

NEW JERSEY DEPARTMENT OF CIVIL SERVICE

DIVISION OF CLASSIFICATION AND COMPENSATION

PROGRAM DEVELOPMENT SPECIALIST I (MEDICAL ASSISTANCE AND HEALTH SERVICES)

DEFINITION

Under the direction of a Supervising Program Development Specialist, Division of Medical Assistance and Health Services, Department of Human Services, assists in directing and coordinating the evaluation, revision and/or development of programs for the division; does related work as required.

EXAMPLES OF WORK

Participates in, and supervises the planning activities of the Division.

Assists in supervision of planning and coordinating activities with the Legislature, Office of the Governor, other agencies and the public.

Participates in liaison activities with the Medical Assistance Advisory Council.

May supervise or assist in the coordination of the development of indicators for Medical Assistance and Health Services, data tables, measurements of capacity to deliver Medical Assistance and Health Services and measurements of utilization of Medical Assistance and Health Services.

Assists in coordinating the preparation of an accurate data base for Medical Assistance and Health Services.

Assists in coordinating the preparation of special planning studies.

Assists in the maintenance of current information regarding State and Federal Legislation related to the Division's activities.

Prepares clear, technically sound, accurate planning reports and studies containing findings, conclusions and recommendations.

Supervises the work operations and/or functional programs and has responsibility for effectively recommending the hiring, firing, promoting, demoting and/or disciplining of employees.

Supervises and participates in new program research and evaluation of activities.

Prepares correspondence in the course of official duties.

Maintains liaison with staff and other interested groups.

As assigned, represents the Supervising Program Development Specialist at meetings and conferences.

PROGRAM DEVELOPMENT SPECIALIST I (MEDICAL ASSISTANCE AND HEALTH SERVICES)

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Ability to conduct special projects and surveys.

Ability to prepare necessary correspondence.

Ability to maintain records and files

Ability to learn to utilize various types of electronic and/or casual recording and information systems used by the agency, office or related units.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

CODE: *R26-64485B*

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10-16-85

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**DIVISION OF DEVELOPMENTAL DISABILITIES
COMMUNITY SERVICES
IHP COVER SHEET**

ATTACHMENT 8

Serial:
SS#:

Name: _____ Birthday: _____ Sex: _____

Address: _____

Post Office Box
Phone

Initial IHP date _____ Coordinator _____ Phone _____

Modification: _____ Annual IHP date _____

Date admitted to service _____ Residence at time of admission _____

Current type of residence _____ Admission date _____

Provider _____ Phone _____

Relatives(s) _____ Relationship _____ Phone _____

Day program _____ Admission date _____

Contact person _____ Phone _____

Date of ICF determination _____

Date of guardianship determination _____ Status _____

Guardian _____ Relationship _____ Date appointed _____

Address _____ Phone ~~XXXX-##-####~~

County Medicaid _____ Medicare _____ Medicaid _____

Other medical Insurance _____ Policy # _____

Medication type	Damage	Physician	Date Prescribed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date of last physical exam _____ Date of last dental exam _____

Medical status _____ Significant allergies _____

Rx Date _____ Payee _____ Benefit _____

Goal

OBJECTIVE:

**IDENTIFICATION
COMPLET IT:**

GUIDE

WILL

METHOD

TARGET DATE:

METHOD

TARGET DATE:

METHOD

Goal

OBJECTIVE

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SERVICE PROVIDER IDENTIFICATION/

MEDICAL

Action required:

Dental

Action required:

CLINICAL SERVICES

Action required:

CLINICAL SERVICES

Action required:

OTHER**

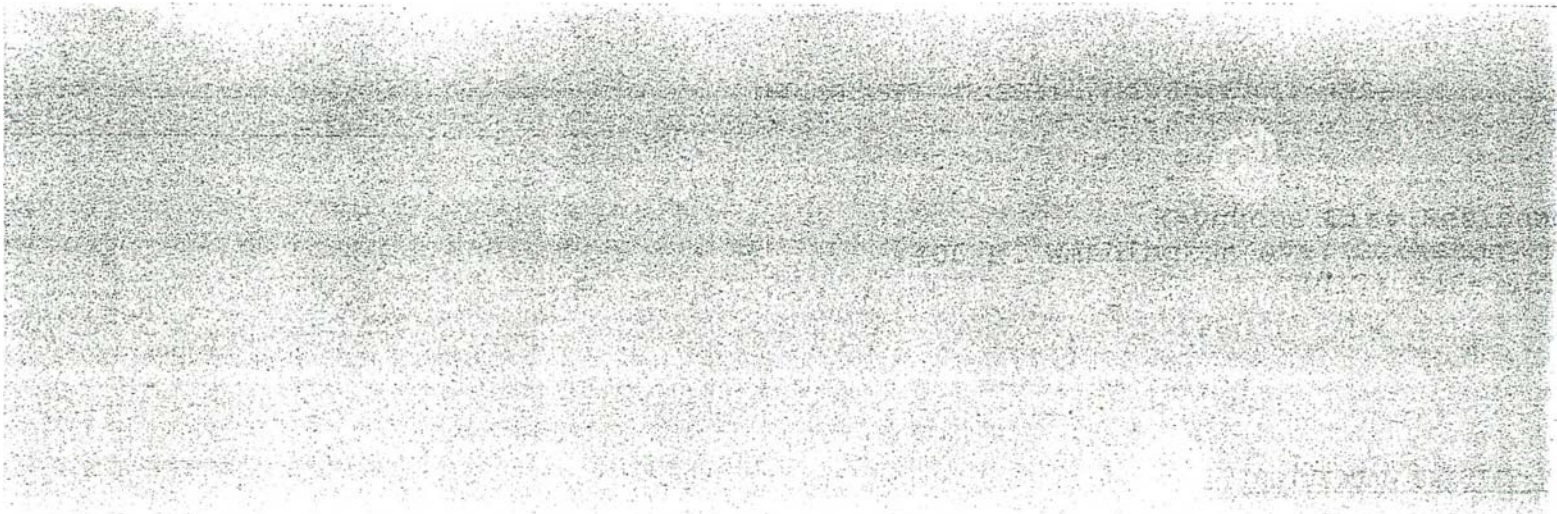
Action required

OTHER**

Action required

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Clinical Services include psychological, neurological, psychiatric, physical therapy, occupational therapy, speech/language therapy counseling & family planning. Others may include legal advocacy, recreation/leisure, respite care, family support, religious, tutoring, home health aide, homemaker, personal care, supported employment, home adaptation, assistive, corrective or mobility devices, rehabilitation technology services, and transportation.



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Keystone City Residence, Inc.
406 N. Washington Ave. Scranton, Pennsylvania 18503
(717) 346-7561

INDIVIDUAL SERVICE PLAN

Name:

Date:

Progress reviews will be conducted:

1st Quarter Review	Date:
Semi Annual Review	Date:
3rd Quarter Review	Date:

The following individuals attended the meeting to develop this plan. A copy of this plan has been sent to the individual, the family/guardian, the funding agency, and day services provider.

PRINTED NAME	SIGNATURE	RELATIONSHIP	DATE
		Self	
		Parent/Guardian	
		Program Specialist	

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INDIVIDUAL SERVICE PLAN FOR: _____

I.

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Strong Likes/Dislikes

These are the things I want, must have, or will not tolerate in my life:

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Personal outcomes (areas for personal growth, development and services in the upcoming year)

This year I want *to*:

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MAR. 10.1999 12:38PM		KEYSTONE CITY RES		Aka (ALSO KNOW AS)		P. 50 DATE OF BIR	
LAST NAME		FIRST NAME		PERSONAL RECORD FACE SHEET			
PREVIOUS ADDRESS AND PHONE NUMBER		HEALTH INSURANCE		SOCIAL SECURITY			
CURRENT ADDRESS							
CITY & STATE OF BIRTH		COUNTY OF BIRHT		RELIGION			
MARITAL STATUS		LEGALLY COMPOTENT _____YES _____NO		LEGAL GARDIAN			
FATHER		ADDRESS		PHONE NUMBER			
MOTHRE		ADDRESS		PHONE NUMBER			
CORRESPONDENT/RELATIONSHIP		ADDRESS		PHONE NUMBER			
LEGAL GUARDIAN		ADD		ADDRESS		PHONE NUMBER	
AGENCY CASE MANAGER		ADDRESS		PHONE NUMBER			
PSYCIAN		A		ADDRESS		PHONE NUMBER	
REFERIAL SERVICES				FUNDING SERVICES		PREVIOUS PLACEMENT, ADDI NUMBER	
EDUCATION, VOCATION, EMPLOYMENT (ADDRESS, & PHONE)							
MENTAL RETARDATION LEVEL(IQ)							
EMERGENCY MEDICAL CONDITION/PRECAUTION				ALLERGIES AND ALLERGIC RESPONSES			

III. MEDICAL STJWIARY /HEALTH SERVICES

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-Annual physical Exam

Last Exam:

Primary Physician:

Recommendations:

Return visit:

Current Weight:

Current HEIGHT

Identifying Marks:

Vision: Date: Results:

Hearing: Date: Results:

Allergy: Yes No Define:

Contraindicated Medication: Yes NO Define:

Physical Limitations: Yes No Define:

Dietary Limitations: Yes NO Define:

Immunization:

DPT: DT: OPV:

TB (Mantoux): Results:

Measles: Mumps: Rubella:

Hepatitis E virus Screening:

Date: Results:

Hepatitis E Virus Vaccination Series:

2. Annual Dental Exam

Primary Dentist: Last Exam:

Return visit Due:

Recommendations/Treatment:

3. Gynecological

Physician: Last Exam:

Date of Last Menstrual Cycle:

Date of Pap Test: Results:

Date of Breast Exam: Results:

Date of Mammogram: Results:

Recommendations/Treatment:

4. Other Health Care Services

Physician: Last Exam:

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Recommendations/Treatment:

5. Psychological

Examiner:

Last Exam:

Diagnosis:

6. Psychiatric

Examiner ~

Last exam;

Diagnosis:

Are psychotropic medications prescribed?

Yes No

Is there a planned program to treat maladaptive behavior?

Yea refer to attached document, Support Guidelines to Treat Maladaptive Behavior

No

7. Current Medication:

Name of Medication:

Dose:

Prescribed For:

Reviewing Physician:

Last Review Date:

Frequency of Review:

Frequency of Blood Levels:

8. Is medication Self-Administered?:

Yes No

If no, a.) Who administers medication;
)

b.) Is this a foreseeable goal?: Yes-- NO

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9. Hospitalization in Last Year :

Yes No

Dates and Reason:

10. Other medical information including injuries or significant illnesses during last twelve (12) months.

11. Does the individual wear a Medi-Alert I.D.?:

Yes No

If yea, for what condition?:

If no, is there identification?: an existing condition which would warrant such

IV. SOCIAL SUMMARY /REASON FOR ~JACBMBNT:

V. SERVICE SETTING.:

A. Residential

Location:

Number of persons served in this home: Male: Female:

Staffing Ratio:

Overnight Staff - Yes: No:

Awake: Asleep:

Special Accommodations:

There is a plan for this person to be without direct staff supervision for specific periods of time, In the home? Yes: No .

Describe opportunity/frequency/changes in the last 3 months:

In the Community? Yes No

Describe opportunity/frequency/changes in the last 3 months:

B. Day Services

Location:

Teacher/Instructor:

Service Provided:

C. Clinical Services

Location:

Therapist:

Service provided:

D. Entertainment/Community Service~

1. Describe the plan for participation in leisure and recreation events at home and in the community: .

2. Describe the plan for participation in leisure and recreation events at home and in the community with non-disabled persons:

E. Individual Rights

These are reviewed on admission and annually, thereafter. documentThe original is in the personal file.

Date of most recent review:

VII. PERSONAL OUTCOMES

Name:

Personal Outcome:

Identified by:

Current Ability:

Method/Materials needed:

Frequency :

Consider outcome achieved when:

Outcome will be achieved by:

Monthly Progress Reviews:

Date:
Progress:
Status:
Prog. Spec:

Date:
progress:
status.
Prog. Spec.

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CODE

PROGRESS: A c Achieved

P e Progress seen

NP - No Progress seen-
(Revision Needed)

STATUS: c = Continue

DC - Discontinue

R - Revision (Specify)

NEW JERSEY DHS DIVISION OF DEVELOPMENTAL DISABILITIES PRIVATE
INSTITUTIONAL CARE

ANNEX A

RESIDENTIAL SERVICES

AGENCY: KEYSTONE CITY RESIDENCE INC

CEO: R J FLEESE EXECUTIVE DIRECTOR

ADDRESS: 406 N WASHINGTON AVENUE
SCRANTON PA 18503

CONTRACT #02ZC9Z TERM 07/01/98 - 06/30/99

Residential services will be provided to eligible New Jersey Division of Developmental Disabilities (Division) clients according to the provisions of an approved Individualized Habilitation Plan (IHP) and in compliance with established Division procedures. Eligible clients are those who have been approved for residential services by the Division. In addition to room(board(personal care and supervision(the service identified in each client's approved IHP will be provided on an on-going basis throughout the term of this contract.

All services available to other residents without extra cost shall be available to each Division client. It is further understood that no additional charges for services rendered shall be made to the client's parent(s) and/or guardian(s). Whenever the client requires additional or specialized services, beyond what has been agreed upon at the time of placement, consultation is required with the Division.

A four week written notice to terminate the placement arrangement of any Division client is required by either party.

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Attach program/service description(s).

Annex A

Keystone
Residence
City

PROGRAM DESCRIPTION

Keystone City Residence offers a unique and successful approach toward providing services to persons with developmental disabilities. We are "A Conununity within a Community." Our smaller community consists of:

- * persons with developmental disabilities
- * individuals and their families who serve-these persons

Our larger community is:

- * Scranton and the Pocono Northeast, including the people, cultural, social, recreational and vocational resources that comprise these areas.

Our programs and services are fully integrated into this larger community. Our staff and the people we serve live, work, recreate, are educated and enjoy the cultural and social opportunities of Northeast Pennsylvania. During our over 25 years of existence, we have developed a wide variety of program specialties which allows us to not only serve people whose needs are both short and long term, but also to provide an effective process of transition and support as individuals develop greater independence, self confidence, and increased social and cultural economic status.

All of Keystone's programs are licensed by Pennsylvania Department of Public Welfare. We do not discriminate in any manner in the provision of or services and welcome persons from other localities who want to move to the Scranton area, either temporarily or permanently, in order to join our community and utilize our network of services.

TRANSITIONAL GROUP LIVING

Keystone consists of 27 homes and apartments in urban, suburban and rural settings. These environments are diverse in size, appearance and programmatic emphasis.. We can serve individuals with the following needs:

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CHILDREN WITH DEVELOPMENTAL DELAYS-ranging from mild to profound, who require close 24-hour supervision, emphasis on personal and -social development, positive behavioral approaches, a specialized educational program and skill development which will prepare the child to re-enter a family environment.

ADULTS WITH SEVERE AND PROFOUND DEVELOPMENTAL DELAYS - who are ambulatory, in need of 24 hour supervision, development of personal, social and household skills, day services which complement the residential program and provides social and pre-vocational training and who have the capability to progress to gradually less restrictive environments.

ADULTS WITH MILD TO MODERATE DEVELOPMENTAL DELAYS - who need guidance and assistance to improve skills in personal, social, vocational and recreational areas which will lead to semi-independent living.

ADULTS WITH DEVELOPMENTAL DELAYS - who have the ability to live without 24 hour staff supervision, but who require support services which include a network of social contacts, staff presence and assistance for specified times and purposes, round-the-clock availability of professional staff if needed and vocational training and job placement.

SENIOR CITIZENS WITH DEVELOPMENTAL DELAYS - who want a meaningful, post-work life which includes staff presence and support, planned age appropriate social, cultural and recreational programs, nursing support services and a degree of staff supervision from 24 hour to partial, as needed.

INDIVIDUALS WITH PRADER-WILLI SYNDROME - who are medically stable but who could benefit from a structured, supervised home with an emphasis on proper diet and nutrition, a prescribed program of exercise, and the availability of nursing and other medical services.

FAMILY LIVING - Keystone introduces persons with developmental delays who prefer and would benefit from living with a family to families throughout the area who have interest and motivation to invite such a person to join their family. This process involves a period of getting to know each other, with an eye towards compatibility. If the individual and the family are in mutual agreement, the home is licensed and, if necessary, adapted for any special needs. Keystone provides ongoing monitoring and support services for families who participate in this program.

SUPPORTED INDEPENDENT LIVING - Keystone, as a part of its array of services, offers supported Independent Living as an option for those individuals who, by successful achievement of higher independence as measured by careful assessment are able to function adequately, with occasional staff support, in all important areas of daily life. By assuming responsibility for such life choices, as where to live, where to work, how to structure free time as well as obligations such as renting an apartment, paying bills, etc, an individual becomes a more integrated member of this community. Keystone provides resources, encouragement and direct involvement as needed to ensure the individual success.

SUMMER CAMP - Keystone operates a specialized summer camp from mid-June to late August, on the 73 acre campus of our Pocono Residence. Accredited by the American Camping Association, the camp features an active program of recreation, sports, arts and crafts and cultural and performing arts. The arts feature is a specialty and includes a 10 week visiting artist

program and OPERATION CAPTURE, a series of live performances throughout the summer. .

Camp Keystone is staffed by fully trained counselors, most of whom are studying for careers in human services. Facilities include pool, ponds for boating and fishing ,basketball, soccer, softball, volleyball, hiking trails, an outdoor amphitheater, playgrounds and six cabins complete with bathroom facilities, heat and hot water.

Our instructional staff includes sports and recreational specialists, arts and crafts instructors, water safety personnel and environmental education.. Camp counselors provide training to ensure the maintenance and development of personal and social skills, such as self-care and dietary. Support. services available to our year round residential program are also available to summer campers including nursing, behavioral and program supports, psychological and psychiatric consultation, and individual and group counseling.

Camp Keystone services the various residential components of the Keystone Community, as well as individuals with developmental delays who reside outside our community. Campers should be at least (4) years old, possess ambulatory ability and be free from severe medical conditions which require skilled nursing care. We have no upper age limit and serve persons with a variety of functioning levels from mild to severe developmental delays.

PROGRAM SUPPORT SERVICES

Crucial to the success of Keystone's many programs and services are the wide array of support services available to members of our community, both residents and the staff who serve them. These support services include:

STAFF: Nursing 24 hours a day at our central facility and 16 hours a day at our rural programs in the Poconos. These nursing services are available to all programs on a consultant basis.

STAFF: Resource Services available in the central facility and at the Poconos during program hours, to provide program supervision, leadership, and support.

STAFF: 24 hour emergency service Provided by administrative and professional staff to provide consultation and physical support any time of the day or night.

CONSULTANT: Recreation/Leisure consultation provided by the Deutsch Institute , a local organization devoted to the provision of leisure and recreational opportunities to persons with developmental and physical disabilities who reside in the Pocono Northeast.

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CONSULTANT: Psychiatric Services Services provided on a weekly and 24 hour consultation basis by our consulting psychiatrist.

STAFF: Psychological Services including psychological testing, behavioral assessment and management, and staff training.

STAFF: Physical Therapy Services provided by a registered physical therapist.

STAFF: Dietary and Food Service consultation and training provided by professional chefs and a registered dietitian.

CONSULTANT: Special Education Program offered both through local public schools and by a private academic school.

STAFF: Social Work sources provided by a certified licensed social worker.

STAFF: Individual and Group Counseling provided to persons in need, specializing in the areas of socialization and sexuality.

CONSULTANT: Dental evaluation and treatment.

CONSULTANT: Medical services by a team of physicians, including neurologists.

All the above mentioned programs and services at Keystone are available for the following fees:

Residential: See current rates.

Vocational/Day Services: See current rates.

Family Living: See current rates.

Semi-Independent Living: See current rates.

Supported Living: See current rates.

Members of the Keystone Community contribute to program costs through participation in the Supplemental Security Income (881) program. 72 ~ of this amount is paid by the client and is then deducted from the fee billed to the funding agency or family.

Medical costs other than routine care are reimbursed through Medical Assistance or private insurance.

The client, agency or family is responsible for payment or reimbursement of recreation, personal and clothing expenses.

RESPIRE SERVICES

The diversity of size of the Keystone community allows US to provide respite services for individuals of a wide variety of ages

and levels of developmental delays. This service is available for periods up to 30 days and can be extended beyond that time as necessary. Depending on the availability of space, respite services can be offered in any of the programs operated by Keystone. For local families, respite services can take the form of after school, evening or weekend involvement for specified periods of time during the week. This enables the individual to benefit from the active leisure and recreational opportunities available within the Keystone community.

DAY SERVICES FOR ADULTS

Keystone provides adults in our residential community with access to a wide range of options for meaningful and productive day activities. These range from adult day activities to competitive employment and are offered based on an individualized assessment of the person's needs. The types of day services available are as follows:

ADULT DAY TRAINING PROGRAM

Designed for the individual with severe developmental delays, this program features a 4-tiered progressive program which ranges from training to maintain and enhance daily living skills to pre vocational activities in such areas as woodcraft, ceramics, horticulture, environmental awareness and arts and crafts manufacturing.

KEYSTONE VOCATIONAL TRAINING CENTER

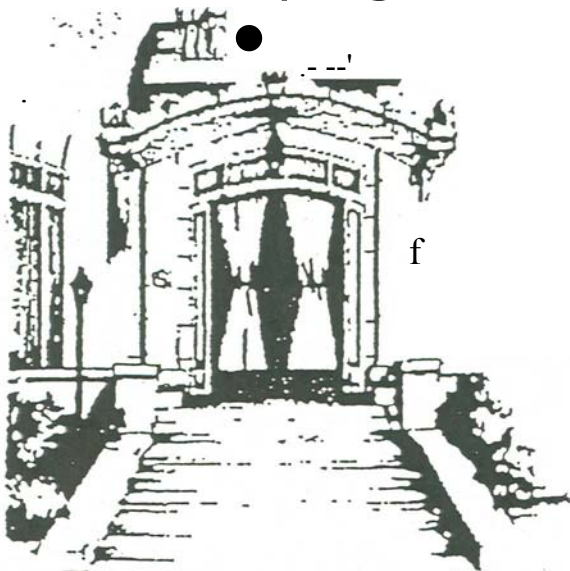
Keystone utilizes the programs and services of Keystone Vocational Training Center, a vocational program licensed by the Pennsylvania Department of Public Welfare. This program offers instruction in vocational and functional skills, an on-site industrial operation, job placement and job monitoring and support services.

GOODWILL INDUSTRIES

Goodwill provides day programs for persons in need of services, which range from day training to supported employment. Referral to this program are made for individuals who have progressed through the continuum of day services offered by Keystone.

COMPETITIVE EMPLOYMENT

Keystone assists individuals in our programs to seek and secure full or part time employment in a variety of jobs within the Scranton-Pocono community. We also provide formal and informal monitoring and support to ensure that employed persons build and maintain a successful employment history. This employment may be a full time occupation or as an addition to school or vocational placement.



Keystone City Residence Inc

406 N WASHINGTON AVE ~ SCRANTON, PA 18503

TELEPHONE (717) 346-7561

ANNEX ^A
VOCATIONAL _{JAL}

TO:

New Jersey Division of Developmental Disabilities

RE:

Day Service Classifications

The following classifications have been established for adults residing at Keystone City Residence and affiliates, who require day program services: .

Day service I

The classification applies to individuals who require guidance and training in vocational *skill* areas which will lead to inclusion into supported employment models, based on individualized assessment.

Day Service II

This classification applies to individuals who require more intensive supports, including staffing, medical and behavioral services, due to the severity of their disability. Additional emphasis must be placed on these identified problem areas since their presence limits involvement in pre-vocational training.

Day service II

This classification applies to individuals 21 years of age and over who are diagnosed as having Prader-Willi Syndrome and as such, require an intensive behavioral, dietary and medical support system and additional staff supervision to prevent access to food stimuli and to deal with more frequent behavioral concerns.

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KEYSTONE VOCATIONAL TRAINING CENTER
& POCONO EMPLOYMENT PROJECTS
1998//999 HOLIDAYCALENDAR



"* Monday, May 25, 1998

Memorial Day

* Friday, July 03, 1998

Independence Day

* Monday, September 07, 1998

Labor Day

* Thursday, November 26, 1998

Thanksgiving

Friday, November 27, 1998

Thursday, December 24, 1998

Christmas Holiday

-I.: Friday, December 25, 1998

Monday, December 28, 1998

Tuesday, December 29, 1998

Wednesday, December 30, 1998

Thursday, December 31, 1998

. Friday, January 01, 1999

New Year's Day

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" - * Monday, April 05, 1999

Easter Holiday

* Monday, May 31, 1999

Memorial Day



-Paid Holidays for all Full-Time: Staff

Annex A - Program Specifications

For Respite Services Provided at Camp

Provider Agency

Name: Keystone City Residence, Inc.

Address: 406 N.Washington Avenue

Scranton Pa. 18503

Telephone: (717) 346-7561

Federal Identification Number: #23-164-1380

Program Director: Robert Fleese

Contact Person: Northeastern U.S.A.

County(s) Served:

Service Period from: 7/1/98

to: **6/30/99**

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CAMP KEYSTONE

SUMMER CAMP FOR PEOPLE WITH SPECIAL NEEDS

Camp Keystone, located on 70 acres in the beautiful Pocono Mountains, offers a broad variety of traditional summer camp activities such as sports, physical education, arts and crafts, boating and swimming.

Along with the traditional programs, Camp keystone also has activities unique for a summer camp. The Artist in Residence Program, which invites artists to camp to provide instruction and inspiration to the campers is such feature. Operation Capture brings performers to camp for live entertainment in the Camp's amphitheater. Campers participate in a variety of experiences including drama, dance, music, mime and other theatrical activity. This program has become popular with both staff and campers.

In keeping with Keystone's philosophy of normalization, campers are provided marry opportunities for off campus experiences, as well. Field trips to baseball games, amusement parks and historic sites are scheduled for the campers. The camp's location in the Pocono Mountains of Pennsylvania allows us to offer each person access to many of the activities available in this nationally recognized recreational area.

Campers live in comfortable heated cabins which are equipped with bathroom facilities. Supervision is provided 24 hours a day. The dining area is situated in an airy, covered, screened pavillon overlooking the Lehigh River.

The activity program is structured and quite varied to appeal [0 the interests and abilities- of individual campers. Reinforcement of basic skills such as dressing, bathing and eating continue throughout. the program sessions. Our camp provides a variety of options for campers including:

- *Overnight camping sessions vary from 1 week to 8 weeks.*
- *Parents involved in full t~ care of a person with mental retardation find our camp quite helpful for respite care placement.*
- *Day Camp for residents of nearby communities.*
- *Camp Keystone is America Camping Association accredited.*

For more information contact: Robin Runco, Camp Director

Camp Keystone

R.R. Box 1515

Gouldsboro, Pa.,

Phone: (717) 842-4521

Fax: (717) 842-2158

Annex A

Contract Goals and Objectives

To provide respite to parents of developmentally disabled persons.

To provide short term care to developmentally disabled persons in the absence of the parent.

Service Definition

Respite Care is a service in which the provider cares for the developmentally disabled person during the absence of the parent.

The purpose of respite care is to provide short term relief to the parent.

Client Eligibility

Eligibility for purchase of service through the Home Assistance Program will be determined by the Division of Developmental Disabilities, Community Services in accordance with the Home Assistance Program Policy and - Procedures. Person in need of service may apply to the Division's Community Services Regional Office

Authorization to Provide Service

The Division will purchase actual service time provided to each client. The Provider will be authorized to provide each service period by the Division.

This authorization will be documented on the Request for Home Assistance Services form which will be sent to the Provider for each client to be served.

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Annex A

Referral Process

Referrals will be made to the provider by the Regional Family Support Coordinator.

1. The Regional Family Support Coordinator:
 - a. Approves the Request for Home Assistance Services form (i54)
 - b. Contacts provider for discussion-on referral Forwards the
 - c. following documents to the provider:.
 - 1) Request for Home Family Support Services form (#54). An additional form (15,4) will be forwarded for any changes in time.
 - 2) Client information form (#54A), Adaptive Behavior Summary, Part I Behavioral Checklist and Part II Health Checklist.

2. Case Manager makes arrangements for service with client's family and the provider and informs Regional Family Support Coordinator in writing of any changes in service. Medication in prescription bottles must be given to the provider at the time for the client's arrival.

3. The provider will inform the Case Manager or the Regional Family Support Coordinator immediately of any changes in service. The provider will document any decreases in service on their records.

-Reporting

1. The provider will report any situation of abuse/neglect, or unusual incident to the Division immediately.
2. The provider will report services provided by listing clients served each month on the Invoice (form SO/54) in the following manner:

Type of service (respite)

Number of service units (sessions or weeks) - client Serial # - dates of service-cost

The Invoice is due to the Regional Home Assistance Coordinator by the 10th calendar day of the month following service. A Time Sheet signed by the provider and the recipient must accompany the invoice.

Invoices with attached Time Sheets will be sent to the Regional Family Support Coordinator who referred the client. Clients from the same Region can be listed on the same Invoice.

The months of June and July are in different State Fiscal Years. If the sessions extend from June into July, the service must be billed on two separate Invoices.

Description of Services

The respite will be provided at Camp Keystone in the Poconos in Goldsboro. Th1.S 1.5. a year round residential facility which is expanded during the summer to accommodate campers.

The camp is located on a 75 acre site

Features include:

Ball fields
Hiking trails
Swimming pool
Playground equipment
Cultural and Performing Arts.
Provisions for many summer activities
Participation program/Amphitheatre

Campers sleep in heated cabins equipped with hot water and bathroom facilities which allow for the continuation of self-help skills during summer months.

The camp is licensed by the Pennsylvania Department of Public Welfare and accredited by the American Camping Association:

Specialized social and recreational programs are provided. The activity program is structural and diversified. Residents participate in activities such as swimming, ball playing, hiking, boating, fishing, arts & crafts, bike riding, all under the close supervision of trained staff. A balance is achieved between active and restful activities and staff who have special talents provide instruction in areas such as art, music, and physical education. Special field trips are arranged to amusement parks, baseball games and other excursions in and around the Pocono area. RN's are on duty 24 hours. A local medical group provides medical services. There is a staff dentist. Local medical specialists are available.

Client Population

Clients must be mentally retarded. All levels of retardation are accepted. Ambulatory, at least 7 years of age and without serious medical or psychiatric/behavior problems.

Keystone-Summer Camp

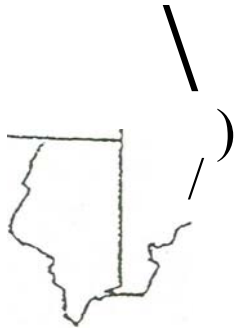
Annex A

Personnel' in Administration and Service Delivery

Camp Director
Camp Supervisors Resource
Staff Recreational
Assistants LPN's & RN c s
Life Guards
Counselors

Qualifications of Counselors

Counselors must have high school degree and 24'hours of training by Keystone per year. This includes pre-service and in-service training.



Lackawanna . Susquehanna. Wayne
Counties
**PHYSICIAN HEALTH & MENTAL
RETARDATION PROGRAM**

ADMINISTRATOR'S OFFICE
Lackawanna County Office
Room 501, 2CO Adair Street
Scranton, PA 18503
PHONE: 717-345-5100
FAX: 717-345-0900

May 18, 1998

TO: Agencies Utilizing service of Keystone City Residence
And Affiliates

FROM:

Subject: 1998-1999 Per Diem Rates for Keystone City Residence and
Affiliates, Scranton, PA

A schedule of per diem rates for Keystone City Residence and its affiliates (Scranton, PA) has been established for fiscal year 1998-1999.

In setting these rates, Keystone City Residence used an analysis of costs for the year now ending; an independent audit conducted by the agency; and projected income, expenditures, and financial statements for the 1998-1999 fiscal year. Specific factors reflected in these and other documents which contributed to this year's rate increases were:

- a. The need to upgrade direct care salaries to be competitive with other programs and facilities and to enable Keystone to recruit and retain qualified and capable individuals.
- b. The need to add nursing and psychiatric services to enable Keystone to more effectively meet the needs of increasingly behaviorally, medically and psychiatrically complex individuals as well as an aging population.
- c. The need to add a Director of Training to insure that staff receive proper instruction in performance of job responsibilities
- d. A significant increase in health care and liability insurance premiums.
- e. Additional office staff needed to meet recommendations of independent audit regarding segregation of duties.

Keystone City Residence has an outstanding reputation the community and with this MH/MR Program for the services_it provides for persons with mental retardation and other disabilities.

The rate structure is as follows:

Residential I

This rate of-\$93.25 includes room and-board, personal care and supervision, as well as services identified in each person's IHP. A day service supplement for persons over 21 is \$20.25 for a per diem total of \$113.50.

For non MH/MR individuals a clothing allowance of \$2.00, and personal spending allowance, when applicable, of \$2.00 per day (\$4.00 combined) will be billed in addition to the basic rates.

Residential II

This per diem rate, \$97.50 or \$118.00 (including day services for persons over 21 years of age) applies to individuals who, due to significant limitations in medical, behavioral or functional area's, as documented in the person's IHP, require additional and/or more intensive services than are provided in Residential I.

These services include:

- addition direct service staff hours
- more frequent medical and nursing contact;
- more intensive leisure and recreational support and
- monitoring from a recreation therapist;
- additional support and consultative specialities, such as psychiatric, neurological, physical therapy and others.

Clothing allowance of \$2.00, and personal spending allowances, when applicable, will be \$2.00 per day (\$4.00 combined).

Residential III

This per diem rate of \$110.00, or \$132.50 with day services for persons over 21 years old, applies to individuals who are diagnosed as having Prader-Willi Syndrome and, as such, require an -intensive, specialized environment ,which includes staff training and substantial medical and dietary supports.

Clothing allowance of \$2.00, and personal spending allowance, when applicable, will be \$2.00 per day (\$4.00 combined).

Residential IV

This rate of \$127.75, or \$154.75 with day services, applies to those adolescents and adults with mental retardation who require more intensive residential programming due to concomitant emotional or predelinquent behaviors:

- a. Adolescents and adults with a developmental disability who have had involvement with the juvenile justice system, and who have been, or are in danger of being, incarcerated for one or more juvenile offenses. These individuals require a highly structured environment which includes socialization training, intensive individual and group counseling, and a high degree of behavioral support.
- b. Children and adults with a developmental disability who have a significant mental health component, which has been manifested by the need for psychiatric support, including inpatient hospitalization. These individuals require a highly structured environment with intensive behavioral and psychiatric supports, individual and group counseling, and a small staff to persons served ratio.

Clothing allowance of \$2.00, and personal spending allowances, when applicable, will be \$2.00 per day (\$4.00 combined).

Residential V

This rate of \$189.00, or \$214.00 with day services, applies to individuals, who due to the onset or occurrence of unexpected or unanticipated medical, behavioral or psychiatric difficulties, require short term, highly individualized staffing levels for all or a significant part of the day. Cost of this service will be determined according to level of need in consultation with and approval by the referring agency and will be for a period of 30 days. Should this service be required beyond 30 days, extension will be formally requested from the referring agency.

Residential VI - Supported Living

This rate of \$57.00 applies to individuals who do not require **24 hour supervision and programming, but do need staff support** for 10-20 hours per week in order to function independently.

Residential VII Adult Day Services

this rate of \$25.00 applies to non-residents of Keystone who are enrolled in either Adult Day or Vocational Services.

SA:cm

cc: Keystone City Residence
Scranton Counseling Center
Tri-County Human Services Center
Office of Mental Retardation, N.E. Region
Michael A Barbetti, C.P.A.

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STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B-2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER: KEYSTONE CITY RES INC

DATE: 5/14/98

CONTRACT NUMBER: 02ZC9Z

THIS ANNEX B-2 SUPERCEDES THE
ANNEX B-2 DATED:

FEDERAL 10 NUMBER: 231641380

SECTION I: RATES

PROGRAM	UNIT	RATE	TYPE	EFFECTIVE PERIOD --		
SERVICE	OF SERVICE	PER UNIT OF RATE		FROM	TO	
RES I RES 11	CLIENTDAY	9325	FIXED	07/01/98	06/30/99	07/01/98
RES 111	CLIENTDAY	97.50	FIXED	06/30/99	07/01/98	06/30/99
RES VI	CLIENTDAY	110.00	FIXED	07/01/98	06/30/99	07/01/98
FAMILY LVG	CLIENTDAY	57.00	FIXED	06/30/99		
	CLIENTDAY	60.00	FIXED			
VOCI	CLINETNDAY	29.92	FIXED	07/01/98		06/30/99
VOC 11	CLIENTDAY	30.29	FIXED	07/01/98		06/30/99
VOC 111	CLIENTDAY	3325	FIXED	07/01/98		06/30/99
• RESPITE CAMP	CLIENT/DAY	86.50	FIXED	07/01/98		06/30/99

• THIS RATE IS ESTABLISHED FOR USE IN THIS CONTRACT BY
THE PRIOR YEAR RES I RATE AS CONFIRMED BY I-S-W CTYS MH MR OFFICE

• THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

SECTION II: CONTRACT STIPULATIONS

- A The service capacity of the Provider is _____ for the term of this contract (Check if not applicable)
- B. The Provider shall submit to the Department a monthly, quarterly, semi-annual, annual report certifying to the actual program expenditures CONSISTANT with the Provider's approved budget set forth in the contract budget This report is due _____ days after the end of the reporting period. (Check if not applicable)
- C. The Provider shall submit to the Department a monthly, quarterly, semi-annual, annual report certifying to the actual units of service delivered during the reporting period. This report is due 10- days after the end of the reporting period. (Check if not applicable)
- O. Other:

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B-2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER: KEYSTONE CITY RES

DATE: 5/14/98

INC

CONTRACT NUMBER: 02ZC9Z

THIS ANNEX B-2 SUPERCEDES THE
ANNEX B-2 DATED:

FEDERAL ID NUMBER: 231641380

A Limitations: Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider agency and used in the establishment of the rate(s) is subsequently found to be materially incomplete or inaccurate. In addition, if the rate(s) agreed to herein was/were calculated based on cost contained in the contract budget (Annex B), acceptance of the rate(s) is predicated on the conditions that (1) no costs other than Provider agency costs were included in the Annex B as finally accepted; (2) all costs reflected in the contract's reimbursable ceiling are allowable under the governing costs principles; and (3) similar types of costs were accorded consistent accounting treatment

B. Types of rates:

- 1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when actual costs are reported.
- 2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually one year.

C. Notification of State agencies: Copies of this document may be furnished to other State agencies as a means of notifying them of the information it contains.

D. Special remarks:

SECTION IV: SIGNATURES

BY THE PROVIDER AGENCY

BY THE DIVISION


SIGNATURE

SIGNATURE

Robert J. Fleese

Douglas B. McGruther NAME

NAME

Executive director

Acting Director TITLE

TITLE

5/14/98

DATE

June 15, 1998
DATE

"OFFICE OF CONTRACT ADMINISTRATION										KEYSTONE CITY RES INC									
REV.03/01/98										IDDD/DHS/NJ									
CONTRACT#										02ZC9Z									
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06/30/99										ACTION RENEW 141m B									
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										ANNEX B (budget)									
										- Contract Information Form									
										- Contract Expense Suoma ry									

Select CONTRACTS CONTRACT NUMBER:

OFFICE OF CONTRACT ADMINISTRATION
CONTRACT AUTHORIZATION FORM

gional CA: John Yorke

Former CA: John Yorke

AGENCY: KEYSTONE CITY RES INC

IN CARE OF: PO
BOX: STREET1:
STREET2: CSZ: 406 N WASHINGTON AVENUE

FEDERAL ID: 231641380
CHARIY REG:
COUNTY: OUT-OF-STATE
PHONE: 717-346-7561

SCRANTON, PA 18503

DIRECTOR: R J FLEESE
TITLE: -EXECUTIVE DIRECTOR

CONTRACT ID:	02ZC9Z
CONTACT TYPE:	FIXED
CONTRACT START:	07/01/98
AGENCY TYPE:	PROFIT

NUMBER OF PROGRAMS: 2
CONTRACT END: 06/30/99
PAYMENT METHOD: DIRECT

BUDGET #	SERVICE	PROGRAM NAME	CEILING	SLOTS
99PC023R	PIC	RES	3/805/947.00	110
99PC023V	PIC	VOC	774,160.00	104
			\$4/580,107	

REMARKS

RENEWAL

APPROVALS:

CONTRACT ADMINISTRATOR:

DATE:

CONT~~SUPERVISOR:

DATE:

J

TITLE,

CA 34;

PRINT DATE:

JUN 13/1998

15:33

BUDGET	TRANSACTION	CEILIN5	FY98	FY99	FY Z000	OBLIGATION	OBLIGATION
NUMBER	DATE	ADJUSTMENT	ADJUSTMENT	ADJUSTMENT	TYPE		

KEYSTONE CITY RES INC/022092

ACCOUNT NUMBER							
99P023R	JUN 13, 1998	3805947		3805947	RENEWAL	3805947	O 3805947
99P023V	JUN 13, 1998	774160		774160	RENEWAL	774160	0 774160
<hr/>							
SUBTOTAL		4580107	0	4580107	0	4580107	0 4580107
SUBCOUNT 2							
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TOTAL		4580107	0	4580107	0	4580107	0 4580107
COUNT	2						

FMERtC									
timated Reimbursable Ceiling Calculation				Provider:	KEYSTONE CITY RES INC				
OCNDDDDHSINJ									
				Fed 10 #	231641380				
Administrator:		JY							
				Contract #	02ZC9Z				
Action:		RENEW							
				FY'99 RATE					
								Estimated Reimbursable Ceiling	
Program 10 #		SelVice	RatelUnit	Units/Client	# Clients		SelVice	Program	
99PC023R		RES I	9325	365	5	1	1,735,848.75		
		RES II	97.50	365	5	3	1,886,137.50		
		RES f((110.00	365	3		120,450.00		
		RES V1	57.00	365	2		41,610.00	,"3: go 5,!!!t	
		FAMILYLVG	60.00	365	1		21,900.00	""	
99PC023V		VOCI	29.92	247	5	1	376,902.24		
		VOC II	30.29	247	5	2	389,044.76		
		VOC III	3325	247	1		8,212.75	I	
								7'Lf-Jbi,	
								:	
99CR001		RESPITE CAMP	86.50	N/A	N/A		N/A		
VOCA TIONAL RATES ARE DETERMINED AS FOLLOWS:									
RES I (OVER 21)			113.50						
LESS RES I			93.25						
TOTAL DIFF			20.25	X 365 =		7,391.25			
						/247 DAYS			
				VOCI=		29.92			
NOTE:		R		V		TOTAL			
ADVANCE BASE		3,600,000		720,000		4,320,000			
ADVANCE.		600,000	-	120,000		720,000			
RECOVER X 6		100,000		20,000		120,000			

1-3

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the " " signature page between the Department and the Provider Agency identified on the signature page.

"WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designed under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:12, and 30:1-20 to administer or supervise the administration of social service and training program and has, "in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium "should the named, insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

"laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations there under; the Americans With Disabilities Act (ADA), 42 U.S.C. 1201 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer (Provider Agency), partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:3232 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status,

agencies, placement bureaus, colleges, universities, and labor unions that it does not discriminate on the basis of age, creed, color, , national origin, ancestry, marital status, affectional or .sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. .

The contractor or subcontractor agrees to revise any of its testing procedures, ' if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The contractor and subcontractor agree to review all .procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27) .

Section 3.06 Department policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the .provider Agency;

Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.09 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U. S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the N.J. Prevailing Wage Act, N.J.S.A.34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

IV. TERMINATION

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' written advance Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

r'. conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department i OR (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to tb4s Contract without the prior written approval of the Department. Such consent to subcontract. shall not relieve the Provider Agency of its *full* responsibilities under this Contract. Consent to the subcontracting of any part of the services .shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate-only as an approval of the Provider Agency's request *for* the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible *for* all -services performed by the subcontractor and all such services shall conform- to the provisions of this Contract.

. Section 5.03 Client Fees. Other than as provided *for* in the Annex (es) and/or Departmental Component specific policies, the Provider-Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services~

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility *for*, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is ~ addition to, the insurance obligations contained in this Contract.

"I

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this

under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, : publish or. otherwise use any work or materials developed under said . contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms" and/or conditions of this Contract, the Department reserves' the, "right" to make all financial and/or programmatic 'adjustments it deems ' appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency, agrees that this Contract is contingent upon availability, of appropriated funding and fulfillment of the following procedure(s):

A separate Contract confirmation letter shall be sent. by the Department's Bureau of Financial Reporting to the Provider Agency prior to the effective date of the Contract. The confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the Bureau of Financial Reporting. The Contract shall not be valid or binding and no payment(s), other than the Initial Advance Payment will be approved until the Bureau of Financial Reporting is in receipt of a properly executed confirmation letter.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be initiated that follows the same procedure as the Contract confirmation letter.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated" or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt or to cause influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure or unwarranted privileges or advantages for the Provider Agency other than any person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

DOCUMENT SUBMISSION

The contracting provider hereby certifies that the following background information documents, if applicable, have been submitted to the Division for review and retention herewith prior to the execution of this contract and agrees to inform the Division of any and all changes Involving those documents which may occur during the term of the contract and comply with CPIM circular P1.0 1. Explanation is required for each item not submitted. Indicate date of submission if item is unchanged as previously submitted.

(-

- ITEM SUBMITTED
YES. I NO

- A Certificate of Incorporation (partnership or trade name registration)
- B Current list of board members (indicate address, officer title and term)
- C Board resolution indicating who is authorized to sign:
--the contract
--state voucher, certification, invoice forms
- check
- 0 - By-Laws
- E US Tax Form 990 111120 6/30/97
- F Bonding certificate
- G Personnel policies / union contracts / hearings policy
- H Affirmative action current Federal approval or NJ certificate or NJ report M-302
- I Code of ethics and/or conflict of interest policy
- J Fiscal policies including procurement, billing, write-off equipment disposition
- K Other essential documents such as certificate a insurance mortgages, leases, etc.
- L Chart showing the organizational structure along WI functional statements noting the duties and/or responsibilities of all units that comprise the organization
- M List all contracts and grants to be awarded (federal, state, local, or private) during the contract term indicating the awarding agency, amount, and purpose
- N Most recent organization wide audit report
- O Provider agency license(s)/registration certificate(s)
- P Current certificate/letter of accreditation
- Q Charitable Registration and Investigation Act - Annual Registration Statement (NJ) Annual
- R Report to Secretary of State (NJ)
- I

	YES. I	NO	DATE
A	✓	✓	
B	✓	✓	
C			
	✓	✓	5/96
0	✓	✓	5/97
E	✓	✓	5/97
F	✓	✓	5/97
G	✓	✓	5/98
H	✓	✓	5/98
I		✓	
J		✓	
K	✓	✓	5/98
L	✓	✓	5/96
M			
N		✓	10/97
O	✓	✓	5/98
P			
Q		✓	
R		✓	
I		✓	

ABOVE

Items marked "" are not applicable to "for profit" organizations. Substitute appropriate documents as indicated below including a signed waiver of confidentiality to comply with P 1.01 11-E-1-C.

- Corporation - US Tax Form #1120
- Partnership - US Tax Form #1065
- Proprietor - US Tax Form #1040

It is the intention of this organization to contract with NJ OHS 000. These documents are submitted to comply with the Contract Proposal Process.

Keystone City Residence Inc.,

Name of organization

Authorized signature

05-14-98

Date

"Submit to:

NJ Division of Developmental Disabilities
Office of Contract Administration
PO BOX 726
Trenton NJ 08625

- L In the instance of a child previously without a parent or guardian available, when a parent or appointed guardian who had been inaccessible again becomes available to exercise his or her role:
- (1) If interim guardianship services are provided, guardianship services shall immediately and automatically cease with written notification to the parent or appointed guardian.
 - (2) If BGS has been appointed by a court as guardian, a termination or change of guardianship is required by the court.
 - (3) In the instance of the return of a parent or a guardian who is deemed by BGS to be unsuitable. BGS shall petition the court of competent jurisdiction for termination of the parent guardianship rights.
 - (4) If a power of attorney lapses or is revoked. BGS shall discontinue services as of the applicable date.
- (b) A referral to the courts for appointment of a guardian shall be made within one year of the initiation of BGS guardianship services.

SUBCHAPTER 4. ROLE AND RESPONSIBILITIES OF BUREAU OF GUARDIANSHIP SERVICES

10:45-4.1 Distinct role of BGS staff

- (a) BGS staff shall function distinctly and independently from functional service units in terms of their interrelation with individuals receiving services from the Division.
- (b) BGS staff shall focus exclusively on the following:
1. Protective services;
 2. Safeguarding individual rights;
 3. Substitute decision-making;
 4. Advocacy on behalf of the individual; and
 5. Maximizing the individual's self-determination.

10:45-4.2 Functions and duties of BGS staff

- (a) In order to exercise their role and responsibilities, for all individuals receiving guardianship services, BGS staff shall be knowledgeable and informed about individual status, program and progress by means of the following:
1. Direct contact Individuals served should be visited at least annually, more often as necessary;
 2. Interviews with staff, service providers, relatives and other involved parties;
 3. Participation at case conferences, individual habilitation plan sessions and other meetings when feasible;
 4. Review of records; or
 5. Utilization of any other appropriate source of information.
- (b) BGS staff shall be responsible to advocate for individuals served in areas including, but not limited to:
1. Placement in the least restrictive environment;
 2. Programs and services appropriate to individual needs;
 3. The exercise of individual rights; and
 4. Self-advocacy.
- (c) BGS staff may give or withhold consent for proposed medical or dental procedures and behavior modification involving the use of Level III techniques as defined in "Levels of aversiveness" at N.J.AC. 10:41-4.3 Such consent shall be premised upon:
1. Adequate information regarding the procedure, the risks involved, anticipated benefits, the possible alternatives and any experimental or irreversible aspects of the proposed procedure. (A second opinion may be requested.); and
 2. Freedom from coercion by other parties.

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- (d) BGS staff may give or withhold consent for access to client records, release of confidential information and/or photographing individuals served consistent with the requirements of N.J.S.A 30:4-23.4 governing confidentiality of client records.
- (e) BGS staff may give or withhold approval *for* major changes of program or transfers.
- (f) BGS staff may give or withhold approval of the IHP.
- (g) Consent or approval as provided-for in (c) through (f) above may be withheld if there is basis *for* an informed judgment by BGS staff that what has been proposed would not be in the individual's best interest or that the potential risks involved would outweigh any anticipated benefit.
- (h) With respect to the decisions described in (b) through (e) above, BGS staff shall encourage the individual to participate in decision-making to the extent of his or her capability. Special care should be taken to ascertain the feelings of the individual whenever possible before making a decision.

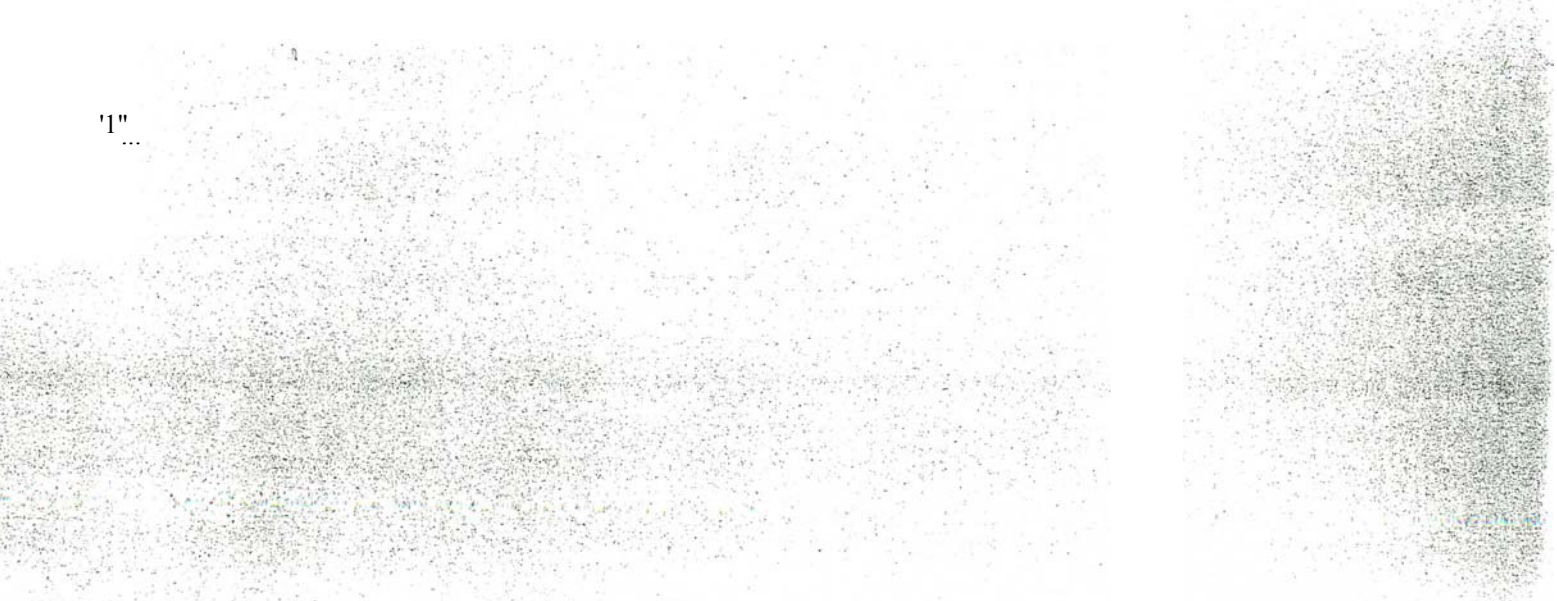
10:45-4.3 Duty to inform

Functional service unit staff shall inform BGS staff promptly *and* comprehensively regarding any significant life events, proposed program changes, or incidents involving individuals being served by BGS.

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SECTION 6
PROCEDURES FOR CLAIM PROCESSING

SUB-SECTION 1 - GENERAL

- 6-1.1. In order to receive Tide XIX reimbursements for providing home and community-based services, the DDD has entered into an agreement with DMAHS to become an independent clinic provider of medicaid service.
- 6-1.2. Individual claims for direct services will be processed through the medicaid mechanized claim processing system. UNYSIS is the medicaid contractor for processing independent *clinic* claims.
- 6-1.3. Claim for administrative costs will be sent directly from the DDD to the DMAHS.

SUB-SECTION 2 - RESPONSIBILITIES

- 6-2.1. The Office of the Actor, Community Care Waiver, will be responsible for:
- a. The selection of individuals who will receive community care waiver program services;
 - b. The preparation, maintenance and dissemination of a master list, or updates as necessary, of individuals who are receiving community care waiver program service;
 - c. The preparation and submission of claims for direct services provided to individuals who receive community care waiver program services;
- 6-2.2. The Regional Assistant Directors for Community Services DDD, in conjunction with the Office of the Chief of Staff will be responsible for insuring that individuals maintain eligibility for SSI and/or medicaid only benefits.

SUB-SECTION 3 - PROCESSING INDIVIDUAL CLAIMS FOR DIRECT SERVICES

- 6-3.1. Based on the master list of individuals who are eligible to receive community care waiver program services, the Office of the Administrator, Community Care Waiver, will prepare and submit individual claims as prescribed by the DMAHS regulations.
- 6-3.2. Monthly claims for direct services will be submitted in accordance with procedures developed within the claims processing section of the Community Care Waiver Unit

SUB-SECTION 4 - ADMINISTRATIVE CLAIMS

- 6-4.1 The DDD Management and Fiscal Operations Unit is responsible for administrative cost claims based on a Cost Allocation Plan.
- 6-4.2. The Cost: Allocation Plan represents the cost finding and reporting methodology employed to determine the reasonable, allowable and allocable administrative costs incurred by the DDD in the administration of its various community-based program activities. Administrative costs include all expenditures for salaries, wages, fringe benefits, rent, equipment, supplies, etc., required to operate. Payments to providers of services to clients or applicants are excluded.
- 6-4.3. This Plan is in accordance with Federal rules and regulations contained in 45 CFR., Part 95 and is approved by the Federal Department of Health and Human Services. .
- 6-4.4. A quarterly cost report is prepared based on this approved *plan*.. The cost report reflects the reimbursable administrative costs allocated to the various programs.
- 6-4.5. Claims for administrative costs will be sent directly from the DDD to the *DMAHS*.

Appendix F

Billing Process and Records Retention (b.)

The records maintained are the Monthly Client Attendance 2nd Service Hours Report, the Sponsor Monthly Billing Report for Services Rendered, and the State of New Jersey Invoice, AR SO/54.

The Monthly Client Attendance and Service Hours Report is used to document the provision of personal care services in a group home or supervised apartment, habilitation services, and certain respite services.

The Sponsor Monthly billing Report for Services Rendered is used to document the provision of Personal Care services in a Skill Development Home.

The State of New Jersey Invoice, AR SO/54, is used to document the provision of respite services.

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