

AB#
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51277-04

FAMILY ADVOCACY and PEER TO PEER SERVICES CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT
AND**

**NEBRASKA FEDERATION OF FAMILIES FOR CHILDREN'S MENTAL
HEALTH**

AMENDMENT ONE, NOVEMBER, 2012

This Contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT** (hereinafter "DHHS"), and **NEBRASKA FEDERATION OF FAMILIES FOR CHILDREN'S MENTAL HEALTH** (hereinafter "Contractor").

The Contract between the parties dated 02-15-2012 is hereby amended as follows:

The purpose of this contract is to provide strength-based, family centered and partnership-oriented support and collaborative advocacy services utilizing peer to peer support and the expertise of families with lived experience that will help to improve reunification rate in the Central, Northern, Southeast and Western Service Areas as shown in the reunification data (Attachment 1).

Article II. Consideration is amended to read:

- A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$1,576,422.00 (One million, five hundred seventy six thousand, four hundred twenty-two dollars) for the services specified herein.
- B. PAYMENT STRUCTURE. Payment shall be structured as follows:
1. DHHS agrees to reimburse the Contractor no more than \$210,237.00 per quarter for Quarter 1 (January-March 2012), Quarter 2-(April-June 2012) and Quarter 3-(July-September 2012).
 2. DHHS agrees to reimburse the Contractor no more than \$315,237.00 per quarter for Quarter 4-(October-December 2012), Quarter 5-(January-March 2013) and Quarter 6-(April-June 2013). The Contractor must provide all services required by this contract for the duration of the contract period regardless of costs expended beyond reimbursable contract amount.
 3. DHHS may withhold up to two percent (2%) of each monthly payment due as retainage. The Contractor may submit invoice for previously withheld retainage every quarter's payment period, as identified within this contract. If the Contractor is identified to be in non-conformance with any deliverables of this contract, standard monthly invoice and

retainage payment may be withheld until compliance is determined to be met. The Contractor will be allowed the opportunity to submit a quality improvement plan within twenty (20) working days after notification for DHHS approval to ensure future compliance. The contractor and DHHS will collaboratively establish benchmarks for successful completion. The retainage amount will be payable upon successful completion of the designated deliverables.

4. The Contractor will submit billings no later than the 15th day of the month following the month service was delivered for reimbursement of actual, allowable, and reasonable expenditures in accordance with contract expectations. DHHS shall make reimbursement, subject to the following conditions:
 - a. Contractor shall submit the monthly reimbursement requests to person and address listed under Notices in this Contract. Monthly reimbursement requests can be made electronically or via regular mail.
 - b. Payment shall be made within thirty (30) days from the date on the invoice of the reimbursement request provided: (a) the timely submission and receipt of the reimbursement request and required supporting documentation; and (b) DHHS approval of reimbursement request and supporting documentation.
 - c. Contractor shall submit quarterly reporting as defined in section III- Scope of Services.

Article III. Scope of Service is amended to read:

A. The Contractor shall do the following:

1. Provide a strength-based, family-centered and partnership-oriented support and collaborative advocacy program to eligible families that meet a minimum of one (1) of the following criteria:
 - a. Families involved with the Child Welfare System because of abuse/neglect.
 - b. Families that are involved with the Child Welfare System for the first time.
 - c. Families with children ages 0-8.
 - d. Families who are assessed by DHHS or it's designee as High or Very High on the Structured Decision Making Assessment.
 - e. Families involved in Court or Non-Court cases.
 - f. Child must be in out of home care (to include informal living arrangements and voluntary placement agreements).
2. Provide efficient and effective family advocacy services designed for families with child(ren) in out of home care in order to assist with timely reunification efforts to include, but not limited to:
 - a. Respond to referrals from Children and Family Services staff by making initial contact with referred families within 72 hours of referral.
 - b. Model and empower families in locating available and appropriate community-based resources that assist in increasing family protective

factors, (and therefore decreasing the incidence of high risk behaviors within the family setting that would require additional appropriate intervention).

- c. Assist the youth/family in the development of a Plan of Care that includes goals and objectives that directly or indirectly support the reason for involvement of child welfare. The plan must also include 24 hour crisis planning, identifies family strength and needs, identifies formal/informal/ natural and community supports, general safety and wellness. The initial Plan of Care must be completed within 30 days of the family's entrance into program. The plan must be actively reviewed, no less than once every ninety (90) days.
- d. Assist family in navigating the child welfare system and assist with connection to services (and appropriate resources) when appropriate.
- e. Assist and empower parents/caregivers in identifying approaches to support self-care, and recognition of this element as critical to parenting and overall family's well-being.
- f. Provide parents with the opportunity to attend support groups for the parents/caregivers/families involved in the Child Welfare System.
- g. Model and teach youth/family's necessary self-advocacy skills, including how to adequately navigate the child welfare system, how to communicate with professionals and engage in planning meetings (such as IEP meetings, team meetings, etc.).
- h. Provide assistance in interpreting the case plan, service plan, court documents, IEP process, medical documents and other documents, as needed.
- i. Assist, empower and encourage personal growth of family by modeling collaborative partnerships, healthy behaviors, appropriate boundaries, and strengths based language.
- j. Provide education regarding parental rights and responsibilities as it relates to Nebraska HHS systems of care.
- k. Provide and/or support the facilitation of culturally sensitive, parent education workshops (evidence based curriculums expected) that increase parent/caregiver knowledge and ability related to caring for their children.
- l. Ensure appropriate and accurate documentation and record keeping of service provision for every family served.
- m. Educate families on the importance of obtaining copies of their family therapy reports.
- n. Encourage families to obtain copies of their family therapy reports
- o. Provide parents with the opportunity to create WRAP (Wellness Recovery Action Plans) that address their overall wellness, including planning related to substance abuse. Assist and empower the parent to identify and implement healthy individual and family changes that support long term recovery which may include support from a mentor also in continuous recovery.

- p. For families who are being served under the previous contract, a transition plan will be developed within 60 days.
- q. Families served who experience DHHS case closure must also be discharged from the Family Org within fifteen (15) days and/or no more than three (3) direct contact encounters after such case closure occurs.

B. Administrative Standards

1. The Contractor assures that peer support services will be provided by Family Peer Support Advocates. A Family Peer Support Advocate is defined as a parent or a person who is/was a primary caregiver for a child, youth, or adolescent who has experienced a serious behavioral health challenge.
2. Performance Accountability: The Contractor agrees to be held accountable for the services provided within this contract. Data on contractor's performance related to outcome measures described below will be provided to DHHS. The Contractor shall identify indicators and utilize a family measurement tool, agreed upon by the Department, that demonstrates compliance in meeting the following outcomes:
 - a. Outcome: Enhanced family resiliency
 1. 90% of families served will have improved skills and strategies necessary to persevere in crisis and manage problems in family setting.
 - b. Outcome: Increased supports and connections
 1. 90% of families served will have a plan to access concrete supports that will meet their physical, occupational and behavioral health needs. They will also have a plan to access other tangible goods necessary to ensure overall health.
 2. 90% of families served will have a minimum of 2 identified natural/informal supports prior to discharge/dismissal.
 - c. Outcome: Enhanced child development/parenting knowledge
 1. 90% of the families served will have improved age appropriate expectations and effective guidance strategies.

C. Reporting Standards

1. Family mentoring specific data: demographics of families by: child(ren) gender, child(ren) by race/ethnicity, child(ren) age by categories (0-4, 5-8, 9-12, 13-16, 17-18, 19+), family member relationship to child(ren), total number of children and families served by Service Area, average number of total hours spent addressing family needs (direct and indirect), average length of stay in family mentoring services, family report of previous history of intervention including barriers such as transportation, cost, etc.; service provision data to include but not limited to: description of specific programming and services provided including type, frequency and total numbers served by Service Area.
2. The Contractor agrees to send monthly case summaries to designated CFS staff per each Service Area.
3. The Contractor agrees to submit a monthly data report to designated

person in each Service Area consisting of # of referrals, # of 1st contact, # of 1st visit, # of families being served and # of discharges.

4. The Contractor agrees to continue to work with the Service Area Administrator on the referral process.
5. The Contractor will provide a quarterly average caseload report.
6. The Contractor agrees to develop and implement a process for quality assurance to ensure adequate data collection, project management and reporting relevant to this contract as to support effective, efficient and quality service delivery. The Contractor may be required to submit quality improvement plans within twenty (20) days in response to DHHS issued corrective action plans, if the Contractor is found to be out of compliance with contract expectations.
7. The Contractor will provide quarterly reports and an annual report. These reports will include, but are not limited to, reporting of family satisfaction of the services as evidenced by survey mechanism results (parent satisfaction surveys should be facilitated no later than six (6) months after parent received services).

Quarterly Reports are due as follows: January 1-March 31, 2012 will be due on April 15, 2012, April 1-June 30, 2012 will be due on July 15, 2012, July 1-September 30, 2012 will be due on October 15, 2012, October 1-December 31, 2012 will be due on January 15th, 2013, January 1-March 31, 2013 will be due on April 15, 2013, April 1-June 30, 2013 will be due on July 15, 2013.

D. DHHS shall do the following:

1. Identify procedures to be followed in providing funding to the Contractor, including dollar ceiling, method and schedule of payment, type of supporting documentation required, and procedures for review and approval of expenditures of funds.
2. Reporting: monitor programmatic and financial progress reports including annual and final reports.
3. Monitor the contract to identify potential problems and areas where technical assistance might be necessary, through review of reports and correspondence.

E. Results Based Accountability

The Department will be using this contract year (FY'13) to provide the foundation for Results Based Accountability for all the Department's contracts/subgrants.

The goal is to use this FY to develop the points below so that when contracts/subgrants are being prepared for FY'14, all the performance measures and reporting strategies are in place.

The Department and Nebraska Federation for Children's Mental Health will:

1. Negotiate performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;

2. Develop and adopt continuous improvement strategies for services performed and outlined in this contract;
3. Simplify and make efficient the performance reporting requirements;
4. Develop schedule for desk audit/field audit over the contract year; and
5. Develop regular feedback loop with Contractor for ideas to improve the system and discuss what the Department and Contractor can do collaboratively to improve the overall system.

All 5 Results Based Accountability expectations will be completed no later than 60 days prior to the FY'14 renewal process.

All other terms and conditions remain in full force and effect.

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:

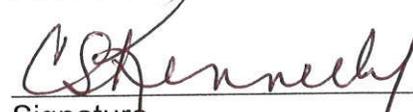


Signature

Kerry T. Winterer
Chief Executive Officer
Department of Health and Human Services

DATE: 12/13/2012

FOR CONTRACTOR:



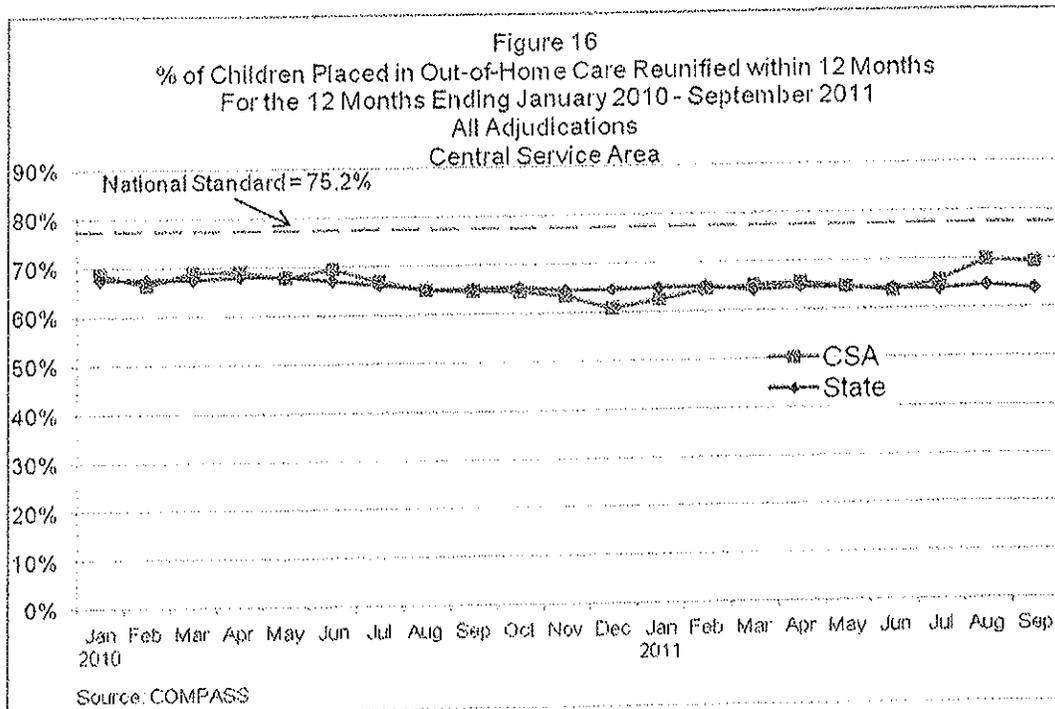
Signature

Candy Kennedy
Executive Director
Nebraska Federation for Families

DATE: 11/28/12

Central Service AreaTime to Permanency and StabilityReunification

The national standard for reunification with a parent(s) within 12 months of removal is 75.2%. The rate of reunification for children in the Central Service Area over the last 21 months has consistently fallen below the national standard (Figure 16). Over the last few months, however, the rate of reunification has gone up, to 69.4% for the 12-months ending September 2011.



The reunification rate varied by adjudication, with children adjudicated delinquent (OJS) having the highest reunification rate (76.9%), and children with multiple adjudications having the lowest reunification rate (35.3%) (Table 2). The reunification rate for children in the Central Service Area was higher than the state rate for children experiencing abuse and/or neglect and for children adjudicated delinquent (OJS), but lower for status offenders and children with multiple adjudications.

Table 2
Rate of Reunification by Adjudication
For the 12-Months Ending September 30, 2011
Central Service Area

Adjudication	CSA Rate	State Rate
OJS (Delinquency)	76.9%	59.8%
Abuse and/or Neglect	72.5%	65.2%
Status Offender	57.1%	68.5%
Multiple Adjudications	35.3%	44.8%

Boys and girls were equally likely to be reunified with their parents (69.4%). White, non-Hispanic children (73.3%) were more likely than non-White, or Hispanic or Latino children (59.2%) to be reunified with their parents. The likelihood of being reunified with a parent(s) decreased with age, with 83.3% of infants under two years of age being reunified with a parent(s), compared to 62.9% of youth ages 16

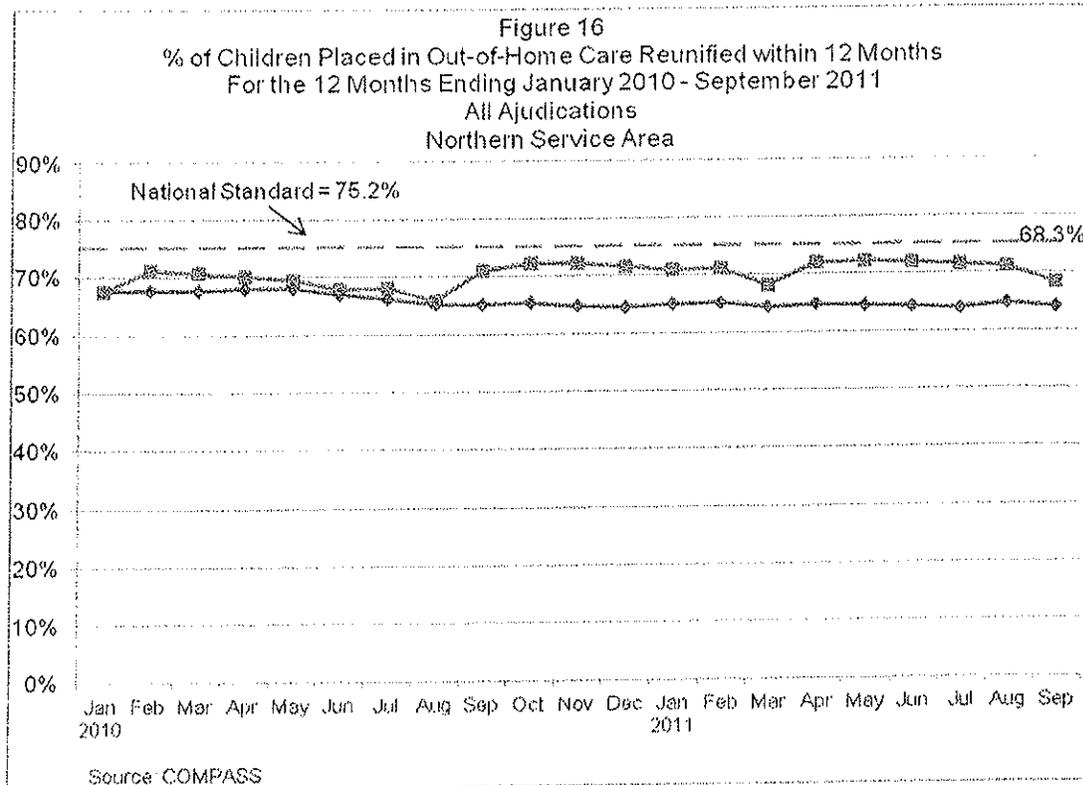
and older.

Northern Service Area

Time to Permanency and Stability

Reunification

The national standard for reunification with a parent(s) within 12 months of removal is 75.2%. The rate of reunification for children in the Northern Service Area over the last 21 months has consistently been below the national standard (Figure 16), but above the statewide rate.



The reunification rate varied by adjudication, with status offenders having the highest reunification rate (70.6%), followed by children experiencing abuse and/or neglect (69.3%) and children adjudicated delinquent (OJS) (57.1%) (Table 2). The reunification rate for children in the Northern Service Area was slightly higher than the state rate for status offenders and children experiencing abuse and/or neglect, but lower for children adjudicated delinquent (OJS) and children with multiple adjudications.

Table 2
Rate of Reunification by Adjudication
For the 12-Months Ending September 30, 2011
Northern Service Area

Adjudication	NSA Rate	State Rate
Status Offender	70.6%	68.5%
Abuse and/or Neglect	69.3%	65.2%
OJS (Delinquency)	57.1%	59.8%
Multiple Adjudications	33.3%	44.8%

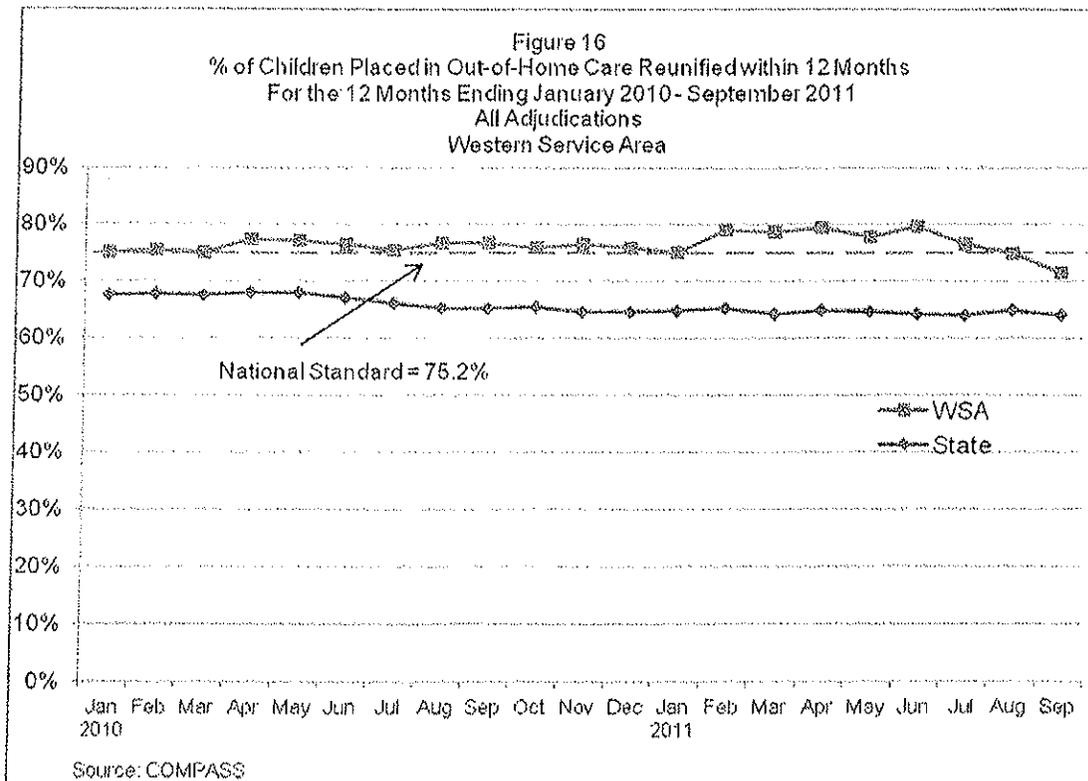
Boys (69.5%) were slightly more likely than girls (67.0%) to be reunified with their parents within 12 months. White, non-Hispanic children (68.8%) were only slightly more likely than non-White, or Hispanic or Latino children (67.2%) to be reunified with their parents. The likelihood of being reunified with a parent(s) decreased with age, with 86.1% of children under six years of age being reunified with a

parent(s), compared to 62.5% of youth ages 16 and older.

Western Service Area

Time to Permanency and Stability
Reunification

The national standard for reunification with a parent(s) within 12 months of removal is 75.2%. The rate of reunification for children in the Western Service Area over the last 21 months has consistently exceeded the state average, and has exceeded the national standard 16 out of the last 21 months (Figure 16). Over the last few months, however, the rate of reunification has gone down, dropping to its lowest level (71.6%) for the 12 months ending September 2011.



The reunification rate varied by adjudication, with status offenders having the highest reunification rate (77.8%), and OJS youth having the lowest reunification rate (52.0%) (Table 2). The reunification rate for children in the Western Service Area was lower than the state rate for children adjudicated delinquent, but higher than the state rate for all other adjudications.

Table 2
Rate of Reunification by Adjudication
For the 12-Months Ending September 30, 2011
Western Service Area

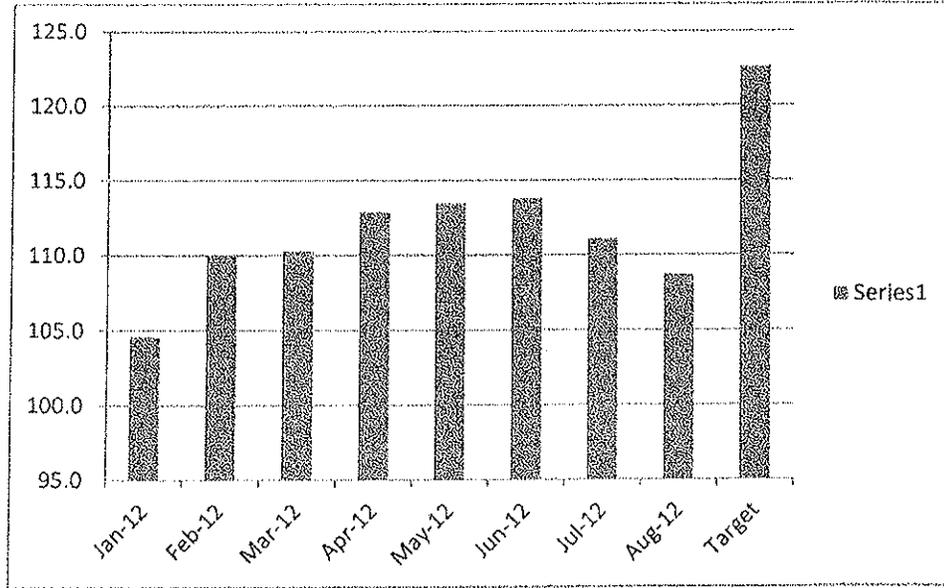
Adjudication	WSA Rate	State Rate
Status Offender	77.8%	68.5%
Abuse and/or Neglect	75.4%	65.2%
Multiple Adjudications	54.3%	44.8%
OJS (Delinquency)	52.0%	59.8%

Girls (75.8%) were more likely to be reunified with their parent(s) than boys (68.8%). White, non-Hispanic children (76.0%) were more

likely than non-White, or Hispanic or Latino children (60.9%) to be reunified with their parents. Infants under 2 years of age were the most likely to be reunified with their parent(s) within 12 months of initial removal (90.9%); youth over 15 years of age were the least likely to be reunified with their parent(s) (60.8%).

Southeast Service Area

Time to Permanency and Stability
Reunification



Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Target
104.6	110.0	110.3	112.9	113.5	113.8	111.1	108.7	122.6