

MAILING ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES BUREAU OF CONTRACT MANAGEMENT 120 NORTH 200 WEST RM 213 SALT LAKE CITY, UTAH 84103 TELEPHONE (801) 538-4384 HAND DELIVERY ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES ATTN: ROSEMARY FRENCHWOOD, PURCHASING AGENT FIRST FLOOR INFORMATION DESK 120 NORTH 200 WEST SALT LAKE CITY, UTAH 84103	Request for Statements of Interest & Qualifications (SOIQ) Coversheet (Open Ended SOIQ) 	SOIQ #: _____ Publication Date: _____ INITIAL DUE DATE: _____	DHS90350 March 30, 2006 Tuesday, May 2, 2006 @ 3:00 P.M.
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The following information is included in this solicitation: General Information, Service Requirements and Expectations, SOIQ Format And Content Requirements, SOIQ Evaluation Criteria, and various Attachments. **Please review all information and documents carefully before preparing your SOIQ, including this Coversheet (both front and back).**

This Coversheet must be completed, signed, and the original returned with Offeror's SOIQ. The coversheet is a two-sided document. Please read the backside before signing the front! (If completed by hand, please print except where a signature is required.)

Offeror's Business Name (Please provide full legal name including dba when appropriate)		Federal Tax Identification Number	
Street and Mailing Address of Offeror's Business Office	City	State	Zip Code
Billing Address for Contract Payments Should a Contract be Awarded	City	State	Zip Code
Business Telephone Number (including area code)	Name and Title of Contact Person		
E-mail Address	Contact Person's Telephone Number (including area code)		
Organization Type (check one): ☐ Individual ☐ For-Profit Corporation ☐ Not-for-Profit Corporation ☐ Partnership ☐ Sole Proprietorship Limited Liability Corporation: ☐ Corporation ☐ Partnership ☐ Government Agency	Name of Person Authorized to Represent Offeror in any Negotiations and to Sign any Contract Awarded		
	Title of Authorized Representative		
	Authorized Representative's Telephone Number (including area code)		
Signature of Offeror's Authorized Representative (Please sign in colored [not black] ink!)	Date 		

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Changes or Modification to Procurement:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Bureau of Contract Management. Any other form is not binding. Providers submitting a response on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

STATEMENT OF INTEREST AND QUALIFICATIONS (SOIQ) - INSTRUCTIONS AND GENERAL PROVISIONS

1. SOIQ PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete SOIQs may be rejected. (g) This SOIQ may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all SOIQs must include complete manufacturer's descriptive literature. (i) By signing the SOIQ the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE SOIQ: (a) The SOIQ must be signed in ink, sealed, and delivered to the DEPARTMENT OF HUMAN SERVICES, BUREAU OF CONTRACT MANAGEMENT, 120 North 200 West, Room 213, Salt Lake City, UT 84103. Hand-delivered SOIQs shall be left at the Department of Human Services (DHS), First Floor Information Desk at the above-stated address. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) SOIQs, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your SOIQ will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of SOIQs to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the SOIQ for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the SOIQ and accepted by DIVISION. (e) By signing the SOIQ the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this SOIQ including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any SOIQ will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. SOIQs submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit SOIQs determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from SOIQs submitted by a competing offeror.

6. DHS APPROVAL: Contracts written with the State of Utah, as a result of this SOIQ, will not be legally binding without the written approval of either State Procurement or the DHS Purchasing Agent.

7. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose SOIQ is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all SOIQs. And it can waive any informality, or technicality in any SOIQ received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open SOIQs publicly, identifying only the names of the offerors. SOIQs and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of SOIQs shall be established. The **register** shall be open to public inspection, but the SOIQs will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the SOIQs. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The SOIQ(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

8. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

9. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 12 Jan 2006 - RFP Instructions)

**REQUEST FOR STATEMENTS OF INTEREST AND QUALIFICATIONS
UTAH STATE DEPARTMENT OF HUMAN SERVICES
Division of Services for People with Disabilities**

**Support Coordination – External
DHS SOIQ # DHS90350**

I. PURPOSE

This document is a Request for Statements of Interest and Qualifications (REQUEST) issued on behalf of the Utah State Department of Human Services, Division of Services for People with Disabilities (DHS/DSPD or Requesting Agency). The purpose of this REQUEST is to identify and contract with qualified Offerors interested in providing Support Coordination-External (SCE) services to people with mental retardation and related conditions as defined in Utah Administrative Code, Rule R539-1 who are receiving services from DHS/DSPD, including those receiving services under the DHS/DSPD Medicaid Mental Retardation and Related Conditions Home and Community Based Services Waiver (hereinafter “Waiver”).

II. GENERAL INFORMATION

A. ISSUING OFFICE AND SOIQ REFERENCE NUMBER

The Department of Human Services (DHS), Bureau of Contract Management (BCM) is the Issuing Office for this REQUEST and all related addenda. The above identified reference number for this REQUEST must be referred to on all Statements of Interest and Qualifications (“SOIQ”) submitted by Offerors as well as all correspondence and documentation relating to the same.

B. CONTACT PERSON

Questions regarding this REQUEST may be addressed to: Teena Scholte at (801) 538-4200. Questions regarding the SOIQ process may be addressed to Rosemary Frenchwood at (801) 538-4384.

C. ELIGIBILITY

SOIQs may be submitted by both qualified individuals and public or private nonprofit or for-profit organizations and entities.

D. CONTRACT PERIOD

Contracts awarded pursuant to this REQUEST may have varying effective dates but will terminate no later than June 30, 2010.

E. SUBMISSION OF SOIQ

Offerors shall submit **four identical hard copies (including one original)** of their SOIQ to the location below. **Faxed SOIQs will not be accepted.** SOIQs will be accepted up to six months prior to the expiration date of this REQUEST. However, Offerors desiring a contract effective the first possible commencement date shall submit SOIQs on or before the initial submission date stated below.

Mailing Address:

Department of Human Services
Bureau of Contract Management
Attention: Rosemary Frenchwood,
Purchasing Agent
120 North 200 West, Room #213
Salt Lake City, UT 84103

Hand-Delivery Address:

Department of Human Services
Attention: Rosemary Frenchwood,
Purchasing Agent
First Floor Information Desk
120 North 200 West
Salt Lake City, Utah

Any costs incurred in the preparation and submission of SOIQs and/or amendments to the same pursuant to this REQUEST are the responsibility of the Offeror and will not be reimbursed. In addition, all materials submitted, become the property of the State of Utah and will not be returned.

F. **AMENDMENTS TO SOIQ**

Amendments to SOIQs will be accepted at any time during which this REQUEST is open. Amendments shall be submitted to the DHS Purchasing Agent, Rosemary Frenchwood at the above address.

G. **SOIQ EXPIRATION DATE AND INITIAL SUBMISSION DATE**

This REQUEST will expire on June 30, 2010 unless rescinded earlier at the discretion of the Requesting Agency. SOIQs will be accepted for consideration until December 31, 2009.

The initial submission date for SOIQs is May 2, 2006. Offerors seeking early review of their SOIQs must submit them on or before **3:00 p.m. Mountain Standard Time on this date**. SOIQs received after the initial submission date stated above shall be reviewed on a quarterly basis.

H. **REGISTRATION OF SOIQ**

The Issuing Office will open and register all SOIQs received. The names of registered Offerors are public information.

I. **EVALUATION OF SOIQ**

All registered SOIQs shall be reviewed by the Requesting Agency. SOIQs shall be evaluated against the criteria stated in this REQUEST. SOIQs will be reviewed following the initial submission date and thereafter as stated in Paragraph G above.

J. **AWARD AND SERVICE SELECTION**

1. The award of contracts pursuant to this REQUEST will be made in accordance with the stated evaluation criteria.
2. **The award of a contract under this REQUEST is not a guarantee that the Offeror will be requested to provide any service.** Persons receiving DHS/DSPD services have the right to choose any qualified service provider to provide their services. The names of all successful Offerors will be supplied to all qualified persons receiving the services addressed in this SOIQ.

K. STANDARD CONTRACT TERMS AND CONDITIONS

All contracts resulting from this SOIQ will be prepared using the DHS Service Contract format. A copy of the DHS Service Contract boilerplate may be viewed at

www.hsofo.utah.gov/services_contract_forms.htm.

The State of Utah and DHS reserve the right to make changes to the DHS Service Contract at any time prior to the time a contract is executed with an Offeror. Contracts are subject to the approval of the DHS Purchasing Agent and are not binding until such approval is obtained. Upon contract approval, the Offeror will be referred to as "Contractor".

L. PROPRIETARY INFORMATION

The SOIQs of successful and unsuccessful Offerors are public information, except for trade secrets and business confidential information as allowed by the Government Records Access and Management Act (GRAMA), Utah Code § 63-2-308. This means that any individual or entity desiring to do so may review the SOIQ. Proprietary information contained in an SOIQ can be protected under limited circumstances (the service elements of a proposal are not considered proprietary and must not be designated as such). Any specific proprietary information contained in an Offeror's SOIQ that the Offeror wants protected must be clearly identified and highlighted in the body of the original SOIQ. In addition, Offerors must submit a justification statement explaining why the highlighted information is protected. It is unacceptable to designate an entire SOIQ as proprietary! SOIQs not identifying any proprietary information will be released in their entirety.

M. RESERVATION OF RIGHTS

The Requesting Agency reserves the right to reject any and all SOIQs received or to withdraw this REQUEST at any time. Furthermore, if only one SOIQ is received in response to this REQUEST, the Requesting Agency may ask the Issuing Office to either make an award or re-solicit for the purpose of obtaining additional SOIQs.

N. PRE-SUBMISSION CONFERENCE

A pre-submission conference to explain the requirements of the SOIQ shall be held as follows:

DATE	TIME	PLACE	ROOM
Friday April 7, 2006	9:00 to 11:00 AM MST	Department of Human Services 120 North 200 West Salt Lake City, UT 84103	Room #404

Please bring your copy of the SOIQ to the meeting, as additional copies will be limited. Nothing stated at the pre-submission conference shall change the requirements of the SOIQ unless the change is made by written amendment as provided in State procurement rules. Attendance at the pre-submission conference is at the discretion of the Offeror. Telephonic attendance may be arranged at the Offeror's request. Those choosing to attend telephonically may call 1-866-258-0959 at the scheduled time of the conference. When prompted, please enter the Room Code of *1840747* (Be sure to enter the "stars" on both sides of the code).

III. SCOPE OF WORK

This section constitutes a description of the services Offerors must provide and the requirements they must meet if awarded a contract to provide Support Coordination-External ("SCE") services pursuant to this REQUEST.

A. General Description

The SCE Contractor coordinates the delivery of services to persons with mental retardation and related conditions receiving services from DHS/DSPD, including persons enrolled in the DHS/DSPD Medicaid Mental Retardation and Related Conditions (MR.RC) Home and Community Based Services Waiver ("Waiver"), and monitors the health and safety of those persons to determine and report to DHS/DSPD whether services are provided in accordance with program requirements and the person's assessed service needs. In so doing, the SCE Contractor:

1. Validates the comprehensive assessments of persons with mental retardation and related conditions, including persons enrolled in the Waiver, and consults with DHS/DSPD as well as the State Medicaid Agency to recertify eligibility and/or modify existing comprehensive assessments and service plans;
2. Informs persons of available services and how to select from among the service providers offering those services;
3. Helps persons obtain the services they select and assert their rights to a hearing if their choice of service providers or services is denied or reduced by DHS/DSPD or the State Medicaid Agency;

4. Regularly reassesses the status and needs of persons, including their health and safety needs, and suggests modifications to their Individual Support Plans (ISPs) based on these reassessments;
5. Helps persons gain access to services provided under the State of Utah Medicaid Plan (Medicaid State Plan) as well as other non-Medicaid based resources that have been assessed as being of benefit to them;
6. Determines and reports to DHS/DSPD the quality of the services being delivered to persons and takes the steps necessary to remedy any shortcomings, including notifying DHS/DSPD and any other authorities with appropriate jurisdiction as necessary to ensure such quality; and
7. Provides discharge-planning services for persons disenrolling from the Waiver to ensure a safe and orderly disenrollment and transition to other available resources.

B. Population To Be Served

The SCE Contractor will serve DHS/DSPD enrollees with mental retardation and related conditions as defined in Utah Administrative Code, Rule R539-1, including those receiving services in the Waiver.

C. Contractor Qualifications

1. The SCE Contractor shall have all applicable licenses as prescribed in Utah Administrative Code, Rule R501, <http://rules.utah.gov/publicat/code/r501/r501.htm> to operate and provide the particular type of services being offered and comply with insurance requirements and any local ordinances or permits governing the type of service provided.
2. The SCE Contractor shall be certified by DHS/DSPD to provide any services not covered by applicable licensure as prescribed by Utah Administrative Code, Rule R501 <http://rules.utah.gov/publicat/code/r501/r501.htm>
3. The SCE Contractor shall be enrolled as an approved Medicaid Provider with the Utah Department of Health and agree to allow DHS/DSPD to bill Medicaid on its behalf for covered Medicaid services included in the rate paid by DHS/DSPD to the SCE Contractor. The SCE Contractor must also agree to participate in any Utah Department of Health or DHS/DSPD required training.
4. The SCE Contractor shall be under contract with DHS/DSPD.

D. Administrative Requirements

1. Personnel Policies and Procedures: The SCE Contractor shall have established personnel policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
 - a. Include written job descriptions for all positions including volunteer positions with ongoing involvement (each job description shall include the specific knowledge, skills, abilities and educational requirements necessary to qualify for the position).
 - b. Provide for the documented evaluation of staff performance on at least an annual basis.
 - c. Prohibit from providing SCE services and supports, any staff member who

has a physical, emotional, or mental condition that could interfere with the staff member's ability to perform the essential functions of his/her assigned duties, including any condition that could jeopardize the well-being of persons receiving services, until the SCE Contractor is provided with documentation that the condition is resolved to the satisfaction of a licensed physician or other appropriate professional.

2. Operating Policies and Procedures: The SCE Contractor shall have established operating policies and procedures, a copy of which shall be maintained and readily accessible at each facility. These policies and procedures shall:
 - a. Include a mission statement and objectives, as defined by the SCE Contractor.
 - b. Identify the specific population being served.
 - c. Describe each of the services offered by the SCE Contractor and how they will be delivered.
 - d. Clearly define staff and supervisory responsibilities during all hours of operation.
 - e. Provide for necessary staff training on a regular basis.
 - g. Provide for the receipt and resolution of persons' grievances.
 - h. Include emergency procedures for handling the injury, illness, or death of a person and instructions about when and how to notify the DHS/DSPD Region Office.
3. Quality Monitoring Process: The SCE Contractor shall have a quality monitoring process that may be externally validated by DHS/DSPD and shall include the following:
 - a. An agency self-assessment or accreditation process for DHS/DSPD funded services.
 - b. An established method for responding to concerns identified in the SCE Contractor's quality monitoring and feedback processes.
 - c. An established method for responding to and/or correcting within specified timeframes, any areas needing improvement or any areas of non-compliance noted by DHS/DSPD.
4. Human Rights Plan: The SCE Contractor shall develop a Human Rights Plan and establish an MR.RC Human Rights Committee. The SCE Contractor's Human Rights Plan shall identify:
 - a. Procedures for training persons and staff on persons' rights;
 - b. Procedures for prevention of abuse and rights violations;
 - c. A process for restricting persons' rights when necessary;
 - d. A process for reviewing supports that are at high risk for human rights violations;
 - e. The responsibilities of the SCE Contractor's Human Rights Committee. These responsibilities shall include reviewing violation of rights issues related to the supports the SCE Contractor is providing and giving recommendations to the person and his/her Support Team.

All persons and staff shall have access to the SCE Contractor's Human Rights Committee.

5. Protective Service Investigations: The SCE Contractor shall cooperate in all DHS Protective Service Investigations. Unless superseded by a recommendation from DHS Adult or Child Protective Services, if an allegation is made against a staff person, the staff person involved shall not be allowed any unsupervised contact with persons until the investigation is completed and a determination is made with regard to the allegations.

6. Fatality Notifications: The SCE Contractor shall notify the person's family, the DHS/DSPD Administrative Supervisor and Region Director within 24 hours of first knowledge of the death of a person who was receiving support services.
7. Fatality Reviews: The death of a DHS/DSPD person who meets one or more of the criteria below is subject to a DHS fatality review. The SCE Contractor shall follow the DHS fatality review process upon the death of a person who meets any of the following criteria:
 - a. The person resided at a facility/program owned or operated by the SCE Contractor providing Residential Habilitation.
 - b. The person lived outside the family home and received support services within 12 months prior to the date of death.
 - c. The person lived at home and died while receiving a DHS/DSPD funded service such as Day Supports, Supported Employment, or Respite Care.
 - d. Any person whose death the DHS/DSPD Director requests be reviewed.
8. DHS Provider Code of Conduct: The SCE Contractor and staff are required to annually review and sign the DHS Provider Code of Conduct prohibiting the abuse or neglect of persons with disabilities. Copies of the Provider Code of Conduct shall be maintained at each program site and annually each employee shall sign a statement acknowledging that they have read it. The DHS Provider Code of Conduct may be found at www.hspolicy.utah.gov/pdf/5-3.pdf/

E. Contractor Board

An SCE Contractor acting as a non-profit organization shall have a Board to assure a high quality of program standards, effective program administration, and continuing program development as required by Utah Code § 16-6a, Nonprofit Corporations. http://www.le.state.ut.us/~code/TITLE16/16_02.htm

1. It is recommended that the SCE Contractor appoint as board members, several persons and/or advocates of persons who receive supports.
2. As allowed by the Internal Revenue Service and Utah Code, SCE Contractor staff and/or relatives of Contractor staff may serve on the Board, but shall not make up a majority of the membership or Board quorum; however, under no circumstances may any parties, including related parties, who maintain interests in any other organization under contract with DHS/DSPD, serve on the Board.

F. Background Investigations

In accordance with Utah Code §§ 62A-2-121, 62A-2-122, and 62A-4-116.2, any person providing SCE services shall pass an annual Bureau of Criminal Identification (BCI) background check conducted by the DHS, Office of Licensing. Any SCE worker who has lived outside the State of Utah for a period greater than 4 weeks during the preceding five (5) years, shall pass a Federal Bureau of Investigation Nationwide Criminal Background check consistent with current DHS, Office of Licensing requirements.

Additionally, staff must annually pass a review of the abuse registries queried by the DHS Office of Licensing. <http://rules.utah.gov/publicat/code/r501/r501-14.htm>

G. Contractor and Staff Prohibited from Acting as Guardians

The SCE Contractor, its staff, and related parties are prohibited from becoming the legal guardian of any person receiving services under the SCE Contractor's contract.

H. Incident Reporting Requirements

1. **Incident Reports:** Within 24 hours of any incident requiring a report, the SCE Contractor shall notify both the DHS/DSPD Administrative Coordinator and the person's Guardian by phone, email, or fax.

Within five (5) business days of the occurrence of an incident, the SCE Contractor shall complete a DHS/DSPD Form 1-8 Incident Report and file it with the DHS/DSPD Support Coordinator at the DHS/DSPD Region Office.

However, the mandatory reporting requirements of the Utah Code always take precedence. See Utah Code §§ 62-A-3-301 through 321 for adults and, Utah Code §§ 62-4a-401 through 412 for children. Therefore, in cases of actual or suspected incidents of abuse, neglect, exploitation, or maltreatment of an adult, the SCE Contractor shall immediately notify Adult Protective Services intake or the nearest law enforcement agency, and in a case involving a child, the SCE Contractor shall immediately notify the Division of Children and Family Services Child Protective Services intake or the nearest peace officer or law enforcement agency.

The following situations are incidents that require the filing of a report:

- a. Actual or suspected incidents of abuse, neglect, exploitation, or maltreatment per the DHS/DSPD Code of Conduct and Utah Code §§ 62-A-3-301 through 321, which can be found at <http://www.le.state.ut.us/~code/TITLE62A/62A03.htm> for adults, and Utah Code §§ 62-4a-401 through 412 for children, which can be found at <http://www.le.state.ut.us/~code/TITLE62A/62A04.htm>;
- b. Drug or alcohol abuse, medication overdoses or errors reasonably requiring medical intervention;
- c. Missing person;
- d. Evidence of seizure in a person with no existing seizure diagnosis;
- e. Significant property destruction (damage totaling \$500.00 or more);
- f. Physical injury reasonably requiring a medical intervention;
- g. Law enforcement involvement;
- h. Any use of manual restraint, mechanical restraints, exclusionary time-out or time-out rooms as defined in Utah Administrative Code, Rule R539-4, (<http://rules.utah.gov/publicat/code/r539/r539.htm>) or level II emergency interventions not outlined in the person's behavioral plan (e.g., response cost, overcorrection); and,
- i. Any other instances the SCE Contractor determines should be reported.

The SCE Contractor shall ensure that service provider(s) send within 24 hours a copy of any incident report directly to the DHS/DSPD Administrative Coordinator within the DHS/DSPD regional office where it will be reviewed and submitted to DHS/DSPD leadership for further administrative review and oversight.

I. Record Keeping

1. **Personnel Records:** The SCE Contractor shall maintain personnel files for all

officers and employees associated with the SCE Contractor. The files shall include the officers' and employees':

- a. Application (including name, address, and telephone number),
- b. References (including documentation that at least 2 references were checked),
- c. Background check clearance from DHS, Office of Licensing and the BCI release form,
- d. Signed DHS Provider Code of Conduct, and signed conflict of interest disclosure statement,
- e. Record of training and competency test methods and results,
- f. Copies of educational transcripts and degrees (if transcripts and degrees are used by the SCE Contractor to prove competency),
- g. Copies of W-4(s),
- h. Copy of I-9,
- i. Copy of valid driver's license, or state identification card, and Social Security Card, and
- j. Evidence of a negative result on a tuberculosis (TB) test or negative chest X-ray results if a previous TB test is positive, conducted within one month of employment.

2. Person's Records: The SCE Contractor shall maintain separate records for each person served. All records are the property of DHS/DSPD and the State of Utah and shall be furnished to DHS/DSPD upon request. A person's records shall include the following information as applicable:

- a. The person's name, address, phone number, birth date, identification number and Medicaid number; name and address of sponsor or owner of facility providing services; the name, address and phone number of the person's Support Coordinator,
- b. A photograph of the person,
- c. The name, address, and phone number of the person's representative;
- d. The names of emergency contacts and instructions on how to contact them,
- e. The name and phone number of the person's primary care physician, medical specialist and medical insurance, if any;
- f. A copy of the person's social history and psychological evaluation (when provided by DHS/DSPD);
- g. Documentation of behavioral or other incidents such as property damage;
- h. The person's current Individual Support Plan/Action Plan (ISP/AP), including the service providers' support strategies and monthly summaries of attendance records, and service records identifying the service rendered, the name of the person providing the service, the location where services were rendered and the date and number of hours rendered;
- i. The person's admission and termination dates, sponsorship (DHS/DSPD or private), paybacks related to the person, and reimbursement requests (Forms 520, and 1032). These records shall be maintained for five years from the date of discharge;
- j. Human Rights Committee and Behavior Peer Committee documentation, guardianship and other pertinent legal documents;
- k. A record of all incidents and protective service investigations documented in accordance with DHS requirements; and,
- l. A statement signed by the person and/or the person's representative verifying that the SCE Contractor both explained to the person and provided him/her with a copy of its grievance policy and procedures.

3. **Medicaid Records:** If the SCE Contractor is providing Medicaid reimbursed Waiver services, it shall document (using the DHS/DSPD Form 870 log or such other format as prescribed by DHS/DSPD) all SCE services provided as identified below:
 - a. The name of the person served,
 - b. The name of the person, who delivered the service,
 - c. The specific service provided,
 - d. The date the service was rendered,
 - e. The amount of time spent delivering the service, and
 - f. Progress notes describing the person's response to the services (e.g., progress or the lack of progress as documented in the monthly summaries and/or progress notes of the service provider).

All Medicaid service records shall be made available for State or Federal audit or review purposes within 24 hours of request.

J. Reports

The SCE Contractor shall submit the reports listed below by the specified due date. If required reports and billings are not submitted in a timely manner, payment may be denied.

DOCUMENT	DUE DATE
Incident Report – Form 1-8	Five business days after the event.
Support Strategies	30 days after the Action Plan is received.
Monthly Summary	15 days after the end of the month.
520 Billings	30 days after the receipt of the DHS/DSPD generated 520 billings.
Labor Usage Report	October 31: For 7/1 thru 9/30 January 31: For 10/1 thru 12/31 April 30: For 1/1 thru 3/31 July 31: For 4/1 thru 6/30
Reconciled Representative Payee Report	45 days after the end of the month.
Response to DHS/DSPD Corrective Action	Major deficiency: within 24 hours of notification. Significant deficiency: within 10 days of notification. Minor deficiency: within 30 days of notification.

K. Person Discharge Procedure

1. An SCE Contractor-initiated request for discharge may require up to 30-days prior notification to the person. The DHS/DSPD Region Director may require the SCE Contractor to continue supports for 90-days to maintain the person's health and safety. The SCE Contractor may appeal this extension to the DHS/DSPD Director.
2. The SCE Contractor shall submit a discharge summary to the DHS/DSPD Administrative Coordinator at the time of the person's discharge. The summary shall include:
 - a. Reason for termination;
 - b. Summary of services provided;
 - c. Evaluation of the person's strengths, interests, needs, achievement of goals, and objectives; and,
 - d. The signature and title of the SCE staff preparing the summary.

L. Staff Qualifications

All SCE staff must demonstrate competency, as determined by the SCE Contractor, in the services covered by the SCE Contractor's contract. In addition, all applicable education and training must be completed before SCE staff may deliver any supports to or perform any work for persons without any supervision. In order to be considered competent to deliver support coordination services without supervision, SCE staff must: 1) qualify for and possess the credential of Qualified Mental Retardation Professional (QMRP) as defined in *Interpretive Guidelines for ICF for Persons with Mental Retardation (W159-W180)*; *Code of Federal Regulations, Centers for Medicare and Medicaid Services, State Operations Manual-Appendix J, pages 77-87* (or provide a statement that qualifications will be met before providing services); and 2) successfully complete a course offered and prescribed by DHS/DSPD certifying competency in support coordination. SCE Staff possessing the above-stated QMRP credential and DHS/DSPD certification shall, for purposes of this section, hereinafter be referred to as a "certified SCE support coordinator".

Non-certified SCE staff actively pursuing training leading to certification may provide support coordination services under the direct supervision of a certified SCE support coordinator. Direct supervision means that non-certified support coordinators will consult with and obtain the approval of a certified SCE support coordinator regarding any material decisions affecting the person. However, in no case shall a single certified SCE support coordinator supervise more than three non-certified SCE staff. The caseload of a certified SCE support coordinator who is supervising non-certified SCE staff shall be reduced by ten persons for each non-certified SCE staff supervised.

Unless previously approved by the DHS/DSPD Director in writing, a single SCE support coordinator (whether certified or non-certified) may not provide services to more than FORTY persons receiving DHS/DSPD services at any one time.

The SCE Contractor must ensure that SCE support coordinators are trained in the Staff Training Requirements outlined in the Waiver, the SCE Contractor's contract, and applicable rule and statute. In addition, all SCE support coordinators must complete 30 hours of continuing education each year that is both relevant to the conduct of their duties and approved by a DHS/DSPD regional director.

M. SCE Specific Service Requirements

SCE services shall include, at a minimum, the following:

1. Validating the person's comprehensive assessment and the identification of services and supports necessary to ensure the person's health and safety;
2. Affording the person a choice of services and service providers from which the person can elect to receive needed Waiver services. The SCE Contractor is responsible for ensuring that the person and his/her family and legal representative have sufficient information to make an informed choice regarding the formulation of the Individual Support Plan (ISP);
3. Developing the ISP, including:
 - a) ensuring that appropriate support strategies for implementing all ISP elements are included; and,

- b) developing a budget necessary and appropriate for implementing all elements of the ISP;
- 4. Consulting the appropriate DHS/DSPD Eligibility Determination and Enrollment unit to modify comprehensive assessments and resulting identified service needs, and consulting with the appropriate DHS/DSPD Service Review unit in order to verify the appropriateness of the person's plan and budget;
- 5. Providing information and advocacy services, including assisting the person in requesting Fair Hearings when services or service providers have been denied or reduced;
- 6. Assisting the person to gain access to the supports and services specified in his/her ISP from qualified service providers or from other sources, including but not limited to, the Medicaid State Plan, community entitlements, and other informal and natural supports. This assistance may include offering instruction to the person, his/her family or legal representative about how they can independently access services when established funding sources become unavailable;
- 7. Monitoring the provision and quality of the person's services and supports to determine and report to DHS/DSPD whether they are being delivered as intended. Such monitoring shall include:
 - a. Interviews with the person;
 - b. Direct observation of the delivery of supports and services to the person;
 - c. Assessing the knowledge and understanding of the service provider regarding:
 - i) The use and application of behavioral supports,
 - ii) Any pertinent medical conditions of the person, and
 - iii) The person's support strategies;
 - d. Reviewing (on a monthly basis) the service provider's documentation of services provided to the person; and,
 - e. Periodically reassessing the person's progress and the continuing need for services.

Any person receiving residential or day support services shall be monitored **at least monthly** via a face-to-face visit and direct observation. Any person receiving only supported living services in the family's home shall be monitored **at least quarterly** via a face-to-face visit.

- 8. Monitoring the person's health, welfare and safety status on an ongoing basis, including:
 - a. Initiating appropriate modifications to the person's ISP to reflect changes in assessed needs and prescribed services, including support coordination; and,
 - b. Reporting changes to DHS/DSPD in a timely fashion (within 20 business days) in order to secure approval from DHS/DSPD Administrative Supervisor regarding any resulting budget changes.
- 9. Reassessing the person's prescribed needs (including updating social histories) in conformity with the intervals specified in the Waiver, and reviewing and modifying the person's ISP as needed based on the reassessment. All prescribed services contained in the person's ISP, including support coordination services, shall be based on the person's assessed needs and shall specify the amount, frequency and

duration of the services required to meet those needs, regardless of the person's place of residence within the State of Utah;

10. Maintaining accurate individual case records and documentation in conformity with the documentation requirements and standards set by DHS/DSPD as indicated in Paragraph I. 2 and 3. (Record Keeping) above, and using formats prescribed by DHS/DSPD, including the documentation of all support coordination activities rendered to, or on behalf of, the person;
11. Monitoring the service providers' actual provision of supports specified in the ISP, as well as reviewing payment requests or other submitted invoices to determine and report to DHS/DSPD whether they are accurate and that they reflect legitimate expenses (payment requests shall be submitted to DHS/DSPD within 30 days of receipt of the DHS Form 520, billing form);
12. Providing discharge planning and transition services to persons disenrolling from DHS/DSPD services to ensure a safe and orderly transition to other community supports and services; and,
13. Providing support coordination services as needed during times of crisis or sentinel events.

N. Person-Centered Planning

The SCE Contractor shall direct and comply with the requirements of the DHS/DSPD Person-Centered Planning Process in providing services. This process is outlined below:

1. The SCE Contractor is responsible for developing the ISP/AP. These plans may include review and approval of submitted Behavior Support Plans, Psychotropic Medication Plans, Staff Instruction sheets, and data collection and/or Task Analysis sheets used for skill training or other support.
2. Once the ISP/AP has been developed, the SCE Contractor determines and reports to DHS/DSPD that the service provider orients the person to that portion of the plan that pertains to that provider and determines and reports to DHS/DSPD that the person is involved in its implementation.
3. The SCE Contractor shall gather and approve Support Strategies developed by the person's service providers. The SCE Contractor shall also review the Monthly Summaries submitted by the person's service providers to determine and report to DHS/DSPD that services being provided to the person conform to the person's needs as specified in the person's ISP.
5. The SCE Contractor, as a member of the person's team, is required to:
 - a) assist in assessments; and,
 - b) meet with the team at least annually (within 12 months of the last Person-Centered Process meeting) to review the person's service/support requirements and make necessary adjustments based on the person's needs. However, the team or the SCE Contractor may meet more often as determined by the person or other members of the team.

O. Psychotropic Medications

1. Psychotropic Medications include any drug prescribed to stabilize or improve mood, mental status, or behavior.
2. For persons on psychotropic medications, the SCE Contractor shall determine and report to DHS/DSPD whether the service provider has reviewed and approved, in consultation with the person's physician or nurse with prescriptive privileges, a Psychotropic Medication Plan support strategy that contains the following information:
 - a. The identity (generic or brand) of all prescribed medications including:
 - 1) Name of all prescribed medications;
 - 2) The date on which each medication was commenced or is to be commenced, and the prescribed dosage for each; and,
 - 3) The specific side effects to monitor (when antipsychotic medications are used, monitoring procedures shall use standardized assessment instruments such as the Abnormal Involuntary Movement Scale (AIMS));
 - b. The specific behaviors or symptoms targeted so that the advantages and disadvantages of any prescribed psychotropic medications can be assessed; and,
 - c. The identity of any other supports or services that are available and would be useful in treating the targeted behavior or symptom as well as any related illness or condition of the person. Such supports or services may include Behavior Support Plans, psychotherapy or laboratory surveillance (for example, blood work to check lithium serum, CBC, liver function, etc.).

P. Representative Payee Monitoring

1. As per Utah Administrative Code, Rule R539-3-5(2), the SCE Contractor shall monitor Personal Budget Assistance (PBA or PB1) service providers to determine and report to DHS/DSPD whether services rendered under the PBA or PB1 service codes comply with all Social Security Administration requirements outlined in 20 CFR 416.601-665.
2. As per Utah Administrative Code, Rule R539-3-5(1), the SCE Contractor shall monitor service providers to determine and report to DHS/DSPD whether the person has access to and control over his/her personal funds unless the person or his/her representative voluntarily signs a DHS/DSPD Voluntary Financial Support Agreement (Form 1-3). The SCE Contractor's Human Rights Committee may recommend to the person's team that the person's right to manage his/her personal funds be restricted if the person's money, health, or safety is placed in jeopardy by severe mishandling, unlimited access, or exploitation of funds by the person or others. The SCE Contractor shall offer the person training and, support regarding the management of finances whenever possible.
3. The SCE Contractor shall determine and report to DHS/DSPD whether the PBA or PB1 service provider reviews the person's financial records with the person at least **monthly** and:
 - a. Maintains documentation of financial reviews and reconciled financial statements in the person's record;
 - b. Keeps an accurate record of all funds deposited by the PBA or PB1 service provider on behalf and for the use of the person. This record shall contain a list of deposits and withdrawals by category of food, rent, clothing and leisure. This record shall be verifiable with receipts and/or monthly bank statements;

- c. Substantiates purchases over \$20.00 per item by maintaining receipts signed by the person and staff;
 - d. Verifies purchases over \$20.00 with receipts, cancelled checks or monthly bank statements; and,
 - e. Assures the accuracy of personal financial records through a separate monthly review performed by someone other than the PBA or PB1 service provider staff member authorizing expenditures.
- 4. The SCE Contractor shall determine and report to DHS/DSPD whether the PBA or PB1 service provider conducts and maintains documentation of quarterly administrative reviews of monthly financial documentation, bank statements, receipts and purchases for a random sample of persons receiving support to determine and report to DHS/DSPD whether there are adequate financial controls for all persons served by the PBA or PB1 service provider.
- 5. The SCE Contractor shall determine and report to DHS/DSPD whether the PBA or PB1 service provider documents the handling of personal funds in a way that is not harmful or embarrassing to the person and whether the funds are used only for the intended purpose. The SCE Contractor may recommend the type of financial support a person may need and refer the person to a review by the service provider's Human Rights Committee. The SCE Contractor may act as representative or protective payee only in a situation where no other knowledgeable, financially competent adult is willing to take on the representative or protective payee responsibilities. The SCE Contractor may submit an alternative procedure for consideration by the DHS/DSPD Director. The SCE Contractor shall only use the proposed alternative procedure if written approval of the variance is granted by the DHS/DSPD Director or designee.
- 6. The SCE Contractor shall determine and report to DHS/DSPD that, upon receipt of the person's team approval or a DHS/DSPD Form 1-3 signed by the person or his/her representative, the PBA or PB1 service provider manages the major personal business affairs of the person. Major personal business affairs include management of personal funds, checking account, savings account, or other financial matters related to supplemental income. Any variance from DHS/DSPD required procedures must be approved by the service provider's Human Rights Committee or requested by the person or his/her representative and documented in the ISP/AP.
- 7. The SCE Contractor shall determine and report to DHS/DSPD whether service providers maintain a record of the person's petty cash funds. The amount of cash maintained in the person's petty cash account shall not exceed \$50.00 without the service provider's written administrative approval. Records shall be kept of all deposits and withdrawals to the person's petty cash account.
- 8. The SCE Contractor will encourage PBA and PB1 service providers to protect the person's funds by using methods such as:
 - a. not writing checks for more than \$50.00 cash a week;
 - b. not using Automatic Teller Machines for transactions; and,
 - c. not making deposits that include a return of cash.

The above actions will help to protect the person's funds by establishing a bank record of the total funds received by the person and requiring the person to sign all transactions. The PBA or PB1 service provider's Human Rights Committee may

propose specific limits on a person's access to money and allowable spending amounts for the person's team review and approval.

9. The SCE Contractor shall determine and report to DHS/DSPD whether the PBA or PB1 service provider forwards to the SCE Contractor a monthly accounting of the personal funds of each person served by the PBA or PB1 service provider. The SCE Contractor shall review these monthly accountings and recommend corrective action to DHS/DSPD if discrepancies or errors are discovered. Any necessary corrective action plans shall be developed in consultation with the contract analyst in the appropriate DHS/DSPD region.

Q. Person's Personal Funds

1. The SCE Contractor shall determine and report to DHS/DSPD whether the service provider has made any emergency loans to the person. If so, the SCE Contractor shall:
 - a. Review the documentation supporting any loans outstanding for three months or longer;
 - b. Notify the person's team to obtain approval of the service provider's actions; and,
 - c. Determine and report to DHS/DSPD whether the service provider documents both the emergency and the person's team approval and maintains the documentation in the person's record.
2. The SCE Contractor shall advise persons not to write checks to, give cash to or make purchases from either the service provider or the SCE Contractor. The SCE Contractor shall also determine and report to DHS/DSPD whether the service provider has policies in place addressing these prohibitions and the only allowable exceptions. The only allowable exceptions are:
 - a. Reimbursing the service provider for destruction of property by the person, when approved by the person's team. (Property damage shall be covered by the service provider's insurance unless it is agreed upon by the person's team that the person shall pay for the damages); and
 - b. Paying room and board charges.
3. The SCE Contractor shall determine and report to DHS/DSPD whether the service provider affords the person adequate access to personal finances in order to cover anticipated expenditures.

R. Health and Safety Requirements

1. The SCE Contractor shall determine and report to DHS/DSPD whether the service provider ensures that the person receives training, and opportunities, to seek and obtain routine and acute medical, dental, psychiatric, or other health-related services, as outlined in the ISP and as allowed by the person's Medicaid and insurance plans.
2. The SCE Contractor shall determine and report to DHS/DSPD whether the service provider ensures that the person receives training and assistance to:
 - a. Identify primary health care practitioners;
 - b. Obtain dental and physical examinations;
 - c. Safely follow physician orders;
 - d. Know what prescribed medication is for, if the medication is the right dose, if the medication is taken properly, and know if the medication is taken

according to the schedule prescribed by the person's physician; and,
f. Document the frequency, dosage, and type of medication taken.

3. The SCE Contractor shall determine and report to DHS/DSPD whether the service provider immediately contacts the appropriate medical professional to report the discovery of any prescribed medication error, including any actual missed or suspected missed dosage, misadministration of medication, medication administered at the wrong time, or failure to follow laboratory survey schedule, etc. Any medication errors that occur shall be documented in the person's file and reported to the SCE Contractor's Director or designee.
4. The SCE Contractor shall determine and report to DHS/DSPD whether the service provider notifies the person's representative within 24 hours of development of a medical issue for any person, such as illness requiring medical appointments or an emergency room visit. This does not include medical appointments for general health check-ups.
5. The SCE Contractor shall determine and report to DHS/DSPD whether the service provider records any allergies the person has in the person's medical record and whether it discloses such allergies to the person's primary physician.

S. Health and Nutrition Requirements

The SCE Contractor shall determine and report to DHS/DSPD whether the service provider ensures that the person receives assistance in planning meals that meet basic nutritional standards, special diets, food preferences, customs, and appetites.

T. Transportation

The SCE Contractor shall determine and report to DHS/DSPD whether the service provider provides routine transportation to shopping and other community activities, based on the team's reasonable, professional judgment, as indicated in the person's ISP.

U. Access to Community Services

The SCE Contractor shall help the person obtain assistance from community and government organizations, including but not limited to housing, food stamps, and Social Security benefits, etc.

V. Rate

SCE services shall be paid based on a per person per month (PMPM) rate. The current rate is reflected in the table below. The SCE rate may be renegotiated annually by DHS/DSPD with the Utah Department of Health. The SCE Contractor shall be advised of any change in the rate and the effective date of the same within 30 days after the rate is finalized.

Service Title	Service Code	Unit of Service	Rate (\$)	Population to be Served
Support Coordination, External	SCE	Monthly	216.18	MR.RC

W. Limitations -- Staff Support

1. The actual type, amount, frequency and duration of SCE services provided by the SCE Contractor will depend on the program, habilitation, and health and safety

needs of the person being served. However, it is expected, based on a caseload of 40 persons, that SCE services will average no less than 2.5 hours per person per month.

2. Non-certified SCE staff may provide support coordination services under the direct supervision of a certified SCE support coordinator so long as the non-certified SCE staff are actively pursuing training leading to SCE certification. However, in no case shall a single certified SCE support coordinator supervise more than three non-certified SCE support coordinators. Furthermore, the caseload of certified SCE support coordinators who are supervising non-certified SCE staff shall be reduced by ten persons for each non-certified SCE support coordinators they supervise.
3. Unless previously approved by the DHS/DSPD Director in writing, support coordinators may not provide services to more than FORTY persons receiving services from DHS/DSPD at any one time.
4. Any certified SCE support coordinator who is separated from employment with the SCE Contractor for cause shall be immediately de-certified by DHS/DSPD and shall not be eligible for reinstatement of his/her certification to provide support coordination services. However, should the separation from employment for cause be reversed by a court or agency of appropriate jurisdiction, the SCE support coordinator's certification will be immediately restored by DHS/DSPD upon receipt of documentation verifying the reversal decision.
5. The SCE Contractor shall provide support coordination services only in a facility established specifically for such a purpose that is not the private residence of the SCE Contractor or SCE staff, and shall only use telecommunications equipment that is dedicated exclusively for the use of providing support coordination services. However, SCE Contractor and SCE staff may, when indicated, provide support coordination services in the residence of the person, or at another authorized program site.
6. The SCE Contractor shall not contract with DHS/DSPD, or with any persons enrolled in a DHS/DSPD program, to provide any other waiver services or services included in the Medicaid State Plan at the same time they are providing SCE services. The SCE Contractor shall certify to DHS/DSPD prior to signing a contract that it maintains no proprietary interest in any individual or organization currently under contract with DHS/DSPD to provide services of any kind to persons receiving DHS/DSPD services. The SCE Contractor shall further certify that no other individual or organization currently under contract with DHS/DSPD maintains any proprietary interest in the SCE Contractor. The SCE Contractor may not be a subsidiary of any organization providing services to persons receiving DHS/DSPD services. Additionally, the SCE Contractor must have no mutual governance board members, officers, staff or relatives of governance board members, officers or staff of any other entity providing services to persons receiving services from DHS/DSPD. The SCE Contractor shall neither execute nor have in place any agreements with any other individual or organization under contract with DHS/DSPD or providing services to persons receiving services from DHS/DSPD.

IV. SOIQ INSTRUCTIONS AND REQUIREMENTS

- A. To facilitate expeditious reviews, Offerors are encouraged to organize their SOIQs in the order outlined below.
- B. SOIQs shall include the following information:

1. A completed and signed SOIQ Coversheet;
2. If Offeror's SOIQ contains any proprietary information, a justification statement stating why the designated information is proprietary and identifying where it is located in Offeror's SOIQ. (The Offeror's justification statement will not be used in evaluating the Offeror's qualifications.) **The specific information claimed to be proprietary must be highlighted in its entirety.**
3. A copy of the Offeror's current business license **OR**, a statement certifying: **1)** that it has all of the required state, city, and/or local licenses, permits, and/or certificates required to provide the services it is requesting at the location(s) where it is or will be providing services; **OR, 2)** that no licenses, permits, and/or certificates are required of it to provide the services requested;
4. A current organizational chart that identifies all policy making, supervisory or administrative personnel or related parties in Offeror's organization and the names and titles of all key personnel;
5. A list of Offeror's governance board members and its related parties; **OR** a statement that there is no governance board;
6. Copies of the resumes of the key personnel and related parties identified in Offeror's organizational chart together with copies of any professional licenses, certifications, or other credentials held by these individuals as well as individuals listed as providing support coordination-external services. For purposes of this section alone, key personnel are defined as officers, staff members or related parties of the Offeror who function in an administrative or policy-making capacity and who have direct supervisory or policymaking responsibilities, and Support Coordination-External staff members;
7. Documentation evidencing the Offeror's status as an approved Medicaid provider **OR** a statement certifying Offeror will become and will submit documentation of its status as an approved Medicaid provider prior to execution of any contract awarded;
8. A **completed and signed** Conflict of Interest Disclosure Statement. Offerors shall complete and submit a Conflict of Interest Disclosure Statement for all related parties and employees who may have a potential conflict of interest should a contract be awarded. The Conflict of Interest Disclosure Statement may be downloaded and printed from the following website:

http://www.hsofo.utah.gov/services_contract_forms.htm

Offerors who are government entities may complete and submit either a Conflict of Interest Disclosure Statement or a Conflict of Interest Certification. A Conflict of Interest Certification may also be downloaded and printed from the above website;

9. Documentation evidencing the Offeror's compliance with the insurance requirements outlined in the DHS Service Contract, Part I, Section B, paragraph 2 for the type of services the Offeror is interested in providing **OR** a statement certifying it will comply with all of the applicable insurance requirements of the DHS Service Contract if awarded a contract and will produce evidence documenting its compliance prior to the execution of any contract awarded;
10. A statement certifying that Offeror has a system in place (including policies, procedures, practices, etc.) to ensure the health, safety, and welfare of clients receiving services from it;

11. A statement certifying that Offeror will comply with the criminal background screening requirements for all staff pursuant to Utah Administrative Code (UAC), Rule R501. This rule may be viewed at the following website:
<http://rules.utah.gov/publicat/code/r501/r501-14.htm>;
12. Evidence that Offeror's support coordination-external staff have- the credential of Qualified Mental Retardation Professional (QMRP) or provide a statement that the QMRP credential will be obtained before services are provided;
13. Evidence that Offeror's support coordination-external staff have college degrees in a field related to the human condition granted from an accredited American or Canadian institution of higher learning;
14. A statement certifying that any DHS/DSPD employees who submit or are listed as staff in an offering for support coordination-external services, will resign their position with DHS/DSPD prior to the execution of any contract in which they are listed to provide support coordination external services;
15. A statement that addresses the Offeror's overall knowledge and familiarity with people with disabilities. Please do this in three pages or less using 8 1/2 by 11 paper, that is single-sided, double-spaced, and prepared using at least 12-point font; and,
16. A copy of the Offeror's quality assurance plan.

VI. SOIQ EVALUATION CRITERIA

All SOIQs will be evaluated against the criteria contained in the Evaluation Form attached hereto as Attachment A.

VII. ATTACHMENTS TO THIS REQUEST

- A. ATTACHMENT A – Copy of Evaluation Sheet
Note: This Attachment will be used by DHS/DSPD to evaluate SOIQs. It is provided in this package to inform Offerors how their SOIQs will be evaluated.

ATTACHMENT A

Offeror Evaluation Sheet

SOIQ # DHS90350 - Support Coordination, External (SCE)

Evaluator Name: _____

Offeror Name: _____

Date: _____

Evaluation Results: PASSED ☐ FAILED ☐

Evaluation Instructions: The Offeror **must** pass all of the general requirements identified below to be awarded a contract. Offeror **must also** pass the service requirements applicable to Support Coordination – External (applicable to each of the various services for which Offeror has applied. The Evaluator may not select “N/A” in those areas where the “N/A” box is shaded in gray.

GENERAL REQUIREMENTS		Yes/Pass	No/Fail	N/A
1.	Did Offeror submit a completed and signed SOIQ Coversheet?			
2.	If Offeror's submission contained any proprietary information, did Offeror submit a justification statement stating why the designated information is proprietary and identifying where it is located in Offeror's SOIQ? The specific information claimed to be proprietary must be highlighted in its entirety. (Evaluators may mark “N/A” if the Offeror's submission contained no material designated as proprietary).			
3.	Does the Offeror have a current business license? (If Offeror provides a statement certifying that it requires no business licenses in order to provide the service(s) requested, mark “N/A”)			
4.	Did Offeror submit a current organizational chart that identifies all policymaking, supervisory or administrative personnel, or related parties in Offeror's organization and the names and titles of all key personnel?			
5.	Did the Offeror submit a list of governance board members OR a statement that there is no governance board?			
6.	Did Offeror submit copies of the resumes of the key personnel and related parties identified in Offeror's organizational chart together with copies of any professional licenses, certifications, or other credentials held by these individuals as well as individuals listed as providing support coordination-external services. For purposes of this section alone, key personnel are defined as officers, staff members or related parties of the Offeror who function in an administrative or policy-making capacity and who have direct supervisory or policymaking responsibilities, and Support Coordination-External staff members.			
7.	Is Offeror an approved Medicaid provider OR did Offeror submit a statement indicating it will become and will submit documentation of its status as an approved Medicaid provider prior to the execution of any contract awarded?			
8.	Did Offeror submit a completed and signed Conflict of Interest Disclosure Statement? Offerors shall complete and submit a Conflict of Interest Disclosure Statement for all related parties and employees who may have a potential conflict of interest should a contract be awarded.			
9.	Does the Conflict of Interest documentation submitted by Offeror indicate Offeror is free from any questionable or prohibited conflicts of interest?			

GENERAL REQUIREMENTS	Yes/Pass	No/Fail	N/A
10. Did Offeror submit documentation evidencing the Offeror's compliance with the insurance requirements outlined in the DHS Service Contract, Part I, Section B, paragraph 2 for the type of services the Offeror is interested in providing OR provide a statement certifying it will comply with all of the applicable insurance requirements of the DHS Service Contract if awarded a contract and will produce evidence documenting its compliance prior to the execution of any contract awarded.			
Requirements Applicable to All Insurance Policies: Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified hereafter. Any commercial insurance obtained by a Contractor: a) shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time the SOIQ is evaluated. Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, if the Contractor provides documentation verifying the insurance company providing the Contractor's insurance is reinsured by another affiliated insurance company that does meet the required rating and class size requirements. b) shall include an endorsement that names the State of Utah, DHS, DHS/DSPD and their officers and employees as additional insureds. (The Contractor is not required, however, to obtain an "additional insured" endorsement for any professional liability insurance policy or Workers' Compensation insurance policy.) c) shall provide the State of Utah, DHS, DHS/DSPD and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with its contract with DHS/DSPD. d) shall not have a policy deductible that exceeds \$1,000.00 unless the Contractor obtains prior written approval of the deductible (and the corresponding policy) from DHS/DSPD.			
Types and Amounts of Liability Protection Required: General Liability Insurance: Required of all Contractors (including doctors, dentists, social workers, mental health therapists or other professionals who provide services directly to clients). General liability insurance policies shall: a) cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor; b) provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence; and c) cover each site at which the Contractor is providing services. In addition, if the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that any Contract is terminated.			

GENERAL REQUIREMENTS		Yes/Pass	No/Fail	N/A
11.	Did Offeror submit a statement certifying that it has a system in place (including policies, procedures, practices, etc.) to ensure the health, safety, and welfare of clients receiving services from it?			
12.	Did Offeror submit a statement certifying that Offeror will comply with the criminal background screening requirements for all staff pursuant to Utah Administrative Code (UAC), Rule R501.? This rule may be viewed at the following website: http://rules.utah.gov/publicat/code/r501/r501-14.htm			
13.	Did Offeror submit evidence that Offeror's support coordination-external staff have the credential of Qualified Mental Retardation Professional (QMRP) or provide a statement that the QMRP credential will be obtained before services are provided?			
14.	Did Offeror submit evidence that Offeror's support coordination-external staff have college degrees in a field related to the human condition granted from an accredited American or Canadian institution of higher learning?			
15.	Did Offeror submit a statement certifying that DHS/DSPD employees who submit or are listed as staff in an offering for support coordination-external services will submit a statement acknowledging that they will agree to resign their position with DHS/DSPD prior to the execution of any contract in which they are listed to provide support coordination-external services?			
16.	Did Offeror submit a statement that addresses the following: Offeror's overall knowledge and familiarity with people with disabilities?			
17.	Did Offeror submit a copy of the Offeror's quality assurance plan?			