



**Section II.**

By making application on behalf of the above-named youth, the legal representative or guardian agrees to the following statutes.

- A. The placing legal representative or guardian shall maintain a cooperative relationship with REST ASSURED, LLC with respect to any and all matters (programming, goals, development, social involvement, problem solving, etc.) concerning the above-named youth.
- B. The placing legal representative or guardian shall keep REST ASSURED, LLC, knowledgeable of any court hearings, funding meetings (FAPT/CAT), school meetings and any other conferences, which pertain to the above-named youth.
- C. The placing legal representative or guardian shall provide REST ASSURED, LLC with regular updates regarding the above-named youth’s family and social network.
- D. The placing legal representative or guardian shall maintain regular contact with the above-named youth, including telephone calls, visits and written notice of agency-sponsored events. In addition, the placing legal representative or guardian shall commit to attending a staff meeting at least once each quarter to discuss the named youth’s overall progress and development in the program.
- E. The placing legal representative or guardian shall provide information to the above name youth and REST ASSURED, LLC regarding agency-sponsored provisions for independent living through their respective jurisdiction. This includes, but is not limited to, laws or agency regulations regarding youth 18 and older, independent living stipend support, financial aid, I.L. conferences and other resources, which will help to further their pursuit of successful independence.

Legal Guardian’s Initials: \_\_\_\_\_

**SECTION III.**

As a licensed provider through DBHDS with structured group home services for male youth with behavioral, emotional and mental health needs; REST ASSURED, LLC, agrees to the following provisions.

- A. REST ASSURED, LLC, shall provide for the guidance, care-taking and overall social, educational, physical, mental and emotional well-being of each youth admitted into the program.
- B. REST ASSURED, LLC, shall provide daily instruction, constructive feedback and encouragement to all youth in support of their overall mental, physical, educational, social and independent living skills development. This includes individualized and group facilitation guided through the development of goals, objectives and strategies.
- C. REST ASSURED, LLC, shall assess and monitor each youth’s overall needs and develop objectives, goals and strategies for progression toward achievement. Objectives, goals and strategies will be arranged in individualized service plans, which shall be developed for each youth. These plans will be developed by

program staff through assistance from the resident, their legal guardian, placing agency, school personnel, biological family members and other persons who may be able to contribute support to this process. Regular evaluation of each plan will enable an accurate assessment of each youth progress and continuing needs.

- D. REST ASSURED, LLC, shall provide for the therapeutic needs of each youth through weekly-individualized and group therapy and counseling groups in the home. Provision shall also be made for youth to participate in mental health and all related appointments outside of the home as necessary. REST ASSURED, LLC, shall ensure that licensed individuals with specific training and expertise with the adolescent population shall perform all therapeutic services.
- E. REST ASSURED, LLC, shall promote and advocate on the behalf of the educational needs of each youth admitted into the program. Promotion entails requiring each resident to participate in study sessions with trained tutors to facilitate individualized study, homework completion, or reading as well as incorporating exposure to educationally based internet and televised programs, outings and groups in the local community. Advocacy includes weekly school visits, participation in IEP meetings, disciplinary conferences and other proactive interventions with school personnel for the overall benefit of each youth. We will assist each youth to explore opportunities for pursuit of vocational and career-oriented training as well as opportunities to attend specialty schools and/or college.
- F. REST ASSURED, LLC, shall utilize least to most restrictive tools for behavior modification with each youth. These tools include a point sheet, which provides structured accountability for required tasks and responsible behavior. A level/phase system will be implemented to allow residents the opportunity to gain merit for their positive progress and encourages completion of the different phases of the program. Youth will **not** be disciplined using means of seclusion, time out, mechanical restraint, corporal punishment, or through any other action that is humiliating, degrading or abusive. Consequences will be distributed in accordance with restricting certain privileges, not including telephone access to their legal guardian, a family member or legal representative or visitation privilege at the home from a person approved by their legal guardian. All disciplinary action shall be documented.
- G. REST ASSURED, LLC, shall maintain continuing communication with each youth's legal guardian / referring worker through telephone calls, submission of monthly, quarterly and discharge reports and random and scheduled meetings as needed.

Legal Guardian's Initials: \_\_\_\_\_

**SECTION IV.**

The placing agency/legal representative, authorizes the following provisions for mental, medical and dental treatment.

- A. REST ASSURED, LLC shall provide for the mental, medical and dental needs of each youth. Such treatment shall include well and sick care, emergency care, assessments, hospitalization, surgical treatment (additional consent will be

requested prior to the procedure) and any other procedure, which requires response to the youth's overall well-being. A representative from the program shall notify the placing agency / legal representative of any emergency medical, mental or dental treatment. Documentation of all health-related interventions and procedures shall be maintained in the youth's case record.

- B. REST ASSURED, LLC, shall obtain all information pertinent to each youth and their care in relation to their educational, medical, psychological and behavioral needs. (This is information other than the documentation required for admission.)
- C. REST ASSURED, LLC, staff shall represent each youth as a custodial guardian with the ability to sign school forms, medical emergency forms and other documents requiring consent following communication with their legal guardian.

Legal Guardian's Initials: \_\_\_\_\_

#### **SECTION V.**

The following statutes shall address the provider's response to non-permitted absences (AWOL) from the facility or designated location.

- A. REST ASSURED, LLC, shall follow outlined procedures for any youth who is deemed AWOL from the facility or designated location. These procedures include, but are not limited to, contacting the youth's legal guardian, probation official (if applicable) and the local police to file an adolescent missing person's report.
- B. 48 hours after a resident has been deemed AWOL from the group home facility and all appropriate responses have been completed, the program's director shall convene a meeting with the resident's legal guardian or agency representative to determine a plan of action for the continuation of his placement.
- C. Any resident who is AWOL for 14 days consecutively will be declared as discharged from the REST ASSURED, LLC program. All personal items will be returned to his legal guardian or agency representative and a discharge report shall follow 14 days from his official discharge date.

Legal Guardian's Initials: \_\_\_\_\_

#### **SECTION VI.**

The following statutes shall address all financial obligation's regarding the above-named child's placement in the REST ASSURED, LLC program.

- A. The placing agency shall assume the responsibility of providing the above-named youth with adequate clothing at the time of their placement in the group home program and periodically throughout the tenure of their stay through clothing vouchers authorized by the referring locality.
- B. REST ASSURED, LLC shall not assume any financial responsibility for any property damaged or stolen by the above-named youth. This includes, but is not

limited to, property belonging to other residents, property belonging to staff and any part inside or out of the program's facility. The financial responsibility for any such damage or theft committed by the youth beyond a reasonable doubt will be submitted to the youth and his legal guardian for repay. Payment arrangements may be optional.

- C. REST ASSURED, LLC, will provide vehicular transportation for all residents and provide bus tickets during occasions when residents are engaged in public transportation exercises. (Residents will be taught how to utilize means for public transportation.)
- D. Any medical or dental costs incurred on the youth's behalf, which are not covered through Medicaid or other insurance sources shall be the sole responsibility of the placing and/or funding agency.
- E. The placement and/or funding agency shall assume responsibility for the financial obligation associated with the above-named youth's placement with REST ASSURED, LLC. The daily rate for services rendered is \$450.00 with the monthly fee totaling \$13,500.00(30 days) and \$13,950.00 (for months w/31 days). The placing or funding agency is primarily responsible for Room and Board in the amount of \$303.78/day. The fees for Daily Supervision is \$146.22 to be paid by Medicaid, provided approved by Magellan.

Funding Agency Initials: \_\_\_\_\_

## **SECTION VII.**

The following statutes shall govern visitation and provider sponsored trips away from the facility.

- A. REST ASSURED, LLC, shall not restrict the youth's legal guardian or approved parent(s) from visitation, with advanced notice. This provision reduces the potential for the youth to be interrupted from regularly scheduled programmatic activities such as school and therapy. Other persons including family members (other than immediate relatives), associates and friends will need to call to arrange visits with the youth during times not confined to study time, psycho-educational groups, meal times and sleeping hours.
- B. REST ASSURED, LLC, agrees to notify the youth's legal guardian before approval of any overnight visits away from the facility. (Permission for overnight visits is also determined based upon the resident's progress through the program's point and level system.)
- C. REST ASSURED, LLC, will work with the youth's legal guardian and other relatives to coordinate visitation resources for day and overnight visits with family members during major holidays such as, but not limited to Thanksgiving and Christmas.
- D. Any provider sponsored vacations or trips outside of the State of Virginia will be presented to the youth's legal guardian in writing for documented consent. Amenable arrangements will be provided for any youth who is not permitted through his legal guardian to participate in vacations or trips outside of the State of Virginia.
- E. A copy of the program's rules regarding visitation by persons other than the

resident's legal guardian shall be made available to the resident, legal guardian and others who may visit the facility.

Legal Guardian's Initials: \_\_\_\_\_

**SECTION VIII.**

The following statutes details the responsibilities of both the REST ASSURED, LLC program and the referring agency in addressing and ensuring a plan for the resident's educational needs.

- A. The placing agency and the client's legal guardian shall be responsible for ensuring that REST ASSURED, LLC obtains all of the necessary information pertaining to this resident's educational history and current status prior to their first full day in the program. This includes, but is not limited to their report card, current IEP, progress/interim reports, contact information for previous and current schools attended, disciplinary notices/records, attendance records and any other documents that will be essential to supporting their continued educational advancement.
- B. REST ASSURED, LLC, shall ensure that all resident's eligible for school placement shall be in a school program including a public school program, alternative school placement, behavioral support school environment, vocational school and night school. The program will not provide home school provisions for any of its residents.
- C. REST ASSURED, LLC staff shall provide oversight and monitoring of each resident's behavioral and academic progress in their school program. This includes school visits, contact sheets requiring teacher comments and signatures and participation in any meetings concerning the resident's progress.
- D. REST ASSURED, LLC shall require all residents to participate in tutoring services offered through the program by trained. Qualified personnel. The sessions will be held Sunday-Thursday within the home and shall promote structured study, individualized study, homework completion, reading, math and writing skills development and include the use of the internet and televised educational resources.
- E. Any resident whose educational needs exceeds the approved educational options presented in statute B will be considered for discharge based upon the program's inability to continue to provide the necessary support for their educational status. This is inclusive of residents who present the potential for expulsion from their school program. The continuation of their placement will be determined following a meeting convened with the resident, the program director, their legal guardian, referring agency representative and /or parent (if applicable).

Legal Guardian's Initials: \_\_\_\_\_

**SECTION IX.**

The following statutes detail the program's policy and procedures regarding discharge planning as well as conditions and criteria, which could lead to placement disruption and subsequent discharge.

- A. Upon admission all residents will be assessed and gauged to determine

future planning towards successful discharge from the group home program. Discharge planning (measurable goal and strategy development) will be documented on the resident's ISP and updated each quarter.

- B. The following offers criteria for all discharges from the group home program. Individuals can be discharged from the program if . . .
- The individual is not demonstrating compliance with outlined program requirements and therefore not making progress within the program consistently for 60 or more days.
  - The individual is consistently disruptive, combative with staff and peers, unable to maintain safe behaviors in a community-based setting and demonstrates the need for additional services in a more structured environment.
  - The individual makes a request to be discharged after having met with their legal guardian, counseling and clinical staff to determine appropriate problem solving and fair expression of their feelings.
  - The guardian / referring worker request that discharge take place before the period outlined by the program.
  - The resident successfully completes all ISP objectives and requirements of the program and is discharged to a more independent setting or some other appropriate setting where they their skills can be actualize.

Legal Guardian's Initials: \_\_\_\_\_

**SECTION X:**

The following statutes provide details of the program's emergency preparedness plan, including provisions for each resident's essential needs should there be any reason to evacuate the group home facility.

- A. The REST ASSURED, LLC has developed and established an emergency preparedness plan to ensure proper planning and execution in the event that there is any natural or imposed emergency which challenges the safety and security of the resident population and facility. Such emergencies include natural disasters, fire, terrorism, serious threats of actual harm to individuals, workplace violence, missing persons, severe injuries, flood, power failure, water supply loss and any inclement weather.
- B. REST ASSURED, LLC shall review the emergency preparedness plan and procedures regularly with both residents and staff to ensure understanding and accuracy to execute should any instance of emergency occur. There shall be monthly fire and evacuation drills to ensure routine practice of procedures to safely and swiftly egress from the facility. All evacuation drill shall be documented and reviewed each month. Any need for residents to be relocated to an alternative living environment has been designated to a local hotel or

appropriate shelter as stipulated by Richmond Emergency Management Services. Any such emergencies shall be documented and reported to the resident's legal guardian, the referring agency, the office of licensing, office of human rights, Richmond Emergency Management Services, local authorities and/or the Red Cross.

Legal Guardian's Initials: \_\_\_\_\_

By signing this placement and funding agreement, I acknowledge that I am the placing youth's legal guardian and am bound by law to ensure provision for his overall well-being. I authorize placement of the named youth at the REST ASSURED, LLC facility and along with persons representing the placing and funding agencies will work with staff from this facility to ensure compliance with the statutes, as outlined in this agreement.

\_\_\_\_\_  
**Signature of Resident's Legal Guardian:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Printed Name:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Placing Agency:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Funding Agency:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Rest Assured, LLC Representative:**

\_\_\_\_\_  
**Date:**