

**INTENSIVE FAMILY PRESERVATION CONTRACT**

This contract is entered into by and between the State of Nebraska, Department of Health and Human Services (hereinafter the "Department") and «Contractor», (hereinafter the "Contractor"), located at «Address\_1», «City\_and\_Zip\_1».

WITNESSETH

Whereas the Department is desirous of contracting for the provision of **INTENSIVE FAMILY PRESERVATION** services to families of the State of Nebraska; and

Whereas the Contractor is providing Intensive Family Preservation Services to families;

Now, therefore, the parties agree as follows:

- I. Term of Contract. This contract shall be in effect from **July 1, 2006 – June 30, 2007** unless otherwise terminated as provided herein below.
- II. Scope of Services. Contractor agrees to provide Intensive Family Preservation services for families of state wards and open Children and Family Services cases upon referral by the Department. Contractor agrees that for valuable consideration provided by the Department or by the Behavioral Health Region (ICCU) contracted with the Department to provide case management services, the Contractor will provide Intensive Family Preservation Services as described in Attachment A and in accordance with standards outlined in Attachment B which are attached hereto and by this reference is incorporated as if set forth verbatim. The Contractor agrees that the services shall be provided within the Department's «Area» Service Area and that any other services operated by the Contractor are not covered by this contract.

Those services are defined as follows:

A. Program Standards:

Intensive Family Preservation intervention is designed to ensure child safety and to improve family functioning and stability. IFP involves family preservation, reunification and permanency. Interventions are designed to strengthen and preserve the entire family and are typically provided within the family's home. Services are accessible on a 24-hour basis, 7 days a week. Services will be provided using a multifaceted approach, including family therapy, skill building, crisis management and case coordination service. Services are intensive and time limited. The IFP intervention process, intensity of services, and duration of each phase of service is directly based upon case goals that have been collaboratively developed by the family, Department Case Manager and provider, after the family has been

contacted and connected with the service. The goals are specific, measurable and comprehensively identify the expected outcomes of the IFP service for the family. Contractor agrees to serve a maximum number of families as agreed to in Attachment A.

IFP services may be described as three phases:

Phase One (I.) APPRAISAL & CRISIS STABILIZATION. This phase lasts up to seven weeks and focuses on the IFP Appraisal and Recommendation, (which will include a service plan) and addressing the crises that brought the family to IFP.

Phase Two (II.) STABILIZATION & SKILL BUILDING. This phase occurs after the assessment and focuses on work identified in Phase I through family therapy, skill development and connections to community resources.

Phase Three (III.) SKILL BUILDING & TRANSITION. This phase focuses on transition and concludes at the end of 15 weeks of total service. This phase involves the reinforcement of issues addressed in family therapy, skills learned and the opportunity to connect to resources in the community.

#### 1. IFP SERVICE OPTIONS

The Contractor shall provide IFP services as requested by the Case Manager according to the following 2 options.

a. OPTION I. Appraisal and Crisis Stabilization Only. This is equivalent to Phase I of IFP. On "Appraisal/Crisis Stabilization Only" cases, the presupposition shall be that services shall discontinue after 7 weeks unless the Contractor is directed by the Case Manager to continue services.

If the Contractor has not been contacted in writing by the Case Manager by the end of the 6th week, the service will be discontinued.

If a family completes Phase I, they may be referred within 180 days (six months) for continued IFP services without a new Appraisal. The Contractor will develop appraisal addenda to update service planning at no additional cost.

b. OPTION II. Appraisal, Crisis Stabilization, Skill Building and Transition: Case Managers can also request the full service package. Services are anticipated to continue for the full 15 weeks unless notified in writing by the Case Manager at least seven (7) days prior to the end of an occurrence, as described in Attachment D (i.e., weeks six (6) or ten (10)). This will provide at least a week of transition planning if a case is not to continue.

EARLY DISMISSAL: Authorizations can be terminated anytime in situations where a family is inaccessible, declines services, or other extenuating

circumstances warrant. The Contractor will bill only for services rendered as agreed on in Attachment B.

2. Contractor Responsibilities.

- a. The Contractor agrees that over the course of the contract the average number of hours spent in service to the family (including direct and collateral contact hours and excluding travel, paperwork and training) will be as follows:

	<u>Skill Builder/Therapist</u>	<u>Therapist Only Model</u>
Option I	60 hours	48 hours
Option II	36 hours	29 hours
Totals	96 hours	77 hours

- b. The Contractor shall provide a minimum of 7 weeks under Option I., or up to 15 weeks for a full term case under Option II.
- c. When the Department specifies the need for supervised visitation the Contractor shall provide a maximum of 3 hours of supervised visitation per week as outlined in the visitation plan. Supervision may include active participation in the visit, modeling good parenting skills, assuring safety of children and documentation.
3. Service Development. Once all parties sign contract the Contractor agrees to begin services as outlined in Attachment A.
4. Discharge. Contractor agrees to provide discharge-planning services in conjunction with the Department Case Manager and the family. This will include recommendations for future services, referrals as requested, and any meetings, sessions, etc., that are necessary to ensure a smooth transition for the family. Discharge planning will begin at the time the family is accepted into the program.
5. Special Needs: When serving youth that have disabilities (hearing, visual, physical) and or language barriers, the Contractor agrees to:
- a. To provide, arrange, and pay for staff or training for staff to meet the needs of the youth and family.
- b. To contact community providers and arrange for service provision for the youth and family.
- c. To recruit bilingual staff to serve the youth and family.
- Special equipment needed by a youth, such as a soundboard, TDD, hearing aides, etc. should be purchased through Medicaid for Medicaid Managed Care, or through community and/or public agencies. Only when these means fail can the Department be approached for payment.

All equipment purchased by the Department shall be the property of the Department and the youth, therefore, when the youth leaves the Emergency Shelter Center, the equipment shall follow the youth.

B. Administrative Standards

1. Performance Accountability. The Department and the Contractor agree to work together to implement a system of performance accountability that includes the measurement of areas of performance which is reported annually. The process will also include the compilation, analysis, and the interpretation of the data in a collaborative manner between the Department and the providers. The Contractor agrees to annually report performance measures for July 1 – June 30 by September 1. Should the Contractor be more than 30 days delinquent in submitting the Performance Measures Report, the Department may withhold an amount equal to 10% of each subsequent months total receivable amount, due the Contractor under this contract, until such time as the Performance Measures Report is submitted. Such amount shall be forfeited on the part of the Contractor without further obligation to pay on the part of the Department. The Contractor agrees to share any aggregate reports or summaries of surveys or questionnaires, regarding the children and families satisfaction with the service they received, with the Department. Any reports or summaries shall be submitted at the same time as the Performance Measures Report.

2. Required Reports

a. Appraisal and Recommendation - The Contractor will complete an Appraisal and Recommendation as described in Attachment B and send copies to the Department Case Manager in no more than thirty (30) days from the first day of initial service delivery. Subsequent changes to the Appraisal and Recommendation must be agreed upon between Department Case Manager, the IFP Provider and the family.

b. Monthly Summary - The Contractor agrees to prepare a monthly typed summary in a format and manner approved by the Department regarding the progress that the family is making in relation to the IFP Service plan. The Department Case Manager should receive monthly summaries by the fifth working day of the following month.

c. The Contractor agrees to prepare and submit to the HHS Case Manager a Discharge Summary within fifteen (15) days following the completion of services.

3. Responsibilities and Authorizations. The Contractor recognizes and reaffirms the Department's ongoing responsibility for the family and the long term case planning. Therefore, the Contractor agrees to provide services within the 15-week period of IFP according to the Department Case Plan as implemented by the Department. If a Department Case Plan has not yet been developed, the IFP team will follow Department case goals as outlined in the referral. Furthermore, all contacts with the family are to be made in accordance with plans approved by the Department, and the Contractor agrees not to accept payment from the family unless an established part of the case plan includes a fee for services.
4. Staff Qualifications:
  - a. Background Checks:
    - (1) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:
      - (a) The Sex Offender Registry maintained by the Nebraska State Patrol.
      - (b) The Nebraska Child abuse and Neglect Central Register.
      - (c) The Nebraska Adult Abuse and Neglect Central RegisterThe Contractor shall complete the initial background checks before the individual has direct contact with any youth. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
    - (2) The Contractor agrees to perform out-of state background check on all newly hired employees, interns, and volunteer who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

(3) Current Employees—The Contractor shall complete background checks every two (2) years for all current employees. If a current employee residing in a state, other than Nebraska, and that state does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a state and local criminal background check. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

b. Staff Qualifications:

(1) Therapists will be a clinical staff member who is able to provide family therapy services (this includes master's degree clinical interns and provisionally licensed mental health practitioners who are clinically supervised by licensed mental health practitioners).

(2) Family Preservation Worker will have a minimum of a bachelors degree in a field related to human service or an equivalent of three years experience in the human service field. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related field

c. Supervisor Qualifications: The Contractor agrees that the provision of IFP services will be at the direction of a licensed mental health practitioner who is an enrolled Nebraska Medicaid/Medicaid Managed Care Provider.

d. Training: All staff with direct contact with families will have a minimum of 21 hours of pre-service training plus a minimum of 12 hours ongoing training per year on topics related to family preservation.

e. Staff Equivalency Determination Process: The Contractor may petition the Department, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standards set forth in section B(4), of this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:

(1) The name of the potential employee who is the subject of the petition;

(2) A reference to the Contract's employment qualifications and standards to be Reviewed;

(3) A statement from the Contractor, which sets forth its basis for believing that the potential employee meets the Contract's employment qualifications and standards; and

(4) Supporting documentation for how the potential employee meets the employment qualifications and standards.

Each Equivalent Qualifications and Standards petition shall be evaluated on a case by case basis. The request shall be submitted to the Service Area Contract Liaison or designee for approval. The Department shall issue its determination, in writing, within forty-five (45) days of the receipt of the petition.

5. Conflict Resolution. Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the Service Area Contract Liaison or designee.
6. Overpayments Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all amounts overpaid. The Department reserves the right to offset overpaid amounts by withholding or reducing future payments.
7. Tobacco Smoke Prohibited. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Contractor agrees to prohibit smoking in any vehicle operated by its

employees/staff when transporting children while providing services under this contract.

8. Insurance: The Contractor shall maintain the following types of insurance for the duties performed under this Contract:
- a) General liability,
  - b) Workers Compensation, as required by Nebraska law,
  - c) Automobile, both non-owned and hired car,
  - d) Professional liability,
  - e) Errors and omissions, if applicable to the duties performed under this Contract, and,
  - f) Premises and property.

The Contractor shall provide to the Department within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the Service Area Contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the canceled policy(s), to ensure that there is no break in coverage.

The Contractor shall ensure that all individuals transporting youth have a current, valid driver's license.

9. Release of Identifying Information. No photographs or slides or other identifying information regarding a child may be released for use on posters, in presentations, press releases, newsletters etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.

III. Consideration.

A. The Department agrees to pay the Contractor at the Medicaid/ Medicaid-Managed Care or contracted rate of **\$6,450.48 per family** served when service has been pre-authorized by Department Case Management staff and served for the full 15 weeks.

B. The Department agrees to pay the Contractor at the most current Medicaid Managed Care rate of payment for **[intensive family preservation]** services provided under the terms of this contract.

C. Prior to billing under the terms of this contract, all efforts must be made by the Contractor to exhaust all funds available through private insurance, other third party insurance, Medicaid and Medicaid Managed Care Services on a monthly basis. If the child/family is not Medicaid/Medicaid Managed Care eligible or the bill is rejected for reasons other than failure to get prior approval for the service, the Department will reimburse the Contractor with state funds.

D. The Contractor may begin to bill the Department after 30 days for services rendered as agreed upon in Attachment D. Payment and billing schedules are outlined in Attachment D.

E. Contractor is responsible for any and all costs associated with the production and delivery of reports, billings, attendance at staffings and other related administrative costs. Contractor will provide transportation to the family when such is a part of the delivery of services in the IFP service plan within a 25-mile radius (the 25-mile radius shall be from the IFP office site or the employee's home if they are traveling from there, which ever is closer to the families home). The rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies, which are in effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manual. Bills should be submitted as described in Attachment D.

F. Other charges may not be submitted under the terms of this contract without prior approval and agreement of the Department.

G. The Department further agrees to make payment within a reasonable time after the provision of care, submission of billing and receipt of required reports in compliance with the Nebraska Prompt Payment Act.

H. Department reserves the right to withhold payment until required reports are received.

IV. Legal Standards:

A. Request for Services Not Guaranteed. The Contractor understands and agrees that this contract does not guarantee that the Department will request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department will be expected.

B. Research. The Department of Health and Human Services prohibits the involvement of state wards in any research or clinical investigations without the prior express written and informed consent of the Department. The service provider may not engage in research utilizing the information obtained through the performance of this contract without the expressed written consent of the Director of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

C. Department's Responsibilities to the Contractor. The Department recognizes and affirms its responsibilities for the family to the Contractor. Therefore, the Department agrees to share known information prior to service and during service about each family's life situation as appropriate and necessary and to plan with the Contractor regarding the services to be developed. In all cases, in addition to the referral and

authorization, the Department Case Manager will provide the Contractor a copy of the family assessment, case plan, OJS risk assessment, initial classification and needs assessment forms, the most recent court order and the child's responsibilities agreement as they become available. In the event documents listed herein are unavailable the Contractor agrees to provide services for the child and family to the best of their ability.

In addition:

1. The Department agrees to have discussed the provision of IFP services with the family and assures that they are willing to participate in the service prior to initial service delivery.
2. The Department agrees that the Department case manager will attend the initial visit to the family with the IFP team.

D. Access To Records and Audit Liability: The Contractor agrees to maintain complete records regarding the care and treatment provided to families under this contract and to allow free access at reasonable times by duly authorized representatives of the Department, the Auditor of Public Accounts or of the United States Department of Health and Human Services to such records for the purposes of making audits, examinations, excerpts, and transcripts. Such access to records shall continue beyond the termination date of this Contract for a period of three (3) years. The Department reserves the right to perform on-site visits of the Contractor's premises at anytime for the purpose of evaluating the care being provided to youth by the Contractor.

The Contractor shall refer all requests from the Court Appointed Special Advocates (CASA's) and guardians ad litem to review records to the Department's Contract Liaison for approval prior to permitting access to records.

E. Confidentiality. The Contractor agrees that any and all information obtained from the Department or from other parties in regard to a family, shall be held in the strictest confidence and shall be released to no one other than the Department, without the prior written authorization of the Department or by written court order or valid statutory authorization, provided that contrary contract provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision.

Information prepared or originated by the Contractor may be released with the prior written authorization of the youth once he or she has reached the age of majority.

F. Non-Discrimination: The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, promotion, demotion, or transfer;

recruitment or recruitment of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this Contract under any program or activity.

G. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Department. In the absences of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

H. Independent Contractor: The Contractor is an independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this Contract, exercise full authority over its personnel, and comply with all worker's compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Contract.

I. Subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this contract without the prior written authorization of the Department. If the Contractor subcontracts for certain aspects of the work involved in this contract, it shall ensure that the subcontractor has obtained Workers Compensation insurance and have proof of such insurance on file.

J. Amendment. This contract may be amended at any time in writing upon the agreement of both parties.

K. Termination: Either party hereto may terminate this Contract for any reason upon thirty- (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Department philosophy, the Contract can be terminated immediately upon written notice. Payment for services provided to the date of the termination will be based on the Consideration specified in Section III. Subsections of Confidentiality, Data Ownership and Copyright, Research and Access to Records and Audit Liability shall survive the termination of this Contract.

L. Breach Of Contract: Should the Contractor be determined to be in breach of this Contract, the Department, at its discretion, may upon written notice to the Contractor terminate the Contract immediately or specify a process with necessary actions and time frames that will permit the Contractor to cure the breach. The Department shall pay the

Contractor only for such care or service as has been properly provided based on the rate specified in Section III. This provision shall not preclude the pursuit of other remedies for breach of Contract as allowed by law.

The waiver by the Department of a breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

No waiver shall be valid unless in writing and signed by the Director of the Department.

M. Availability Of Funding: Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable either in full or in part due to such reductions in appropriations, the Department may, at its option, terminate the Contract, reduce the consideration by decreasing the scope of services and/or rate of payment upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. The effective date of such Contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

N. Data Ownership And Copyright: All data collected in the performance of this Contract shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Contract. The Department and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.

O. Public Counsel: In the event the Contractor provides health and human services to individuals on behalf of the department under the terms of this Contract, Contractor shall submit to the jurisdiction of the public counsel under Neb. Rev. Stat. 81-8,240 to 81-8,254 with respect to the provision of services under this Contract. This clause shall not apply to Contracts between the department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the long-term care ombudsman act.

P. Hold Harmless: The Contractor agrees to hold the Department, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the Contractor, its officers, employees, or

agents in the performance of this Contract including all associated costs of defending any action.

All claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers or its agents, shall in no way be the responsibility of the State of Nebraska. The Contractor shall hold the State of Nebraska harmless from any and all such claims, including all associated costs of defending such claims.

Q. Claims Against The State: The Department, if liable, is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

R. Lobbying: The Contractor assures that no Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

S. Debarment, Suspension Or Declared Ineligible: The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

T. Drug Free Workplace: The Contractor assures Department that the Contractor shall operate a drug-free workplace in accordance with Nebraska State guidelines. The Contractor also assures the Department that a drug-free workplace policy has been

implemented. The Contractor shall provide a copy of their drug free workplace policy to the Department.

U. Governing Law: This Contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

V. Severability: If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

W. Conflicts Of Interest: In the performance of this Contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Director of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

X. Documents Incorporated By Reference: All references in this Contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the contractor in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text, herein.

Y. Integration: This written Contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.

Z. Nebraska Technology Access Standards: The Contractor agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities.

Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://nitc.nol.org/standards/> and are part of the Department's General Provisions.

AA.NOTICES: Any written notices required by this Contract shall be sent to the following addresses for each party here:

<b>Bob Thomas</b>	<b>Contractor Contact</b> _____
<b>P.O. Box 669</b>	<b>Address</b> _____
<b>O'Neill NE 68763</b>	<b>City/State/Zip</b> _____
<b>402-336-2750</b>	<b>Contact Phone</b> _____



STATE OF NEBRASKA,  
DEPARTMENT OF HEALTH AND  
HUMAN SERVICES

BY \_\_\_\_\_  
Nancy Montanez, Director  
Department of Health and Human Services

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006

\_\_\_\_\_  
Federal Taxpayer Identification  
Number or Social Security

BY \_\_\_\_\_  
Contractor ( Printed Name)

BY \_\_\_\_\_  
Contractor (Signature)

\_\_\_\_\_  
Contract Number

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006

## ATTACHMENT B

### PROGRAM STANDARDS FOR INTENSIVE FAMILY PRESERVATION

#### SERVICE PROVISION

Intensive Family Preservation intervention is designed to ensure child safety and to improve family functioning and stability. IFP involves family preservation, reunification and permanency. Interventions are designed to strengthen and preserve the entire family and are typically provided within the family's home. Services are accessible on a 24-hour basis, 7 days a week. Services will be provided using a multifaceted approach, including but not limited to skill building, family therapy, crisis management and helping the family to obtain necessary resources. Services are intensive, time limited in duration and outcome focused. The IFP intervention process, intensity of services, and duration of each phase of service is directly based upon case goals that have been developed collaboratively by the family, case manager and provider. The goals are specific measurable and comprehensively identify the expected outcomes of the IFP service for the family.

**Option 1**, the Appraisal and Crisis Stabilization Phase, is viewed as an assessment and safety service, and is appropriate for referrals undergoing NHHS intake and investigation as well as cases engaged in ongoing NHHS intervention.

A written IFP Appraisal and Recommendation is to be provided, preferably at a face-to-face consultation meeting with the case manager.

The IFP Appraisal and Recommendation will include a service plan and will cover the following topic areas: demographics; family history; family dynamics; family strengths and resources; barriers to treatment and family needs; desired outcomes and recommendations. The IFP Appraisal specifically excludes the Risk Assessment and Family Assessment and is not intended to substitute for the Protection and Safety Assessments.

**Option II** is the entire 15 week package. It includes appraisal and Crisis Stabilization, skill building and Transition.

The Department can choose at the end of the 6th week to continue with IFP or discontinue services at the end of the 7th week.

The Department can choose to close the case at the end of the 10th week.

Aftercare/transition remains an integral part of service and is included in the service plan in consultation with the case manager.

#### CONTRACTOR RESPONSIBILITIES

The contractor is responsible for the following aspects of service delivery:

- Primary responsibility to see that the outcomes of the family are met;
- Responsibility to engage the family and keep them actively participating in the service on an intensive basis;
- Provide all IFP related services for 15 weeks this includes therapy, skill building, crisis management, case coordination;
- Responsibility to manage crises that occur at any time during the 15 week period ;
- Services are accessible on a 24 hour a day/7 day a week basis;
- Coordination with any ongoing service providers to ensure continuity and a single direction of care as agreed upon by the HHS case manager and the IFP team.

### FAMILY INVOLVEMENT

This service is designed to be offered within the family's home and community. Skill builders and therapists function as family consultants and facilitators for change, assisting families to meet jointly defined goals, to eliminate the crisis or other situation which led to the need for intervention, stabilize the family, enhance skills and connect the family to additional community resources.

### VISITATION

The Department Case Manager may request that the IFP provider supervise visits within the following guidelines:

1. The family members participating in the supervised visit are involved in the achievement of the permanency plan.
2. The amount of supervised visitation would be no more than a total of three hours per week.
3. The focus of the supervision is therapeutic or educational in nature and is intended to meet the goals of the Service Plan.

### TRANSPORTATION

The skill builder or therapist will provide transportation to the family when such is a part of the delivery of services based on the IFP service plan.

### LINKAGE TO THE COMMUNITY

In conjunction

with the family the IFP Team assesses the social system that the family is involved with and builds on identified strengths. The IFP Team will address the needs of the family and assure that the family is linked to existing community resources.

### PLAN DEVELOPMENT

The IFP Team will complete a IFP Service Plan that includes an IFP Appraisal specific service goals and a discharge plan that is agreed upon by the Department and send copies to the Department Case Manager within 30 days of the first day of service delivery.

### REPORTING

Typed summaries will be submitted to the Department by the fifth working day of the following month or more frequently if requested. Discharge summaries will be submitted 15 days after completion of Phase III to the Department Case Manager.

### STAFF QUALIFICATIONS

The therapist will be a clinical staff member who is able to provide family therapy services (this includes masters degree clinical interns and provisionally licensed mental health practitioners who are clinically supervised by licensed mental health practitioners). The Skill Builder will have a minimum of a bachelors degree in a field related to human service or an equivalent of three years experience in the human service field. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field.

## STAFF TRAINING

All staff with direct contact with families will have a minimum of 21 hours of pre-service training plus a minimum of 12 hours ongoing training per year on topics related to family preservation. The following categories have been identified as being critical issues for pre-service training. Within each category are several suggested training topics. Pre-service training should cover each of the following categories. The training given may be modified if the employee is able to demonstrate competency in that area.

1. CRISIS MANAGEMENT:  
CRISIS INTERVENTION AND SAFETY  
INFECTIOUS CONTROL  
MANAGING THE CLIENT WHO IS OUT OF CONTROL  
SUICIDE: SIGNS/SYMPTOMS/SAFETY
2. ABUSE/NEGLECT:  
DYNAMICS/INTERVENTION OF FAMILY VIOLENCE  
DYNAMICS/INTERVENTION OF PHYSICAL ABUSE  
DYNAMICS/INTERVENTION OF NEGLECT  
DYNAMICS/INTERVENTION OF DOMESTIC VIOLENCE  
DYNAMICS/INTERVENTION OF SEXUAL ABUSE
3. CHILD DEVELOPMENT/PARENTING:  
PARENT EDUCATION/RELATIONSHIP BUILDING  
NORMAL PHYSICAL AND EMOTIONAL DEVELOPMENT OF CHILDREN  
ATTACHMENT ISSUES  
COMMUNITY RESOURCES  
BEHAVIOR MANAGEMENT
4. JUVENILE SERVICES:  
LEGAL PROCESS  
PAROLE  
JUVENILE JUSTICE RELATED SERVICES  
COMMUNITY SAFETY
5. CULTURAL COMPETENCY:  
RELIGIOUS/SPIRITUAL  
GENDER  
GEOGRAPHIC  
RACIAL  
ETHNICITY
6. INTENSIVE FAMILY PRESERVATION SPECIFIC:  
FAMILY PRESERVATION VALUES, PHILOSOPHY AND MISSION  
COMMUNITY RESOURCES AND NETWORKING  
DOCUMENTATION SPECIFIC TO IFP  
ROLES OF THE TEAM, INCLUDING HHS  
24/7 COVERAGE  
STAFF SAFETY
7. THEORY AND PRACTICE:  
SOLUTION-BASED THEORY/INTERVENTION  
SYSTEMS THEORY AND INTERVENTION  
IDENTIFYING AND BUILDING ON FAMILY STRENGTHS  
HOME-BASED INTERVENTION

SUGGESTED TRAINING FOR IN-SERVICES

INTENSIVE FAMILY PRESERVATION:

THE FOLLOWING TOPICS ARE SUGGESTIONS FOR THE 12 HOURS (MINIMUM PER YEAR) OF ON-GOING TRAINING.

- ANGER WITHIN THE FAMILY/TEACHING ANGER MANAGEMENT SKILLS
- BOUNDARIES AND THERAPEUTIC RELATIONSHIPS
- TOOLS FOR ASSESSMENT
- TERMINATION AND DISCHARGE
- TEAM-BUILDING
- PARENT-CHILD RELATIONSHIP BUILDING
- CHILD/CHILD SKILL BUILDING AND INTERVENTION
- DEPRESSION: SIGNS, SYMPTOMS AND MANAGEMENT OF
- WORKING WITH CHILDREN DIAGNOSED WITH ADHD
- CPR
- INFECTIOUS DISEASE CONTROL
- WORKING WITH RESISTANCE (IN ANY SYSTEM)
- THE LEGAL SYSTEM / ADJUDICATION, DISPOSITION, THE ROLE OF THE GAL...
- TEACHING PROBLEM-SOLVING SKILLS
- RECOGNITION, ASSESSMENT AND INTERVENTION WITH SUBSTANCE ABUSE
- REVIEW OF CONTRACT/POLICIES AND PROCEDURES
- WORKING WITH THE PUBLIC SCHOOL SYSTEM
- SUPPORTING THE IFP TEAM
- TEENS AND SEXUALITY
- AGE-APPROPRIATE BEHAVIOR
- GANG ISSUES
- WORKING WITH SCHOOLS

Other topics directly related to IFP may also be considered for in-service training curriculum.

INTENSITY & DURATION

The duration of Intensive Family Preservation services is 15 weeks. The provider is responsible to provide a MINIMUM of ten weeks of service delivery and may provide up to 15 weeks. If the family has a crisis or IFP related needs between the time that the services cease and the end of the 15 week period the provider is responsible to meet these.

The average number of hours spent in direct service to the family and in collateral contacts will be as follows:

	<u>Skill Builder/Therapist</u>	<u>Therapist Only Model</u>
Option 1	60 hours	48 hours
Option 2	<u>36 hours</u>	<u>29 hours</u>
Totals	96 hours	77 hours

ATTACHMENT D

Billing Form: DSS5-CW or DSS5 N-Preprint

Schedule of Billing: Four (4) Occurrences Monthly @ \$1550.00

	@	3 weeks - 1 Occurrence/Unit of	\$1550.00
<b>Option 1:</b>	@	7 weeks - 1 Occurrence/Unit of	\$1550.00
<b>Option 2:</b>	@	11 weeks - 1 Occurrence/Unit of	\$1550.00
	@	15 weeks - 1 Occurrence/Unit of	\$1550.00

Instructions for Contractor:

If services are discontinued @ weeks 1, 2 and 3 the contractor will bill only the number of weeks provided @ 516.66 each.

Contractor will not obligate the Department to pay the entire amount. Services may be discontinued only at the intervals specified above and Contractors would bill for each occurrence.

If the service is terminated after Option 1, Appraisal and Crisis Stabilization, payment will be made for 2 occurrences. If the case is referred again before the end of a break of 180 days (6 months), the Contractor can bill for up to 2 additional Occurrences, according to the provision of services for Option 2.

Instructions for CWIS entry:

Enter the incremental amounts as occurrences @ \$1550.00 for the Service Approval. The staff who "authorizes" the service, may do so for Option 1 or for Options 1 and 2 (all 4 Occurrences). If the service is discontinued after Option 1, and referred again before the end of an 180 day break in service, 2 more Occurrences may be authorized.

Submit Bills to: Service Area Contract Liaison or Designee

Name:

Address:

Phone Number:

Department Contact Person

Provider Contact Person

Name: Local Office IM  
Foster Care Worker

Name

Phone Number: Local Office

Phone Number:

Providers are expected to follow terms of all contracts with the Department.

INTENSIVE FAMILY PRESERVATION  
GUIDELINE CRITERIA

I. EXCLUSIONARY CRITERIA

Presence of ONE of the following indicates that IFP services may not be the appropriate type of intervention or care:

- A termination case plan has been filed.
- Safety cannot be reasonably assured (this may include the family, child/adolescent, staff or community).
- Family refuses or is unable to participate in IFP services.
- Family is unable to participate due to a major medical condition that is untreated and would:
  - 1. Need to be treated prior to IFP service delivery AND
  - 2. This condition would render IFP service ineffective until the condition is treated.
- The family's basic needs of shelter, food and security have not been met and present an issue of such intensity that they are unable to focus on IFP concerns.
- IFP services, or a part of IFP services, would duplicate other services currently being provided, such as Family Support Services or Home Based Family Therapy.
- The major service needed is case management/case coordination.

II. INCLUSIONARY CRITERIA:

Use of IFP services must meet ALL the elements listed in section A plus AT LEAST ONE other element from section B:

A.

- 1. There must be an open CPS or HHS-OJS case and the child/adolescent must be a:
  - a. Ward of the Nebraska Department of Health and Human Services; or
  - b. Part of a case undergoing initial assessment; or
  - c. Part of a voluntary case; or
  - d. Part of an ongoing case under HHS supervision and court jurisdiction.
- 2. There is an imminent risk that the child/adolescent will be placed out of home or that out-of-home placement will continue
- 3. Safety can be maintained in the home with IFP services.
- 4. The family is willing to work with the IFP program on agreed upon outcomes.
- 5. The case manager and the provider are in agreement that:
  - a. The strengths of the family members involved can be enhanced within the 15 week time frame of IFP services; and
  - b. There are agreed upon short-term outcomes; and
  - c. There is a reasonable chance of success using IFP services.
- 6. If the family has received IFP services in the past, there must be a clear determination by the case manager as to the reason a repeat of these services would now be effective. This determination will be documented and shared with the provider at the time of referral.
- 7. Other less intensive services have been determined to be inadequate to meet the need of the family via an initial assessment.

B.

- 1. The family lacks adequate supports to seek treatment or services on their own.
- 2. There is abuse and/or neglect occurring in the family.
- 3. The child/adolescent is in out-of -home care and is transitioning back to the home.
- 4. There is continuing risk of maltreatment in the family.
- 5. The parent needs specialized support/training to manage the child/adolescent in the home.

## ATTACHMENT H

### MILEAGE REIMBURSEMENT CRITERIA

#### MILEAGE CAN BE REIMBURSED UNDER THE FOLLOWING CONDITIONS:

1. When the service provided is individual therapy with a child or family therapy. Mileage is reimbursable if the service, but not the mileage, is being paid for by private insurance, Medicaid Managed Care or Medicaid Fee-For-Service.
2. When billing for mileage not covered by Medicaid Managed Care or Medicaid Fee-For-Service, the provider must submit the Explanation of Benefits from Medicaid Managed Care or Medicaid Fee-For-Service with the bill.
3. When Home Based Family Therapy services are authorized in writing by the Case Manager, mileage can not be paid for when the service (therapy) has not been authorized. Mileage is not paid for when the customer obtains therapy on their own, outside of the Case Plan.
4. When the service is for a Pre-treatment Assessment (PTA) and Mental Status Exam (MSE) mileage will be reimbursed for only ONE visit regardless of how many visits it takes to complete the PTA/MSE.
5. If a missed appointment was scheduled in the client's home, the Contractor will be reimbursed for mileage for travel to and from the client's home for the scheduled therapy session.
6. The department agrees to pay either the managed care rate or \$1.00 per mile, but will not pay the difference.

#### MILEAGE WILL NOT BE REIMBURSED UNDER THE FOLLOWING CONDITIONS:

1. When the service and the client are Medicaid Managed Care or Medicaid Fee-For-Service eligible but the claim for service is denied because Medicaid Managed Care or Medicaid-Fee-For-Service rules regarding pre-authorization or service delivery were not followed.
2. When the service provided was Individual therapy with an adult.
3. When the service provided was a conference.