont



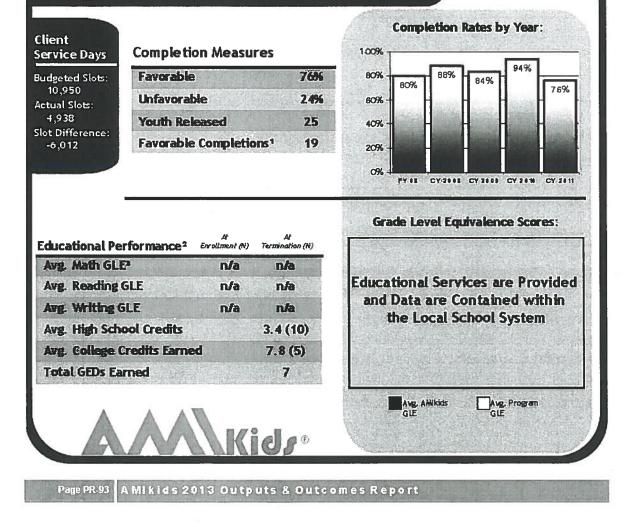


AMIkids Rio Grande Valley

27615 Buena Vista Road Los Fresnos, TX 78566 Phone: (956) 233-5795 AMIkids Rio Grande Valley is located in Los Fresnos, Texas. In calendar year 2011, 25 youth were released from the program. Among these youth, 19 (76%) completed favorably. Youth stayed on average 31 weeks. Of the youth released, 100% were male and 89% were minorities. The average age at enrollment was 16.8 years.

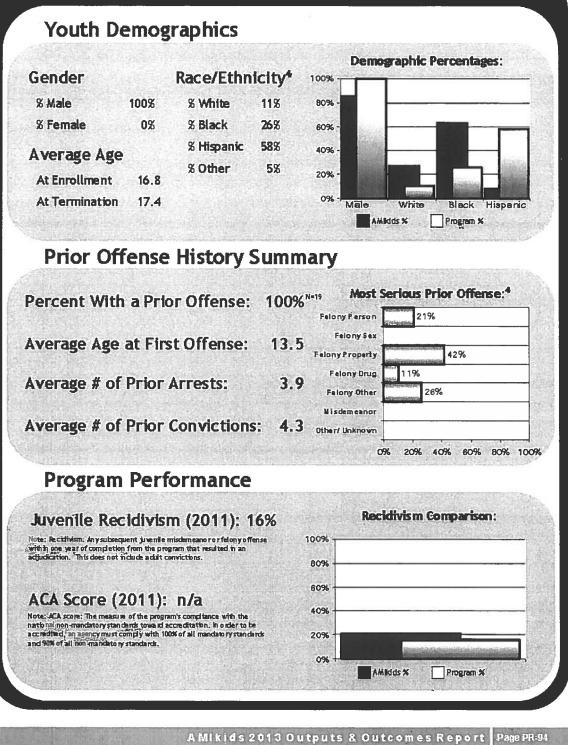
Residential

Program Measures





AMIkids Rio Grande Valley



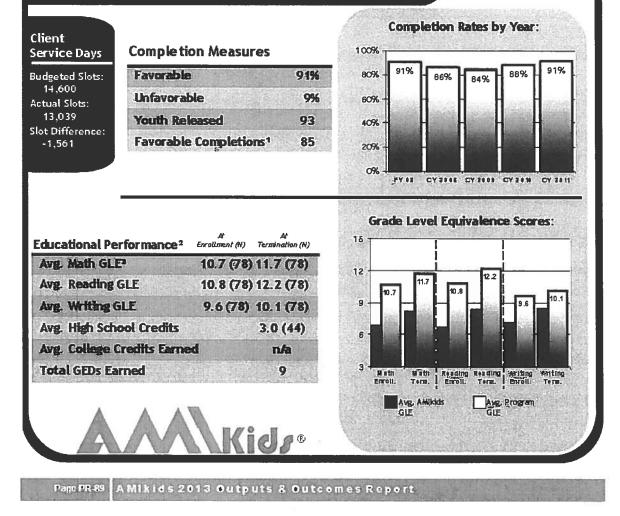


AMIkids Sand Hills

2381 Campbell Lake Rd Patrick, SC 29584 Phone: (843) 921-3000 AMIkids Sand Hills is located in Patrick, South Carolina. In calendar year 2011, 93 youth were released from the program. Among these youth, 85 (91%) completed favorably. Youth stayed on average 20 weeks. Of the youth released, 100% were male and 86% were minorities. The average age at enrollment was 16.4 years.

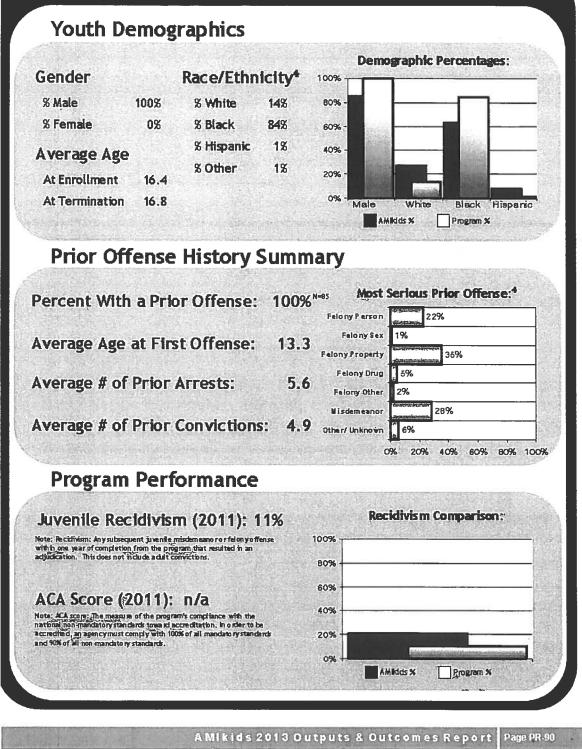
Residential

Program Measures





AMIkids Sand Hills



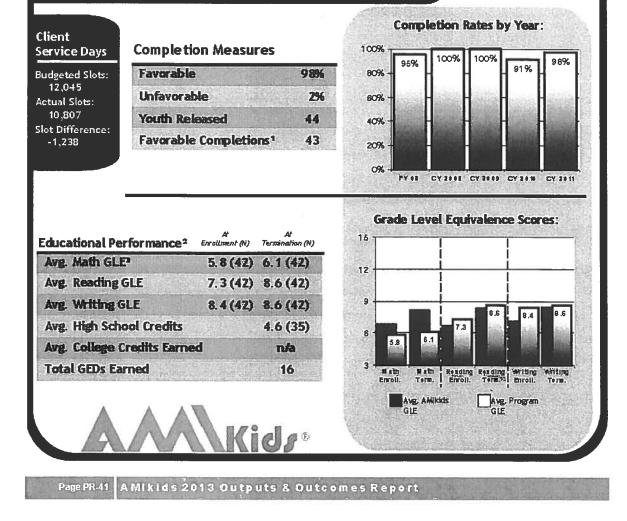


AMIkids Space Coast

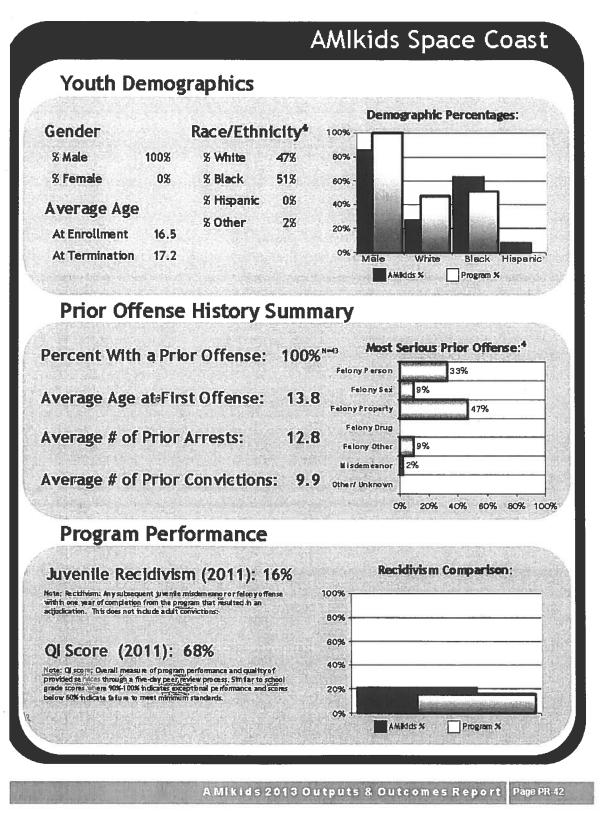
1000 Inspiration Lane Melbourne, FL 32934 Phone: (321) 752-3200 AMIkids Space Coast is located in Melbourne, Florida. In calendar year 2011, 44 youth were released from the program. Among these youth, 43 (98%) completed favorably. Youth stayed on average 36 weeks. Of the youth released, 100% were male and 53% were minorities. The average age at enrollment was 16.5 years.

Residential

Program Measures









AMIkids White Pines

742 T Bishop Rd Jonesville, SC 29353 Phone: (864) 674-0458 AMIkids White Pines is located in Jonesville, South Carolina. In calendar year 2011, 98 youth were released from the program. Among these youth, 97 (99%) completed favorably. Youth stayed on average 18 weeks. Of the youth released, 100% were male and 69% were minorities. The average age at enrollment was 15.3 years.

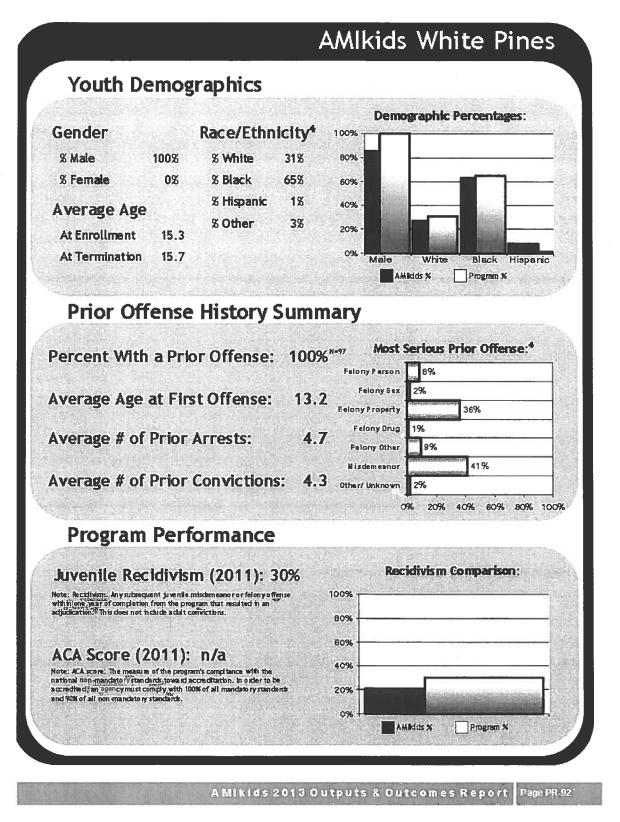
Residential

Program Measures

Completion Rates by Year: Client **Completion Measures** 100% Service Days 99% 98% 96% 92% 90% Favorable 99% 80% Budgeted Slots: 14.600 Unfavorable 1% 60% Actual Slots: 13,509 Youth Released 98 40% Slot Difference: Favorable Completions¹ 97 -1,091 20% 0% FYSE CY2888 CY2888 CY2888 CY288 Grade Level Equivalence Scores: At At Enrollment (N) Termination (N) 15 Educational Performance² Avg. Math GLE 7.5 (90) 8.6 (90) 12 Avg. Reading GLE 6.9 (90) 7.9 (90) 9 Avg. Writing GLE 7.5 (90) 8.8 (90) Avg. High School Credits 3.3 (33) Avg. College Credits Earned n/a 3 **Total GEDs Earned** 6 H arth # attr Reading Reading Artting Enroll. Term. Birolt. Arting Term. Term. Erroll. Avg. AMikids GLE Avg. Program ids.

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AM Kids*





AMIkids YES

4337 Saffold Rd Wimauma, FL 33598 Phone: (813) 671-5213 AMIkids YES is located in Wimauma, Florida. In calendar year 2011, 54 youth were released from the program. Among these youth, 54 (100%) completed favorably. Youth stayed on average 36 weeks. Of the youth released, 100% were male and 72% were minorities. The average age at enrollment was 16.1 years.

Residential

Program Measures

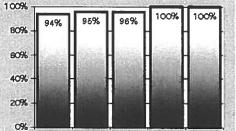
Client Service Days

Budgeted Slots: 12,045 Actual Slots: 11,829 Slot Difference: -216

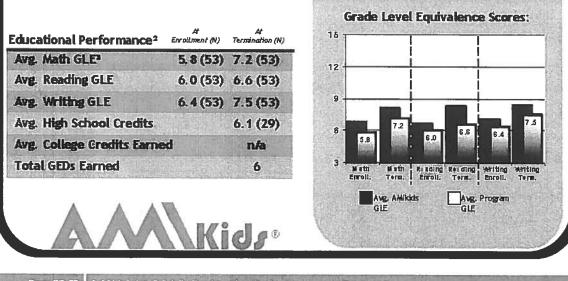
Completion Measures Favorable Unfavorable

al Slots: 1,829 Difference: 16 **Youth Released Favorable Completions**¹

Completion Rates by Year:



FY 88 CY 2868 CY 2848 CY 2818 CY 2811



100%

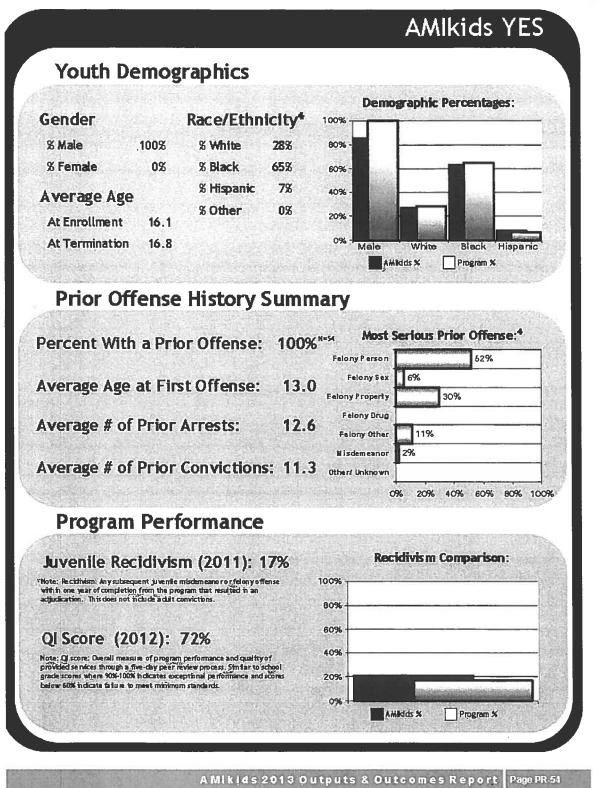
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54

54

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Kids°



Marine & Wilderness Camps for SCDJJ RFP No. 5400007516 Georgetown Marine Institute

Page 5

OFFICE OF COMMUNITY ALTERNATIVES

GEORGETOWN MARINE INSTITUTE

AWARD LETTER

STATE OF SOUTH CAROLINA MATERIALS MANAGEMENT OFFICE CAPITAL CENTER 1201 MAIN STREET, SUITE 600 COLUMBIA SC 29201

Statement of Award

Posting Date: June 17, 2014

Solicitation:5400007516Description:MARINE & WILDERNESS CAMPS FOR DJJAgency:SC Department of Juvenile Justice

The State awards contracts noted below. This document becomes the final Statement of Award effective 8:00 A.M., June 18, 2014. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

AWARD - ONE RESPONSE RECEIVED (FOR EACH LOCATION): IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.sc.gov ,
(b) by facsimile at 803-737-0639 , or
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Maximum Contract Period:August 01, 2014 through July 31, 2019Initial Contract Period:August 01, 2014 through July 31, 2015

Contract Number: 4400008565 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

***Total Potential Value:** \$ 6,892,750.00

Item Description 00001 Georgetown Marine Institute

**Yearly Budget \$1,378,550.00

Contract Number: 4400008566 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$ 6,892,750.00

ItemDescription00002Piedmont Wilderness Institute

**Yearly Budget \$1,378,550.00

Contract Number: 440008567 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$ 7,734,100.00

Item Description 00003 Camp Bennettsville **Yearly Budget \$1,546,820.00

Contract Number: 4400008568 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$7,745,915.00

ItemDescription00004Camp Sand Hills

****Yearly Budget** \$1,549,183.00 Contract Number: 4400008569 Vendor Number: 7000023007 Awarded To: AMIKIDS INC 5915 BENJAMIN CENTER DRIVE TAMPA FL 33634

Total Potential Value: \$ 7,701,190.00

ItemDescription00005Camp White Pines

**Yearly Budget \$1,540,238.00

Contract Number: 4400008581Vendor Number: 7000118917Awarded To:COMMUNITY EDUCATION CENTERS INC
35 FAIRFIELD PLACE
WEST CALDWELL NJ 07006

Total Potential Value: \$ 8,267,555.20

ItemDescription00006Camp Aspen

****Yearly Budget** \$1,653,511.04

Contract Number: 4400008580 Vendor Number: 7000084060 Awarded To: GENERATIONS ALTERNATIVE PROGRAM P.O. Box 80009 SIMPSONVILLE SC 29680

Total Potential Value: \$ 7,508,760.00

Item Description

****Yearly Budget** \$1,501,752.00

00007 Generations Alternative Program

*Estimated for internal purposes only **Yearly Budgets for option years are dependent on available funding

Procurement Officer CHRIS MANOS

ATTACHMENT 8

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

FIXED PRICE BID -

SOLICITATION # 5400002734



State of South Carolina

Fixed Price Bid

Solicitation Number:5400002734Date Issued:03/08/2011Procurement Officer:Chris Manos, CPPBPhone:(803) 737-4917E-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 & 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		TAXPAYER IDENTIFICATION NO.		
(Person must be authorized to submit binding offer to contract on behalf of Offeror.)		(See "Taxpayer Identification Number" provision)		
TITLE		STATE VENDOR NO.		
(business title of person signing above)		(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)		
PRINTED NAME	DATE SIGNED	STATE OF INCORPORATION		
(printed name of person signing above)		(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)
Sole Proprietorship	Partnership	Other

COVER PAGE (NOV. 2007)

		(Return Page I w	o with rour 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 - Nu	mber - Extension	Facsimi	le
			E-mail Address			
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)		ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)				
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)		Order Address same as Home Office Address Order Address same as Notice Address (check only one)				
ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)						
Amendment No. Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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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: 07/01/2011End 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; Section 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 8-131150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contract 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 is 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.scemd.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 (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, 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 descretion. 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; 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, and (b) include in their contracts with the sub-subcontractors language requiring the

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 S	\$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 a 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
- 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 2 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: <u>http://www.sctax.org/Forms+and+Instructions/withholding/default.htm</u> [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! <u>Do not</u> 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.

<u>Authorization</u>: 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.

<u>Program Hours</u> - 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.

<u>Sleeping hours</u> - 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.

<u>Alternative Settings</u> – 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.

<u>**Crisis Intervention**</u>: 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
- 3. <u>Money Management</u> 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. <u>Self-Care</u> 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.
 - 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.

5.

6. <u>Work and Study Skills</u> 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.

<u>Recreation and Leisure</u>: 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 selfsufficient 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.

<u>Vocational Services</u>: 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:

<u>Physical Care</u>: 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.

<u>Social Care:</u> 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.

<u>Emotional Care:</u> 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.

<u>Authorization</u>: 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.

<u>Program Hours</u> - 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.

<u>Sleeping hours</u> - 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.

<u>Alternative Settings</u> – 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.

<u>**Crisis Intervention:**</u> 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> to assist youth in making a positive transition into the community. This may include housing, transportation and community resources.
- 3. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> focusing on relating to others now and in the future. This may include personal development, cultural awareness, communication and relationships education and training.
- 6. <u>Work and Study Skills</u> 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 selfsufficient 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.

<u>Vocational Services</u>: 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:

<u>Physical Care</u>: 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.

<u>Social Care:</u> 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.

<u>Emotional Care</u>: Emotional care includes a support network that recognizes a variety of emotions that are accompanied by physiological or psychological changes.

DOCUMENTATION

Each child's record must contain adequate documentation to support the services rendered and billed. Documentation of the services provided to the child, the child's responsiveness, and the interaction and involvement of the staff with the child should justify and support the services billed. Refer to the Standards Applicable to All Group Care Providers, Records/Documentation Section for more specific requirements.

In order for Group Care Intermediate Services to be billed for any calendar day, services must have been rendered directly to the child during the day. The designated referring State agency should not be billed for days in which the child is absent or away for the full day unless the guidelines covering absentee days are met The State agencies will continue to acknowledge and reimburse absentee days for out-of-home medical care and transition days as previously outlined in the Absentee Day Policy. Unless otherwise specified by the referring State agency, the number of days shall remain as specified; however, the State agency, upon timely notification to the provider, may elect to shorten the time they will reimburse under each type of leave depending on the child's needs and circumstances.

Referring State agencies require notification of planned absences in advance and notification of emergency absences within 24 hours.

GROUP CARE INDEPENDENT LIVING SERVICES

DEFINITION AND AUTHORIZATION

Definition: Group Care Independent Living Services (GCILS) involves a range of services provided to youth ages 16 to 21 in a residential setting. Services are designed to improve the quality of life for youths by assisting them to assume responsibility over their lives and to

function as actively and independently in the community as possible. GCILS is designed to both strengthen the youth's skills and develop environmental supports necessary to enable them to function independently in the community. **Temporary closings, except in emergency situations, are not allowable.**

GCILS is appropriate for those youths who have demonstrated developmental and emotional readiness based on positive behaviors, personal skills and strengths, ability to develop independence, and for those youths requiring a continuing level of oversight/supervision while learning and developing independent living skills. Services are intended to enable the youth to transition to an independent living environment while encouraging the youth to maintain community tenure, obtain all necessary treatment services, access services from a variety of community programs, and improve the capacity for independent living. Services are provided in the context of a supportive, non-institutional environment in the community and should be offered in a manner that maximizes the youth's responsibility, control, and feelings of self worth, and encourages independence.

GCILS programs are available to youth ages 16 to 21 who need independent living skills provided in a structured environment. These youths may be aging out of a more restrictive placement, be in need of transitional services, or be returning to DSS care after having left the system of care at the age of majority.

The goals of GCILS are to:

- 1. Reduce problem areas that prevent successful independent living
- 2. Develop and implement an independent living plan that will identify the skills necessary to function independently and be self-sufficient
- 3. Develop or increase skills in stress management, decision making, problem solving, and coping
- 4. Develop or increase basic life skills that contribute to successful independent living
- 5. Reduce barriers that impede the youth's ability to function independently within the community or independently with non-residential supports by creating realistic opportunities for the youth to a practice/apply the skills listed in 3 and 4
- 6. Develop a protected living environment for the youth requiring long-term protected care, which promotes development of his/her maximum possible independent living skills and abilities while providing the appropriate oversight and monitoring necessary for the youth to succeed.

Services are provided in a designated cottage on a residential group home campus or a separate group care facility in conjunction with 24-hour monitoring by staff. Staff must be available to youth 24 hours per day, seven days per week.

Authorization: These services must be authorized by a designated referring State agency. Services may be recommended for an adolescent who currently meets all of the following criteria for this level of care:

- The youth has relational or behavioral problems that prevent or impede him/her from functioning independently in the community.
- The youth requires GCILS in order to be able to function independently at age of majority.
- The youth requires community services/assistance from agencies in order to maximize his/her level of independence in adult living.

The designated referring State agency shall supply the group care independent living services provider with a written authorization for placement. Faxed or electronic copies of the authorization for placement are acceptable and should be received within 10 days of placement.

STAFF REQUIREMENTS, SUPERVISION, AND RATIOS

Staff Requirements: The Group Care Independent Living Services provider shall ensure that all staff meets the South Carolina Department of Social Services (DSS) licensing requirements Chapter 114 Statutory Authority: 1981 Code Sections 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.

<u>Program Hours</u> – 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.

<u>Sleeping Hours</u> – 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. <u>Daily Living Skills</u> 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. <u>Housing and Community Resources</u> 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. <u>Money Management</u> 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. <u>Self-Care</u> 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. <u>Social Development</u> 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. <u>Work and Study Skills</u> 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. <u>Abstract Skills</u> 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.

<u>Recreation and Leisure</u>: 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 selfsufficient 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.

<u>Vocational Services</u>: 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:

<u>Physical Care</u>: 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.

<u>Social Care:</u> 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.

<u>Emotional Care</u>: Emotional care includes a support network that recognizes a variety of emotions that are accompanied by physiological or psychological changes.

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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.

<u>Required Documentation of Qualifications</u>: 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.

<u>**Crisis On-Call:**</u> The provider must coordinate and provide back-up for 24-hour, 7-dayaweek 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.

<u>Record Retention</u>: 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.

<u>Abbreviations:</u> 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:

- <u>Presenting Problem</u> Presenting problem statements that outline the specific behavior(s) that validate the need for and appropriateness of the level of care.
- <u>Long-Term/Discharge Goals</u> 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.

- <u>Short-Term Objectives</u> 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.
- <u>Interventions</u> 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.
- <u>Criteria for Achievement</u> 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.
- <u>Target Dates</u> 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.

<u>Participation in Individual Care Planning</u>: 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.

<u>Coordination and Notification</u>: 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.

<u>Modifications to the Independent Living Plan</u>: 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.

<u>Required Signatures:</u> 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

<u>General Requirements:</u> 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. <u>All providers will document services using the Progress Summary Notes effective January 1, 2009.</u>

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).

<u>Medication Logs</u>: 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 or restraint. All staff involved in the use of seclusion and restraint must use the necessary and appropriate skills, knowledge, and expertise to judiciously apply interventions in a safe manner. Providers must adhere to all state licensing laws and regulations regarding the use of seclusion and restraint.

<u>Program Policy Requirements:</u> Each program will develop and implement a comprehensive written policy that governs the circumstances in which these practices are used. The policy shall identify the following:

- The threshold for initiating restraint and seclusion, such that the use of restraint or seclusion will be permitted only after other less-restrictive methods to prevent immediate and substantial bodily injury to the individual or others have been attempted and have failed
- Forms of restraint identified for use
- Specific criteria for the use of restraint and seclusion
- Staff members authorized to approve the use of restraint and seclusion
- Staff members authorized and qualified to administer or apply restraint and seclusion

Approved procedures for application of each form of restraint and seclusion Procedures for monitoring any individuals placed in restraint and seclusion

- Limitations on the use of restraint and seclusion, including any applicable time limitations
- Procedures for immediate and continuous review of restraint and seclusion incidents to include reducing the likelihood of reoccurrence
- Procedures for comprehensive recordkeeping concerning all incidents of restraint and seclusion
- Procedure for reporting critical incidents resulting from the use of seclusion and restraint

Notification of Rights, Policies, and Procedures at Admission: Each program must have written policies regarding notification of rights, policies, and procedures at admission. At admission, the facility will inform the incoming individual and, in the case of a minor, the parents or legal guardians of the policy regarding the use of restraint and seclusion during emergency safety situations that may occur while the individual is in the program. The explanation will include the program's behavioral expectations and requirements. It will also include:

- Who can implement seclusion or restraint
- The actions staff members must first take to defuse the situation to avoid using seclusion or restraint
- The situations in which seclusion or restraint may be used
- A description of the emergency safety intervention procedures used
- When the use of emergency safety intervention will end
- What action the individual must exhibit to be released from emergency safety intervention
- The grievance procedure to report an inappropriate restraint or seclusion \Box 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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о Л **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.

<u>Monitoring/Termination</u>: 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

<u>General Requirements</u>: All residential services providers must have a policy on critical incidents. At a minimum, the following behaviors and situations will be considered critical incidents:

- Death of a child/youth
- Attempted suicide
- An incident that requires off-site emergency medical treatment
- An incident that requires an off-site emergency assessment
- Absence without approval
- Possession of a weapon
 Possession of an illegal substance
 A report to or involvement of an outside regulatory agency, e.g., law enforcement,
 DSS OHAN, the Office of Children's Affairs, etc.
- An emergency change of placement, e.g., discharge, hospitalization, incarceration, internal transfer, etc.
- Removal from school including suspension, expulsion, and placement on Medical Homebound or Home-based
- Use of restraint or seclusion

Notifications: The program policy must specify that the above-stated incidents require the provider to notify the referring State agency. In the event of attempted suicide by or the death of a child, the provider must notify OHAN, the referring State agency case manager or case manager's supervisor within 24 hours. All other state and federal reporting requirements apply.

Solicitation 06-S7191 Amendment 2 which was issued by the South Carolina Materials Management Office on May 16, 2006 stated that the participating agencies would provide additional information regarding the reporting of critical incidents. The amendment stated:

- Copies of critical incident reports will be submitted to the referring caseworker and other required entities as soon as practical, but no later than the end of the first business day following the incident.
- The state agencies will work together to outline a list of situations which require 24 hour notification by telephone regardless of Saturdays and Sundays.
- The state agencies will work together to ensure that providers have 24 hour numbers available to accomplish this reporting requirement.

The following critical incidents must be reported by telephone within 24 hours regardless of Saturdays, Sundays, or holidays.

• Death of a client

- Attempted Suicide by a client
- Absence without approval
- A report to or involvement of an outside regulatory agency (this includes law enforcement)
- An emergency change in placement
- Any serious illness or injury

In addition to the above, the Program Director may make a judgment call regarding additional incidents that are of a serious nature and should be reported to the referral agency within 24 hours by telephone regardless of Saturdays, Sundays, and holidays.

Agency contacts, 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.

<u>Critical Incident Report</u>: 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 <u>must</u> 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.

TEMPORARTY 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 outofstate 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
- <u>Unauthorized Leave</u>: 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.

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	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
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esent/Absent							
Client participated in th	e following	program co	mponents	s this we	ek:		
Assessment/Care	Educa	tional/Voca	ational Crisis Transitional				
Planning			Inte	erventior	n Se	ervices	
Behavior Management	Life Skills /Independence		Recreation			General Care (Social, Physical, Emotional)	
 Summary should in program. Documentati the client; b) Services p interaction and involver The child's progress to 	on should i provided to ment of stat	nclude the t the child: c ff; and e) fu	following:) the child ture plans	a) Gen l's respo for worł	eral obs nse to s king with	servatio services the ch	ns of ; d) ild.
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RESIDENTIAL GROUP CARE WEEKLY PROGRESS SUMMARY NOTE

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Date:		Date:	
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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 clientspecific 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:

- Placement of a child with a Foster Parent specifically matched to meet the child's individual needs
- Ongoing accessibility of professional support staff

Foster Parent Requirements

- Twenty-four hour availability for supervision by the foster parents; Therapeutic Foster Parents are expected to fulfill all the roles normally filled by a child's parents. This includes assuming responsibility for the health, welfare, and safety of the child, and being responsible for the care of the child 24 hours per day, seven days per week. The Foster Parents and Agency Support Staff must be available to the client when needed to handle crisis situations.
- Provide a high level of child care in a nurturing home setting with attention to the child's health, safety, and welfare
- Parenting skills appropriate to the level of foster care being provided, and adequate to deal with the needs of the child in the areas of behavior management, crisis intervention, supportive counseling and implementation of services.
- Structured daily activities and services
- Record keeping that documents the child's progress

Progress Summary Notes

The assigned professional staff member will document a Progress Summary Note summarizing the child's current status and program participation. This staff member shall sign and date the Progress Summary Notes and place in the file within 14 days.

ATTACHMENT 3

The progress summary note must be written monthly.

Program Informat (Plea		Su)	mmary
Program Name:		County:	
Address:			
	Street	City / State	Zip
Contact Person:			
	Name	Phone #	Fax #

Program Web Address		E-Mail Address		
	Check Service to be Provided			
			Level	
			III GCM	GCI
Group Care Intensive (GCI) Group Care Intermediate (GCM) Supervised Independent Living (GCSIL)	Therapeutic Foster Care (TFC) Therapeutic Foster Care (TDC)			
	Psychiatric Residential Treatment Facility (PRTF)			
	Program Licensing Information			
License #:				

-		Population to be Served
Beds By Gender:	# of Beds:	Age of Clients to be Served:
Male		Minimum Maximum
Female		Minimum Maximum
Total E	Beds	-
		Program Description
5		
Educational services clie	nts will receive:	

EIN#	·	NPI#		I
	Street	City	Zip	

ATTACHMENT 4

MULTI-AGENCY CHILDREN'S SERVICES REFERRAL APPLICATION

Date of Referral:		Date Placement i	s Needed:	
Type of Referral:	 Intensive Group Car Independent Living Residential Treatme Temporary De-escal 	Group Care ent Facility		-
Referring Agency:	COC DDDDSN DDDJJ	DDDMH DDDSS	5 DDDSS-IFCCS	
If client is in DSS cus	ody, has the ISCEDC team appro			
Case Manager's Name				
Phone Number:		Fax Number:		
Address:	50			
		CLIENT INFOR	MATION	
Client's Name:				-
Alias/Nickname:		*:		-
Social Security Number	er:	Date of I	Birth:	
Age:	Gender:	Race:	Height:	Weight:
Religious Affiliation:	DDProtestant DDCatholic DDOther:			
Legal Custodian: Address:		County of Legal C Rel	lationship to Client:	Telephone
Hobbies:			8	
<u>Strengths</u> : (Check all that apply)	□□Strong Family Base □□Appropriate Reading □□Average/Above IQ □□Other:	DDGood H	Verbal Skills Personal Hygiene	□Good Socialization Skills □□Appropriate Coping Skills

Reason for R	Referral:	<u> </u>				
	Client's Current Placement:					
	Type of Facility:					
DDIntensive	Group Care ry De-escalation Care		rmediate Group (nt Living Group Car
	Ty De-escalation Care		idential Treatmen	-	-	
			49			
Num	ber of Previous Placements:	□ 0-3	□ 4-6	□ 7-10	🛛 Moi	re than 10
	Placement	Dat	es (From/To)		Reason for D	Discharge
				27		
						(#)
	m		<u> </u>			

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 (Physical)	ressive (Sexual)
ressive (Verbally)	ohol/Drug Abuse	social Behavior
iety	on	wetting
w Grade Level	elty to Animals	usional
ression	roys Property	iculty with Authority
elopmentally Delayed	Setting	ctionally Illiterate
ng Disorder	eractive	ulsive
meless	/Grief Difficulties	IQ/Mental Retardation
Self-Esteem	ositional/Defiant	ntal Neglect Issues

bic Reactions/Behavior Personal Hygiene	sical Disability:	Coping Skills Reality Orientation
Social Skills	lems at School	ning Away
-Destructive Behavior	ually Acts Out	ually Provocative
ng Related Difficulty	idal Gestures	idal Ideation
ls	ncy	uly/Ungovernable
er:	er:	er:

Client has been a victim of (check all that apply):

lect	gation	stantiated-Perpetrator:	
sical Abuse	gation	stantiated-Perpetrator:	
ual Abuse	gation	stantiated-Perpetrator:	
tional Abuse	gation	stantiated-Perpetrator:	
	Button		

MENTAL HEALTH AND HEALTH INFORMATION

DSM IV-TR Diagnosis Information

sis		iagnosed		
	*		5	
	osis	sis	sis iagnosed	sis iagnosed

Π

V

VI

Medication Information (list all current medications, dosages, and instructions):

ation Name	¢	tions

Emotional/Behavioral Functioning (Findings from psychological assessments):

103

				Um Histomes	e		
Me	edical Conditi	ons (chec <u>k all that apply)</u>	C=Current	<u> </u>	L		
	DH	xia	DH	а	ΠH	a	DH
	ΠH	en Pox	DH	lsions	ΠH	а	DH
	ΠH	resis	ΠH	ng	DH	ever	$\Box H$
5	ΟH	AIDS	DH		ΠH	es	$\Box H$
	ΠH	ye	DH	orm	ΠH	es	ΠH
	ΠH	hroat	OH)	ΠH	culosis	DH
	Other:						
	·						
Dat	te of Last Phy	'sical Exam:	Dental Exa	n:	. 1	Eve Exam:	
Dat	te of Last Phy	/sical Exam:	Dental Exa	n:	<u> </u>	Eye Exam:	
 Dent	tal Appliances	s: DDYes DDNo	Contacts/Glasses:	00Yes00000		Eye Exam:	
Dent All	tal Appliances ergies:	s: DDYes DDNo	Contacts/Glasses:	00Yes00000	100No	Eye Exam:	
Dent All Spe	tal Appliances ergies: ecial Dietary I	s: DDYes DDNo	Contacts/Glasses:	00Yes00000	100No	Eye Exam:	
Dent All Spe Me	tal Appliances ergies: ecial Dietary I edicaid Numbe	s: 00Yes 00No Needs:	Contacts/Glasses:	00Yes00000	IOONo		
Dent All Spe Me	tal Appliances ergies: ecial Dietary I edicaid Numbe	s: DDYes DDNo	Contacts/Glasses:	00Yes00000	IOONo		
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Dent Allo Spe Me Me	tal Appliances ergies: ecial Dietary I edicaid Numb edical Insurance gal Mother's I	s: DDYes DDNo Needs: er: ce Policy Carrier, Numbe	Contacts/Glasses: er(s), Holder: <u>FAMILY INF</u>	ODYesDDDDD 	IDDNo		
Leg	tal Appliances ergies: ecial Dietary I edicaid Numbe edical Insurance gal Mother's I dress:	s: DDYes DDNo Needs: er: ce Policy Carrier, Numbe	Contacts/Glasses: er(s), Holder: <u>FAMILY INE</u>	ODYesDDDD 	IDDNo		
Leg Add Tel	tal Appliances ergies: ecial Dietary I edicaid Numb edical Insurance gal Mother's I dress: lephone #:	s: DDYes DDNo Needs: er: ce Policy Carrier, Numbe	Contacts/Glasses: er(s), Holder: <u>FAMILY INE</u>	ODYesDDDD 	IDDNo		□□Yes
Leg Add Tel	tal Appliances ergies: ecial Dietary I edicaid Numbe edical Insurand gal Mother's I dress: ephone #: No	s: □□Yes □□No Needs: er: ce Policy Carrier, Numbe Name: Race:	Contacts/Glasses: er(s), Holder: <u>FAMILY INE</u> Educational Lev	CORMATION	IDDNo	ninal Record:	DDYes
Leg Add Tel	tal Appliances ergies: ecial Dietary I edicaid Numbe edical Insurance gal Mother's I dress: lephone #: No gal Father's N	s: DDYes DDNo Needs: er: ce Policy Carrier, Numbe Name: Race:	Contacts/Glasses: er(s), Holder: <u>FAMILY INF</u> Educational Lev	CORMATION	IDDNo	ninal Record:	
Leg Add Tel	tal Appliances ergies: ecial Dietary I edicaid Numbe edical Insurance gal Mother's I dress: lephone #: No gal Father's N	s: DDYes DDNo Needs: er: ce Policy Carrier, Numbe Name: Race:	Contacts/Glasses: er(s), Holder: <u>FAMILY INF</u> Educational Lev	CORMATION	IDDNo	ninal Record:	
Leg Add Tel	tal Appliances ergies: ecial Dietary N edicaid Numbe edical Insurand dress: lephone #: No gal Father's N Address: Telephon	s: DDYes DDNo Needs: er: ce Policy Carrier, Numbe Name: Race: fame: Race: ne #:	Contacts/Glasses: er(s), Holder: <u>FAMILY INF</u> Educational Lev	CORMATION	IDDNo	ninal Record:	
Leg Add Tel	tal Appliances ergies: ecial Dietary N edical Numbe edical Insurand dress: lephone #: No gal Father's N Address: Telephon	s: □□Yes □□No Needs:	Contacts/Glasses: er(s), Holder: FAMILY INF Educational Lev Race: Educatio	EDYesDDDDD FORMATION el (if known): onal Level (if kr	□□No Crin	ninal Record:	Record:
Leg Add Tel	tal Appliances ergies: ecial Dietary N edical Numbe edical Insurand dress: lephone #: No gal Father's N Address: Telephon	s: □□Yes □□No Needs:	Contacts/Glasses: er(s), Holder: FAMILY INF Educational Lev Race: Educatio	CORMATION FORMATION el (if known): onal Level (if kr	□□No Crin	ninal Record:	Record:

Have Parental Rights Been Terminated? DDNo DDYes, date:

Name of Sibling(s)	Current Placement	120

Family Contacts (Type of contact: T =telephone C =correspondence F =face-to-face O =other (specify))

Significant Family	Relationship	Address	Phone Number	Type of
Member Name	to Client			Contact with
				Client
T.			N	

Other Approved Contacts

Name	Relationship	Address	Phone Number	Type of
	to Client			Contact with
				Client
4			4	

Are there any special conditions/restrictions for home visits or furloughs? DDNo DYes (explain):

There is a family history of (check all that apply for the biological/birth family):				
□□Child Abuse/Neglect	DDCriminal Activity	□□Treatment Disruption		
□□Inappropriate Sexual Behavior	DDPsychiatric 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	DD 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:DescriptionDisabledDescriptionDe	□□Emotionally Disturb airment □□Speech or La	
	DDVisual Impairment	
Delivery Model: DIResource Room DISelf-Contained Classroom DIMedical Homebound (Requires a physician's order) IEP) DIRegular Education	□□Itinerant □□Homebased (Specia	l Education. Requires an
he client have a current IEP? DDYes DNo If yes, cou	nty and district that prepare	d it:
he client have a Section 504 plan? DDYes DNo If yes	s, date:	
he client have a history of truancy? $\Box\Box$ Yes \Box No		
e client ever been suspended?	en and why:	
e client ever been expelled? DDYes DNo If yes, when	and why:	<u>u</u>
he client have a current IEP? □□Yes □ No If yes, cour	nty and district that prepare	A :+.

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:

Has the client ever been to court? DDYes DD No If yes, indicate type of court and outcome:

Does the client have pending charges? DDYes DD No If yes, list charges:

Is placement court ordered? $\Box\Box$ Yes \Box No If yes, attached a copy of the court order. Is the client under intensive supervision? $\Box\Box$ Yes \Box No If yes, Officer:

TREATMENT GOALS

Client's Goals		 ·	

Family's Goals (if applicable)	B.	
Agency's Goals		
Educational Goals	 	
		2

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 CHE	ECKLIST
(IF ACCEPTED FOR PLACEME	ENT)
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)	0
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

Name	Gender /age	Caseworker's name, office/agency, phone #
Reason/Justification for Dua	l Placement:	
Describe the behaviors that c	caused Child A to be in t	herapeutic care (history), and current behaviors
Child B (currently placed):	D	ate of Placement in this home

Name of foster par	rent(s):		
Address			
List all other child Name		me: Indicate biological/adopted, fo	oster child, relative, etc.
Licensed thru (TFC	C Agency):	LCS:	
that could place the	em or other childro oster parent will m	ehavioral issues (including sexual len at risk, and the steps to be taken anage all of these children success eeded).	to minimize the risk. Also
A. I/we request a	pproval for dual /	placement	
4		Signature	Date
Name of Superviso	////////	Signature	Date
B. I/we recomme			
Name of Casework	er for Child B	Signature	Date
Name of Superviso	r for Child B	Signature	Date
Approval: I agree t	o the dual placeme	nt described above.	
Name of Approval	Authority/Designe	ee for Child B Signature	Date

ATTACHMENT 6

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		1			
Related Sta	tutes/Regulations:					
October 1, 20 Effe	006 ective Date	SIGNED/William		m R. Byars, Jr.		
			******	Director		

<u>PURPOSE</u>: 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	Authority:	Inspector General	DJJ Policy No.: I-3.2	
Events					
			<u> </u>		

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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

Title:	Reporting	Authority:	Inspector General	DJJ Policy No.: I-3.2
Events				

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

Page: 3 of 10

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

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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
 - 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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Events						160

(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.

Title:	Reporting	Authority:	Inspector General	DJJ Policy No.: I-3.2	Page: 7 of 10
Events					

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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Events						

- 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.

Title:	Reporting	Authority:	Inspector General	DJJ Policy No.:	I-3.2	Page: 9 of 10
Events						

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.

Title:	Reporting	Authority:	Inspector General	DJJ Policy No.:	I-3.2	Page: 10 of
Events						10

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.)

<u>Performance-based Standards:</u> 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.

<u>Juvenile Minor Rule Violation</u>: 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.

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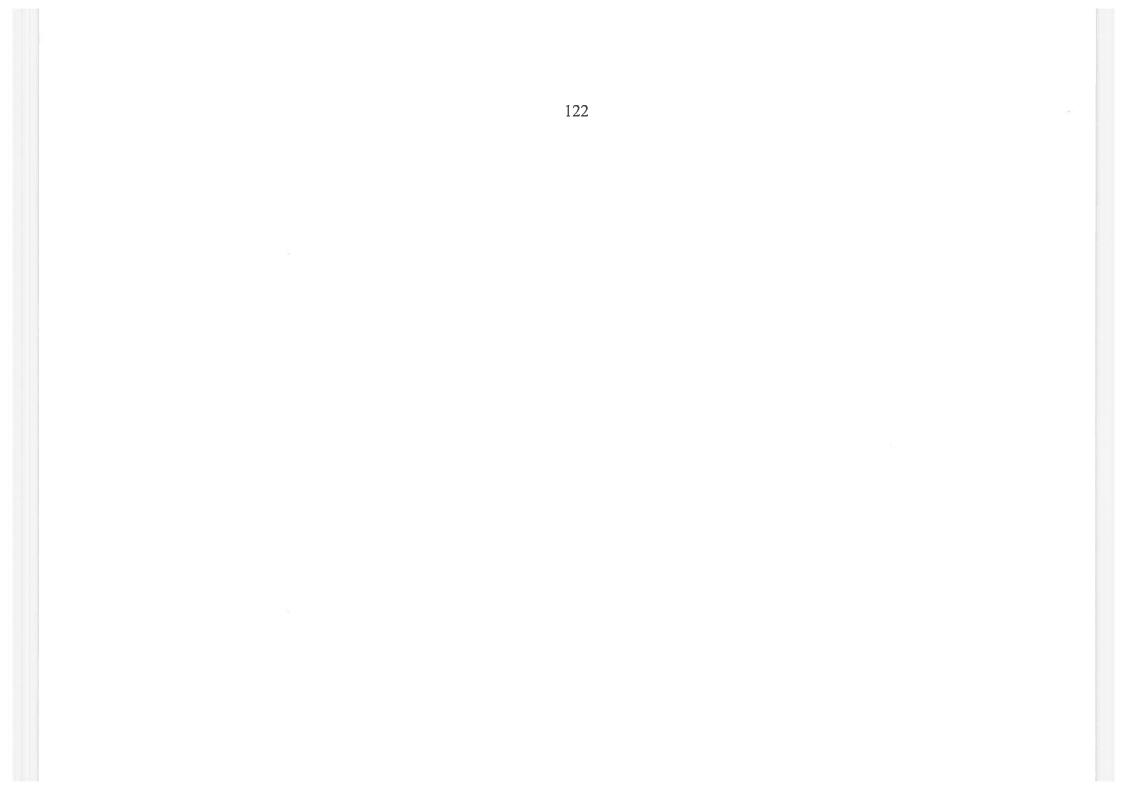
Complicity to an ERMIS Priority 2 event		X				
Complicity to any major rule violation code				905		
Complicity to any minor rule violation code					X	
Contraband – possession, use, display, distribution, and/or discovery of any person with illegal drugs, alcohol, or substances containing alcohol	Х		X	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	Х		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	X		X				
while at community activities or appointments							
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	Х	906		
Fight without injury			X	Х		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		İ				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,		Х					
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							
· · · · · · · · · · · · · · · · · · ·							

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	Х						
Security equipment theft/loss (key, lock, radio, ammunition, state cell phone, restraint device, suicide kit)	Х		Х				
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	Х		X	Х	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			Х			806	
Suicide (actual) or serious suicide attempt	Х		X				
Surveillance equipment tampering/destructing by any person		X			915		
Threat – serious to employee on or off-duty		Х					
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	Х		X				H- 2.12B
Use of physical force		X	X			<u> </u>	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)	Х						
Vehicle theft (personal occurring while on DJJ property)	Х						
Vehicle theft (state vehicle at any location)	Х						

Vehicle traffic violation while operating a state vehicle at any location				_	
Visitor termination		Х			
Workplace violence	X	Х			



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 Reporte d	Time Reporte	ERMIS Site Reporter's Name	Title	ERMIS NUMBER

EVENT INFORMATION:

Date of Event		Time of Even	t	Facility/Office Where Event Occurred									
Date of This Report	Date of This Report Time of This Report		Specific Area within Facility Office Where Event Occurred										
Name(s) of Juvenile(s) Involved				Assigned acility/Unit	Rac e	Gende r	Age	V=Victim P=Perpetrato r W=Witness	** Medical Treatment (See Key)				
Name(s) of Other Persor Involved (Not juvenile		S=Sta V=Volux O= Ot	nteer			Race	Gender	Age	V=Victim P=Perpetrator W=Witness				
Description of the	e Event (This section v	will exp	and with typing,	as nec	essary or	use supp	lemental repo	ort)				
	Evid	ence, Attache	d Docur	nents, Other Sig	nifican	t Informa	tion						
Print Name of Employee Writing This Report		·			Ti	tl							
Signature of Person Writing This Report					Da e								
Signature of Supervisor Reviewing This Report					Da								

** Medical Treatment Information Key

Serious = Treated by a Doctor, Nurse Practitioner, or Emergency I	Medical Technician	None= No medical
	t was necessary.	
Minor = 1 st Aid Treatment (ice pack, bandaid, ointment, etc.)	Refused = Juvenile refused medical treater	atment (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?	ERMIS
(No/Priority 1/Priority 2)	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)
4		
Evidence, Attached Docum	ents, Other Significant Information	ation
Print Name of Employee Writing This Report		Title
Signature of Person Writing This Report		Date
Signature of Supervisor Reviewing This Report		Date

ATTACHMENT

7 CRITICAL INCIDENT REPORT

77

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:)
Pla	acement in Seclusion or Restraints Emergency change of placement:
	□ Discharge □ Hospitalization □ Incarceration □ Internal Transfer □ Other: □
Re	emoval from school:
	□ Suspension (# of days:) □ Expulsion □ Medical Homebound
	\square Homebased \square 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):

.

Notified/Agency Affiliation:Date:Time:Name of Person Notifying:Internal StaffImage: StaffImage: StaffImage: StaffReferring AgencyImage: StaffImage: StaffImage: StaffParent/GuardianImage: StaffImage: StaffImage: StaffRegulatory AgencyImage: StaffImage: StaffImage: StaffLaw EnforcementImage: StaffImage: StaffImage: StaffOtherImage: StaffImage: StaffImage: Staff

Signature and Title of Person Who Completed This Report

Date

Page 3

Signature and Title of Reviewer

Signature and Title of Administrative Reviewer **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@scdjj.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 <u>Rsl58@scdmh.org</u> Date

Date

OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

AMENDMENT 1

Page 5

|--|--|--|

State of South Carolina

Fixed Price Bid Amendment No.1

Solicitation Number Date Issued Procurement Officer	:: 5400002734 :: 03/08/2011 :: Chris Manos, CPPB
Date Issued	.: 03/08/2011
Procurement Officer	Chris Manos, CPPB
Phone: E-Mai	1 (803) 737-4917
Address	ll (803) 737-4917 :: 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:	PHYSICAL ADDRESS:
Materials Management Office	Materials Management Office
PO Box 101103	Capital Center
Columbia SC 29211	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:	LOCATION: Not Applicable
(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	

AWARD &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 OFFERORAny 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		TAXPAYER IDENTIFICATION NO.		
(Person must be authorized to submit binding offer to con-	tract on behalf of Offeror.) (See "Taxpayer Identification Number" provision)			
TITLE		STATE VENDOR NO.		
(business title of person signing above)		(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)		
PRINTED NAME DATE SIGNED		STATE OF INCORPORATION		
(printed name of person signing above)		(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 PAG E (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: <u>www.procurement.sc.gov</u>. (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:

THE SAME AWARD POSTING DATE: April 21, 2011 MODIFICATIOINS:

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.

April 13, 2011

11:00 A.M.

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

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Name	Status		ised by Me		
		*	*		
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Name	Trans. Type	Start Date	End Date	Bid Status	Action
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	Invitation For Bid		06/27/2008 17:00:00	Bid submitted	1 1
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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

Page 13



State of South Carolina

Fixed Price Bid Amendment No. 2

Solicitation Number:	5400002734
Date Issued:	5400002734 04/01/2011 Chris Manos, CPPB (803) 737-4917 CMANOS@mmo.sc.gov
Procurement Officer:	Chris Manos, CPPB
Phone:	(803) 737-4917
E-Mail Address:	CMANOS@mmo.sc.gov
	J 5

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)

03/18/2011 3:00 P.M. (See "Questions From Offerors" provision) QUESTIONS MUST BE RECEIVED BY:

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 T DATE & T	YPE: Not Applicable IME:	LOCATION: Not Applicable
(As appropriate, see "Con	ferences - Pre-Bid/Proposal" & "Site Visit" provisions)	
AWARD & AMENDMENTS	Award will be posted on 04/26/2011 . The awar notices will be posted at the following web add	rd, this solicitation, any amendments, and any related ress: http://www.procurement.sc.gov
Unless submitted or You agree to be bo	n-line, you must submit a signed copy of this for und by the terms of the Solicitation. You agree to	rm with Your Offer. By submitting a bid or proposal,

r 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		TAXPAYER IDENTIFICATION NO.
(Person must be authorized to submit binding offer to contract on behalf of Offeror.)		(See "Taxpayer Identification Number" provision)
TITLE		STATE VENDOR NO.
(business title of person signing above)		(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME	DATE SIGNED	STATE OF INCORPORATION
(printed name of person signing above)		(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 Overnment entity (federal, state, or local)
COVER PAGE (NOV 2007)		

AGE (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: <u>www.procurement</u>.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

MODIFICATIOINS:

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

Page 17



State of South Carolina

EXTENSION OF AWARD POSTING #1

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

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OFFICE OF COMMUNITY ALTERNATIVES

LANCASTER CHILDREN'S HOME

RESPONSE

Page 19



State of South Carolina

Fixed Price Bid Amendment No. 2

Solicitation Number:	5400002734
Date Issued:	04/01/2011
Procurement Officer:	Chris Manos, CPPB
Phone:	l (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)

Of Offer" and Bids Received Atter Awara – Fixed Price Bidding provisions, QUESTIONS MUST BE RECEIVED BY: 03/18/2011 3:00 P.M. (See "Questions From Offerors" provision) 1.00 A.M.

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 & AMENDMENTSAward 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 Hone, (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.		
Signature Redacted	TAXPAYER IDENTIFICATION NO. 570549954 (See "Taxpayer Identification Number" provision)		
TITLE EXEcutive Director (business title of person signing above)	STATE VENDOR NO. 7000024234 (Register to Obtain S.C. Vendor No. at www.procurement.sc gov)		
PRINTED NAME ADDREAD DRECE DATE SIGNED (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 Corporate entity (not tax-exempt) Corporation (tax COVER PAGE (NOV, 2007)			

PAGE TWO (Return Page Two with Your Offer) HOME OFFICE ADDRESS (Address for offeror's home office / NOTICE ADDRESS (Address to which all procurement and contract principal place of business) related notices should be sent.) (See "Notice" clause) 335 Children's Ave Oncaster, sc 29720 P.OBOX416 Lancaster, Sc 29721 803 - 284-5277 ex 26 Area Code - Number - Extension Facsimile ch director a comportum. E-mail Address PAYMENT ADDRESS (Address to which payments will be sent.) ORDER ADDRESS (Address to which purchase orders will be sent) (See "Payment" clause) (See "Purchase Orders and "Contract Documents" clauses) P. OBOX 416 oncaster, SC 2972/ Payment Address same as Home Office Address Order Address same as Home Office Address Payment Address same as Notice Address (check only one) 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 Amendment No. Amendment Issue Amendment No. Amendment Issue Amendment No. Amendment Issue Date Date Date Date 8-11

PAGE TWO (SEP 2009)

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End of PAGE TWO



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 care 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 Form Give form to the (Rev. October 2007) **Identification Number and Certification** requester. Do not Department of the Treasury send to the IRS. Internal Revenue Service Name (as shown on your income tax return) ŝ Lancaster Children's Home, Inc page Business name, if different from above 2 Print or type ic Instructions (Check appropriate box: Individual/Sole proprietor Corporation Partnership □ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► Exempt \mathbf{N} Other (see instructions) Davee Address (number, street, and apt. or suite no.) Requester's name and address (optional) P O Box 416 Specific City, state, and ZIP code Lancaster, SC 29721 See 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

Social security number Oł Employer identification number 57 0549954

Part II Certification

number to enter.

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
- 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	Executive asot	
			/ /	

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.

Cat. No. 10231X

Form W-9 (Rev. 10-2007)



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 <u>CHILD CARING INSTITUTION</u>

under the provision of Act No. 334, § 3 enacted March 10, 1986

located at <u>1287 Children's Avenue</u> 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 <u>30th</u> day of <u>July</u>, 2009

South Carolina Department of Social Services

By <u>Mark Barcus</u>

License No. <u>SR-0008159001-CCI</u>

DSS Certificate 3059 (Aug. 2003) Edition of Feb '00 is obsolete.



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 <u>12th</u> day of <u>February</u>, 20 <u>10</u>

South Carolina Department of Social Services

By Mark Barcus

License No.

SR-0008027002-CCI

DSS Certificate 3059 (Aug. 2003) Edition of Feb '00 is obsolete.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? [] Yes [] Yes

Is the bidder a Minority Business certified by another governmental entity? [] Yes MNo

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]

	Pr	Ogram Information Summary (Please Print or Type Clearly)	
Program Name:	Lancaster Children's Home, Inc.	County: Lancaster	
Address:	PO Box 416 Street	Lancaster, SC 29720	
Contact Person:	Annette Deese	City / State Zip 803.286.5277 803.286.5459	
	Name	Phone # Fax #	
	www.lancasterchildrenshome.com Program Web Address	Ichdirector@comporium.net E-Mail Address	
Check Service to be Provided Level Group Care Intensive (GCI) Image: the mapeutic Foster Care (TFC) Image: the mapeutic Foster Care (TFC)			
	- Sy	chiatric Residential Treatment Facility (PRTF)	
License #: Boy	Home: SR-0008027002-CCI Girls	Program Licensing Information Home:SR0008159001-CCI	
Population to be Served Beds By Gender: # of Beds: Age of Clients to be Served: Male 10 Minimum 8 Maximum 21 Female 13 Minimum 8 Maximum 21 Total Beds 23 Minimum 8 Maximum 21			
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:5400002734Description:FIXED PRICE STATEWIDE RESIDENTIAL SERVICESAgency: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, 2011throughJune 30, 2016Initial Contract Period:July 01, 2011throughJune 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 \$209.87Group Care Intermediate Services:From \$74.69 up to \$120.76Group 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:4400003683Awarded 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 CENTER5055 LACKAWANNA BLVDNORTH 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:4400003704Awarded 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

Description: Marine and Wilderness Camps for DJJ

Modifications to Contract Scope of Work

- Staff to Student Ratio will change from 1:8 during awake hours to 1:6 for Intermediate programs.
- Staff to Student Ratio will change from 1:5 during awake hours to 1:4 for Intensive Programs.
- Executive Management and Designated Certified Teacher(s) will not be counted as part of the Staff to Student Ratio; however, all other staff, inclusive of Paraprofessional's, Shift Supervisors and Human Service Personnel may be included in staff to student ratio.
- Education will change to include
 - Four SCDJJ approved Secondary Education certified teachers which includes one certified teacher in each of the 4 content areas (English, Science, Math and Social Studies); or, SCDJJ approved use of the SCDJJ Virtual Education Solution (SCDJJVES) with a minimum of one designated certified teacher onsite during all classroom education delivery plus two Paraprofessional teaching associates who will actively work with the juvenile students in each of the four core classes;
 - One SCDJJ approved Special Education Certified teacher onsite staff member; or, one Special Education Certified teacher contracted to deliver Special Education to juveniles pursuant to their individual education plan (IEP);
 - All Certified teachers and paraprofessionals must meet the standards as set forth by the SCDOE and approved by SCDJJ Principal or designee;
 - All providers who are participants in the SCDJJ school district and providing onsite educational course work, either live or via SCDJJVES, must utilize the curriculum utilized and approved by SCDJJ Principal or designee.
- Evidence based practices will change to specifically include, but not be limited to:
 - o ART (Aggression Replacement Training);
 - o Cognitive Behavioral Therapy (type to be approved by SCDJJ); and
 - A substance abuse therapeutic component such as CYT, a Certified Alcohol Drug Counselor on site, or SCDJJ approved local A/D Council therapeutic sessions
 - Training for ART will be provided by SCDJJ and prior to training being completed the provider may utilize an alternative component pre-approved by SCDJJ.
- Outcome and outputs measures to be to be approved by SCDJJ to include specific measures of the program such as:
 - o Measurement of recidivism
 - o Measurement of educational gains and loses
 - o Measurement of fidelity of services
 - o Measurement of vocational training effectiveness
 - o Measurement of job readiness
 - o Measurement of job placement

Within 30-days post contract modification, the following changes will be in effect:

- Staff to student ratio increase
- Outcome and outputs measures

Within 90-days post contract modification, the following changes will be in effect:

- The three evidence based practices outlined above;
- 4 Certified Secondary School Teachers or a blend of para professional and certified per approval from the SCDJJ Superintendent of Education; or at time of complete implementation of SCDJJVES; and 1 Certified Special Ed teacher

ATTACHMENT 10

Basic Detention Session	Enrolled	Graduated	Did Not Graduate
	Note: DJJ pre-enrolled employee in Academy's electronic system for a specific session, but employee may NOT have actually started at the Academy that session		Note: DJJ has not had any CJA training failures – "recycled" means that the employee failed an exam but was permitted to make-up the training not completed during a subsequent session
June 6 - 24, 2016	2 -S.P. -M.N.	1 -S.P.	1 -M.N. (recycled, then graduated 8/26/16)
July 11 – 29, 2016	2 -R.C. -S.T.	2 -R.C. -S.T.	0
August 8 – 26, 2016	4 -M.N. (recycled) -An.B. -Sc.H. -Ay.B.	3 -M.N. -An.B. -Sc.H.	1 -Ay.B. (recycled, then graduated 9/23/16)
September 5 – 23, 2016	4 -Sh.H. -V.T. -Ay.B. (recycled) -T.S.	3 -Sh.H. -V.T. -Ay.B.	1 -T.S. (resigned from DJJ while at Academy)
October 3 - 28, 2016	3 -T.A. -D.C. -R.T.	1 -T.A.	2 -D.C. (recycled, then graduated 11/18/16) -R.T. (injured hand at work during Academy break for Hurricane Matthew – still employed at DJJ on light duty)
October 31 – November 18, 2016	5 -D.W. -C.M. -D.C. (recycled) -D.H. -A.M.	3 -D.W. -C.M. -D.C.	2 -D.H. (resigned from DJJ prior to Academy session) -A.M. (never began at Academy – postponed pending medical issue – still employed at DJJ)
November 28 – December 16, 2016	1 -W.C.	1 -W.C.	0

ATTACHMENT 11

SOUTH CAROLINA DEPARTMENT OF JUVENILE JUSTICE <u>Hiring Packet Checklist</u>

Instructions: After approval of the Executive Manager, the Selecting Official will send the entire hiring packet to the attention of the DJJ Office of Human Resources (OHR).

The Selecting Official will ensure that the below listed f	orms are included in the hiring packet when it is returned to	OHR
* Indicates items needed for Temporary Hire	Comments	~
Approved Posting Authorization (Form B-3.18A)	Originally sent from HR with the hiring packet.	
Job Vacancy Announcement	Originally sent from HR with the hiring packet.	
All applications *	Ensure signature of applicant on application.	
Must have all completed Patterned Interviews (Form B-3.18F) notes	Enclosed patterned interview forms and other documents/questions used for the interviews.	
Designated Top 3 Candidates (Form B-3.18H)	Completed by Selecting Official.	
All completed Reference Inquiries* (Form B-3.18I)	Completed for both external and internal candidates.	
Affirmative Action Impact Statement* (Form B-3.18K)	Completed & signed by Selecting Official & Executive Manager.	
Completed Personnel Action Form* (Form B-OA)	Completed applicable sections & signed by Selecting Official ("submitted by" block) & Executive Manager.	

Employment Verification	e below verifications are conducted. Verified most recent employment and if the candidate is a former DJJ employee, verified reason for leaving DJJ.	
Education/Certification/Licensure*	Copy of transcript(s)/certification/licensure enclosed. If internal candidate, check with HR office to determine whether documents are already on file.	
Nepotism Rules* Policy B-3.18, Section G	Recommended hire does not violate nepotism rules.	
Criminal History Check* (Excel Form B-3.18)	Requested via Employment Office prior to submitting packet for approval by providing name, social security number, date of birth and driver's license of candidate(s). Results attached to application.	
If existing or former DJJ employee, Abuse and Neglect Cases Checked*	Checked with IG's Office for founded cases on internal candidate and/or former DJJ employee. Results attached to application.	

The South Carolina Department of Juvenile Justice is an equal opportunity employer. DJJ does not discriminate in hiring, promotions, discharge, pay, fringe benefits, job training, classification, referral or in any other aspects of employment, on the basis of race, color, religion, sex, disability or national origin. Any acts you feel is in violation please contact the Office of Human Resources 4650 Broad River Road, Willow Lane Campus, Columbia, SC 29212 (803) 896-4733. The South Carolina Department of Juvenile Justice's School District also does not discriminate in any programs or activities on the basis of race, color, national origin, sex, disability or age. The following offices have been designated to handle inquiries regarding the school district's nondiscrimination policies: Title IX - Inspector General's Office - 3208 Broad River Road, Columbia, SC 29210-5427 – Ph: 803-896-9595; 504 Special Education Office, 1830 Shivers Road, Columbia, SC 29210-5416 – Ph: 803-896-8484.