

**Attachment B: Facility Based 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: 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

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 CFSR 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

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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 their families who are served by CFS.

An overall system of management is utilized by Lead Agencies (including Boys and Girls Home) to provide for the full continuum of services both in-home and out-of-home, the day-to-day functions of service planning, acquisition, coordination and delivery of services for children/youth and families. 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).

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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 for the Western, Northern and Central Service Areas of Nebraska, as the sole Lead Agency in each of these Service Area. 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.

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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 19th 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: Facility Based Care

Facility Based Care encompasses placement of a child in a non-treatment facility setting and occurs when a child is determined to be unsafe to the community based on specific behaviors.

Within the Boys and Girls Home Facility Based Array are the following defined services:

- 1) Residential Safety Services
- 2) Residential Additional Staffing

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- 3) Group Home Care
- 4) Parenting Time
- 5) Transportation Family Visitation
- 6) Crisis Respite
- 7) Home Supported Safety (23:59)

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.

Boys and Girls Home shall provide the Facility 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 for Residential Safety Services and Group Home Care

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).

Through this Agreement, the Subcontractor agrees to provide Residential Safety Services and/or Group Home Care. Residential Safety Services and Group Home Care must be provided in a facility that is licensed in the State of Nebraska.

Boys and Girls Home of Nebraska believes that there are **eight guiding principles** that should mold our service delivery. Residential Safety 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

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to not simply provide 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

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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 shelters or residential safety facilities 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:

- Siblings will be placed together in compliance with Federal requirements.
- Children/youth will be placed with a non-offending parent.
- Children/youth will be placed with relatives or in homes that are licensed or approved as meeting licensing standards.
- We will recommend placement changes, as necessary, to the CFS Specialist.
- The Interstate Compact on the Placement of Children (ICPC) for out of state placements will be followed.
- Placement preferences required by the Federal and State Indian Child Welfare Acts will be followed.

RESIDENTIAL SAFETY SERVICES

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II. **SCOPE OF SERVICES: RESIDENTIAL SAFETY SERVICES**

The Subcontractor agrees that for valuable consideration provided by Boys and Girls Home, the Subcontractor shall provide **Residential Safety Services** to youth who are referred by Boys and Girls Home as contracted with the Department.

A. Purpose: The purpose of this contract is to have Residential Safety Services (formally called Emergency Shelter Care) available for children in need of short term out-of-home care.

B. Service Delivery Requirements

The Subcontractor agrees to provide Residential Safety Services for youth (maximum allowed by license) who are either wards of the Department, or who are voluntary cases either from the Department, or who are taken into temporary protective custody by law enforcement and who are directly referred for placement by Boys and Girls Home. Law enforcement holds are outside this Agreement and must be paid for by the county of jurisdiction if placed in the Residential Safety service facility.

Residential Safety Services is a short-term service that is not expected to exceed thirty (30) days. The service shall support youth and families who are experiencing a crisis situation that requires a break from the home and provide a safe and secure facility with 24-hour awake supervision.

The facility shall provide a safe, nurturing environment for the youth, and shall provide structure around basic daily living activities such as personal care, house rules, school, positive reinforcement, and natural and logical consequences.

1. Admission Criteria

The Subcontractor shall accept and serve all youth who are referred to them by Boys and Girls Home. This acceptance and continuing commitment to serve and protect is unconditional on each youth's diagnosis, history, and presenting problems or behaviors, unless the youth's characteristics meet the following limited exceptions:

- a) Acute mental or physical illness requiring approved out-of-home treatment authorized by Medicaid or Medicaid Managed Care
- b) Behaviors requiring removal from the facility as determined by law enforcement and/or the courts.

2. Referral: The Subcontractor will receive referral information from Boys and Girls Home Call Center. A Referral Form will be provided along with an authorization for services based on the interim Comprehensive Service Plan. Subcontractor shall only accept referrals from the Boys and Girls Home Call Center.

- a) 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.

- b) All referrals must come directly from Boys and Girls Home Call Center.
- c) 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 Call Center will review bed availability and determine appropriateness of placement with a Subcontractor.
- d) Subcontractors will direct all referrals received directly from another Lead Agency to the Boys and Girls Home Call Center at: 888-624-1950.

3. Service Standards

a. Family Involvement Standards

All contacts with the youth's family are to be made in accordance with plans approved by Boys and Girls Home and the Department. The facility shall involve the youth's family, as directed, in the following ways:

- a) Providing a setting for family visits which includes intermittent monitoring of the youth's safety;
- b) Assisting with the coordination of family visits in the family room
- c) Coordinating other family contacts;
- d) Providing the family with orientation to the facility and program;
- e) Including the family in developing and implementing the service plan, and
- f) Integrating the family into the care of the youth through regular communication and informal consultation which may include but not be limited to activities such as:
 - (1) Family Team Meetings
 - (2) Teaching specific behavior management techniques
 - (3) Parent education and parent support group.

b. Safety Standards

- a) Boys and Girls Home 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.
- b) Boys and Girls Home and the Subcontractor will plan and develop services to be provided to the youth to ensure safety for the youth and others.
- c) Subcontractor shall ensure that youth are safe while in their care. Youth meeting one of the following criteria may require additional staff and the request for such should be directed at the Care Management Team and Service Coordinator for approval. Behaviors may include:
 - Supervision that may include physical intervention
 - Exhibiting assaultive, disruptive, or aggressive behaviors
 - Engaging in significant property destruction

- Unresponsive to verbal redirection
- Presenting a danger regarding sexually assaulting other based on recent history
- Requiring monitoring for possible suicidal or self-harming behaviors
- Special medical needs such as a disability that requires additional supervision but that does not required approved out of home treatment

d) Additional staff request must be based solely on documented safety issues, and the hours billed to Boys and Girls Home shall not duplicate the hours that a youth is receiving services.

- d) 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.
- e) 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.
- f) In cases where the Subcontractor believes the continued care of a youth places either the youth, another youth residing in the shelter facility, or a staff member in the shelter facility at imminent risk of being harmed, the Subcontractor shall take action to provide for the safety of the youth. The Subcontractor shall contact Boys and Girls Home Referral line for immediate connection to 24-hour on-call staff to review the case specific and shall agree upon a plan within the shelter facility that meets the needs of the youth and shall ensure the safety needs of all youth and staff in the facility.
- g) 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 Service Coordinator.

c. Education Standards

- (1) Subcontractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into the shelter, when the school is within a 25-mile radius of the foster home placement unless agreed upon by the Family Team.

- (2) 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).
- (3) Subcontractor shall provide assistance with homework, or arrange for the provision of additional assistance as needed.
- (4) Subcontractor shall provide each youth with the minimum school supplies required by each school.
- (5) Subcontractor shall maintain regular contact with school to monitor the youth's progress. If the Subcontractor operates a school, or a school is located in the facility, the Subcontractor agrees to comply with NE State Department of Education's Rule 18.

d. Recreation Standards

(1) Subcontractor shall make every effort to provide planned, structured, age appropriate recreational activities in a community setting at least once a week. Individual youth, unable to participate in community activities due to documented community safety or other safety issues, shall have planned, structured and age appropriate recreational opportunities at the facility.

(2) Subcontractor shall maintain a record of those activities. These activities will encourage youth to be reintegrated into the community with the goals of improving social skills and interpersonal relationships. The Subcontractor assumes all costs associated with these activities.

e. Medical Standards

(1) Emergency Medical Services

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

(b) When emergency medical care is obtained for a youth, the Subcontractor shall notify both the Team Lead and the assigned Protection and Safety Worker or designee, and parent, if appropriate.

(c) 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

(a) 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:

- i. Routine or elective medical examinations including annual health checks,

- ii. Routine or elective medical tests,
- iii. Routine or elective medical procedures,
- iv. 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.

(b) Subcontractor shall utilize Medicaid and Medicaid Managed Care approved medical, dental and mental health care providers as agreed upon by the Department.

(c) Subcontractor agrees to assist Boys and Girls Home in accessing appropriate mental health services.

(d) The Department is responsible for all medical, dental, prescription costs not covered by Medicaid or Medicaid Managed Care.

(e) 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.

4. 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 facility may be reimbursed as negotiated with Boys and Girls Home, if pre-authorized. This includes but is not limited to:

- 1) Activities and community services

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- 2) Therapy visit (Agency will bill Medicaid, if applicable)
- 3) Doctor appointments
- 4) Court hearings and legal appointments
- 5) Family visits
- 6) 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.

5. Personnel Needs Standards

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

a. Clothing and Personal Items

- 1) Subcontractor agrees to complete an 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.

b. Food

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

Special dietary needs of the youth shall be met if medically prescribed.

c. 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.

6. Utilization Standards

Subcontractor shall be responsible for maintaining a log of all youth placed in their facility, which shall remain updated at all times. Subcontractor will provide Boys and Girls Home with the Residential Safety youth census twice per day (morning and evening), upon designated shift changes. This census shall be called into: 888-624-1950.

7. Plan Development

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

a. Service Plan:

The Subcontractor agrees to prepare a Service Plan of Care for all youth that are in shelter facility for more than five (5) days. The plan of care shall include but not be limited to:

- 1) Orientation to the facility
- 2) Behavior management
- 3) Education
- 4) Visitation/family interaction
- 5) Medical services/prescriptions, and
- 6) Safety plan

b. Discharge Plan

- a. Subcontractor agrees not to transfer youth to any other facility or other placement without the authorization of Boys and Girls Home. At the time of discharge, the Subcontractor shall provide a copy of the written inventory to the next placement, parent, Boys and Girls Home worker, or guardian.
- b. Subcontractor shall ensure that all personal belongings of the youth are returned to the youth or the Boys and Girls Home Service Coordinator upon discharge, or as soon as possible. The Subcontractor shall not be held responsible for the personal belongings of youth left at the facility for more than thirty (30) days after the youth's discharge date, unless other arrangements have been made.
- c. Subcontractor is responsible for discharging the youth with at least the clothing listed on the admission form or the most recent updated inventory.
- d. A written discharge plan will describe progress made while youth was at the shelter as well as other information as provided on reporting requirements.

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.

GROUP HOME CARE

Revised 7/8/10
Approved 7/8/10

III. SCOPE OF SERVICES: GROUP HOME CARE

The Subcontractor agrees that for valuable consideration provided by Boys and Girls Home, the Subcontractor shall provide **Group Home Services** to youth who are referred by Boys and Girls Home as contracted with the Department.

A. Purpose: The purpose of this contract is to have Group Home Services available for children in need of out-of-home care.

B. Service Delivery Requirements

The Subcontractor agrees to provide Group Home Services for youth (maximum allowed by license) who are either wards of the Department, or who are voluntary cases from the Department and who are directly referred for placement by Boys and Girls Home.

Subcontractor shall accept and serve youth age twelve (12) through eighteen (18) years old. Exceptions to the age requirement will be made on an individual basis. Youth referred for Group

Home services require awake staff to maintain safety of the group home environment and community.

The Group Home facility shall provide a safe, nurturing environment for the youth, and shall provide structure around basic daily living activities such as personal care, house rules, and school, interaction with peers and adults, positive reinforcement, and natural and logical consequences.

i. Presenting Issues

- A. Difficulty with adapting to family and community circumstances. Acts of intimidation and threats of physical harm to peers, caregivers, and authority figures.
- B. Acts of intimidation and threats of physical harm to peers, caregivers, and authority figures.
- C. Frequent running away from home, sometimes for extended periods of time with whereabouts unknown.
- D. Use of profane, vulgar, or curse words toward peers, caregivers, and authority figures.
- E. Inappropriate sexual behavior and sexual acts displayed in public or in front of others.
- F. 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.
- G. Illegal behaviors such as stealing, shoplifting, vandalism, defacing property, deliberate property damage.
- H. Cruelty to animals.
- I. Involvement in gangs that may have resulted in law violations.
- J. Alcohol and substance abuse use and misuse that can be managed in community based treatment.
- K. Use of tobacco products.

- L. Self-harmful behaviors including suicidal thoughts which can be managed in community based treatment.
- M. Youth with mild to moderate Developmental Disabilities whose needs can be managed in individual group homes.
- N. Diagnosed with HIV/AIDS.

A youth may be in need of a higher level of care, and been denied that level. It will be the expectation of the group home to seek a therapist that will assist with treatment goals to ensure proper level of care is available for the youth.

ii. History of Issues

- A. Violent tendencies that include hitting, biting, scratching, throwing objects.
- B. Victims of sexual, physical, and emotional abuse and neglect.
- C. Youth who successfully completed treatment and whose current treatment needs can be met with community based services:
 - (1) Sexual assault
 - (2) Sexually aggressive behavior
 - (3) Mental Health diagnosis
 - (4) Chemical dependency or substance abuse diagnosis

iii. Program Standards

A. Admission Criteria

The Subcontractor shall accept and serve all youth who are referred to them by Boys and Girls Home. This acceptance and continuing commitment to serve and protect is unconditional on each youth's diagnosis, history, and presenting problems or behaviors, as outlined above.

- 1) The Subcontractor shall accept and serve youth referred to them by Boys and Girls Home as approved by the Department.
- 2) The Subcontractor shall notify Boys and Girls Home of acceptance or denial of the youth for placement within five (5) working days from receipt of referral.
- 3) Upon the acceptance of the youth for placement, the Subcontractor shall provide the earliest available date for placement to Boys and Girls Home Care Placement Specialist assigned by Service Area. After approval is received from the Placement Specialist, notification will be provided to the Service Coordinator and the CFSS by this designated Placement Specialist
- 4) If the Subcontractor intends to deny a referral for reasons other than capacity, the Subcontractor shall provide Boys and Girls Home with written documentation explaining why the Subcontractor is unable to serve the identified youth within five (5) days of receiving the referral. This documentation must be submitted to the Call Center. Repeated failure to take referrals when capacity is not at issue will be reviewed jointly by the Subcontractor and Boys and Girls Home Regional Coordinator to determine ongoing contractual arrangements. In the event that all group home programs have denied a youth, all group home administrators and/or intake specialist will have a planning meeting to determine the most appropriate placement for the youth with wrap around services. This includes youth that have been court ordered to a Group Home placement.

- B. Referral:** The Subcontractor will receive referral information from Boys and Girls Home Placement Specialist. A Referral Form will be provided along with an authorization for services based on the child's Service Plan. Referrals shall only be accepted by the Boys and Girls Home Placement Specialist.
- i. 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.
 - ii. All referrals must come directly from Boys and Girls Home Placement Specialist.
 - iii. 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 Placement Specialist will review bed availability and determine appropriateness of placement with a Subcontractor.
 - iv. Subcontractors will direct all referrals received directly from another Lead Agency to the Boys and Girls Home Call Center at: 888-624-1950.

iv. Service Standards

A. Family Involvement Standards

All contacts with the youth's family are to be made in accordance with plans approved by Boys and Girls Home and the Department. The Subcontractor shall involve the youth's family, as directed, in the following ways:

- ii. Providing the family with an orientation to the facility.
- iii. Including the family in developing and implementing the Comprehensive Service Plan.
- iv. Integrating the family into the care of the youth through regular ongoing communication and information consultation which may include but not be limited to:
 - 1) Family Team Meetings
 - 2) Teaching specific behavior management techniques
 - 3) Parent education and parent support group.
 - 4) Inclusion in school and community activities
 - 5) Including the family in developing and implementing transition, and discharge plans.

C. Family Visitation Standards

- i. The Subcontractor shall follow the parenting time (visitation plan) established by the Department, the courts and Boys and Girls Home.

- ii. The Subcontractor shall work collaboratively with Boys and Girls Home In-home and Safety Service Coordinators.
- iii. The Subcontractor shall provide a setting in the facility for supervised or unsupervised visits to occur.
- iv. Subcontractor responsibility for unsupervised visits outside of the facility is limited to transporting the youth to and from the visit within a twenty-five (25) mile radius, with prior authorization by Boys and Girls Home necessary.

D. Safety Standards

- i. Boys and Girls Home 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.
- ii. Boys and Girls Home and the Subcontractor will plan and develop services to be provided to the youth to ensure safety for the youth and others.
- iii. The Subcontractor shall ensure that youth are safe while in their care. In cases where the Subcontractor believes the continued care of a youth places either that youth or another youth residing at the facility at imminent risk of being harmed, the Subcontractor shall take action to provide for the safety of all youth in the facility. The Subcontractor and Boys and Girls Home Service Coordinator or designee shall agree on a plan for safety that will meet the needs of the youth and will ensure the safety needs of all youth in the facility.
- iv. 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 Service Coordinator.

E. Education Standards

- (1) Subcontractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into the group home, when the school is within a 25-mile radius of the placement unless agreed upon by the Family Team.
- (2) 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).

- (3) Subcontractor shall provide assistance with homework, or arrange for the provision of additional assistance as needed.
- (4) Subcontractor shall provide each youth with the minimum school supplies required by each school.
- (5) Subcontractor shall maintain regular contact with school to monitor the youth's progress.
- (6) If the Subcontractor operates a school, or a school is located in the facility, the Subcontractor agrees to comply with NE State Department of Education's Rule 18.

F. Vocational and Employment Standards

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

G. Recreation Standards

(1) Subcontractor shall make every effort to provide planned, structured, age appropriate recreational activities in a community setting at least once a week. Individual youth, unable to participate in community activities due to documented community safety or other safety issues, shall have planned, structured and age appropriate recreational opportunities within the facility.

(2) Subcontractor shall maintain a record of those activities. These activities will encourage youth to be reintegrated into the community with the goals of improving social skills and interpersonal relationships. The Subcontractor assumes all costs associated with these activities.

H. Medical Standards

(1) Emergency Medical Services

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

(b) When emergency medical care is obtained for a youth, the Subcontractor shall notify both the Team Lead and the assigned Protection and Safety Worker or designee, and parent, if appropriate.

(c) 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.

(d) The Department is responsible for all medical payments

(2) Non-Emergency

(a) 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 and Department, the Subcontractor shall assist the agency 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.

(b) Subcontractor shall utilize Medicaid and Medicaid Managed Care approved medical, dental and mental health care providers as agreed upon by the Department.

(c) Subcontractor agrees to assist Boys and Girls Home in accessing appropriate mental health services.

(d) The Department is responsible for all medical, dental, prescription costs not covered by Medicaid or Medicaid Managed Care.

(e) Subcontractor will document all medical contact, emergency and non-emergency, in the youth's case record.

(f) The 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.

(g) When possible, the medical or mental health provider shall be selected jointly by the youth's family, Boys and Girls Home and the Department. The selection shall always be based on the youth and family's best interest. If an agreement cannot be reached between the family, Boys and Girls Home and Subcontractor, the Department will have final decision.

(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:
 - v. The youth's name
 - vi. Name of medication given
 - vii. The date, time, dosage, route of each provision, schedule for provision, any refusal by the youth and person's name who provided the medication
 - viii. Youth's medication allergies and sensitivities, if any.

- d. The medication log shall be made available to Boys and Girls Home and/or the Department upon request.

- e. Subcontractor shall include on all intake and discharge forms:
 - v. Medication(s) needs of the youth
 - vi. Medication(s) prescribed to the youth while in the Subcontractor's care
 - vii. Individual receiving medications for the youth
 - viii. 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, as pre-authorized.. This includes but is not limited to:

- i. Activities and community services
- ii. Therapy visits(Agency will bill Medicaid, as applicable)
- iii. Doctor appointments
- iv. Court hearings and legal appointments
- v. Family visits
- vi. 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 in their facility, which shall remain updated at all times. Subcontractor shall document the Group Home youth census to the Boys and Girls Home Call Center once per week, to be included in the weekly agency report.

K. Personnel Needs Standards

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

i. Clothing and Personal Items

- 1) Subcontractor agrees to complete an 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. Clothing is expected to be appropriate, in reasonable shape, and to fit the youth.
- 3) The following is a guideline of an adequate wardrobe:
 - ii. Socks: 7 pairs
 - iii. Underwear: 7 pairs
 - iv. Bras: 3
 - v. Pants or shorts (seasonal): 5 pairs
 - vi. Shirts: 5 pairs
 - vii. Seasonal coat: 1
 - viii. Shoes: 2 pairs
 - ix. 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.

x. Food

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

Special dietary needs of the youth shall be met if medically prescribed.

xi. 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.

xii. Plan Development

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

- a. Interim Service Plan: The Subcontractor shall develop and implement an Interim Service Plan immediately upon admission of each youth.
- b. Service Plan:
The Subcontractor agrees to prepare a Comprehensive Service Plan of Care for all youth that are in placed at the facility. The plan of care shall be completed within thirty (30) days of the initial placement. This Comprehensive Service Plan shall:
 - 1) Be developed through a Family Team process, which at a minimum, shall include input from family members, youth, Department, Boys and Girls Home and service providers;
 - 2) Contain outcome based goals and objectives;
 - 3) Be reviewed by a designated team members at least monthly; and
 - 4) Be evaluated by the team every 30 days.
 - 5) The Comprehensive Service Plan's outcome based goals and objectives shall reflect the behaviors and problems that brought the youth into the care of the Department and steps needed to get the youth home or to a less restrictive placement.
- c) Adult Living Preparation and Life Skills Training: The 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 eight (8) and older
 - (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.

- (5) 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.

d) Discharge Criteria:

1. Discharge from Group Home services shall be considered when the team determines one of the following is present:

- i. The youth requires a less restrictive level of care (including independent living).
- ii. The youth has achieved his or her individual goals and outcomes as stated in the Comprehensive Service Plan.
- iii. The youth requires a more restrictive level of care.

2. When the Subcontractor has requested the removal of a child prior to the Comprehensive Service plan discharge date, the Subcontractor shall provide the reason for removal to the Utilization Team. The Subcontractor shall not discharge a youth for reasons other than those listed above, without first submitting written notice to the Service Coordinator and/or Utilization Team or designee at least seven (7) days prior to requested discharge date.

3. The discharge plan will be reviewed and evaluated at every monthly team meeting, with the youth present, to allow for all parties to be on the same page with the discharge plan and the date of expected discharge.

e) Discharge Procedures

(1) Subcontractor shall not transfer the youth to any other facility or other placement without the written authorization from Boys and Girls Home.

(2) Under the direction of the Department, Boys and Girls Home may remove the youth immediately for such reasons as:

- i. Alleged child abuse or neglect,
- ii. Court discharged
- iii. Other causes determined by the Department to be in the best Interest of the child.

(3) At the time of discharge, Subcontractor shall provide a copy of the written personal belongings and clothing inventory to the next placement, parent, Boys and Girls Home worker, or guardian.

12. Subcontractor shall ensure that all personal belongings of the youth are returned to the youth or the Boys and Girls Home Service Coordinator upon discharge, or as soon as possible. The Subcontractor shall not be held responsible for the personal belongings of youth left at the facility for more than thirty (30) days after the youth's discharge date, unless other arrangements have

been made. Subcontractor is responsible to notify the youth and the youth's parents of the policy that belongings left behind at their departure will be disposed of after thirty (30) days. Thirty days after discharge, the Subcontractor, at its own discretion, may discard personal belongings appropriately in cases where the Subcontractor has not been able to successfully return the belongings to the parent, youth, or designed staff.

13. Subcontractor is responsible for discharging the youth with at least the clothing listed on the admission form or the most recent updated inventory.

xiii. Special Needs

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

- A. The Subcontractor shall:
 - 1) Provide, arrange, and pay for training of staff to serve the youth and family,
 - 2) Contact community providers and arrange to provide service to the youth and his or her family
 - 3) Recruit bilingual staff to serve the youth and his or her family.
- B. Special equipment needed by the 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. Only when these means fail can Boys and Girls Home be approached for payment.
- C. All equipment purchased in this Agreement 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.

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

xv. **Placement Stability:** The Subcontractor agrees that maintaining a stable placement is in every youth's best interest and will make every effort to work with Boys and Girls Home and the Department to maintain youth in the facility and to provide a smooth transition for youth being discharged from the facility.

xvi. **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.

vi. Family Involvement

1. The Subcontractor will be responsible for promoting a smooth transition for children to their home of permanency and will continually promote these efforts by providing opportunities for children and their parents/caregivers to have supportive contact. These supports include:
 - a. A minimum of one night a week where the family can come and have dinner, snack or positive interactions with the youth residing in care.
 - b. The Subcontractor will provide a staff to provide supports and supervision during weekend visits and passes on all youth whose family of permanency is within a 25 mile radius of the facility. This will be based on the Group Home rate and outside of the 25 mile radius a mileage reimbursement can be obtained by through prior authorization of the Care Management Coordinator/Service Coordinator.
 - c. The Subcontractor will provide a support group and teaching for parents of children in care.

CRISIS RESPITE CARE

Revised 7/8/10
Approved 7/8/10

v. Crisis Respite (for Biological Families)

Respite services provide a short term intervention providing temporary relief from highly emotional situations to allow time for the child and/or family to calm down. Respite services can be provided in family home or outside of the family home based on the specific needs of the family. The family will re-engage following the respite period to address the identified needs and to ensure safety and stability to the child and/or community. Respite is normally provided through the informal support network of each family. In situations where the informal support network does not exist, formal respite may be utilized as follows:

- Crisis Respite Services: respite for periods lasting no longer than 72 hours in crisis situations. Respite services include work with the family to develop an informal support network that can be accessed by the family once CFS is no longer involved with the family to assure the optimal opportunity for sustainability once CFS is no longer involved with the family.
- Planned Respite Services: respite for periods lasting no longer than 16 hours or less at one time as part of a plan to support resolution of moderate emotional situations. Planned Respite Services can not be utilized more than 12 times per year. Respite services include work with the family to develop an informal support network that can be accessed by the family once CFS is no longer involved with the family to assure the optimal opportunity for sustainability once CFS is no longer involved with the family.
- Families who require a higher utilization of respite services or who experience multiple crises requiring Crisis Respite Services should be assessed for a more appropriate intensity of intervention services.

The Subcontractor will provide respite services both in the family home and outside the family home based on the specific needs of the family. Respite services provide a short term intervention giving temporary relief from highly emotional situations to allow time for the child and/or family to calm down. The family will re-engage following the respite period to address the identified needs and to ensure safety and stability to the child and/or community. Respite is normally provided through the informal support network of each family. In situations where the informal support network does not exist, formal respite may be utilized for periods lasting no longer than 72 hours in crisis situations. Respite services include work with the family to develop an informal support network that can be accessed by the family once the Department is no longer involved with the family to assure the optimal opportunity for sustainability once formal supports are discontinued. If the family requires a higher utilization of respite services or experiences multiple crises requiring Crisis Respite Services should be assessed for a more appropriate intensity of intervention services.

The Subcontractor is responsible for the following:

- a. The Subcontractor will have staff available to provide services within 2 hour response time when requested by the Boys and Girls Home Service Coordinator.
- b. The service will be available for the identified service area(s) 7 days a week, 24 hours a day, 365 days a year with a “No Eject, No Reject” expectation.
- c. The Subcontractor will engage the family following the utilization of respite to address identified needs and outside the family home based on the specific needs of the family. The Subcontractor will work with the family to identify informal supports to provide respite as part of a sustainability plan for the family. All information will be documented on the Daily Session Note OOH-FC7.

- d. The Subcontractor will participate in Family Team Meetings, case planning discussions, and other activities as requested by the Boys and Girls Home Service Coordinator.
- e. Respite Daily Session Notes will be documented on electronic form OOHR-FC7 and submitted electronically to Boys and Girls Home Call Center at providers@bghome.net, no later than the next business day. Boys and Girls Home will document the session on N-FOCUS according to Departmental guidelines within three business days. All documentation shall be provided electronically on a word document and also retained in the agency file.
- f. Crisis Respite staff will complete the time sheet for each contact made both staff and family sign the time sheet for verification of contact. Time Sheets will be forwarded to Boys and Girls Home Geopod Case Aide no later than one business day after respite period for verification of services provided. Subcontractor payment for services will be determined based on contact hours recorded on the time sheet. Boys and Girls Home will process payment for services monthly on the 10th day of the month

HOME SUPPORTED SAFETY SERVICES (23:59)

Revised 7/8/10
Approved 7/8/10

vi. HOME SUPPORTED SAFETY SERVICES (23:59)

This time limited service, provided in a licensed facility,, provides for care for a child for a portion of the day (up to 23 hours and 59 minutes per day) and supports to the child or family when there is an identified child or community safety concern that requires additional support during a period of time during the day. The facility must be licensed as a child caring agency, group home or licensed child care agency. The Bidder will identify the specific facility or facilities to be used for this service, the age of children or youth to be served, and the programming for children or youth placed. The Bidder will also describe, at a minimum:

- Early childhood education activities, as developmentally appropriate for children ages 0-7;
- Skill acquisition activities related to education, employment, and activities of daily living, peer and community engagement and wellness activities related to mental and physical health as well as recreational activities for children who are school age.
- Services to the family of the child placed will include family team meetings, support for family problem solving, mentoring and support groups, and, when indicated by CFS, parenting education.
- Transportation to and from schools located within a 25 mile radius from the facility.

There will be times when a child may need to be provided support during a period of the day to enable the family to work through issues that caused the children to be unsafe. This home supported safety service provides an option to placing the child outside of the home while at the same time ensuring child safety during critical hours.

The goal of the Boys and Girls Home of Nebraska Home Supported Safety program is to provide a short-term (less than 24 hours) within a structured and supervised environment. The environment is focused on psychological safety, physical safety, social safety and moral safety. Services are designed to offer a safe and secure environment that will provide children and youth with an opportunity to learn, address coping skills, and self-expression in a safe and structured milieu. This milieu is based on the principles of trauma-informed care as described in the following service description – Residential Safety Services.

The program is provided in an environment with a commitment to social learning, open communication, and emotion management, resolving loss issues, preparing for change and planning for the future. The approaches used will be appropriate to the client's developmental age and abilities. Although there are general milieu expectations and structure, every effort will be made to provide individualized care.

- Home Supported Safety Services is provided out of the home in a group setting and is designed to provide short-term care (less than 24 hours) for the child while they are unable to live with their family.
- The Home Supported Safety Services shall provide consistent behavior management and supervision of the client.
- Home Supported Safety Services are community and family-based, culturally-competent, and developmentally appropriate.
- The Shelter Program will provide food, shelter, replacement clothing, personal incidentals, etc.

This time a limited service, provided in a licensed facility or facilities, which provides for care for a child for a portion of the day (up to 23 hours and 59 minutes per day) and supports to

the child or family when there is an identified child or community safety concern that requires additional support during a period of time during the day. The facility must be licensed as a child caring agency, group home or licensed child care agency. The regulations for licensure can be found at <http://www.dhhs.ne.gov/reg/regs.htm>.

The Subcontractor will also provide, at a minimum:

- Early childhood education activities, as developmentally appropriate for children ages 0-7;
- Skill acquisition activities related to education, employment, and activities of daily living, peer and community engagement and wellness activities related to mental and physical health as well as recreational activities for children who are school age.
- Services to the family of the child placed will include intentional family interaction/parenting time, family team meetings, support for family problem solving, mentoring and support groups, and, when indicated by CFS, parenting education.
- Transportation to and from schools located within a 25 mile radius from the facility.

The Subcontractor is responsible for the following:

- The Subcontractor will have staff available to provide services within 2 hour response time when requested by the Boys and Girls Home Service Coordinator.
- The service will be available for the identified service area(s) 7 days a week, 24 hours a day, 365 days a year with a “No Eject, No Reject” expectation.
- The Subcontractor is required to provide documentation of family strengths & areas of concern related to parental/child interaction observed during direct supervision (Document using OOHR-FC8).
- The Subcontractor will participate in Family Team Meetings, case planning discussions, and other activities as requested by the Boys and Girls Home Service Coordinator.
- Home Supported Daily Session Notes will be documented on electronic form OOHR-FC8 and submitted electronically to Boys and Girls Home, no later than the next business day. Boys and Girls Home will document the session on N-FOCUS according to Departmental guidelines. [N-Focus documentation will occur daily in the first 2 weeks of a case and within three days of the event thereafter.] Any handwritten or hard copy information provided by the Subcontractor will be retained in the client working file by Boys and Girls Home.
- Home Supported Service staff will complete the time sheet for each contact made both staff and family sign the time sheet for verification of contact. Time Sheets will be forwarded to Boys and Girls Home Geopod Case Aide weekly for verification of services provided. Subcontractor payment for services will be determined based on contact hours recorded on the time sheet. Boys and Girls Home will process payment for services monthly on the 10th day of the month.
- Home Supported Service staff will provide a discharge summary (submitted electronically using electronic template Form#OOHR-FC11) to Boys and Girls Home Service Coordinator for youth and families no longer needing authorized services. The Discharge Summary does NOT include information on ‘Contacts’. The documentation will include the identified

15. Performance Accountability (Group Homes, Residential Services, Crisis Respite, Home Supported Services)

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

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

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.

Performance will be measured in various manners through data collection. This 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 may be provided equal opportunity to accept each referral but preference will be made for Subcontractors that provide bundled services.
- 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

16. Required Reports and Documentation (Group Homes, Residential Safety, Crisis Respite, Home Supported Services)

a. Service Plan

- a. Interim Plan: Upon placement, the Subcontractor shall immediately implement an interim service plan and begin assessing and establishing baseline strengths and needs.
- b. Comprehensive Service Plan:
 1. The Subcontractor shall submit the Comprehensive Service Plan to the Boys and Girls Home Service Coordinator within 3-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 emailed to 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 (for Crisis Respite or Home-Supported services). 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. **Documentation:** all documentation shall be sent to Boys and Girls Home with a cover page. The Subcontractor shall provide the below documentation requirements:

- a. **Daily Session Notes:** The Subcontractor shall complete daily session notes or all contacts with families (for in-home services) and keep a copy of these documents for review, as requested for services authorized.
 1. Staff shall complete daily session notes on all children in their facilities, and utilize the approved format. This shall be submitted to the Subcontractor and submitted to Boys and Girls Home in the form of a weekly Summary.
- b. **Weekly Summaries:** A weekly 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 Friday of each week (for services provided Friday through Thursday of the week previous. Subcontractor will provide daily documentation on a weekly

summary format. This document must be (typed on Word document and sent via Secure Email to: providers@bghome.net. Daily Session Notes/weekly 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.

c. Weekly Agency Report: Weekly reports will be sent electronically via secure email to Boys and Girls Home at providers@bghome.net. These reports will include:

1. progress notes for each child/family related to stated goal (Progress notes should include, but are not limited to:
2. Documentation of the youth's displayed behaviors
3. All medication dispensed
4. Incident reports
5. Bed Availability Census Report: Subcontractor will submit census information to the Boys and Girls Home Call Center weekly with the Weekly Agency Report. This report shall include:
 - a. Group Home: Report census once weekly, Thursday by Noon.
 - b. Residential Safety: Report census twice daily to the Call Center (morning and evening shifts)

d. 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.

d. Reporting: The Subcontractor will be responsible for submitting the below reports within the designated timeframes:

a. Subcontractor Employee List: The Subcontractor will electronically submit a spreadsheet by the 15th of each month to the CQI team via secure email at 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)

- b. 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.)
- c. 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. 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.
- d. 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 securely via email to: providers@bghome.net by the 5th day of each month for the data of the month previous.
- e. 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. **Quarterly Disaster Plan Update:** Subcontractor shall provide a quarterly report to Boys and Girls Home at providers@bghome.net that includes the following information/plan updates:
1. How the agency Identifies and locates children/youth placed in their facility.
 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.

e. **Additional Reports:** The Subcontractor shall submit any additional reports as requested by Boys and Girls Home.

10. Staff Qualifications and Standards

- a. **Staff Supervision:** Supervision for direct care workers shall be one supervisor per twelve (12) full-time equivalent employees.
- b. **Staff Training:**
1. All subcontracted staff having direct contact with youth shall complete a minimum of twenty-four (24) hours of initial pre-service training prior to client contact. At a minimum, the Subcontractor will ensure that staff complete the following pre-service training:
 - 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.
- c. Subcontractor will additionally ensure that all employees complete a minimum of twenty-four (24) hours of ongoing training.

- d. Personnel file reviews will be conducted by Boys and Girls Home CQI personnel to ensure completion of required training. Subcontractor will make personnel files available to Boys and Girls Home for review and audit and will provide any deficient information within thirty (30) days of the request.
- e. 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.
- f. The Subcontractor will ensure that employees receive initial and ongoing training that meet the expectations of their Child Placing License and Accreditation organization.
- g. The Subcontractor shall provide Boys and Girls Home with a list of all training that staff completes, as well as an initial list of trainings to be approved by Boys and Girls Home.
- h. 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.
- i. **Multi-Ethnic Placement Act (MEPA):** 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.

j. 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:

1. The name of the potential employee who is the subject of the petition;
2. A reference to the Agreement's employment qualifications and standards to be Reviewed;
3. 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
4. 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.

k. Direct Care Staff/Youth Ratio:

The Direct Care Staff to youth ratio shall be a minimum of:

- 1:6 during awake hours
- 1:12 during sleep hours
- Overnight staff is required to be awake

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 (5th) of the month, to:

Boys and Girls Home of Nebraska, Inc.
Attn: Julie Lynner
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 lynnerrj@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.

Revised 7/8/10
Approved 7/8/10

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
- 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. Facility Based Services Fee Schedule:

Initials	Type of Service	Billing Code	Subcontractor Rates
<u>B.5 Facility Based Placement</u>			
_____	5.1 Residential Safety Services	3015	137.00/day
_____	5.2 Group Home	9795	97.00/day
_____	5.3 Transportation Family Visitation	3773OH	.34/mile after 25 mile radius
_____	5.4 Additional Staffing	1350OH	80.00/day-pre-auth required
_____	5.5 Home Supported (23:59)	5352	100.00/day
_____	5.6 Crisis Respite	7933C	80.00/day