EXHIBIT 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION

M.B. by his next friend Ericka Eggemeyer, et al.,	)	
Plaintiffs,	)	
v.	)	Case No. 2:17-cv-04102-NKL
Jennifer Tidball, et al.,	)	
Defendants.	)	

JOINT SETTLEMENT AGREEMENT

It is hereby agreed, upon the stipulation and agreement of the parties, through the undersigned, that this action is settled, subject to the approval and continuing jurisdiction of the United States District Court for the Western District of Missouri, on the following terms and conditions:

I. Definitions. The following terms are defined as follows for purposes of this Settlement Agreement ("Agreement"):

A. "Case File" or "Case Record" refers to the paper record and/or electronic record established and maintained by the Children's Division pertaining to a member of the class.

B. The "Case Manager" or "Case Management Staff" refers to the Children's Division or Foster Care Case Management Agency staff member(s) assigned to manage the case of the child in foster care and/or the Case Manager's supervisor.

C. **"**Child" or "Children" refers to all persons under the age of 18 in Children's Division foster care custody.

D. "Children's Division" or "CD" refers to the Children's Division of the Department of Social Services, established by MO. REV. STAT. Chapters 207, 210, 660.

E. "Defendants" as used in this Agreement refers to all defendants in the case of *M.B., et al. v. Tidball, et al*., Civil Action Number 2:17-cv-04102-NKL, including but not limited to

Jennifer Tidball, in her official capacity as Acting Director of the Missouri Department of Social Services, and David Kurt, in his official capacity as Director of the Children's Division (Directors Tidball and Kurt may also be referred to in this Agreement as the "Defendant State Officials").

F. "Department of Social Services" or "DSS" refers to the Missouri Department of Social Services established under Mo. Const. art. IV, § 37 and MO. REV. STAT. Chapter 660.

G. "Foster Care Case Management" refers to entities contracted with DSS and/or CD pursuant to MO. REV. STAT. Chapter 210.112, to provide case management services to children placed in CD custody pursuant to MO. REV. STAT. Chapters 207.020.1(17), 210.181, by an order of the juvenile or family court pursuant to MO. REV. STAT. Chapter 211.

H. "Missouri Foster Care Program" refers to 24-hour substitute care for children placed away from their parents or placed in CD custody pursuant to MO. REV. STAT. Chapters 207.020.1(17), 210.181, by an order of the juvenile or family court pursuant to MO. REV. STAT. Chapter 211. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and preadoptive homes.

I. "MO HealthNet Division" or "MHD" refers to the MO HealthNet Division of DSS established by MO. REV. STAT. Chapter 208 and 660. MO HealthNet is Missouri's medical assistance program on behalf of needy persons pursuant to the Title XIX, Public Law 89-97, 1965 amendments to the federal Social Security Act, 42 U.S.C. § 301 *et seq*.

J. "Plaintiffs," "the Class," "Class Members," or "Members of the Class," as used in this Agreement, refer(s) to "all children in Children's Division foster care custody who presently are, or in the future will be, prescribed or administered one or more Psychotropic Medications while in state care" as the class certified by Judge Nanette K. Laughrey on July 19, 2018, in the case of *M.B., et al. v. Tidball, et al.*, Civil Action Number 2:17-cv-04102-NKL.

K. "Psychotropic Medication" refers to pharmaceutical drugs included in the following drug classes: (1) Antipsychotics, (2) Antidepressants, (3) Lithium, (4) Stimulants, (5) Alpha agonists (*e.g.*, clonidine or guanfacine), (6) Anxiolytics/hypnotics (*e.g.*, benzodiazepines and nonbenzodiazepines), and (7) Anticonvulsants/mood stabilizers.

L. "Qualified Psychiatrist" refers to a board-certified child and adolescent psychiatrist identified by CD to, among other duties, conduct medication reviews as described in this Agreement. As set forth in this Agreement, the role of the Qualified Psychiatrist may be filled by a board-eligible child and adolescent psychiatrist or a board-certified adult psychiatrist as described in Sections III.D.1-2.

M. "Relative Provider" refers to a grandparent or any other person related to another by blood or affinity or a person who is not so related to the Child but has a close relationship with the Child or the Child's family. The status of a grandparent shall not be affected by the death or the dissolution of the marriage of a son or daughter.

N. "Resource Provider" refers to individuals providing foster care to children placed in the legal custody of CD in a foster family home or foster family group home. Consistent with

MO. REV. STAT. Chapters 210.565, 210.660 and 13 C.S.R. Chapters 35-60.010(1), this definition does not apply to residential placements and in-patient hospitals.

O. "Statewide Clinical Consultant" refers to the entity identified by CD to coordinate medical and behavioral aspects of pediatric care for CD, which will include, if available as described elsewhere in this Agreement, a Qualified Psychiatrist.

II. Recitals

A. The provisions of this Agreement resolve all existing disputes in the case of *M.B., et al. v. Tidball, et al.*, Civil Action Number 2:17-cv-04102-NKL and satisfy and resolve the claims of the Named Plaintiffs and the Plaintiff Class for injunctive and declaratory relief in the above-entitled case as of the date of this Agreement.

B. This Court has subject matter jurisdiction and personal jurisdiction over this action and, therefore, the authority to enter an order approving this Agreement.

C. Upon approval of this Agreement, this Court shall have continuing jurisdiction over this action to enforce and ensure compliance with the terms of the Agreement for as long as the Agreement remains in effect, including through the exercise of its contempt power.

D. Any Missouri state agency designated as the Title IV-E agency responsible for the care, protection, and/or supervision of Plaintiff Class Members shall be bound by the provisions of this Agreement to the extent authorized by law. For as long as this Agreement remains in effect, all provisions of this Agreement referring to the "Department of Social Services," "DSS," "Children's Division," or "CD," shall apply to any successor Departments, Divisions, or agencies. It is further understood that DSS and/or CD shall include in their contracts with private child placing agencies a provision requiring that private agency Case Managers meet the requirements contained in this Agreement in relation to the Case Manager function and shall monitor their compliance with those contracts.

E. This Agreement, along with any or all of its provisions, is not, and shall not be construed to be, an admission of liability on the part of any Defendant, including DSS, CD, and the Defendant State Officials, concerning any of the claims and allegations in the complaint in this litigation. Defendants expressly reaffirm their position that DSS's policies and procedures do not violate and have not violated the constitutional rights of the Plaintiff Class as a whole or individual members of the Plaintiff Class as alleged in Plaintiffs' complaint. Defendants believe that this Agreement is part of a compromise and therefore involves activities, changes to policies, and changes to procedures that are not mandated by, and which go beyond, the requirements of any substantive and procedural components of the Due Process Clause of the United States Constitution. As discussed elsewhere in the Agreement, Defendants reserve the right to raise these issues at any time, including in any proceeding to enforce this Agreement or any proceeding for modification of or relief from this Agreement.

F. All of the terms and conditions of this Agreement are contained herein, and the parties do not intend to create or imply any commitments that are not set forth herein.

G. CD, from time to time, promulgates and publishes policies relating to its work on behalf of the children in its custody. Defendants may introduce or modify policies and procedures that are necessary for the protection of children and families served by DSS, MHD, and CD consistent with this Agreement, or are otherwise necessary to comply with or implement any changes in federal or state law. In entering this Agreement, Plaintiffs do not endorse any current or future CD policies; rather, this Agreement is a compromise of disputed matters between the parties, the terms and conditions of which are strictly set forth herein.

H. Defendants do not speak for the Missouri Legislature, which has the power under Missouri law to determine the appropriations for the State of Missouri, including Missouri's child welfare and Medicaid programs. However, at least annually after Court approval of this Agreement, and consistent with existing state budgetary practices and legal requirements, Defendants shall request state funds and any federal/special fund authorization Defendants determine sufficient to effect the provisions and outcome measures set forth in this Agreement in connection with any budget, funding, or allocation request to the executive or legislative branches of State government.

I. The parties acknowledge that this Agreement shall be controlled by and implemented in accordance with the United States Constitution and federal law and is subject to federal court supervision and enforcement. The parties further acknowledge that this Agreement will be implemented consistent with the Missouri Constitution and state law insofar as the provisions of the Missouri Constitution and state law do not conflict with controlling federal law.

J. This Agreement shall constitute the entire integrated Agreement of the parties. No prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein in this matter or in any other proceeding. Amendments to this Agreement may be made upon mutual agreement and signature of the parties, and approval of the Court.

K. No delay or omission by any party in exercising any of their rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

L. The parties and their counsel have mutually contributed to the preparation of this Agreement. Accordingly, no provision of the Agreement shall be construed against any party on the grounds that one of the parties or its counsel drafted the provision.

M. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

N. DSS may, in its discretion, engage one or more contractors for purposes of conducting the activities set forth in this Agreement. As of the commencement date of this Agreement, DSS, on behalf of CD, has contracted with the University of Missouri-Columbia to constitute a Center for Excellence within its Department of Psychiatry to undertake responsibilities which include making recommendations to CD on the development and implementation of policy for conducting certain secondary reviews and to conduct certain secondary reviews, consistent with the terms of this Agreement. The

contract is attached as Exhibit A for illustrative purposes only. Nothing in this Agreement shall be construed to state or imply that Plaintiffs are third party beneficiaries to the contract or have any right to enforce the contract with the Center for Excellence. Nothing in this Agreement shall be construed to imply that the contract with the Center for Excellence is incorporated by reference in or enforceable through this Agreement.

O. DSS and CD shall maintain sufficient records to document compliance with all of the requirements of this Agreement as provided in the "*M.B. vs. Tidball* Settlement Agreement: Exit Criteria and Data Sharing Chart." The chart is attached hereto and incorporated by reference herein as Exhibit B. During the period of this Agreement, DSS and CD shall maintain all records required by or developed under this Agreement. These records may be kept as physical copies or in an electronic format at the discretion of Defendants.

P. The parties agree that Plaintiffs are prevailing parties, at least in part, pursuant to 42 U.S.C. § 1988, provided that this Agreement does not limit or foreclose any argument Defendants may wish to make as to the amount of any award of attorneys' fees and costs, including but not limited to arguments that the amount of fees or costs should be zero or should otherwise be reduced because of the degree of success Plaintiffs achieved regarding a particular aspect, claim, or component of the case. Plaintiffs' position is that they meet the definition of prevailing party under the statute and case law as to all aspects, claims or components of the case, and that this Agreement does not limit or foreclose any argument Plaintiffs may wish to make in support of that position. Plaintiffs and Defendants otherwise reserve all rights with respect to expenses in connection with this litigation, including reasonable attorneys' fees and nontaxable costs, as permitted by 42 U.S.C. § 1988 and Fed. R. Civ. P. 23(h). The parties intend to submit the issue of expenses to the Court for a decision and order in the context of a contested motion.

Q. Nothing in this Agreement shall be construed to authorize or require the parties to release any personal information pertaining to individual Members of the Class, except as permitted by the Protective Order. The provisions of this Agreement are subject to all federal and state laws governing the confidentiality of information pertaining to Class Members and third parties such as parents, guardians, other family members, and resource parents. The Protective Order entered on March 6, 2018, Dkt. No. 106, shall remain in full force and effect for the duration of this Agreement unless amended by written agreement of the parties or modified by the Court.

R. Defendants' obligation to collect and share medical and other confidential information with third parties is limited by and subject to federal and state laws and policies governing confidentiality, patient privacy, and access to medical records and other protected health information. Nothing in this Agreement shall be construed to require Defendants to collect and distribute health records (including protected health information as defined in the Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d *et seq*.) and other confidential records of individuals other than the records of the Child.

S. The parties agree that the provisions of this Agreement are limited in scope to resolving the federal constitutional claims of Plaintiff Children in the case of *M.B., et al. v. Tidball*,

et al., Civil Action Number 2:17-cv-04102-NKL, for injunctive and declaratory relief concerning the administration of Psychotropic Medications to Plaintiff Children.

T. This Agreement is intended to provide a class-wide solution to specific issues covered by the Agreement. Nothing in this Agreement is intended to, or shall be construed to provide, an individual right of action to enforce this Agreement to any other governmental entity (including the United States), third party, individual Class Member, individual, or group of Class Members. Nothing in this Agreement is intended to, or shall be construed to imply, any right of action, private or public, to enforce the provisions of Title IV-E of the Social Security Act or any other provision of federal or state law. Nothing in this Agreement shall apply to or shall be construed to provide a remedy in an individual case.

III. Specific Commitments

A. *Staff and Training*

1. CD shall maintain a full-time employee who shall be solely responsible for overseeing the implementation of policies and procedures concerning the use of Psychotropic Medications for Children in CD foster care.
2. Case Management Staff Training
    a. CD shall ensure that all Case Management Staff (within the first six months of service or within six months of entry of this Agreement for all current employees) receive four hours of pre-service training on Psychotropic Medications, including, but not limited to, the definition and classes of Psychotropic Medications; Food and Drug Administration ("FDA")-approved versus off-label use of such medications; the possible risks, benefits, and interactions of such medications; alternative forms of treatment; and CD's policies with respect to informed consent, secondary review, and medical records. At least one hour of such training shall be part of the program currently known as Child Welfare Practice Training, or any successor training program. However, no Case Management Staff member will be authorized to provide informed consent unless and until he or she successfully completes this training and the informed consent policy training. Until such time an assigned supervisor shall fulfill the informed consent functions.
    b. CD shall ensure that all Case Management Staff receive at least one hour of annual in-service training on Psychotropic Medications, including on any new, relevant developments, policies, and practices, for example, new known adverse effects or combinations of Psychotropic Medications.
    c. CD shall ensure that if the training consists of a pre-recorded presentation, a process is in place for staff to be able to submit questions and receive answers to those questions.
    d. Attendance at all trainings shall be documented and tracked.
    e. Completion of pre-service and in-service trainings shall include successful completion of an examination testing the subject matter included in the training.

3. Resource Provider Training

    a. CD shall require as a condition of licensure that all Resource Providers licensed after the effective date of this Agreement receive two hours of pre-placement training on Psychotropic Medications, including, but not limited to, the definition and classes of Psychotropic Medications; FDA-approved versus off-label use of such medications; the possible risks, benefits, and interactions of such medications; alternative forms of treatment; and CD's policies with respect to informed consent, secondary review, and medical records.

    b. For Resource Providers with a valid license as of the date of this Agreement, CD shall encourage them to complete this training within six months of entry of this Agreement. CD shall further require successful completion of the training as a condition for renewal of the license.

    c. CD shall require, as a condition of licensure, all licensed Resource Providers to complete at least one hour of annual in-service training on Psychotropic Medications, including on any new relevant developments, policies, and practices, pertaining to Psychotropic Medications, including but not limited to new, known adverse effects or combinations of Psychotropic Medications. CD shall offer all other, non-licensed Resource Providers the opportunity to attend and participate in the trainings offered in this section.

    d. CD shall ensure that if the training consists of a pre-recorded presentation, a process is in place for Resource Providers to be able to submit questions and receive answers to those questions.

    e. Completion of pre-placement and ongoing trainings shall include successful completion of an examination testing the subject matter included in the training.

    f. Nothing in this Agreement shall be construed to require CD to require or ensure non-licensed Resource Providers complete the training, including Relative Providers who decline to become licensed or Resource Providers designated by order of a court.

    g. Nothing in this Agreement shall be construed to require CD to remove a Child from a placement if the Resource Provider does not complete the training.

4. CD shall, as needed but at least twice per year, offer interactive webinar trainings on Psychotropic Medications to the child welfare community serving children in Missouri, including foster care staff, Resource Providers, Court Appointed Special Advocates ("CASA"), guardians ad litem ("GAL"), and attorneys for children and parents.

5. CD shall maintain sufficient Case Management Staff, subject to state budget, appropriations, and authority to increase the number of state full-time employees, to perform the functions assigned to them in CD policy related to Psychotropic Medications, including but not limited to, informed consent and engagement in the secondary review process where indicated. CD shall use the following tools to assess staffing levels:

    a. CD shall conduct an annual survey of a statistically representative sample of Case Management Staff to assess their ability to perform the functions assigned to them in CD policy related to Psychotropic Medications. CD will post the results of the

survey on CD's website, with notice to Plaintiffs' Counsel. The results of the survey shall be published on or before February 15 for the previous calendar year.

b. CD shall conduct an annual survey of a statistically representative sample of Resource Providers and prescribers (and others as CD deems appropriate), to assess the availability of Case Managers for the purposes of providing informed consent, getting Children to medical appointments, and engaging in secondary review. CD will post the results of the survey on CD's website, with notice to Plaintiffs' Counsel. The results of the survey shall be published on or before February 15 for the previous calendar year.

B. ***Medication Monitoring***

1. Every Child shall have a mental health assessment with a DSM-based diagnosis documented in the Child's Case File prior to being prescribed a Psychotropic Medication. In the case of a Child who comes into CD foster care with an existing Psychotropic Medication prescription, CD may continue to administer such medication until the necessary evaluations have been made.
2. Every Child prescribed a Psychotropic Medication shall have medical examinations as indicated by the current Bright Futures/American Academy of Pediatrics "Recommendation for Preventive Pediatric Health Care," or "periodicity schedule," or more frequently if recommended by the prescriber.
3. Every Child prescribed a Psychotropic Medication for ongoing use (more than a single dose) shall have, documented in the Child's Case File, monitoring appointments with a prescriber at least every three months, or more frequently if indicated by the prescriber.
4. Every Child prescribed a Psychotropic Medication shall receive concurrent non-pharmacological treatment at the frequency and duration recommended by the prescriber.

C. ***Medical Records***

1. Maintaining Medical Records

a. *System-Building and Reporting.* Defendants are committed to developing and operating one or more statewide systems for maintaining medical records and/or medical information of each Child in the custody of CD, consistent with federal and state law and CD policy. The parties agree and understand that the system(s) may be developed and/or implemented incrementally in phases. The parties further agree and understand that it may be necessary to test the feasibility and cost-effectiveness of implementing the system(s) or parts of the system(s), through pilot projects. Defendants shall provide semi-annual reports, made available on DSS's or CD's website, describing progress made toward this goal and the status of any current or forthcoming efforts. After the Agreement is approved by the Court, the report for the period ending June 30 will be provided no later than August 15 of that year, and the report for the period ending December 31 will be provided no later than February 15 of the following year.

b. *Record.* CD shall exercise reasonable and diligent efforts to compile and maintain the medical record for each Child in CD foster care. This medical record

shall include full and accurate medical information and history for each Child in CD custody, including but not limited to the following:

i. Medical and surgical history;

ii. Dental history;

iii. Psychosocial history;

iv. Past mental health and psychiatric history, including medication history and documented benefits and adverse effects;

v. Past hospitalization or residential treatment history;

vi. Allergies;

vii. Immunizations;

viii. Current and past medications, including current dosage and directions for administration;

ix. Family health history;

x. Treatment and/or service plans;

xi. Results of any clinically indicated lab work;

xii. The names and contact information for all of the Child's current and past mental health, dental, and medical providers; and

xiii. Signed consent forms, including but not limited to those for Psychotropic Medications.

c. *Process and Documentation.* Efforts by CD staff to obtain the information described in Section III.C.1.b shall be documented in the Child's Case Record. To the extent applicable, such efforts shall include but not be limited to accessing Medicaid claims data, requesting information from current and past medical care providers known to CD, reaching out to the Child's health insurance plan, gathering records from past foster care episodes, and gathering records and information from parents (whose rights have not been terminated) or guardians and other family members involved in the Child's healthcare.

d. *Staffing.* CD shall maintain an adequate number of full time staff members statewide for the purpose of gathering and maintaining full and accurate medical information and history for each Child. CD will have 12 such staff members at the time this Agreement is executed, and may adjust the number of staff members thereafter, depending on needs and circumstances, with notice to Plaintiffs' Counsel. So long as this Agreement is in effect, CD shall undertake at least an annual assessment of staffing needs, and will seek funding for "medical record" positions as needed.

2. Access to Medical Records

a. *System-Building and Reporting.* Defendants are committed to developing and operating one or more systems whereby pertinent medical records and/or medical information of the Child will be made available to appropriate members of the

Child's treatment team, consistent with federal and state law and CD policy. Subject to these federal and state laws and policies, including all laws and policies regarding confidentiality, patient privacy, and access to medical records, the Child's treatment team may include Resource Providers (such as foster parents), a GAL, medical care providers, the Family Support Team ("FST"), parents, Case Managers, and CD staff. Defendants shall provide semi-annual reports, made available on DSS's or CD's website, describing progress made towards this goal and the status of any current or forthcoming efforts. The report for the first half of a year will be provided no later than July 31 of that year, and the report for the second half of a year will be provided no later than January 31 of the following year.

b. *Initial Placement.* Upon initial placement, the assigned Case Manager will ensure that the Health Care Information Summary (CD-264), and the Child/Family Health and Developmental Assessment (CW-103) if provided by the parent or legal guardian, are completed and provided to the Resource Provider within 72 hours when possible, but no later than 30 days following placement. Efforts by the assigned Case Manager (or other staff tasked with gathering medical records) to obtain this information shall be documented in the Child's Case File.

c. *Subsequent Placement.* Whenever a placement change occurs, the Case Manager will provide to the new Resource Provider an updated version of CD-264 and a copy of all Monthly Medical Logs (CD-265) for the Child's prior foster care placements. This information will be made available at the time of placement, but no later than 72 hours following placement. This history shall include all information gathered and provided at the time of initial placement and all additional information maintained by the previous Resource Provider (including information that has been provided to the Case Manager).

D. *Secondary Review*

1. *General.* CD will implement and maintain a system for conducting secondary reviews of prescriptions of Psychotropic Medications prescribed to Children in the legal custody of CD. The secondary reviews will be conducted by a board-certified child and adolescent psychiatrist ("Qualified Psychiatrist") through a Statewide Clinical Consultant as defined in Section I.O, above. Secondary reviews provided for in this Agreement are separate from and in addition to any reviews conducted by MHD.

2. *Qualified Psychiatrist.* CD will exercise good faith efforts to recruit and retain the services of one or more Qualified Psychiatrists to conduct the secondary reviews. In the event that, despite those efforts, CD is unable to retain a Qualified Psychiatrist for a period of time, the secondary reviews or any other reviews assigned to a Qualified Psychiatrist under this Agreement may be conducted in the interim by a board-eligible child and adolescent psychiatrist or a board-certified adult psychiatrist. For purposes of this Agreement, secondary reviews conducted by a board-eligible child and adolescent psychiatrist or a board-certified adult psychiatrist hired or contracted to conduct secondary reviews in the absence of a Qualified Psychiatrist shall be deemed to have been conducted by a Qualified Psychiatrist.

3. *Reviews Upon Request.* CD foster care staff may make a referral for a secondary review of an individual Child's case if they have concerns about Psychotropic Medications being prescribed to the Child. Other members of the Child's FST, including the Child's parents (if their rights have not been terminated) or legal guardian, the Child's attorney/GAL, the Child's Resource Provider, and the Juvenile Officer, may also submit a request to CD to refer a case for secondary review of the Child's Psychotropic Medications. CD shall ensure that all such requests are referred for secondary review, except that, CD may, in its discretion, decline to perform more than one review for a particular Child within the same 60-day period. Any such review shall be in addition to, not a substitute for, the automatic reviews described in Section III.D.4.

4. *Automatic Review Criteria.* CD and DSS, in consultation with the Statewide Clinical Consultant and the Psychotropic Medication Advisory Committee ("PMAC" or "the Committee"), will establish, consistent with this Agreement, criteria for selecting cases for automatic review. The cases to receive automatic review shall be determined by applying the criteria to a quarterly pull of Medicaid claims data for all Children in foster care.

    a. These criteria shall initially include, as of the date that this Agreement is approved by the Court, the following:

        i. Use of an antipsychotic or atypical antipsychotic medication in a Child age four or younger; and

        ii. For a Child age five or older:

            a) Use of five or more concurrent Psychotropic Medications for 90 days or more;

            b) Use of two or more concurrent antipsychotic medications for 90 days or more;

            c) Multiple prescribers of any Psychotropic Medication for 90 days or more.

    b. Within twelve months from the date that this Agreement is approved by the Court, these criteria shall include the following:

        i. Use of any Psychotropic Medication for a Child age three or younger;

        ii. For a Child age four or older:

            a) Use of three or more Psychotropic Medications for 90 days or more;

            b) Use of two or more concurrent antipsychotic medications for 90 days or more;

            c) Multiple prescribers of any Psychotropic Medication for 90 days or more; and

        iii. A Child is prescribed a dose in excess of the guidelines described in Section III.G of this Agreement.

c. The parties understand and agree that the criteria for identifying cases for automatic review can reasonably be expected to change over time, based on advancements in medical science and health care practice. The parties further understand that Defendants will consult at least annually with their own stakeholder community and medical professionals with respect to the review process and automatic review criteria to be utilized. Defendants may add additional criteria for automatic review at any time.

d. In the event that Defendants wish to alter or discontinue any of the minimum criteria set forth in Sections III.D.4.a-b, except for the dosage criteria, Defendants will submit the proposed changes to the PMAC for study, review, and approval. No changes will be made without the written approval of the PMAC. Defendants may, in consultation with the PMAC, make necessary changes to the parameters of the dosage criteria as needed to reflect advancements in medical science and health care practice. Notice of changes to any of the minimum criteria will be provided to Plaintiffs' Counsel.

5. *Standardized Form or Template.* The request or referral to the Statewide Clinical Consultant for a secondary review shall be made in writing or electronically using a standardized form or template, containing fields for the basic information necessary to conduct the review. The standardized form or template will be developed in consultation with the Statewide Clinical Consultant and may be amended or modified from time to time.

6. *Records to Be Provided for Review.* For secondary reviews conducted under this Agreement, CD shall provide to the Statewide Clinical Consultant access to the information that the Qualified Psychiatrist determines necessary in order to conduct the secondary review, to the extent that the information is reasonably available to CD. This may include the Child's medical history, including clinically relevant records and information, consistent with Sections III.C.1.b-c.

7. *Content of Secondary Reviews.* The secondary review conducted by the Qualified Psychiatrist shall include an assessment of:

   a. The Child's diagnosis(es);

   b. Appropriateness, efficacy, and potential adverse effects or risks of current Psychotropic Medication(s);

   c. The Child's medication history as it relates to Psychotropic Medications prescribed to the Child;

   d. Why the current Psychotropic Medication(s) is/are being used;

   e. Whether the medically necessary lab work and/or baseline health screenings have been completed as they relate to Psychotropic Medication(s) prescribed to the Child, and any adjustments indicated by the results of such labwork or screenings;

   f. A plan to taper off of Psychotropic Medication(s) where medically appropriate;

   g. Whether the documentation supports the diagnosis being treated, recognizing that the Qualified Psychiatrist cannot make a diagnosis; and

h. Whether other non-pharmacological interventions have been or are currently being provided for the Child.

8. *Results of Secondary Review.* The findings and recommendations of the Qualified Psychiatrist shall include documentation of the elements set forth above and identify whether all medical records requested by the Qualified Psychiatrist were made available. The findings shall be transmitted to CD. Except as provided in Section III.D.8.a, CD shall distribute a copy of the findings and recommendations of the Qualified Psychiatrist to: the Child's parent or legal guardian; the individual authorized to provide informed consent for the medication (if different from the Child's Case Manager, parent or legal guardian); the Child's Case Manager; the Child's Resource Provider; and any other person or entity authorized to receive the findings and recommendations by order of a court exercising authority over the Child. CD may provide the Qualified Psychiatrist's findings and recommendations to any other entities or individuals as determined appropriate by CD, including, when appropriate: the Child's GAL, the Child's CASA, other members of the Child's FST, and the Child's medical care providers.

    a. CD shall have the authority to decline to share the findings and recommendations of the Qualified Psychiatrist in the following circumstances:

        i. When a court exercising authority over the Child has entered an order restricting the individual's or entity's access to information pertaining to the Child;

        ii. Where CD determines that sharing the information may endanger the health, safety, and welfare of the Child or another person, or is otherwise contrary to the best interests of the Child;

        iii. Where CD determines that sharing the information may interfere with a child abuse, child neglect, or criminal investigation involving the Child or another Child as a victim; and

        iv. Whenever providing the information is otherwise contrary to law.

    b. CD shall notify an individual or entity in writing when CD denies access to the secondary review. The letter shall include the reason for the denial and an explanation of the individual's or entity's right to seek either:

        i. Administrative review of that decision through a service delivery grievance; or

        ii. Production of the information through the court process, if the information has been restricted by any court and the individual is a party to the underlying juvenile court proceedings.

9. *Workflow and Timeliness of Reviews.*

    a. For secondary reviews requested pursuant to Section III.D.3 of this Agreement, the reviews shall be completed and the recommendations transmitted to the required parties within five business days for outpatient and three business days for inpatient from the day the Statewide Clinical Consultant receives the written or electronic request or referral or, if requested by the Qualified Psychiatrist, any other necessary information.

b. For automatic secondary reviews triggered by the criteria set forth in Sections III.D.4.a-b of this Agreement, the Case Manager shall have ten business days from the date of receiving notice that a Child's case has been flagged for automatic secondary review to collect the materials that the Qualified Psychiatrist requests to complete the review. The Statewide Clinical Consultant shall then have five business days to complete the review.

10. *Documentation.* Documentation of the request for secondary review and the recommendation shall be included in the Child's Case File using the standardized form or process. If access to the Qualified Psychiatrist's secondary review was denied to any individual or entity, a copy of the notification letter described in Section III.D.8.b shall be included in the file.

E. *Informed Consent and Assent*

1. Informed Consent

a. *Policy.* CD shall maintain a policy governing informed consent for Psychotropic Medication. This policy shall include, at minimum, the requirements set forth in Sections III.E.1.a-m. CD agrees to modify its existing policy, where necessary, for this purpose.

b. *Circumstances.* Except in the emergency circumstances set forth in Section III.E.1.l, informed consent must be obtained voluntarily and without undue influence or coercion prior to:

i. The administration of a newly prescribed Psychotropic Medication (to include the continued administration of a Psychotropic Medication administered to a Child under the emergency circumstances set forth in Section III.E.1.l); or

ii. The continued administration of a drug prescribed prior to the Child entering foster care; in which case, the consent must be obtained prior to the expiration of the Child's current prescription or promptly after the Child's first medical appointment upon entering foster care, whichever occurs first.

c. *Limitations and Dosage.* Consent for a specific Psychotropic Medication may not be used to imply consent for a different medication. Consent need not be re-obtained for a dosage change unless the prescriber communicates to CD (through a written form or otherwise) that a dosage exceeds (i) current FDA-approved pediatric dosage guidelines, or (ii) if no such guidelines exist, current FDA-approved adult dosage guidelines.

d. *Review.* Informed consent shall be reviewed by the Child's Case Manager every three months. This review shall include, among other things, what, if any, adverse effects the Child has experienced and whether the symptoms for which the drug was prescribed have been addressed. This review shall be documented in the Child's Case File.

e. *Expiration of Informed Consent.* Except in cases of a medically significant change in circumstances, informed consent shall expire and must be re-obtained 12 months from the date the consent is provided.

f. *Consenting Authority and Process: Prior to Termination of Parental Rights.*

i. The assigned Case Manager shall have authority to grant informed consent for the administration of Psychotropic Medication to a Child in CD custody, (a) provided that CD consults with one or more of the Child's parents, to the extent the parents are available and willing to participate, as discussed in Sections III.E.1.f.ii-iv; and (b) unless another individual or entity is authorized to make the decision by order of the juvenile or family court exercising authority over the Child.

ii. Except as provided in Section III.E.1.f.iii below, and emergency circumstances described in Section III.E.1.l below, (a) every time a healthcare provider recommends the administration of a new Psychotropic Medication, the assigned Case Manager shall make at least two attempts, on different days (which in some circumstances may occur within the same 24-hour period, though still occurring on two different days), to contact a parent (both parents if applicable) to provide notice of the recommendation, unless the parent(s) is already engaged with the healthcare provider; and (b) the Case Manager will attempt to reach the parent(s) by at least two methods (phone, email, in-person, etc.), to the extent two such methods are available for a particular parent. Each attempt by a Case Manager to contact the parent(s) must be documented in FACES or another current case management tool. Contact with the parent(s) shall include a conversation about the recommended treatment, such as diagnosis, purpose, names and dosages of any medications, possible side-effects, required follow-up or monitoring, availability of alternatives, and prognosis without an intervention. Except as provided below, the parent(s) shall be provided the contact information for the Child's treating healthcare provider in order to communicate with them directly, if the parent(s) so chooses. For every informed consent request, the Case Manager shall also engage the Child's Resource Provider, and shall notify the Child's GAL, CASA, and FST in a manner consistent with CD policy.

iii. Notwithstanding any other provision in this Agreement, CD is not required to attempt to notify and/or consult with the parent(s), or give the parent the contact information of the prescribing provider, in the following circumstances:

a) If the parent(s) is unknown, or when CD cannot locate the parent(s) after a good faith search in accordance with CD policy;

b) If the parent(s) has abandoned the Child;

c) If a court exercising authority over the Child has entered an order restricting parental access to information pertaining to the Child;

d) If CD determines that sharing the information may endanger the health, safety, or welfare of the Child or another person, or is otherwise contrary to the best interests of the Child;

e) If CD determines that sharing the information may interfere with a child abuse, child neglect, or criminal investigation involving the Child or another Child as a victim; or

f) If providing the information is otherwise contrary to law.

iv. If a parent disagrees with a Case Manager's informed consent decision, the following process will apply:

a) The Case Manager shall, after being informed and confirming that such a disagreement exists, submit the matter to the Statewide Clinical Consultant within five business days.

b) The Statewide Clinical Consultant shall, within five business days of receiving the request for consultation, review the pending prescription and provide an opinion and recommendation as to the appropriateness and timing of the prescription (including but not limited to whether the Child should begin taking the proposed medication immediately).

c) If a parent does not agree with the recommendation from the Statewide Clinical Consultant, the parent may within five business days (i) initiate a service delivery grievance, or (ii) file an appropriate motion with a juvenile court with authority over the Child.

d) If the Statewide Clinical Consultant has recommended immediate administration of a Psychotropic Medication, then the Case Manager may follow that recommendation, regardless of any pending service delivery grievance or juvenile court motion.

e) If the Statewide Clinical Consultant recommends that immediate administration of a Psychotropic Medication is not required, then the Case Manager will not consent to the medication until any service delivery grievance or juvenile court motion has been resolved.

v. If, after two attempts to contact the parent(s), the assigned Case Manager is not able to reach the parent(s), then the Case Manager may consent to or refuse the administration of the Psychotropic Medication at issue. As described above, the Case Manager will document in the Child's Case File attempts to reach the parent(s), efforts to provide notice, and the decision regarding consent.

g. *Consenting Authority and Process: After Termination of Parental Rights.* If the parental rights of both parents have been terminated, or the court has otherwise restricted both parents' access to medical information about the Child, the Case Manager may provide informed consent for the administration of Psychotropic

Medications without attempting parental notification. The Case Manager remains the consenter until the Child is adopted or until a juvenile court issues an order authorizing an alternate person, such as the pre-adoptive parent, to provide consent. For every informed consent request, the Case Manager shall engage the Child's Resource Provider, and shall notify the Child's GAL, CASA, and FST in a manner consistent with CD policy.

h. *Alternative Consenters.* In the event any member of the FST seeks to serve as the consenting authority for the administration of Psychotropic Medications to a Child, CD will, to the extent permitted by the juvenile court, inform the court and request an opportunity for the proposed alternative consenter to be heard. CD may require, upon appropriate notice, that such a request be in writing with the reasons for the request. CD's responsibility will be only to inform the juvenile court and the parties of the request, not to support the request. Nothing in this Agreement shall be construed to require CD to support the request or to imply that CD or its legal counsel must provide representation to support the request. Notice of the right to pursue this process shall be provided in writing to all members of the FST.

i. *Standardized Form.* Informed consent shall be given by the authorized consenting party in writing or in an electronic format on the standardized form attached as Exhibit C. The standardized form may be amended or modified from time to time after consultation with the PMAC. The signed form must be included in the Child's CD Case File.

j. *Information.* The authorized consenting party shall ensure that he or she has the following information before consent is provided:

    i. The results of the mental health/psychiatric evaluation of the Child including the Child's diagnosis or diagnoses, along with the target symptoms to be addressed by the medication;

    ii. An explanation of the purpose of the medication, the anticipated duration of treatment, and its expected results;

    iii. Whether medically necessary metabolic and other screenings (*e.g.*, bloodwork, BMI, weight), as indicated by the prescriber, have been completed;

    iv. Whether, according to the prescriber, (i) each medication is FDA-approved for pediatric use, or (ii) there are any limitations on FDA-approval related to the age of the Child and the diagnosis;

    v. The short and long-term risks and possible benefits associated with the medication and any combination of medications prescribed, including the nature and possible occurrence of any adverse effects and/or irreversible symptoms;

    vi. Alternative non-pharmacological treatments that have not yet been attempted and their risks and benefits;

vii. Alternative non-pharmacological treatments that were attempted and not successful;

viii. The known allergies of the Child;

ix. The current illnesses of the Child;

x. The psychiatric history and treatments of the Child;

xi. The risks and benefits of not undergoing treatment;

xii. The other medications the Child has received in the past and the Child's reaction to those drugs; and

xiii. Any other information necessary to provide informed consent relating to the medical treatment of the Child.

k. *Mandatory Informed Consent Reviews*

i. Before informed consent may be given in the following circumstances, CD shall ensure that a recommendation from a Qualified Psychiatrist as to whether or not consent should be granted is obtained:

a) A Child age three or younger is prescribed any Psychotropic Medication;

b) For a Child age four or older:

a. Prescription of three or more concurrent Psychotropic Medications for 90 days or more;

b. Prescription of two or more concurrent antipsychotic medications for 90 days or more;

c. Multiple prescribers of any Psychotropic Medication within a 90-day period; or

d. No later than 12 months after the Court approves this Agreement, a dose in excess of the guidelines referenced in Section III.G.

ii. *Standardized Form or Template.* The request or referral to the Statewide Clinical Consultant for a mandatory informed consent review shall be made in writing or electronically using a standardized form or template, containing fields for the basic information necessary to conduct the review. The standardized form or template will be developed in consultation with the Statewide Clinical Consultant and may be amended or modified from time to time.

iii. For mandatory informed consent reviews conducted under this Agreement, CD shall provide to the Statewide Clinical Consultant access to the information that the Qualified Psychiatrist determines necessary in order to conduct the secondary review, to the extent that the information is reasonably available to CD. This may include the Child's medical history, including clinically relevant records and information, consistent with Sections III.C.1.b-c.

iv. The recommendation of the Qualified Psychiatrist shall be communicated in writing to the consenter within five business days for outpatient and three business days for inpatient from the day the Statewide Clinical Consultant receives the written or electronic request or referral or, if requested by the Statewide Clinical Consultant, any other necessary information.

v. Documentation of the request and recommendation shall be included in the Child's Case File using the standardized form or process.

vi. Although the authorized consenter is not bound by the recommendation of the Qualified Psychiatrist, consent may not be given in any of the circumstances identified in Sections III.E.1.k.i.a-b unless and until such recommendation has been provided.

l. *Emergencies.* Notwithstanding any other provision in this Agreement, Psychotropic Medications may be administered by a qualified prescriber without informed consent in an emergency situation. An emergency situation occurs when the purpose of the medication is to protect the life, safety, or health of the Child; to protect the life, safety, or health of others; to prevent serious harm to the Child or others; or to treat current or imminent substantial suffering.

i. In instances of emergency, notification shall be provided to the authorized consenting party as soon as practicable. For a Child in a residential setting pursuant to a contract with CD, CD shall include in its contract a requirement that the contractor shall provide notice to the authorized consenting party within 24 business hours after the emergency administration of the medication. For a Child in a hospital setting, the Child's Case Manager shall inquire within two business days of the Child's hospital discharge to determine whether any Psychotropic Medications were administered on an emergency basis.

m. *Tracking.* CD shall develop and maintain policies and systems that allow for the tracking of informed consent both at an individual-case and aggregate level. CD will track implementation of CD's informed consent policy to evaluate its effectiveness.

2. Informed Assent

a. *Policy.* CD shall maintain a policy governing informed assent to Psychotropic Medication. This policy shall include, at minimum, the requirements set forth in Section III.E.2.a-e. CD agrees to modify its existing policy, where necessary, for this purpose.

b. *Process.* Before providing informed consent for a Psychotropic Medication, the CD Case Manager or supervisor (in coordination with the alternative consenter, if applicable) must seek to obtain informed assent from the youth, consistent with the following:

i. In partnership with the Child's treating healthcare provider, ensure that the Child is informed, in an age and developmentally appropriate manner, of

the recommendation for prescribed medication(s) as part of the Child's treatment plan.

ii. In partnership with the Child's treating healthcare provider, ensure the Child is provided an opportunity to voice his or her reactions or concerns regarding prescribed medication(s).

iii. Ensure that the Child (age 12 and over) and the Child's attorney/GAL (for a Child of any age), is provided notice in writing of:

a) All rights set forth in CD 24.3.9 or subsequent (and/or renumbered) versions of this provision in the Child Welfare Manual, along with the right to file a service delivery grievance or to file a motion with the juvenile court;

b) The right to speak privately with the healthcare provider regarding any proposed Psychotropic Medication;

c) The right to seek a second opinion from a different healthcare provider regarding any Psychotropic Medication; and

d) The right for Children age 12 and over to request that their refusal to assent to the administration of a Psychotropic Medication be reviewed by the Statewide Clinical Consultant. The request will follow the same timeline and requirements set forth in Sections III.E.1.f.iv.a-e.

iv. Give the Child the opportunity to sign a copy of the standardized consent form that has been filled out by the healthcare provider and authorized consenting party, and ensure that the signed form is placed in the Child's Case File.

c. *Expiration of Assent.* Except in cases of a medically significant change in circumstances, informed assent shall expire and must be re-sought 12 months from the date the assent is provided or withheld.

d. *Emergencies.* Notwithstanding any other provision in this Agreement, Psychotropic Medications may be administered by a prescribing physician without seeking informed assent in an emergency situation. An emergency situation occurs when the purpose of the medication is to protect the life, safety or health of the Child; to protect the life, safety or health of others; to prevent serious harm to the Child or others; or to treat current or imminent substantial suffering.

e. *Tracking.* CD shall develop and maintain policies and systems that track the implementation of the provisions set forth in this Section of the Agreement.

F. *Psychotropic Medication Advisory Committee*

1. Defendants will appoint and maintain a Psychotropic Medication Advisory Committee to provide professional and technical consultation and policy advice to DSS, including MHD and CD, on the development and implementation of policy pertaining to the administration of Psychotropic Medications to children in foster care. This Committee may, at Defendants' discretion, be a sub-committee of an existing Board, Commission,

workgroup, or Committee, or it may be a stand-alone committee. The Director of DSS shall appoint a Chairperson and Co-chair of the Committee. In addition to the Chair and Co-Chair of the Committee, the membership of the Committee will include:

a. The Director of CD and/or such staff members of CD as appropriate;

b. The Director of MHD and/or such staff members of MHD as appropriate;

c. A representative or representatives of the Statewide Clinical Consultant;

d. A child and adolescent psychiatrist, who may also be an employee of the Statewide Clinical Consultant;

e. A child and adolescent psychiatrist who is *not* an employee of the Statewide Clinical Consultant (and who may be located outside of the state);

f. A licensed psychologist or other mental health provider with experience working with children and adolescents, who may also be an employee of the Statewide Clinical Consultant;

g. A pediatrician;

h. A representative appointed by the Director of the Missouri Department of Mental Health;

i. An individual with expertise in management of electronic health records;

j. At least three foster children above the age of 13;

k. A current Resource Provider;

l. An attorney who represents children in CD foster care;

m. An attorney who represents parents of children in CD foster care;

n. A pharmacist and/or a pharmacologist with expertise in Psychotropic Medication; and

o. Any other person or representative of any other entity who the Director of DSS determines to have information and/or expertise to contribute to the work of the Committee.

2. The Committee shall meet on at least a quarterly basis, but shall meet as the Committee determines appropriate. The Committee may appoint sub-committees and workgroups as the Committee deems appropriate. Members of the sub-committees or workgroups do not necessarily need to be members of the full committee.

3. The members of the Committee, sub-committees, or workgroups shall serve without additional compensation for their services serving on this Committee, other than expenses actually incurred in the performance of their official duties.

4. The Committee shall prepare an annual report on the work of the Committee and the progress of the Department in implementing these goals. The Committee shall submit the report to the Director of DSS no later than February 15 of each calendar year beginning with February 1 after this Agreement is approved by the Court. A copy of the annual report shall be published on DSS's website.

5. DSS may, in its discretion, withhold and/or redact from the report any information that it determines may be proprietary, confidential or otherwise prohibited from disclosure by federal or state law. This includes, but is not limited to: protected health information of children and families, information that DSS determines may compromise the security of the information systems, information that may be closed or confidential during the contract procurement process, software, proprietary information, and information covered by copyright and/or trademark.

6. The meetings of the Committee shall be governed by the requirements of the Missouri Sunshine Law. MO. REV. STAT. Chapter 610.

G. *Excessive Dosage Guidelines*

1. *Medical and Clinical Guidelines.* As described in Sections III.D.4.a-b and III.E.1.k.i.a-b, this Agreement provides for review of prescriptions for Psychotropic Medications that exceed certain guidelines. The parties agree that the development and implementation of these guidelines require advice from and consultation with medical and clinical experts. The parties further agree that these guidelines will change from time to time based on advancements in medical science, the development of new medications, changing clinical practice, and other considerations.

2. *Referrals.* The parties agree that in some individual cases, generally accepted standards of medical practice may include the prescription of medications on an off-label basis, or the prescription of medications at dosages greater than guidelines specify. The parties agree that if and when this happens, these cases will be referred to the Statewide Clinical Consultant for secondary review.

3. *Excessive Dosage Criteria.* For purposes of this Agreement, for Psychotropic Medications with FDA-approved pediatric dosage guidelines, an excessive dose is one that exceeds the maximum under those pediatric guidelines. For Psychotropic Medications without FDA-approved pediatric dosage guidelines, an excessive dose is one that exceeds the maximum under adult dosage guidelines for approved indications. For medications without FDA-approved pediatric or adult dosage guidelines, or for those prescribed for an off-label use, a prescription will be subject to automatic secondary review if it exceeds the guidelines adopted or created by the Psychotropic Medication Advisory Committee's clinical sub-committee (the "Excessive Dosage Criteria"), as described below.

4. *Clinical Sub-Committee.* Defendants will convene a clinical sub-committee of the PMAC to develop the Excessive Dosage Criteria for use under this Agreement and to generally review the dosage guidelines Defendants are utilizing pursuant to Sections III.D.4.a-b and III.E.1.k.i.a-b.

    a. The clinical sub-committee shall include a Qualified Psychiatrist, a pharmacist and/or pharmacologist, a representative of the Statewide Clinical Consultant, a pediatrician, and a licensed psychologist or other mental health provider with experience working with children and adolescents.

    b. The clinical sub-committee shall develop the Excessive Dosage Criteria in consultation with MHD and CD and their designated experts in computer systems

and child welfare practice, to ensure that the criteria can be implemented in a cost-effective and practical manner.

c. The clinical sub-committee shall review the Excessive Dosage Criteria at least annually.

d. Defendants shall publish the Excessive Dosage Criteria utilized under this Agreement on one or more of DSS's or CD's websites.

5. Defendants shall implement the Excessive Dosage Criteria within 12 months of the effective date of this Agreement.

IV. Data Validation, Enforcement and Exit

A. *Data Validation*

1. The parties agree that Defendants shall retain the services of a Data Validator for purposes of verifying and reporting on a semi-annual basis Defendants' compliance with the exit criteria identified in this Agreement. The Data Validator shall be a third party contractor of the State of Missouri that has had prior experience conducting data validation services for state child welfare agencies. The Plaintiffs agree and understand that the services of a Data Validator will have to be retained in compliance with federal and state law governing procurement of contracts. Defendants will make best efforts to complete this process within four months from the date of this Agreement.

2. The Data Validator shall issue written reports pursuant to the schedule set forth below. The reports shall describe the measurable progress made by Defendants in relation to each of the exit criteria and reportable data elements contained in this Agreement for each six-month reporting period, as well as any issues or challenges encountered or observed by the Data Validator regarding the collection of performance data or its application to the exit criteria and data elements.

3. Sampling, data, and data analysis will be subject to review and approval by the Data Validator. Promptly after the Data Validator is retained, the parties shall work with the Data Validator to determine the appropriate means for measuring and reporting performance on each of the exit criteria and data sharing items, including ensuring that any case reviews conducted for purposes of measuring performance are based on a statistically valid, representative, random sample of Class Members. Data will be provided from the data source identified in Exhibit B. The sample files shall be drawn, without replacement, from Class Members (as opposed to all children in CD custody). The parties agree that a sample is representative if, given the population size, the case review delivers a measurement with a 5% margin of error at the 90% confidence level. A non-exclusive example of a collection or measurement issue the parties must address and resolve with the Data Validator is excluding or limiting the use of Children or employees who "straddle" relevant time periods.

4. The Data Validator shall prepare and provide to the parties an agreed upon template that provides the format for data elements and reporting at the close of each Reporting Period on: (a) Defendants' performance on each exit criterion and (b) Defendants' performance on all data elements specified in this Agreement.

5. Once the parties and the Data Validator have completed the requirements of paragraphs 3 and 4 above, the parties and the Data Validator shall establish the beginning date for the commencement of the first six-month Reporting Period.

6. As specified in Exhibit B, the parties have agreed to percentage-based ranges for measuring compliance with exit criteria. Upon conclusion of the first Reporting Period, performance data on all of the Exit Criteria and Data Sharing items, using the methodology set forth by the Data Validator as described in Section IV.A.3, shall be provided to the Data Validator for purposes of setting the current baseline for performance in each area. The Data Validator shall prepare a report for the first Reporting Period that sets forth these baselines.

7. Upon receipt of the baseline performance data for all of the Exit Criteria and Data Sharing items, the parties shall work with the Data Validator to try to reach agreement on the ultimate percentage for each exit criterion within each range specified in this Agreement. If the parties cannot reach agreement on the ultimate percentage for any exit criterion within 60 days, the Data Validator shall issue a report and specify the percentage within the agreed upon percentage-based ranges.

8. Within 60 days of the end of each Reporting Period, Defendants shall provide to the Data Validator all data, reports, and other information that the Data Validator deems necessary to verify the measure of the agency's performance on each of the exit criteria and reportable data elements in this Agreement. The Data Validator and Defendants may communicate regarding the data and information to be furnished. The parties shall have access, through the Data Validator, to all information made available by Defendants to the Data Validator under the terms of this Agreement.

9. Should the Data Validator need additional documents or information to verify Defendants' performance in any Reporting Period, it shall send a letter to Defendants requesting such documents or information, and the Data Validator shall provide a copy of the request to Plaintiffs' Counsel.

10. Should the Data Validator encounter or identify any issues regarding the collection or measurement of performance data that might bear on Defendants' statistical ability to achieve the performance standard set forth for any of the exit criteria, the Data Validator shall bring the matter to the parties' attention for discussion. If necessary, the matter shall be resolved pursuant to the Dispute Resolution processes set forth in Sections IV.B.1-4.

11. The Data Validator shall issue a draft report setting forth Defendants' progress in relation to each of the exit criteria and identified data elements within four months of the close of the reporting period. The Data Validator may request an extension of time to complete the report, which shall not be unreasonably denied. After receipt of the draft report, the parties shall have 21 days to submit comments to the Data Validator on its findings. Thereafter, within 30 days, the Data Validator shall issue a final report, which shall be a public document, subject to the provisions of Section IV.A.12, below.

12. All non-public information obtained by the Data Validator shall be maintained in a confidential manner. The Data Validator's reports shall be public documents, except that any individually-identifying information and other confidential information protected from disclosure shall be redacted from any public report in accordance with the

Confidentiality Order entered by the Court. The Data Validator's redacted reports shall be published on Defendants' website.

13. The Data Validator shall be permitted to speak separately with all parties.

14. The cost of the Data Validator shall be borne by Defendants.

B. *Enforcement*

1. *Informal Dispute Resolution*. A party that believes the other party is not or may not be in compliance with any provision of the Agreement shall send written notice to the other party specifying the nature of the concern and requesting an opportunity to meet and confer. Both parties shall schedule a mutually convenient time, place, and manner to confer, within 14 business days, to try and resolve the concern. The parties will utilize this informal dispute resolution requirement before taking other actions to enforce the Agreement. To facilitate open discussion, the parties' communications and all information exchanged during this informal dispute resolution process shall be deemed to be part of confidential settlement negotiations and shall not be disclosed or utilized by one party against the other unless mutually agreed, in writing, between the parties. Any agreement generated by this informal dispute resolution process to resolve an issue of concern shall, when appropriate, be reduced to writing.

2. *Corrective Action Plan.* With respect to any of the exit criteria in this Agreement that Defendants have not met for two consecutive six-month Reporting Periods, following the meeting of the parties described above, Defendants will develop a corrective action plan setting forth strategies for bringing performance into compliance. Defendants shall supply the corrective action plan to Plaintiffs' Counsel within 45 days of receiving the Data Validator's report for the second consecutive six-month Reporting Period showing non-compliance with the exit criteria that has not been achieved. The corrective action period shall continue until either the exit criteria are met or six months have elapsed, whichever comes first.

3. *Mediation.* Should the corrective action plan(s) referenced above in Section IV.B.2 not result in the exit criteria being met, the parties shall within 30 days submit the matter to the PMAC and the Data Validator (if applicable) for consultation and comment. In consultation with the PMAC and, if either party so chooses, with the Director of the Mediation and Assessment Program of the United States District Court for the Western District of Missouri, the parties shall endeavor to reach accord on actionable steps to be implemented by Defendants to bring the exit criteria into compliance. The mediation period shall be completed within 60 days unless an extension is mutually agreed upon by the parties. The actionable steps identified in the mediation shall be implemented within six months or such other time frame as mutually agreed by the parties.

4. *Court Intervention.* Should the actionable steps identified in the mediation referenced above in Section IV.B.3 not result in the exit criteria being met, or if a party seeks to modify the exit criteria, either party may choose to request Court intervention. If a party chooses to request Court intervention, that party shall provide the other party with notice of intent to seek Court intervention prior to filing. Such notice shall describe with particularity the issues for which the party is seeking Court intervention. Within ten business days, the receiving party shall have an opportunity to address those issues prior

to the moving party seeking Court intervention. Any relief or modification sought shall be limited to a request for specific performance or specific modification of the provision at issue. Any initial filing with the Court shall not seek any contempt remedy.

5. *Emergency Court Intervention.* If Plaintiffs can show just cause to believe that Defendants have failed to comply with any exit criteria in this Agreement and that this failure has caused or is likely to cause immediate and irreparable injury to the health and safety of the Plaintiff Class, Plaintiffs may seek immediate emergency relief from the Court, bypassing the enforcement provisions in Sections IV.B.1-3. Before seeking such emergency relief from the Court:

    a. Plaintiffs shall give written notice to Defendants of the alleged failure, specifying any such alleged harm or risk of imminent harm. This notice shall include, but is not limited to, all documentation that Plaintiffs rely on to support their decision to seek emergency relief; and

    b. Upon Plaintiffs giving written notice, the parties shall meet and confer to resolve the matter for a period not to exceed 15 business days, unless extended by agreement of the parties.

    c. Plaintiffs shall also contemporaneously submit the notice to seek emergency judicial relief to the Data Validator. The Data Validator shall determine within the 15-day period referenced in Section IV.B.5.b, above, whether the alleged failure noticed by Plaintiffs is contradicted by available, validated performance data. The Data Validator may seek an extension of this 15-day time period, but not greater than 30 days, which may be granted by agreement of the parties. The Data Validator shall provide written notification to the parties stating whether the alleged failure noticed by Plaintiffs is contradicted by available, validated performance data. A decision by the Data Validator that the alleged failure noticed by Plaintiffs is contradicted by available, validated performance data shall foreclose Plaintiffs from seeking emergency Court intervention.

    d. If the parties are unable to resolve the matter during the meet and confer period set forth in Section IV.B.5.b and the Data Validator has not made a determination foreclosing Plaintiffs from seeking relief from the Court, Plaintiffs may seek Court intervention. Upon Plaintiffs' filing a request for Court intervention, the Court will act on a schedule to be determined by the Court. Should Plaintiffs decide to seek Court intervention, they shall file a motion requesting specific performance, as the Court deems just and appropriate, to achieve compliance with the exit criteria at issue. Any initial emergency filing with the Court shall not seek a contempt remedy.

6. *Enforcement of Provisions of the Agreement That Are Not Exit Criteria.* Whenever a party to this Agreement believes that the other party is not or may not be in compliance with any provision of this Agreement other than an exit criterion: (a) The parties shall follow the informal dispute resolution process specified in Section IV.B.1. (b) The responding party shall be given an opportunity to develop and implement a corrective action plan. (c) If the responding party fails to successfully implement a corrective action plan within six months, then either party may seek mediation as provided in Section

IV.B.3. (d) If the parties are unable to resolve their dispute through mediation, the moving party may seek Court intervention pursuant to Section IV.B.4.

7. Each party shall designate a specific individual to be the point of contact for all correspondence and service of notices to each other under this Agreement. The designation shall include the individual's name, address, e-mail address, fax, and voice telephone number. Each party shall promptly notify the other of any changes in the point of contact.

8. The service of notice shall be either by e-mail or by United States Mail. Any notices served by e-mail shall be deemed served at the date and time that the e-mail is sent to the designated point of contact at the designated e-mail address. Any notices served by United States Mail shall be deemed served on the date that they are received by the point of contact for the party at the designated mailing address. Legal notices under this Agreement that are sent by United States Mail shall be sent by certified mail, return receipt requested. The official return receipt acknowledging service shall be deemed sufficient proof to establish receipt. The party claiming that it did not receive service of a notice shall have the burden to establish that the notice was not received if the notice was served in the manner provided under this Agreement.

9. Defendants' compliance with an order of a juvenile or family court exercising authority over a Class Member or group of Class Members in a specific case or specific cases shall not be deemed material non-compliance with this Agreement, even if such court order does not conform to the provisions of this Agreement.

C. *Exit*

1. The parties agree that the chart entitled "*M.B. vs. Tidball* Settlement Agreement: Exit Criteria and Data Sharing," attached as Exhibit B, contains the Exit Criteria and other Data Sharing items for this Agreement. The chart also identifies two Exit Groups.

2. Once Defendants achieve the performance standard for all exit criteria within a designated Exit Group for three consecutive six-month Reporting Periods and comply with any enforcement orders entered by the Court, Defendants shall be entitled to exit from the provisions of the Agreement included within that Exit Group. During the third consecutive Reporting Period demonstrating compliance for purposes of exit, Defendants will be compliant so long as performance on all exit criteria stays within 5% of the original performance target. The parties shall jointly seek an order terminating Court jurisdiction over the Agreement. In the event that Plaintiffs decline to join in such a motion, Defendants may file the motion individually.

3. Without limiting or displacing any other available rights or remedies under this Agreement, the Federal Rules of Civil Procedure, or any other applicable laws or rules, Defendants will exit the Agreement, and the Agreement will terminate:

    a. If the exit criteria have been met at the level and for the duration specified in the Agreement.

    b. In accordance with an order of the Court entered following a motion of either party pursuant to Federal Rule of Civil Procedure 60(b)(5).

FOR THE DEFENDANTS

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Date: 10 June 2019

FOR THE DEFENDANTS

Jennifer Tidball
Acting Director, Missouri Department of Social Services

Date: 6-10-19

FOR THE DEFENDANTS

David Kurt
Director, Children's Division

Date: 6/10/19

FOR THE PLAINTIFFS

By Their Attorneys,

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Date: 6/5/19

FOR THE PLAINTIFFS

By Their Attorneys,

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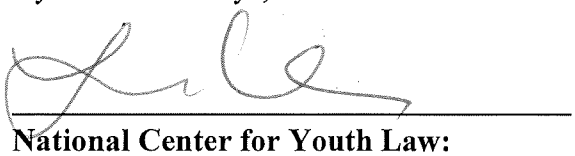
Date: 6-6-19

FOR THE PLAINTIFFS

By Their Attorneys,



National Center for Youth Law:
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Date: 6/5/19

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Date: 6/6/19

IT IS SO ORDERED.

_____
Nanette K. Laughrey,
United States District Judge
for the Western District of Missouri

Date: _____

Exhibit A

Contract For Services

Missouri Department of Social Services
Division of Finance & Administrative Services
Procurement Unit
P.O. Box 1643
Jefferson City, MO 65102

***Contract#*: AOC 19380011**

Title: **Missouri Center of Excellence**

Contract Period: Date of Award through July 31, 2021

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor Information:

Contractor Name: **The Curators of the University of Missouri on behalf of The University of Missouri – Columbia, University of Missouri, Department of Psychiatry**
Mailing Address: **1 Hospital Drive #DC067.00**
City, State Zip: **Columbia, MO 65212**

Contact Person Name and Title: Michelle L. Leaton | Assistant Pre-Award Manager, OSPA

Contact Person E-Mail Address: grantsdc@missouri.edu

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I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Social Services a binding contract shall exist between the contractor and the Department of Social Services, subject to the approval and acceptance of the Division of Purchasing and Materials Management.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

In witness thereof, the parties below hereby execute this contract.

Michelle L. Leaton
Authorized Signature for the Contractor:

Michelle L. Leaton | Pre-Award Manager, OSPA
Name and Title:

7/09/2018
Date

Craig David
Digitally signed by Craig David
DN: cn=Craig David, o=University of Missouri, ou=Office of Sponsored Programs Administration, email=DavidCr@Missouri.edu, c=US
Date: 2018.07.09 14:24:23 -05'00'
Craig David - Director, OSPA

7/9/18
Date

Helen M. Jaco pm
Authorized Signature for the Department of Social Services

July 12, 2018
Date
~~~~~~

1 Introduction and Background Information

1.1 The Missouri Department of Social Services hereinafter referred to as the Department hereby enters into this contract with the Curators of the University of Missouri on behalf of the University of Missouri, Department of Psychiatry hereinafter referred to as the contractor for the purchase of services for The Missouri Center of Excellence in Children's Health Integration, Learning, and Development (Mo-CHILD), hereinafter referred to as the center.

1.2 The center will lead the nation in child welfare, health, and mental health integration. The center will develop and implement innovative multi-system strategies to increase the safety and wellbeing of children and youth involved in child welfare and other related child and family serving systems.

a. The goals of the center will be achieved through simultaneous, integrated, and evolving activities supported by multiple schools within the University of Missouri working collaboratively with each other and with the Missouri Department of Social Services, Children's Division, MO HealthNet Division, Division of Youth Services, Missouri Department of Mental Health and other partners as appropriate.

1.3 The mission of the Missouri Department of Social Services (DSS) is to lead the nation in building the capacity of individuals, families, and communities to secure and sustain healthy, safe, and productive lives.

1.4 The mission of the Children's Division (CD) is to protect Missouri children from abuse and neglect; assuring their safety and wellbeing by partnering with families, communities and government in an ethically, culturally and socially responsible manner.

1.5 The mission of the MO HealthNet Division (MHD) is to purchase and monitor health care services for low income and vulnerable citizens of the State of Missouri. The agency assures quality health care through development of service delivery systems, standards setting and enforcement, and education of providers and participants. We are fiscally accountable for maximum and appropriate utilization of resources.

1.6 The mission of the Division of Youth Services (DYS) is to enable youth to fulfill their needs in a responsible manner within the context of and with respect for the needs of the family and the community.

1.7 The mission of the Missouri Department of Mental Health (DMH) is Prevention, Treatment, and Promotion of Public Understanding for Missourians with mental illnesses, developmental disabilities, and addictions.

1.8 The contract period shall be date of award through July 31, 2021.

2 General Performance Requirements

2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services described herein.

2.2 **Coordination**

2.2.1 The contractor shall coordinate all contract activities with designated representatives of the Department.

2.2.2 The contractor shall attend and/or participate in trainings, meetings and conferences, as required by the Department.

2.2.3 In the course of providing the services required herein, the contractor shall collaborate with other agencies and, resources to ensure streamlined and unduplicated services.

2.3 **Correspondence**

2.3.1 Within five (5) business days of contract award, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's representative servicing the contract.

2.3.2 Electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor. Emails from the Department to the contractor which contain information confidential by law shall be encrypted to protect such from unauthorized disclosure. The contractor shall ensure the timely review and response to e-mailed documents and information.

2.3.3 The contractor shall encrypt any electronic correspondence containing protected information confidential by law. The contractor shall use alternative means of protecting confidential information, such as the use of password-protected attachments, as an "equivalent safeguard" to satisfy that requirement of the contract.

2.4 **Contractor's Personnel**

2.4.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).

a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.

b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and

b. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and

c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.5 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and

b. shall not henceforth be in such violation, and

c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.6 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex285.html), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1,

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit #1 must be submitted prior to an award of a contract.

2.7 **Debarment Certification**

2.7.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

2.7.2 The contractor must complete and submit Exhibit #2, Certification Regarding Debarment, prior to award of contract.

2.8 **HIPAA**

2.8.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

2.8.2 The contractor shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

3 Specific Performance Requirements

3.1 **Responsibilities of the Contractor**

3.1.1 The contractor shall provide full time equivalent (FTE) clinical and support staff, members including a minimum as follows:

a. 1.0 center director;
b. 1.0 psychiatrist;
c. 0.8 licensed psychologists;
d. 2.0 nurse case managers; and
e. 1.0 support administrator.

3.1.2 The contractor shall perform on an as needed basis the duties specified herein to monitor capacity based on workload demands, and work with the Department to adjust staffing levels and funding to ensure the required services are accomplished as follows:

a. Provide active and ongoing review of PROACT reports to identify children in state custody who have hit identified prescribing benchmarks, require lab work or have other health and behavioral health concerns;

b. Provide psychiatric consultation to practitioners on best practice indicators for the use of psychotropic medications with children and youth;

c. Provide psychiatric or behavioral health peer-to-peer consultation regarding treatment plans for specific children;

d. Provide psychiatric or behavioral health consultation to Department caseworkers and supervisors regarding behavioral health needs and issues of children, including but not limited to psychotropic medications and alternative or simultaneous interventions;

e. Utilize telehealth to provide direct psychiatric services as needed in identified areas based on quality and capacity issues in regions of the state and as allowed through technology access in the state and staffing levels outlined in the contract;

f. Provide consultation services as requested by the Department to professionals involved with supporting children in person or via telehealth;

g. Review of aggregate reports through PROACT on children to identify trends and support ongoing program improvement;

h. Provide monthly reports regarding the amount of consultations or other services provided to children as well as any issues/trends identified;

i. Work jointly with the Department to develop strategies to address issues/trends related to the following:

1) Psychiatric and/or behavioral health issues;

2) Education and training of state and contracted staff regarding substance abuse; and

3) Mental health issues of children and parents.

j. Adhere to best practices and clinical guidelines promulgated by professional bodies such as the American Academy of Child and Adolescent Psychiatry, American Academy of Pediatrics, American Psychiatric Association, and the American Psychological Association.

3.1.3 The contractor shall work with the University of Missouri, Child Health Department and other related programs to build additional capacity within the center to include clinical and support staff to provide one (1) FTE Pediatrician and one (1) FTE Pediatric Nurse to perform the following responsibilities shall be implemented within six (6) to twelve (12) months of the begin date of the contract:

a. Coordinate medical and behavioral aspects of pediatric care with Department staff;

b. Work with Department clinical staff to quantify the prevalence and distribution of medical and behavioral health conditions among the Medicaid population;

c. Work with Department clinical staff to risk stratify the population by medical and behavioral health conditions in the population (e.g., identify the subgroups of medically fragile and Serious Mental Illness (SMI);

d. Assist in sorting and managing the population according to acuity and according to the intensity of coordination and management required by the acuity of disease;

e. Follow established preventive schedules such as those promulgated by the American Academy of Pediatrics and monitor the population to assure that the population in aggregate is receiving timely routine preventive visits. Early and Periodic Screening Diagnostic and Treatment (EPSDT) screening, vaccinations, etc., identify outliers, and work with Department clinical and research staff to identify causes and develop solutions to address outliers;

f. Use available electronic medical records to sort the population by medication profiles/drug classes; assess polypharmacy and appropriateness of prescribed medications, including psychotropics and anti-psychotics; and monitor adherence;

g. Facilitate coordination of care of the population with local physicians or providers, including specialists;

h. Provide clinical decision making tools, algorithms, and consultation for common conditions for Department staff;

i. As needed, provide medical consultation to Department caseworkers and supervisors regarding medical needs;

j. As needed, provide peer-to-peer consultation regarding treatment plans for specific children;

k. Provide monthly reports to the Department regarding amount of consultations or other services that were provided to children as well as any issues/trends identified;

l. Work jointly with the Department to develop strategies to address issues/trends related to physical and/or mental health issues;

m. As needed, provide consultation regarding decision making for and management of the medically fragile and SMI populations and other complex medical needs with local physicians and providers;

n. Monitor outcomes and perform surveillance of the population with available tools and MHD research staff and provide quarterly updates to the Department;

o. Work with Department clinical staff on identifying system based issues in the care of the pediatric population which Medicaid can affect;

p. Adhere to best practices and clinical guidelines promulgated by professional bodies such as the American Academy of Child and Adolescent Psychiatry, American Academy of Pediatrics, American Psychiatric Association, and the American Psychological Association.

q. The Pediatrician will also provide the following for the Department;

1) Review of best practices for evaluation and treatment of children in state custody;

2) Integration of clinical knowledge into policy;

3) Consultation on major medical issues;

4) Development and implementation of medical consent policy;

5) Education and training of state and contracted staff, and foster parents to allow informed decision making, consent and medication monitoring;

6) Education and training of medical providers to understand unique needs of children in foster care and state custody;

7) Promulgation of trauma informed care policy and practice to peers for incorporation into behavioral health and medical practices and systems;

- Relationship building with medical providers statewide;
- Participate in second level review process of prescription medications;
- Review and analyze data and reports generated by health information systems.

3.1.4 The contractor shall also provide consultation for specific cases as well as policy planning for the following specialty areas (maximum ten (10) hours per month):

a. Psychiatric Pharmacist;

b. Geneticist; and

c. Medical Ethicist

3.2 **Responsibilities of the Department**

3.2.1 The Department shall provide the following:

a. Authorization for Relias to release a monthly PROACT report to the center identifying aggregate data as well as unique data on individual children prescribed psychotropic medications;

b. Authorization for Relias to work in collaboration with the center in regards to obtaining and formatting data reports;

c. Funding to support staffing and administrative costs of the center to achieve the contract requirements;

d. Permission to work with the Department staff in Central Office as well as across the state to address the needs of individual children or the state child welfare system regarding behavioral health issues;

e. Opportunities to provide training or other educational services to Department staff regarding behavioral health issues as identified jointly through the center and the Department; and

f. Coordination with the center in regards to telehealth or other formats to provide consultation and other services across the state.

3.3 Potential Expansion

3.3.1 The Department may conduct quarterly reviews with the center to determine the potential need for additional staff to manage the growing caseload of children on psychotropic medication including possible areas of expansion as follows;

a. psychiatric consultation (child psychiatrist);

b. clinical consultation (psychologist); and

c. level of nurse case management (NCM);

d. expansion of in person services.

3.3.2 In order to effectively reduce psychotropic medications, the Department and the center may review other areas of development or enhancement such as:

a. access to therapies and adjunctive therapies;

b. trauma,

c. attachment;

d. transition youth;

e. use of residential and inpatient settings, and

f. expansion of therapeutic home settings.

4. General Contractual Requirements

4.1 General

4.1.1 The contract shall consist of the original contract document and any subsequent amendment to the contract.

4.1.2 The Department enters into this contract by the authority of its director. The contractor enters into this contract by the authority of the Curators of the University of Missouri.

4.1.3 The contract shall be interpreted according to the laws of the State of Missouri. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.

a. The contract will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the contract will be amended to make such correction.

4.1.4 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract.

4.1.5 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

4.1.6 Neither party shall transfer or assign any interest in the contract without the prior written consent of the other party.

4.1.7 Unless otherwise specified, the contractor shall be responsible for furnishing all materials, labor, facilities, equipment and supplies necessary to perform the services required herein.

4.1.8 The contractor shall represent itself to be an independent contractor and shall not represent itself or its employees as employees of the Department.

4.1.9 The contractor shall notify the Department of any change of the contractor's official name, address, telephone number, or IRS taxpayer identification number (TIN).

4.2 Amendment, Termination and Renewal

4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.

4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.

a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.

b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.

c. The provisions of the above paragraphs shall apply to any amendment to the contract.

4.2.3 Any change to the contract shall require a formal, written contract amendment executed by both parties. This contract shall not be amendable by implication by course of dealing or by informal agreements between the parties confirmed by letter, e-mail or otherwise.

4.2.4 The Department shall have the right, with the consent of the contractor, to renew or extend the contract. In the event the contract is renewed or extended, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal/extension period.

4.2.5 The contract may be terminated by either party, by giving thirty (30) days advance written notice to the other party at its principal address. The termination shall be effective thirty (30) days from the date of notice or the date specified in the notice. Upon the mutual consent of both parties the contractor shall be reimbursed for all work satisfactorily completed and any non-cancelable obligations incurred prior to the effective date of the termination.

4.2.6 Either party may terminate the contract for breach of contract by providing the other party with a written notice of termination. The termination shall become effective on the date specified in the notice. Payments for project activities or for services shall not be made beyond the date of termination.

4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or hand-delivered to an authorized employee of the contractor.

4.3 **Business Compliance**

4.3.1 The contractor shall comply with all applicable local, state and federal laws and regulations related to the performance of the contract.

4.3.2 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.

4.3.3 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax, to the extent required by law.

4.4 **Subcontracting**

4.4.1 The contractor may subcontract for the good(s)/services required herein, with notification to the Department. The Department reserves the right to reject a subcontractor, with cause. Any subcontract shall include appropriate provisions to ensure fulfillment of all contractual obligations between the contractor and the Department.

4.4.2 The contractor's utilization of a sub-contractor shall not relieve the contractor of the responsibility for providing the goods/services required herein.

4.4.3 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of any subcontract.

4.5 **Personnel and Staffing**

4.5.1 By signing this document, the contractor certifies the following:

a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

c. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies and civil authorities, including the Department.

4.5.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified in the contract. Therefore, the contractor shall ensure:

a. no personnel will be utilized in the performance of the contract who fail to meet specific required qualifications;

b. no substitution of personnel qualifications will be made by the contractor without prior written approval of the Department; and

c. substitutions of personnel made pursuant to this paragraph will be equal to or better than those originally identified.

4.6 **Financial/Recordkeeping Requirements**

4.6.1 The availability of funding for this contract shall be solely determined by the Department and such determination shall be final and without recourse by the contractor.

4.6.2 Monies received from the Department under this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.

4.6.3 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice.

a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

b. The contractor shall not invoice federal, state, or local tax.

4.6.4 The Department reserves the right to audit all invoices and to reject any invoice for good cause.

4.6.5 The Department reserves the right to deduct from an invoice any overpayment made by the Department.

4.6.6 The Department reserves the right to make invoice corrections and/or changes with appropriate written notification to the contractor.

4.6.7 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).

a. The contractor shall allow the Department or its authorized representative to inspect and examine any and all of the contractor's records related to the performance of the contract. Such inspection/examination shall occur at reasonable times during normal contractor business hours. The Department shall provide advance notice to the contractor of the contract period(s) to be reviewed.

b. The contractor shall submit reports, records and other information related to the performance of the contract at the reasonable request of the Department.

4.6.8 In the event federal funds are utilized for the contract, the contractor shall arrange for the contract to be included within the scope of its annual or biennial audit as prescribed in OMB Circular A-133 (Audits of Institutions or Higher Education and other Nonprofit Institutions). A copy of the contractor's completed A-133 audit report shall be provided to the Department upon completion.

a. In the event federal funds are not utilized for contract, the contractor shall provide to the Department a copy of its annual report or statement on compliance and on internal control prepared by its external, independent public accounting firm.

4.6.9 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen within the five (5) year limitation and have not been resolved. The contractor shall retain all records until all audit questions have been resolved. After the required five year period has expired the contractor shall transfer pertinent records to the Department upon written notification to the contractor.

4.7 **Confidentiality**

4.7.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.

4.7.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.

4.7.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

4.7.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;

b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;

c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;

d. Policies and procedures implemented by the State Auditor's Office (SAO) to prevent inappropriate uses and disclosures of confidential information by its workforce, if applicable; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.8 **Insurance**

4.8.1 To the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity, the contractor shall be responsible for all injury or damage which occurs as a result of contract activities or services rendered under the terms and conditions of the contract including liability based upon personal injury, bodily injury (including death) or property damage suffered as a result of the contractor's performance under the contract.

4.8.2 The contractor shall maintain adequate liability insurance or self-insurance in the form(s) and amount(s) sufficient to protect the Department and the State of Missouri against any loss, damage and/or expense related to the contractor's performance under the contract.

a. The contractor shall maintain automobile liability insurance or self-insurance for the operations of any motor vehicle if the terms of the contract require any form of transportation services.

b. The contractor shall maintain adequate liability insurance or self-insurance to cover all medical services rendered if the contract requires the performance of any type of medical service.

c. The contractor shall provide proof of insurance or self-insurance coverage upon request. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.9 **Miscellaneous**

4.9.1 All documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the Department.

4.9.2 Unless otherwise specified herein all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential; and no reports, documentation or material prepared under the contract shall be released to the public without the prior written consent of the Department, unless required by law.

4.9.3 The contractor shall be authorized to use documents, data, reports and accomplishments prepared, developed or acquired pursuant to the contract for internal and/or scholarly publication purposes.

a. In the event the contractor creates a scholarly publication resulting from information gained pursuant to the contract, the contractor shall:

1) include the Department in the publication review process;

2) maintain the confidentiality of client-specific data to the maximum extent required by federal and state law; and

3) give proper attribution in the publication, to the Department, as the source of funding for the project, as follows:

"This project has been funded (in part) by the Missouri Department of Social Services under a contract awarded to the University of Missouri. The contents do not necessarily reflect the views and policies of the Missouri Department of Social Services, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

b. Nothing in this contract shall be construed to require the Department's prior approval of scholarly publications.

5 Invoicing and Payments to the Contractor

5.1 The contractors shall be paid on a monthly basis, one-twelfth (1/12th) of the guaranteed not-to-exceed total annual price for services provided, in accordance with the project budget, attached hereto as Attachment B.

5.1.1 The maximum annual contract amount shall be as follows:

- Date of Award through July 31, 2019 - $1,251,376
- August 1, 2019 through July 31, 2020 - $1,276,340
- August 1, 2020 through July 31, 2021 - $1,302,128

5.1.2 No other payments or reimbursements shall be made to the contractor other than those specified above. In no event shall the total payments to the contractor exceed the total amount allocated to the contractor by the Department.

5.1.3 The contractor shall submit the monthly invoice by the fifteenth (15th) of the following month, to the address listed below:

Department of Social Services
Children's Division
Central Office
P.O. Box 88
Jefferson City, MO. 65103

a. The contractor must indicate on the invoices the month for which the invoice is being submitted.

b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.

c. Final invoices are due by no later than thirty (30) calendar days after the expiration of the contract. The Department shall have no obligation to pay any invoice submitted after the due date.

5.1.5 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work.

5.1.6 The Department, at its sole discretion, may:

a. audit all invoices, in a manner determined by the Department;

b. reject any invoice for good cause;

c. make invoice corrections and/or changes with appropriate notification to the contractor;

d. deduct from an invoice any overpayment made by the Department; and

e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

5.2. The Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must register in the State's MissouriBUYS website at https://missouribuys.mo.gov.

Attachment A – Business Associate Agreement (rev 08-29-13)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

   a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

   b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

   c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

   d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.

   e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

   f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

   g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

   h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

   i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

   j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

      1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

      2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.

   k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

   l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.

7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes

aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.

7.16 The contractor shall to the extent permitted by Missouri law and without waiving sovereign immunity indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

8. **Obligations of the Department**

8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.

8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

   a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract**: In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Attachment B: Center of Excellence Budget (FY19)

Position	Time	Annual Salary	Responsibilities	FTE Adjustment	Fringe
Center Director	1.0	$85,000	• Coordinate and ensure appropriate staffing • Serve as liaison to DSS, CD, MHD, DMH, DYS, and partners • Develop and implement operational protocols • Facilitate ongoing planning and program improvement • Monitor outcomes and prepare and present performance reports • Develop resources and strategic initiatives	$85,000	$27,761
Child Psychiatrist or Fellow	1.000	$200,000	• Review of information provided by psychologist or NCM • Consultation with prescribers • Consultation with non-prescribers • Consultation with non-physician staff of center • Administrative planning meetings as needed • Provision of training as requested by DSS • Limited direct services as requested by DSS • Reports to Director of Child Psychiatry • Maintain up to date information regarding the use of psychotropic medications in children and youth as well as issues that impact children in state custody such as trauma	$189,600	$55,913
Licensed Clinical or Counseling Psychologist	0.80	$85,000	• Timely review of PROACT reports to identify needs of individual children • Timely review of PROACT to identify trends and issues • Consultation with center psychiatric staff • Consultation with non-physician center staff • Consultation/meeting with DSS staff to discuss trends and issues and explore policies and protocols • Provision of training as requested by DSS • Administrative Oversight/Coordinator of center, reporting to Director of Child Psychiatry. This includes provision of monitoring and data reports • Maintain up to date information regarding child welfare and mental health policy and practice issues. Maintain knowledge of mental health and child welfare system in MO	$68,000	$22,209
Pediatrician	1.0	$150,000	• As above	$150,000	$46,230

Pediatric Nurse	1.0	$75,000	• As above	$75,000	$24,495
Nurse Case manager (preferred) Social Worker	2.0	$75,000 (BSN)	Case Management Services children in state custody prescribed psychotropic medications which includes but not specifically limited to: • Identification and obtainment of information needed by center staff to assess child's specific services and issues • Provision of information to DSS staff and contractors as identified by DSS regarding a child's specific issues/needs in person, over the phone/WebEx or via telehealth • Coordination with other health providers and insurance companies including but not limited to Medicaid managed care organizations • Documentation of consultation and other services • Maintain knowledge of MO's child welfare and mental health systems • Identification and reporting of trends and issues to Coordinator	$150,000	$48,990
Specialized Consultation	120 hrs.	$18,000	• Psychiatric Pharmacist • Geneticist • Medical Ethicist	$18,000	
Administrative Support	1.0	$40,000	• Develop and maintain data system in regards to children reviewed, issues identified, contacts and recommendations • Assist in setting meetings and appointments via in person, phone/WebEx or telehealth • Provide administrative support to clinical staff	$40,000	$13,064
Technology		$16,000	• Laptop/tech support for each person on team ($2000 each)	$16,000	
Supplies		$5,000	•	$5,000	
Office Space		$68,763	•	$68,763	
Travel		$2,500	• Mileage to meetings with DSS	$2,500	
Recruiter		$25,000	• Recruitment for Child Psychiatrist	$25,000	
Total				**$892,863**	**$238,662**
Salary & Fringe					**$996,262**
Expenses (Travel, Technology, Supplies, Office Space, Specialized Consultation, Recruitment)					$135,263
Indirect Rate 12%					$119,851
Total					**$1,251,376**

Attachment B: Center of Excellence Budget (FY20)

Position	Time	Annual Salary	Responsibilities	FTE Adjustment	Fringe
Center Director	1.0	$86,700	• Coordinate and ensure appropriate staffing • Serve as liaison to DSS, CD, MHD, DMH, DYS, and partners • Develop and implement operational protocols • Facilitate ongoing planning and program improvement • Monitor outcomes and prepare and present performance reports • Develop resources and strategic initiatives	$86,700	$29,166
Child Psychiatrist or Fellow	1.000	$204,000	• Review of information provided by psychologist or NCM • Consultation with prescribers • Consultation with non-prescribers • Consultation with non-physician staff of center • Administrative planning meetings as needed • Provision of training as requested by DSS • Limited direct services as requested by DSS • Reports to Director of Child Psychiatry • Maintain up to date information regarding the use of psychotropic medications in children and youth as well as issues that impact children in state custody such as trauma	$189,600	$57,600
Licensed Clinical or Counseling Psychologist	0.80	$86,700	• Timely review of PROACT reports to identify needs of individual children • Timely review of PROACT to identify trends and issues • Consultation with center psychiatric staff • Consultation with non-physician center staff • Consultation/meeting with DSS staff to discuss trends and issues and explore policies and protocols • Provision of training as requested by DSS • Administrative Oversight/Coordinator of center, reporting to Director of Child Psychiatry. This includes provision of monitoring and data reports • Maintain up to date information regarding child welfare and mental health policy and practice issues. Maintain knowledge of mental health and child welfare system in MO	$69,360	$23,333
Pediatrician	1.0	$153,000	• As above	$153,000	$48,562

Pediatric Nurse	1.0	$76,500	• As above	$76,500	$25,735
Nurse Case manager (preferred) Social Worker	2.0	$76,500 (BSN)	Case Management Services children in state custody prescribed psychotropic medications which includes but not specifically limited to: • Identification and obtainment of information needed by center staff to assess child's specific services and issues • Provision of information to DSS staff and contractors as identified by DSS regarding a child's specific issues/needs in person, over the phone/WebEx or via telehealth • Coordination with other health providers and insurance companies including but not limited to Medicaid managed care organizations • Documentation of consultation and other services • Maintain knowledge of MO's child welfare and mental health systems • Identification and reporting of trends and issues to Coordinator	$153,000	$51,470
Specialized Consultation	120 hrs.	$18,000	• Psychiatric Pharmacist • Geneticist • Medical Ethicist	$18,000	
Administrative Support	1.0	$40,800	• Develop and maintain data system in regards to children reviewed, issues identified, contacts and recommendations • Assist in setting meetings and appointments via in person, phone/WebEx or telehealth • Provide administrative support to clinical staff	$40,800	$13,725
Technology		$16,000	• Laptop/tech support for each person on team ($2000 each)	$16,000	
Supplies		$5,000	•	$5,000	
Office Space		$68,763	•	$68,763	
Travel		$2,500	• Mileage to meetings with DSS	$2,500	
Recruiter		$25,000	• Recruitment for Child Psychiatrist	$25,000	
Total				**$904,223**	**$249,591**
Salary & Fringe					**$1,018,551**
Expenses (Travel, Technology, Supplies, Office Space, Specialized Consultation, Recruitment)					$135,263
Indirect Rate 12%					$122,526
Total					**$1,276,340**

Attachment B: Center of Excellence Budget (FY21)

Position	Time	Annual Salary	Responsibilities	FTE Adjustment	Fringe
Center Director	1.0	$88,434	• Coordinate and ensure appropriate staffing • Serve as liaison to DSS, CD, MHD, DMH, DYS, and partners • Develop and implement operational protocols • Facilitate ongoing planning and program improvement • Monitor outcomes and prepare and present performance reports • Develop resources and strategic initiatives	$88,434	$30,642
Child Psychiatrist or Fellow	1.000	$208,080	• Review of information provided by psychologist or NCM • Consultation with prescribers • Consultation with non-prescribers • Consultation with non-physician staff of center • Administrative planning meetings as needed • Provision of training as requested by DSS • Limited direct services as requested by DSS • Reports to Director of Child Psychiatry • Maintain up to date information regarding the use of psychotropic medications in children and youth as well as issues that impact children in state custody such as trauma	$189,600	$59,326
Licensed Clinical or Counseling Psychologist	0.80	$88,434	• Timely review of PROACT reports to identify needs of individual children • Timely review of PROACT to identify trends and issues • Consultation with center psychiatric staff • Consultation with non-physician center staff • Consultation/meeting with DSS staff to discuss trends and issues and explore policies and protocols • Provision of training as requested by DSS • Administrative Oversight/Coordinator of center, reporting to Director of Child Psychiatry. This includes provision of monitoring and data reports • Maintain up to date information regarding child welfare and mental health policy and practice issues. Maintain knowledge of mental health and child welfare system in MO	$70,747	$24,514
Pediatrician	1.0	$156,060	• As above	$156,060	$51,016

Pediatric Nurse	1.0	$78,030	• As above	$78,030	$27,037
Nurse Case manager (preferred) Social Worker	2.0	$78,030 (BSN)	Case Management Services children in state custody prescribed psychotropic medications which includes but not specifically limited to: • Identification and obtainment of information needed by center staff to assess child's specific services and issues • Provision of information to DSS staff and contractors as identified by DSS regarding a child's specific issues/needs in person, over the phone/WebEx or via telehealth • Coordination with other health providers and insurance companies including but not limited to Medicaid managed care organizations • Documentation of consultation and other services • Maintain knowledge of MO's child welfare and mental health systems • Identification and reporting of trends and issues to Coordinator	$156,060	$54,074
Specialized Consultation	120 hrs.	$18,000	• Psychiatric Pharmacist • Geneticist • Medical Ethicist	$18,000	
Administrative Support	1.0	$41,616	• Develop and maintain data system in regards to children reviewed, issues identified, contacts and recommendations • Assist in setting meetings and appointments via in person, phone/WebEx or telehealth • Provide administrative support to clinical staff	$41,616	$14,420
Technology		$16,000	• Laptop/tech support for each person on team ($2000 each)	$16,000	
Supplies		$5,000	•	$5,000	
Office Space		$68,763	•	$68,763	
Travel		$2,500	• Mileage to meetings with DSS	$2,500	
Recruiter		$25,000	• Recruitment for Child Psychiatrist	$25,000	
Total				**$915,810**	**$261,029**
Salary & Fringe					**$1,041,576**
Expenses (Travel, Technology, Supplies, Office Space, Specialized Consultation, Recruitment)					$135,263
Indirect Rate 12%					$125,289
Total					**$1,302,128**

Exhibit # 1 (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – Affidavit on File - Current Business Entity Status

I certify that The Curators of the University of Missouri (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (contract) listing the contractor's name and the contract signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted:
Missouri Office of Administration

*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.

Date of Previous E-Verify Documentation Submission: 9/1/2017

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Michelle L. Leaton	Michelle L. Leaton
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
62231	grantsdc@missouri.edu
E-Verify contract Company ID Number	E-Mail Address
The Curators of the University of Missouri	07/09/18
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

pm	7/12/18
Buyer	Date

Exhibit #2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Curators of the University of Missouri	153890272
Company Name	DUNS #
Michelle L. Leaton	Assistant Pre-Award Manager, OSPA
Authorized Representative's Printed Name	Authorized Representative's Title
Michelle L. Leaton	7/10/2018
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Exhibit B

M.B. v. Tidball Settlement Agreement: Exit Criteria and Data Sharing

Practice Area	No.	Agreement Reference	Exit Criteria	Data Sharing – Results to be shared with Plaintiffs' Counsel every six months	Data Source
Exit Group 1 – Medication Monitoring, Medical Records					
Medication Monitoring	1	III.B.1	Did every Child have a mental health assessment with a DSM-based diagnosis documented in the Child's Case File prior to being prescribed a Psychotropic Medication? Exit Criteria – response is yes for 75% to 85% of cases reviewed[1]		Case Review
	2	III.B.2	Did every Child prescribed a Psychotropic Medication have medical examinations as indicated by the current Bright Futures/American Academy of Pediatrics "Recommendation for Preventive Pediatric Health Care," or "periodicity schedule," or more frequently if recommended by the prescriber? Exit Criteria – response is yes for 75% to 85% of cases reviewed	If the examinations did not occur within the required timelines, what was the reason?	Case Review
	3	III.B.3	Did every Child prescribed a Psychotropic Medication for ongoing use (more than a single dose) have monitoring appointments with a prescriber at least every three months, or more frequently if indicated by the prescriber, documented in the Child's Case File? Exit Criteria – response is yes for 75% to 85% of cases reviewed	If the appointments did not occur within the required timelines, what was the reason?	Case Review
	4	III.B.4	Did every Child prescribed a Psychotropic Medication receive concurrent non-		Case Review

[1] For each exit criteria, the exact percentage will be determined by the Data Validator and the parties pursuant to Section IV.7.

Practice Area	No.	Agreement Reference	Exit Criteria	Data Sharing – Results to be shared with Plaintiffs' Counsel every six months	Data Source
			pharmacological treatment at the frequency and duration recommended by the prescriber? Exit Criteria – response is yes for 75% to 85% of cases reviewed		
Medical Records	5	III.C.1	Were reasonable and diligent efforts (including the steps set forth in Section III.C.1.c) made by the Child's Case Manager (or other CD staff) to compile and maintain all available medical records listed in Section III.C.1.b? Exit Criteria – response is yes for 75% to 85% of cases reviewed		Case Review
	6	III.C.2.b	Was a completed copy of the Health Care Information Summary (CD-264) given to the current Resource Provider within 72 hours following initial placement? If not possible, was this document provided no later than 30 days following initial placement? Exit Criteria – response is yes for 75% to 85% of cases reviewed	In how many of the cases reviewed was the CD-264 provided within 72 hours following initial placement? In how many of the cases reviewed was the CD-264 provided within 30 days following initial placement?	Case Review
	7	III.C.2.b	Was a completed copy of the Child/Family Health and Developmental Assessment (CW-103), if provided by the parent or legal guardian, given to the current Resource Provider within 72 hours following initial placement? If not possible, was this document provided no later than 30 days following initial placement?	In how many of the cases reviewed was the CW-103 provided within 72 hours following initial placement? In how many of the cases reviewed was the CW-103 provided within 30 days following initial placement?	Case Review

Practice Area	No.	Agreement Reference	Exit Criteria	Data Sharing – Results to be shared with Plaintiffs' Counsel every six months	Data Source
			Exit Criteria – response is yes for 80% to 90% of cases reviewed		
	8	III.C.2.c	Was an updated version of the Health Care Information Summary (CD-264) for the Child's prior foster care placements given to the current Resource Provider within 72 hours following subsequent placement? Exit Criteria – response is yes for 75% to 85% of cases reviewed		Case Review
	9	III.C.2.c	Were completed copies of all Monthly Medical Logs (CD-265) for the Child's prior foster care placements given to the current Resource Provider within 72 hours following subsequent placement? Exit Criteria – response is yes for 75% to 85% of cases reviewed		Case Review
		III.C.1.a and 2.a.		Semiannual reporting on system building set forth in Sections III.C.1.a and 2.a.	n/a
Exit Group 2 – Training, Secondary Review, Informed Consent/Assent					
Training	10	III.A.2.a	What percentage of foster care staff successfully completed the pre-service training on Psychotropic Medications (including the informed consent policy training)? Exit Criteria – response is 80% to 90%		Aggregate Data
	11	III.A.2.b	What percentage of foster care staff successfully completed the annual in-service training on Psychotropic Medications? Exit Criteria – response is 80% to 90%		Aggregate Data
	12	III.A.3.a	What percentage of licensed Resource Providers successfully completed the pre-		Aggregate Data

Practice Area	**No.**	**Agreement Reference**	**Exit Criteria**	**Data Sharing – Results to be shared with Plaintiffs' Counsel every six months**	**Data Source**
			placement training on Psychotropic Medications? Exit Criteria – response is 75% to 85%		
	13	III.A.3.c	What percentage of licensed Resource Providers successfully completed the annual in-service training on Psychotropic Medications? Exit Criteria – response is 75% to 85%		Aggregate Data
		III.A.5.a		Results of an annual survey of Case Management Staff to assess their ability to perform the functions assigned to them in CD policy related to Psychotropic Medications.	n/a
		III.A.5.b		Results of an annual survey of Resource Providers and prescribers (and others as CD deems appropriate) regarding the experience of foster parents with respect to Children in their care being administered Psychotropic Medications.	n/a
Secondary Review		III.D.3		How many secondary reviews were requested pursuant to Section III.D.3?	Aggregate Data from SCC
	14	III.D.4	Was a secondary review requested by the Statewide Clinical Consultant ("SCC") when required using the automatic review criteria set forth in Section III.D.4.a and, 12 months from the entry of the Agreement, using the criteria set forth in Section III.D.4.b? Exit Criteria – response is yes for 75% to 85% of all cases where review was required		Aggregate Data from MHN and SCC
	15	III.D.5 and 6	For all secondary reviews requested from the SCC, was the standardized request form or template filled out and, if applicable, all reasonably available additional information		Case Review

Practice Area	No.	Agreement Reference	Exit Criteria	Data Sharing – Results to be shared with Plaintiffs' Counsel every six months	Data Source
			requested by the Qualified Psychiatrist provided? Exit Criteria – response is yes for 75% to 85% of all cases where review was required		
	16	III.D.9	For all secondary reviews requested from the SCC, was the review timely completed? Exit Criteria – response is yes for 75% to 85% of all cases where review was required		Case Review
	17	III.D.10	Was the completed secondary review request/recommendation form placed in the Child's Case File? Exit Criteria – response is yes for 75% to 85% of all cases where review was required		Case Review
		III.D.4.a		How many reviews were required for each of the automatic review criteria set forth in Sections III.D.4.a?	Aggregate Data from SCC
				When a review was initiated, did the Case Manager open the email from the SCC within three business days?	Aggregate data from SCC
				Did the Case Manager follow up with the prescriber as per the recommendation of the secondary review? If yes, what were the outcomes? If no, why was contact not made?	Case Review
Informed Consent/Assent	18	III.E.1	When informed consent was required for the administration of Psychotropic Medication, was informed consent obtained consistent with the terms set forth in Section III.E.1? Exit Criteria – response is yes for 75% to 85% of cases reviewed		Case Review

Practice Area	No.	Agreement Reference	Exit Criteria	Data Sharing – Results to be shared with Plaintiffs' Counsel every six months	Data Source
		III.E.1.f		If the Child's parents' parental rights have not been terminated, was the parent engaged consistent with Section III.E.1.f?	Case Review
		III.E.1.f.iv		How many cases were referred to the SCC as a result of a parent's objection to the consenting decision consistent with Section III.E.1.f.iv? What were the results of those reviews?	Aggregate Data from SCC
		III.E.1.f.ii, g and h		Did any member of the Child's FST object to the Child's being administered Psychotropic Medication? If yes, how has this been addressed and/or resolved?	Case Review
		III.E.1.h		If the individual sought to be appointed as the consenting authority, was that matter raised to the juvenile court? If yes, how has this been addressed and/or resolved?	Case Review
		III.E.1.l.i		If a Child in a residential setting was administered a Psychotropic Medication on an emergency basis, as set forth in Section III.E.1.l.i, was notice provided to the consenting party within 24 business hours?	Case Review
		III.E.1.l.i		If a Child in a hospital setting was administered a Psychotropic Medication on an emergency basis, as set forth in Section III.E.1.l.i, did the Child's Case Manager inquire within two business days of the Child's hospital discharge to determine whether any Psychotropic Medications were administered on an emergency basis?	Case Review
	19	III.E.1.i	When informed consent was required for the administration of Psychotropic Medication, was the standardized form filled out and included in the Child's Case File? Exit Criteria – response is yes for 75% to 85% of cases reviewed		Case Review

Practice Area	No.	Agreement Reference	Exit Criteria	Data Sharing – Results to be shared with Plaintiffs' Counsel every six months	Data Source
	20	III.E.1.k.i	Was a mandatory informed consent review requested from the Qualified Psychiatrist when indicated by Section III.E.1.k.i? Exit Criteria – response is yes for 75% to 85% of cases reviewed		Case Review
	21	III.E.1.k.ii and k.iii	For all informed consent reviews requested from the SCC, was the standardized request form or template filled out and, if applicable, all additional information requested by the Qualified Psychiatrist provided? Exit Criteria – response is yes for 75% to 85% of all cases where review was required		Case Review
	22	III.E.1.k.iv	For all informed consent reviews requested from the SCC, was the review timely completed? Exit Criteria – response is yes for 75% to 85% of all cases where review was required		Case Review
	23	III.E.1.k.v	Was documentation of the informed consent review request and recommendation placed in the Child's Case File? Exit Criteria – response is yes for 75% to 85% of all cases where review was required		Case Review
		III.E.1.k		How many reviews were required for each of the mandatory informed consent review criteria set forth in Section III.E.1.k?	Aggregate Data from SCC
	24	III.E.2	If a Child is on Psychotropic Medication, was informed assent sought and documented on the standardized form in the Child's Case File consistent with the terms set forth in Section III.E.2?		Case Review

Practice Area	No.	Agreement Reference	Exit Criteria	Data Sharing – Results to be shared with Plaintiffs' Counsel every six months	Data Source
			Exit Criteria – response is yes for 75% to 85% of cases reviewed		
		III.E.2.b.iii.d		How many cases were referred to the SCC as a result of a Child's objection to the administration of the medication? What were the results of those reviews?	Aggregate Data from SCC
System-wide Utilization Data					
		n/a		For the duration of the Agreement, Defendants shall publish the following data points on the DSS or CD website on a semi-annual basis: 1. Number of children in foster care currently prescribed a Psychotropic Medication compared to the overall number of children in foster care. 2. Percent of children in foster care currently prescribed a Psychotropic Medication. 3. Number of children in foster care identified by each of the following reporting criteria: a. Use of any Psychotropic Medication for a Child age three or younger; b. For a Child age four or older: i. Use of three or more Psychotropic Medications for 90 days or more; ii. Use of two or more concurrent antipsychotic medications for 90 days or more; and iii. Multiple prescribers of any Psychotropic Medication for 90 days or more. 4. Data on the following Child Health Insurance Plan (CHIP) Child Core Set Measures per Healthcare Effectiveness Data and Information Set (HEDIS) specifications:	Aggregate Data

				a. Follow-up care for Children prescribed Attention-Deficit/Hyperactivity Disorder (ADHD) Medication and b. Use of first-line psychosocial care for Children and adolescents on antipsychotics.	

Exhibit C

MISSOURI DEPARTMENT OF SOCIAL SERVICES
CHILDREN'S DIVISION
Informed Consent For Psychotropic Medication

PART A: *To be completed by the case manager – prior to appointment with prescriber*

Name of child	Child's date of birth (month, day, year)
Name of prescriber	Date of office visit
Prescriber office name and address	Prescriber contact number ( )
Purpose of visit: ☐ New Start ☐ Monitoring Appointment ☐ Yearly Consultation Other	Date of diagnosis (*month, day, year*)

Was the youth given medications due to an emergency? ☐ Yes ☐ No
If yes, please explain the situation below:

Is the youth currently prescribed other non-psychotropic medications? ☐ Yes ☐ No
If yes, list:

List any side effects/adverse reactions to previously prescribed psychotropic and non-psychotropic medications:

Part B: *To be completed by case manager in conjunction with prescriber*

List of Psychotropic Medications

Medication Name	Dosage	Duration	Side Effects	Reason for Medication	New Medication	No Changes Made
					☐ Yes ☐ No	☐
					☐ Yes ☐ No	☐
					☐ Yes ☐ No	☐
					☐ Yes ☐ No	☐
					☐ Yes ☐ No	☐

The benefits of usage and non-usage were discussed. ☐ Yes ☐ No

Is this dosage outside best practice guidelines? ☐ Yes ☐ No
If yes, explain. Also comment on any off label usage:

Potential side effects and/or adverse reactions for each medication listed were discussed with the prescriber. ☐ Yes ☐ No

Alternate treatment options were discussed. ☐ Yes ☐ No (check all that apply)

☐Individual Therapy ☐ Family Therapy ☐ Group Therapy ☐ Healthy Eating ☐ Weight/Exercise ☐ Sleep Hygiene ☐ Light Therapy
☐ Other _____

Will lab work be needed while the youth is on this medication? ☐ Yes ☐ No (list medication below and check all that are required – before, during and after)

Medication:
☐Lipids ☐ EKG ☐ TSH/T4 ☐ CBC ☐ CMP ☐ A1C ☐ Medication levels

Medication:
☐Lipids ☐ EKG ☐ TSH/T4 ☐ CBC ☐ CMP ☐ A1C ☐ Medication levels

Medication:
☐Lipids ☐ EKG ☐ TSH/T4 ☐ CBC ☐ CMP ☐ A1C ☐ Medication levels

Potential interactions with other non-psychotropic medications the youth takes was discussed. ☐ Yes ☐ No

Parental Notification:

Legal parent(s) were contacted regarding a recommendation for psychotropic medications: ☐ Yes ☐ No

Comments (Indicate whether the parent(s) were in agreement with the recommendation for medication and/or attempts made to discuss)**:**

Youth Assent (to be completed by youth age 12 -17 years of age):

My rights have been explained to me (the prescriber talked to me about the above medications, and I have had the chance to ask questions):
☐ **Yes** ☐ **No**

Comments:

_____ Signature of youth

_____ Date

Case Manager participated in person or by phone with youth

Center for Excellence Referral:

If necessary, was a referral made to the Center for Excellence? ☐ Yes ☐ No ☐ N/A Date of Referral

Authorization for administration of psychotropic medications:

☐ By signing below, I give consent for to receive the following medications , as recommended by his/her healthcare provider.

☐ By signing below, **I do not** give consent for to receive the following medications , as recommended by his/her healthcare provider.
(If authorization is denied, reason must be provided below.)

Reason authorization denied:

_____ Signature of Children's Division Case Manager or designee

_____ Date

_____ Phone Number (accessible in emergencies)

_____ Print Name