

September 14, 2012

Patrick O'Donnell, Clerk of the Legislature
State Capitol, Room 2018
PO Box 94604
Lincoln, Nebraska 68509

Dear Mr. O'Donnell,

Nebraska Revised Statute 43-4408 requires the Department of Health and Human Services to report to the Health and Human Services Committee of the Legislature by September 15, 2012, on the department's monitoring of any lead agencies or the pilot project, including the actions taken for contract management, financial management, revenue management, quality assurance and oversight, children's legal services, performance management, and communications.

This report is attached.

Please contact me with any questions, 402-471-1878.

Respectfully,

A handwritten signature in black ink, appearing to read 'T. Pristow', with a long horizontal flourish extending to the right.

Thomas D. Pristow, MSW, ACSW
Director, Division of Children and Family Services

**Department of Health and Human Services
Division of Children and Family Services**

**43-4408
Pilot Project Monitoring and Functional Capacity**

**Prepared for the
Health and Human Services Committee of the Legislature**

September 15, 2012

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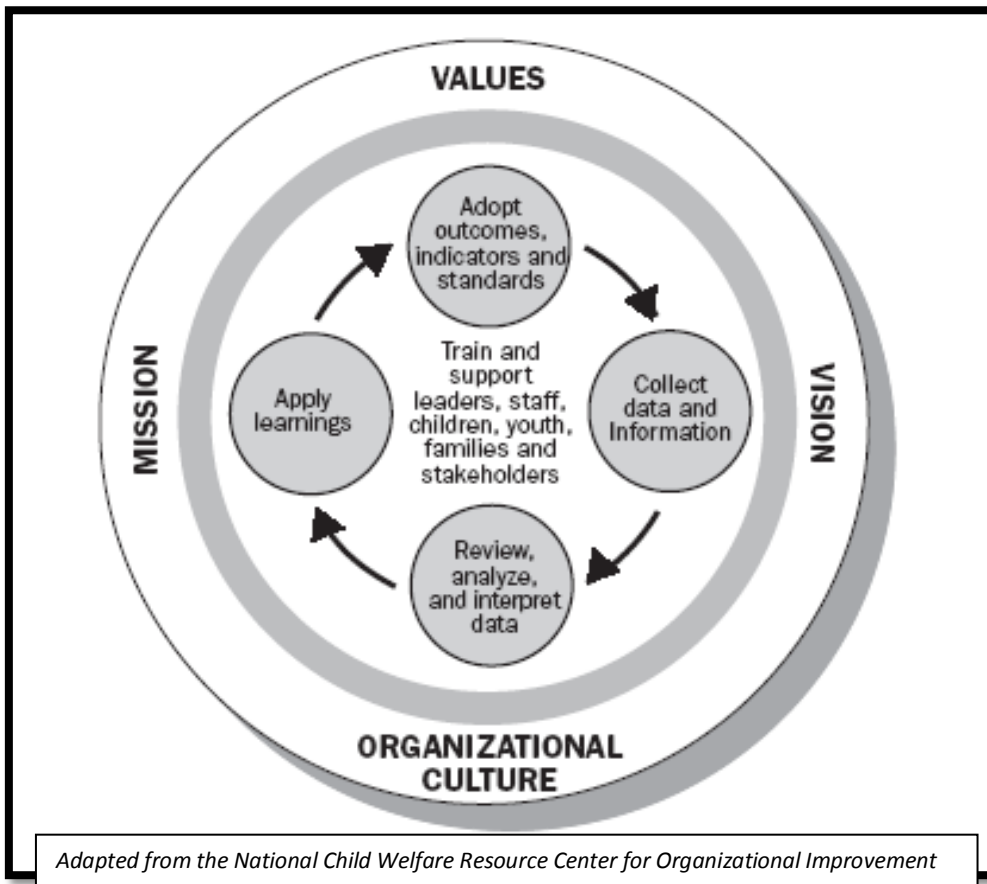
Attachments:

- 1. Contract with Pilot Project**
- 2. Functional Capacities: Self-Assessment by Pilot Project**

Section I: Continuous Quality Improvement Framework

DHHS Division of Children and Family Services (DCFS) utilizes a variety of methods to monitor the contract and performance of the Pilot Project. These methods have changed; improved and evolved over the last year and certainly since the original contracts were developed.

Over the past 10 months, DCFS has completely restructured the Quality Assurance monitoring system used to evaluate case management performance. The former system focused primarily on case reviews and federal reporting requirements. A new system was implemented to continually assess information on quality and implement necessary changes to improve performance. This newly developed Continuous Quality Improvement (CQI) framework is used to monitor DHHS performance as well as the performance of the Pilot Project. The goal of the continuous quality improvement system is to assess child welfare practice, outcomes, and compliance, and to use data and results to guide and change policies and practices in order to ensure that children and families receive quality services. Continuous Quality Improvement focuses on constant learning about practice and outcomes, not simply quality assurance or compliance.



By January 2013, our plan is to involve direct line staff, families and key system stakeholders at the statewide CQI meetings as well as at the local level CQI meetings. DHHS has been facilitating CQI meetings on a monthly basis with the Pilot Project quality assurance staff since fall 2011. These discussions have provided an opportunity for targeted, ongoing feedback on practice and outcomes; as well as discussions on strategy development to improve practice.

DHHS has a variety of formal and informal

methods to provide feedback to the Pilot Project. DHHS' role in monitoring the Pilot Project has evolved over time. As the process for contract monitoring has been modified to incorporate lessons learned, so has the training of staff responsible for many of the contract monitoring activities. Internal and external communication processes have been modified and strengthened over the past year.

The chart below illustrates the types of formal communication processes currently in place.

| Type of Feedback | Participants | Frequency | Purpose |
|--|--|-----------|---|
| Local Administrative Meeting | DHHS Service Area Administrator, NFC CEO/President | Monthly | To identify system issues that can be mutually worked on, review outcomes data, identify trends |
| Executive Leadership Meeting | DHHS CEO, DHHS COO, DHHS Director, DHHS Deputy Director, DHHS Service Area Adm., NFC Staff, Boystown Staff | Monthly | Review fiscal and performance data |
| Quality Assurance Team Meeting | Local DHHS QA Staff and NFC Quality Assurance Staff | Monthly | To discuss Compliance Reviews, monitor Process and Outcome Measures, identify strategies to improve performance |
| Local Operations Meeting | Local Leadership from DHHS and NFC | Monthly | To review overall systems issues at the local level and strategize solutions |
| Entries & Exits Conference Call | Local DHHS and NFC Program Staff | Weekly | To ensure the right children are entering and exiting the system |
| Court Liaison Conference Call | Local DHHS Staff and NFC Program Staff | Weekly | To review issues pertaining to the courts e.g. missed hearings, lack of reports, timely access to services |
| Statewide Continuous Quality Improvement Meeting | DHHS and NFC Leadership and Quality Assurance Staff | Monthly | Review data reports-Operations Plan-improve data integrity, improve performance, improve safety, permanency and well-being outcomes for children/families |
| Financial Analysis and Monitoring Meeting | DHHS Program and Financial Staff | Monthly | Review financial data |

Section II: Contract Monitoring and Accountability

A. Compliance Reviews

Compliance Reviews assess the contractor's compliance with statutes, regulations, and specific terms of the contract (Attachment #1). These specific reviews are one method of monitoring the Pilot Project's compliance with contractual requirements. The specific reviews were identified as being significant given their direct connection to child safety. The table below identifies the specific type of Compliance Reviews conducted, the frequency of the review, the size of the review sample and the actual dates the review was conducted or the frequency by which the data report is generated.

| Type of Review | Frequency of Review and Sample Size | Definition or Items Included in Review | Frequency of Data Report or Date of On-Site Review |
|--|---|--|--|
| Personnel File Review- On-Site Review | Quarterly/ 25-75 files | Background Checks, Training and Supervision of Staff, Pre-Service Training, Multi-Ethnic Placement Act (MEPA) Training, Indian Child Welfare Act (ICWA) Training, Confidentiality Agreement Policy, Transportation Policy | 6-22-10 9-23-10 12-9-10 3-10-11 6-22-11 5-18-12 6-5-12 6-20-12 6-21-12 |
| Quarterly & Annual Data Data Reports per Federal and State Requirements | Quarterly & Annually- 100% of Reports | Training Report, Foster Plan Recruitment and Retention Plan, Evidence Based Practice Report, Non EBP Quick Indicator Report, Progress on Accreditation, Performance Improvement Plan (PIP) Documents, Personnel File/Sub-Contractor, Detention Plan, Disaster Plan, Aftercare Services, Coordination with Tribes, Collaboration, Inter-County Adoptions, Quality Assurance System, Chafee Foster Care Independence, Protocol for Reporting Suspected Abuse and Neglect, Insurance-Copies of Certificate of Insurance, Foster Care Rates and Adoption, Guardianship Subsidy Structures, Annual Finance Report, Audited Financial Statement, IRS Form 990 | June 2010 October 2010 January 2011 April 2011 July 2012 |
| Child Placements in Non-Licensed Homes | Ongoing- 100% of Placements | 24 Hour Timeframe: The following documents are due to DHHS Resource Development within 24 hours of the child being placed in out of home care: IRS W-9, Background Check Request Form, Home-Study Referral/Request to load in NFOCUS, and placement documented in Narrative Section on NFOCUS. 7 Day Timeframe: Potential caregivers must complete fingerprint process for the State and National Criminal History Checks within 7 days of the child being placed in out of home care. 30 Day Timeframe: Home study must be completed and submitted to DHHS Resource Development within 30 days of the child being placed in out of home care. | Monthly Monthly Monthly |

| | | | |
|-----------------------------------|---------------------------|--|----------------|
| Cont'd | Cont'd | 60 Day Timeframe: Fingerprint results must be submitted to DHHS Resource Development within 60 days of the child being placed in out of home care. | Monthly |
| Documentation of Placement Change | 100% of Placement Changes | All contact information shall be up-to-date within seventy-two hours of any placement change (NE Revised Statute 43-1314). | Monthly Report |

B. Process Measures

The measures listed below were identified as critical case management practices that have a direct impact on child safety, permanency and well-being. Data reports for these measures are prepared monthly by DHHS and shared with the Pilot Project during continuous quality improvement monthly meetings.

| Process Measure | Goal and Definition | Frequency of Data Report/ Review |
|---|---|----------------------------------|
| Monthly Child Contact (Federal Measure) | <p>Contractor will visit children in out of home care one time each month 95% of the time. Case managers will have monthly face to face visits with children in foster care-95% of the time (federal definition).</p> <p>a) At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 90.5%</p> <p>b) At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 92%</p> <p>c) At the end of Quarter 3 2013, (Jan.-Mar) Contractor will achieve 93.5%</p> <p>d) At the end of Quarter 4 2013 (Apr.-Jun.) Contractor will achieve 95%</p> | Monthly |
| Family Team Meeting | Contractor will facilitate a family team meeting once every 30 days. | Monthly |
| Caseload Size | Per the DHHS approved caseload size standards (May 2012). | Monthly |
| Court Report/Case Plan Timeliness | Contractor will submit court reports/case plan to the courts in accordance with judicial timeframes 98% of the time. | Monthly |
| Court Attendance | Contractor will attend all juvenile court hearings. | Monthly |

C. Outcome Measures

The Outcome Measures identified below focus on the safety, permanency and well-being of children. These Outcome Measures mirror the measures developed by the federal DHHS-Administration for Children and Families (ACF) are reviewed during the Children and Family Services Reviews (CFSR) and are included in the contract with the Pilot Project. Data reports for these measures are prepared monthly by DHHS and shared with the Pilot Project during continuous quality improvement monthly meetings.

| Outcome | Indicator | Definition of Federal Measures | Benchmarks | Frequency of Data Report/ Review |
|---|---|---|---|----------------------------------|
| Safety: Children are protected from abused and neglect and safely maintained in their homes. | Contractor will achieve 94.6% absence of maltreatment recurrence by June 30, 2013. | The percentage of children who had previously been victims of substantiated or indicated abuse or neglect who did not experience a recurrence of maltreatment within 6 months. | a) At the end of Quarter 1 2012(Jul.-Sept) Contractor will achieve 93.6% b) At the end of Quarter 2 2012, (Oct.-Dec.) Contractor will achieve 93.9% c) At the end of Quarter 3 2013, (Jan.-Mar) Contractor will achieve 94.27% d) At the end of Quarter 4 2013 (Apr.-Jun.) Contractor will achieve 94.6% e) All Quarters after July 2013, Contractor will maintain a minimum of a 94.6% | Monthly |
| Permanency: Children will experience stability and permanency. | Contractor will achieve 101.5 composite score for placement stability for children in care. | Federal Composite Measure: Two or Fewer Placement Settings for Children in Care for Less Than 12 Months, Two or Fewer Placement Setting for Children in Care for 12 to 24 Months, and Two or Fewer Placement Settings for Children in Care for More Than 24 Months. | a)At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 98.64 b)At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 99.59 c)At the end of Quarter 3 2013, (Jan.-Mar) Contractor will achieve 100.54 d)At the end of Quarter 4 2013 (Apr.-Jun.), Contractor will achieve 101.5 e)All Quarters after July 2013, Contractor will maintain a minimum of 101.5 | Monthly |
| Permanency cont'd | Contractor will achieve a 106.4 composite score for timeliness to adoption by 6-30-13 | Federal Composite Measure: Timeliness of Adoptions of Children Discharged from Foster Care; Progress Toward Adoption of Children in Foster Care for 17 Months or Longer; and Progress Toward Adoption of Children Who are Legally Free for Adoption. | a)At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 100.58 b)At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 102.51 c)t the end of Quarter 3 2013 (Jan.-Mar) Contractor will achieve 104.44 d)At the end of Quarter 4 2013 (Apr.-Jun.) Contractor will achieve 106.4 e).All Quarters after July 2013, Contractor will maintain a minimum of 106.4 | Monthly |

| | | | | |
|---|---|---|--|----------------|
| <p>Permanency cont'd</p> | <p>Contractor will achieve a 122.6 composite score for timeliness and permanency of reunification by June 30, 2013.</p> | <p>Federal Composite Measure: Timeliness of Reunification and Permanency of Reunification.</p> | <p>a) At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 116.21. b) At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 118.34. c) At the end of Quarter 3 2013 (Jan.-Mar) Contractor will achieve 120.47. d) At the end of Quarter 4 2013 (Apr.-Jun.) Contractor will achieve 122.6. e) All Quarters after July 2013, Contractor will maintain a minimum of 122.6.</p> | <p>Monthly</p> |
| <p>Safe Transition of Youth from Out of Home to In Home Care. NE SPECIFIC-Permanency Outcome Measure.</p> | <p>Contractor will safely transition 8% of youth from out of home placements to in home placements.</p> | <p>Point in Time Data As of May (average) 2012: The number of ESA children in out of home care was 1,976.</p> | <p>Contractor will achieve:</p> <p>a) At the end of Quarter 1 2012 (Jul.-Sept) no more than 1,913 children will be in out of home care. b) At the end of Quarter 2 2012 (Oct.-Dec.) no more than 1,874 children will be in out of home care. c) At the end of Quarter 3 2013, (Jan.-Mar) no more than 1,835 children will be in out of home care. d) At the end of Quarter 4 2013 (Apr.-Jun.), no more than 1,796 children will be in out of home care.</p> | <p>Monthly</p> |

Section III: Fiscal Monitoring

Fiscal monitoring of the Pilot Project is conducted by DHHS and involves both program staff and financial services' staff. Monthly meetings take place to review the report for the previous month's financial activities. DHHS also has frequent meetings with NFC leadership to review current and future financial considerations.

Contractually, DHHS requires the Pilot Project to provide a monthly report that includes the following financial data.

| Type of Report: | Purpose of Report: |
|----------------------------------|---|
| Income Statement | Summary of management's performance as reflected in the profitability (or lack of it) of an organization over a certain period. It itemizes the revenue and expenses of the past that led to the current profit or loss, and indicates what may be done to improve the results. The purpose of the income statement is to show whether the organization made or lost money during the reporting period. |
| Accounts Payable Summary | Summary of the relationship between unpaid supplier's bills and the firm's total debt in an accounting period. |
| Accounts Payable Aging | Process of determining which suppliers are being paid on time, which are not, and how far their bills are behind the payment date. This analysis indicates which supplier(s) must be paid first in order to avoid any credit or supply problem. |
| Accounts Payable Pending – Aging | Summary of accounts payable that are pending, typically in a range of dates from 0-45 days, 45-60 days, 60-90 days, 90-120 days and everything over 120 days. |
| Cash Flows | Financial statement that shows how changes in balance sheet accounts and income affect cash and cash equivalents and breaks the analysis down to operating, investing and financing activities. Essentially, the cash flow statement is concerned with the flow of cash in and cash out of the business. The statement captures both the current operating results and the accompanying changes in the balance sheet. |
| Balance Sheet | A condensed statement that shows the financial position of an entity on a specified date, usually the last day of an accounting period. It states what assets the entity owns, how it paid for them, what it owes (or liabilities), and the amount left after satisfying the liabilities. A balance sheet must give a true and fair view of an organization's state of affairs and must follow the provisions of GAAP in its preparation. |

Section IV: Corrective Action

DHHS is ultimately responsible for the quality and nature of the services children and families receive, the achievement of outcomes, appropriate use of taxpayer funds, and compliance with federal and state law. When performance concerns are identified by DHHS, there are a variety of methods to address the Pilot Projects performance in an effort to improve or correct the identified performance problem. Informal and formal communication through telephone calls, meetings, and formal documentation are all used in an effort to improve performance and provide the Pilot Project with relevant and timely feedback regarding performance. Depending on the performance issue identified, DHHS may utilize a formal approach to improve performance by issuing a letter outlining the nature of the performance problem which requires the Pilot Project to submit a response to DHHS detailing their plan to correct the problem and improve performance. The corrective action letter provides specific timeframes for plan development. DHHS reviews each plan submitted and either approves or requests additional information until the plan is approved. DHHS then monitors the Pilot Project's compliance with the plan until performance is improved.

Section V: Functional Capacities

DHHS has conducted a review organized by the strengths and needs of the Pilot Project's functional capacities as required by legislation. DHHS also requested the Pilot Project conduct a self-assessment of the 14 functional capacities (Attachment #2).

A. Direct Case Management

DHHS Analysis of Direct Case Management Capacity:

Sufficient capacity for case management exists as evidenced by the number of employed case managers and ability to maintain the required case load size of less than 16 cases per worker. Case management staff receives necessary training and DHHS reviews and approves training curriculum. Administrative infrastructure to support case management exists and includes: Clinical Services, Human Resources, Legal Services, Finance, Communications, Information Technology and Training. Collaboration members of the Pilot Project have years of child protection and safety experience and expertise. Collaboration members of the Pilot Project have a long history of providing quality services to children and families.

B. Utilization of Social Work Theory and Evidence-Based Practices to Include Processes for Ensuring Fidelity with Evidence-Based Practices

DHHS Analysis of Social Work Theory and Evidence Based Practices Capacity:

Collaborating members of the Pilot Project have a long history of applying social work theory to practice and utilizing the evidence based practices that are designed to improve outcomes for the target population being served. Collaborating members of the Pilot Project have expertise and experience with on-going fidelity monitoring of evidence-based practices. The three evidence based practices utilized by the Pilot Project are referenced in the self-assessment.

C. Supervision

DHHS Supervision Capacity Analysis:

The organizational chart demonstrates that supervision capacity is available and identifies the following leadership positions: President/CEO, COO, Legal Counsel, Human Resources Manager, Accounting Director, Grant Development Director, Research and Analysis Manager. The supervisor to case manager ratio is 1:7 and is consistent with best practice standards.

D. Quality Assurance

DHHS Quality Assurance Capacity Analysis:

The Pilot Project has sufficient capacity for Quality Assurance as evidenced by the Performance and Quality Improvement Department (PQI). DHHS has frequent communication with the Director of PQI and Network Administration, Contract Network Manager, Foster Care Manager as well as others involved with PQI functions with the Pilot Project.

E. Training

DHHS Training Capacity Analysis:

The Pilot Project has adequate capacity to complete the core functions of training. Staff training delivered by the Pilot Project is reviewed and approved by DHHS. DHHS has also directly observed training classes provided. The collaborating members of the Pilot Project have a variety of training resources and a wealth of experience and expertise in the area of training.

F. Subcontract Management

DHHS Subcontract Management Capacity Analysis:

The Pilot Project has the organizational capacity to sufficient capacity to manage subcontracts with a variety of vendors/providers. This is evidenced by the organizational chart and the experience of the collaborating members of the Pilot Project.

G. Network development and management

DHHS Network Development and Management Capacity Analysis:

The Pilot Project has the organizational capacity to develop and manage a network of providers for service provision. The collaborating members of the Pilot Project have long standing relationships with other providers in the community and are considered leaders amongst their peers. The current organizational infrastructure would allow for sufficient network development and management.

H. Financial Management

DHHS Analysis of Financial Management Capacity:

The Pilot Project has sufficient capacity to manage the Pilot Project's finances. This is evidenced by the Finance Department which consists of a Director of Accounting, Staff Accountant and Billing Specialists. Members of the collaboration also bring a wealth of resources and expertise in the area of financial management.

I. Financial Controls

DHHS Analysis of Capacity for Financial Controls:

The Pilot Project statements are audited annually by the independent auditors of KPMG LLP. Audit results are reviewed by the parent company Board of Trustees and by the Pilot Project's Board of Directors. Financial statements are also certified by the CFO and CEO of the parent organization. DHHS has approved the policies for payment process and internal auditing. The Pilot Project has sufficient capacity in the area of financial controls.

J. Utilization Management

DHHS Analysis of Utilization Management Capacity:

The Pilot Project has dedicated personnel sufficient to perform utilization management. DHHS staff work with individuals from the Pilot Project's Utilization Management Team on a regular basis to ensure the youth/families have access to the right services. The collaborating members also bring a variety of resources and experience and expertise to the Pilot Project in the area of utilization management.

K. Community outreach

DHHS Analysis of Community Outreach Capacity:

In the Pilot Program's self-assessment, over 20 partnerships with local community agencies were identified. In addition to local outreach, the Pilot Project or its member Agencies are also connected to statewide commissions and initiatives e.g. NE Children's Commission, Through the Eyes of the Child, IV-E Subcommittee. Member agencies of the Pilot Project have rich traditions with engaging in sustainable community outreach and networking.

L. Coordination and Planning

DHHS Analysis of Coordination and Planning Capacity:

The self-assessment completed identifies a variety of coordination and planning activities engaged by the Pilot Project. The collaborating members also have years of experience in this area and share

resources with the Pilot Project in the area of coordination and planning. The Pilot Project has infrastructure sufficient to support coordination and planning activities.

M. Community and Stakeholder Engagement

DHHS Analysis of Community and Stakeholder Engagement:

The self-assessment conducted by the Pilot Project identifies a variety of initiatives indicative of active community and stakeholder engagement. The collaborating member agencies also have a rich history with engaging diverse community members and stakeholders. Capacity is available.

N. Responsiveness to requests from policy makers and the Legislature

DHHS Analysis of Responsiveness to Requests from Policy Makers and Legislature:

The organizational structure and number of employees is sufficient to gather data, analyze data and develop requested reports. On many occasions DHHS has requested data reports and such reports have been delivered timely and organized in the manner requested.

**AMENDED AND RESTATED SERVICE DELIVERY, COORDINATION AND
CASE MANAGEMENT CONTRACT**

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES AND**

**NEBRASKA FAMILIES COLLABORATIVE
FOR EASTERN SERVICE AREA**

AMENDMENT TWO TO RESTATED CONTRACT, JUNE 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **NEBRASKA FAMILIES COLLABORATIVE** (hereinafter "Contractor").

PURPOSE To provide an individualized system of care for families and their children and youth who are wards of the State of Nebraska involved in the Child Welfare or Juvenile Services System or who are non-court involved children and families involved in the Child Welfare System. Service, service coordination, and case management functions will be provided for families served in the Eastern Service Area. Nebraska Families Collaborative currently serves all of the children and families described above in the Eastern Service Area. NFC will continue case management, service coordination, and service delivery for all such children and families in the Eastern Service Area.

The Amended and Restated Contract between the parties dated August 16, 2011 and Amendment One thereto are hereby amended as follows:

Article II, **CONSIDERATION A**, is deleted in its entirety and replaced with the following language:

DHHS agrees to pay the Contractor the total amount not to exceed \$162,856,438.00 from November 1, 2009 through June 30, 2014, for services and activities specified herein. The parties acknowledge that the compensation in the current agreement for the period beginning July 1, 2013 and ending June 30, 2014 does not reflect the increased scope of services for that period.

Article II, **CONSIDERATION B**, 6 (c) is deleted in its entirety and replaced with the following language:

c. Compensation from July 1, 2012 through June 30, 2014:

1. DHHS will pay to contractor a fixed payment of \$1,194,167.53 each month for services provided July 1, 2012 through June 30, 2013, one half payable after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month.

2. In addition to the fixed monthly payment in the foregoing paragraph, DHHS agrees to pay the contractor a variable monthly payment on or about the 15th day of the month following the month services are provided for the period beginning July 1, 2012 and ending June 30, 2013. The variable payment will be based on the number of cases reported each week on the Point in Time Management Report for each category of case. The number of cases will be averaged during the month in which services were provided. The monthly average number of cases will then be multiplied by the number of days in the month times a per diem rate established for each category of case. The average number of cases will be determined by DHHS using a Point in Time Management Report generated using N-Focus data.

There are two case membership categories. The In Home Case Category includes families in which the children (wards and children in non-court cases) are placed in the family home. The services and supports are provided to the entire family which includes parents (custodial and non-custodial), siblings, and significant adults who provide some care-giving role to the child. Each family will count as one (1) case and the contractor will be compensated at the in home rate.

The Out of Home Case Category includes children who are placed outside of the family home (wards, voluntary placement agreements, and children in non-court cases). Services and supports are provided to the entire family which includes parents (custodial and non-custodial), siblings, and foster parents. Each child will count as one (1) case and the contractor will be compensated at the out of home rate.

- a. For the In Home Case Membership Category, the daily variable rate is \$17.02.
- b. For the Out of Home Case Membership Category, the daily variable rate is \$58.98.

3. DHHS will pay \$2,294,091.32 each month for services provided July 1, 2013 through June 30, 2014, one half payable after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month.

The compensation in Article II, Consideration B. 6 c is subject to review and approval by the Administration for Children and Families.

4. The consideration in this paragraph will be reviewed by the parties prior to the end of September, 2012.

Article II CONSIDERATION B 12, 14, and 15 are deleted in their entirety.

Article II CONSIDERATION F. is amended to read:

The method of payment structure and review for each subsequent State's fiscal year beginning July 1, 2011 until June 30, 2014, will be determined prior to the beginning of each state fiscal year remaining of the contract. Contractor has only been case managing 100% of the children and families in the Eastern Service Area since March 1, 2012. For this reason, the case rate and payment structure will be reviewed prior to October 1, 2012 and may be renegotiated based on additional months of data.

Article II CONSIDERATION M. is deleted in its entirety and replaced with the following language:

M. The contract is performance based with identified outcomes. Penalties will be assessed by DHHS to the Contractor in the event of any of the following:

1. Contractor fails to comply with a court order and the court imposes a financial penalty or sanction on DHHS
2. Contractor fails to comply with any Federal standards or requirements and a financial penalty or sanction is imposed by the Federal Government upon the State of Nebraska as a result of such failure to comply.

The amount of the penalty assessed against Contractor will be equal to the penalty assessed against the State of Nebraska and attributable to Contractor's noncompliance. If the penalty is specific to the Eastern Service Area, contractor will be assessed 100% of the penalty. If the penalty is a statewide penalty, DHHS will prorate the applicable amount to Contractor commensurate with Contractor's noncompliance. Penalty payments will be withheld from sums due Contractor under this contract.

Article II CONSIDERATION O is deleted in its entirety and replaced with the following language:

O If payment for a mental health or substance abuse treatment service is denied by the Administrative Services Organization (ASO), but the service is court ordered, the Contractor will be responsible for payment of the service.

Article II CONSIDERATION P is deleted in its entirety and replaced with the following language:

- P. The Contractor is not responsible for payment of the following:
1. Services paid by Medicaid, private insurance or alternative funding source
 2. Physical health care costs of children who are not Medicaid Eligible;
 3. Services funded by State Ward Education;
 4. Cost of a juvenile's placement in the Youth Rehabilitation and Treatment Center at Kearney and Geneva or the Hastings Regional Center;
 5. Cost of a juvenile's placement in a Nebraska Detention facility;
 6. Adoption and Guardianship Subsidies;
 7. Maintenance payments for a ward's child;
 8. State ward independent living maintenance payments;

All other costs associated with the performance of this contract are the responsibility of the Contractor. This includes, but is not limited to: court ordered services for which Contractor is unable to secure alternate funding sources and assistance with funeral costs, if requested by family or legal guardian, for any child who dies while in the legal custody of DHHS or while being actively served under this contract without court involvement.

Article II CONSIDERATION T is added to read:

T. Monthly financial statements will be provided by Contractor to the DHHS within 30 days of the end of the month. The financial statements will include a balance sheet, income statement, and statement of cash flows in a format that is acceptable to DHHS. The financial statements will be prepared using the accrual basis of accounting and using generally accepted accounting principles (GAAP).

Thirty days following the end of each month beginning July, 2012, an aging of accounts payable must be provided by Contractor to DHHS. The accounts payable aging will be consistent with the monthly financial statements provided to DHHS and list by vendor the amount owed to each vendor and: what portion of the amount owed has been due less than 30 days; what portion has been due between 30 days and 59 days, what portion has been due between 60 days and 89 days; what portion has been due between 90 days and 119 days; and what portion has been due 120 days or longer. In addition, a reconciliation of accrued expenses to the balance sheet will also be provided each month to the DHHS. Nothing in this section is intended to limit access to Contractor's records and information as provided elsewhere in this contract and the terms of this section shall survive termination of this contract.

Article III. SCOPE OF SERVICES A. 3 is deleted in its entirety and replaced with the following language:

3. Comply with the Operations Manual dated June, 2012, (hereinafter the Manual) as amended hereafter by mutual consent of the parties. The Manual will describe in detail the parties' required operational duties during the entire contract period.

Article III SCOPE OF SERVICES A. 6 is deleted in its entirety and replaced with the following language:

6. Allow and provide DHHS access to any and all information and data collected related to the performance of this contract.

Article III SCOPE OF SERVICES A. 12 is deleted in its entirety and replaced with the following language:

12. Licensing and Approval Requirements:

a. All foster homes must be licensed or approved as defined in policy, rules or regulations. DHHS will issue the license and is responsible for all licensing actions.

b. Contractor shall ensure that persons providing foster care are in compliance with applicable State Statutes, including, but not limited to, Neb. Rev. Stat. § 71-1902.

Article III SCOPE OF SERVICES A. 15 b is deleted in its entirety and replaced with the following language:

b. Contractor may not allow a sub-contractor to further sub-contract for services, other than foster family care, under this contract.

Article III SCOPE OF SERVICES A. 20 is deleted in its entirety and replaced with the following language:

20. Child Placement Practices:

a. The Contractor agrees that a child or youth in need of out-of-home care will be placed in an appropriate approved or licensed home or licensed facility upon prior approval from DHHS.

b. The Contractor agrees that DHHS approval is required for placement of any child or youth covered under this contract with an employee of DHHS Division of Children and Family Services, Contractor or a sub-contractor.

c. All placements must have prior approval by DHHS.

d. All placements must be documented in NFOCUS within 72 hours of a child or youth's placement.

e. The Contractor shall obtain and maintain an active and ongoing Child Placing Agency license with DHHS.

Article III SCOPE OF SERVICES A. 23 is deleted in its entirety and replaced with the following language:

23. Court Attendance and Court Requirements:

a. The Contractor will comply with all court orders.

- b. The Contractor agrees that the Case Manager or staff with direct knowledge of the family will be available to attend court hearings and be prepared to effectively testify if requested
- c. Any expert witness testimony required will be at the Contractor's expense.
- d. The Contractor will ensure that all children and youth attend court, unless otherwise directed by DHHS or the Court
- e. If the Contractor and DHHS are in disagreement about a recommendation to be made to the court the Professional Judgment Resolution Process shall be followed as set forth in the Manual. If resolution cannot be reached DHHS will determine the recommendation to be presented to the court and will make the court aware of the Contractor's position regarding that recommendation.
- f. The Contractor will work with the court and DHHS regarding court orders that do not meet federal and statutory requirements.

Article III. SCOPE OF SERVICES A. 24 is deleted in its entirety and replaced with the following language:

24. Aftercare

- a. Contractor shall offer and provide twelve (12) continuous months of aftercare for any family for which a Case Plan was required. Exclusions to providing after care are defined in the Manual.
- b. The intent of providing aftercare is to prevent families, children and youth from reentering the Child Welfare/Juvenile Justice system.
- c. Contractor shall develop a comprehensive aftercare system which includes definitions, types of support services available, frequency and method of contact for aftercare, and intended outcomes. Contractor will submit this information to DHHS for approval within 30 days of the execution of this contract.

Article III. SCOPE OF SERVICES A. 25 is deleted in its entirety and replaced with the following language:

25. Independent Living

- a. Independent living services will be provided by the Contractor as defined in the Manual.

Article III. SCOPE OF SERVICES A. 26 is deleted in its entirety and replaced with the following language:

26. Performance Standards.

- a. The Contractor is responsible for meeting the outcomes set forth hereinafter. Quarterly indicators have been developed as benchmarks to guide performance. The Contractor is expected to develop strategies which contain the action steps necessary to achieve outcome measures. When quarterly indicators are not met, the Contractor will develop and submit a Performance Improvement Plan that contains specific and measurable strategies that will immediately rectify Contractor's performance. The Performance Improvement Plan must be

submitted to DHHS within fourteen business days from time outcome data is provided to the Contractor and must be approved by DHHS. The data source will be DHHS COMPASS Measures, the DHHS Point in Time Management Report, and the DHHS Continuous Quality Improvement (CQI) Report. The following are outcomes and indicators to guide and measure performance.

1. OUTCOME. Safety

Children are protected from abuse and neglect and safely maintained in their homes

INDICATOR 1a:

Contractor will achieve 94.6% absence of maltreatment recurrence by June 30, 2013.

Definition of Federal Measure:

The percentage of children who had previously been victims of substantiated or indicated abuse or neglect who did not experience a recurrence of maltreatment within 6 months

As of May 2012, Contractor performance was at 93.3%. Contractor will achieve the goal set forth in Indicator 1a according to the following schedule:

- a) At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 93.6%
- b) At the end of Quarter 2 2012, (Oct.-Dec) Contractor will achieve 93.9%
- c) At the end of Quarter 3 2013, (Jan.-Mar) Contractor will achieve 94.27%
- d) At the end of Quarter 4 2013 (Apr.-Jun) Contractor will achieve 94.6%
- e) All Quarters after July 2013, Contractor will maintain a minimum of a 94.6%

INDICATOR 1b:

Contractor will safely reduce the number of children in out of home care to 1,796 or less by June 30, 2013 including State Wards and Non-Court children in out of home care.

As of May 2012, the number of children in out of home care (May average) was 1,967 children. Contractor will achieve the goal set forth in Indicator 1b according to the following schedule

- a) At the end of Quarter 1 2012 (Jul.-Sept) no more than 1,913 children will be in out of home care.
- b) At the end of Quarter 2 2012 (Oct.-Dec.) no more than 1,874 children will be in out of home care.
- c) At the end of Quarter 3 2013, (Jan.-Mar) no more than 1,835 children will be in out of home care.
- d) At the end of Quarter 4 2013 (Apr.-Jun.), no more than 1,796 children will be in out of home care.

2 OUTCOME: Permanency

Children will experience stability and permanency

INDICATOR 2a:

Contractor will achieve 101.5 composite score for placement stability for children in care.

Definition of Federal Measure: Two or Fewer Placement Settings for Children in Care for Less Than 12 Months, Two or Fewer Placement Setting for Children in Care for 12 to 24 Months, and Two or Fewer Placement Settings for Children in Care for More Than 24 Months.

As of May 2012, Contractor's performance was at 97.69. Contractor will achieve the goal set forth in Indicator 2a according to the following schedule

- a) At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 98.64
- b) At the end of Quarter 2 2012 (Oct.-Dec) Contractor will achieve 99.59
- c) At the end of Quarter 3 2013, (Jan.-Mar) Contractor will achieve 100.54
- d) At the end of Quarter 4 2013 (Apr.-Jun), Contractor will achieve 101.5
- e) All Quarters after July 2013, Contractor will maintain a minimum of 101.5

INDICATOR 2b:

Contractor will achieve a 106.4 composite score for timeliness to adoption by June 30, 2013.

Definition of Federal Measure: Composite score of: Timeliness of Adoptions of Children Discharged from Foster Care; Progress Toward Adoption of Children in Foster Care for 17 Months or Longer; and Progress Toward Adoption of Children Who are Legally Free for Adoption

As of May 2012, Contractor's performance was at 98.65. Contractor will achieve the goal set forth in Indicator 2b according to the following schedule:

- a) At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 100.58
- b) At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 102.51
- c) At the end of Quarter 3 2013 (Jan.-Mar) Contractor will achieve 104.44
- d) At the end of Quarter 4 2013 (Apr.-Jun) Contractor will achieve 106.4
- e) All Quarters after July 2013, Contractor will maintain a minimum of 106.4

INDICATOR 2c:

Contractor will achieve a 122.6 composite score for timeliness and permanency of reunification by June 30, 2013

Definition of Federal Measure: Composite score of Timeliness of Reunification and Permanency of Reunification.

As of May 2012, Contractor's performance was at 114.08. Contractor will achieve the goal set forth in Indicator 2c according to the following schedule:

- a) At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 116.21
- b) At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 118.34
- c) At the end of Quarter 3 2013 (Jan.-Mar) Contractor will achieve 120.47
- d) At the end of Quarter 4 2013 (Apr.-Jun.) Contractor will achieve 122.6
- e) All Quarters after July 2013, Contractor will maintain a minimum of 122.6

INDICATOR 2d

Contractor will submit court reports/case plan to the courts in accordance with judicial timeframes 98% of the time.

As of May 2012, Contractor's performance is at 81.6%. Contractor will achieve the goal set forth in Indicator 2d according to the following schedule:

- a. At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 85.7%
- b. At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 89.8%
- c. At the end of Quarter 3 2013, (Jan.-Mar) Contractor will achieve 93.9%
- d. At the end of Quarter 4 2013 (Apr.-Jun.) Contractor will achieve 98%

3. OUTCOME: Well Being

INDICATOR 3d:

Contractor will visit children in out of home care one time each month 95% of the time.

Definition of Federal Measure: Case managers will have monthly face to face visits with children in foster care-95% of the time

As of April 2012 Contractor performance is at 89%. Contractor will achieve the goal set forth in Indicator 3d according to the following schedule.

- a) At the end of Quarter 1 2012 (Jul.-Sept) Contractor will achieve 90.5%
- b) At the end of Quarter 2 2012 (Oct.-Dec.) Contractor will achieve 92%
- c) At the end of Quarter 3 2013, (Jan.-Mar) Contractor will achieve 93.5%
- d) At the end of Quarter 4 2013 (Apr.-Jun.) Contractor will achieve 95%

Article III SCOPE OF SERVICES B 1 d is deleted in its entirety:

Article III SCOPE OF SERVICES B 2 c is deleted in its entirety and replaced with the following language:

- c. The Contractor will complete the initial background checks before the individual has direct contact with any youth.

1. If a background check results in any non-traffic record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
2. All required background checks must be current within two (2) years for each employee.
3. All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
4. If a background check results in a non-traffic record being identified, the Contractor shall develop a process to review and determine if they want to request DHHS approval to hire an employee. Requests for an exception shall be made in writing to DHHS and will include the name and background information, along with supporting documentation from the Contractor as to why Contractor believes that such person does not pose a threat to children or families. DHHS shall have 10 business days to respond to such a request. Failure to respond shall not constitute approval by DHHS. All documentation related to the process is maintained in the contractor's staff personnel records.

Article III. SCOPE OF SERVICES B. 4 is deleted in its entirety and replaced with the following language:

4. Laws Violations by Employees.
 - a. The Contractor is required to report within 24 hours to the Contract Liaison any non-traffic arrest or convictions of an employee who may have contact with children, youth, and families in the performance of this contract.

Article III. SCOPE OF SERVICES B. 5 is deleted in its entirety and replaced with the following language:

5. Required Reports: The Contractor agrees to prepare and submit reports as defined in the Manual or as requested by DHHS.

Article III. SCOPE OF SERVICES B. 7 is deleted in its entirety and replaced with the following language:

7. Quality Assurance: The Contractor shall perform Quality Assurance pursuant to this contract. The Contractor will develop, implement and monitor improvement plans based on outcomes of quality assurance and contract monitoring results conducted by DHHS and Contractor's internal Quality Assurance system.

Article III. SCOPE OF SERVICES B. 8 s is deleted in its entirety and replaced with the following language:

- s. Citrix: DHHS will provide an appropriate number of Citrix licenses for remote access to the DHHS computer system. DHHS will determine the level of access granted and the applicability of each request.

Article III SCOPE OF SERVICES B. 12 is deleted in its entirety and replaced with the following language:

12. Professional Development/Training

- a. Effective July 1, 2012, the Contractor shall provide the core Service Coordinator/Case Manager training as approved by DHHS, at no additional cost to DHHS.
- b. The Contractor shall provide opportunities for staff to receive 24 hours of annual professional development training.

Article III SCOPE OF SERVICES B. 13 is deleted in its entirety and replaced with the following language:

13. Performance Outcomes and Accountability:

- a. The Contractor will be accountable for the Outcome Measures defined in the Manual and elsewhere in this contract.

Article III SCOPE OF SERVICES B. 15 is deleted in its entirety and replaced with the following language:

15. Foster Care Review Office (FCRO):

- a. The Contractor agrees they are subject to and will comply with state law regarding the FCRO.

Article III SCOPE OF SERVICES B. 18 is added to read as follows:

18. Monthly Child Advocacy Center Report.

Pursuant to L.B. 961 & L.B. 1160 (2012), Contractor shall submit a monthly report to DHHS and local Child Advocacy Centers for voluntary/non-court families. The monthly report must contain:

- a) Child's name;
- b) Child's age;
- c) The plan implemented by Contractor or DHHS and;
- d) The status of compliance with the case plan by the family.

Article III SCOPE OF SERVICES B. 19 is added to read as follows:

19. Annual Survey:

Pursuant to L.B. 961 & L.B. 1160 (2012), Contractor shall annually survey children, parents, foster parents, judges, guardian ad litem, attorneys representing parents, and service providers involved with the child welfare system to monitor satisfaction with (a) adequacy of communication by the case manager, (b) response by DHHS or Contractor to requests and problems, (c) transportation issues, (d) medical and psychological services for children and parents, (e) visitation schedules, (f) payments, (g) support services to foster parents, (h)

adequacy of information about foster children provided to foster parents, and (j) the case manager's fulfillment of his or her responsibilities.

A summary of this annual survey is to be provided to DHHS no later than September 1, 2012 and each September 1st thereafter.

Article III. SCOPE OF SERVICES B.20 is added to read as follows:

20. Board of Directors

In accordance with LB 821 (2012), by September 1, 2012 Contractor shall furnish DHHS with a plan regarding how Contractor will establish a Board of Directors of which at least fifty-one percent of the membership is comprised of Nebraska residents who are not employed by the Contractor or by a sub-contractor of the Contractor. The plan must identify how Contractor will be in full compliance with the above by April 1, 2013.

Article III. SCOPE OF SERVICES B.21 is added to read as follows:

21. Direct Services:

Contractor shall not directly provide more than thirty-five percent of direct services required under this contract.

Article III. SCOPE OF SERVICES B.22 is added to read as follows:

22. Nebraska Children's Commission:

Contractor shall cooperate with the activities of the Nebraska Children's Commission and comply with any and all requests for information by the Nebraska Children's Commission.

Article III. SCOPE OF SERVICES B.23 is added to read as follows:

23. Additional Reporting Requirements

Contractor will timely provide any information requested by DHHS necessary to complete reports required by any applicable Federal or State law or regulation.

Article III. SCOPE OF SERVICES B.24 is added to read as follows:

24. Readiness Assessment:

Contractor will timely provide any information requested by DHHS necessary to complete any readiness assessment developed by DHHS.

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

FOR CONTRACTOR:


Signature

David P. Newell
President and CEO
Nebraska Families Collaborative

DATE: 6/29/2012

DATE: 6-29-2012

**AMENDED AND RESTATED SERVICE DELIVERY, COORDINATION AND
CASE MANAGEMENT CONTRACT**

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES AND**

**NEBRASKA FAMILIES COLLABORATIVE
FOR EASTERN SERVICE AREA**

AMENDMENT ONE TO RESTATED CONTRACT, FEBRUARY 2012

This contract is entered into by and between the Nebraska Department of Health and Human Services **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **NEBRASKA FAMILIES COLLABORATIVE** (hereinafter "Contractor").

PURPOSE To provide an individualized system of care for families and their children and youth who are wards of the State of Nebraska involved in the Child Welfare or Juvenile Services System or who are non-court involved children and families involved in the Child Welfare System. Service, service coordination, and case management functions will be provided for families served in the Eastern Service Area. Nebraska Families Collaborative currently serves approximately two-thirds of the children and families described above in the Eastern Service Area. NFC will assume case management, service coordination, and service delivery for all such children and families in the Eastern Service Area effective March 1, 2012.

The Amended and Restated Contract between the parties dated August 16, 2011 is hereby amended as follows:

Article II, **CONSIDERATION** A. is deleted in its entirety and replaced with the following language:

DHHS agrees to pay the Contractor the total amount not to exceed \$136,733,797.00 from November 1, 2009 through June 30, 2014, for services and activities specified herein. The parties acknowledge that the compensation in the current agreement for the period beginning July 1, 2012 and ending June 30, 2014 does not reflect the increased scope of services and the parties are presently negotiating appropriate compensation for that period.

Article II, CONSIDERATION B. 6 (b) is deleted in its entirety and replaced with the following language:

b. DHHS will pay \$2,561,296.00 each month for services provided July 1, 2011 through February 29, 2012 and \$5,413,465.25 each month for services provided March 1, 2012 through June 30, 2012, one half payable after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month.

Article III, SCOPE OF SERVICES A. 18 (f) is added to read:

- f) The Contractor will provide additional services for children and families currently served by KVC Behavioral Healthcare Nebraska Inc. (KVC) in the Eastern Service Area transitioning to NFC as follows:
 1. Contractor will cause to be completed, as soon as practicable, any unfinished or outstanding information or services such as substance abuse evaluations, therapy reports, visitation worker documentation, testing results, psychological and psychiatric evaluations, drug testing results, medical reports, foster and adoptive home studies, approval studies, case plans/court reports, and any other case management documentation or services. Nothing in this paragraph is intended to make Contractor responsible for bills or invoices for work completed or services performed by vendors and subcontractors of KVC prior to March 1, 2012.
 2. If Contractor discovers that child welfare data has not been entered into the NFOCUS system for services prior to March 1, 2012, Contractor will notify DHHS and the parties will determine the best approach to entering the data.
 3. If Contractor discovers that the files of children and families transitioned from KVC are missing current placement information, documentation of visits, letters of agreement, home study documentation, or other required documentation, Contractor will notify DHHS and the parties will determine the best approach to obtaining the documentation for the files.
 4. Contractor will insure that a case staffing has been completed for each case and will meet with KVC staff as needed.
 5. Contractor agrees to cooperate to the extent necessary to accomplish the intent of these transitional services for children and families currently served by KVC that are referred to NFC for case management, service coordination, and service delivery.

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

FOR CONTRACTOR:



Signature

David P. Newell
President and CEO
Nebraska Families Collaborative

DATE: 2/29/2012

DATE: 28 February 2012

AG#
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**AMENDED AND RESTATED SERVICE DELIVERY, COORDINATION AND CASE
MANAGEMENT CONTRACT**

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND**

NEBRASKA FAMILIES COLLABORATIVE

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **NEBRASKA FAMILIES COLLABORATIVE** (hereinafter "Contractor").

PURPOSE. To restate and amend the contract of the parties dated October 30, 2009 and its seven amendments relating to compensation and increasing the percentage of families and children served by the Contractor. To provide an individualized system of care for families and their children and youth who are wards of the State of Nebraska involved in the Child Welfare or Juvenile Services System or who are non-court involved children and families involved in the Child Welfare System. Service, service coordination, and case management functions will be provided for families served in the Eastern Service Area. Nebraska Families Collaborative currently serves approximately 13.0% of the children described above and it is the understanding of the parties that the percentage of children served by Nebraska Families Collaborative will increase to 26.0% more or less by December 31, 2011. These are percentages of children served throughout the entire state but the families and children to be served by contractor will be within the Eastern Service area.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from November 1, 2009 until June 30, 2014.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Ninety (90) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. DHHS agrees to pay the Contractor the total amount not to exceed **\$125,325,119.64 (One hundred twenty-five million three hundred twenty-five thousand one hundred nineteen dollars and sixty-four cents)** from November 1, 2009 through June 30, 2014 for services and activities specified herein.
- B. DHHS will pay the Contractor as follows:
1. **\$862,524.13 (Eight hundred sixty two thousand five hundred twenty four dollars and thirteen cents)** on November 1, 2009 or on the date the contract is signed, whichever is later.
 2. On or about the first of the month from December 1, 2009 through June 30, 2010, a total amount **\$862,524.13 (Eight hundred sixty two thousand five hundred twenty four dollars and thirteen cents)** minus any payments made in the prior month for direct services paid through N-FOCUS.
 3. **\$1,147,045.66 (One million one hundred forty seven thousand forty five dollars and sixty six cents)** on July 1, 2010 or on the date Amendment Three, July 2010 was executed.
 4. **\$1,147,045.66 (One million one hundred forty seven thousand forty five dollars and sixty six cents)** on or about August 1, 2010.
 5. **\$1,147,045.66 (One million one hundred forty seven thousand forty five dollars and sixty six cents)** on or about September 1, 2010.
 6. a. DHHS will pay **\$860,284.25** each month for services provided July 1, 2010 through June 30, 2011, one half payable after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month.

b. DHHS will pay **\$2,561,296.00** each month for services provided July 1, 2011 through June 30, 2012, one half payable after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month.

c. DHHS will pay **\$2,294,091.32** each month for services provided July 1, 2012 through June 30, 2014, one half payable after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month.

d. Beginning January 1, 2011, payments will no longer be made through N-FOCUS, and payments made under Article II. CONSIDERATION Section B. 3, 4, 5 and 6 through N-FOCUS will be reconciled to the maximum payment to which contractor would have been entitled from July 1, 2010 through December 31, 2010, which is **\$8,602,842.48**. To the extent Contractor has been underpaid from July 1 through December 31,

2010, DHHS will initiate processing of payment of the remaining amount due on January 3, 2011. To the extent Contractor has been overpaid from July 1 through December 31, 2010, the next monthly payment under Article II. CONSIDERATION Section B. 6 will be adjusted by the amount of the overpayment. Monthly payments under Article II, CONSIDERATION Section B. 6 are contingent upon full and complete performance of the contract obligations but are not contingent upon the dollar amount of statements for services submitted through N-FOCUS, beginning January 1, 2011. DHHS reserves the right to withhold future payments upon the failure of Contractor to submit statements for all services provided as required under Article III. SCOPE OF SERVICES C, below.

7. In no event will the aggregate payments made pursuant to this contract exceed the amount set forth in Article II. CONSIDERATION Section A.
8. In the event the contract is terminated prior to the end of a calendar month, contractor shall be entitled to payments due under Article II, CONSIDERATION Section B. 6 on a pro rata basis, provided the contractor is not in default. Further, if the contract is terminated prior to June 30, 2012, contractor will return to DHHS a portion of the compensation paid under Article II. CONSIDERATION Section B. 11, calculated as follows:

An amount equal to the aggregate compensation under Article II, CONSIDERATION Section B. 11 due Contractor through the date of termination minus an amount calculated by multiplying the aggregate compensation under Article II, CONSIDERATION Section B. 11 due Contractor through the date of termination by a fraction where the numerator is the number of full months the contract is performed from January 1, 2011 through June 30, 2012 and the denominator is 18.

9. Monthly payment amount may be impacted by changes in State or Federal appropriations.
10. Notwithstanding Article II. CONSIDERATION Section B, 1 through 9 above, Three million dollars will be paid as follows: One million dollars will be paid during each of the months of October, November, and December 2010 by the 15th day of each month.
11. In addition to the consideration set forth in Article II, CONSIDERATION Section B. 1 through B. 10, DHHS will pay the Contractor \$777,777.77 each month, commencing January 2011, through and including September 2011, upon full and complete performance of this contract, subject to repayment upon early termination as set forth in Article II. CONSIDERATION Section B. 8. Consideration under this section is payable one half after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as

practicable after the fifteenth and last days of the month. No pro rata payments will be made under this section.

12. For the fiscal year ending June 30, 2013, Contractor shall be reimbursed for its actual expenses incurred in the performance of its obligations under this contract in excess of \$2,419,091.33 per month for the period beginning July 1, 2012 and ending June 30, 2013. Reimbursable expenses above \$2,419,091.33 per month shall not include administrative salaries, non-administrative wages, employee benefits, employee withholding, taxes, or operating costs. Reimbursement under this paragraph will not exceed \$613,196.50 per month and total reimbursement under this paragraph will not exceed \$7,358,358.00 for the fiscal year ending June 30, 2013.
13. For the fiscal year ending June 30, 2014, Contractor shall be reimbursed for its actual expenses incurred in the performance of its obligations under this contract in excess of \$2,335,758.00 per month for the period beginning July 1, 2013 and ending June 30, 2014. Reimbursable expenses above \$2,335,758.00 per month shall not include administrative salaries, non-administrative wages, employee benefits, employee withholding, taxes, or operating costs. Reimbursement under this paragraph will not exceed \$125,689.75 per month and total reimbursement under this paragraph will not exceed \$1,508,277.00 for the fiscal year ending June 30, 2014.
14. The additional compensation under Article II, CONSIDERATION Section B. 12 and 13 above shall be payable upon receipt by DHHS of documentation of actual expenses from Contractor in a form acceptable to DHHS. The aggregate amount of additional compensation under Article II, CONSIDERATION Section B. 12 and 13 will not exceed \$7,358,358.00 for the fiscal year ending June 30, 2013 and \$1,508,277.00 for the fiscal year ending June 30, 2014. Any portion of the additional consideration in Article II, CONSIDERATION Section B. 12 and 13 not paid to Contractor for qualified excess expenses will be available for use by DHHS including, but not limited to, the enhancement of prevention measures, aftercare, and in-home supports for children and families.
15. At the end of fiscal year 2013 and prior to remitting final payment to Contractor for services rendered, Contractor will provide DHHS with documentation of actual expenses for the fiscal year. If payments made by DHHS under Article II, CONSIDERATION Section B. 12 for the fiscal year ending June 30, 2013, are more than the qualified expenses incurred in the performance of its obligations under this contract in excess of \$29,029,096.00, Contractor shall refund the difference to DHHS. If payments made by DHHS are less than the qualified expenses incurred in the performance of its obligations under this contract in excess of \$29,029,096.00, DHHS will pay contractor the difference provided the aggregate amount of all payments made for qualified excess expenses does not exceed \$7,358,358.00 for the fiscal year ending June 30, 2013.

16. At the end of fiscal year 2014 and prior to remitting final payment to Contractor for services rendered, Contractor will provide DHHS with documentation of actual expenses for the fiscal year. If payments made by DHHS under Article II, CONSIDERATION Section B. 13 for the fiscal year ending June 30, 2014, are more than the qualified expenses incurred in the performance of its obligations under this contract in excess of \$28,029,096.00, Contractor shall refund the difference to DHHS. If payments made by DHHS are less than the qualified expenses incurred in the performance of its obligations under this contract in excess of \$28,029,096.00, DHHS will pay contractor the difference provided the aggregate amount of all payments made for qualified excess expenses does not exceed \$1,508,277.00 for the fiscal year ending June 30, 2014.

C. (Moved to Article III, SCOPE OF SERVICES Section C.)

D. DHHS and Contractor agree that the total State contract amount for the period November 1, 2009 through June 30, 2010 represents an agreed upon budget amount for the State fiscal year (July 1, 2009 through June 30, 2010) minus an agreed upon estimated amount of funds necessary for DHHS to pay service claims received between July 1, 2009 and June 30, 2010, for direct services provided outside of this contract. In the event that the amount of claims paid by June 30, 2010 for direct services provided outside of this contract is less than the amount set aside to pay claims as defined above, DHHS will pay the Contractor **12.98%** of the remaining funds. In the event that the amount of claims paid by June 30, 2010 for direct services provided outside of this contract is more than the amount set aside to pay claims as defined above, Contractor will pay to DHHS **12.98%** of the shortfall not to exceed **\$1,538,225.00 (One million, five hundred thirty eight thousand, two hundred twenty five dollars and no cents)**. Upon request of the Contractor said amount may be withheld from future payments to the Contractor.

E. (Deleted)

F. The method of payment structure and review for each subsequent State's fiscal year beginning July 1, 2011 until June 30, 2014, will be determined prior to the beginning of each state fiscal year remaining of the contract.

G. The Contractor agrees that DHHS will maintain responsibility to assure that funds expended within this contract are identified for use as matching funds to secure Federal funding. The Contractor and DHHS agree that amendments to the Contract may be made to assure availability of funds required as matching funds to access Federal funds.

H. The Contractor must track and report quarterly and annually its federal and state expenditures, including administrative costs, in a format provided by DHHS.

- I. The Contractor is required to conform to the federal agency codifications of the grants management common rule accessible on the Internet at http://www.whitehouse.gov/omb/grants_default/ for expenditure of federal funds.
- J. All payment from DHHS to the Contractor will be made electronically.
- K. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No charges for reports may be submitted under the terms of this Contract without prior approval and agreement of DHHS.
- L. Payment Errors - Should either party hereto discover payment errors those errors will be communicated immediately to the other party by written notice. Both parties hereto shall work in good faith to correct all errors by the next billing cycle after receipt of notice.
- M. The contract is performance based with incentives and penalties based on identified outcomes. Penalty payments must be paid directly to DHHS within 60 days of the notice of the penalty unless held in abeyance. If penalty payment is not received within 60 days, all future payments to the Contractor will be withheld by DHHS until the penalty payment is received. Incentive payments will be made within 60 days after notice of verification of submitted data.
- N. DHHS will pay the state patrol charge(s) for processing required criminal history checks of foster/adoptive parents.
- O. If payment for a mental health or substance abuse treatment service is denied but the service is court ordered, the Contractor will be responsible for payment of the service.
- P. The Contractor is not responsible for payment of the following:
1. Services paid for by Medicaid, private insurance or alternative funding source;
 2. Physical health care costs of children, youth and families who are not Medicaid Eligible;
 3. Services funded by State Ward Education;
 4. Cost of placement in the Youth Rehabilitation and Treatment Center at Kearney and Geneva or the Hastings Regional Center;
 5. Cost of placement in a Nebraska Detention facility;
 6. Adoption and Guardianship Subsidies;
 7. Maintenance payments for a ward's child;
 8. State ward independent living maintenance payments;
 9. State patrol charge(s) for processing required criminal history checks of foster/adoptive parents.
- Q. The Contractor agrees to follow all state and locally developed policies and protocols related to the authorization for the purchase of services for children,

youth and families being served. This includes, but is not limited to accessing other payment sources prior to utilizing child welfare or juvenile services funds.

- R. The Contractor specifically agrees that any bonus, gift, extra benefit, or other payment of funds beyond base pay or salary and the Contractor's normal employee benefit package provided to an employee, prospective employee, contractor or subcontractor to be paid from funds provided under this contract shall be approved by DHHS before the Contractor pays or commits to pay any such amount.
- S. The Contractor shall make payment in full to the Sub-Contractor for all goods delivered or services rendered on or before the forty-fifth calendar day after the date of receipt by the Contractor of a bill meeting the Contractor's requirements, as set forth in Contractor's written policy, protocol or contract terms with the Sub-Contractor. Payment to treatment sub-contractors delayed due to coordination of benefits with insurance providers will be paid on or before the one hundred and eightieth calendar day after receipt of a bill as described above. Nothing in this contract is intended to create a third party beneficiary relationship with sub-contractors. This provision shall survive termination of the contract.

III. SCOPE OF SERVICES

- A. Program Standards - The Contractor shall do the following:
 - 1. Accept and serve all children, youth and families referred by DHHS. This is a no reject, no eject contract. Children and families who are served through this Contract may be court involved or non-court involved. Children, youth and families will be served unconditionally regardless of a child or family's diagnosis, history, presenting problems, family composition or behaviors.
 - 2. Abide by all policy requirements of Nebraska Administrative Code 390, 474 and 479; and applicable state and federal statutes and regulations; and any other applicable codes; applicable written policy directives and interpretations from or as directed by the Division of Children and Family Services.
 - 3. Comply with the Operations Manual dated January 4, 2011 (hereinafter the Manual) as amended hereafter by mutual consent of the parties. The Manual will describe in detail the parties' required operational duties during the entire contract period.
 - 4. Provide service coordination and case management functions for treatment and non-treatment services for court involved and non-court involved children, youth and families as defined in the Manual.
 - 5. (Deleted)
 - 6. Allow DHHS access to any and all information and data collected related to the performance of this contract.
 - 7. Abide by all National Youth in Transition Database (NYTD) requirements as outlined in the Manual incorporated herein.

8. Guardianship Authority:
- a. Notwithstanding any other provision of this Contract, the Contractor acknowledges that DHHS has legal guardianship of state wards served under the terms of this Contract, that such guardianship authority cannot be delegated to other parties, and that DHHS reserves all rights and responsibilities of a guardian unto itself.
 - b. All services in court involved cases will be in accordance with any orders issued by the court.
9. Complaints:
- a. The Contractor will maintain a clear written policy of how to lodge complaints. A copy of this policy will be provided to children, youth and families served under this contract.
 - b. The Contractor will respond to complaints related to the performance of this contract as directed by DHHS.
 - c. If the complaint involves an issue related to a specific case, the Professional Judgment Resolution process as defined in the Manual will be used.
 - d. Contractor will maintain a file of all complaints related to the performance of this contract, which shall be available for inspection by DHHS upon request.
10. Incident Reports: The Contractor shall immediately report (verbally) to DHHS all significant events which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc).
- a. Critical Incident Report: The Contractor shall immediately report (verbally) to DHHS any Critical Incident. The term Critical Incident includes, but is not limited to;
 1. Death of a child/youth resulting from abuse or neglect;
 2. Near fatality, life threatening condition or serious injury of a child/youth resulting from abuse or neglect;
 3. Suicide, or attempted suicide of a state ward or child/youth DHHS is involved with;
 4. Death of a state ward or child/youth DHHS is working with by other means, accidental or non-accidental;
 5. Death or non-accidental serious injury of a staff person while on the job;
 6. Allegations or arrests of a state ward or child/youth DHHS is involved with for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault – first or second degree; aggravated or armed robbery; etc.
 7. Any other event that is highly concerning, poses potential liability, or is of emerging public interest;
 8. Any other incident designated by the Division Director.
 - b. The Contractor shall provide to DHHS a written report of the Critical Incident within 4 hours. The Contractor shall continue to provide information related to the Critical Incident as requested by DHHS.

- c. Other special reports may be requested by DHHS as mutually agreed upon by both parties.

11. Transportation Standards:

- a. The Contractor is responsible for providing all in-state and out-of-state transportation related to the Contractor's primary business of serving the needs of children, youth and families.
- b. The Contractor must follow all DHHS policies, rules and regulations and provisions contained in the Manual regarding transportation.
- c. The Contractor is responsible for ensuring that it complies with all applicable Public Service Commission regulations and requirements to the extent they apply to the Contractor's activities in the performance of this contract.
- d. The Contractor agrees to utilize an escort for all commercial transportation services utilized for children ages 12 and under or as needed for a youth ages 13 through 18.
- e. The Contractor will make reasonable efforts to maintain consistency in the individual driver(s) providing transportation and/or escort services for the child or youth.
- f. The Contractor is responsible for all secure transportation in compliance with DHHS requirements.

12. Licensing and Approval Requirements:

- a. All foster homes must be licensed or approved as defined in policy, rules or regulations. DHHS will issue the license and is responsible for all licensing actions.

13. Foster Parent Recruitment:

- a. The Contractor agrees to develop and implement a recruitment plan, and report quarterly on progress related to recruitment, utilization and retention of foster parents. The Contractor agrees to collaborate with DHHS in the development of the state wide recruitment plan.

14. Consent for Treatment:

- a. DHHS is solely responsible for consent to medical care, mental health or substance abuse treatment. The Contractor will contact DHHS to obtain consent.

15. Sub-contractors:

- a. The Contractor will be held responsible for all acts and omissions related to service delivery, as well as outcomes and specified terms in this contract.
- b. Contractor may not allow a sub-contractor to further sub-contract for services, other than foster family care, under this contract unless the sub-contractor is also a lead contractor with DHHS for service coordination and case management.

- c. The Contractor will ensure that information retained by any sub-contractor meets State and Federal compliance requirements and will be available to DHHS upon request.
- d. The Contractor will ensure that sub-contractors meet all background check requirements outlined in Article III. SCOPE OF SERVICES Section B. 2. of this contract.

16. Safety Standards:

- a. The Contractor shall immediately report any circumstances which would require a report pursuant to Neb. Rev. Stat. §28-711 to the DHHS Hotline (1-800-652-1999), or appropriate law enforcement agency, or 911 if an emergency, in addition to the assigned DHHS personnel.
- b. Upon execution of this Contract, the Contractor will provide documentation of their protocol for reporting suspected abuse and neglect for staff in their employ and with any subcontractors.

17. Referral Process:

- a. The Contractor will maintain a contact number to receive referrals 24 hours a day, seven days a week, and 365 days a year.
- b. The Contractor will develop a protocol with the Service Area regarding the referral process.
- c. In the event the Contractor believes there should be a deviation from the protocol, the Contractor will contact DHHS for resolution.

18. Service Coordination and Case Management Functions:

- a. The Contractor will carry out case management functions except those functions DHHS notifies the Contractor in writing not to perform.
- b. The Contractor will coordinate all non-treatment and treatment services. This includes providing services to children, youth and families as well as coordinating all aspects of care, organization and planning for the children, youth and families.
- c. The Contractor will work collaboratively with the Administrative Service Organization (ASO) provider to coordinate Medicaid treatment services.
- d. The role and function of Service Coordination and Case Management and the supervision of Service Coordination and Case Management may not be sub-contracted by the Contractor. Service Coordination and Case Management staff must be direct employees of the Contractor.
- e. In the event the Contractor becomes aware of a conflict of interest, the Contractor must notify DHHS immediately. DHHS will determine how the conflict will be resolved.

19. Services:

- a. The Contractor will provide a complete continuum of non-treatment, non-Medicaid funded services, supports and placement resources to meet the needs of children, youth and families.

- b. The Contractor will be responsible to ensure that appropriate and timely mental health, behavioral health and substance abuse treatment services are provided to adult family members, children and youth.
- c. The Contractor agrees to follow all state and locally developed policies and protocols related to the authorization for the purchase of services to children, youth and families being served.

20. Child Placement Practices:

- a. The Contractor agrees that a child or youth in need of out-of-home care will be placed in an appropriate approved or licensed home or licensed facility upon prior approval from DHHS.
- b. The Contractor agrees that DHHS approval is required for placement of any child or youth covered under this contract with an employee of DHHS Division of Children and Family Services, Contractor or a sub-contractor.
- c. All placements and the use of respite care must have prior approval by DHHS.

21. Multi-Ethnic Placement Act. (MEPA):

- a. The Contractor agrees to comply with the MEPA, in making placements, arranging for placements, or doing home studies for foster or adoptive families.
- b. The Contractor further agrees that each staff person responsible for making placements, arranging for placements, or doing home studies for foster or adoptive families, will be trained upon hiring and annually thereafter regarding the requirements of MEPA.
- c. The Contractor agrees to make available to DHHS documentation of this training.
- d. DHHS agrees to provide the Contractor with a training outline to be used in the training. The Contractor is responsible for copies of materials.

22. Indian Child Welfare Act. (ICWA):

- a. The Contractor agrees to comply with the ICWA, in making placements, arranging for placements, or doing home studies for foster or adoptive families.
- b. The Contractor further agrees that each staff person responsible for making placements, arranging for placements, or doing home studies for foster or adoptive families, will be trained upon hiring and annually thereafter regarding the requirements of the ICWA.
- c. The Contractor agrees to make available to DHHS documentation of this training.
- d. DHHS agrees to provide the Contractor with a training outline to be used in the training. The Contractor is responsible for copies of materials.

23. Court Attendance and Court Requirements:

- a. The Contractor will comply with all court orders.
- b. The Contractor agrees that appropriate staff will be available to attend

- c. court hearings, and be prepared to effectively testify if requested.
- c. The Contractor will ensure that all children and youth attend court, unless otherwise directed by DHHS or the Court.
- d. If the Contractor and DHHS are in disagreement about a recommendation to be made to the court the Professional Judgment Resolution Process shall be followed as set forth in the Manual. If resolution cannot be reached DHHS will determine the recommendation to be presented to the court and will make the court aware of the Contractor's position regarding that recommendation.
- e. The Contractor will work with the court and DHHS regarding court orders that do not meet federal and statutory requirement.

24. Aftercare:

- a. The Contractor shall provide aftercare as defined in the Manual.

25. Independent Living

- a. The Contractor shall provide former wards with ongoing support or access to ongoing support provided by any federal programs designed to serve this population.

26. Performance Standards and Implementation Schedule: Attached hereto and incorporated herein is a set of performance standards and implementation schedule to be followed by the Contractor in addition to and in conjunction with the outcome measures in the Manual.

B. Administrative Standards - The Contractor shall do the following: .

1. Contract Requirements:

- a. Prior to or during this contract, the Contractor shall complete a Business Associates Agreement with DHHS as requested.
- b. Prior to or during this contract, the Contractor shall complete a Social Security Administration Access Agreement as requested.
- c. Prior to or during this contract, the Contractor shall complete all paperwork to request External Access to DHHS computer system. This includes initial and ongoing requests and documentation for each employee needing access to DHHS computer system.
- d. The Contractor agrees in order for DHHS to be compliant with the Statewide Automated Child Welfare Information System, (SACWIS), It will not operate a separate case management system that collects data regarding children or youth served through this Contract.
- e. The Contractor agrees to use DHHS Computer System (N-FOCUS) as the only authorized case management system to fulfill the terms and conditions of this contract.
- f. The Contractor will maintain its existing accreditation relevant to the services provided under the terms of this contract or provide to DHHS, by January 1, 2011, documentation that it is in the process of becoming

accredited and shall be fully accredited no later than July 1, 2013.

2. **Background Checks:** The Contractor will ensure all background checks have been completed on all employees, interns, and volunteers if it is foreseeable that the individual may have contact with children, youth and families in the performance of this contract. This section is not applicable to foster family care. Requirements for foster family care are contained in licensing standards and policy.
 - a. Background checks will include a check of the following:
 1. Sexual Offender Registry
 2. Child and Adult Abuse and Neglect Central Register/try
 3. State repository of driving records
 4. References
 5. Drug Test for staff providing service coordination or case management, and staff providing transportation to children, youth and families under this contract
 6. Internet search with an appropriate search engine.
 - b. In addition, for all employees, interns, and volunteers who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children, youth and families in the performance of this Contract, the Contractor will also perform the following checks in the individual's prior states of employment or residence:
 1. Criminal history check for each state in which the individual resided or worked
 2. Sexual Offender Registry
 3. Child and Adult Abuse and Neglect Central Register/try
 4. State repository of driving records

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 Registry, or a similar registry, the Contractor shall complete criminal background checks in the cities, counties and states of previous residence.

- c. The Contractor will complete the initial background checks before the individual has direct contact with any youth.
 1. 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. All required background checks must be current within two (2) years for each employee.
 3. All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
 4. If a background check results in a record being identified, the Contractor shall develop a process to review and determine if they want to request

Dhhs approval to hire an employee. Requests for an exception shall be made in writing to DHHS and will include the name and background information, along with supporting documentation from the Contractor as to why they believe that such person does not pose a threat to children or families. The Contractor shall utilize criteria set forth by DHHS. DHHS shall have 10 business days to respond to such a request. All documentation related to the process is maintained in the contractor's staff personnel records.

- d. This requirement must be completed on all existing employees within 30 days of the execution of this contract.
- e. The Contractor will ensure that all subcontractors will complete all background checks on any employee, intern or volunteer if it is foreseeable that that individual may have direct contact with court and non-court involved children and their families during the course of providing direct services in performance with this Contract. This requirement is not applicable to those subcontractors described in Chapter 10 Section G. 5 c., Personnel File Reviews, of the Manual. Background checks shall be completed before the individual has direct contact with children and their families and every two (2) years thereafter.
- f. The Contractor must make arrangements with a qualified professional for the purpose of conducting drug tests. The criteria listed below must be applied when drug tests are completed:
 1. The sample will be tested qualitatively for at least the following substances.
 - a. Amphetamines,
 - b. Cocaine metabolite,
 - c. Marijuana,
 - d. Opiates, and
 - e. Phencyclidine PCP.
 2. The contractor will submit to DHHS the Contractor's policies and procedures regarding the handling of positive initial screening results.
 3. The Contractor must comply with all state and federal laws requiring or allowing reporting of positive test results to professional licensing boards, regulatory bodies, or other appropriate oversight entities.

3. Hiring Standards:
 - a. Staff carrying out Service Coordination and Case Management functions and Supervisors of staff carrying out those functions must have a minimum of a Bachelor's Degree.
 - b. Verification of the employee's college education must be maintained by the Contractor.
 - c. Providers of direct services must meet the minimum education/certification requirements as outlined in implementation of any Evidence Based or Promising Practice.
 - d. The Contractor will make all attempts to hire culturally competent staff based on the demographics of the community for which the Service Coordinator/Case Manager is working.
4. Laws Violations by Employees
 - a. The Contractor is required to report within 24 hours to the Contract Liaison any arrest or convictions of an employee who may have contact with children, youth and families in the performance of this contract.
5. Required Reports: The Contractor agrees to prepare and submit reports as defined in the Manual.
6. Professional Judgment Resolution: In situations when the Contractor and DHHS are in disagreement, they will follow the Professional Judgment Resolution Process as set forth in the Manual.
7. Quality Assurance: The Contractor shall perform Quality Assurance pursuant to this contract. The Contractor shall work in collaboration with DHHS Quality Assurance and Contract Monitoring staff in monitoring and reporting activities. The Contractor will develop, implement and monitor improvement plans based on outcomes of quality assurance and contract monitoring results.
8. Information Systems:
 - a. The Contractor agrees that DHHS computer system access will only be granted to employees of the Contractor. DHHS computer system access will not be granted to sub-contractors or employees of sub-contractors.
 - b. The Contractor agrees that all information accessed, stored, or processed in DHHS computer systems N-FOCUS, MMIS, and CHARTS is the sole property of DHHS; Contractor employees are granted access to this information under the terms and conditions of this contract. All information collected and compiled by the contractor on behalf of DHHS under the terms and conditions defined in this contract is the sole property of DHHS and subject to all privacy and security safeguards defined by DHHS.
 - c. The Contractor agrees to access DHHS Computer Systems N-FOCUS, MMIS, and CHARTS data systems only through DHHS supplied CITRIX access and encryption technology.

- d. The Contractor agrees that unique access log-on accounts into DHHS Computer Systems N-FOCUS, MMIS, and CHARTS data systems will be assigned to each individual and that the logon account may only be used by the individual to which it is originally assigned.
- e. The Contractor agrees that they will assign a security administrator for all their sites with the duty and responsibility to immediately:
 - 1. Notify DHHS Help Desk when a Contract employee is terminated or leaves employment so the Help Desk may terminate the employees Citrix access and the Contractor agrees not to allow any other Contractor employee to use the log-on access of a terminated employee.
 - 2. Notify DHHS Help Desk when a new employee is hired including compiling and sending all necessary original documentation to DHHS. All documentation and necessary information must be received before the request for a new user log-on access will be accepted.
- f. The Contractor agrees to meet compliance requirements for all applicable State and Federal Physical, Administrative, and Electronic safeguard standards (as per safeguard publication listed below) and abide by DHHS Information Technology Policies that govern the appropriate use of, disclosure of, privacy of, and security of information provided by DHHS or compiled by the Contractor on behalf of DHHS under the terms and conditions defined in this contract.

Safeguard Publications

- 1. Health Insurance Portability Accountability Act of 1996 (HIPAA) Privacy Rule 45 CFR Part 160 and Subparts A and E of Part 164
 - 2. HIPAA –Security Rule 45 CFR Part 160 and Subparts A and C Part 164
 - 3. Internal Revenue Service (IRS) - Publication 1075
 - 4. Social Security Administration (SSA) - Computer Match Agreement
 - 5. DHHS Information Technology Policies
- g. The Contractor agrees that DHHS or any applicable State or Federal agency with jurisdiction (i.e. OCR, IRS, SSA, DHHS, or State Auditors Office) may conduct unannounced compliance inspections relating to the Physical, Administrative, and Electronic safeguards defined in the publications listed above.
 - h. The Contractor understands that it will be held responsible for all criminal and civil penalties for actions of the Contractor or anyone in their employ as defined in the publications listed above.
 - i. The Contractor agrees to immediately notify DHHS HIPAA Privacy/Security Office of any suspected loss of, theft of, inappropriate disclosure of, unauthorized access of, or destruction of and/or corruption of DHHS Information obtained from DHHS computer systems and agrees to comply with incident reporting criteria as defined in applicable Business Associates Agreements and the publications listed in Article III. SCOPE OF SERVICES Section B. 8. f. above.

- j. The Contractor agrees to comply with the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 §§ 87-801 through 807 any time there is a suspected loss of personal information as defined in the Revised Statute.
- k. The Contractor agrees that only Contractor owned and supported desktop workstations, laptop computers, or mobile wireless devices are permitted to access, process, or store DHHS information or access DHHS computer systems as defined under the terms of this contract.
- l. The Contractor agrees that all DHHS information stored, processed, emailed, or otherwise transmitted on mobile devices including laptop computers, will be encrypted at all times using DHHS approved technology.
- m. The Contractor agrees to immediately notify DHHS of any lost or stolen computer hardware that may have been used to access, process, or store DHHS information or DHHS computer systems.
- n. The Contractor is responsible for all computer hardware support, the movement of all computer equipment, any needed network support, server and LAN printer support and software installation and configuration.
- o. The Contractor will appoint a technology coordinator as the primary contact between the Contractor and DHHS to address IT related issues.
- p. The Contractor agrees it is their responsibility to provide necessary Internet connections to support Contractor employee access to DHHS computer systems via CITRIX.
- q. The Contractor is responsible for purchasing all hardware and software.
- r. The Contractor is responsible for upgrading equipment and software as necessary to continue to access required DHHS computer systems.
- s. Citrix: DHHS will provide up to 116 Citrix licenses for remote access to DHHS computer system.
- t. Database: DHHS will provide access to data contained within the State's information system.
- u. DHHS will receive and route production support calls regarding DHHS computer systems.
- v. The Contractor understands that remote office and home office work sites are permitted under the terms of this contract provided each location meets the compliance requirements as detailed in publications listed in Article III, SCOPE OF SERVICES Section B, 8, above. DHHS information may only be accessed from or stored on a Contractor owned and supported computer or electronic device at these locations. The Contractor agrees to ensure all communication transmissions from remote sites, including e-mail, use DHHS approved encryption technology.

- w. The Contractor agrees to ensure that reasonable and appropriate actions have been taken to ensure remote work sites meet compliance requirement and will perform and document annual physical site reviews for all remote office and home office locations. The site safeguard reviews will include inspection of physical, administrative, and electronic safeguards implemented at each location. Documentation will include any noted deficiencies, recommendations, and actions taken to address noted deficiencies. Site safeguard review documentation will be made available upon request to DHHS agents or other applicable compliance officers with jurisdiction (see Article III, Section B, 7, above).
- x. The Contractor agrees to ensure Contractor employees take all appropriate physical and electronic safeguard precautions when accessing DHHS information from a remote worksite including home offices, client residences, hotel rooms, or any other public location.
- y. The Contractor understands that wireless laptops are permitted under the terms and conditions of this contract and agrees to implement policies that address the physical security of mobile devices, the risk of using unsecured wireless connections, and rules of behavior that govern the appropriate use and safeguards Contractor employees must take when using mobile devices outside Contractor office locations.
- z. The Contractor must utilize either an assigned State of Nebraska domain Outlook email account or the State IronPort SecureMail system when e-mailing communication that may contain HIPPA defined electronic protected health information and/or any other private and confidential information defined by the Agency.

9. **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.

10. **Insurance**

a. **INSURANCE COVERAGE AMOUNTS REQUIRED**

1. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

| | |
|---------------------------|---------------------------|
| Coverage A | Statutory |
| Coverage B | |
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

2. **COMMERCIAL GENERAL LIABILITY**

| | |
|---|----------------------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 any one person |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$5,000 any one person |

3. **COMMERCIAL AUTOMOBILE LIABILITY**

| | |
|-------------------------------|-----------------------------------|
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
|-------------------------------|-----------------------------------|

4. **UMBRELLA/EXCESS LIABILITY**

| | |
|------------------------|----------------------------|
| Over Primary Insurance | \$1,000,000 per occurrence |
|------------------------|----------------------------|

b. **EVIDENCE OF COVERAGE**

The contractor should furnish DHHS with a certificate of insurance coverage

complying with the above requirements. The certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to DHHS when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

11. Release of Identifying Information.

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

12. Professional Development/Training:

- a. Effective January 1, 2011, the Contractor shall provide Service Coordinator/Case Manager training as approved by DHHS, at no additional cost to DHHS.
- b. The Contractor agrees to work with DHHS in accessing Title IV-E funding to support the training costs of Contractor's staff.
- c. The Contractor shall provide training in the service area on evidence based and promising practice and family driven care concepts. Families and youth will be included in the planning and delivery of this training. The Contractor will coordinate with other Contractors to provide joint training.

13. Performance Outcomes and Accountability:

- a. The Contractor will be accountable for the Federal and State outcomes related to safety, permanency and well-being for children, youth and families. The Contractor shall work toward the achievement of the outcomes and service delivery requirements as identified in the Manual.

14. Program Improvement Plan:

- a. The Contractor agrees to work collaboratively with DHHS in order to meet the provisions identified in the current Federal Child, and Family Services Review Program Improvement Plan for Nebraska.

15. Foster Care Review Board (FCRB):

- a. The Contractor agrees they are subject to and will comply with state law regarding the FCRB.

16. Ombudsman:

- a. The Contractor agrees they are subject to and will comply with state law regarding the Office of Public Council (Ombudsman).

17. (Deleted)

- C. Contractor shall submit statements of services provided to children, youth and families through N-FOCUS using a format prescribed by DHHS. The Contractor will submit a schedule of rates for services provided under this contract. DHHS must approve the rates for services prior to contract start date. The Contractor may adjust the rates upon written approval of DHHS, which approval will not be unreasonably withheld. The Contractor shall submit statements for all services provided, except Service Coordination and Case Management activities. The Contractor shall submit statements for direct services at their discretion but no later than 90 days following the end of the month in which the service was provided, except in the instances of payment for treatment services denied by Medicaid/Administrative Services Organization. The obligation to submit statements of all services provided shall survive the termination of this contract. If DHHS determines that Contractor has not submitted statements for all services provided within ninety days following the end of the month in which the services were provided, payments may be withheld until Contractor submits the statements as required.

Joint Responsibility-DHHS and the Contractor agree to jointly:

1. Develop specific strategies and targeted improvements no later than January 1, 2012 to obtain timely permanency for children, and decrease the frequency and duration of out of home and congregate placements and increase the utilization of children and families served in the family home. When non-medically necessary treatment is ordered by the court, the parties will work together to identify alternatives for the court's consideration.
2. No later than October 31, 2010, and on a quarterly basis thereafter, review and revise program and financial outcomes, objectives and strategies that will fundamentally reform the child welfare/juvenile services system to more quickly achieve enhanced safety, permanency and well being outcomes. Targeted outcomes will be specified for November and December 2010 and then January, February, and March 2011 and then quarterly thereafter.
3. Starting October 12, 2010 and monthly thereafter, identify and explore outcomes, objectives and strategies for mutual efficiency, effectiveness and accountability that will result in financial stability and improved service delivery on both a short and long term basis. The parties will collaborate on ways to maximize federal funding such as Title IV-E.
4. The parties will endeavor to develop a sustainable reform model in which

the contractor is responsible for ongoing case management and service coordination functions as allowable by statute and defined and agreed upon by both parties to be implemented no later than January 1, 2011.

5. Monitor progress on items 1 through 4 through an oversight committee comprised of DHHS and each of the Lead Contractors. The Committee will assess the impact of the efforts identified in items 1 through 4 on overall progress and identify future needs and strategies for the success of the Reform.
6. Both parties will work towards developing a model for improved outcomes for Nebraska children and families utilizing national expertise.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.
3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all

payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

- B. **AMENDMENT.** This contract may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.
- C. **ANTI-DISCRIMINATION.** The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 104-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.
- D. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. **ASSURANCE.** If DHHS, in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continues to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. **BREACH OF CONTRACT.** DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- G. **CONFIDENTIALITY.** Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth

herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

- H. **CONFLICTS OF INTEREST.** In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. **COST PRINCIPLES AND AUDIT REQUIREMENTS.** The Contractor shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations. Audit requirements are dependent on the total amount of federal funds received by the Contractor, set in the table below and Attachment 1, Audit Requirement Certification. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual financial review or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

| Amount of annual federal payments | Audit Type |
|-------------------------------------|--|
| Less than \$500,000 | Audit that meets Government Auditing Standards |
| 500,000 or more in federal payments | A-133 audit |

- J. **DATA OWNERSHIP AND COPYRIGHT.** All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- K. **DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- L. **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.
- M. **DRUG-FREE WORKPLACE.** Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

- N. FEDERAL FINANCIAL ASSISTANCE. The Contractor shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- O. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- P. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.
- Q. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.
- R. HOLD HARMLESS.
1. The Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.

S. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. 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 workers' 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.

T. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.

U. 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.

V. LOBBYING.

1. No Federal appropriated funds shall be paid, by or on behalf of the Contractor, 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 contract or (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

2. 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 contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

W. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services,

and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:
http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

X. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfnal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

Y. NEW EMPLOYEE WORK ELIGIBILITY STATUS.

The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- Z. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

ACH Enrollment Form Requirements for Payment

"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made."

Download ACH Form:

http://www.das.state.ne.us/accounting/nis/address_book_info.htm

- AA. PUBLIC BENEFITS ELIGIBILITY STATUS. Pursuant to NEB. REV. STAT. §§ 4-108 through 4-114, DHHS shall obtain attestations and SAVE verifications as necessary when a public benefit is provided through this contract. The Contractor agrees to cooperate with DHHS as necessary for compliance.
- BB. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- CC. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. 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.
- DD. 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.
- EE. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of

timely performance of any obligations on the part of the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

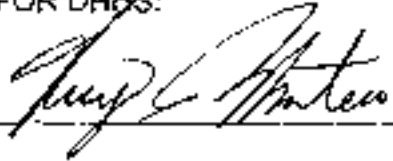
Vicki Maca, Families Matter Administrator
Department of Health and Human Services
301 Centennial Mall South, 3rd Floor
PO Box 95026
Lincoln, NE 68509-5026
402-471-5328

FOR CONTRACTOR:

David P. Newell, Executive Director
Nebraska Families Collaborative
14100 Crawford Street
Boys Town, NE 68010
402-498-1207

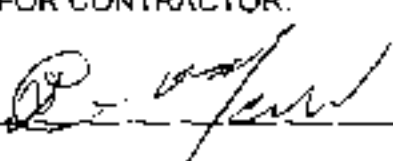
IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:



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

FOR CONTRACTOR:



David P. Newell
Executive Director
Nebraska Families Collaborative

DATE: 8/16/2011

DATE: 8/16/2011

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Foster Care Program under Title IV-E
Promoting Safe and Stable Families Grant
AUDIT REQUIREMENT CERTIFICATION

Subgrantees and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".

Grant Name *Foster Care Program under Title IV-E* Grant # Q9Q1NE1401 CFDA*# 93.658
Grant Name *Promoting Safe and Stable Families* Grant # G-0901NEFPSS CFDA*# 93.556

*(Catalog of Federal Domestic Assistance)

Contractor's Name Nebraska Families Collaborative

Address: 1411A Crawford Street

City: Boys Town **State:** NE **Zip Code:** 68010

Federal Tax Identification Number (FTIN) 26-4436716

Contractor's Fiscal Year 1-1, 2011 to 12-31, 2011

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* must be provided by the contractor to the Nebraska Department of Health and Human Services immediately upon receipt, unless the contractor has directed the CPA to provide the copy directly to the Department and has verified this has occurred.

Check either 1 or 2 and complete the signature block on page 2:

1. As the contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct and prepare either, a review (expenditures less than \$75,000) or audit report (expenditures \$75,000-\$499,999) of our organization's financial statements and a report issued by the CPA. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the Nebraska Department of Health and Human Services address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. As the contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, as the contractor, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- The contractor's financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion on this contractor's financial statements and Schedule of Expenditures of Federal Awards, a report on this contractor's internal control, a report on this contractor's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations* (SF-SAC).

We further acknowledge a copy of this subgrantee's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to the:

Nebraska Department of Health and Human Services
Financial Services
Grants and Cost Management
P.O. Box 95026
Lincoln, NE 68509-5026

or the Contractor must notify the Department when the reporting package becomes available and provide the Department with access to an electronic version of its annual audit and financial report. Notification of availability will be sent to the Nebraska Department of Health and Human Services, Financial Services, Grant and Cost Management in a format similar to the following:

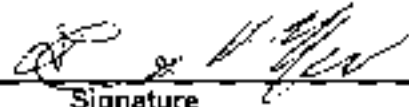
The Contractor's latest A-133 Audit is now available for your use at:
<http://www>.

The Contractor's financial report is available at:
<http://www>

The foregoing submissions or notification and electronic access to the annual audit and financial report must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

David P Newell
Print/Type Name

Executive Director
Print/Type Title


Signature

8-16-2011
Date

402-498-1230
Telephone Number



NFC Report prepared for DHHS 1160 Report-July 2012

This report has been prepared for the Department of Health and Human Services, Division of Children and Family Services, and outlines the functional capacities of the NFC as a pilot project. The following sections provide detail for each required area as outlined in Legislative Bill 1160 and as requested by the Department.

Direct Case Management

NFC Mission

The mission of the NFC is to build on child, family, and community strengths so that every child is safe, healthy, and in a forever family.

NFC Vision

A community with strong families in which children are safe and thriving

NFC Values

Every child or youth deserves a family
 Autonomy and self-direction of families
 Dignity in all aspects of families' lives
 Cultural competence in all staff behaviors and actions

The NFC staff adheres to its Guiding Principles related to case management. These principles are:

- Children, families, and communities need to be safe.
- Children will live with their families. Exceptions will be made only when the provision of services will not protect them from further harm.
- Children and their families, along with their natural support systems, will participate in service planning. The services offered will be unique to the child and family.
- Children and their families will be encouraged and supported in the execution of their service plan.
- Children's/families' needs are best met through collaborative actions with families, friends, existing community resources, cultural systems, and other natural supports.

Family Permanency Specialists (FPS) partner with families, contracted providers, DHHS, legal parties, and others to develop and support family-driven case plans while focusing on family-centered practices to meet safety, permanency, and well-being outcomes. Family Permanency Specialists ensure reasonable efforts and best interests are provided to children and families.

The NFC currently has twenty-one (21) Family Permanency Teams. Teams are supported by a Utilization Management Specialist, who ensures the appropriate services are accessed in a timely manner for children and families. NFC operations teams utilize the additional support of a Team Support Specialist to provide support to the FPS teams.

Each FPS maintains a caseload of sixteen (16) or fewer families. During the months of October through December 2011, the NFC caseload was increased to eighteen (18) to accommodate the DHHS transition of one-third of the Eastern Service Area (ESA) child welfare population to the NFC.

Family Permanency Specialists are responsible for the overall case management of families assigned. Specific roles and responsibilities are outlined here:

- Ensure appropriate services, interventions, strategies, or resources are secured to adequately address identified safety concerns.
- Provide oversight and monitor effectiveness of the Safety Plan and utilize the Structured Decision-Making Family Strengths and Needs Assessment to assess child and family needs.
- Develop strategies to address the identified child and community safety threats and the diminished capacities to achieve the outcomes and ensure sustainable change.
- Conduct safety, risk, and needs assessments in cases of child abuse/neglect, dependency, status offenders and juvenile law violators, and develop Safety Plans as needed.
- Monitor and ensure case records and documentation, including but not limited to, case plans, forms, reports, narratives, outcome measures, demographics, etc., are completed appropriately and on time.
- Gather collateral information and complete necessary assessments to expand on Initial Assessment information.
- Provide training and support in developing and utilizing functional skills to individuals/families with problems (i.e., child management, personal and family adjustments, finances, employment, and physical and mental impairments) that occur in the family, home, and community.
- Attend juvenile court to provide case plans and court reports along with testimony when required.
- Develop, evaluate, and monitor service plans to include concurrent planning and recommend changes to the plan based on the needs of children, youth, and families.
- Develop and maintain effective working relationships with families and build on family skills and competencies.
- Develop timely permanency plans for youth who cannot return to their biological families and ensure the plans are in the best interest of the youth.
- Engage families in the case planning process for youth and assess individual client needs that are culturally competent to most effectively meet the needs of each family.
- Coordinate provision of all non-treatment services and supports.
- Facilitate monthly Family Team Meetings.
- Write case plans and court reports with child/family involvement that include information concerning family social, economic, background information, case plan development, and identification of methods of case plan implementation.
- Maintain complete and accurate master case files.
- Complete child-specific home studies, adoption packets, and guardian paperwork to determine placement as needed or to achieve permanency.
- Ensure that each child's or youth's educational and medical needs are met.
- Conduct face-to-face visits with children, youth, and families consistent with federal guidelines.
- Document information in N-FOCUS.
- Recommend case closure.
- Coordinate access to supports and after-care services for children, youth and families.
- Maintain a working knowledge of and compliance with all contractual requirements.
- Maintain a working knowledge of and compliance with all NFC policies and procedures.
- Adhere to applicable federal guidelines, Nebraska statutes, and NDHHS policies and procedures.
- Advocate for children, families, and youth at all times.
- Cooperate and collaborate with NFC staff, DHHS, subcontractors, and other key stakeholders.
- Recommend the need for an out-of-home placement or change in placement to DHHS based upon the best interest of the child.

- Serve as a role model in carrying out the NFC mission.
- Provide written notification to the court and all legal parties of change of placement according to statutory timeframes.
- Locate non-custodial parents for potential placement.
- Assist with visits following a child's or youth's removal from the parent or guardian, and complete the Parenting Time/Visitation Plan.
- Attend IEP/ IFSP and participate in other school meetings pertaining to the child.

Utilization of social work theory and evidence-based practices to include processes for ensuring fidelity with evidence-based practices

The purpose of the child welfare system has been to ensure the safety, permanency, and well-being of the children and youth it serves, while assisting families to be successful. The child will/must be kept at home if at all possible. Social Work Theory has long proposed the basic premise of attachment theory: A child's relationship with a primary caregiver during infancy is critically important to later development and serves as a prototype for the child's relationship throughout his or her lifespan. Social Work Research has found that a secure parent-child bond is a key to healthy child development and serves as the primary protective factor to prevent child maltreatment.

Child and family interventions are based on "Trauma Informed" Care and will include the family in problem identification and collaborative problem solving. Permanency planning is a guiding principle of child welfare practice for social workers. The planning is intended to limit the child's time in out-of-home care. It is essential to implement a "family-focused" approach and to have services directed to the entire family.

The National Association of Social Workers (NASW) "works to enhance the professional growth and development of its members, to create and maintain professional standards, and to advance sound social policies". NASW has led in the development of best practices for social workers in the child welfare for the past 30 years. NASW has published sixteen (16) Standards for Social Work Practice in Child Welfare. These Standards give defined guidance to social workers in the following areas:

- Emphasizing client empowerment and self-determination while engaging families as "partners."
- Directing ethical decision making in social work.
- Defining a set of comprehensive knowledge- and skill-building training that is needed to work with children and families involved in the Child Welfare System.
- Knowledge requirements include child development, cultural competency, parenting issues, family dynamics, and community resources that are available to the child/youth/family.
- Demonstrate knowledge and skills in delivering culturally competent practice to include placement decisions.
- Maintain compliance with agency policies and procedures, as well as State and Federal Child Welfare laws.

NFC incorporates the following child welfare evidence-based practices (EBP):

1. **Wraparound**
2. **Structured Decision Making**
3. **Signs of Safety**

Wraparound

Wraparound is a multifaceted intervention strategy that involves "wrapping" a comprehensive yet coordinated array of individualized services and support networks "around" children and families. This approach emphasizes developing services that are highly individualized to the child's/family's needs, is strength based, and is community

oriented. In May 2011, Dr. John VanDenBerg, a national wraparound expert, trained NFC staff regarding the most recent innovations in the wraparound process.

Fidelity to the wraparound approach consists of using the Wraparound Fidelity Index (WFI) as a way to measure the degree to which a given program complies with the essential principles of the wraparound philosophy. The WFI is administered to caregivers, Family Preservation Specialists, youth (11 years or age or older), and team members referred to NFC. The WFI-4 is an extensive set of interviews that are organized by the four phases of the wraparound process (Engagement and Team Preparation, Initial Planning, Implementation, and Transition) and the 10 principles of wraparound. These interviews are intended to assess both conformance to the wraparound practice model as well as adherence to the principles of wraparound in service delivery. NFC will continue to use the WFI-4 to assess fidelity to the model.

Structured Decision Making

All case management staff, including Family Permanency Specialists and Supervisors, are required to receive a comprehensive training curriculum that includes practice, implementation, and N-FOCUS training. SDM assessments are reviewed by supervisors and also receive a second-level review using the CRS/DHHS-approved review tool. Results of the second-level review are used to provide feedback to FPSs regarding their use of the scoring tool and the documentation supporting the scores; to provide feedback to the training department regarding training needs, both initial and ongoing; and to provide feedback to supervisors.

Signs of Safety

Signs of Safety is an EBP for family engagement and is a case staffing model that is in the process of being implemented. As part of this model, supervisors are prompted to review SDM assessments for appropriate completion of the tool.

Supervision

The NFC staffing structure consists of a staffing ratio of one (1) supervisor to seven (7) Family Permanency Specialists. Supervisors are Master's Degree-prepared with five years of experience working in the field of child welfare. Supervision responsibilities include weekly supervision and consultation to staff. Each supervisor is responsible for meeting the daily responsibilities of working directly with children and families assigned to his or her caseload. Supervisors conduct periodic review of cases to ensure case planning and reasonable efforts are being made toward achieving timely permanency. Supervisors also review services to ensure that they meet the needs of each family and review and monitor the quality of service the family receives.

Supervisors are required to review and monitor their team's data regarding Family Team Meetings and required face-to-face contacts and other deadlines to ensure that performance standards are met. Supervisors work to develop team competencies and skills related to family engagement, family voice and choice, and facilitating effective Family Team Meetings. Supervisors conduct file and documentation reviews to ensure timely and quality documentation. Supervisors ensure that all HHS policy and procedures, and state statutes that apply to child welfare and NFC policies are followed. Supervisors address employee performance directly with staff and work with Human Resources to address any disciplinary concerns related to performance. Supervisors also assist with interviewing and hiring new FPS staff.

The role of the supervisor is critical to the long-term success of staff. Development of staff helps support a vibrant workforce and supervisory skills are essential to assist in such development. Once staff complete the initial training required of all new employees, they work directly with their supervisor to co-attend court hearings and Family Team Meetings to provide support and monitor whether staff members have achieved core competencies.

Quality Assurance

Nebraska Families Collaborative is committed to continuous quality improvement efforts and initiatives, and employs staff whose sole responsibilities include directing and managing quality assurance and quality improvement initiatives. The continuous quality improvement efforts undertaken within the NFC ensure that youth and families served are safe and the provided interventions are proven and effective.

The NFC Performance and Quality Improvement (PQI) Department consists of the following staffing structure:

The **Director of PQI and Network Administration** is responsible for quality assurance, provider network development, contract management, compliance, and overall fidelity. The PQI Department ensures organizational compliance with licensing and accreditation standards and oversees the utilization management/intake processes and training.

The **Contract Network Management Manager** is responsible for the overall management of NFC Network Providers; the development of new provider services based on utilization and need; contract management; ensuring that all services are paid by the appropriate payer; and compliance and overall quality and fidelity of the NFC Provider Network, including maintaining an updated comprehensive list of available community service providers. The Management Manager works collaboratively with other NFC Directors to ensure a comprehensive continuum of quality services are available to children and families and all internal and external systems are operational to fiscally manage costs of services.

The **Foster Care Manager** is responsible for ensuring quality services for all foster care families in the NFC Foster Care Network. The Foster Care Manager ensures contract compliance is met with all sub-contractors.

The **Records Coordinator** leads, plans, and coordinates all tasks necessary to ensure the efficient functioning of the Nebraska Families Collaborative Case Records Management System. This position also performs routine clerical duties following established methods and procedures related to the filing of records, reports, and correspondence. The Records Coordinator interacts with various agencies, professionals, and administrators regarding youth and family records, and pulls and prepares case records for oversight activities.

The **Utilization Management Supervisor** develops and oversees processes for ensuring resource maximization through the appropriate authorization of services. The UM Supervisor approves request(s) for service authorization to ensure the documentation supports expenditures of funds. This position provides oversight to special projects and other referral/network provider tasks as needed.

The **Quality Support Coordinator** provides management of quality support specialists in the Program Quality Improvement Department. This position is responsible for providing a wide variety of advanced-level clerical, administrative, and receptionist support for the Department, and providing assistance to other staff, volunteers, and visitors.

The **Quality Specialist** is responsible for direction and guidance on quality improvement and management programs, including accreditation. This Quality Specialist conducts quality audits and may also be responsible for COA requirements. The Quality Specialist also is responsible for the reporting and analysis of whether child and family care meets quality standards that support continuous quality improvement using CFSR and other tools.

Quality Assurance and Improvement System

The NFC has a Quality Assurance and Improvement System capable of tracking and evaluating the effectiveness of coordination and service delivery for children and families in the Eastern Service Area.

NFC has developed innovative quality assurance strategies based on federal legislation, child welfare research, and national QA standards similar to those of the child welfare world. Our QA system is designed to be imbedded deep within all aspects of case management and service delivery that goes beyond compliance monitoring.

NFC quality assurance is designed to assess not only outcomes, but practices. NFC utilizes data to affect positive change in practice by sharing information with stakeholders.

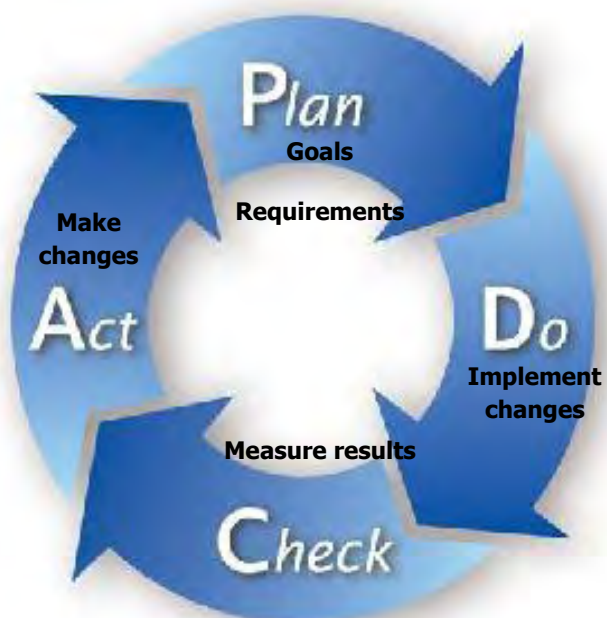
NFC utilizes the PDCA cycle to carry out change by continuously improving processes and systems across the organization. Just as a circle has no end, the PDCA cycle should be repeated again and again for continuous improvement. The PDCA cycle involves four basic steps – Plan, Do, Check, and Act.

Plan – Identify and recognize a particular problem and brainstorm solutions.

Do – Implement the solution on a small scale and collect data on the results.

Check – Evaluate the data to assess if the solution worked as planned.

Act – Take action based on what you learned in the ‘Check’ step. If the solution worked, implement on a large scale with involvement of stakeholders. If the solution did not work, return to the planning phase.



To further understand the PDCA process, a case example is included here:

CFSR Outcome: Well-being. Youth receive adequate services to meet their physical and mental health needs.

PLAN: All youth are to receive a Health Check and have access to medical care. UM staff identifies that youth are not receiving a Health Check in a timely fashion based on data maintained by CFS staff and that this does not meet CFSR outcomes related to Child Well-Being. The UM staff tries to determine whether this is an isolated occurrence by reviewing data and auditing records to determine the frequency and timeliness of Health Checks for youth on this caseload.

DO: After a careful review of data, it is determined that this is an isolated occurrence. Therefore, system change is not required. Training will be provided to staff to ensure access to health care services is further incorporated and prioritized when working with families.

CHECK: UM staff conduct an ongoing review of youth and families by conducting file audits, reviewing UM data, and measuring and monitoring timeliness to health care appointments. Staff review data monthly to determine if additional action or training is necessary over time.

ACT: In this example, no additional follow-up other than continuing to monitor standardized data. (Should trend data indicate an issue with access to health care, this would be addressed through consultation, additional training, and education to the family on the importance of Health Checks).

NFC uses data to measure and manage outcomes and develop individualized strength-based service plans for each youth family. NFC relies on program evaluation and accountability reviews to ensure quality care so that the highest level of success is possible for the family. It is both a performance assurance and performance improvement system. This extensive evaluation system provides the information necessary to assess the quality of the lives of the youth and connects to the improved outcomes of service provided. The design of the evaluation system helps maintain the program and allow staff to focus solely on the youth and their family.

NFC anticipates enhanced use of data for the purpose of service planning, which will result from ongoing assessment activities by NFC Family Permanency Specialists and greater input from the family. This information is reviewed to support service planning and delivery so that trend data is monitored.

At the organizational level, the NFC Board is responsible for mission attainment and the continuous quality improvement (CQI) activities that support the mission and related goals.

CQI activities include:

- Accreditation
- Audits
- Case staffing
- CFSR outcome review
- Community input and feedback
- Cost benefit analysis
- Family input and feedback
- Licensure
- Documentation reviews
- Program operations
- Review of critical incidents
- Service gaps and needs
- Staff observations
- Staff surveys
- Subcontractor compliance
- Training
- Youth and consumer satisfaction
- Case file reviews

Training

NFC Family Permanency Specialist training consists of three distinct phases. Each phase must be completed before advancing to subsequent phases. NFC's curriculum follows learning objectives approved by NDHHS.

Phase 1: Orientation and Classroom Training

Trainees will attend agency orientation and the Nebraska Families Collaborative training plan (NFC U), as well as complete field training activities as outlined in the trainees' field training manual. Trainees will begin working on as many field training activities as possible during non-classroom days during Phase 1. This phase includes 140 hours of classroom presentation. Currently, Phase 1 encompasses seven (7) calendar weeks of classroom instruction. NFC will implement an updated Phase 1 structure in July 2012, which will span four (4) calendar weeks. This is in

response to DHHS's recent decision to reduce the initial training to two weeks of classroom training and two weeks of field work.

Phase 2: Field Training

Field training begins once the FPS has successfully completed all requirements of Phase 1. At this time, the trainee will begin to co-manage up to four (4) cases with his or her mentor. Phase 2 lasts a minimum of four (4) weeks.

Trainees work with mentors to co-manage cases with the expectation that the mentors, supervisors, and trainers will provide on-the-job practice and classroom training necessary to prepare the trainee to take on full case management responsibilities.

Trainees are assigned secondary responsibility of no more than four cases under supervision of their supervisor and a trainer, and with support from their mentor. Trainees complete additional field training activities to support learning such as attending Family Team Meetings, court sessions, or other activities with mentors, training specialists, or supervisors.

Goal Development: Trainees work with their supervisors to develop job-specific goals and professional development goals. The job-specific goals focus on skills and knowledge related to Safety, Permanency, and Well-being (CFSR) Outcomes. These goals are used for evaluation purposes.

Co-assignment: Trainees act as secondary workers for a small number of cases during their field training experience. Trainees receive no more than four cases for co-assignment during Phase 2.

Trainee as a secondary worker: Trainees will work with their mentor and team to begin assuming job responsibilities as an FPS. Supervisors will assign the trainees as secondary workers to the assigned Master Cases.

Trainees are allowed to: attend and co-facilitate visits and meetings (with their mentor/supervisor) and conduct visits and meetings (with their mentor or alone when deemed appropriate by the supervisor); enter narratives; assist in developing and writing court reports and referrals; gather information; and participate in any other case management responsibilities.

Trainees are required to seek supervisory consultation prior to: conducting visits or meetings on their own; modifying any Safety Plan; identifying Safety Plan participants; writing affidavits; and preparing final court reports. Trainees are not allowed to participate in the on-call rotation or attend court alone. Trainees are learning during this field training period and observing their mentor's skills and organization during this time.

Transfer to Phase 3

FPS trainees cannot move to Phase 3 until a Phase 3 meeting is held with the supervisor, trainee, and a member of the Training Department. Until the Phase 3 meeting is held, FPS trainees continue to co-manage no more than four families. The purpose is to ensure that trainees have met all requirements of Phase 1 and Phase 2, and to assess the trainees' readiness to move to full case management responsibilities.

Phase 3: Transition to case management

The NFC Field Training Book will be reviewed during monthly supervision. Trainees assume case management responsibilities. Employees and supervisors are responsible for continuing to monitor the completion of the field training activities. All field training activities (related to the job position) must be completed within one year of employment. If the Field Training Book is not fully completed within one year of an employee's hire date, the supervisor must review a plan for its completion or for the need of a Performance Improvement Plan with the Training Department and Human Resources.

Field Observations: During Phases 2 and 3 (the first six months of employment), the FPS completes a minimum of four field observations. The FPS will receive individualized feedback on his or her interactions with children, youth, and families. Additional field observations may be requested by the FPS, the trainer, or the Supervisor.

The following is a list of NFC Initial Case Management Training curriculum.

Training Meeting 1 and Intro to Child Welfare & Juvenile Services: Trainees are introduced to foundational child welfare topics, including: The Nebraska Juvenile Code, maltreatment definitions, the scope of maltreatment, factors contributing to maltreatment, and disproportionality in child welfare. Trainees combine pre-read activities with classroom discussion. Trainees are introduced to general and advanced topics of child abuse and neglect while attending trainings provided by Project Harmony. Trainees also attend Project Harmony's Medical Aspects of Child Abuse and Neglect. NFC partnered with Project Harmony to offer these trainings to every new training group in an effort to connect staff with key community stakeholders. These trainings often include members of the police department and other community partners.

Documentation and Case Closure: Participants explore the importance of documentation in the overall case management process, with emphasis on requirements for successful case closure. Trainees will look at how Structured Decision Making is utilized in the case closure process, and how to successfully articulate a case closure request. Participants will learn about the aftercare process, including the role of aftercare and the process by which cases are referred to aftercare.

Document Management: Trainees are introduced to the NFC file system, including the records management system. Trainees review the process to submit documents for filing as well as request documents from the Records Department.

Solution-Focused Interviewing: Trainees are introduced to the core concepts of Solution-Focused Interviewing. By combining classroom discussion and group activity, trainees practice the seven strategies of Solution-Focused Interviewing. Trainees utilize in-class scenarios to gain greater understanding into the critical thinking process. Trainees are challenged to identify trends in their own case analysis process and potential biases and assumptions that can impact the decision-making process.

Signs of Safety Overview: Signs of Safety training introduces staff to an overview of Signs of Safety. This model focuses on family engagement through focused discussions of safety, risk, strengths, barriers, and next steps. There is growing interest into the benefits of combining a structured assessment process, such as Structured Decision Making, with a proven family engagement model.

ICWA: Trainees learn about the policy and procedures surrounding ICWA. This includes the historical basis behind ICWA, as well as case management processes and procedures impacted by ICWA. This training must be repeated annually.

Structured Decision Making: Trainees receive instruction on the six Structured Decision Making assessments – Safety, Prevention, Family Strengths and Needs, Risk Reassessment, Reunification, and Placement Safety and Suitability. Trainees spend time completing each assessment as they work in small groups on the standardized training test family. Trainees are introduced to the concepts of risk and safety, case planning and safety planning.

Court Process: Trainees are introduced to our child welfare and juvenile justice legal process. This three-day training covers key legal stakeholders and their roles within the system, important legal policies, and key legal procedures.

Nonviolent Crisis Intervention: This training will provide staff with the understanding and skills to communicate and engage with their clients using effective communication. This training also provides the skills and knowledge to recognize triggers and agitation and how to respond using active listening skills and de-escalation techniques. Trainees will learn the Stress Model of Crisis, the Importance of Self-Awareness, Verbal Crisis Communication, Identifying Feelings and Reflective Responses, Behavior Management Techniques, and the Anger and Crisis Cycle.

Program Quality Improvement: Trainees are introduced to the PQI and Utilization Management process at NFC. Trainees explore the provider handbook and the potential strategies and interventions available to meet client needs. Participants spend time completing service referral practice activities.

N-FOCUS 101: N-Focus 101 is the introduction course to the N-Focus system. Trainees learn about basic navigation and N-Focus functions.

N-FOCUS 201: N-Focus 201 exposes trainees to more advanced N-Focus topics. Trainees will practice documentation, staff assignment, visitation plans, and placement changes.

Court Report: Trainees are introduced to the core concepts of court reports, including the importance of clearly articulating recommendations, the importance of timely court reports, and the key components of a court report. Trainees are provided examples of well-written court reports. Trainees also practice writing court reports based on the Structured Decision Making example case.

Case Plan: Trainees are introduced to the case planning process, including goal writing and utilization of the SDM Family Strength and Needs Assessment. The training includes both lecture as well as practical application.

Safety Planning: Trainees continue their SDM training by developing Safety Plans as a result of the SDM safety assessment. Participants learn how to properly gauge safety and create appropriate safety interventions that will control safety while allowing for naturally occurring resources.

Genograms: Trainees learn how to utilize genograms and ecomaps as family engagement tools. Participants work in small groups while practicing completing genograms and ecomaps. Trainees explore how these tools increase family engagement as well as assist with identification of naturally occurring resources.

Wraparound Family Team Meeting: Employees identify areas of skill development in all four phases and ten Principles of Wraparound. Employees then practice these skills through role-plays and feedback. NFC has partnered with community stakeholders to ensure this training accurately simulates a Family Team Meeting. This partnership includes Project Everlast to provide a child's voice and the Millard School District school social workers, who offer an educational component. This training is ongoing to continuously meet the needs of the staff and is open to all staff regardless of hire date.

Independent Living Training with Computer Lab: Trainees are exposed to the Independent Living process, including IL plans and resources available to Independent Living youth. Trainees will spend time completing Independent Living plans.

Time Management and First Steps in Case Management: Trainees will gain an understanding of general time management strategies.

Subcontract Management

NFC has created a neighborhood-based network of services designed to keep children close to home and cared for, whenever possible, by family, neighbors, and other community members. Children experience less disruption when they can remain with extended family or other culturally familiar placements and services. NFC continues to actively recruit service providers who represent the cultural groups being served. It is required that all services will be competency based with a focus on specific-skill assessment, corresponding intervention, and progress evaluation.

NFC is committed to the implementation of evidence-based practices that are a match with the unique and varied families served. The NFC's service model ensures that identified outcomes are met through collaborative partnership focused on respect and shared decision making based on the principles of Family-Centered Practice.

The Nebraska Families Collaborative service model requires shared decision making based on the Family Centered Practice. The following values, beliefs, and program characteristics serve as the foundation for ALL services to be delivered:

- Safety for children/youth is the highest priority;
- Safety of the community is the highest priority in cases involving youth adjudicated as delinquent;
- The child and child's family are the focus of services;
- Services work to promote family as the first priority permanency option for children and youth;
- Services are provided in the least intrusive and most effective and efficient method possible;
- A child's educational, physical, and mental health needs are met;
- Family and community connections will be maintained whenever possible;
- People can and do change;
- Family Centered Practice's basic values, beliefs, and principles guide the work;
- A crisis is an opportunity for change;
- Do no harm.

Additionally, as part of ongoing education and oversight, NFC provides to its subcontractor information related to its service model, service array, service array standards, quality assurance processes, and billing and authorization via Provider Handbook, Provider Newsletter, Quarterly Provider meetings, and Provider intranet/portal.

NFC is responsible for the oversight and subcontractor management of its network of providers. NFC only contracts directly with service providers that meet licensing and accreditation standards. Each provider is required to submit to NFC various copies of documentation of proof of insurance, license, accreditation certificate, policies and procedures, evidence-based programs utilized, completed W-9, and others. NFC also ensures that staff hired to provide direct services to children and families meet the required background check requirements and adhere to a rigorous review of personnel files.

NFC requires its subcontractors to adhere to specific service requirements, documentation standards, and service delivery expectations. There are specific service standards related to bed holds, clothing and personal needs, discharge criteria, discharge planning, and training requirements.

Critical Incidents: Nebraska Families Collaborative is committed to ensuring the safety, well-being, and permanency of the children and families being served. In order to do this, NFC requires subcontractors and employees to report critical incidents and serious occurrences that impact the safety and permanency status of children in the Eastern Service Area.

Critical incidents include death, suicide or serious suicide attempts, hospitalizations, emergency room visits requiring medical attention, incidents of violence by the child/family to include police contacts, incidents resulting in moderate to severe injury to children, family members, or staff (i.e. physical assault, sexual assault), severe property damage, and any other highly concerning event that poses potential liability or has the potential to attract media attention.

Current processes require subcontractors and employees to submit written reports on critical incidents via the Nebraska Iron Port System. Per contract with the State of Nebraska, an immediate verbal report must be made to DHHS, followed by a written report within four (4) hours of the incident. The written critical incident reports are reviewed by the following NFC administrative team members to ensure they are a complete and appropriate follow-up and that notifications have occurred:

- | | |
|----------------------------|--------------------------------|
| 1. Legal Counsel | 4. Family Permanence Directors |
| 2. Program Auditor | 5. Director of PQI |
| 3. Chief Operating Officer | |

Incident reports are forwarded to DHHS by the Chief Operating Officer or designee. Subcontractors and staff are required to call the DHHS Hotline as mandatory reporters. NFC employees are required to submit an incident report if they witness a reportable event, or if an event is communicated to them. NFC requires subcontractors to provide immediate verbal notification of all significant events that affect the youth's status. This includes, but is not limited to:

1. Youth missing
2. Aggressive behavior
3. Suicide ideation
4. Minor illness that is not responding to treatment
5. Major illness
6. Accidents
7. Change in school status

Verbal reports are made directly to the Family Permanency Specialist or the NFC's after-hours number, as well as directly to DHHS. Incidents are tracked by the Program Auditor to ensure appropriate follow-up has occurred so that trends are identified and remedied. As part of NFC'S ongoing CQI process, incident report data is aggregated on a monthly basis and reviewed by the NFC Board of Directors. The incidents are rated by the Program Auditor with an acuity rating of 1 to 3. Incidents are rated at Level 3 when the physical safety of the youth, family, or the community is in jeopardy and include all critical incidents. Level 2 incidents involve situations that place individuals at risk (although the risk may not be imminent) or may result in a change of placement or status. Level 2 incidents include: 1) youth whereabouts unknown; 2) physical assaults that do not cause major injury; and 3) police involvement for offenses such as shoplifting, vandalism, etc. Level 1 incidents include events deemed noteworthy by agency or NFC personnel.

The process is continually reviewed with the goal of improving reporting consistency, timeliness, accuracy, and response, as well as establishing benchmarks related to overall safety. NFC is in the process of purchasing a web-based information management system that will allow further refinement of incident information.

Grievances: Feedback is paramount in the delivery of quality services. To ensure the feedback loop is complete, children, families, providers, and stakeholders, as well as employees, are invited to share concerns regarding their experience. Several avenues to submit grievances are available to accommodate individual preferences. Grievances can be submitted via phone, email, or letter. NFC recently implemented a web-based system that allows employees to file a grievance anonymously.

Nebraska Families Collaborative promotes the use of the grievance process to ensure the receipt of valuable feedback. Family Preservation Specialists meet with children and families at intake. Family and youth rights, along with the grievance process, are explained and a written copy of both is provided. If language is a barrier, NFC provides interpreters to ensure families understand the array of services, their rights and responsibilities, and the grievance procedures. Currently, written documents are available in English and Spanish to explain rights and the grievance policy. The grievance policy, grievance form, and the grievance link are available on the Nebraska Families Collaborative website. In addition, NFC is providing outreach regarding the grievance process at community events and making this information available in hard copy form.

Nebraska Families Collaborate has established an audit function that includes the investigation and resolution of grievances. The Program Auditor receives the grievances directly, and provides acknowledgment of the receipt of the grievance within 24 hours. An acknowledgment is made in the format in which the grievance was received. Available documentation is reviewed, further information is obtained through interviews if needed, and action is taken by appropriate NFC personnel. Program Audit tracks the grievances and reports trend information back to

administrative leadership for consideration of process or system changes. Grievance information is presented monthly to the NFC Board of Directors.

NFC requires all of its in-network providers to ensure all background checks have been completed on all employees, interns, and volunteers if it is foreseeable that an individual may have contact with children, youth, and families in the performance of the subcontract. NFC conducts on-site reviews of HR personnel files every two (2) years. NFC initiates a personnel file review of all agency staff provided by the agency and reviews all documentation and records to be included in the file review. This process does not apply to foster family care since there are separate licensing standards and policies for child-placing agencies, to which we adhere. The following information is required to be contained in the staff personnel file and available for on-site review upon reasonable request by the NFC.

Background checks include verification of the following:

- Statewide criminal history check
- Sexual Offender Registry
- Child and Adult Abuse and Neglect Central Register/Registry
- State repository of driving records
- References
- Drug test for staff providing transportation to children, youth, and families
- Google search or other appropriate search engines
- E-verify or equivalent

The subcontractor must perform out-of-state background checks on all employees, interns, and volunteers who have resided in Nebraska for less than five (5) years if it is foreseeable that an individual may have contact with children, youth, and families. The subcontractor must perform the following checks in states where the individual previously resided or was employed:

- Criminal history check for each state in which the individual resided or worked
- Sexual Offender Registry
- Child and Adult Abuse and Neglect Central Register/Registry
- State repository of driving records

If the state where an individual resided does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register/Registry, an Adult Abuse and Neglect Central Registry, or a similar registry, the subcontractor must complete criminal background checks in the cities, counties, and states of the individual's previous residence.

If a background check results in a record being identified, subcontractors must develop a process to review and determine if they want to request Department approval to hire an employee. Requests for an exception must be made in writing to NFC and include the background information and supporting documentation from providers as to why they believe the prospective hire does not pose a threat to children or families. NFC submits a request for approval by the Department.

Network Development and Management

Nebraska Families Collaborative offers an array of child and family services in Douglas and Sarpy counties. NFC has selected qualified subcontractors to assist families in accessing quality services geared toward meeting the CFSR outcomes. All services focus on child/parental skill acquisition, improved family functioning, increased parent/child interactions, and community engagement for support and sustainability.

The following table lists Child Welfare Service Types and NFC Service Definitions:

| Service Type | NFC Service Definition |
|---|--|
| Adoption Support Services | Adoption Website and Specialized Recruitment Post-Adoption Services Home Studies |
| Drug Screening and Testing | Drug Testing for Adults and Youth |
| Day Reporting Service | Day Reporting |
| Electronic Monitoring | Electronic Monitoring/GPS |
| Family Support Services | Family Support Services |
| Intensive Family Preservation | Intensive Family Preservation |
| Mediation and Facilitation | Mediation |
| Tracker Services | Tracker Services |
| Visit Supervision/Monitoring | Parenting Time |
| Interpreter | Interpreter/Translation Services |
| Group Home Care | All Types |
| ABFC Continuity Placement Agency-Supported Foster Care FC Minimal FC Moderate FC Basic FC Intensive Relative Foster Care Emergency Foster Care | Foster Care (All Types) |
| Residential Safety Svc | Residential and/or Shelter Services |
| FP Respite Care | Respite |
| Family Group Conferencing | Family Group Conferencing |
| Home-Supported Services | Home-Supported Services (23:59) |
| In-Home Safety | Crisis Response |
| Intervention Hours | Home Studies |
| Mentoring Support Services | Peer to Peer Mentoring |
| Specialized Counseling | Relinquishment Counseling Relinquishment/Permanency Education |

As part of NFC's service array, service standards for all child welfare services are clearly outlined in written format in the NFC Provider Handbook. These standards are communicated to the subcontractors in the Provider Handbook and are trained to not only the subcontractors but to NFC staff as well. These standards provide a brief description of the services, minimum service requirements, staff education requirements, and service location requirements.

Service standards are used to ensure that all contacts with a youth's family are made in accordance with the plans approved by the Family Permanency Specialist. The subcontractors are required to involve the youth's family in all aspects of service delivery and integrate the family through regular communication and activities to include: family meetings, teaching of specific behavior management techniques, parent education, parent support groups, participation in school and community activities, medical appointments, and participation in developing and implementing transition and discharge plans. Additionally, NFC has identified other standards for areas such as recreation, safety, personal needs, dietary, special needs, transportation, medication, etc.

A family's service needs are identified by case management through the SDM and Family Strength Needs Assessment (FSNA). The Family Permanency Specialist assembles the Family Team Meeting (FTM), which conducts the wraparound planning process, identifies the individual needs and strengths of the child and family, and develops a customized wraparound approach. The child/youth and family support network comprise the majority of

the FTM. The FTM, with the assistance of the FPS, develops a sustainable case plan and permanency objective that is consistent with the level of care assessment (use of standardized tools), individual needs, UM guidelines, evidence-based practices, and use of natural and informal supports, whenever possible. Once service needs are identified, the network service array is reviewed to identify the appropriate service intervention.

NFC proactively reviews its network to identify gaps in services. The gaps have been relayed to the provider network with a request for proposals via provider newsletter, provider meeting, individual agency meetings, and requests for specialized recruitment. The current needs of the network are as follows:

- Stable and permanent families for teens
- Foster families willing to adopt
- Families that can keep brothers and sisters together
- Families that can support youth with special needs
- Supports for youth with high-risk issues
- Youth residing in detention (including Multidimensional Treatment Foster Care models)
- Youth with mental health history
- Unconditional Care Models
- Foster care families open to developing healthy relationships with birth parents
- Supports for teenage mothers/fathers and their children
- Substance abuse treatment for youth
- Professional Foster Care proposals that meet FFTA standards

NFC is currently working with its subcontractors to create services such as Professional Foster Care and Crisis Family Preservation. Through the identification of gaps and needed outcomes, it is NFC's intention to begin developing and collaborating with its network outcome-based services to meet the needs of the children and family we serve. We anticipate creating additional services focusing on meeting the needs of Spanish-speaking families, new American citizens, and newly immigrated populations.

Nebraska Families Collaborative provides oversight to all of its in-network subcontractors. NFC works with its subcontracted providers to develop outcomes that are focused on the safety, permanency, and well-being of children and families as defined in the Child and Family Services Plan (CFSP), the Adoption and Safe Families Act (ASFA), and the Child and Family Services Review (CFSR).

- **Safety**
 - Children are, first and foremost, protected from abuse and neglect.
 - Children are safely maintained in their homes, whenever possible and appropriate.
- **Permanency**
 - Children have permanency and stability in their living situations.
 - The continuity of family relationships and connections is preserved for children.
- **Child and Family Well-Being**
 - Families have enhanced capacity to provide for their children's needs.
 - Children receive appropriate services to meet their educational needs.
 - Children receive adequate services to meet their physical and mental health needs.

NFC's CQI system is designed to evaluate the quality of service of its providers and to identify strengths and needs of the service delivery system, generate reports, and evaluate program improvement measures. This process allows NFC to continue to conduct trend analysis to identify additional needs or gaps in services so that early identification of needs is determined.

Financial Management

NFC is a not-for-profit, tax- exempt corporation under IRC 501(c)(3). NFC is primarily funded through the service delivery contract with the State of Nebraska, supplemented by partner contributions. Funding from grants and other sources does not currently significantly impact NFC revenue.

Direct services costs paid to network providers during 2011 were approximately 75% of NFC's expenses; case management salaries and benefits made up another 16.5%. Per 2011 audited financial statements, 95% of NFC's costs were program service expenses, with support or administrative expenses of 5%.

NFC's Finance Department staff structure consists of the following:

- Director of Accounting (1): Responsible for internal and external financial reporting, budgeting and projections, supervising and reviewing work product of the Billing Department, and reviewing all payments with the exception of payroll.
- Staff Accountant (1): Responsible for reconciliation of outstanding provider billings, preparation of internal financial reports, and preparation of expense detail for financial reporting. In addition, the Staff Accountant provides support to the Billing Specialists and Director of Accounting if needed, and acts as proxy for the Director of Accounting in her absence.
- Billing Specialists (3): Responsible for payment of foster parents and providers; preparing mileage reports for payment; evaluating the legitimacy, appropriateness, and allowability of all payment transactions; reviewing and authorizing all PCard and mileage payments; and reviewing and preparing all petty cash, gas card, bus pass, and direct payment requests.

Reports and timeframes for reporting

- Internal financial reports: Monthly
 - Audit of random mileage forms and outliers; documentation of any issues including timeliness provided to FPS supervisors for further investigation
 - Expense by FPS and team, including mileage, direct service costs, treatment service costs, travel, and other expenses
- External financial reports: Monthly
 - NFC Board of Directors: Statement of Financial Position, Statement of Activities, Detail of Direct Service Costs, Actual-to-Budgeted Expenses comparison
 - Department of Health and Human Services (DHHS): Statement of Financial Position, Statement of Activities, Statement of Cash Flows, Accounts Payable Aging

The NFC payment system allows claims to be paid through the Provider Network payables system, which is uploaded from the Penelope payables system. The following steps occur during the process:

- Authorization of service by FPS or UM Specialist
- After it is provided, electronic billing of service through provider portal
- Review of documentation related to service by QA Department
 - Invoices are uploaded in the Provider Network system by a Billing Specialist, reviewed by a Specialist and the Director of Accounting, and sent to the Boys Town Accounts Payable Department, where checks are issued.
 - All three of the above steps must be completed in order for an item to be considered a "clean" claim; the Provider Network can only upload clean claims into each provider's invoice.
 - Treatment services must be invoices and, in addition to documentation of service delivery, must include evidence of Medicaid denial.
 - NFC's policy is to pay clean claims within 30 days after the final date for providers to enter units of service for payment into the system, which is the 5th of each month. Per Provider Handbook, services must be entered into the provider portal by the end of the day on the 5th of each month in order to be paid in a timely manner.

NFC maintains a payment process to ensure timely payment to providers. The majority of “clean” claims are paid within thirty (30) days of entry into the provider portal. On average, 95% + of NFC’s payables balance is claims outstanding 45 days or less. All clean claims are paid within 30 days once they have been verified that services meet quality documentation standards and requirements in accordance with the NFC Provider Handbook and all its internal quality assurance reviews.

Financial Controls

Financial Controls – Financial reporting

NFC’s financial statements are audited annually by independent external auditors, KPMG LLP. These auditors are selected by the Audit Committee of Boys Town, the parent organization. The Audit Committee selects and meets with the auditor and reviews the results of the audit. Audit results are also reviewed by the parent company Board of Trustees and by the NFC Board of Directors. The financial statements are certified by the CFO and CEO of the parent organization. No members of the Audit Committee are members of NFC management. NFC’s budget is prepared by the Director of Accounting and must be approved by the Board of Directors and the Boys Town Board of Trustees. Budget variance analyses are performed on a monthly basis.

Financial Controls – Payment process

System controls do not allow invoicing or payment of items that are not authorized, are billed in portal, or are reviewed for supporting documentation. Rates for services may only be entered by IT, QA, or Contract management; Accounting cannot change contracted rates. Contracted provider payments must be paid using blanket purchase orders authorized by the Director of Accounting, the CEO, and Boys Town financial personnel, including the CFO, based on the limit of purchase order. All payments must be reviewed and authorized by the Director of Accounting. Any payments not made through purchase orders must be reviewed and authorized by the Director of Accounting and electronically approved by the Director of Accounting, the CEO, and Boys Town financial personnel, including the CFO, based on the amount of payment.

Boys Town **Internal Audit** performs tests on Accounts Payable and Expenses on a quarterly basis. All expenses, including mileage and travel expenses, are reviewed by Billing Specialists; any unusual items noted are brought to the attention of supervisors and the Director of Accounting. The Director of Accounting must review and authorize all mileage forms. Monthly audits are performed to test the accuracy and appropriateness of mileage expense. Any purchasing card expenditures, petty cash requests, gas cards, or bus passes must be approved by the employee’s supervisor; expenditures of two hundred and fifty dollars (\$250) or more must be approved by a Director of Operations. Support in the form of receipts must be provided for all expenditures, and documentation supporting the need for the purchase must be approved.

Utilization Management

An enhanced feature of the NFC’s oversight process is that of a Utilization Management unit. The role of Utilization Management is to ensure that children receive the right services and supports, in the right amount, at the right time, and for the right duration, to support quality and permanency goals. The UM role is to provide a centralized service authorization by dedicated personnel to ensure that service planning is continuous, comprehensive, and integrated.

NFC’s CQI system supports all utilization management capabilities by providing the capacity to prepare and submit reports, allowing UM staff to track and evaluate the following:

- Number of children and families served by service type
- Average length of stay by service type
- Number of children and families successfully discharged by service type
- Number of direct service hours provided to children and families by service type
- Number of referral requests by service type and date
- Response time as outlined by contract

- Percentage of required documentation completed
- Number of referrals sent out of network due to network capacity
- Review of court orders and tracking of court orders per service per judge per team
- Review of all youth wards 15 and older who have a documented ILP that includes individualized goals, needs, and strategies

There is a focus within the UM process to identify, track, and evaluate a number of key indicators, including: the number of youth and their length of stay in out-of-home care; timeliness of adoptions; timeliness of reunification; permanency measures; placement stability; and absence of maltreatment. Additional utilization and management data items used to monitor the Safety and Permanency services include:

- Population Data
- Enrollment Data
- Encounter Data
- Financial Data
- Human Resource Data

The NFC's PQI and Network Administration Department ensure a quarterly review of authorization and placement decisions for all network services, including a sample of 10% of open and closed cases. NFC also reviews annually 10% of contractor case records. Nebraska Families Collaborative adheres to utilization guidelines for NFC services. These guidelines were created by review of industry standards and best practice.

Community Outreach

NFC has actively been working with community agencies to develop a more comprehensive community approach related to the safety, permanency, and well-being of children and families. The following list details a few of the community agencies that NFC has partnered with, along with a variety of outreach efforts designed to make the Eastern Service Area a better place for children and families:

- Metropolitan Child Abuse Coalition to educate the Greater Omaha Community regarding the prevention of child abuse
- Omaha Public Schools
- Kim Foundation
- National Reunification Day in Omaha.
- Hosted evening for all Project Everlast Program Providers in regard to NFC's Intake Procedure, Assessment Processes, and State Contract Requirements for the purpose of developing a better referral process in order to fully participate in the ESA Independent Living Plan.
- Women's Center for Advancement
- Faith-Based Organizations
- Family Advocacy Movement
- UNMC College of Public Health-Center for Reducing Health Disparities
- Grace Abbott School of Social Work –Development of Workforce Development
- Project Harmony
- Girls Inc.
- Kroc Center
- Communities in Schools
- Arbor Health
- Nebraska Children and Families Foundation
- Clarkson College School of Nursing
- Heartland Family Service
- Child Saving Institute
- Boys Town
- OMNI Behavioral Health
- Building Bright Futures
- Concord Mediation Center

Coordination and Planning

NFC participates in ongoing coordination and planning efforts in the Eastern Service Area. The primary coordination and planning that NFC participates in includes working directly with:

- CFS
- Families
- Youth
- NFC Partners
- NFC Network
- Other Stakeholders

NFC participates in ongoing meetings with the Department to review operational planning, review of entries and exits, and monthly CQI meetings. NFC also works daily with CFS to address ongoing issues and concerns, and conflict resolution cases that identify barriers and attempt to overcome such barriers.

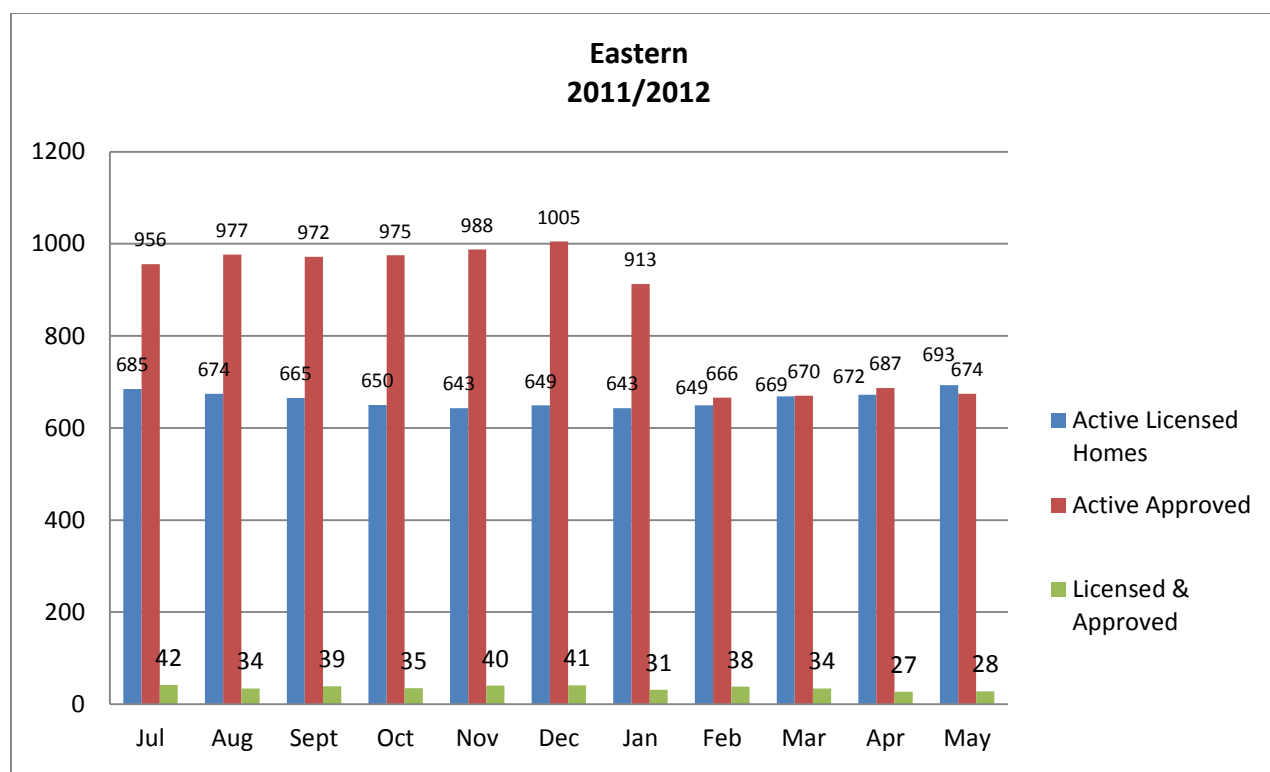
NFC engages families to increase the voice and choice of families. NFC has a Community Advisory Board, and during its meetings we are informing the community about efforts internal and external to NFC that impact child welfare in the ESA. There is a wide representation from the community on this board which includes HHS, family members, youth, and community partners. All are encouraged to participate and provide input in the decisions related to safety, permanency and well-being. NFC strongly believes that the family voice and choice helps to improve a community-based system of care. Families are active members of Family Team Meetings and Family Group Conferences.

NFC engages youth, both those who are currently in the system as well those who are aging out of the system, to develop strategies for successful implementation of youth empowerment. NFC coordinates and plans monthly with all key stakeholders in the ESA community. Each meeting or planning event has children and families at the focus to ensure that the right decisions are being made in their best interests as they work with NFC.

Most recently, NFC partnered with a partner agency to develop a flier containing contact information for all NFC foster care providers. The flier was designed to be distributed to relative foster parents to provide information on the process of becoming a licensed foster parent.

This past May, during Foster Care Awareness/Foster Parent Appreciation Month, NFC placed an advertisement in the Omaha World-Herald thanking foster parents for providing care to children and adolescents in need in our community. This advertisement also spoke of the need for foster parents for teenagers and encouraged interested potential foster parents to contact one of NFC's Foster Care Network providers.

Most recently, NFC has been working with its Foster Care Network to increase the number of licensed versus approved foster homes. NFC has been very active with its Foster Care Network to ensure that these homes become licensed and has been diligent in these efforts as it directly relates to LB 820.



Data extracted from Foster Care Statistics

<http://bf200x47/InfoViewApp/listing/main.aspx?parameter=main&appKind=InfoView&service=%2fInfoViewApp%2fcommon%2fappService.aspx>

Community and Stakeholder Engagement

Family Engagement – NFC has worked with stakeholders to include families’ participation in Family Team Meetings and Family Group Conferencing. NFC also includes family members in its Community Advisory Board, which meetings monthly.

Youth Engagement – NFC worked closely with the Project Everlast Council to plan and implement an Eastern Service Area Permanency Planning Conference for Older Youth. A strong youth voice is incorporated into all grant development that directly impacts older youth.

Grants Efforts – NFC has been engaging the community and partnership efforts through its grant efforts. Several types of community engagement in the community include:

- Project Everlast Regional (ESA) – The Permanency Planning Grant Coalition received a grant to plan and implement the second phase (action steps) to the Permanency Plan for Older Youth. The Coalition included present and former foster youth, foster parents, NDHHS, NFC, LFS, and the Foster Care Review Board.
- Developed a Grant Partnership with Omaha Healthy Kids Alliance, UNMC College of Public Health-Center for Reducing Health Disparities, Eastern Service Area Foster Care Agencies, and NFC to submit a grant to the Environmental Protection Agency.
- Developed a Partnership with Project Everlast, Nebraska Children and Families Foundation, UNMC College of Public Health-Center for Reducing Health Disparities, and NFC to submit a grant to the Robert Wood Johnson Foundation. Competed with 423 applicants to be selected as one of 54 finalists with 20 awards to be granted.

Schools (Omaha Public Schools) – NFC has been working with the Communities in Schools Program, targeting 10 schools with students who are at high risk not to graduate.

Medical – NFC has been working with the medical field to ensure that adequate health care services are available to current wards, and that youth who are aging out of the foster care system have ongoing medical care access.

MH/SA Magellan – NFC and Magellan have been working collectively to develop alternative services that can address the mental health and substance abuse needs of wards and their families and develop child welfare placement services within the network.

NFC has been involved in various community engagements and participates in multiple teams, workgroups, and outreach efforts on an ongoing basis. Here is a list of many of the groups that NFC is involved with as a community member.

- 1184 Multidisciplinary Teams (Douglas and Sarpy counties) – NFC is actively engaged into all 1184 Multidisciplinary Teams for Douglas and Sarpy counties. NFC will refer children and families for review by these teams for assistance with case planning and identifying treatment services that may be beneficial to the family. NFC collaborates with all team members and actively assists with other children and families that are presented during this team meeting.
- Billing and Claims Workgroup – NFC engages with providers during this meeting to discuss updates and trends that are occurring in child welfare.
- Douglas County Drug Court – NFC works with four (4) drug courts in Douglas County (3 family courts and 1 juvenile court). NFC has family and youth involved with all of these drug courts. NFC is active in planning for all families and the drug courts to ensure positive outcomes and success for all families and youth involved with the drug courts.
- Douglas County Court Collaboration – NFC is an active participant during the monthly meetings in the Douglas County Juvenile Court. NFC engages in the problem-solving and educational discussions to ensure that Families Matters reform is able to progress in key areas that are presented to this group.
- Foster Care Review Board – NFC works on a monthly basis with the Foster Care Review Board. NFC has assisted in CQI activities and works closely to improve the file retention and N-FOCUS documentation that will allow Board members to have adequate information to review the children and families during the month.
- Foster Youth Council – NFC attends monthly meetings with the Foster Youth Council and interacts during other community meetings. NFC provides a monthly forum for the Foster Youth Council staff to attend and provide information about activities occurring in the community for young people.
- Metro Child Abuse Coalition (MCAC) – This is a community group that provides education and training to community social workers and child welfare advocates. NFC is an active member and utilizes these community trainings to assist its staff in professional growth and development opportunities.
- Metro Hospital Medical School Worker Meetings – NFC participates in this meeting on a quarterly basis. This meeting has been beneficial to ensure that connections and relationships between area hospital social workers and NFC can be established. Through this quarterly meeting, NFC has been able to increase our understanding of the process and protocols established within area hospitals and what they require when children and families need additional assistance from the Child Welfare System.
- Nebraska Association of Homes and Services for Children (NEAHSC) – NFC participates in the Association with other providers to discuss issues and trends across the state.
- Omaha Independent Living Plan – NFC participates with multiple committees and groups associated with the Omaha Independent Living Plan. These connections and meeting have allowed NFC to have a greater understanding of the multiple resources available for young people in the Omaha metro area. NFC has a positive working relationship with many stakeholders and agencies that work with the Omaha Independent Living Plan.
- Sarpy County: Through the Eyes of Child – NFC attends the Sarpy County Model Court Meetings on a monthly basis. This meeting has allowed NFC to establish key relationships with court professionals and stakeholders involved with the Sarpy County Juvenile Court. NFC has been involved in focused discussions, which have facilitated a greater understanding of the Families Matters reform and allowed NFC to provide increase knowledge of our Service Delivery Model.

- Region VI TRY Team – This team has been integral in allowing NFC to establish key relationships with providers of Adult Mental Health and Developmental Disability Services in the Omaha Metro area. NFC has been able to work with this group to ensure that youth approaching the age of 19 have well-established and coordinated services as they age out of the Child Welfare Foster Care System.
- Omaha Community Partnership Meeting – This group meets monthly and includes key stakeholders in the Omaha community. The groups look at ways to better address the underlying issues faced by children and families in the Omaha community.
- NFC Roundtables – These are ongoing meetings with NFC network providers to review trends, discuss services, identify gaps in services, develop quality indicators, and develop performance-based contracting.
- Missing Runaways – NFC partners with Region VI Behavioral Healthcare to develop alternative placement strategies for runaway and missing youth identified through the Crisis Response program. Other community partners and providers also participate to identify service needs.
- Seneca Group, Family Findings – NFC has ongoing engagement and participates in community planning with Kevin Campbell to develop training and ongoing training to the NFC network and NFC staff. Planning with national experts is going to further develop family engagement and connections with families.
- Alternative to Detention Workgroup – NFC participates with key stakeholders to develop successful strategies and services for serving youth in alternative settings in the community.
- Jim Casey Youth Opportunities – NFC partners with various stakeholders to increase fostering connections and increase adoptions with youth transitioning to adulthood.
- Magellan Weekly Conference Call – NFC and Magellan of Nebraska have standing weekly conferences to discuss the systems issues related to NFC children and families. Topics include specific youth and Magellan’s alternative recommendations for treatment level of care, treatment packages for youth and families, and discussing the status of residential treatment of care authorizations or appeals.
- Residential Shelter Workgroup – In 2010, Residential Shelters and NFC adopted and enacted into a contract mandatory benchmarks for youth in shelter care. NFC, the Child Saving Institute, Boys Town, and Heartland Family Services participate in weekly phone calls and data collection in order to facilitate shorter length of stay in shelter settings using the benchmarks.
- Case Staffing Reviews – NFC and out-of-home agencies have collaborated to review youth who are currently in congregate-care settings to determine action steps to return the youth back to their community and their permanent home.
- Provider Newsletter/Training – NFC sends out a quarterly Provider Newsletter to its in-network providers to communicate information about contract changes and data related to the progress of reform. Training topics have included, but not limited to, the transition of families from DHHS and KVC, billing and claims, SDM training, the UM process, documentation training, and performance measures and outcomes.
- Planning for Permanency – NFC is working with foster care agencies in the ESA to create and execute permanency plans that will decrease the length of stay in foster care. Meetings focus on discussing recruitment and retention plans for the ESA and recruitment of agency and relative foster homes to become forever families.
- Community Advisory Board – The NFC Community Advisory Board is responsible for providing recommendations to the NFC Board of Directors concerning the structure, model of service coordination, and service delivery in the Child Welfare System in the Eastern Service Area. The group also assists in the identification of any service gaps or needs of children and families served by NFC.

Responsiveness to Requests from Policymakers and the Legislature

NFC participates in providing responses to timely requests from policymakers and the Legislature. This last legislative session, NFC provided reports, data, CFSR measures, and progress and status reports to stakeholders. Requests made by policymakers and legislatures include information on the role of case managers, foster parent payments, access to care standards, caseload standards, financial reports, outcome data, and other reports. NFC is committed to outreach efforts that are focused on educating all stakeholders so that informed decisions can continue to be made to determine future reform efforts and progress in the Eastern Service Area.

NFC fully intends to participate and comply with requests for data as determined by the Department and the HHS Committee. NFC is prepared to submit reports as outlined in LB 1160, Sections 6, 7, 8 and 9. Further, NFC is prepared to comply and participate in requests and information sharing so that the national evaluator can be engaged and knowledgeable in evaluating Nebraska's child welfare system.