

**Attachment B: Foster Care  
Statement of Work**  
Service Requirements and Compensation for Services

**A. Services to Be Provided**

**1. Definition of Terms**

**a. Contract Terms**

**Client(s):** Children and families served by Boys and Girls Home and/or Subcontractor under this Agreement.

**Agreement Terms:** The period of time beginning with the effective date of this Agreement and ending upon the expiration date of the last renewal period (if any) of this agreement or upon the termination of this Agreement by either side as set forth in Article III;

**Master Contract:** The Service Coordination and Service Provision for Child Welfare and Juvenile Services between the Nebraska Department of Health and Human Services and Boys and Girls Home.

**Operations Manual:** The Operations Manual is an attachment to the Master Contract and may be updated without an amendment to the contract as described within the Operations Manual. The purpose of the Operations Manual is to outline specific processes and procedures. The Operations Manual is intended to support the Master Contract outcomes and principles of (1) Safety; (2) Permanency, and (3) Well-Being.

**Service Delivery Manual:** The Service Delivery Manual is a guide developed by Boys and Girls Home to further outline operations, forms, and other related information as to the implementation and delivery of the contract and may be updated without an amendment to the agreement.

**Attachments:** The Standard Contract's supplemental documentation providing further definition or additional information, signature or review prior to entering into a contractual agreement. These supplemental attachments are posted on the Boys and Girls Home website.

**Provider Network:** A network of community agencies that provide a gamut of services and supports for children and families through contract and individualized service agreements with Boys and Girls home of Nebraska.

**Boys and Girls Home Provider Website Access:** boysandgirlshome.com is the website for the agency, as well as the Nebraska Provider Network home. Contracts, forms, requirements, etc are posted here for review and print, as well as updates and ongoing applicable information.

**Individualized Agreement for Services:** An individualized agreement that is completed after internal administrative approval for specific subcontracted services

and/or supports have been made. The agreement serves as an authorization of services to subcontractors, specifying rates and expectations, and links to the Standard Contract, which must be signed in order for an agency to provide services.

**Community Based Service Array:** The services provided within this array are those that are provided to a family and/or youth in a community setting, with the intent to provide stabilization, permanency support and skill building services.

**Network Service and Support Array:** The services and supports provided by the Federation of Families and the affiliate Family Organizations by Service Area, and Nebraska Foster and Adoptive Parent Association. The Federation includes Aftercare services, advocacy, support and linkage to community resources and natural support networks. NFAPA includes foster parent recruitment, retention, support and the Inquiry Line.

**Finance/Billing Office:** The Boys and Girls Home Finance office processes all billing and payments for subcontractors. Boys and Girls Home of Nebraska, Inc., Attn: Julie Lynner, PO Box 1197, Sioux City, IA 51102-1197. Invoices may also be submitted via fax to: 712-293-4800 Attn: Julie Lynner or securely emailed to [lynnerj@bghome.net](mailto:lynnerj@bghome.net)

#### **b. Program and Service Specific Terms**

**Family Centered Practice/Wraparound:** is a way of working with families, both formally and informally, across service systems to enhance their capacity to care for and protect their children. It focuses on the needs and welfare of children within the context of their families and communities. Family-centered practice recognizes the strengths of family relationships and builds on these strengths to achieve optimal outcomes. Family is defined broadly to include birth, blended, kinship, and foster and adoptive families.

**Time Sheet:** is a document that demonstrates contact hours with a child/family, specifically utilized by subcontractors to document the dates and times of services provided. All sections must be completed appropriately to be deemed valid, including the signature of the family/youth.

**Daily Documentation:** is the process for documenting all contacts with the family and/or youth and is done for each session or any time spent with the family/youth. The times should correspond with the timesheet and must be completed on the provided format.

**Geopod:** is the geographic interpretation of community based service delivery and coordination. A minimum of one physical Boys and Girls Home office is located within each Geopod, but some staff are located in remote sites in some counties in order to serve children and families. There are 7 Geopods in WSA, 5 in CSA and 6 in NSA. Each Geopod has the same structure and make-up, but varies in the total population served, as based on the population per county.

**Service Area:** is the geographic splitting of counties in Nebraska that DHHS utilizes to separate administrative oversight. Boys and Girls Home serves Northern, Central and Western Service Area. To view a complete map, visit: <http://www.hhs.state.ne.us/SvcAreaMap.pdf>

**Youth and Family Specialist:** the direct line Boys and Girls Home staff that provide services and supports to children and families, specifically: Intentional Family Interaction/Family Support, Parenting Time, Tracking, Independent Living skill building, Electronic Monitoring/GPS oversight, Drug Screening and Testing, and other specified services as deemed appropriate.

**Youth and Family Specialist Lead:** the supervisor of the Youth and Family Specialists that oversees all scheduling of services for the YFS staff, makes referral to subcontractors for direct services, trains staff and coordinates with the Team Leader in each Geopod.

**Team Leader:** There is one Team Leader per Geopod that supervises the Service Coordinators and Case Aides. The Team Leaders report to the Service Area Managers.

**Service Coordinator:** coordinates and provides direct services to children and families, including ensuring that the family is receiving all necessary services and supports to reach permanency, which may include coordinating: education, mental health, legal, medical and other services for a family in addition to making monthly contact, coordinating Family Team Meetings and providing skill building services to families and youth.

**Service Area Manager:** is responsible for the ongoing needs of the service area geopods and acts as a liaison with DHHS within their service area. The Service Area Manager oversees the day to day operations of the programs within the designated service area, is included in the long term strategic planning of the agency and ties in all related outcomes for the contract for the designates service area.

**Resource Coordinator:** provides support to foster families in the Boys and Girls Home Network, completes foster care licensing activity, recruits new foster homes and coordinates with Service Coordinators in the ongoing placement support needs.

**Placement Specialist:** identifies and makes the referrals for all out of home placements for children not placed with relatives or others known to the child, at the referral of the Service Coordinator and the approval of the Care Management Coordinator, including some crisis placements and all ongoing placement needs for children.

**Community Based Services:** includes all community bases services outlined within this contract and is managed by the Community Based Services Manager.

**Facility Based Services:** includes Residential Safety Services and Group Home Care and is managed by the Regional Coordinator.

**Foster Care Services:** includes all levels of Agency Supported Foster Care, Traditional Foster Care and Kinship Care and is managed by the Foster Care Manager.

**Utilization Manager:** utilizes reviews of recommendations regarding the appropriate level of care and ensures that BGH manages limited service resources and finds logical and beneficial connections amongst various systems of care. In addition to supervisory tasks, the Utilization Manager assists with appropriate service delivery, letters of agreement and development of ongoing community resources to ensure least restrictive and highest quality care is provided to families in their homes and communities. The Utilization Manager also assists the team to establish targets and strategies to meet all CFSS designated outcomes.

**Care Management Coordinator:** is responsible for the initial and ongoing review of services and supports provided for children and families in order to ensure that the least restrictive, most appropriate level of services/care (including placement) is provided for each individual child and family in order to reach permanency.

**Call Center:** the central point of intake and referral for the contract. All new referrals from DHHS come through this location, as well as all Service Coordinator requests for placement. The Call Center is open 24/7 and is also available to manage crisis situations that arise for children and families served through this contract.

**Out of Home Placement:** when a safety threat has been identified or a child's behaviors create a situation where the child is unsafe or the parent(s) are unable to manage the child's behaviors, the child is placed in an out-of-home placement, with authorization from the CFSS, the Care Management Coordinator, the Team Leader and the Service Coordinator- who physically places the child(ren) in an out-of-home setting identified by the Placement Specialist. Out-of-home placements are designed to be short term when reunification is the goal, or to be permanent if the permanency plan is adoption or guardianship. Placement providers have specific requirements that ensure that children's needs are met and that permanency is continually promoted.

## 2. General Description

### a. General Statement

This Out-of-Home Reform contract begins a new partnership arrangement between the State and contractors throughout Nebraska as it relates to Child Welfare Services. Key components are a shift in responsibility and decision-making authority related to core mandated child welfare services or functions. These services formerly provided by the public agency for a segment of the service array and/or a targeted group of children or families shifts to the private sector while still monitored by the public agency.

This arrangement is simply not a service model but rather a systemic reform that involves several design elements (contracting method, cost claiming and reimbursement, service delivery, contract monitoring, etc.) all of which must be concurrently aligned in order to operate

effectively and efficiently. This initiative or service array reform is a significant paradigm shift at all levels of organization including top administrative staff from both the public and private agencies.

The target population is identified as the child/youth or children/youth (ages 0 through 18 and up to their 19<sup>th</sup> birthday) and their families who are served by CFS.

Boys and Girls Home is committed to provide the full continuum of services both in-home and out-of-home, the day-to-day functions of service planning, acquisition, coordination of services. Additionally, Boys and Girls Home is responsible for directly providing non-treatment services for children and families, both internally and through subcontracts with qualified agencies. The goal of Boys and Girls Home service management is to keep children/youth safe; avoid both unnecessary removal and unnecessarily long separations from family in out-of-home care; meet the health and well being needs of children/youth; and to establish timely permanency for children/youth and families.

The following values, beliefs, and program characteristics serve as the foundation for the Framework for Out-of-Home Care and will be expected within the overall management system:

1. Safety for children/youth is the highest priority;
2. Safety of the community is the highest priority in cases involving youth adjudicated as delinquent;
3. The child and child's family is the focus of service;
4. Services work to promote family as the first priority permanency option for children and youth;
5. Services are provided in the least intrusive, most effective and efficient method possible;
6. A child's education, physical and mental health needs are met;
7. Family and community connections will be maintained whenever possible;
8. People can and do change;
9. Family Centered practice basic values, beliefs, and principles guide the work;
10. A crisis is an opportunity for change;
11. Do no harm.

As the Department continues to evolve its services related to service coordination and service provision for child welfare and juvenile services children and families, the Department has clearly expressed its ultimate goal to incorporate the principles of family centered practice within a system of care, such that all children/youth and their families who need services can receive the right level of care in the right setting for the right amount of time. Through this contractual relationship, the Department desires to achieve positive outcomes for children and families evidenced by the Children and Family Services Review (CFSR).

The Department provides services to children/youth and their families to address issues including abuse and neglect, dependency, status offenses, and delinquency, and is responsible for the outcomes of child and community safety, permanency, and well-being for children/youth placed in its care and custody by the courts. These children/youth who are determined by the Department to be unsafe and whose families agree to participate in service absent of court involvement (voluntary) is also included in this target population to be served.

The Department's vision is for contractors to provide services to children and families through a system of care (SOC) approach that addresses family needs related to safety including early

intervention, in-home services, and out-of home care. The ultimate goal is to move youth to permanency more effectively, efficiently, while providing services in the youth/family's natural setting whenever possible and having progress maintained for at least twelve (12) months after being discharged from services.

**b. Authority**

Boys and Girls Home is contractually obligated to provide the full service array (outlined above) for the Western, Northern and Central Service Areas of Nebraska, as the sole Lead Agency in each of these Service Areas. Nebraska Department of Health and Human Services is the child placing and serving authority and holds the master contracts in Nebraska for all service provision and coordination.

**c. Scope of Service**

1. Children and families will be served unconditionally regardless of a child or family's diagnosis, history, presenting problems, family composition, or behaviors.
2. Abide by all policy requirements of Nebraska Administrative Code 390, 474 and 479; and applicable state and federal statutes and regulations; and any other applicable codes; applicable written policy directives and interpretations from or as directed by the Division of children and Family Services, and/or Boys and Girls Home of Nebraska, Inc.
3. Comply with the Operations Manual (Attachment L) and the Boys and Girls Home Service Provision Manual (to be released in 2010).
4. Provide services to children and family as described in the Standard Contract and the Statement of Work.
5. Allow Boys and Girls Home access to any and all information and data collected related to the performance of this contract.

**d. Outcomes**

Subcontractor agrees to collaborate with Boys and Girls Home and the Department in the collection of data while providing services under this Agreement for the purposes of improved safety, permanency and well-being outcomes for children, youth and their families.

Outcome measures will be collected on court-involved and non-court involved children and families.

When these outcomes are not achieved, the Subcontractor will work collaboratively with Boys and Girls Home and the Department to develop and implement an effective corrective action plan. Failure of the Subcontractor to successfully meet the corrective action plan may result in termination of the Agreement

Some outcomes are tied to financial penalties as indicated in the Agreement and Master Contract.

The outcomes are clearly defined and further defined in the Standard Contract and Operations Manual (pages 13-2 through 13-25) as well as in Attachment D.

Penalties for non-compliance or failure to reach determined outcomes are laid out in the Standard Contract.

### **3. Clients to be Served**

#### **a. General Description**

Subcontractors shall serve all children referred from birth to 18 years of age (up to their 19<sup>th</sup> birthday), and their families. The number of children and families served by NDHHS and Boys and Girls may vary, and is dependant on the number of new voluntary or court cases that are initiated by county.

#### **b. Client Eligibility**

Boys and Girls Home employs a Care Management/Intake Team that is responsible for the review and recommendations related to all services to be provided within the service array. Prior Care Management authorization is receive before services can be referred to providers, ensuring that the appropriate frequency, duration and actual service type has been established for each individual child/family. Referral and authorization to providers is initiated by Service Coordinators when this process has been completed.

#### **c. Contract Limits**

Boys and Girls Home will refer for services, as deemed appropriate, with will continually evaluate internal service delivery options, prior to referring service delivery to providers. Though estimates on the number of children and families served in previous years and/or quarters can be provided for the sake of projection, services will not be guaranteed to any provider.

### **B. Manner of Service Provision: Foster Care**

Foster Care services are defined as a child placement outside of the biological family home in which a licensed or approved foster/kinship parent is responsible for meeting the daily needs of the child in their home and assisting with the movement towards permanency.

Within the Boys and Girls Home Foster Care Array are the following defined services:

- 1) Specialized Enhanced Resource Family Care and Support services (formally called Agency Based Foster Care)
  - i. Tier One: Low Intensity Foster Care Services. This tier is defined as a youth who ranks 0-27 points on the FCPAY Scale
  - ii. Tier Two: Intermediate Intensity Foster Care Services. This tier is defined as youth who rank 28-41 points on the FCPAY Scale.
  - iii. Tier Three: High Intensity Foster Care Services. This tier is defined as youth who rank 42 points or greater on the FCPAY Scale.
- 2) Agency Supported Emergency Resource Family Support (formally called emergency foster care)
- 3) Crisis Respite
- 4) Adoptive Home Studies
- 5) Parenting Time (Foster Parent provided)

The Subcontractor shall be responsible for continually evaluating progress made in service delivery both with the family and with the assigned Service Coordinator. Service strategies should always be directly tied to the identified outcomes that the family is striving to achieve. All desired outcomes tie directly to:

- (1) Safety: Children are safely maintained in their homes whenever possible and appropriate. Children and youth served are protected from abuse and neglect, while promoting safety in the communities in which they live.
- (2) Permanency: The continuity of family relationships and connections is preserved for children and youth. Children and youth have permanency and stability in their living situations.
- (3) Well-being: Families have enhanced capacity to provide for their children's needs. Children and youth receive appropriate services to meet their educational, physical and mental health needs.

The Service Coordinator shall provide the Foster Care agency with the following documents, at the time of referral:

- Individualized Agreement for Services (which acts as the formal authorization to provide services)
- Service Referral that outlines the desired outcomes and strategies as well as information regarding the logistics of the service to be provided. The outcomes should reflect the determined safety threats, which include:

#### **14 IDENTIFIED SAFETY THREATS**

- 1. Caregiver cannot, will not or does not explain a child/youth's injuries or threatening family conditions.**
- 2. A child/youth has serious physical injuries or serious physical symptoms/conditions from maltreatment.**
- 3. One or more caregiver's intend(ed) to seriously hurt the child/youth.**
- 4. The living environment seriously endangers the child/youth's physical health.**
- 5. The child/youth demonstrates serious emotional symptoms, self-destructive behavior and/or lacks behavioral control that result in provoking dangerous reactions to caregivers.**
- 6. Child's emotional state is such that immediate mental health/medical care is needed.**
- 7. A child/youth is fearful of the home or people within the home.**
- 8. One or more caregivers lack parenting knowledge, skills, or motivation, necessary to assure child's/youth's safety.**
- 9. One or more caregivers are threatening to severely harm a child/youth or are fearful they will maltreat the child/youth and/or request placement.**
- 10. No adult in the home is routinely performing parenting duties and responsibilities (food, clothing, age, appropriate supervision) that assure child/youth safety.**
- 11. A child/youth is perceived in extremely negative terms by one or more caregivers.**
- 12. Caregivers do not have or use resources necessary to assure a child's/youth/s safety.**
- 13. One or more caregivers will not/cannot control their behavior and/or are acting violently and/or dangerously.**
- 14. Caregivers refuse PS intervention, refuse access to a child/youth, and/or there is some indication that the caregivers will flee.**

### **1. Service Requirements, Tasks and Deliverables**

## I. CHILD PLACEMENT PRACTICES

It is anticipated that children and/or youth requiring placement outside of their biological home will be expected to be placed in settings that support and help facilitate timely permanency, connections to family and community, and stability in the least-restrictive environment. This service program is designed to help children, where safe and appropriate, return to families from which they have been removed. When this is not possible, Boys and Girls Home will work with the Department of Health and Human Service (Department) and other state adoption agencies for the child(ren) to be placed with a legal guardian, or adoption as determined appropriate for the child(ren).

The Subcontractor is responsible for ongoing resource parent recruitment, training, licensing and relicensing of resource homes and 24-hour support of care providers.

Boys and Girls Home of Nebraska believes that there are **eight guiding principles** that should mold our service delivery. Specialized and Enhanced Resource Family Care and Support services must operate within these eight guiding principles:

**Child-Focused** - The safety, best interests, well-being, and needs of the child are paramount. Whenever possible, the child's views, thoughts, and ideas are expressed and taken into consideration when developing service provisions and plans.

*Assumption:* A child's safety, permanence, and well-being are the primary concerns of child welfare. The child should be able to express his or her opinions and views on the status of his or her case.

**Family-Centered** - In the delivery of services to children involved in the child welfare system, the practice is to work with and support the entire family, including fathers, as we address the abuse or neglect of a child within that family.

*Assumption:* The most fundamental needs of children, such as safety, nurturing, and belonging, cannot be addressed effectively without attending to the entire family's needs.

**Individualized to Meet the Specific Needs of Children and Families** - The capacity of public and private agencies to concretely address the needs of each child and family and not simply providing services because they are available or are the latest program du jour.

*Assumption:* One size does not fit all. Every family and child is different, as is their environment and the circumstances that brought them to the attention of the child welfare system. The ability to individualize services to parents enhances parental capacity to care for their children.

**Collaborative** - Collaborative casework involves the family, workers from various public and private agencies, and community resources to ensure the child's safety, permanence, and well-being. It is a system of care that is seamless and includes a continuum of services and resources to meet the needs of children and families.

*Assumption:* Families involved with the child welfare system are often involved in an array of other services. Working together ensures efforts are coordinated and integrated to produce services that are supportive of accomplishing family goals.

**Enhanced to Strengthen Parental Capacity** Working with parents no longer means that we are doing things to or for them or their children. Rather, we are supporting them in being good parents and learning to make the best short and long-term choices for their children.

*Assumption:* Parents, not the State, should care for their children. The correct role for State child welfare agencies is to work with families to prepare them to care for their children. This prevents the State, through foster care or other placements, from assuming the role of long-term caregiver.

**Community-Based** - Community-based practice first and foremost means that the services for families engaged in child welfare are provided in and by their community.

*Assumption:* We focus our interventions within the communities in which the families we are serving reside.

**Culturally-Responsive** - A system is considered culturally competent when there is professional, formalized competence throughout the system in policies, procedures, outreach, advocacy efforts, and training. Cultural competence, sensitivity, and relevance is demonstrated through the array of services, delivery, framework, and recognition of the importance of community-based, informal support networks, such as churches, extended kinship networks, and social organizations. Cultural competence is demonstrated when there are skilled staff who are aware of cultural issues within the community and who understand the diversity of the community.

*Assumption:* The child welfare system serves children and families of all cultural backgrounds and should provide services and casework that is relevant and sensitive to the needs of a diverse population.

**Outcome Oriented** - Meeting the needs of children and families should result in outcomes that are defined, measurable, and achievable, having standards to be met and outcomes to achieve result in movement and positive change. Outcomes are influenced by the strategies and activities used to create them and should be monitored throughout the life of the case to ensure completion and a positive result.

*Assumption:* Positive outcomes are the results of appropriate strategies and activities in child welfare casework. They are defined by the use of the additional principles described above. The Children's Bureau also encourages agencies to have ongoing internal reviews and work toward improving performance through thoughtfully designed administrative systems, such as case reviews, quality assurance, training systems, supervision, and supervisory case review tools. Measuring and improving performance, having accountability for outcomes, and ensuring the timeliness of engaging families are key activities in which successful agencies engage.

This *Practice Model Framework* is grounded with the federal guidance in mind as it is at the crux of the Child and Family Services Reviews. More importantly, the *Practice Model Framework* reflects the key concepts of safety, permanence, and well-being of children and their families. The challenge now, is to begin to incorporate these guiding principles into practice that makes sense with children and families to reach the outcomes needed.

Removal of children from their homes and placed in foster homes is the decision of DHHS staff that reflects the State of Nebraska's fourteen (14) safety threats, which includes:

1. Injuries/family conditions not explained
2. Serious physical injuries, symptoms, or conditions

3. Intent to seriously harm
4. Seriously endangering living environment
5. Child demonstrates serious emotional symptoms, self-destructive behavior, or behaviors provoking dangerous reactions in caregivers
6. Caregiver not meeting child's exceptional needs
7. Child fears home or people within home
8. Lack of parenting knowledge, skill, or motivation to assure safety
9. Caregiver threatening severe harm, fearful of maltreating, or requesting placement
10. Failure to perform routine parenting duties (e.g., food, clothing, supervision)
11. Extremely negative perception of child
12. Lack of or failure to use resources necessary for safety
13. Failure to control behavior and/or acting violently or dangerously
14. Refusing intervention or access to child; indication of possible flight

Boys and Girls Home will work with Children and Family Services Specialist (CFSS) to implement the Nebraska Department of Health and Human Services placement practices that include:

1. Siblings will be placed together in compliance with Federal requirements.
2. Children/youth will be placed with a non-offending parent.
3. Children/youth will be placed with relatives or in homes that are licensed or approved as meeting licensing standards.
4. We will recommend placement changes, as necessary, to the CFS Specialist.
5. Foster families will be informed of their right to submit a report to the court every six (6) months.
6. The Interstate Compact on the Placement of Children (ICPC) for out of state placements will be followed.
7. Placement preferences required by the Federal and State Indian Child Welfare Acts will be followed.

The Subcontractor agrees that for valuable consideration provide by Boys and Girls Home, the Subcontractor shall provide Specialized and Enhanced Resource Family Care and Support services to youth who are referred by Boys and Girls Home as contracted with the Department. The following services are those approved to be provided by the Subcontractor:

**Specialized Enhanced Resource Family Care and Support services** (formally called Agency Based Foster Care) shall be available to those youth, age eighteen (18) and younger, who have been identified as having a high level of need at the time of referral and are able to live with a family-like setting. Specialized Enhanced Resource Family Care and Support services are provided to youth that are unable to reside safely with their families and are for youth whose needs exceed those that can be met in traditional family resource care. Within this level of foster care are three tiers that allow for a systematic approach to serving the family, including the ability to keep siblings with varying needs together in a home, as well as to promote children remaining in the same foster home over time, despite their level of need or improvements in behaviors which may not meet the parameters of Specialized Enhanced at some point in time. The three tiers within this level of care are:

- a. **Tier One:** Low Intensity Foster Care Services. This is further defined as a child/youth that scores 0-27 points on the FCPAY Scale. This was previously called Continuity Care.
- b. **Tier Two:** Intermediate Intensity Foster Care Services. This is further defined as a child/youth that scores 28-41 points on the FCPAY Scale.
- c. **Tier Three:** High Intensity Foster Care Services. This is further defined as a child/youth that scores 42 points or greater on the FCPAY Scale. This previously captured all Agency Supported services, which did not allow for flexibility or individual needs of children and their sibling connectedness.

**Emergency Resource Family Care and Support** (formally called Agency Supported Emergency Foster Care) shall be available to those youth, age eighteen (18) and younger, who have been identified as having a high level of need at the time of referral and are able to live in a family-like setting, and whom require immediate short term foster care services that may evolve into a longer term foster care placement.

**Crisis Respite** (for Specialized Enhanced Resource Family Care and Support families) is a service provided by all of BGH's Agency Supported Foster Care (ASFC) providers for biological families. Crisis respite is to be used for no more 72 hours and can be done without initial special exception by the CMC and should not extend past 10 days with approval by the CMC beyond 72 hours. Crisis respite is only to be used if the plan is to return the youth to their parents within 10 days.

**Respite care** is provided for youth whose relative caregiver or family foster parent requires a temporary break. Respite care may be required on an emergency basis or may be pre-planned.

**Home Studies and Adoptive Home Studies:** Home Studies are included in the roles and expectations of subcontractors in order to maintain licensing of agency foster parents. Adoptive Home Studies will be paid separately at rates indicated in the financial section. The following are standard roles and responsibilities of foster parents and the sponsoring agency and/or family that transcends to every type of foster family based care level in the three service areas in which Boys and Girls Home operates.

# **Specialized Enhanced Resource Family Foster Care**

## **1. Specialized Enhanced Resource Family Requirements (ASFC-Tiers One through Three)**

Each home may serve up to a maximum of six (6) youth as licensing permits. The Resource families' own children are excluded from this maximum. Any pre-adoptive placement will count toward the maximum of four placements per home. The total number of youth cannot exceed foster care licensing standards.

If the Subcontractor seeks to exceed the Agreement standards, the Subcontractor shall submit a written request to and obtain prior approval from the Boys and Girls Home Resource Development Supervisor who works with the Department to ensure compliance. The request shall include justification as to why the placement is in the best interest of the youth involved and how the resource family will be supported to maintain the level of care and supervision in the home. Youth and their siblings shall be placed in the same home unless the Department determines that it is not in the youth's best interest.

### **1. Intake**

The Resource Parents shall be amiable to provide consistent behavior management and supervision based upon individualized needs of each youth.

- a. **Referral:** The Subcontractor will receive referral information from Boys and Girls Home. All Referrals shall only be accepted by the Boys and Girls Home Placement Specialist. The Subcontractor will notify Boys and Girls Home of acceptance or denial verbally within two (2) hours and in writing within three (3) working days from the receipt of the Referral Form to [providers@bghome.net](mailto:providers@bghome.net) . If the referral information is incomplete, the Subcontractor must notify the referral source within two (2) working days. Upon the acceptance of the referral, the Subcontractor shall provide the earliest available date for placement to the referral source.
  - i. Subcontractor shall only accept referrals from the Boys and Girls Home Placement Specialist or Resource Coordinator..

- ii. Children Referred from outside of the Boys and Girls Home Network (Boys and Girls Home Network includes Western, Central and Northern Services Areas) will not be placed with a provider within one of the three service areas without prior approval from Boys and Girls Home.
  - iii. All referrals must come directly from Boys and Girls Home Placement Specialist.
  - iv. Other Lead agencies from Eastern and South Eastern Service Areas shall only place children from their areas by making referral to the Boys and Girls Home Call Center. Boys and Girls Home will review bed availability and determine appropriateness of placement with a Subcontractor.
  - v. Subcontractors will direct all referrals received directly from another Lead Agency to the Boys and Girls Home Call Center at: 888-624-1950.
- b. **Admission:** The Subcontractor agrees to serve youth that need more structure and supervision than traditional family resource support and care. Characteristics of these youth might include but are not limited to:
- i. Socially inappropriate behaviors,
  - ii. Reactive attachment disorder,
  - iii. Fetal alcohol syndrome,
  - iv. Developmental delay,
  - v. History of sexually aggressive behavior,
  - vi. Inappropriate sexual behavior including sexual acts displayed in public or in front of others,
  - vii. Physically aggressive behavior,
  - viii. Use of profane, vulgar, or curse words toward peers, caregivers, and authority figures,
  - ix. Frequent and chronic school absences, deliberate missing of school, refusal to attend school, expelled from school, suspended from school, disruptive, disorderly, or aggressive behavior in school, all resulting in failed coursework,
  - x. Illegal behaviors such as stealing, shoplifting, vandalism, defacing property, deliberate property damage,
  - xi. Cruelty to animals,
  - xii. Disorderly behavior,
  - xiii. Law violations,
  - xiv. Alcohol and substance abuse, including the use of illegal drugs and inhalants, and the misuse of prescription drugs,
  - xv. Use of tobacco products,
  - xvi. On parole or probation.
- c. **Support and Stabilization**
- i. The Subcontractor shall insure that support is provided to the level that ensures individualized outcome for each youth in care. Support for each youth must lead to the outcomes of permanency, placement stability, safety, and well-being. Strategies to meet the outcomes must be identified in the Comprehensive Service Plan.
  - ii. Subcontractor staff shall have a minimum of two (2) face-to-face contacts per month with each youth in Tier 1, 2 and 3 of placement. Each face-to-face contact must evaluate the identified strategies in the Comprehensive

- Service Plan to determine the appropriateness and success in meeting the desired outcomes.
- iii. Subcontractor shall have at least weekly contact with the foster parent regarding each youth in placement. There must be a minimum of two (2) contacts per month with the foster family in their home. Each contact must evaluate the identified strategies in the Comprehensive Service Plan to determine the appropriateness and success in meeting the desired outcomes.
  - iv. Subcontractor shall provide 24-hour crisis intervention to stabilize and maintain the placement.
  - v. Subcontractor shall insure that respite care provided to youth in the Enhanced Specialized Resource Family Support and Care services that is anticipated to exceed ten (10) consecutive days is provided only in a licensed foster home, group home or other licensed facility and, if appropriate, Developmental Disability certified facility. This care shall be provided at no additional cost to Boys and Girls Home. Intermittent respite care provided by relatives or friends of the foster family or youth does not require licensure of the provider, but background checks are to be completed.

#### **d. Family Involvement Standards**

- i. The Subcontractor recognizes and affirms that working with the biological family is integral to the youth's successful transition home or into another permanent placement.
- ii. The Subcontractor shall assure that involvement with the youth's family occurs in accordance with the case plan as directed by the Service Coordinator. The Subcontractor shall involve the youth's family in collaboration that includes but is not limited to:
  - (1) Providing the family with orientation to the Enhanced Specialized Resource Family Care and Specialized Resource Family Care Service standards and expectations.
  - (2) Including the family in developing and implementing the Comprehensive Service Plan.
  - (3) Integrating the family into the care of the youth through regular ongoing communication between the Subcontractor and the reunification family. This may include but is not limited to:
    - (a) Family meetings
    - (b) Teaching of specific behavior management techniques
    - (c) Parent education
    - (d) Parent support groups
    - (e) Inclusion in school and community activities, and
    - (f) Including the family in developing and implementing transition, and discharge plans.
- iv. The Subcontractor shall provide ongoing information to the family regarding daily progress in foster care and updates on school and other activities.

**e. Safety Standards**

- a. The Subcontractor, Subcontractor staff and Enhanced Specialized Resource Family Care and Specialized Resource Family Care Service homes shall maintain a safe, structured and nurturing environment for all youth served.
- b. Boys and Girls Home in collaboration with the Department agrees to share information about each youth prior to and during placement. This includes known risk and safety information, relevant health and background facts, and ongoing case information. Boys and Girls Home and Subcontractor shall plan the services to be developed and provided to the youth to ensure safety for the youth and others.
- c. Subcontractor agrees to allow community treatment providers access to youth that have been authorized by practitioners to receive treatment services through Medicaid or Medicaid Managed Care.
- d. Boys and Girls Home with the authorization by the Department may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, or other causes determined by Boys and Girls Home and/or the Department to be in the best interest of the youth.
- e. If the Subcontractor has reasonable cause to believe that a child has been subjected to child abuse or neglect or observes such child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect, the Subcontractor shall report the matter immediately to the Department's Hotline 1-800-652-1999 and Boys and Girls Home Resource Development Supervisor.

**f. Education Standards**

- a. Subcontractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into an Enhanced Specialized Resource Family Care or Specialized Resource Family Care services, when the school is within a 25-mile radius of the foster home placement unless agreed upon by the Family Team.
- b. For youth suspended from, expelled from, or not enrolled in school or who have obtained their GED, the Subcontractor shall provide or arrange for structured educational and/or vocational activities (i.e. structured homework time, additional reading and writing activities, independent study assignments and independent living skills). For youth that are expelled, advocacy and service planning shall be coordinated with and approved by Boys and Girls Home in concert with the Department.
- c. Subcontractor shall provide assistance with homework, or arrange for the provision of additional assistance as needed.
- d. Subcontractor shall provide each youth with the minimum school supplies required by each school.
- e. Subcontractor shall maintain regular contact with school to monitor the youth's progress.

**g. Vocation and Employment Standards**

In accordance with the Comprehensive Service Plan, the Subcontractor shall facilitate, coordinate and assist the youth in obtaining and maintaining volunteer work or paid employment in the community.

## **h. Medical Standards**

### **1. Emergency Medical Services**

Subcontractor is hereby authorized and required to obtain all necessary emergency medical care for youth placed in their care.

- f. When emergency medical care is obtained for a youth, the Subcontractor shall notify both the Service Coordinator and the assigned Protection and Safety Worker or designee, and parent, if appropriate.
- g. If the emergency is of a psychiatric nature, which may necessitate hospital admission, the Subcontractor shall contact the Service Coordinator immediately who will be in contact with the Department.

### **2. Non-Emergency**

For non-emergency medical care, the contractor shall obtain prior consent from the Boys and Girls Home assigned staff. With the direction from the staff, the Subcontractor shall assist the biological parent in arranging medical care for their youth. Non-emergency medical care shall include but is not limited to:

- 2. Routine or elective medical examinations including annual health checks,
  - 3. Routine or elective medical tests,
  - 4. Routine or elective medical procedures,
  - 5. Any non-urgent medical care that can safely be delayed until Boys and Girls Home obtains informed consent from the Department for medical, dental care.
- c. Subcontractor shall utilize Medicaid and Medicaid Managed Care approved medical, dental and mental health care providers as agreed upon by the Department.
  - d. Subcontractor agrees to assist Boys and Girls Home in accessing appropriate mental health services.
  - e. The Department is responsible for all medical, dental, prescription costs not covered by Medicaid or Medicaid Managed Care.
  - f. Subcontractor will document all medical contact, emergency and non-emergency, in the youth's case record.

### **3) Medication Policy**

- a. Subcontractor shall be responsible for developing and implementing a Medication Policy identifying how the agency shall handle the provision of medication to youth in their care.
- b. Subcontractor must provide Boys and Girls Home the Medication Policy to be used in their agency with the signed contract. Any changes to medication policy must be submitted immediately to Boys and Girls Home Central Point of Contact. The facility shall coordinate medical services, and monitor medication and health care needs.

- c. Subcontractor agrees to maintain an individual medication log for each youth residing in the Subcontractor's care. The medication log shall include:
  - i. The youth's name
  - ii. Name of medication given
  - iii. The date, time, dosage, route of each provision, schedule for provision, any refusal by the youth and person's name who provided the medication
  - iv. Youth's medication allergies and sensitivities, if any.
- a. The medication log shall be made available to Boys and Girls Home upon request.
- b. Subcontractor shall include on all intake and discharge forms:
  - i. Medication(s) needs of the youth
  - ii. Medication(s) prescribed to the youth while in the Subcontractor's care
  - iii. Individual receiving medications for the youth
  - iv. Individual to whom the medications for the youth were discharged.

**i. Transportation Standards**

The Subcontractor agrees to provide transportation for youth to services in their care. Any additional mileage at a radius beyond 25-miles from the foster home may be reimbursed as negotiated with Boys and Girls Home. This includes but is not limited to:

- d. Activities and community services
- e. Therapy visits ( Agency shall bill Medicaid when applicable)
- f. Doctor appointments
- g. Court hearings and legal appointments
- h. Family visits
- i. School where the youth is currently enrolled.

As stipulated in the Agreement, Subcontractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes including but not limited to: all children up to six years of age transported by such vehicle use a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213.

**j. Utilization Standards**

Subcontractor shall be responsible for maintaining a log of all youth placed within each foster home, which shall remain updated at all times. Subcontractor shall include census information in the weekly agency report.

**k. Personal Needs Standards**

Subcontractor is responsible for providing food, personal grooming items, and clothing for each child.

**1. Clothing and Personal Items**

- 1) Subcontractor agrees to complete a Personal Belongings inventory on all youth that enter the program. This inventory will document all personal belongings or the youth at the time of admission. The inventory shall be dated and signed by the Subcontractor and youth, and by their parents and the Boys and Girls

Home/Department worker if available. If the youth is unable , or refuses to sign the inventory, this shall be documented on the inventory.

- 2) The Subcontractor is responsible for updating the inventory. After the determination of need and the length of time the youth will be out of home, along with other factors, Boys and Girls Home may assist clothing needs for the child.
- 3) The following is a guideline of an adequate wardrobe:
  - i. Socks: 7 pairs
  - ii. Underwear: 7 pairs
  - iii. Bras: 3
  - iv. Pants or shorts (seasonal): 5 pairs
  - v. Shirts: 5 pairs
  - vi. Seasonal coat: 1
  - vii. Shoes: 2 pairs
  - viii. Seasonal wear: hat, mittens, etc.
- 4) Subcontractor shall take reasonable steps to ensure the security of all personal belongings owned by the youth under the Subcontractor's care in order to prevent the theft, damage, or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment against the Subcontractor.

## **2. Food**

The foster home must provide each youth with a nourishing, palatable, well-balanced diet that meets the daily nutritional or special dietary needs of each youth. The resource/foster home must provide at least three meals daily, at regular times comparable to normal mealtimes in the community. The resource/foster home shall be required to provide an afternoon and evening snack.

## **3. Personal Grooming**

Subcontractor shall provide each youth with personal grooming supplies. Such items include but are not limited to:

- 1) Soap
- 2) Shampoo
- 3) Deodorant
- 4) Feminine hygiene products
- 5) Toothpaste and toothbrush
- 6) Comb
- 7) Basic haircuts with parent's permission or that of the legal guardian.

## **2. Life Book**

Subcontractor is responsible for updating and maintaining a record for the youth in care with a life book including, accomplishments, photographs, report cards, etc.

### **3. Plan Development**

The Subcontractor recognizes and affirms the Boys and Girls Home and Departments ongoing responsibility for the youth, commitment to the principals of family centered practice and responsibility for ongoing case planning.

#### **a. Service Plan**

Specialized and Enhanced Resource Family Care and Support services agency Comprehensive Service Plan shall be developed in conjunction with the Department case plan and will integrate the family into the care of the youth through activities that may include but not limited to:

- 1) Attendance at family meetings
- 2) Including parents in daily care activities for youth
- 3) Encourage and support a youth's participation in recreational activities
- 4) Parent education
- 5) Teaching specific techniques to manage the youth's behavior
- 6) Role modeling appropriate parenting of youth
- 7) Developing and facilitating parent support groups
- 8) Family days
- 9) Taking an active role in school and community meetings
- 10) Including the family in developing and implementing transition, and discharge plans.

#### **b. Transition Plan**

Subcontractor agrees to provide discharge-planning services in conjunction with Boys and Girls Home, the Department and the family. This will include initiating a family team meeting to develop specific recommendations for future services, referrals as requested, and any meetings, sessions, etc. that are necessary to ensure a smooth transition for the family. Discharge planning begins at the time a youth is accepted into the program and will be described in the Comprehensive Service Plan.

#### **c. Discharge Plan**

Subcontractor shall assist in transitioning the youth from Specialized and Enhanced Resource Family Care and Support services to the family home, a lateral transfer or a less restrictive placement. This assistance shall include technical assistance in behavioral management interventions and advocating for the youth with the school and community as needed. This includes pre-placement visits and assistance to a new provider prior to the youth leaving care.

Subcontractor shall be available for consultation with the reunified parent, pre-adoptive or adoptive parent placement or the pre-guardianship and guardianship placement and youth at any point after discharge.

#### **d. Discharge Procedures**

1. Subcontractor may return any youth placed to Boys and Girls Home for alternative placement upon submission of written notice at least ten (10) days prior to the said return. When the Subcontractor has requested the removal of a youth prior to the service plan discharge date, the Subcontractor shall provide the reason for the removal. Change of placement is made only upon review and approval of Care Management Team.
2. Subcontractor shall ensure that all personal belongings of the youth are returned to the youth or Boys and Girls Home staff upon discharge, or as soon thereafter. Subcontractor shall provide a copy of the written inventory to the next placement, parent, Boys and Girls Home staff or guardian. Subcontractor shall not be held responsible for the personal belongings of youth left at the foster home for more than thirty (30) days after the youth's discharge date, unless other arrangements have been made with the youth's Boys and Girls Home worker. Subcontractor is responsible for discharging the youth with at least the clothing listed on the admission form or the most recent updated inventory, and any items purchased during the youth's stay. In addition, Life books and other related materials belonging to the youth is a part of the personnel inventory.
3. Subcontractor shall make available to Boys and Girls Home all client file records upon discharge.

#### **4. Adult Living Preparation and Life Skills Training**

Subcontractor shall provide age-appropriate adult living preparation and life skills training, and develop a written plan. The Subcontractor shall:

- (1) Annually administer the Ansell Casey Life Skills Assessment on any youth in their care that is age 8 years and older using the Boys and Girls Home log in information to track data consistently for all youth. This assessment score shall be provided to the assigned Service Coordinator for plan development.
- (2) Utilize the on-line curricula or other life skill curricula
- (3) Ensure that all youth who are eighteen (18) years old, take the on-line Chafee Assessment
- (4) Subcontractor shall, in conjunction with the youth, prepare a written plan to assist youth in preparation and transitioning to adult living. The plan shall be current and shall follow the youth upon discharge. The plan shall include outcomes identified through the assessment to assist the youth to develop and demonstrate independent living skills. This plan shall be formalized as part of the Comprehensive Service Plan as outlined in the Department's case plan and evaluated by the team.

## **5. Special Needs**

When service youth that have disabilities (hearing, visual, physical) and/or language barriers, the Subcontractor shall ensure the requirements of the Americans With Disabilities Act (ADA) are met and provide appropriate accommodations for youth with special needs.

The Subcontractor shall:

6. Work with the Departments services for disabilities in order to support the needs of the child along with application for assistance
7. Provide, arrange, and pay for training of staff to serve the youth and family,
8. Contact community providers and arrange to provide service to the youth and his/her family
9. Recruit, train, and arrange for respite and child care providers who are able to service the youth
10. Recruit bilingual staff to serve the youth and his/her family

Special equipment needed by a youth, such as a soundboard, TDD, hearing aides, etc. should be purchased through Medicaid or Medicaid Managed Care, or through community and/or public agencies. Boys and Girls Home will be the payer of last resort when all of the above mentioned resources fail. All equipment purchased by Boys and Girls Home shall be the property of Boys and Girls Home and the youth, therefore, when the youth leaves the placement, the equipment shall follow the youth.

## **6. Bed Holds**

Bed holds may be authorized in writing by Boys and Girls Home Care Management Team (Utilization review) for up to five (5) days for youth who have to be temporarily hospitalized, detained, or on runaway status.

## **7. Placement Stability**

- a. Subcontractor recognizes and affirms that placement stability for the youth is integral to safety, permanency and well being of the youth. The Subcontractor shall make every effort to maintain youth in their original placement. The Subcontractor shall utilize internal respite care services and additional agency supports.
- b. Subcontract agrees not to transfer the youth to any other foster care home or placement without prior authorization of Boys and Girls Home. Prior to moving a youth from one agency based home to another, the Subcontractor must consult Care Management Team/Boys and Girls Home staff at lease seven (7) days prior to moving a youth, resulting in a placement change for youth.
- c. If Subcontractor determines they must deny a referral on more than two (2) occasions or placement stability becomes an ongoing issue, a meeting may be held with the parties to resolve the pattern. Benefits to an ongoing relationship between the parties will be discussed and determined.

## **8. Personal Funds of Youth**

The Subcontractor shall assure that any Enhanced Specialized or Specialized Resource Family Support and Care home that is holding, safeguarding, or handling the personal funds of a youth being cared for in the Subcontractor's program shall keep individual records. The home shall keep the youth's personal funds separate from any other funds.

- a. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:
  - 1) Youth's name,
  - 2) Identification of youth's guardian,
  - 3) Admission date,
  - 4) Date and amount of each deposit or withdrawal,
  6. Name of person accepting withdrawn funds, and
  - 7) Balance after each transaction.
  
- b. The Subcontractor shall return all monies remaining in the youth's account to the Boys and Girls Home Service Coordinator and/or Department designated staff at discharge. Funds shall be returned to the youth or legal guardian within 14 days of discharge. The Subcontractor will be liable in the event of loss or theft, for all youth's funds retained by the Subcontractor for holding, safeguarding, or handling.

# **Emergency Resource Family Support Foster Care Services**

## **9. Emergency Resource Family Support (Emergency Foster Care for ASFC)**

The Subcontractor shall provide Emergency Foster Care Services.

### **a. Referral Standards:**

- i. The Subcontractor shall accept Emergency Foster Care referrals and serve youth 24-hours a day, seven (7) days per week. The Subcontractor shall notify Boys and Girls Home of acceptance, denial or report progress on locating a placement within one (1) hour from receipt of the referral.
- ii. The Subcontractor shall not provide Emergency Foster Care services for youth that are currently Enhanced Specialized Resource Family Care or Specialized Resource Family Care services by Subcontractor.
- iii. The Subcontractor shall provide Boys and Girls Home with a list of foster families that will be utilized for 24/7 emergency referral and notify Boys and Girls Home Call Center with any changes so that the Call Center is aware of any potential emergency beds at all times.
- iv. Subcontractor shall only accept referrals from the Boys and Girls Home Placement Specialist or Resource Coordinator.
- v. Children Referred from outside of the Boys and Girls Home Network (Boys and Girls Home Network includes Western, Central and Northern Services Areas) will not be placed with a provider within one of the three service areas without prior approval from Boys and Girls Home.

- vi. All referrals must come directly from Boys and Girls Home Placement Specialist.
- vii. Other Lead agencies from Eastern and South Eastern Service Areas shall only place children from their areas by making referral to the Boys and Girls Home Call Center. Boys and Girls Home will review bed availability and determine appropriateness of placement with a Subcontractor.
- viii. Subcontractors will direct all referrals received directly from another Lead Agencies to the Boys and Girls Home Call Center at: 888-624-1950.

**b. Admission Standards:**

- i. The Subcontractor agrees to accept and serve youth in Emergency Foster Care 24-hours a day, seven (7) days a week.
- ii. The Subcontractor agrees to serve youth who may have special needs. Characteristics of these youth might include but are not limited to:
  - 1. Hyperactivity;
  - 2. Fetal alcohol syndrome,
  - 3. Developmental delay,
  - 4. Aggressive behavior (including sexual),
  - 5. Symptoms of physical and sexual abuse, and
  - 6. Disorderly behavior.

**c. Support and Stabilization**

- 1. Subcontractor shall provide 24-hour crisis intervention to stabilize and maintain the placement.
- 2. Support for each youth must lead to the outcomes of placement stability, safety, and well being. For care that exceeds five (5) days, strategies to meet the outcomes must be identified in the Service Plan with approval by the Boys and Girls Home Utilization and Review Team.
- 3. Subcontractor staff shall have a minimum of one (1) face-to-face contact per week with each youth in placement. Each face-to-face contact must evaluate the identified strategies in the Service Plan to ensure the youth remains safe and supports the youth's move toward a more permanent placement.
- 4. Subcontractor shall have a minimum of two (2) contacts with the foster parents per week, one of which must be in the foster home. Each contact must evaluate the identified strategies in the Service Plan to determine the appropriateness and success in supporting the youth's move to a more permanent placement.
- 5. Subcontractor shall abide by all Enhanced Specialized expectations and standards laid out in this agreement for the provision of Emergency Care.

# **CRISIS RESPITE SERVICES**

## **10. Crisis Respite Care**

The Subcontractor shall provide Respite Care services.

### **a. Referral Standards**

- i. The Subcontractor shall accept Respite Care referrals from Boys and Girls Home Placement Specialists. The Subcontractor shall notify Boys and Girls Home of acceptance or denial within one (1) hour of contact and in writing within (2) working days from receipt of the referral.
- ii. The Subcontractor shall not provide this service to youth that currently receive Enhanced Specialized Resource Family Care or Specialized Resource Family Care services by Subcontractor.
- iii. Subcontractor shall only accept referrals from the Boys and Girls Home Placement Specialist or Resource Coordinator.
- iv. Children Referred from outside of the Boys and Girls Home Network (Boys and Girls Home Network includes Western, Central and Northern Services Areas) will not be placed with a provider within one of the three service areas without prior approval from Boys and Girls Home.

- v. All referrals must come directly from Boys and Girls Home Placement Specialist.
- vi. Other Lead agencies from Eastern and South Eastern Service Areas shall only place children from their areas by making referral to the Boys and Girls Home Call Center. Boys and Girls Home will review bed availability and determine appropriateness of placement with a Subcontractor.
- vii. Subcontractors will direct all referrals received directly from another Lead Agency to the Boys and Girls Home Call Center at: 888-624-1950.

**b. Admissions Standards**

- i. The Subcontractor shall accept and serve youth that do not exceed the Enhanced Specialized Resource Family Care or Specialized Resource Family Care Admission Standards by Subcontractor. Characteristics of these youth might include but are not limited to:
  - 1. Hyperactivity;
  - 2. Fetal alcohol syndrome,
  - 3. Developmental delay,
  - 4. Aggressive behavior (including sexual),
  - 5. Symptoms of physical and sexual abuse, and
  - 6. Disorderly behavior.

**c. Support and Stabilization**

- i. Subcontractor shall provide 24-hour crisis intervention to stabilize and maintain the Respite Care services.
- ii. Respite Care can only be utilized a maximum of three (3) days per month unless written approval for extended period of time is provided by the Boys and Girls Home Utilization Care Management Team is provided.

# INTENTIONAL FAMILY INTERACTION/PARENTING TIME

**4. Intentional Family Interaction/Parenting Time (Family Visitation)**

Subcontractor shall follow the intentional family interaction (family support) and parenting time (visitation/supervision) plans established by Boys and Girls Home in conjunction with the Department or in accordance with any court order visitation plan. Such visits shall take place in the biological home, whenever possible, or agency foster home, or community base settings. The Subcontractor agrees to cooperate with Boys and Girls Home and the Department regarding the scheduling of the youth's home visits with the youth's parents, caretakers, siblings or future placement provider.

Travel for miles greater than 25-miles may be requested and paid for as related to the rate schedule enclosed in the contract.

**POLICY: To allow youth placed in the Boys and Girls Home program to communicate and visit with biological or adoptive parents, siblings, relatives, and others deemed appropriate by the NDHHS staff.**

**PROCEDURES:**

1. Upon placement, the Boys and Girls Home staff will obtain a parenting time (visitation) plan for the youth in placement. Supervised visitations will not take place without a formal parenting time plan on file in the Boys and Girls Home office.
2. All parenting time activities are arranged and coordinated by Boys and Girls Home staff with any additional guidelines provided by NDHHS staff or courts.
3. Unsupervised visits are arranged and coordinated by NDHHS staff, biological family members, and Boys and Girls Home staff. Resource/Foster parents and staff will document dates, duration, and details of all visits on the form provided.
4. In the event of a non-state ward placement into the Boys and Girls Home program (voluntary), a team meeting will be scheduled within 14-days of the youth's placement. At this team meeting, the parenting time plan will be devised.

Boys and Girls Home will follow the following **Parenting Time Protocol** adopted by **Protocol Committee, June 2009 with the following outline:**

**PURPOSE OF PARENTING TIME: TO REINFORCE THE ATTACHMENTS BETWEEN PARENT AND CHILD, AND TO PROMOTE TIMELY REUNIFICATION**

1. INITIAL ICEBREAKER: When children are removed, a relative or person known to the child will try to be located for placement. If relative placement is not available, the family and foster parent meet at the office to have an "ice breaker". The biological family will be able to let the foster family know all the information about their children.
2. INITIAL VISIT: A first visit between parent and child will happen within 72 hours of removal. DHHS worker has the responsibility to ensure this happens. If provider not able to make the visit happen, DHHS will assist to have visits happen possibly in the DHHS office.
3. VISITS SHALL BE:
  - o As unrestricted as possible, based on safety (see Levels of Supervision, below #8)
  - o Progressive (see Appendix A)
  - o Developmentally appropriate (see Appendix B)
  - o Culturally appropriate
  - o In consideration of other factors such as addicted parents (see Appendix C) and domestic violence
4. DOCUMENTATION: The purpose of documenting visits is, in part, to be able to assess how the parent is progressing in working on the identified issues, and on the likelihood of reunification.
  - Documentation will be provided by the provider.

- Case managers will be responsible for ensuring proper documentation by the provider
    - Documentation shall include:
      - Description of parenting issues presented in the initial stages of the case
      - Demonstration of appropriate parenting skills during the visit
      - Assessment of the parent's improvement in addressing the identified issues
      - Assessment of the likelihood of reunification, and expected date, based on improvements documented
5. **ONGOING ASSESSMENT:** Visits will need to be assessed on a monthly basis. This can either be in person, by phone, or through emails.
- Ongoing assessments will determine when to transition visits to a less restricted alternative
6. **SAFETY:** If there are safety concerns that are unable to be managed in a supervised setting, they will need to be addressed immediately to see if the visitation can continue.
7. **ROLES AND RESPONSIBILITIES** of all parties involved with the children will be explained. This material will be shared with everyone. This will help all parties make sure the child's best interests are met at all times.
8. **LEVELS OF SUPERVISION** – A continuum to ensure safety while allowing the most normal family interactions possible
- **Therapeutic:** Role modeling, therapy, and teaching occurs to improve the parenting skills or parent-child relationships. Conducted by trained mental health professional.
  - **Supervised:** Parent and child are in sight and sound distance of objective person who can ensure the safety of the child and ensure that the visit plan is followed. The family is not allowed "alone" time unless specifically approved. Trained person is responsible to supervise the visit.
  - **Observed/Monitored:** Objective party who maintains some level of contact during the visit to ensure visit plan is followed. This level of observation will vary depending on the plan. In the lowest level, the visit can occur in a public setting without a designated observer: school events, child's sports, or other activities, medical appointments, parks, restaurants, pro sport games, etc.
  - **Unsupervised:** Parent and child allowed time alone from one hour to overnight. Child and family have resources available during visit to call for help. A clear safety plan has been developed and is known by all parties.
9. If siblings are separated, visits between the siblings will need to happen on a regular basis.
10. Training on the protocol will be provided to case managers, attorneys, GALs, services providers, and any other party involved.

**Sources:**

- Hess, Peg McCartt and Kathleen Ohman Proch. Family Visiting in Out-of-Home Care: A Guide to Practice. Washington: Child Welfare League of America, 1988.

- Wright, Lois E. and Cynthia B. Seymour. Working with Children and Families Separated by Incarceration: A Handbook for Child Welfare Agencies. Washington: Child Welfare League of America, 2000.
- Rycus, Judith S., Ronald C. Hughes, and Norma Ginther. "Core 104 Separation and Placement in Child Protective Services: A Training Curriculum." Columbus: Institute for Human Services; Washington: Child Welfare League of America, 1988.
- Wright, Lois E. Toolbox No. 1: Using Visitation to Support Permanency. Washington, DC: Child Welfare League of America, 2001.

## **Progression of Visits (1)**

The visitation plan should be guided by careful and ongoing assessment of the parent's ability to safely care for and appropriately interact with the child. The plan may require the parent to meet conditions related to visits (for example, to refrain from a behavior that contributed to the child's removal). If the parent does not comply, it is appropriate to impose restrictions (such as increased level of supervision) to protect the safety and well-being of the child. However, visits should never be used as a reward or punishment. Increased or reduced visitation should be a direct consequence of reduced or increased danger to the child and not linked to some other measure (such as engagement in other court-ordered services or drug test results).

Visitation planning is an ongoing process that should correspond to the child's placement phase in the child welfare system. Although the underlying goal of visitation (to preserve and enhance the parent-child relationship while providing for the safety and well-being of the child) remains the same through all phases, each phase emphasizes different purposes and uses different visitation arrangements.

1. Initial Phase. This phase focuses on maintaining ties between parent and child, assessing the parent's capacity to care for her child, and goal planning. To ensure the child is safe and appropriately cared for, visits are generally supervised and controlled for location and length. This phase generally lasts from four-to-eight weeks, but the length varies from family to family. If, after the initial visitation phase, the caseworker and other professionals working with the family continue to have concerns about moving to less supervision, it may be time to reconsider whether reunification is an appropriate goal for the child. If the court changes the permanency plan to adoption, the visitation plan might call for a gradual decrease in visits and a focus on grief work rather than parenting skills.
2. Intermediate Phase. During this phase, the parent is working to meet his or her case goals, and visitation activities allow the parent to learn and practice new skills and behaviors. Visits typically occur more frequently, for longer periods, in a greater variety of settings, and with gradually reduced supervision as the parent assume more and more responsibility for the child.
3. Transition Phase. This phase focuses on smoothing the transition from placement to home and determining what services are required to support the child's needs and the parent's ability to meet those needs following reunification. Visits should provide maximum opportunities for parent-child interaction. After the child leaves the foster parent's care, it is important to arrange visits between the child and foster parent, recognizing the value of that relationship to the child.

Visits should be long enough to promote parent-child attachment. The length of visits should gradually increase as the parent shows she is able to respond to her child's cues in consistent and nurturing ways, soothe her child, and attend to her child's needs. During the initial phase, limiting visits to one-to-two hours allows the parent to experience small successes without becoming overwhelmed. By the transition phase, as the family approaches reunification, unsupervised all-day, overnight, and weekend visits should be completed.

(1) Source: Smariga, Margaret, *Visitation with Infants and Toddlers in Foster Care: What Judges and Attorneys Need to Know*, ABA and Zero to Three Practice and Policy Brief, July 2007

### **Recommended best practice standards based on the child's developmental age**

- The following recommendations are based ONLY on the child's developmental age. Additional information based on the type of maltreatment, how long the child has been in care, the family culture, and factors such as addiction or domestic violence would also have to be considered in making the final decision regarding the visit plan.
- The recommendations are based on normal child development for children. Many children in care have developmental delays that may impact their true developmental age.

### **Infants - 0 to 18 months**

**PRIMARY PURPOSE:** Meet infant's developmental needs and maintain connections to people that are important in the child's life.

#### **FREQUENCY AND LENGTH OF VISIT**

- 2 to 5 per week face to face with all parents or people who have acted in parenting role.
- Daily would be optimal if possible.
- Minimize number of days between visits.
- Consistency in schedule is important.
- Once or more a week with any siblings the infant does not live with
- 60 minutes minimum to begin and lengthen as visits are successful
- Coordination between the caregiver and parent to keep the child on the same eating and sleeping schedule during the visit.
- Contact activities when frequent face to face is not possible: pictures, parent's voice recorded, video of parent, clothing items from parent with their scent, etc.

#### **LOCATION**

- Preferred: Parents' home or homelike environment the infant is familiar with such as caregiver's or relative's home
- The location should allow for the parents to provide normal infant care
- Other locations that contacts can occur include doctor appointments, at the child care location if the infant is attending one, family events, religious activities, etc.

#### **ACTIVITIES**

- Parent and child allowed to and/or provided instruction on activities that encourage attachment; i.e. parent meets child's
- needs; diapering, eating, sleeping, playing, etc.
- Play on floor or at eye level

- Music, read book, talk to baby, play baby games such as peek a boo
- Holding, comforting and touching the infant and allowing the infant to touch others.
- Any activity related to the abuse and neglect would not be on the list of approved activities until the parent has learned new skills or is being taught those skills during the visit. Example in a physical abuse case where discipline became abuse the parent would not be doing activities that require the parent to discipline the child until the parent has learn new discipline methods or the visit is being supervised by someone teaching those skills.

#### SUPERVISION

- Due to the infant's inability to communication and self protection the level of supervision should be kept at a higher than
- same maltreatment of older children.
- Have adult who the infant feels safe with (could be foster parent or a relative) help with all transitions.
- Limit the number of different people involved in transporting, supervising, handling the infant.
- Use consistent people.

#### WHO ATTENDS

- Birth parents and siblings together and/or separately
- Be sure the infant also has visits or contact with other people with whom the child already has developed an attachment (grandparents, relatives, etc.)

#### WHAT TO HAVE AT VISITS/RESPONSIBILITIES

- Bring food – be sure caregiver keeps the infant on same formula or food as birth parent had the child prior to placement. Only change if the food was not adequate to meet the infant's nutritional needs. Coordinate the changing diet or schedule of the infant.
- Bring diapers and extra clothes. Encourage the caregiver to dress the infant in clothes the parent purchased.
- Have items that calms baby; blanket, pacifier, toy should be brought to the visit.
- Encourage parents to bring toys, books and other items that would be normal in their family.

#### DOCUMENTATION

- Focus on the parent/child interactions related to attachment and to improving parenting skills related to the maltreatment.
- Do not make conclusions about attachment without observing multiple visits and the observer has expertise on attachment.
- Do not assume that an infant showing upset or initial resistance to going to parent indicates fear or poor attachment.

#### **Toddlers – 18 months to 3 years**

PRIMARY PURPOSE: Meet toddler's developmental needs and maintain connections to people that are important in the child's life.

#### FREQUENCY AND LENGTH OF VISIT

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Revised 7/8/10

Approved 7/8/10

- 2 to 4 per week, face to face with all parents or people who have acted in parenting role.
- Daily would be optimal if possible.
- Toddlers should not go too many days between visits. Consistency in schedule is important.
- Once or more a week with any siblings the toddler does not live within 60 miles. 90 minutes minimum and lengthen as visits are successful
- Coordinate between the caregiver and parent to keep the child on the same eating and sleeping schedule during the visit.
- Contact activities when frequent face to face is not possible: pictures, parent's voice recorded, video of parent, clothing item from parent with their scent, toddlers can begin to have phone conversations even though the call may appear to be one sided.

#### LOCATION

- Preferred: Parents' home or homelike environment the toddler is familiar with such as caregiver's or relative's home
- Be sure location has room for the child to move and play
- The location should allow for the parents to provide normal infant care such as diaper changes, feeding and napping
- Other locations that contacts can occur include doctor appointments, at the child care location if the toddler is attending one, playground, family events, religious activities, etc.

#### ACTIVITIES

- Parent and child allowed to and/or provided instruction on activities that encourage attachment; i.e. parent meets child's
- needs; eating, sleeping, playing, learning, etc.
- Play at child's physical level and abilities
- Music, read book, play games, talk to toddler. Games and activities that begin to teach toddler skills, rules and about their
- world
- Holding, comforting and touching the toddler and allowing the toddler to touch others, disciplining (teaching rules and boundaries)
- Parent should be involved in teaching skills such as toilet training, how to eat, how to dress and other toddler developmental skills
- Any activity related to the abuse and neglect would not be on the list of approved activities until the parent has learned new skills or is being taught those skills during the visit. Example in a physical abuse case where discipline became abusive the parent would not be doing activities that require the parent to discipline the child until the parent has learn new discipline methods or the visit is being supervised by someone teaching those skills.

#### SUPERVISION

- Due to the toddler's limited ability to communication and self protection the level of supervision should be kept at a higher than same situation with older children.
- Have adult who the toddlers feels safe with (could be foster parent, relative, child care provider) help with all transitions.
- Limit the number of different people involved in transporting and supervising the toddler, especially during "stranger fear" stage of development

## WHO ATTENDS

- Birth parents and siblings together and/or separately
- Be sure the toddler also has visits or contact with other people with whom the child already has developed an attachment (grandparents, relatives, former caregivers, etc.)

## WHAT TO HAVE AT VISITS/RESPONSIBILITIES

- Bring food – be sure caregiver keeps toddler on same food as birth parent had the child prior to placement. Only change if the food was not adequate to meet the toddler's needs. Coordinate the changing of the toddler's diet or schedule of the toddler.
- Bring diapers and extra clothes
- Have items that calms toddler; blanket, pacifier, stuff animal
- Age appropriate toy should be at to the visit – encourage parents to bring toys, books and other items that would be normal in their family

## DOCUMENTATION

- Focus on the parent/child interactions.
- Do not make conclusions about attachment without observing multiple visits and observer has expertise on attachment.
- Do not assume that a child showing upset or initial resistance to going to parent indicates fear or poor attachment.

## **Pre-schoolers - 3 to 5 years**

PRIMARY PURPOSE: Meet Pre-schoolers developmental needs and maintain connections to people that are important in the child's life.

## FREQUENCY AND LENGTH OF VISIT

- 2 to 4 per week, face to face with all parents or people who have acted in parenting role.
- Daily would be optimal if possible.
- These children should not go more than a week between visits.
- Consistency in schedule is important.
- Once or more a week with any siblings the child does not live with 60 miles. 120 minutes minimum and lengthen as visits are successful
- Coordinate between the caregiver and parent to keep the child on the same eating and sleeping schedule during the visit.
- Contact activities when frequent face to face is not possible: pictures, parent's voice recorded, video of parent, clothing item from parent with their scent , pre-schoolers can begin to have phone conversations even though they may appear to be one sided, have child call at night to say good night or even have parents read a night time story,

## LOCATION

- Preferred: Parents' home or homelike environment the child is familiar with such as caregiver's or relative's home
- Be sure location has room for the child to move and play,
- The location should allow for the parents to provide normal pre-schooler activities such as eating, dressing, playing, etc.

- Other locations that contacts can occur include doctor appointments, at the child care location if the pre-schooler is attending one, playground, family events, religious activities, etc.
- Some pre-schoolers begin to have friends and will want contact with them such as playing at each others house, going to birth day parties, etc.

#### ACTIVITIES

- Parent and child allowed to and/or provided instruction on activities that encourage attachment; i.e. parent meets child's needs; holding, comforting and the pre-schooler, eating together, etc.
- Music, read book, playing games, telling stories, sharing what has happened since their last visit
- Games and activities that begin to teach pre-schooler skills, rules and about their world, learn self care such as dressing, bathing, etc.
- Teaching how to do chores such as picking up toys, setting the table, religious activities such as saying prayers, etc.
- Any activity related to the abuse and neglect would not be on the list of approved activities until the parent has learned new skills or is being taught those skills during the visit. Example in a physical abuse case where discipline became abuse the parent would not be doing activities that require the parent to discipline the child until the parent has learn new discipline methods or the visit is being supervised by someone teaching those skills.

#### SUPERVISION

- Assess the pre-schooler's ability to communication and self protection. Depending on his/her skills the level of supervision may be lowered when it is clear that the child can communicate problems if left alone for any period of time
- Have adult who the pre-schooler feels safe with (could be foster parent, relative, child care provider) help with all transitions and check with the child after any alone time
- Have consistent people involved in transporting and supervising the child

#### WHO ATTENDS

- Birth parents & siblings together or separate
- Be sure the pre-schooler also has visits or contact with other people with whom the child already has developed an attachment (grandparents, relatives, former caregivers, teachers, etc.)

#### WHAT TO HAVE AT VISITS/RESPONSIBILITIES

- Bring food – as the pre-schooler is likely to need to eat during a visit.
- Allow the parent to provide food that is normal for that family. Only if the food would be immediately detrimental and/or the child was placed in care because of inadequate food should there be controls on the food. Example: Expecting parents to bring carrot sticks for snacks is not reasonable if the family does not normally consider this a snack food.
- Have items that calms pre-schooler; blanket, stuff animal, balls, games, etc.
- Age appropriate toy should be at to the visit – encourage parents to bring toys, books and other items that would be normal in their family

#### DOCUMENTATION

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Revised 7/8/10

Approved 7/8/10

- Focus on the parent/child interactions.
- Do not make conclusions about attachment without observing multiple visits and observer has expertise on attachment.
- Do not assume that a child showing upset or initial resistance to going to parent indicates fear or poor attachment.

### **School Age - 6 to 11 years**

PRIMARY PURPOSE: Meet School age child's developmental needs and maintain connections to people that are important in the child's life.

#### FREQUENCY AND LENGTH OF VISIT

- 1 to 2 per week, face to face with all parents or people who have acted in parenting role.
- More frequently if possible.
- Consistency is good but as child of this age is able to understand time and other issues s/he can tolerate some changes. Use calendars and other methods for the child to understand the schedule.
- Once or more a week with any siblings the child does not live within 60 miles. 120 minutes minimum and lengthen as visits are successful
- Contact activities when frequent face to face is not possible: phone calls, pictures, parent's voice recorded, video of parent, have child call at night to say good night or talk about the day events, email and other computer based contact such as live video contact.
- Whenever possible do not take a child out of school to have visits. Also consider what after-school activities the child has when scheduling.

#### LOCATION

- Preferred: Parents' home or homelike environment such as caregiver's or relative's home
- Be sure location has room for the child to play or do household/family activities.
- The location should allow for the parents to provide normal school age activities such as eating, playing, homework, household jobs, sports, etc.
- Other locations that contacts can occur include doctor appointments, at the child's school, sports, scouting or other similar groups, therapist appointment, playground, family events, religious activities, going shopping, hair cuts, going to a restaurant, etc.
- School age children will have friends and will want contact with them such as playing at each others house, going to birthday parties, etc. These can also be a time for parents to be involved and have contact with their child.

#### ACTIVITIES

- Parent and child allowed to and/or provided instruction on activities that encourage attachment; i.e. homework, household jobs, learning self care, eating together, planning the next visit, sharing what has happened since their last visit, listening to music together, etc.
- Making life story books, doing hobbies or crafts together, sharing of family traditions, preparation for holidays
- Discussing friends, school, learning about the world, morals, values, religion

- Playing games, sports, attending events such as sports, concerts, arts, cultural events, community events, being involved together in things like scouting or clubs, etc.
- Teaching how to do chores such as cleaning the house, working in the yard, doing laundry, cooking, religious activities such as attending religious education classes or services, etc.
- Parent may be involved in teaching skills such as choosing clothes, hair styles, going shopping, etc.
- Any activity related to the abuse and neglect would not be on the list of approved activities until the parent has learned new skills or is being taught those skills during the visit. Example in a physical abuse case where discipline became abusive the parent would not be doing activities that require the parent to discipline the child until the parent has learn new discipline methods or the visit is being supervised by someone teaching those skills.

#### SUPERVISION

- Assess the child's ability to communication and self protection. Depending on his/her skills the level of supervision may be lowered when it is clear that the child can communicate problems if left alone for any period of time
- Have adult who the child's feels safe with (could be foster parent, relative, teacher, coach) help with all transitions.
- Have a safety signal for child to use to secretly have alone time with supervisor of the visits and voice a fear of concern so the supervisor/monitor of the visit can intervene if needed.

#### WHO ATTENDS

- Birth parents & siblings together and/or separately
- Be sure the child's also has visits or contact with other people with whom the child already has developed an attachment (grandparents, relatives, friends, etc.)
- If the child has been in other placements visits or contacts with the former caregiver and family may be appropriate
- As visits progress include school friends in some visits so the parents learn about their child's friends and practices supervising this type of play

#### WHAT TO HAVE AT VISITS/RESPONSIBILITIES

- Bring food for longer visits or when the visit occurs during a meal time.
- Allow the parent to provide food that is normal for that family. Only if the food would be immediately detrimental and/or the child was placed in care because of inadequate food should there be controls on the food. Example: Expecting parents to bring carrot sticks for snacks is not reasonable if the family does not normally consider this a snack food.
- Have items that calms or helps the school age child handle stress. stuff animal, balls, games, video games, music, homework, school reports, etc. Allow child to bring these items
- Age appropriate toys should be at the visit – encourage parents to bring toys, books, music and other items that would be normal in their family

#### DOCUMENTATION

- Focus on the parent/child interactions.

- Do not make conclusions about attachment without observing multiple visits and observer has expertise on attachment.

### **Adolescents – 13 to 18 years**

PRIMARY PURPOSE: Meet youth's developmental needs and maintain connections to people that are important in the child's life.

#### FREQUENCY AND LENGTH OF VISIT

- 1 to 2 per week, face to face with all parents or people who have acted in parenting role.
- More frequently if possible.
- Involve the youth in develop visit plans.
- Consistency is good but the youth are able to understand time and other issues s/he can tolerate changes. Use calendars and other methods for the teen to understand the schedule.
- Once or more a week with any siblings the youth does not live within 60 miles. 120 minutes minimum and lengthen as visits are successful.
- Contact activities when frequent face to face is not possible: phone calls, pictures, parent's voice recorded, video of parent, have child call at night to talk about the day events, email and other computer based contact such as live video contact.
- Whenever possible do not take youth out of school to have visits. Also consider what after school-activities the youth has when scheduling.

#### LOCATION

- Preferred: Parents' home or homelike environment such as caregiver's or relative's home, community location
- The location should allow for the parent to engage the youth in normal activities such as eating, playing, homework, household jobs, sports, etc.
- Other locations that contacts can occur include doctor appointments, at the youth's school, sports, scouting or other similar groups, therapist appointment, playground, family events, religious activities, going shopping, hair cuts, going to a restaurant, etc.
- Youth will have friends (including boyfriends and girlfriends) and will want contact with them such as having the birth parents meet their friends or going to activities that include the other youth such as school, sports or other events. These can also be a time for parents to be involved and have contact with their child.

#### ACTIVITIES

- Normal youth and parents seldom spend 60 minutes or more alone. Be sure to plan activities that will encourage normal parent/youth interactions.
- Parent and child allowed to and/or provided instruction on activities that encourage attachment; i.e. homework, household jobs, learning self care, planning the next visit, sharing what has happened since their last visit, listening to music together, watching TV or movie together *and* discussing what they watched. etc.
- Making life story books, doing hobbies or crafts together, sharing of family traditions, preparation for holidays
- Discussing friends, school, learning about the world, morals, values, religion.
- Playing games, sports, attending events such as sports, concerts, arts, cultural events, community events, being in involved together in things like scouting or clubs, etc.

- Teaching how to do chores such as cleaning the house, working in the yard, doing laundry, cooking, religious activities such as attending religious education classes or services, etc.
- Parent may be involved in teaching skills such as choosing clothes, hair styles, going shopping, etc.
- Any activity related to the abuse and neglect would not be on the list of approved activities until the parent has learned new skills or is being taught those skills during the visit. Example in a physical abuse case where discipline became abuse the parent would not be doing activities that require the parent to discipline the child until the parent has learn new discipline methods or the visit is being supervised by someone teaching those skills.

#### SUPERVISION

- Usually a youth is able to communicate and self protect. This allows the level of supervision to be decreased more quickly.
- Have a safety signal for teens to secretly ask for time with the supervisor of the visit so s/he can voice a fear or concern.

#### WHO ATTENDS

- Birth parents & siblings together or separate
- Be sure the child's also has visits or contact with other people with whom the youth already has developed an attachment (grandparents, relatives, friends, etc.)
- If the youth has been in other placements visits or contacts with the former caregiver and family may be appropriate
- As the visits progress friends can be included in some visits so the parents learn about their youth's friends

#### WHAT TO HAVE AT VISITS/RESPONSIBILITIES

- Bring food for longer visits or when the visit occurs during a meal time.
- Allow the parent to provide food that is normal for their family. Or have the youth and parent plan what food will be brought to the visit.
- Have items that calms or helps the youth handle stress; balls, games, video games, music, school work, art projects, etc. Allow youth to select items to bring

#### DOCUMENTATION

- Focus on the parent/youth interactions.
- Do not make conclusions about attachment without observing multiple visits and have expertise.
- Do not assume that a youth who does not want to spend time with his/her parents is showing signs of attachment problems.
- It is normal adolescent development for a youth to want to limit or control contact with parents,

### **Parenting Time Timeline for Substance Abusing Parents**

#### **0-5 days from Removal:**

- Arrange 2 months of Supervised Visits consistent with developmental age of child.

- Request parents arrange Drug and Alcohol Evaluation.

**0-30 days Pre-adjudication Conference:**

- Evaluate visitation arrangements
- Develop and document expectations with parents of visits/parenting time.
- Define progress vs. lack of progress to the parents
- Explain consequences of parental actions or lack thereof
- Evaluate follow through on completing evaluation and consistency in attending parenting time sober and consider an increase in the amount of parenting time

**60 Days:**

- Team Meeting held to evaluate progress, including completion of evaluation and entry into treatment
- Re-assess expectations
- Evaluate parenting time schedule and adjust according to progress

**90 Days:**

- Team Meeting held to evaluate progress, including following recommendations in treatment
- Re-assess expectations
- Evaluate parenting time schedule and adjust according to progress

**180 Days:**

- Evaluate Progress and timeframes toward reunification
- If no progress is being made, the case will be referred to LB1184 Team for review of permanency objective including possible referral for TPR.

**ROLES AND RESPONSIBILITIES OF THE PARTIES**

	<b>BEFORE</b>	<b>DURING</b>	<b>AFTER</b>
<b>CHILD'S PARENT(S)</b>	Ask about any rules/expectations s/he does not understand. Follow all the rules. Find items to bring. Arrange transportation. Call as soon as possible if visit must be cancelled or you will be late. Ask for help on how to handle your and the child's emotions that commonly occur during visits.	Follow the visit rules. Come prepared. Come on time. Bring required items for visit and nothing else. Do not bring other people without permission. Give child 100% of your attention. No drugs or alcohol use at visit and do not come to visit	Listen for feedback and ask questions about how to improve. State concerns to SW. Provide suggestions for next visit. Take care of yourself – visits are hard emotionally. Talk to a friend, SW, or therapist to debrief visit.

	<b>BEFORE</b>	<b>DURING</b>	<b>AFTER</b>
<b>CASE WORKER person responsible to develop visit plan</b>	<ul style="list-style-type: none"> <li>Place child in a home that is close and will support visits and family connections.</li> <li>Place sibling together or ensure they have frequent visits.</li> <li>Provide everyone with written visit plan.</li> <li>Tell <b>parent(s)</b> of expectations and rules.</li> <li>Help parent(s) prepare what to say to child, what to bring, what activities are allowed/expected.</li> <li>Do not expect that parent(s) knows how to perform parenting tasks and assume parent(s) will feel “unnatural” during visit – PREPARE the parent(s) to succeed.</li> <li>Explain to <b>child</b> purpose of visit, safety rules, how long it will last, and returning to caregiver following visit. Practice what s/he may want to say to parent(s)</li> <li>Arrange transportation and location.</li> <li>Do not use visits as a reward or punishment.</li> </ul>	<p>intoxicated. If you are having a mental health crisis ask for visit to be postponed.</p> <p>See Supervisor of visit responsibilities if you are also doing that task Make visits a high caseload priority so that they occur.</p>	<p>Apply sanctions to parents who break rules. Do not use visits as rewards or punishment. Give the child’s parent(s) feedback on their interactions, behaviors, parenting skills or other issues. Communicate in a strength-based manner. Use <i>Progressive Visit Planning</i> to increase or decrease an item in the visit in order to meet the child’s needs and to determine parenting skills. Call and check with child and/or caregiver to see how the child is reacting to visits Ask everyone about how to improve the visits</p>
<b>CHILD’S OUTOFHOME</b>	Prepare child for visit given the type of visit; talk about visit, how to	Have the visit in caregiver(s) (your) home.	Transport child back to your home. Have routine that will

	<b>BEFORE</b>	<b>DURING</b>	<b>AFTER</b>
<b>CAREGIVER</b>	<p>handle emotions and the safety plan.</p> <p>Pack clothes, food, medicine, comfort item or other items needed for visit</p> <p>Say positive things to the child about visit and his or her parents.</p> <p>Transport child to visit.</p> <p>Give information to SW and parent about child: anything that might affect the visit, i.e. school, illness, behaviors.</p> <p>Support contact with siblings and others.</p> <p>Visits should never be talked about as a reward or punishment for a child's behavior.</p> <p>Believe that family connections are essential for a child's health development.</p>	<p>Model or teach parenting skills to the child's parent.</p> <p>Supervise or monitor visits – see supervisor of visits for more details</p> <p>Help with transitions at beginning and the end of visits, especially if the child is emotionally attached to you or the child does not remember the family members who will be at the visit.</p> <p>Be willing to meet with the child's parent(s) before and after the visit.</p> <p>Avoid "handing off" the child to a third party in order that you not meet the parent(s).</p>	<p>comfort child, allow for emotions to be safely expressed.</p> <p>Discuss "abnormal" reactions the child has to visits with the child's caseworker.</p> <p>Document visits if you supervised visit or it occurred in your home.</p> <p>Take care of yourself, the child, and your family - given your emotions.</p>
<b>CHILD/ YOUTH</b>	<p>Tell adults what you prefer regarding visits; location, frequency, who attends, activities, safety.</p> <p>Ask any questions you have about the visits</p> <ul style="list-style-type: none"> <li>• Tell adults if you are having feelings you cannot handle, are afraid, or need information.</li> </ul>	<p>Have fun.</p> <p>Be on time.</p> <p>Follow the rules.</p> <p>Use your safety plan, ask for help.</p> <p>Ask for visit to end if you feel unsafe.</p>	<p>Tell adults if you have any questions, feelings, reactions, or concerns about the visit.</p> <p>Tell adults what you think would make the visits better.</p>
<b>SUPERVISOR OF VISIT</b>	<p>Must be willing and able to put child's best interest first.</p> <p>Given the visit plan, have the skills required to implement the plan; to supervise, model</p>	<p>End visit if parent violates rules or if child indicates his/her safety is at risk.</p> <p>Enforce all the rules of the visit</p>	<p>If case worker has approved, provide immediate feedback to parent – do this out of hearing of the child.</p> <p>Document visit and send to appropriate</p>

**BEFORE**

parenting skills, assess, interactions, or observe. Complete any training required to be a visit supervisor, especially for conducting high level of supervision for violent or unsafe parents.

**DURING**

(location, activities, and people attending). End visit if parent shows any signs of intoxication, mental illness or abusive behaviors. Supervised/Observation supervisor: do not talk to others during the visit, do not get involved in activities even if asked, only intervene if safety issues occur. Modeling/teaching supervisor: do provide direct modeling or teaching of parenting skills as determined by the case plan. Can give advice to parent during the visit. Therapeutic supervisor: therapy, teaching parenting skills, family counseling, play therapy. Take notes regarding visit. Send to SW ASAP. May be required to testify in court. Watch the clock and be sure all 3 phases of a visit occur (saying hello, the activities, saying goodbye).

**AFTER**

people. Call social worker or caregiver soon after the visit if there is a special need of the child or parent(s) that should be addressed immediately. If approved, check with older children, out of hearing from the child's parent(s), as to the child's questions, reactions, or assessment of the visit.

**TRANSPORTER**

Be on time. Safe driving and car seats.

See Supervisor of visit responsibilities

Be on time. Safe driving and car seats.

<b>BEFORE</b>	<b>DURING</b>	<b>AFTER</b>
Listen to child during the ride.	if you are also doing that task.	Listen to child during the ride.
Provide reassurance.		Provide reassurance.
Report any concerns immediately to social worker.		Report any concerns immediately to social worker.
May be asked to provide information from caregiver to SW or child's parent(s).		May be asked to provide information to caregiver.

### **Administrative Standards for Foster Care Services**

Subcontractor recognizes and affirms that the Department retains legal custody of youth involved in their program and has final authority in all decisions. Boys and Girls Home as contracted by the Nebraska Department of Health and Human Services to provide Service Coordination and Service Provision for Child Welfare and Juvenile Service will be the initial contact for issues related to youth and families served.

#### **1. Foster Home Recruitment and Development for Foster Care Services**

a. Subcontractor shall:

- 1) Develop and implement an annual detailed recruitment plan and provide monthly progress reports to the Boys and Girls Home Quality Improvement staff. (See Attachment P)
- 2) The plan will include goals to recruit, screen, train and license new foster homes throughout the designated parts of the service area.
  - a. Foster families recruited, trained and licensed who choose not to provide this level of care, shall be referred to Boys and Girls Home Resource Development staff.
  - b. Recruitment efforts shall focus on families that will serve:
    - i. All age groups (specifically teenage youth)
    - ii. Youth from diverse cultural and ethnic backgrounds
    - iii. Sibling groups
    - iv. Youth with special needs
  - c. Recruitment efforts will also focus on locating foster families that will work closely with biological families
  - d. Subcontractor shall assure that all Enhanced Specialized Resource Family Care and Specialized Resource Family Care Service parents possess the following skills, abilities, and willingness to:
    - i. Participate as part of a professional team with the family in the development of an outcome based Comprehensive Service Plan leading to reunification or other identified permanency goals for the youth

- ii. Strategize with the family team to identify the outcomes, needs, permanency goals for special needs youth
- iii. Model, teach, and provide individualized support to and involvement of biological families, recognizing family strengths to commit to a child for the length of the service plan

## **2. Foster Home Licensing for Foster Care Services**

The Subcontractor agrees that all Enhanced Specialized Resource Family Care and Specialized Resource Family Care Service parents including those offering respite and emergency care meet the following minimum requirements:

- A. Licensing standards and licensing renewal standards as prescribed by Nebraska Department of Health and Human Services
- B. Be at least 21 years of age
- C. Have a home study completed by the Subcontractor
- D. Have a home study updated by the Subcontractor at the time of re-licensure or for purpose of adoption updates
- E. Meet the minimum training requirements as listed below:

(1) Implementation of the PRIDE Pre-Service Training Curriculum utilizing staff and foster parents as co-trainers. Co-trainers are to be trained by the NFAPA/Departments/Boys and Girls Home training staff prior to delivering the curriculum. The curriculum must be delivered as written. Additional information may supplement the training curriculum, but may not replace it. Document the completion of training for resource homes.

(2) Document the completion of at least 12 hours per year of ongoing training.

(3) Subcontractor will assure that resource parents will provide structure around basic daily living activities such as:

- 1) Personal care
- 2) House rules
- 3) School
- 4) Interaction with peers and adults

## **3. Multi-Ethnic Placement Act (MEPA) for Foster Care Services**

- 1) Subcontractor recognizes and affirms the federal statute prohibiting denial of or delay in placement of a child for foster care or adoption based on the race, ethnicity, or national origin of the child or family. Matching and placement must be determined based on the child's individual needs, not artificial barriers of race, ethnicity, or national origin of child or family. Families who believe this statute was violated can file a complaint with the Federal Office of Civil Rights, which then conducts an investigation of the complaint and of the state's practices.
  - a. The Subcontractor agrees to comply with MEPA in making placements, arranging for placements, or doing home studies for foster or adoptive families.

- b. Subcontractor further agrees that each staff person responsible for making placements, arranging for placements, or doing home studies for foster or adoptive families, will be trained upon hiring and annually thereafter regarding the requirements of MEPA.
- c. Subcontractor will make available to Boys and Girls Home documentation of this training.

#### **4. Foster/Adoptive Home Studies and Approval Studies for Foster Care Services**

- A. The Subcontractor is responsible for assuring the applicable foster/adoptive home studies or approval studies are completed as directed in regulation and policy.
  - 1. Adoption Home Studies that are current must be updated within 15 business days of a child being placed in the adoptive home.
  - 2. Home Studies that are not completed for Adoption must be completed within 30 business days of a child being placed in the adoptive home.
- B. All Department of Children and Family Services policies must be followed when competing foster/adoptive home studies and approval studies.
- C. All Agencies are required to obtain, if not in place currently, appropriate child placing licensure indicating ability to complete adoptions and adoptive home studies.
- D. Minimum qualifications required for an individual who conducts foster/adoptive home studies or approval studies are:
  - 1. A current resume showing education and experience. The individual must hold a Bachelor's Degree or higher in a human services field for must have experienced at least two years full-time employment in a human services field where job duties included interviewing, assessment, making professional determinations, and writing reports or narratives, and
  - 2. Three positive letters of reference.
  - 3. The following background checks must be completed on individuals who conduct home studies or approval studies:
    - i. Nebraska Child Abuse and Neglect Central Registers, and
    - ii. Nebraska State Patrol Sexual Offender Registry.
- E. In addition to the requirements set out above, all adoptive home studies must be completed by a licensed child placing agency.
- F. The format to be used on any foster/adoptive home study or approval study is designated by Boys and Girls Home, as determined by the Department.

- G. Mileage may be reimbursed to the Subcontractor at a rate of .34 per mile after the 25 mile radius, as pre-authorized. Mileage will be documented on the time sheet and paid (within 60 days of receipt) to the Subcontractor after the final Home Study/Adoptive Home Study is submitted and the time sheet has been submitted for billing. Documentation of the Home Study and/or Adoptive Home Study shall be submitted to the Boys and Girls Home Finance office at: 712-293-4800 with use of designated format.
- H. Non-affiliated families are defined as referrals from Boys and Girls Home for the purpose of a Home Study or Adoptive Home Study. The Subcontractor shall not include any foster homes served by their agency in this rate.

## **5. Subcontractor Review for Foster Care Services**

- 1) Subcontractor performance, files and data will be reviewed regularly to ensure that compliance standards are met in line with the expectations of Nebraska Department of Health and Human Services. Reviews will be a combination of scheduled program review components, as well as periodic reviews based upon need. Scheduled reviews will include:
  - A. Personnel File reviews
  - B. Performance Accountability reviews
  - C. Utilization reviews
    - 1. Utilization reviews will occur at a minimum of every six months for each child placed in foster care services. This review will evaluate the current needs and status of the child and the result will be the placement of appropriate level of care, as determined by the Care Management Coordinator. This includes the appropriate placement level related to the three tiers of Enhanced Specialized Foster Care.

## **6. Performance Accountability for Foster Care Services**

- a. Subcontractor shall specifically report on and meet service specific outcomes, which are outlined in Attachment D.
- b. As indicated by the Agreement, standards related to penalties will apply to Subcontractor, so that all parties are held to the same standards. If Boys and Girls Home is assessed a penalty by the Department for failing to meet a standard imposed by the Department that was due solely to Subcontractors failure to meet the standard, Subcontractor shall subsequently be assessed the penalty. If both Boys and Girls Home and Subcontractor are at fault, the penalty shall be apportioned according to each party's responsibility for such failure. Refer to Attachment H of the Agreement or the Operations Manual for specific information regarding monetary penalties.
- c. Data on the outcome measures and the fiscal and program data will be posted as part of the Department's position to be transparent and accountable.

- d. Performance will be measured in various manners through data collection. Boys and Girls Home will be moving towards a Preferred Provider Network model in year two or three of the contract, with this contract period being utilized for data collection regarding Provider performance. This model will support referrals being provided to agencies that can provide services to a broad geographic area as well as providing bundled services, which may include mental health services. Data collected within the confines of this contract includes, at a minimum:
  - i. Denials: Boys and Girls Home will maintain a database regarding the number of youth accepted by agency, as well as denials on all referrals made.
  - ii. Referrals will be made to all agencies that have identified the desire to provide services within the service area that they have designate, and Subcontractors will be expected to provide services within the boundaries of the service areas they have designated. (attachment R) If an agency is unable to accept a referral within their service area, data will reflect a denial.
  - iii. Subcontractors will be provided equal opportunity to accept each referral.
  - iv. Assignment of cases will be made to the Subcontractor that:
    - 1. Has met the contract requirements for services as outlined in the contract and the Attachment B for designated service(s)
    - 2. Accepts the referral first within their service area
    - 3. Can provide the majority of the services indicated in the referral
    - 4. Can provide the services requested within the geographic location of the family

## 7. Required Reports and Documentation for Foster Care Services

### a. Service Plan

- i. **Interim Plan:** Upon placement, the Subcontractor shall immediately implement an interim service plan and begin assessing and establishing baseline strengths and needs.
- ii. **Comprehensive Service Plan:**
  - 1. The Subcontractor shall submit the Comprehensive Service Plan to the Boys and Girls Home Service Coordinator within 20-days of placement.
  - 2. The Comprehensive Service Plan shall utilize strength based strategies and shall be created in conjunction with the biological parent(s) and Service Coordinator with input by the Department.
  - 3. The Comprehensive Service Plan shall include transition and discharge planning.
  - 4. For youth ages eight (8) and older, the Ansell-Casey Life Skills Assessment and the youth's plan for preparing them for adult living for older youth age 16 and older must be included in the Comprehensive Service Plan.
  - 5. The Subcontractor shall submit to all team members any revisions made to the Comprehensive Services Plan.
  - 6. The Subcontractor shall submit to all team members any revisions made to the Comprehensive Service Plan.

- b. **Timesheets:** Daily typed timesheets shall be scanned and securely emailed to [providers@bghome.net](mailto:providers@bghome.net) or faxed to: 712-2241998, no later than Thursday, at 10:00am with the signed timesheets included for services provided Thursday through Wednesday of the most recent 7 days (This includes all community based services and Home Supported 23:59). Timesheets will be completed in their entirety and will be signed by the client, and will match the daily documentation provided within 24 hours of the contact with the child/family. All documents sent must indicate the Geopod Number.
- c. **Mileage logs:** Approved mileage logs shall be scanned, securely emailed or faxed to the Finance office along with the monthly billing summary at: 712-293-4800 Attn: OOHR Finance Office
- d. **Documentation:** all documentation shall be securely sent to Boys and Girls Home with a cover page. The Subcontractor shall provide the below documentation requirements:
  - i. **Daily Session Notes:** The Subcontractor shall complete daily session notes or all contacts with families and keep a copy of these documents for review, as requested for services authorized.
  - ii. Foster Parents shall complete daily session notes on all children in their homes, and utilize the approved format. This will be maintained by the Subcontractor.
  - iii. **Monthly Summaries:** A monthly summary by family/youth, capturing the collective progress, concerns, etc (in standardized form provided by Boys and Girls Home) will be completed by the Subcontractor by the fifth (5<sup>th</sup>) of each month for services rendered the month previous. Subcontractor will provide daily documentation on a monthly summary format. This document must be (typed on Word document and sent via Secure Email to: [providers@bghome.net](mailto:providers@bghome.net). Monthly summaries will reflect the specific contact information in the provided session note format regarding the day's services provided to the youth and his/her family and shall clearly articulate the designated fields of information. Subcontractors shall utilize the Boys and Girls Home format for session notes and weekly summaries. DST session notes are not included in this expectation, as they will be submitted on the session note for each occurrence. Each Session Note and weekly summary must include the client's first and last name, as well as the Master Case Number.
  - iv. **Discharge Summary:** The Subcontractor shall provide Boys and Girls Home a discharge summary within seven (7) days of the youth leaving the program. The discharge summary shall include information regarding the youth's progress, future plans and any progress toward independent living preparation and life skills training when applicable. Discharge summaries shall be securely emailed to: [providers@bghome.net](mailto:providers@bghome.net).
- e. **Reporting:** The Subcontractor will be responsible for submitting the below reports within the designated timeframes:
  - i. **Subcontractor Employee List:** The Subcontractor will electronically and securely submit a spreadsheet by the 5<sup>th</sup> of each month to the CQI team

at [providers@bghome.net](mailto:providers@bghome.net) which includes the following employee information:

1. All employee names
  2. Completed background checks
  3. Position of each employee
  4. Hire Date of each employee
  5. Experience of the employee (as it relates to position requirements)
  6. Date of initial client contact
  7. Education (as it relates to position requirements)
- ii. **Incident Report:** The Subcontractor shall immediately report (verbally within 30 minutes) to Boys and Girls Home Call Center (888-624-1950) all changes which will affect the youth's status (i.e. running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc.)
- iii. **Critical Incident Report:** The Subcontractor shall immediately report (verbally within 30 minutes) to Boys and Girls Home any critical incident. The Subcontractor shall provide to Boys and Girls Home a written report of the Critical Incident within two (2) hours. The Subcontractor shall continue to provide information related to the Critical Incident as requested by Boys and Girls Home as mutually agreed upon by both parties. The Subcontractor will utilize an approved Critical Incident format for reporting and verbally contact the Boys and Girls Home Call Center at: 888-624-1950 and provide the written documentation via secure email to: [providers@bghome.net](mailto:providers@bghome.net). The term Critical Incident includes, but is not limited to:
1. Death of a child/youth resulting from abuse or neglect;
  2. Near fatality, life threatening condition or serious injury of a child/youth resulting from abuse or neglect;
  3. Suicide, or attempted suicide of a state ward or youth/child Boys and Girls Home is involved with;
  4. Death of a state ward or child/youth Boys and Girls Home is working with by other means, accidental or non-accidental;
  5. Death or non-accidental serious injury of a staff person while on the job;
  6. Allegations or arrests of a state ward or child/youth DHHS is involved with for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault- first or second degree; aggravated or armed robbery; etc,
  7. Any other event that is highly concerning, poses potential liability, or is of emerging public interest;
  8. Any other incident designated by the Division of Children and Families or Boys and Girls Home.
- iv. **Monthly Outcome Report:** The Subcontractor will provide a monthly Outcome Report to Boys and Girls Home in the agreed upon standard format for all families served. This will be submitted to:

[providers@bghome.net](mailto:providers@bghome.net) by the 5<sup>th</sup> day of each month for the data of the month previous.

- v. **Quarterly Home Study (and Adoptive Home Studies) Report:** The Subcontractor shall comply with all child placing license requirements regarding the home study and report quarterly on the following:
  - a. Total Number of Home Studies completed by county
  - b. Total Number of Adoptive Home Studies completed by county
  2. The Subcontractor shall complete a home study in a format approved by the Department to the Boys and Girls Home Resource Development Supervisor.
  3. The Subcontractor shall submit updated Home Studies to the Resource Development Supervisor with the license renewal packet
  4. The Subcontractor shall submit a Home Study update for the purposes of adoption to the Resource Development Supervisor or designee upon request.
  
- vi. **Monthly Census Report:** The Subcontractor will provide a monthly census report to Boys and Girls Home that lists all youth placed in an Agency Foster Home. This report shall be securely emailed to [providers@bghome.net](mailto:providers@bghome.net) by the 5<sup>t</sup> of each month, for the month previous. All foster homes should be listed monthly, indicating youth in each home, even if it is zero.
  
- vii. **Quarterly Disaster Plan Update:** Subcontractor shall provide a quarterly report to Boys and Girls Home at [providers@bghome.net](mailto:providers@bghome.net) that includes the following information/plan updates:
  1. How the agency Identifies and locates children/youth placed in their Agency's homes.
  2. How the agency Identifies, locates and continues availability of services for children/youth under State care or supervision that are displaced or adversely affected by a disaster.
  3. How the agency will remain in communication with Boys and Girls Home staff who are displaced because of a disaster; and
  4. How the agency will preserve essential program records.
  
- viii. **Initial and Annual Recruitment Plan Report:** Subcontractor shall submit an annual foster parent recruitment plan within thirty (30) days of the contract and updated annually. Quarterly progress reports reflecting activities and progress will be submitted on the calendar quarter:
  - January through March: due April 15<sup>th</sup>
  - April through June: due July 15<sup>th</sup>
  - July through September: due October 15<sup>th</sup>
  - October through December: due January 15<sup>th</sup>
  
- ix. **Monthly Financial Summary:** Subcontractor shall submit a monthly billing summary to Boys and Girls Home that outlines the specific services

provided and includes authorized and provided billing codes, services and rates. This summary should be included in the monthly billing and faxed to: 712-293-4800 Attn: OOHR Finance Office

- f. **Additional Reports:** The Subcontractor shall submit any additional reports as requested by Boys and Girls Home.
- g. **Penalties:** Should the Subcontractor be more than 30 days delinquent in submitting any of the above reports, Boys and Girls Home reserves the right to financially penalize the Subcontractor 5% of the previous quarter's total receipts Boys and Girls Home. The Subcontractor will continue to pay such amount for any months or portions of a month until the report is received.

## 8. Staff Standards

- a. **Background Checks:** Refer to Attachment C for complete listing of Background Checks required by Standard Contract.
- b. **Staff Qualification**
  - i. Foster Care Specialist must be at least 19 years of age and have obtained a high school diploma or GED. Foster Care Specialists with a high school diploma or GED must have a minimum of two years experience in the human service field. The experience could be social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field. Each year of post high school education may substitute for a year of work experience in a human service field.
  - ii. Foster Care Supervisors must be at least 21 years of age and have obtained a bachelor's degree in a human service field. Foster Care Supervisors must have a minimum of two years experience in the human service field. The experience could be social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field.
- c. **Staff Supervision:**
  - i. Foster Care Supervisors shall supervise a maximum of 6 full-time Foster Care Specialists.
  - ii. Each Foster Care Specialist shall support a maximum of 10 Enhanced/Specialized Resource Family Homes
- d. **Staff Training:** All subcontracted staff having direct contact with youth shall complete a minimum of 24 hours of pre-service training prior to client contact. Subcontractor shall additionally ensure that all staff have a minimum of twenty-four (24) hours of ongoing training per year on topics related to direct care of youth and placement and family centered practice values, beliefs and principals. Subcontractors can provide initial and ongoing training to staff once an initial training of trainers has occurred related to the specific evidence based program/service models utilized by Boys and Girls Home or can utilize

the provided DVD's with the required content. Boys and Girls Home Trainers will provide this initial training to Subcontractors related to the evidence based practices, along with the corresponding curriculum. It is the expectation that the Subcontractors will follow the program/service guidelines and follow the curriculum to ensure fidelity.

- i. Personnel file reviews will be conducted by Boys and Girls Home CQI personnel to ensure completion of required training. Deficient file reviews will result in a potential corrective action plan. The Subcontractor agrees to provide any missing documentation to the reviewer within thirty (30) days of request.
- ii. The Subcontractor will ensure that employees receive initial and ongoing training that meet the expectations of their Child Placing License and Accreditation organization.
- iii. The Subcontractor will manage all expenses included in travel, hotel, food, and other miscellaneous items involved in training employees. Boys and Girls Home shall not provide additional funding to Subcontractors for this purpose.
- iv. The Subcontractor will ensure that all foster parents that provide Parenting Time services will complete the Boys and Girls Home related training prior to providing the service. Once the Subcontractor has completed the training of the trainers for this model, the Subcontractor can provide the training to the staff and foster parents.
- v. The Subcontractor will ensure that staff complete the following Core pre-service training, initially and annually as updates:
  - a. First Aide for three-year certificate;
  - b. CPR for one year certificate
  - c. Medication Manager;
  - d. Family Centered Practice
  - e. Trauma Informed Care
  - f. Appropriate life stage development, including physical, emotional, and psychological growth and development;
  - g. Universal precautions for blood-borne pathogens and infection control;
  - h. De-escalation and aggression control techniques, and physical intervention protocol,
  - i. Suicide prevention and/or intervention;
  - j. Requirements for recognizing and reporting child abuse and neglect;
  - k. Recognition of substance abuse issues
  - l. Cultural Competency
  - m. Confidentiality and HIPAA
  - n. Driver's Safety (DDC-4) for staff that will ever transport a youth or family.
- iv. The Subcontractor shall provide Boys and Girls Home with a list of all training that employees complete, as well as an initial list of trainings to be approved by Boys and Girls Home.

1. Staff Equivalency Determination Process: The Subcontractor may petition Boys and Girls Home in writing for a determination of Equivalent Qualifications and Standards set forth above of this Service Description Agreement. Boys and Girls Home confer with the Department to ensure minimum qualifications are met. The written petition should include:
  - i. The name of the potential employee who is the subject of the petition;
  - ii. A reference to the Agreement's employment qualifications and standards to be reviewed;
  - B. A statement from the Subcontractor, which sets forth its basis for believing that the potential employee meets the Agreement's employment qualifications and standards; and
  - C. Supporting documentation for how the potential employee meets the employment qualifications and standards. Each petition shall be evaluated on a case by case basis. The petition shall be submitted to the Resource Development Supervisor or designee for approval. Boys and Girls Home shall issue its determination, in writing, within forty-five (45) days of the receipt of the petition.

## **Compensation for Services for Community-Based Services**

### **a. Coordination of Benefits**

Subcontractor shall not bill for and/or receive payment from more than one funding source for the same unit of service under this Agreement if full payment is made by one source for the fees charged. If Subcontractor received any payment from a third party payer for services delivered under this Agreement and for which Boys and Girls Home has already paid Subcontractor, then Boys and Girls Home will reduce payment to Subcontractor pursuant to a subsequent invoice. The reduction in payment will be the amount of payment by the third party. If there are no subsequent invoices under this Agreement, Subcontractor will pay to Boys and Girls Home the amount of any third party overpayment.

### **b. Return of Funds**

Subcontractor will return to Boys and Girls Home any overpayments under this Agreement. If Subcontractor or its agents determines that Boy and Girls Home has overpaid for Subcontractor's services, Subcontractor shall notify Boys and Girls Home of the overpayment and shall repay Boys and Girls Home for that overpayment in a timely manner.

### **c. Compensation for Services**

Subcontractor will only perform services that have been requested and authorized by Boys and Girls Home. Subcontractor will bill Boys and Girls Home for services actually performed by the Subcontractor as required by this Contract by submitting an invoice (refer to Attachment E), along with corresponding timesheets, for Subcontractor's services at the rates described in Attachment A1. Subcontractor will prepare and submit detailed invoice for its services provided during the prior billing cycle no later than the fifth (5<sup>th</sup>) of the month, to:

Boys and Girls Home of Nebraska, Inc.  
Attn: Julie Lynner/Finance Office  
PO Box 1197  
Sioux City, IA 51102-1197  
Or

Invoice may also be submitted via fax to: 712-293-4800 Attn: Julie Lynner or securely emailed to [lynnerj@bghome.net](mailto:lynnerj@bghome.net) . Invoices will not be processed unless they are properly completed and include all described information in the Monthly Billing Summary section.

For all undisputed invoiced services, Boys and Girls Home will remit payment to the Subcontractor no later than the sixty (60) days after the date on which Boys and Girls Home received Subcontractor's invoice. The invoices must be submitted on a form provided by or approved by Boys and Girls Home. To avoid some problems with duplicate claims and payments, Subcontract must submit its initial invoice for services to Boys and Girls Home no later than forty-five (45) days after the last date of service claimed on the invoice. Boys and Girls Home may deny payment of invoiced services submitted the first time more than forty-five (45) days after the last date of services on the invoice.

If services the Subcontractor provides are covered and eligible for payment through a health insurance policy, an employee benefit plan, or a Federal or State health care program or if a third-person is legally responsible for paying for Subcontractor's services, Subcontractor will submit claims to obtain payment from that other source of payment and will not submit an invoice to Boys and Girls Home for those services unless its claim is denied by the other source for payment. Subcontractor may submit to Boys and Girls Home an invoice for services provided prior to the preceding calendar month if the reason for submitting the delayed invoice is Subcontractor's unsuccessful attempts to collect payment from another source of payment pursuant to this section. Subcontractor will submit proof of its claim denial to Boys and Girls Home with its invoice for services.

Boys and Girls Home may withhold payment for any invoiced services that are in dispute or not supported by proper documentation and contact Subcontractor to discuss those disputed or undocumented services.

Subcontractor must submit documentation of services as outlined in the service requirements and reporting requirements. Subcontractor must keep all documentation within their files for review by Boys and Girls Home of Nebraska, Inc.

Timesheets must be completed for services and submitted as described in the Reporting guidelines sections. All timesheets must be signed by the client and completed in their entirety to be paid.

#### **i. Monthly Billing Summary**

Subcontractors are responsible to provide a monthly billing summary to Boys and Girls Home of Nebraska, Inc. that includes the following information:

- Client Name
- Master Case ID

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Revised 7/8/10

Approved 7/8/10

- Person Case ID
- Dates of Service
- NFOCUS Service Code
- State Provider ID for Subcontractor (or foster parent if Agency Based Foster Care Provider)
- Name of person providing service
- Cost of service being billed (per unit and extended)

**d. Method of Payment**

Payment will be made to providers for services authorized and rendered on an individualized basis, per child or family. Individualized Agreements for services will be completed by the Centralized Intake Unit and delivered to Subcontractors, as services are authorized. The Individualized Service Agreement will act as both authorization for services and method/rate of payment for each client and services should not be provided by a Subcontractor without receipt of this signed and completed agreement. Below are the established rates for services.

Rates will be evaluated a minimum of annually.

**e. Special Conditions for Payment of Services**

Subcontractors will be paid for services rendered, once verification of previous authorization has been demonstrated, appropriate documentation has been verified and the Subcontractor appropriately bills. Services will be paid within sixty (60) days of being billed to Boys and Girls Home of Nebraska, Inc.

If authorization for services has not been obtained by the Subcontractor, Boys and Girls Home could refuse payment. If appropriate documentation of services has not been provided to Boys and Girls Home by the Subcontractor, payment may be delayed until receipt of such documentation.

If penalties have been incurred by the Subcontractor, Boys and Girls Home will review internally and will notify the Subcontractor in writing prior to subtracting said amount from monthly payments.

**f. Foster Care Fee Schedule:**

Initials	Type of Service	Billing Code	Subcontractor Rates
<b>B.4 Foster Care</b>			
_____	4.1 Enhanced Resource Family Care and Support (ASFC)		
_____	4.1a Tier One	7933T1	30.00/day
_____	4.1b Tier Two	7933T2	43.00/day
_____	4.1c Tier Three	7934T3	69.00/day
_____	4.2 Emergency Resource Family Care and Support	7933E	69.00/day
_____	4.3 Crisis Respite	7933C	80.00/day
_____	4.4 Adoptive Home Studies	6013	450.00/each plus mileage
_____	4.5 Home Studies- non- affiliated	444OH	\$250.00/each plus mileage

_____	Families-by referral only 4.6 Parenting Time by Foster Parent	4205FC	20.00/hour
_____	4.7 Transportation Family Visitation	3773OH	.34 per mile after 25 mile radius