

**SCOPE OF WORK AND DELIVERABLES
STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE CONTRACT**

The following Scope of Work ("SOW") consists of the work to be provided by **Name of Agency** and paid under the associated Service Contract Award. This SOW is subject to the DHHS General Terms – Services Contracts, and any other addenda referenced in the Service Contract Award.

SCOPE OF WORK MANAGER

Daniel Grosvenor
DHHS-Division of Children and Family Services
9218 Beford Avenue, Omaha NE 68134
402-452-8168
daniel.grosvenor@nebraska.gov

SCOPE OF WORK

1. SCOPE OF WORK (Services will change for each Provider)

1.1. THE CONTRACTOR shall do the following:

1.1.1. Child Welfare Services

- 1.1.1.1. Agency Supported Respite Care Service
- 1.1.1.2. Boys Town In Home Safety Service
- 1.1.1.3. Drug Testing Specimen Collection and Sweat Patch Lab Confirmation Service
- 1.1.1.4. Family Support Service
- 1.1.1.5. In-Home Safety Service
- 1.1.1.6. Intensive Family Preservation Service
- 1.1.1.7. Intensive Family Reunification Service
- 1.1.1.8. Parenting Time/Supervised Visitation Service
- 1.1.1.9. Reporting Center Service
- 1.1.1.10. Restoring Hope Cultural Ambassador Service
- 1.1.1.11. Semi-Supervised Independent Living Service
- 1.1.1.12. Soberlink Breathalyzer Service
- 1.1.1.13. Transitional Living and Training Independent Skills Service

1.1.2. Out of Home Placement Services

- 1.1.2.1. Agency Supported Foster Care and Pre-Adoption Service
- 1.1.2.2. Crisis Placement Service
- 1.1.2.3. Crisis Emergency Shelter Care Service
- 1.1.2.4. Emergency Shelter Care Services
- 1.1.2.5. Group Home A Service
- 1.1.2.6. Group Home B Service
- 1.1.2.7. Home Study Service
- 1.1.2.8. Options Education Service
- 1.1.2.9. Triage Placement Service

1.2. Out of Home Placement Contractors shall meet all licensing requirements in accordance with Nebraska Department of Health and Human Services 391 NAC 7 and 8 to provide services herein and shall maintain licensure as a child placing agency during the course of this agreement.

1.3. DHHS AUTHORITY. DHHS retains the final authority in all decisions pertaining to child welfare services.

1.4. STAFF BACKGROUND CHECKS.

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- 1.4.1. The Contractor shall conduct background checks on any employees, interns, volunteers, or subcontractors, including any previous names used, who may have contact with a child(ren) and/or family members of the child(ren) during the course of their employment.
- 1.4.2. The background check shall be conducted prior to any unsupervised contact with child(ren), or transportation of child(ren), and every two years thereafter. Background checks must include, at a minimum:
 - 1.4.2.1. National Sex Offender Registry;
 - 1.4.2.2. Nebraska Child Abuse and Neglect Central Registry;
 - 1.4.2.3. Nebraska Adult Abuse and Neglect Central Registry;
 - 1.4.2.4. Nebraska State Patrol Criminal Background Check; and,
 - 1.4.2.5. Nebraska Department of Motor Vehicles Check for License Point Status.
- 1.4.3. The Contractor shall perform out of state background check on all newly hired employees, interns, and volunteers who previously resided in a state other than Nebraska within the last five (5) years, if the individual may have contact with child(ren) and/or families during the course of employment. The Contractor shall complete the background checks in the corresponding prior states of residence before the individual has unsupervised contact with any child(ren) and/or families. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Registry, an Adult Abuse and Neglect Registry or any such similar registry, the Contractor shall complete a criminal background check in the states of previous or current residence. The Contractor must document efforts made to obtain the background check information, and maintain the response received from the state(s) of previous residence. If the individual continues to reside in a different state while working in Nebraska, out of state background checks will be performed every two years thereafter.
- 1.4.4. If any background check results in a record being identified on a Sex Offender Registry, Child Abuse and Neglect Central Registry, Adult Abuse and Neglect Central Registry or any such similar registry, the Contractor shall not allow the individual to have contact with any child(ren) and/or families referred for services by DHHS.
- 1.4.5. The Contractor shall require employees, interns, volunteers, or subcontractors who may have contact with a child(ren) and/or family members of the child(ren) to immediately notify the Contractor if any of the above are arrested for or convicted of a crime during his or her time of employment with the Contractor.
- 1.4.6. If a criminal history background check results in a record with convictions being identified, other than convictions of minor traffic violations, e.g., speed limit violations, traffic signal laws, and reckless driving statutes, the Contractor shall notify the DHHS Contract Monitor (supervisor or designee), of the employee's name, job function and description of the record of conviction. For purposes of this Contract, a record shall be defined as a Record of Arrest and Prosecution sheet for individuals. In such cases involving a criminal history record with convictions, DHHS reserves the right to prohibit contact between the individual and any child(ren) and/or families referred for services by DHHS. DHHS shall notify the Contractor in writing of this decision within five (5) State business days of receipt of the individual's criminal history record of convictions.
- 1.4.7. DHHS reserves the right to prohibit Contractor staff from having contact with child(ren) and/or families referred for services by DHHS. In such cases when the decision is to prohibit contact, the DHHS Contract Monitor will notify the Contractor of this decision within five (5) State business days of receipt of the individual's criminal history record of convictions.
- 1.4.8. For Out of Home Placement Contractors. In addition to the requirements stated above, the following applies:
 - 1.4.8.1. All individuals applying for employment in a residential child-caring agency must complete a Fingerprint-based National Criminal History Check with the Identification Division of the Federal Bureau of Investigation and the employing agency must receive employment eligibility determination from the Department before allowing the individual to work with children.
 - 1.4.8.2. Any individual 18 years or older working in a residential child caring agency is

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required to have a Fingerprint-based National Criminal History.

1.5. STAFF TRAINING.

- 1.5.1. The Contractor shall recruit, train and supervise staff to perform the service(s) as described in the Service Attachment(s).
- 1.5.2. The Contractor shall provide core training that is critical to deliver the service(s) and agrees to collaborate with DHHS to identify additional trainings designed to strengthen the child serving workforce. Such training shall include, but not limited to, trauma informed care, domestic violence awareness, stages of child development, suicide prevention, cultural/linguistic competency, and car seat training as approved by DHHS for all agency staff transporting children under eight (8) years of age, such as the training available at: <https://dhhs.ne.gov/Pages/Safe-Kids-Car-Seat-Training.aspx>. A refresher suicide prevention training shall be provided to staff on a biannual basis.
- 1.5.3. The Contractor must ensure that core training requirements for all employees who perform the services described in the Service Attachments are completed before the individual has unsupervised contact with any child(ren) and/or families. The Contractor shall submit to DHHS Contract Monitor upon request, copies of the core training curriculum and the additional training curriculum, including training dates, trainer credentials, and employee training attendance records.
- 1.5.4. The Out of Home Placement Contractor shall ensure that all individuals designated as the on-site officials authorized to apply the reasonable and prudent parent standard receive training to acquire the necessary skills and knowledge on how to use and apply the reasonable and prudent parent standard. The reasonable and prudent parent standard training must be similar to the training received by foster parents.
- 1.5.5. The Out of Home Placement Contractor shall ensure that all staff complete training, including training to acquire the necessary skills and knowledge for applying the applicable provisions of the Preventing Sex Trafficking & Strengthening Families Act of 2014 (P.L. 113-183/HR 4980). The Contractor shall provide documentation that staff have a clear understanding of the reporting requirements when a youth is referred by DHHS is missing or runs away from a foster care home or caretaker.

- 1.6. INTERPRETER SERVICES. The Contractor shall provide, arrange and pay for interpreters to meet the language barrier needs of the child(ren) and family in person or by phone, during the delivery of the service(s) 24 hours a day, 7 days a week. The Contractor may request reimbursement, at a reasonable rate, for the actual cost of the Interpreter service. At the time of the billing, the Contractor must provide documentation from the Interpreter indicating the actual cost of the Interpreter's services. Prior written consent from DHHS to subcontract with interpreters is not required.

1.7. TRANSPORTATION.

- 1.7.1. The Contractor shall be responsible for transporting children and families as outlined in the Service Attachments, and shall ensure that children and family members are transported safely and in accordance with Nebraska law, and will:
 - 1.7.1.1. Ensure each employee who has the responsibility to transport children has successfully completed a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency before driving on behalf of the Contractor and transporting children and families for this Contract.
 - 1.7.1.2. Adhere to 474 NAC 1-016.04(C)(i) Provider Standards.
 - 1.7.1.3. Provide transportation as outlined in the Provider Service Referral or Visitation Plan.
 - 1.7.1.4. Provide and use child safety restraints in accordance with Nebraska State law.
- 1.7.2. In situations when the Contractor utilizes a non-employee for transporting children and families as outlined in the Service Attachments, the Contractor shall ensure that the non-employee adheres to 474 NAC 1-016.04(C)(i) Provider Standards and that said non-employee is covered by all applicable insurance requirements contained herein.

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- 1.7.3. The Contractor shall ensure that anyone providing transportation for children and families as outlined in the Service Attachments shall meet the Background Checks requirements of this Contract located in Section 1.4.
- 1.8. GRIEVANCE PROCESS. The Out of Home Placement Contractor shall establish a written grievance or complaint process in their policy and procedures to respond to grievances from the youth and families they serve. This written policy shall be provided to the DHHS Contract Monitor within thirty (30) calendar days following the execution of this Contract. The written policy must be in accordance with the DHHS grievance protocol. The grievance or complaint process must be made available to youth and family at the initiation of services from the agency and presented again every six (6) months the agency serves the youth and family. The Contractor shall notify their DHHS Contract Monitor by the end of the next business day upon receiving a grievance from a youth or family they are serving.
- 1.9. REQUIRED REPORTS.
- 1.9.1. The Contractor must submit a written progress report as directed by DHHS (**see Contract Submission Attachment**), and in a format approved by DHHS, by no later than the tenth (10th) calendar day of the month following provision of services. If the tenth (10th) calendar day is on a weekend day or holiday, the Contractor shall submit the written progress report on or before the next business day.
- 1.9.2. The Contractor agrees to develop and submit to the DHHS Contract Monitor, within thirty (30) calendar days following the execution of this Contract, a written disaster plan detailing the procedures the Contractor shall follow to ensure that children and families referred by DHHS receive continued care and supervision in the event of an emergency or disaster, such as tornados, fire, flood, earthquake, pandemic flu, or energy failure.
- 1.9.3. The Contractor shall provide additional reports as required in the Minimum Reporting Requirements section of the Service Attachments. The Contractor also agrees to provide additional reports not specified in the Service Attachments upon request by DHHS.
- 1.9.4. Required reports must be sent electronically by secure email and must comply with the provisions of Addendum C. Signed originals must be available if requested by DHHS.
- 1.9.5. Caregiver Notification: The Contractor shall verbally report to the youth's caregivers if the results of the delivered service are likely to have a negative impact on the youth's subsequent mood, behavior, or safety upon return to the caregiver.
- 1.9.6. The Contractor shall first attempt to notify the Children and Family Services Specialist (CFSS) or CFSS Supervisor through a verbal conversation of any incident where the caregiver or an individual identified in the safety plan has failed to comply with the conditions of the safety plan which causes a safety concern for the children during business hours. If unable to reach them, the Contractor shall notify DHHS Hotline staff within two (2) hours.
- 1.9.7. The Contractor shall notify the CFS Specialist or CFS supervisor by the end of the next business day when a caregiver or youth misses an appointment (i.e. medical/dental/vision/behavioral health/service authorized through a DHHS service contract/etc.).
- 1.9.8. The Contractor shall confirm service time and location with families prior to each service appointment as applicable to the service. This confirmation can be done in the form of email, text message, phone, or established during a previous visit.
- 1.9.9. The Contractor shall immediately report by secure email to the CFS Specialist, CFS Specialist Supervisor, and the Service Area Administrator any DHHS Critical Incident involving children. If immediate response by DHHS is necessary during business hours, the contractor will notify the Services Area Administrator via phone. Critical incidents include allegations of sexual assault, assault, death, serious injury, attempted suicide, emergency hospitalization, arrest made against a youth in care and/or any high-profile event (publicly known, has the potential for media involvement or involves a prominent member of the community) involving a youth in care or a youth's family. The Contractor shall forward a

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written copy of the Provider's Critical Incident Report to the DHHS Service Area Administrator with current jurisdiction of the case, within 24 hours.

- 1.9.10. Agencies may have additional criteria for incidents they determine immediate notification to DHHS is necessary. Notification and documentation of such incidents should be provided to the assigned CFS Specialist to determine additional action.

1.10. OUTCOMES MEASURES

- 1.10.1. Contractor who achieves a 35% improvement in their overall youth reunification rate within 12 months compared to their previous year's baseline, will be eligible for a reunification payment per master case. Eligible Contractors are Agency Support Foster Care, Intensive Family Reunification/Intensive Family Preservation, Family Support, and Parenting Time/Supervised Visitation Contractors who have met the 35% improvement threshold. Providers who are on a corrective action plan, either within DHHS-CFS or DHHS-DD will not be eligible to receive the reunification fee-for-service.
- 1.10.2. Providers will initiate services within 2 hours of the receipt of authorization. Initiate is defined as activities associated with contacting the family to schedule the first session or meeting. This will be documented through written progress reports.

1.11. DHHS shall do the following:

- 1.11.1. Request a service through the use of a written referral approved by the Division of Children and Family Services Supervisor or as otherwise indicated by DHHS. Neither written nor verbal requests for services shall serve as permission to begin a service.
- 1.11.2. Provide a Service Authorization for services requested and accepted by the Contractor. Only written Service Authorizations, or communication from DHHS Billing Team staff, or direction in writing by a CFS Supervisor or DHHS Administrator shall serve as permission to begin a service. Emergency Out of Home Placement Services should begin immediately without written service authorization.
- 1.11.3. Provide the Contractor with electronic and/or hard copy of all relevant and necessary information allowed by law to conduct the service(s), which can include all relevant medical/dental/vision information.
- 1.11.4. Schedule meetings, at the discretion of DHHS, to discuss provisions of the Contract with the Contractor.
- 1.11.5. The Contract Monitor will provide final written resolution to the Contractor for unresolved billing and payment issues within thirty (30) business days of request for resolution by the Contractor.
- 1.11.6. Upon the request of the Contractor, the DHHS Contract Monitor may assist in contacting the assigned Children and Family Services Specialist to consider approval of additional units of Child Welfare Services if prior efforts have been made.

PAYMENT STRUCTURE

Payment shall be made as provided below, consistent with DHHS General Terms – Services Contracts.

Payment Structure Type
Deliverable-Based

2. PAYMENT TERMS AND STRUCTURE

- 2.1. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount estimated to be \$ xx.xx (written amount) for July 1, 2025 through June 30, 2026 and a total amount estimated to be \$ xx.xx (written amount) for July 1, 2026 through June 30, 2027 which is subject to actual utilization for the services specified herein.

- 2.2. PAYMENT STRUCTURE. Payment shall be structured as follows.

- 2.2.1. DHHS shall pay the Contractor for services as authorized by DHHS through the NFOCUS System.

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- 2.2.2. DHHS shall pay the Contractor upon delivery of services in accordance with the specific terms and conditions of this Contract and any attachments.
- 2.2.3. No additional costs shall be paid by DHHS, unless and except as specifically stated within the Contract.
- 2.2.4. To be paid, all services rates under this Contract must be approved by the Legislature and Published on DHHS's public website, currently available at <https://dhhs.ne.gov/Pages/Protection-and-Safety-Services-and-Rates.aspx>. Published rates shall identify the service to which they apply and contain an effective date and an end date ("Rate Effective Period").
- 2.2.5. DHHS shall pay Contractor the rate applicable for the date the service began as authorized through the NFOCUS system.
- 2.2.6. DHHS shall notify Contractor, via email to the individual identified in Notices, of any change in rates.
- 2.2.7. DHHS's public website, identified above, shall contain rates approved within at least the last three years.
- 2.2.8. DHHS reserves the right to withhold payment until required reports are received or in the event there is noncompliance with any material requirement of this Contract. Material requirements include, but are not limited to, the Contractor's obligation to conduct background checks, train its staff, and maintain insurance at the levels set forth in the Contract.
- 2.2.9. DHHS shall recover overpayments made to the Contractor, regardless of fault or circumstances, by reducing future payment amounts by 50% until the overpayment debt has been repaid in full.

2.3. BILLING FORMAT.

- 2.3.1. The Contractor shall bill DHHS in a manner and format consistent with the provisions of this Contract.
- 2.3.2. The Contractor shall submit an N-FOCUS generated electronic claim through the web portal, unless otherwise directed by DHHS.
- 2.3.3. DHHS shall not pay any initial request for payment that is submitted later than sixty (60) calendar days past the last day of the month for which services were provided.
- 2.3.4. In the event of extenuating circumstances that prevent the Contractor from meeting the billing timeline identified in Section 3.3, DHHS may grant an extension. The Contractor shall request this extension from DHHS Contract Monitor, in writing as soon as possible, but in all cases prior to the due date.
- 2.3.5. If no extension is requested and granted, or a billing request is not submitted to the DHHS Contract Monitor, by the billing deadline identified in Section 3.3, DHHS may deny the payment.
- 2.3.6. Any deficient claims returned to the Contractor must be corrected and resubmitted within ten (10) calendar days of receipt of notification of a billing deficiency. If the billing deficiency is not corrected and resubmitted within ten (10) calendar days, DHHS may deny the payment.
- 2.3.7. The Contractor shall maintain one hundred percent (100%) of all source documentation, for auditing purposes, in a format approved by DHHS which supports each billing entry made through the web portal.
- 2.3.8. The Contractor is responsible for any and all costs associated with the production and delivery of reports.
- 2.3.9. The Contractor shall not accept payment from the family under the terms of this Contract unless the court order requires payment by the family.
- 2.3.10. This Contract does not guarantee that DHHS shall refer or authorize a minimum number of services.