

PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

**Department of Health and Human Services
Division of Child and Family Services
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Ph: (775) 684-4400**

And

Independent Contractor: _____
Address: _____
Ph: _____

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and
WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Provider Agreement Contract ("Contract") shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective subject to Board of Examiners' approval and from approval of both parties to _____ (not to exceed the end of the tenth (10th) fiscal year from the date of approval, unless sooner terminated by either party as specified in paragraph ten (10)).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT AA: SPECIALIZED FOSTER CARE PROVIDER APPLICATION AND SCOPE OF WORK;
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;
- ATTACHMENT DD: RATE SCHEDULE;

ATTACHMENT EE: FISCAL PROCEDURES; and
ATTACHMENT FF: ADDITIONAL INFORMATION

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as specified in ATTACHMENT DD. For all independent contractors providing services under this Contract, cumulative payments in any Fiscal Year shall not exceed the Legislatively approved budget amount. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of

Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
 2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, 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. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____ Independent Contractor's Signature	_____ Date	_____ Independent's Contractor's Title
_____ Signature	_____ Date	_____ Administrator Division of Child and Family Services Title

This Contract was approved as to form by the Nevada State Board of Examiners on May 13, 2014.

This Contract was approved as to form by a Deputy Attorney General for the Attorney General on February 27, 2014.

ATTACHMENT AA
Specialized Foster Care
Provider Application and Scope of Work
for Specialized Foster Care Agency

Services are to be provided upon referral by the Division of Child and Family Services (DCFS) and based upon sole discretion by DCFS for such referrals. DCFS does not guarantee provider will receive any referrals. DCFS reserves the right to withdraw youth from a Specialized Foster Care placement at any time.

Nevada Medicaid Enrollment

DCFS requires all Specialized Foster Care Agencies to be enrolled with Nevada Medicaid as a behavioral health provider type 14 or 82. Provider agencies must be qualified to provide the required Basic Skills Training, which will be reimbursed through Nevada Medicaid. Please provide your Medicaid Billing information below. If you have not enrolled with Nevada Medicaid, you must complete Nevada Medicaid enrollment before continuing this packet.

Provider Type: 14		Provider Type: 82	
NPI #:		NPI #:	
Medicaid Provider #:		Medicaid Provider #:	
Effective Date:		Effective Date:	

Foster Home Licensure

	Attached
DCFS requires current Foster Home licensure issued by a Nevada Child Welfare Agency for individual foster homes. If you do not have a current license, you must obtain proper licensure before continuing this packet.	<input type="checkbox"/>

Application Packet Attachment Checklist

Attachment Label:	Content:	Attached
Section I of Application:		
Attachment Section I-3 (p.4)	Resumes of each "owner, corporate officer, and/or members of the Board of Directors or governing body."	<input type="checkbox"/>
Attachment Section I-5 (p.5)	Current Organization Chart which shows lines of administrative authority.	<input type="checkbox"/>
Attachment Section I-6 (p.5)	Bylaws which include qualifications of governing body members and articles of incorporation.	<input type="checkbox"/>
Attachment Section I-7 (p.5)	Current State of Nevada Business License.	<input type="checkbox"/>
Attachment Section I-9 (p.6)	Deed(s) or Property tax bill of the agency office address. (if applicable)	<input type="checkbox"/>
Attachment Section I-10 (p.6)	Lease or rental agreement and landlord approval (if applicable)	<input type="checkbox"/>
Attachment Section I-13 (p.6)	Financial Business Plan and report from an independent auditor of the complete financial information for the foster agency for the immediately preceding fiscal year.	<input type="checkbox"/>
Attachment Section I-15 (p. 8)	Job Descriptions	<input type="checkbox"/>
Section III of Application:		

Attachment Section III-5 (p.12)	Agency Treatment Plan Template	
Attachment Section III-6 (p.12)	Agency Crisis Plan Template (which identifies methods to prevent the child/youth from engaging in harmful behaviors or activities).	
Section IV of Application:		
Attachment Section IV-4 (p.13)	Agency Disaster Plan	
Section V of Application:		
Attachment V-7 (p.15)	Pre-Service Training Curricula	
Section VII of Application:		
Attachment P (p.18)	Placement Contract	
Section IX of Application:		
Attachment Section IX-1 (p.24)	Agency Policy and Procedure as to how relevant statutes and administrative codes will be reviewed, trained on, and operationalized including the training curriculum.	
Section X of Application (Policy and Practice Standards for A-Z below):		
A (p.26)	Admission and Discharge	
B (p.27)	Service and Treatment Philosophy and Treatment Model	
C (p.28)	Behavior Management	
D (p.29)	Case Management	
E (p.30)	Child and Family Team	
F (p.34)	Child-Family Contact and Relationships	
G (p.35)	Continuous Quality Improvement	
H (p.37)	Crisis Triage	
I (p.38)	Cultural Competence	
J (p.39)	Discipline	
K (p.41)	Dispute Resolution	
L (p.42)	Incident Reporting	
M (p.44)	Mandatory Reporting	
N (p.45)	Medication Administration and Monitoring	
O (p.47)	Permanency Planning	
P (p.48)	Placement Contracts	
Q (p.52)	Privacy and Confidentiality	
R (p.55)	Restraint and Manual Guidance	
S (p.57)	Rights of Child in Foster Home	
T (p.60)	Sharing Information and Documentation	
U (p.61)	Structured Therapeutic Environment	
V (p.62)	Suicide Awareness and Prevention	
W (p.63)	Transportation	
X (p.64)	Trauma-Focused Care	
Y (p.69)	Treatment Planning	
Z (p.71)	Well-Being	

Specialized Foster Care
Division of Child and Family Services
Provider Application Packet

Purpose: The purpose of this Provider Application Packet is to approve Foster Care Agencies who wish to provide specialized foster care services through Specialized Foster Homes or Group Foster Homes (Specialized Foster Care Agencies). Treatment services are for youth in need of an integrated constellation of services with key interventions and supports provided by treatment foster parents or agency staff who are trained, supervised and supported by qualified program staff. Children who qualify for residence in treatment homes have received a comprehensive assessment which includes a psychiatric (DSM) diagnosis which can include any number of severely emotionally disturbed (SED) behaviors. In addition, it has been determined that these children's needs could not be met in regular family foster care. This packet is for agencies wishing to provide services to youth in DCFS Custody and Parental Custody youth. This packet contains information for agencies interested in providing care in the following categories:

Foster Care Agency: A Foster Care Agency means a business entity that recruits and enters into contracts with foster homes to assist an agency which provides child welfare services and juvenile courts in the placement of children in foster homes.

Specialized Foster Home: A Specialized Foster Home is the preferred type of home for children with SED which provides full-time care and services for one to six children who require special care for physical, mental or emotional issues. This type of foster home must have the primary caregivers living in the home as full time residents. A Specialized Foster Home will typically start at 2 beds. The increase in the number of beds licensed will depend on the caregivers experience, training and demonstrated abilities. The Foster Care Agency must have qualified staff and infrastructure to recruit, train, support and supervise these homes.

Group Foster Home: A Group Foster Home is a foster home which provides full-time care and services for 7 to 15 children. Group Foster Home applicants for Specialized Foster Care provide full-time care and services for 7 to 15 children who require special care for physical, mental or emotional issues. This type of home is operated by qualified staff that has a rotating schedule. This type of home can be licensed for up to 15 youth depending on the capacity of the facility and the agency's ability to staff according to licensing requirements.

Specialized and Group Foster Homes are typically under a Foster Care Agency. These agencies are profit or non-profit corporations that provide treatment level services and support for children with SED.

Specialized Foster Homes and Group Foster Homes provide full-time care and services for children who are:

- 1) Under 18 years of age or who remain under the jurisdiction of a court;
- 2) Not related within the first degree of consanguinity or affinity to the person or persons maintaining the home; and
- 3) Received, cared for and maintained, for compensation or otherwise, including the provision of free care.

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Section I Administrative

Instructions: It is important to fully outline your current program capacity to meet the needs of children your organization is designed to address. Please provide a full and clear description of agency resources that are capable to meet the needs of the children currently, and those resources your organization will have in the near future. Please ensure that each section is addressed and that they are clearly marked, using the same lettering/numbering to reflect the lettering/numbering in this application. The most common reason for returned applications is incomplete responses in this section.

Provide the following:				
1.	Agency Name (as filed with Secretary of State)			
	Agency Address			
	Name of Agency Director			
	Agency Telephone Numbers: Office: _____ Second Office: _____ Cell: _____			
	Type of Provider: <input type="checkbox"/> Family-based <input type="checkbox"/> Group			
2.	Type of business structure, i.e. sole proprietorship, corporation, non-profit, etc.:			
3.	Names, addresses (business and residence), and telephone numbers of all owners, corporate officers and/or members of the Board of Directors or governing body. Use another piece of paper if necessary. Please attach the resume of each member as Attachment Section I-3.			
	Name	Business and residence addresses	Business and residence phone number	Membership Position

Name	Business and residence addresses	Business and residence phone number	Membership Position
4. Names and positions of any paid staff that are board members or related to board members, if applicable.			
Name		Position	
5. A current organizational chart which shows lines of administrative authority. Please attach as Attachment Section I-5.			
6. Copies of bylaws which include qualifications of governing body members and articles of incorporation, if applicable. Please attach as Attachment Section I-6.			
7. A copy of a current State of Nevada business license. Please attach as Attachment Section I-7.			
8. Name(s) and address(es) of the property owner(s) for the central office and sub offices.			
Name		Address	

9.	A copy of the Deed(s) or Property Tax bill of the agency office address as proof of property ownership. Please attach as Attachment Section I-9.
10.	If property is leased or rented, provide a copy of the lease or rental agreement and landlord approval. Please attach as Attachment Section I-10.
11.	<p>A statement concerning staffing pattern (NAC 424.250). Group Foster Homes complete Staff Work Schedule—page 7 of this application.</p> <p>For Specialized Foster Homes, discuss how you will ensure minimum staffing pattern is met, for example: when one parent takes a child to an appointment, when a parent becomes ill, when children are placed in respite care, etc.</p>
12.	Job Descriptions for each classification to be used by the agency. Use page 8 of this application for each job description.
13.	Attach a copy of the financial business plan and a report from an independent auditor of the complete financial information for the foster care agency for the immediately preceding fiscal year as Attachment I-13.

Job Description - Section I-15

Provide Job Descriptions for each classification to be used by the agency, including the Director, caseworker, and clinical/treatment staff. For each job description include:

Job Classification:

Duties and responsibilities:

Minimum qualifications (Please attach resumes for the director, program supervisors and caseworkers as Attachment I-15):

Special skills needed to perform the job:

Lines of supervision:

Section II
Agency Description

Outline the history, purpose, methods, and services, of the agency. Include an overview of the agency's services and programs.

1. Outline the agency's history.

2. Describe the agency's philosophy, goals and objectives (including the purpose and motivation for providing specialized foster care).

3. Describe the agency's admission policy and intake procedures. Include reasons that the program might decline referrals based on the mission, capacity, service contract/limitations or specialized population. Also, describe how the agency will:

1. Notify the licensing authority before authorizing a placement for a child not under the jurisdiction of the licensing authority or juvenile court.
2. Seek approval of the licensing authority before placing a child from another state to in order to determine the provisions of the Interstate Compact on the Placement of Children.
3. Give priority to the child welfare agency or juvenile court in assisting with the placement of a child.

4.	What population is the program designed to service including age, gender, and specialized population.
5.	How will children be assessed according to Medicaid State Manual Chapter 400 assessment process?

Section III
Treatment Philosophy and Approach

1.	Describe the agency's treatment philosophy. (See Section B Policy and Practice Standards for Service and Treatment Philosophy and Treatment Model).
2.	Describe the services the agency will provide (behavioral, clinical and rehabilitative).

3.	Describe a typical target period by which a child is expected to complete the program.
4.	Describe the treatment planning process used by the agency.
5.	Include a template of the agency's treatment plan. Please attach as Attachment Section III-5.
6.	Include a template of the agency's crisis plan document, which identifies methods to prevent the child/youth from engaging in harmful behavior or activities, as Attachment III-6.

**Section IV
Facility – Disaster Plan**

Describe the agency's plan for responding to disasters, i.e., floods, fires, etc:	
1.	Protocol for notifying the child's legal custodian of the child's whereabouts and condition.
2.	Communications protocol among agency staff and local fire, law enforcement, civil defense and other disaster authorities.
3.	Training for agency staff and licensed foster parents in their duties and responsibilities under the disaster plan.
4.	Include a copy of the Agency's disaster plan. Please attach as Attachment Section IV-4.

Section V
Selection, Qualification, and Pre-Service Training for
Licensing Foster Parents and Agency Staff

1.	Describe the recruitment plan and selection criteria for prospective foster parents.
2.	Describe the qualifications for prospective foster parents.
3.	Describe the plan for providing the required minimum 40 hours of pre-service training to foster parents and agency staff. Refer to NAC 424 (section 47) for training requirements. Be sure to delineate which agency staff positions will be required to obtain the 40 hours of pre-service training.

4.	Describe your plan for complying with the initial training requirements as set forth in NRS 424.0365.
5.	How will the training be documented?
6.	Describe how you will train on agency policies.
7.	Provide a copy of your pre-service curricula as Attachment V-7.
8.	Describe how the foster care agency will conduct an evaluation (at least annually) of each foster home with which the foster care agency has a contract for the placement of children. Refer to AB 348 Section 21.5.

Section VI
Continuing Training and Education for
Foster Parents and Agency Staff

1.	Describe the plan for providing the required minimum of 20 hours of continuing/advanced training to foster parents and agency staff. Refer to NAC 424 (section 49) for training requirements. Be sure to delineate which agency staff will be required to complete the 20 hours of continuing training.
2.	Describe the plan for complying with the annual training requirements as set forth in NRS 424.0365.

3.	How will advanced training needs be identified and met?
4.	What additional/specialized topics will the agency train foster parents on that is beyond what is required or is unique to your program?
5.	How will recipients of training be given the opportunity to evaluate the training?
6.	How will the training be documented?

Section VII
Services Offered
Placement Support and Services to Foster Parents

1. Describe the agency's services to licensed foster parents. Please include:

a. Orientation for foster parent applicants. What support, supervision and case management services will the agency provide?

b. Each agency must implement a Placement Contract with each family. Please provide a template of your Placement Contract. See Attachment P-Placement Contracts.

c.	Describe your respite program and how you will implement it.
2.	Describe the procedures for an emergency discharge or removal from the home. (The agency must notify the placing agency 10 or more working days prior to the date of removal.)

Section VIII

Adherence to Requirements for: Child Eligibility Criteria, Home Passes, and Participation in Performance and Quality Improvement with the Division of Child and Family Services

The contracting agency, Division of Child and Family Services and the Specialized Foster Care Agency agree to adhere to the requirements of Child Eligibility Criteria, Home Passes and Performance and Quality Improvement with the Division of Child and Family Services

Child Eligibility Criteria

A. Child Eligibility Criteria – Admission, Must meet All of the following

1. Child is Fee for Service Medicaid eligible, and
2. Level IV or above on Intensity of Needs per Medicaid Services Manual Chapter 400, and
3. Conditions are directly attributed to a mental disorder as the primary need for professional attention, and
4. It has been determined that the current disabling symptoms cannot be managed, or are not manageable in a less intensive treatment program and there is evidence that the child's presenting emotional and/or behavioral problems prohibit full integration in a family/home setting without the availability of a 24 hour crisis triage, behavior management and intensive clinical interventions from professional staff, and
5. The child is medically stable and not actively suicidal or homicidal, and not in need of chemical dependency detoxification services, and
6. The legal guardian or custodian of the child agrees to participate in the treatment planning and service delivery, and
7. Child has Rehabilitative Mental Health Services on a Rehabilitation Plan developed by the Child and Family Team and authorized by the Division of Health Care Financing and Policy's QIO-like vendor which includes Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/staff.

B. Child Eligibility Criteria – Continuing Stay, Must Meet All of the Following:

1. Child is Fee for Service Medicaid eligible, and
2. Level IV or above on Intensity of Needs per Medicaid Services Manual Chapter 400, and
3. Documentation describes the child's progress toward related goals in the Rehabilitation Plan, but these goals have not yet been achieved, and
4. The child continues to meet the admission criteria, or the emergence of additional problems that meet the admission criteria, and
5. With the retention of this service, relapse of identified problem behaviors can be prevented, and
6. The child's progress confirms that the presenting or newly defined problem(s) will respond to the current treatment OR, if the child is making minimal progress, the Rehabilitative Plan has been revised by the Child and Family Team, and
7. Progress in relation to specific symptoms or impairments is clearly documented, and
8. The legal guardian or custodian of the child agrees to participate in the treatment planning and service delivery, and
9. Child has Rehabilitative Mental Health Services on an updated Rehabilitation Plan developed by the Child and Family Team and authorized by the Division of Health Care Financing and Policy QIO-

like vendor which includes continued Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/ staff.

C. Child Eligibility Criteria – Continuing Stay for Child whose CASII Score is at Level III

1. Child is Fee for Service Medicaid eligible, and
2. Clinical justification by QMHP that child's needs are higher than a CASII Level III and approved by the Division of Health Care Financing and Policy's QIO-like vendor, and
3. Documentation describes the child's progress toward related goals in the Rehabilitation Plan, but these goals have not yet been achieved, and
4. The child continues to meet the admission criteria, or the emergence of additional problems that meet the admission criteria, and
5. With the retention of this service, child can prevent relapse of identified problem behaviors can be prevented, and
6. The child's progress confirms that the presenting or newly defined problem will respond to the current treatment OR, if the child is making minimal progress, the Rehabilitation Plan has been revised by the Child and Family Team, and
7. Progress in relation to specific symptoms or impairments is clearly documented, and
8. The legal guardian or custodian of the child agrees to participate in the treatment planning and service delivery, and
9. Child has Rehabilitative Mental Health Services on an updated Rehabilitation Plan developed by the Child and Family Team and authorized by the Division of Health Care Financing and Policy QIO-like vendor which includes continued Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/staff.

D. Child Criteria for Ineligibility

1. Child does not meet eligibility criteria under A, B or C. above, or
2. Child does not receive Rehabilitative Mental Health Services within the treatment home provided by treatment home parents/staff.

Home Passes

Home Passes Must Meet the Following Requirements

- A. Must be approved by the placing agency;
- B. The limit of home pass days during a single calendar year across all treatment home agencies serving that child is 25 days;
- C. Are limited to 72 hours per pass;
- D. Are for overnight visits with family for reunification/permanency or for transition to step down lower level placement;
- E. Are not for acute hospitalization;
- F. The treatment home agency is available to respond to circumstances that may necessitate the early immediate return of a child from a home pass;
- G. If a child moves to another treatment home agency during the calendar year, the discharging treatment home agency must notify the new admitting treatment home agency of the number of the home pass days used by the child in the calendar year to date;
- H. The treatment home agency will report the number of home pass days used by each child in the previous month and in the calendar year to date monthly to the contracting agency;

- I. Home passes are to be documented in each child’s treatment home agency record. Documentation must include purpose, dates, times, family member taking child on pass and placing agency approval.

Performance Quality Improvement with the Division of Child and Family Services

The Division of Child and Family Services shall evaluate the treatment home agency in the areas of:

- A. Child safety;
- B. Movement toward a stable, less intensive level of care or independence;
- C. Measurable skills;
- D. Pro-social behavior;
- E. Improved functioning;
- F. Client, family and stakeholder involvement; and
- G. Reporting and compliance.

The Specialized Foster Care Agency and any and all Specialized Foster Care providers will work in compliance with the Division of Child and Family Services’ performance and quality improvement system, which includes but is not limited to:

- risk measures and departure conditions
- site reviews
- case record reviews
- client, family and stakeholder satisfaction
- the ongoing monitoring and evaluation of performance

I understand and agree to comply with all the requirements described in Section VIII - Child Eligibility Criteria, Home Passes, and Participation in Performance and Quality Improvement with the Division of Child and Family Services.

Signature

Title

Date

Section IX Policy and Practice Standards

1.	Submit the agency's policy and procedures as to how relevant statutes and administrative codes (NAC 424-Foster Care Regulations or NAC 432 A-Child Care Licensing Regulations, and NRS 424 Foster Homes for Children or NRS 432 A Services and Facilities for Care of Children) will be reviewed, trained on, and operationalized. Include a copy of the training curriculum. Please attach as Attachment Section IX-1.
2.	<p>Guidance for Developing Policy and Procedures from the Practice Standards</p> <p>The Policy and Practice Standards were created to help provider agencies develop policies and procedures on topics required in the Nevada Revised Statutes or that are standard practices outlined in the Program Standards for Treatment Foster Care published by the Foster Family-based Treatment Association. An agency policy for each Policy and Practice Standard must be submitted with the Specialized Foster Care application.</p> <p>Agency policies and procedures must include the following components.</p> <ol style="list-style-type: none"> 1. Purpose of the policy: A concise statement of the rationale for the policy. A summary of the important policy content. A description of who the policy applies to within the agency and the consequences for non-compliance, if applicable. 2. Policy authority: The highest administrative officer authorizing the policy. If appropriate, what is the next required review date. 3. Definitions of terms 4. Implementation procedures: A description of the procedures that are recommended in order to carry out the intent of the policy. Provide the necessary procedural and "how to" information. This can be done in an outline format of each step required, a checklist of what needs to be done, an explanation of how to complete the necessary forms, etc. 5. Staff understanding of the policy: Describe a process of how staff indicated reading and understanding the policy. A sign-off procedure for policy and procedure implementation. 6. Attachments: A collection of the documents, forms, checklists, screens, etc. needed to implement the policy. 7. Training on policies and procedures: Described how training is conducted and how often. How is the training and staff participation documented? <p>Submit the agency's policies and procedures on the following topics. Please attach as Attachment Sections X: A-Z.</p> <ol style="list-style-type: none"> A. Admission and Discharge B. Service and Treatment Philosophy and Treatment Model C. Behavior Management D. Case Management E. Child and Family Team F. Child-Family Contact and Relationships G. Continuous Quality Improvement H. Crisis Triage I. Cultural Competence J. Discipline K. Dispute Resolution L. Incident Reporting

- M. Mandatory Reporting
- N. Medication Administration and Monitoring
- O. Permanency Planning
- P. Placement Contracts
- Q. Privacy and Confidentiality
- R. Restraint and Manual Guidance
- S. Rights of Child in Foster Home
- T. Sharing Information and Documentation
- U. Structured Therapeutic Environment
- V. Suicide Awareness and Prevention
- W. Transportation
- X. Trauma-Focused Care
- Y. Treatment Planning
- Z. Well-Being

Section X Attachments

Attachment A: Policy and Practice Standards for Admission and Discharge

Admission

The Program's admission criteria and intake policies and procedures shall provide for timely processing of referrals and notification to the referral source, and outline the steps and necessary requirements for admission. An admission policy will clearly state which children will be admitted, and what is needed in order to admit a child. It will also prohibit discriminatory selection processes while delineating reasons that the program might decline referrals based on the mission, capacity, and service contract requirements/limitations.

Admission policies and procedures shall include efforts to adequately prepare children and youth for placement. Guided by the child or youth's needs, policies must include whenever possible activities to allow the child and potential treatment family to become familiar with each other. Also as appropriate, children, youth and families shall be consulted as to their preference for placement with specific treatment families. Their preferences should be considered as major factors in placement decisions whenever possible. Matching shall include careful consideration as to the child's needs and preferences and the ability and willingness of the treatment family to meet the child's needs and to accommodate his/her preferences.

Admission decisions shall be based on a comprehensive review of the case materials which include:

- Current case plan (s)
- Social history information
- Psychological assessments
- School information
- Medical information
- Previous placement history and outcomes
- Potential problems
- Information on the child's/youth's skills, interests, talents and other assets.

In addition to the record review, the clinician must assess the child through a personal interview to begin the process of treatment planning. Included in the assessment shall be the children/youths' preferences, strengths, and capabilities.

The Children's Uniform Mental Health Assessment (CUMHA) is the recommended tool to utilize in completing a comprehensive assessment. The CUMHA was developed to be used across child serving agencies so that information can be shared in a standardized format. A detailed and complete assessment provides the foundation for understanding and addressing the needs of the child and developing an effective treatment plan.

Discharge

Discharge planning shall begin at the time of placement. Discharge planning shall occur ongoing and be reviewed during each treatment planning meeting. Discharge planning shall include preparing youth and family for transitions to enhance the child's opportunities for success and well-being in the new environment. At least a 10 working days' notice of any request for the removal of the child from the home is required unless there is a written agreement to the contrary or an immediate and unanticipated danger to the foster child or another person if the child is not removed before that notice can be given. A discharge summary which includes a description of the course of treatment, major treatment or aftercare recommendations and outcomes shall be provided.

Attachment B: Policy and Practice Standards for Service and Treatment Philosophy and Treatment Model

The Specialized Foster Care Agency will have a policy on Service and Treatment Philosophy and on the Program's Treatment Model.

A policy on service and treatment philosophy is a statement describing a system of beliefs, values or principles guiding the Program's practice. The service and treatment philosophy should affirm a focus on all aspects of the child's development, including physical, social, emotional, cognitive, cultural, and spiritual within a strength-based approach to treatment.¹ The service and treatment philosophy statement will focus on children with physical, mental, emotional, or behavioral issues.

A policy on a Program's treatment model is a statement articulating the treatment model or approach consistent with the Program's service and philosophy policy that is evidence-based or evidence-informed. The policy describes the core components of the treatment intervention, how staff is trained, and how the model is sustained within the Program.

A policy on the Program's treatment model will include a description of the staffing patterns that allows for the intensity of service required in Specialized Foster Care and for implementation of the treatment model.

¹ Foster Family-based Treatment Association (2013). *Program Standards for Treatment Foster Care (4th ed.)*. Hackensack, NJ: Author

Attachment C: Policy and Practice Standards for Behavior Management

The Specialized Foster Care Agency will have a policy on Behavior Management.

Implement a standardized curriculum that targets the emotional and behavioral issues of children in specialized foster care within each Specialized Foster Care Agency. The curriculum will increase and enhance the knowledge and skills of specialized foster care staff and parents in addressing emotional and behavioral issues, to include addressing trauma related to multiple placements.

Each provider agency will maintain a current written policy for behavior management provisions. The policy will include:

- a) The goal and purpose of the agency's discipline and behavior management program;
- b) Approved methods of discipline;
- c) Behavior management strategies for children with physical, mental or emotional issues;
- d) The agency's method of monitoring and documenting implementation of the policy.

Training

- The provider agency will require staff to have ongoing education, training and demonstrated knowledge of behavioral management techniques. Staff should be able to identify behavioral and environmental triggers that may cause emergency safety situations.
- Staff training should be provided by qualified individuals who possess expertise, education and experience in behavioral management intervention techniques. The techniques taught to staff should include exercises that allow participants to demonstrate competence in the acquired skills they have learned.
- Provider agencies will document in personnel records that training and demonstration of competency were successfully completed. Documentation must include the date training was completed and person certifying competency.
- Every provider agency will ensure that every new staff person successfully completes training in behavior management interventions prior to working directly with children.
- It is the responsibility of the provider agency to ensure that all staff members working with children, including part-time and on-call personnel utilized by the facility and who may not be regular employees have successfully completed the same training required of the regular staff for the agency.

Supervision

- Each provider agency must ensure that a process is in place to ensure that the use of behavior management techniques is routinely addressed in individual and/or group supervision with all direct service and clinical staff. Such supervision will focus on analyzing individual interventions and patterns of intervention to identify ways to increase the effective use of prevention methods.
- Provider agencies also will institute provisions to ensure that employee annual performance evaluations include an assessment of the staff member's effective use of authorized behavior management techniques.
- Provider agencies will have a policy that outlines procedures for the discipline and/or discharge of personnel who violate the facility's policies and procedures on the use of behavior management.

Foster Care Regulations prohibit the use of any activities that infringe on the civil rights of children to be included in a facility's discipline or behavior management program.

Attachment D: Policy and Practice Standards for Case Management

The Specialized Foster Care Agency will have a policy on Case Management.

Children and youth shall receive case management services to ensure that multiple services are delivered in a coordinated and therapeutic manner and that the child/youth can move through the system of services in accordance with their changing needs.

In collaboration with the Child and Family Team, assist with identifying, implementing, and monitoring of applicable educational, medical, and behavioral health services in relation to the treatment home environment.

Attachment E: Policy and Practice Standards for Child and Family Teams

The Specialized Foster Care Agency will have a policy and procedure to inform staff and treatment parents about their role in Child and Family Teams. Staff and treatment parents providing specialized foster care shall:

- Have knowledge and understanding of the Child and Family Team (CFT) meeting process and systems of care (SOC) values and principles;
- Have an understanding of their role as not only caregivers but as active agents of planned change and invaluable member of the treatment team;
- Attend CFTs and participate in developing the treatment plan and reviewing progress in order to provide information about the child or youth's functioning in the specialized foster care setting;
- Assume primary responsibility for implementing the in-home treatment strategies specified in the treatment plan;
- Be informed that any team members may request a CFT meeting in order to address concerns and modify the plan if needed in order to meet the needs of the child;
- Keep detailed records of the child's behavior and progress.

Child and Family Team Meeting Process and Systems of Care Values and Principles

To help ensure fidelity to the process and model which promotes individualized and integrated services, the following information shall be shared with all members of the child or youth's team:

A **Child and Family Team** shall be defined as:

A family-driven, child-centered, collaborative service team focused on the strengths and needs of the child and family. The team consists of the child recipient (as appropriate), parents, service professionals and may also consist of family members, care providers, and other individuals identified as being integral to the child's environment or mental health rehabilitation.

A **Facilitator** shall be defined as:

A person who ensures that the values and steps of the process are delivered with the highest possible fidelity to the national best practices as possible (resource-dependent), while still allowing for local individualization of the process.

Service providers shall develop and monitor treatment plans / plans of care in a CFT incorporating systems of care values and principles.

Providers must be committed to the provision of high quality services and should promote utilization of high fidelity wraparound principles. Providers shall strive to incorporate the core elements of a CFT. While providers may develop specific policies focusing special attention on matters of process and timeliness, core elements will remain uniform.

Core elements include the following:

Family Driven: Families have a key-decision role in the care of their own children. This includes: choosing supports, services, and providers; setting goals; designing and implementing programs; monitoring outcomes.

Example: A family may choose a regular weekly bonding activity instead of “classes”. Such activities can be monitored and outcomes measured by workers.

Youth Guided/Youth Directed/Youth Driven: Youth must be heard and listened to. In order to obtain their full, authentic involvement we must provide them with tools and opportunities to participate in the process. Youth must be asked for their input at the CFT and that input needs to be taken into consideration when making the plan. If the youth is unable to attend, their input needs to be taken into consideration by the team when making the plan.

Example: Johnny enjoys working with cars with his dad and thinks this would be a good activity for spending time together.

Strengths-based: The plan recognizes and builds upon each family’s unique strengths which are the cornerstone for immediate and future success.

Example: If a family likes to listen to music, then make that a bonding or visitation part of the plan as a family activity.

Comprehensive Array of Traditional and Non-traditional Services: Includes the full range of services and supports from public and private agencies as well as the community. Non-traditional services can include, but are not limited to, recreation, faith-based activities, and the performing arts. These services should be accessible in a timely and meaningful manner to support positive outcomes for families.

Example: If there is no waiting list at a faith based support the family is interested in going to and becoming involved in, encourage them to attend the same.

Common Intake and Assessment: Strengths, needs and cultural discovery Commitment by all partners to the collection of common information in the assessment. Information collected, with proper consent, can be shared across systems. Service providers from each agency should be using the strengths, needs and cultural discovery assessment whenever possible. Using this document of the family’s strengths and what they’re good at, their needs and what they see will help them, and matching that with what will work in their culture.

Example: Rurally acculturated Nevadans may have a unique cultural viewpoint which should be assessed and, where applicable, included in the plan.

Outcomes, Evaluation, and Quality Improvement: Outcomes are evaluated at the individual level to measure the quality of care. Follow up occurs at each CFT to see if the goals have been met and brainstorming on changes if they have not. When goals have been met, the team moves forward with the plan. Results from evaluation and quality improvement processes are used to make decisions and to guide the CFT. Evaluation and quality improvement activities include:

- How to best meet the needs of children, youth and family;
- Determining if services and supports are working and used;
- Determining the cost of services and supports;
- Assessing the need for additional resources and services;
- Providing feedback to those who provide services and information.

Workforce Practices: The intention is to facilitate family and youth choice in achieving positive outcomes for children and families, and to support the service delivery system. When legally and ethically allowed, collaboration should occur across agencies. When possible, support and training is advisable across agencies so providers 1) know the roles of each professional and 2) an atmosphere of mutual respect exists.

Example: Mental health professional puts ideas on the table that juvenile justice representatives may not be able to follow because of court mandates. All ideas are listened to and respected although alternative reasons why some cannot be done are also respected. When necessary, barriers need to be analyzed and removed wherever possible.

Culturally and Linguistically Competent/Responsive: Recognizes that every family has individual cultural values. Services are responsive with an awareness and respect of the importance of values, beliefs, traditions, customs, and parenting styles of families. Nevada consists of a widely diverse population, including tracts or with anti-regulatory sentiment. The possibility of encountering highly distinctive cultural, religious, political, and ethical beliefs is significant. There can be wide gaps in these areas between urban and rural communities. Services also take into account the varying linguistic needs of individuals who speak different languages, have varying literacy skills, and who need a variety of communication formats.

Example 1: Group discussion and practice may be different in rural areas where anonymity is unlikely. Rural staff may need to flexibly adapt the process consistent with family concerns.

Example 2: Make sure there are interpreters when needed for people who speak a different language or may need services in different format, e.g. sign interpreters etc.

Example 3: Additionally, recognize that culture is not about color; there is a family that is very vocal and loud because of their culture and background. Some people may interpret this as abusive. When you have seen the family function as a whole and know that is their background you can be more responsive to that culture.

Community-based Services and Supports: Afford families early intervention and services in the communities where they live. Such services and supports allow families to remain intact **and** recognizes that children, youth and families thrive in the context of their homes, communities and schools.

Example: A family is told that their child is out of control and would be better in foster care. That family would rather have the supports to keep that child in the home and wonders why they would put the supports in the foster care environment and not the family environment.

Recommended Child and Family Team Process

Specific CFT meeting procedures will vary depending on workforce availability and other resources such as flexible spending pools. While Wraparound in Nevada (WIN) is a best practice for child and family teams in the State of Nevada, legislatively mandated caseload considerations, rural distance considerations, or other specific factors may prevent implementation of full fidelity CFT meetings. The following are recommended practices within a CFT meeting:

1. **Family Engagement** – meeting with the family, getting to know them. Letting them get to trust you. Telling them what you are there for. Explain the process of CFT and the role they will play in their own service delivery.

2. **Stabilize Crisis** – If there is an immediate crisis, handle it now. (power is off, getting evicted right away, severe illness)
3. **Strength Needs and Culture Discovery** - This will be done over a few visits. Talk to the child(ren) and the family. Find out what the strengths are, what things looked like when they were good. What makes them happy?
Find out the needs: for example, what would make them happy at this time? What they see as their problems? What they would like to change?
The culture of the family: for example, how were the adults raised? How are the children being raised? How do they celebrate holidays? What do they do on the weekends? Do they belong to a spiritual/religious/faith group? What kind of food do they eat?
 All this information is put in a document. The family will get to read and approve it first. Then copies will be made for the team at the first CFT. This document can be added to as time goes on.
4. **Who gets invited?** Family, friends and relatives the family feels are supportive. Providers that may be mandated by the court and other providers that work with the family are invited. Providers that might work with the family in the future are invited to offer their services if appropriate. Informal supports, i.e. minister, coach, etc. are invited to give input and offer support.

CFT Meeting

1. **Agenda** is created by the family, facilitator and other team members before the meeting
2. **Meeting Rules** are created by the family, facilitator and other team members at the first meeting. Go over the rules at the beginning of each meeting. (how long the meetings will last, no blame no shame, etc)
3. Base the substance of the meeting on the strengths and needs, any court mandates, and a long range vision.
4. **Select short term goals** usually 2 or 3 to start with. The family chooses which ones are their highest priority, taking into consideration court mandates.
5. **Develop Plan of Care/Case Plan** The team comes up with ways to meet those needs, be it services or informal supports. The family and other team members take a responsibility for steps to take before the next meeting to meet the goals to be achieved. (The team brainstorms, based on the strengths, needs and culture of the family, what can best help the family reach those goals. (meet the needs)
6. **Develop a detailed Crisis/Safety Plan** to keep the family safe; what steps will they take to prevent a crisis? What steps will they take if a crisis happens? This is done at each meeting for any perceived crisis that may come up. Taking steps to preventing a crisis and knowing what to do if it happens is much better than responding to an unplanned crisis.
7. **The next CFT date is set** Anyone can call a CFT at any time if things are not working and a new plan needs to be made. The person calling the CFT would have to reach the Facilitator to get one planned.

Attachment F: Policy and Practice Standards for Child-Family Contact/Relationships

The Specialized Foster Care Agency shall have a policy regarding child-family contact/relationships. Staff and treatment parents shall be informed of the agency's policy requirements.

Children/youth shall have access to and shall be assisted in maintaining regular contact with their families as described in their treatment plan. The opportunity to visit with a parent or guardian must not be denied unless the court or agency placing the child has determined that such visitation would be detrimental to the welfare of the child.

Providers shall work actively to support and enhance child-family relationships to include the child's parents, siblings, extended family members and significant others in the child's community.

Attachment G: Policy and Practice Standards for Continuous Quality Improvement

The Specialized Foster Care Agency will have a policy and a plan for continuous quality improvement (CQI) which includes a commitment to identification and achievement of quality outcomes for the children and families served. CQI involves analyzing service and outcome data to improve processes. Per AB 348, agencies must comply with the following annual descriptive report requirement and development of a quality improvement plan:

AB 348 Sec. 15.

1. A foster care agency shall create and maintain an annual report concerning each program or service provided by the foster care agency.
2. The report must include, without limitation, a description of each program or service provided by the foster care agency, the goals for the program or service relating to family foster homes, specialized foster homes, independent living foster homes and group foster homes and information relating to any special populations of children served, including, without limitation, children who require special care for physical, mental or emotional issues or who were placed in a foster home by a juvenile court.

AB 348 Sec. 25.

1. Each foster care agency shall develop and carry out a written plan to monitor and evaluate the quality and effectiveness of its programs and services on a systemic and ongoing basis.
2. The written plan must describe the methods for the collection, summarization and analysis of data and information and include factors defined by the licensing authority for assessing the effectiveness of the programs and services provided.
3. If the findings of an evaluation suggest that improvements to its programs and services should be made, the foster care agency shall implement any necessary improvements.

The National Child Welfare Resource Center for Organizational Improvement (NCWRCOI) has created a QA framework to reflect the current focus on developing more comprehensive and effective quality improvement systems. The framework consists of the five following main steps:

- Step 1: Adopt outcomes and standards
- Step 2: Incorporate QA throughout the agency
- Step 3: Gather data and information
- Step 4: Analyze data and information
- Step 5: Use analyses and information to make improvements

A written CQI plan should include the following components (Foster Family-based Treatment Association):

- A clear shared vision for the Program that is endorsed by agency leadership and communicated to staff and treatment parent;
- A view of the program as a dynamic system that continuously adjusts to its internal and external environment;
- A description of the role of Program leaders in implementing the plan;
- Identification of the Program's clients/customers;
- A description and stated commitment to what clients/customers and other stakeholders need, expect, want and value;
- A process for assessing the degree to which the Program is meeting those needs;
- Identification of tools and data that measure performance and quality of the Program's processes and services;

- Mechanisms for staff and clients/customers to assess the quality of the Program's processes and services;
- Description of staff involvement in generating ideas for improvement and on implementation of the CQI plan;
- Requirements for sequential steps that lead to the development of specific descriptions of problems and plans for solving those problems and include factors defined by the licensing authority for assessing the effectiveness of the programs and services provided;
- Specification of a feedback loop that provides for monitoring and assessing the success of problem-solving efforts.

Attachment H: Policy and Practice Standards for Crisis Triage and Emergency Response

The Crisis Triage policy shall include a stated commitment to screen and respond to crises and emergencies twenty-four hours a day seven days a week. Crises and emergencies include, but are not limited to; children at risk or currently experiencing:

- a. Runaway;
- b. Acute psychiatric episodes;
- c. Suicidal ideation or attempts;
- d. Missing;
- e. Injured;
- f. Seriously ill and/or in need of hospitalization and/or;
- g. Placement disruption;
- h. Treatment home provider/caregiver crisis/emergency.

Crisis triage response types include:

- a. Face-to-face with child;
- b. Telephone support to treatment home provider; and
- c. Transportation.

Crisis triage will result in de-escalation, stabilization and/or referral and linkage to appropriate community resource(s).

The policy shall include procedures to notify the legal guardian/custodian and the placing agency immediately but not to exceed 24 hours of the crisis event. The crisis triage response and the outcome will be documented in an incident report.

The policy shall include instructions to staff regarding the required documentation of every crisis event and the response in the child's record. This policy will include how emergencies will be handled during and outside regular business hours.

The policy shall include how employees that provide crisis intervention and crisis triage will be trained and demonstrate competency to handle crisis situations. This policy will include how crisis intervention and crisis triage techniques and services will ensure child safety, permanency, and well-being.

The policy shall include a written plan for alternative care in the event of an emergency if the placement of a child disrupts a Specialized Foster Care home.

Attachment I: Policy and Practice Standards for Cultural Competence

The Specialized Foster Care Agency policy on Cultural Competence will address cultural diversity and cultural sensitivity. The policy shall include a plan for developing and maintaining cultural competence. The program acknowledges and values diversity with respect to race, ethnicity, national origin, color, sex, sexual orientation, age, religion and disability. Treatment parents and staff shall be trained in and be able to demonstrate cultural competence consistent with the needs of children, youth and families served to include the following abilities:

- acknowledge cultural differences
- understand your own culture (encourage staff to increase awareness of how their own personal and cultural values and beliefs affect their work with treatment parents and with the children in care.)
- recognize the dynamics of difference
- acquire cultural knowledge
- view behavior within a cultural context
- modify approaches to service delivery as needed (use treatment approaches and models that are compatible with the values and cultural styles of the populations served.)

(Adapted from the National Center for Cultural Competence, Georgetown University Center for Child and Human Development materials on cultural competence.)

Additionally, staff and treatment parent recruitment plans should be targeted to identify candidates for positions who share or have knowledge of the cultural background of children in care.

Agency training in cultural competence and culturally responsive services shall include strategies to address language barriers. Training must also include knowledge and understanding of the history, traditions, language and communication styles, values, family and social systems and social customs of the populations served.

Attachment J: Policy and Practice Standards for Discipline

The policy on discipline shall include information on both positive forms and prohibited forms of discipline. Treatment home parents and staff shall discuss disciplinary techniques with the child's legal guardian/custodian upon admission to the program and as needed during the course of treatment.

Discipline actually means to teach or instruct. Through discipline, children are taught responsible behavior. When developing a disciplinary response to a child's behavior, the question before us is, "What do I want this child to learn and how can I best teach this child?" The specialized foster care provider is really a teacher, a guide, and a counselor who helps the child learn. Foster parents and specialized foster care providers have the critical role of helping a child adjust to a new environment and teaching the child new ways to cope. The goal of discipline in a specialized foster care setting is to provide alternate, positive, and pro-social discipline that demonstrates patience, understanding, and love which will help the child assume responsibility for his/her actions and to learn to correct behavior.

General Considerations

Discipline must be:

- Individualized, developmentally appropriate and consistent for each child;
- Appropriate to the child's level of understanding; and
- Directed toward teaching the child acceptable behavior and self-control.

When deciding on rules in the specialized foster home, consider these key questions:

- Does this disciplinary action protect and nurture the child's physical and psychological well-being?
- Does the action allow the child to meet their needs in a more appropriate fashion?
- Does it advance the child's development by promoting self-control and responsibility while teaching the child ways to prevent and appropriately solve problems?
- Is the intervention designed to elicit the desired behavior?
- Is it necessary to protect the child's health and safety?
- Is it necessary to protect the rights or property of others?

If the answer to any of the questions is "yes," then a rule should be established which:

- Is specific as to the desired behavior
- Includes alternatives or choices, and rewards
- Includes logical consequences
- Concerns behaviors under the control of the child
- Concerns behaviors which can be monitored
- Is stated positively whenever possible
- Ensures greater effectiveness by allowing the child to have a part in setting them

A specialized foster care provider may only use methods of discipline and guidance that encourage self-esteem, self-control, and self-direction, such as:

- Discussion: Communicate needs and expectation.
- Modeling: Demonstrate and model the behavior that you want the child to learn or strengthen.
- Reinforcing Good Behavior: "Catch" the child being good; providing positive reinforcements such as money or extra treats, social rewards (compliments, smiles, attention, and approval) or special privileges.

- Natural Consequences: Natural consequences are those that occur without the foster parents' intervention, such as the child is late for school after oversleeping because of staying up too late.
- Logical Consequences: Logical consequences are those that the parents set which are directly connected to the behavior, such as the child washes the wall after writing on it.
- Planned Ignoring: This should be used only for a behavior that does not pose a safety risk for the child, other people, or property.
- Setting Rules.
- Loss of Privileges.
- Establishing routines.
- Setting reasonable limits.
- Offering choices.
- Giving explanations.
- Repeating instructions.

Disciplinary Restrictions

The following are unacceptable disciplinary techniques. This list is not exhaustive. Parents and staff providing Specialized Foster Care shall not:

- a. Subject a child to verbal abuse, humiliate the child, threaten the child or make derogatory remarks about the child or his or her family;
- b. Threaten to subject or subject a child to pushing, punching, shaking, rough handling, force feeding, biting, spanking, hitting of any kind including with an implement, isolation in a closed space such as a closet or unlit or unventilated space, or any other corporal punishment or other extreme discipline;
- c. Threaten to remove the child from the foster home;
- d. Threaten a child with the loss of love of any person;
- e. Threaten a child with punishment by a deity;
- f. Threaten to deny or deny food, shelter, medication or rest, or threaten to restrict or restrict the use of a toilet or other bathroom fixture as punishment;
- g. Threaten to subject or subject the child to any form of punishment by other children;
- h. Threaten to subject or subject the child to excessive withdrawal of positive reinforcement for inappropriate behavior, including, without limitation, removal from participation in the normal routine or activities of the foster home or requiring the child to be alone in a room for an extended period of time;
- i. Threaten to wash or wash a child's mouth out with soap or detergent or any similar threats or acts.
- j. Threaten to tape or tape the mouth of a child or any similar threats or acts;
- k. Threaten to place or place a sauce made from hot peppers or other pungent condiment sauce in the mouth of a child or any similar threats or acts;
- l. Threaten to deprive or deprive a child of visits with significant others in the child's life as a form of punishment when the agency placing the child has identified the visitation as appropriate;
- m. Threaten to withhold or withhold the allowance of a child provided by the agency which provides child welfare services or provided by the parent(s) of a child in custody of their family, and;
- n. Subject a child to work that does not have a purpose as a means of punishment, including, without limitation, scrubbing the floor with a toothbrush, writing repetitive phrases, pulling weeds in a field of weeds, excessive exercise, or any similar acts.

Attachment K: Policy and Practice Standards for Dispute Resolution

The Specialized Foster Care Agency will have a written policy and procedure for receiving, resolving, and documenting disputes and/or complaints from children, youth, families, and/or stakeholders. The legal guardian/custodian will be informed of all disputes, complaints, and the resolution. The contracting agency and licensing authority will have access to review all complaints, disputes, and resolutions. If a dispute or complaint warrants a report to Child Protective Services, agency staff shall follow mandated reporter requirements pursuant to NRS 432B.220. Should a dispute or complaint indicate a violation of licensing regulations, agency staff must inform the licensing authority.

Each child and legal guardian shall receive a statement of their rights and responsibilities at the time of placement with the specialized foster care provider.

Providers shall indicate the manner in which the child's rights and responsibilities are to be conveyed to each child and/or legal guardian which is consistent with the child's and/or legal guardian's level of understanding.

Rights and responsibilities are to be reviewed with the child and/or legal guardian at admission and on an annual basis.

Each child and/or legal guardian will receive written information about the specialized foster care provider's grievance and dispute resolution procedures. The policy shall further indicate that such information shall be provided to the child and/or legal guardian which is consistent with the child's and/or legal guardian's level of understanding.

Designated staff (other than the treatment home parents and/or the case worker) is tasked with investigating any grievances. Timelines for investigating and resolving complaints shall be established and adhered to.

Staff and treatment parents are required to receive annual training in the provider's dispute resolution process.

Continuous Quality Improvement:

Providers shall indicate how grievances and investigations are tracked and how records are maintained as part of the provider's internal auditing/quality assurance protocols and risk management review.

Staff shall receive additional training and corrective action plans shall be developed and implemented to prevent or decrease grievances or complaints.

Attachment L: Policy and Practice Standards for Incident Reporting

The Specialized Foster Care Agency will have a policy on Incident Reporting.

Incident reports serve as a permanent record of incidents, events, or problems. Well-written reports are essential to communicating what occurred and may assist in preventing future incidents. The following are characteristics of a good incident report:

- Accurate and specific
- Factual
- Objective
- Clear
- Complete
- Concise
- Well-organized
- Grammatically correct
- Light on abbreviations and acronyms

Incident Reporting Requirements

A foster care agency shall notify the licensing authority or its designee when any serious incident, accident or injury occurs to a child in its care within 24 hours after the incident, accident or injury. The foster care agency shall provide a written report to the licensing authority or its designee as soon as practicable after notifying the licensing authority or its designee. The written report must include, without limitation, the date and time of the incident, accident or injury, any action taken as a result of the incident, accident or injury, the name of the employee of the foster care agency who completed the written report and the name of the employee of the licensing authority or its designee who was notified. Serious, incidents, accidents or injuries include but are not limited to the following:

- a. The death of a child;
- b. An attempted suicide by a child;
- c. The ingestion of a poison or a drug overdose by a child;
- d. A traumatic event involving a child, including, without limitation, near drowning, suffocation or shock;
or
- e. The abduction of a child*
- f. Any injury or trauma to a child which requires the services of a licensed medical professional or an injury or trauma which requires hospitalization or emergency medical attention.

The licensee is required to give **verbal notice within 24 hours and written notice within 2 business days** if the significant event involved:

- a. An error in the administration of medication to a child;
- b. An occurrence of a communicable disease in the foster home;
- c. Any condition or situation that causes the foster home to close and requires a child to be moved out of the foster home;
- d. Any physical damage to or failure of a necessary electrical, heating, cooling, smoke- or fire- detection system, or any physical damage to or failure of any plumbing on the premises of the foster home, which may affect the safety of a child or the habitability of the foster home and which cannot be repaired within 24 hours after the damage or failure is discovered;
- e. A fire on the premises of the foster home which requires a response by a fire-fighting agency;

- f. A motor vehicle accident if a foster child was in the vehicle**;
- g. Any change in the foster home which affects compliance with any licensing requirement, including any member of the household or staff who suffers a major illness or injury or who is arrested;
- h. A child who has run away from the foster home*; or
- i. Any other significant event that may affect the safety, health or well-being of a child or any other person in the foster home.

NAC 424 Restraint Incident Reporting Requirements

Subsection 2. If a member of the direct care staff in a specialized foster home, a group foster home or a foster home operated by a foster care agency uses or witnesses the use of physical restraint on a child placed in the specialized foster home, group foster home or foster home operated by a foster care agency, the member of the direct care staff must, within 24 hours after the incident, provide the Director of the specialized foster home, group foster home or foster care agency, as applicable, with a written report describing the incident.

If the Director of a specialized foster home or foster care agency receives a report pursuant to subsection 2, the Director or the Director's designee must:

- a. Orally notify the caseworker of the child not later than 24 hours after receiving the report; and
- b. Provide a copy of the report to the caseworker and the licensing authority not later than 7 calendar days after the date of the incident.

*If the incident is a missing child, an abducted child or a child who has run away from the foster home, the licensee shall in addition to providing the incident report, immediately notify the appropriate law enforcement agency and , if applicable, the natural parent or legal guardian of the child.

**If the incident is a motor vehicle accident, the licensee shall submit a copy of the accident report, if available, with the written incident report.

In addition to any other review that a foster care agency performs of a foster home with which the foster care agency has a contract for the placement of children, a foster care agency shall conduct a review of the foster home any time a critical event occurs in that home and report the event to the licensing authority. A "critical event" includes, without limitation:

- (a) The death or disability of a family member;
- (b) The sudden onset of a health condition that may impair the ability of a provider of foster care to care for the child;
- (c) A change in marital status;
- (d) A change in home address;
- (e) A sudden or substantial loss of income; and
- (f) The birth of a child.

Attachment M: Policy and Practice Standards for Mandatory Reporting

The Specialized Foster Care Agency is required to have a policy and procedure which explains mandatory reporting requirements to staff and treatment parents. Agencies are required to train staff and treatment parents in the reporting requirements and information concerning the manner in which to identify and report child abuse or neglect.

The agency shall have a policy which describes how they will fully comply with any investigation of a report of the abuse or neglect of a child pursuant to NRS 432B.220.

The agency will have a policy stating that they shall report any potential violation of the provisions of any regulation to the licensing authority within 24 hours after an employee of the foster care agency becomes aware of the potential violation. This policy will include how the foster care agency will cooperate with the licensing authority in its review of such reports and how it will support each foster home to complete any action required to correct a violation.

Nevada Revised Statutes (NRS) - Standards for Making a Report

Citation: Rev. Stat. § 432B.220, 230, 240 and 250

A report is required when:

- A reporter, in his or her professional capacity, knows or has reason to believe that a child is abused or neglected.
- A reporter has reasonable cause to believe that a child has died as a result of abuse or neglect.
- A medical services provider who delivers or provides medical services to a newborn infant, in his or her professional or occupational capacity, knows or has reasonable cause to believe that the newborn infant has been affected by prenatal illegal substance abuse or has withdrawal symptoms resulting from prenatal drug exposure.

Attachment N: Policy and Practice Standards for Medication Administration and Monitoring

Staff and treatment parents shall receive pre-service and annual training on policies and procedures for medication administration and monitoring. Medication policies and procedures shall comply with the NAC 424 requirements which are as follows:

Prescription medication must be prescribed by a licensed medical practitioner. The licensee shall request information regarding the medication from the medical practitioner as required by NRS 424.0383. Medication must be given only to the child for whom it has been prescribed and only in the prescribed dosage.

Any nonprescription medication must be administered only for the purpose indicated by the manufacturer on the label of the medication or as prescribed or recommended in writing by a licensed medical practitioner and with the consent of the personal legally responsible/guardian.

NAC Sec. 51

1. Each specialized foster home and foster care agency that operates a foster home shall adopt and enforce a policy on medication management and the administration of prescription and nonprescription medication. The licensee or person licensed to operate the foster care agency shall ensure that each employee of the foster home who will administer medication to a child receives a copy of and understands the policy.
2. The policy must include, without limitation:
 - a. Training requirements for any direct care staff who will be responsible for administering medication to a child;
 - b. Procedures for administering medication to a child, including, without limitation, documenting the administration of medication and any error in administration;
 - c. Except for medication which must be kept with a child pursuant to the instructions of a physician, provisions for storing medication, including, without limitation, a requirement that all medication be kept in a locked container or cabinet;
 - d. Provisions for a manual or other record which includes the orders of the treating physician for each child and information on the potential side effects of each medication that is administered by direct care staff;
 - e. Procedures for documenting and managing any adverse reaction to medication, including, without limitation, procedures for notifying the physician of a child in the case of a minor reaction or notifying emergency medical personnel in the case of a severe reaction;
 - f. Procedures for reporting any incident relating to the administration of medication to a child, including, without limitation, documentation and reporting to a physician any severe reaction to medication or errors in administering medication;
 - g. Procedures for the handling and disposing of medication that comply with any standards for the disposal of medication or drugs required by law; and
 - h. Procedures for minimizing and addressing errors that occur in the administration of medication.

Sec. 52

1. A specialized foster home or a foster home operated by a foster care agency that administers any prescription and nonprescription medication to a child shall maintain a record of each medication administered to a child. The record must contain:
 - a. The name, age and any known allergies of the child;

- b. or a child to whom a psychotropic medication is administered, the written consent provided pursuant to NRS 432B.4687 by the person who is legally responsible for the psychiatric care of the child;
- c. Except for the administration of a medication governed by the specific requirements of paragraph (b), written consent provided by the parent or legal guardian of the child for the administration of any prescription or nonprescription medication, and for any change in the administration of medication to the child;
- d. Separate sections for each prescribed medication which must contain the name and dosage of the medication, the recommended schedule for administering the medication and the purpose of the medication;
- e. The date and time any medication is actually administered to the child and the initials of the member of the direct care staff who administered the medication;
- f. Documentation of any information provided to the child concerning the medication, including, without limitation, the name and dosage of the medication, the recommended schedule for administering the medication and the purpose of the medication;
- g. A notation that the member of the direct care staff observed that the medication was taken properly and was not saved by the child;
- h. A notation or other documentation of potential and anticipated effects of the medication, including, without limitation, any desired, expected or unexpected effects, as observed by the direct care staff; and
- i. Documentation of any errors related to the management or administration of the medication, including, without limitation:
 - 1) Administration of medication to the child that was not authorized;
 - 2) Administration of the incorrect medication to the child;
 - 3) Failure to provide a dose of the medication to the child;
 - 4) Administration of the incorrect dose of the medication to the child;
 - 5) Administration of the medication to the child at the incorrect time; and
 - 6) Failure to provide medication because of the refusal of the child to take the medication, including the circumstances surrounding the refusal.

Pursuant to NAC 424 Section 12: The licensee must notify the licensing authority and caseworker verbally within 24 hours and in writing within 2 business days after the medication error.

- 2. As used in this section, “person who is legally responsible for the psychiatric care of the child” means the person who is deemed to be the person legally responsible for the psychiatric care of the child pursuant to NRS 432B.4684 or is appointed by the court pursuant to NRS 432B.4685.

Attachment O: Policy and Practice Standards for Permanency Planning

Permanency planning includes assessment and treatment of the child and family with a focus on facilitating meaningful lifetime connections to family, fictive kin, relatives and community.

A permanent family is defined as a biological, adoptive or long-term foster family.

If permanency planning is not successful and independent living is planned, the staff and treatment parents shall assist the youth in preparing for independent living by developing the youth's self-sufficiency skills.

Children in care need security, stability and continuity in their living environment and relationships. Staff and treatment parents play an important role in meeting the child's permanency goals. Agencies shall have a policy defining permanency and informing staff and treatments of their role in supporting permanency planning for youth.

Treatment plans shall include a goal for achieving permanency and preserving relationships. Further, staff and treatment parents shall be trained in how to support permanency by providing interventions necessary to help the child achieve permanency.

Attachment P: Policy and Practice Standards for Placement Contracts

Please provide a copy of a Placement Contract.

Placement Contracts

The Placement Contract states the responsibilities of all parties involved in the agreement and the amount of money to be exchanged for the service. For Foster Family Based Treatment Home Agencies (Foster Care Agency) the Placement Contract serves to clarify the expectations that the Specialized Foster Care Agency has of the foster parents which should include general licensing expectations, therapeutic expectations and specific prohibitions. It also states what the home can expect from the Specialized Foster Care Agency not only regarding monetary support but also, training, supervision, respite and crisis support services.

Placement Contracts for Group Treatment Homes clarifies the expectations of DCFS with the Specialized Foster Care Agency.

Specific Child Placement Contract

Foster parents/caregivers and Provider Agencies may be required to sign a specific child Placement Contract initiated by the placing agencies when there are expectations that are not typically addressed in the Placement Contract. For example, these might include special transportation arrangements to school or to visits with siblings and/or parents, supervision of visits, or additional training to meet a child's specialized needs. The foster parent/caregiver may or may not receive additional compensation from the Provider Agency.

Specific Child Placement Contracts may also be used for youth placed in Group Treatment Homes.

Agency and Foster Parent Contract Instructions

The contract is to be reviewed and acknowledged by the foster parent and Foster Care Agency during the initial approval/licensure process. The contract is to be signed and placed in the Foster Care Agency file. A copy of the Placement Contract signed by the foster parent and the Foster Care Agency director or designee must be made available to the child welfare agency and the Division of Child and Family Services upon request. The Placement Contract must minimally include the following provisions:

I. THE FOSTER PARENTS:

1. Meet the relevant licensing requirements as contained in NAC 424 or NAC 432A. Obtain and maintain a foster care or child care license in good standing for all homes;
2. Agree to provide a pleasant, safe, and nurturing family atmosphere, nutritious meals and snacks, and an orderly daily schedule that promotes positive participation in appropriate school and community activities;
3. Promote growth and positive self-esteem in each child placed in the Specialized Foster Home by providing clear expectations, developmentally appropriate limitations, reinforcing pro-social behavior and applying appropriate consequences for maladaptive behavior, avoiding all forms of physical discipline;
4. Support and facilitate age and developmentally appropriate activities for each child placed in the Specialized Foster Home;
5. Provide or access routine and emergency medical care and services for each child placed in the Specialized Foster Home, including administration of medication per the provider agency policy;

6. Accept and meet each child's needs, including coping with separation from his/ her biological family and others in his/her life, by showing respect and nurturance for the child's family, community and cultural connection;
7. Cooperate, support and/or facilitate visiting arrangements between each child and parent(s), relatives or siblings, when such visits are included in the plan;
8. Be responsible for arranging or providing for the transportation needs of each child. This would include family visits, medical appointments, therapy and other appointments the child's plan identifies as necessary;
9. Provide care for each child placed with Specialized Foster Home agency twenty-four hours a day, seven days per week, including holidays. Be able to be contacted through designated contact numbers provided to placing agency;
10. Participate in and/or contribute knowledge and experience in implementing the child's case plan. Participate in Child and Family Team meetings. Support goals and objectives for youth who have Independent Living Transition Plans. Respect and follow through with decisions made in the Child and Family Team;
11. Maintain each child's health, medical, educational, and other records, updating them as necessary;
12. Will ensure that an inventory sheet of the child's clothing and personal possessions is completed within 5 business days of the child's placement and completed again to accompany the child when he/she leave the placement. Any additional clothing or personal items purchased or received must be added to the inventory;
13. Ensure that copies of the child's records, clothing, and other personal items accompany the child upon departure from the home;
14. Ensure each child placed has available to him or her soap and shampoo and, as appropriate to the child's age and gender, deodorant, sanitary napkins or tampons, shaving supplies, and hair spray and/or other hair products that meets the needs of the child's specific hair and skin type. The foster care parent/caregiver shall not be expected to purchase special brands desired by the child if a required personal need item is otherwise available to the child;
15. Adherence to the policy on crisis triage and emergency response;
16. Notify placing agency and legal guardian/custodian of significant changes in the child's health or behavior;
17. Notify placing agency and legal guardian/custodian of absences of the child immediately but not to exceed 24 hours when whereabouts of child are unknown. Notify law enforcement as appropriate;
18. Any allegation of abuse/neglect must be reported as soon as reasonably practicable but not later than 24 hours to the agency which provides child welfare services per NRS 432B:220. In addition, report any allegations of abuse/neglect within 24 hours of awareness of the allegations to the placing agency;
19. Waive the right to confidentiality relating to any investigations for licensing or child protective services and the child welfare agency can share information with the Foster Care Agency about an investigation once the investigation is completed.
20. Notify placing agency and legal guardian/custodian at least ten (10) or more working days prior to the date desired for the placed child's removal from the home unless the safety of circumstances prohibit this;
21. Obtain approval of placing agency and legal guardian/custodian for a request to move a child placed within the agency from one Specialized Foster Home to another Specialized Foster Home at least 10 working days prior to move unless the safety of circumstances prohibit this or placing agency and legal guardian/custodian approve move in shorter time frame;

22. In addition to meeting licensure regulation requirements, notify placing agency and legal guardian/custodian of all changes to Specialized Foster Home family situation to include but not limited to, adults leaving/moving into the home, employment changes, significant health changes, additional household members, within 72 hours;
23. Notify placing agency and legal guardian/custodian at least 30 days prior to Specialized Foster Home parents/residence moving to another residence/location;
24. Maintain the right to accept or deny Specialized Foster Home placement of a child or request that a child be removed, unless written agreement exists to the contrary;
25. Maintain confidentiality regarding information relating to the child and their families as required by applicable statutes, regulations, and provider agency policy;
26. Obtain approval from legal guardian/legal custodian by means of a formal written request prior to taking children out of state;
27. Maintain at least the minimum automobile liability insurance required by state law and regulations and comply with seat belt and car seat requirements, as well as any other applicable safety laws related to operating a motor vehicle;
28. No child shall be forced to attend religious services simply because the provider does. Activities and Supervision must be provided for those children not attending church services. Activities and Supervision must be provided for those children not attending church services;
29. Agree to a rate of reimbursement as written in the individual Placement Contract between the provider agency and the foster parent for each child placed. At a minimum, this reimbursement will cover such things as food, clothing, personal hygiene products, transportation, school fees/expenses, and other costs. If the placing agency provides a monthly personal and incidental payment (“allowance”) intended for the child’s use, this reimbursement rate excludes this payment, unless outlined in the individual Placement Contract. In the event of overpayment, the foster parent agrees to notify the provider agency when they notice an error;
30. Agree to ensure that each child attends the therapy and psychiatric services as outlined in the child’s treatment plan. If the foster parent cannot provide transportation, they will be required to notify the provider agency in advance to make appropriate alternative transportation plans;
31. Agree that all requests for respite must be made prior to the respite and approved by the provider agency; and
32. Agree to demonstrate consideration for, and sensitivity to, the racial, cultural, ethnic, and religious backgrounds of children and their families receiving agency services and to encourage and assist the child’s maintenance of documentation of significant life events through the use of scrap books, Life Books, etc.;

II. THE FOSTER CARE AGENCY:

1. Agrees to fully disclose all known information regarding a child to the foster parent(s);
2. Agrees to ensure that all foster parents understand and comply with requirements outlined in agency policies and this Placement Contract;
3. Agrees that foster parents have the right to accept or refuse any referral. However, all placement disruptions must be documented in writing;
4. Agrees to provide ongoing and consistent services to support the client and foster family, including a first contact within one week after placement;
5. Agrees to provide services to support the foster parents in reducing barriers in caring for and supporting children placed in their foster homes;
6. Ensure that foster children have visitation with their parents, family members, and siblings;

7. Ensure that foster children receive appropriate medical, dental, mental health, psychological, psychiatric treatment and medication management services;
8. Agrees to provide foster parents access to 24-hours a day seven days a week crisis triage and intervention by trained and competent staff;
9. Agrees to reimburse the foster parents the rate stated in writing on the individual Placement Contract between the provider agency and the foster parent. First payment will be within 45 days after placement with subsequent payments no later than the 15th of the month following provision of care;
10. Agrees to make available a written medical release or plan authorizing the foster parents to obtain routine and emergency medical services when appropriate. The provider agency will assist foster parents in obtaining medical and dental services as required and in obtaining prior approval from the referring agency. Will ensure that each child's medical records or related documentation are made available to the licensing authority upon request;
11. Agrees to obtain written permission from the placement agency when a child is to be taken out-of-state or out-of-county for extended periods of time according to referring agency's requirements. The agency will also ensure that the foster parents will have a written letter from the custodial agency stating that the agency has legal custody but the child(ren) is placed in the foster parent's home and the foster parent has permission to take the child(ren) out-of-state or out-of-county for vacation purposes;
12. Ensure that a packet containing the needs of the child with information necessary for effective care as well as paperwork for documentation has been given to the respite provider for each episode of respite. And to ensure the packet and the required documentation from the respite provider is returned to the foster parent or provider agency at the end of respite;
13. Allow foster parents to change their affiliation with the Specialized Foster Care agency or to terminate their affiliation with the agency and become affiliated with a different Specialized Foster Care agency.
14. Ensure cooperation between the employees of the foster care agency, the foster care parent, the child and the family of the child in meeting the goals of the child's treatment plan.
15. Ensure cooperation between employees that provide crisis intervention and crisis triage 24 hours a day 7 days a week with foster parents and staff to deescalate and stabilize crisis and emergency situations.

III. BOTH PARTIES:

1. Agree that the licensing authority maintains the responsibility to protect the best interests of each child, which may include removing a child from the placement with the foster parent if the licensing authority determines that removal is in the best interests of the child;
2. Acknowledgment of any provisions determined to be appropriate by the licensing authority.

Attachment Q: Policy and Practice Standards for Privacy and Confidentiality

Privacy is defined as the right to decide whether and to what extent the client will share thoughts, opinions, feelings and facts about his or her personal life. A person's right to privacy is supported by laws and ethical principles. Actions taken to maintain privacy are aimed at preventing harm to the individual and his or her reputation.

Confidentiality denotes restrictions imposed on how information can be transmitted. Laws prohibit disclosure of data in a manner that would allow public identification of the client. Policies and procedures must outline the steps required to release confidential information. Clients must be informed of privacy and confidentiality practices. Ensuring client privacy and confidentiality is necessary for establishing and maintaining trusting relationships with clients.

Protected Health Information (PHI) is "individually identifiable health information" that relates to health / mental health condition (past, present or future), health care for the individual, or payment for care, and can include name, address, birth date, social security number, diagnosis, medications, etc., as well as relatives, household members, or any other information that helps to identify the person or case.

Policies shall include a stated commitment to safeguard and maintain health information under legal and ethical obligations of confidentiality. A confidential and complete health record must be maintained in a manner consistent with statutory requirements and accepted standards of health care. Confidential information includes verbal, written and electronic information.

A shared responsibility of all is to ensure health data is kept secure and to make sure a child/youth's rights are maintained and access controls are followed. The goal is to maintain adequate confidentiality of records while still facilitating appropriate and timely care to those served.

The Health Insurance Portability and Accountability Act (HIPAA) set standards to protect individually identifiable health information. The rules apply to providers who conduct certain electronic transactions.

HIPAA also requires the adoption of security and privacy standards in order to protect health information.

The following practices shall minimize incidental disclosure of protected health information:

1. Clients will not be discussed in reception areas or other areas where the discussion may be overheard by other clients
2. Speaker phones will not be used in reception areas and only used with the office door closed
3. Discussions between staff and in offices will be conducted in a manner that minimizes incidental exposure of protected health information.
4. It is best practice for clients/visitors to sign in individually and in a manner that does not allow visibility of other client/visitor names. (Technically, though, under HIPAA it is allowable for clients/patients to see other names on sign-in sheets.)
5. Fax machines will be placed in locations where visitors cannot reach or read faxes that are sent or received.

At admission, the HIPAA Privacy Rule requires covered entities to provide clients with a Notice of Privacy Practices. The person legally responsible/legal guardian and the child/youth are to be given a copy of the Privacy Notice and information regarding procedures for the release of confidential information.

Authorizations for release of information shall specify the following:

1. type of information to be released
2. the agency releasing and receiving the information
3. the purpose of the release
4. expiration date
5. dated signature of the client's person legally responsible/legal guardian, patient and one witness

Documentation of all disclosures must be maintained in the medical chart.

Permitted Disclosures without client's permission are to be included in the Privacy Notice and Consent to Treat documentation. This would include:

- Limits of confidentiality when there is suspicion of abuse or neglect
- In response to the receipt of a valid court order is an exception to the aforementioned standards. (Medical, dental and psychiatric/psychological records can be released upon receipt of a court order.)
- Emergency personnel – information may be released to treating physicians or other health care professionals in an emergency situation. Telephone requests must be verified
- Reduction of risk – information may be disclosed if the clinician determines that such disclosure is necessary to protect against a substantial risk of death, disease, or injury to self or others or there is a threat to the security of a facility

HIPAA also imposes a general rule on anyone who deals with protected health information: collection, use and disclosure should be no greater than necessary to complete a work-related task. This is called the minimum necessary standard.

Provisions for written revocation of permission to disclose confidential information shall be addressed in the policy and procedure.

Provisions for addressing complaints regarding violation of privacy policies, documenting and handling complaints are addressed in the policy and procedure.

All health records must be stored in a locked and secure area. Proper methods of disposal shall be utilized when record retention requirements have expired.

In summary, all access to a child/youth's medical and/or mental health information will be in accordance with policies and procedures, state statutes, and (HIPAA) requirements.

Training and Continuous Quality Improvement:

All parents and staff are trained in Privacy and Confidentiality requirements.

Establish provisions for sanctioning specialized foster parents or staff who violate privacy policies and protecting specialized foster parents or staff that raise issues about privacy practices from retaliation.

Establish a system for documenting complaints regarding violations of privacy practices and corrective action steps taken to prevent further violations.

Attachment R: Policy and Practice Standards for Restraint and Manual Guidance

Physical restraint shall be used only in an emergency situation, when all other treatment efforts have failed, and when there is imminent danger of a child/youth harming him/her self or others to ensure the safety and appropriate treatment of all children/youth in care. Physical restraint must never be used as a means of punishment, discipline, coercion, convenience, retaliation or as a replacement for adequate levels of staff or active treatment.

Physical restraint is used only as a last resort to protect the physical safety of the child or others in the environment. Physical restraint cannot be used as a disciplinary action or for the convenience of specialized foster care parents or staff.

The use of mechanical restraints, chemical restraints, and seclusion are specifically prohibited. "Time out" should not be confused with seclusion.

Indicate compliance with all applicable laws and regulations regarding restraint and use of force.

The use of a nationally recognized model of restraint (or one approved by the licensing authority) such as:

Handle with Care

MANDT

Conflict Response Institute

Crisis Prevention Institute (CPI)

Therapeutic Crisis Intervention (TCI)

Interventions used to identify and de-escalate situations.

At admission, an initial assessment of the child/youth to obtain information that could minimize the use of restraint to include: 1) self-control techniques, methods, or tools; 2) pre-existing medical conditions or physical disabilities or limitations that would place the child/youth at greater risk during restraint; and, 3) history of traumatic experiences that would place the child/youth at greater psychological risk during restraint.

Assessment information is included in the child/youth's treatment plan.

At admission, the person legally responsible/legal guardian and the child/youth are advised of the restraint policy and sign documentation acknowledging receipt of that information.

Safety procedures for monitoring children/youth in restraint: 1) assessment procedures; 2) assessment by someone not involved in the restraint; 3) release of the child/youth from the restraint; 4) assessment of injuries from restraint that are noted by foster parent/staff or reported by the child/youth.

Debriefing following each incident of restraint: 1) the child/youth is included in the debriefing, 2) debriefing within a specified time period between 24-48 hours, 3) documentation of debriefing in the child/youth's record, 4) debriefing elements include: what led to the incident and how could it have been handled differently, ascertain whether the child/youth's wellbeing and privacy were addressed, whether the child/youth's treatment plan requires modification, and whether improvement activities are needed to reduce the use of restraints.

Training in de-escalation techniques and restraint methods:

- All specialized foster parents and staff working directly with children/youth are trained in de-escalation techniques
- Only foster parents and staff trained and certified as competent in a nationally recognized model of restraint may restrain a child/youth
- Training is competency-based
- Records of foster parent/staff training are maintained
- Refresher course is given and documented annually
- Training includes recognition of medical conditions and signs of distress
- Training includes appropriate monitoring and documenting procedures for each restraint incident
- Training includes debriefing procedures

Notification requirements after a restraint incident:

- The agency director is notified of the restraint incident
- The legally responsible person/legal guardian is notified of the restraint incident
- Provide a copy of the restraint incident report to the legally responsible person/legal guardian and the licensing authority not later than 7 calendar days after the date of the incident
- Means of notification e.g. telephone, specific forms

Restraint incident documentation requirements:

- Documentation of the restraint incident in the child/youth's record and timelines for documentation
- Completion of an incident/accident form that includes a behavioral description of the incident, client behaviors leading to the incident, de-escalation techniques used, length of restraint, restraint method used, name(s) of foster parents/staff involved, report of injuries and actions taken, and debriefing activities.

Quality assurance measures:

- Tracking of the frequency of restraints on an individual child/youth to develop strategies to reduce the use of restraint.
- Tracking of the frequency of restraints on a programmatic basis to develop strategies to reduce or eliminate the use of restraint.

Attachment S: Policy and Practice Standards for Rights of Child Placed in Foster Home

Staff and treatment parents shall be trained initially and annually thereafter in the rights of a child placed in a foster home and the specialized foster care agency shall have a policy and procedure describing the manner in which a child is to be made aware of rights. The rights that every child placed in a foster home are entitled to are listed in Nevada Revised Statutes section 432.500 through 432.550 as follows:

RIGHTS OF CHILD PLACED IN FOSTER HOME BY AGENCY WHICH PROVIDES CHILD WELFARE SERVICES

NRS 432.500 Definitions. As used in NRS 432.500 to 432.550, inclusive, unless the context otherwise requires, the words and terms defined in NRS 432.505, 432.510 and 432.515 have the meanings ascribed to them in those sections.

(Added to NRS by 2011, 650)

NRS 432.505 “Foster home” defined. “Foster home” has the meaning ascribed to it in NRS 424.014.

(Added to NRS by 2011, 650)

NRS 432.510 “Group foster home” defined. “Group foster home” has the meaning ascribed to it in NRS 424.015.

(Added to NRS by 2011, 650)

NRS 432.515 “Provider of family foster care” defined. “Provider of family foster care” has the meaning ascribed to it in NRS 424.017.

(Added to NRS by 2011, 650)

NRS 432.520 Policy of State. It is the policy of this State that every child placed in a foster home by an agency which provides child welfare services have the rights set forth in NRS 432.525, 432.530 and 432.535.

(Added to NRS by 2011, 650)

NRS 432.525 Rights generally. A child placed in a foster home by an agency which provides child welfare services has the right:

16. To receive information concerning his or her rights set forth in this section and NRS 432.530 and 432.535.
17. To be treated with dignity and respect.
18. To fair and equal access to services, placement, care, treatment and benefits.
19. To receive adequate, healthy, appropriate and accessible food.
20. To receive adequate, appropriate and accessible clothing and shelter.
21. To receive appropriate medical care, including, without limitation:
 - (a) Dental, vision and mental health services;
 - (b) Medical and psychological screening, assessment and testing; and
 - (c) Referral to and receipt of medical, emotional, psychological or psychiatric evaluation and treatment as soon as practicable after the need for such services has been identified.
22. To be free from:
 - (a) Abuse or neglect, as defined in NRS 432B.020;
 - (b) Corporal punishment, as defined in NRS 388.5225;
 - (c) Unreasonable searches of his or her personal belongings or other unreasonable invasions of privacy;
 - (d) The administration of psychotropic medication unless the administration is consistent with NRS 432B.197 and the policies established pursuant thereto; and
 - (e) Discrimination or harassment on the basis of his or her actual or perceived race, ethnicity, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or exposure to the human immunodeficiency virus.
23. To attend religious services of his or her choice or to refuse to attend religious services.
24. Except for placement in a facility, as defined in NRS 432B.6072, not to be locked in any room, building or premise or to be subject to other physical restraint or isolation.
25. Except as otherwise prohibited by the agency which provides child welfare services:
 - (a) To send and receive unopened mail; and
 - (b) To maintain a bank account and manage personal income, consistent with the age and developmental level of the child.

26. To complete an identification kit, including, without limitation, photographing, and include the identification kit and his or her photograph in a file maintained by the agency which provides child welfare services and any employee thereof who provides child welfare services to the child.
27. To communicate with other persons, including, without limitation, the right:
 - (a) To communicate regularly, but not less often than once each month, with an employee of the agency which provides child welfare services who provides child welfare services to the child;
 - (b) To communicate confidentially with the agency which provides child welfare services to the child concerning his or her care;
 - (c) To report any alleged violation of his or her rights pursuant to NRS 432.550 without being threatened or punished;
 - (d) Except as otherwise prohibited by a court order, to contact a family member, social worker, attorney, advocate for children receiving foster care services or guardian ad litem appointed by a court or probation officer; and
 - (e) Except as otherwise prohibited by a court order, to contact and visit his or her siblings.
 (Added to NRS by 2011, 651)

NRS 432.530 Rights with respect to placement of child. With respect to the placement of a child in a foster home by an agency which provides child welfare services, the child has the right:

1. To live in a safe, healthy, stable and comfortable environment, including, without limitation, the right:
 - (a) If safe and appropriate, to remain in his or her home, be placed in the home of a relative or be placed in a home within his or her community;
 - (b) To be placed in an appropriate foster home best suited to meet the unique needs of the child, including, without limitation, any disability of the child;
 - (c) To be placed in a foster home where the licensee, employees and residents of the foster home who are 18 years of age or older have submitted to an investigation of their background and personal history in compliance with NRS 424.031; and
 - (d) To be placed with his or her siblings, whenever possible, and as required by law, if his or her siblings are also placed outside the home.
2. To receive and review information concerning his or her placement, including, without limitation, the right:
 - (a) To receive information concerning any plan for his or her permanent placement adopted pursuant to NRS 432B.553;
 - (b) To receive information concerning any changes made to his or her plan for permanent placement; and
 - (c) If the child is 12 years of age or older, to review the plan for his or her permanent placement.
3. To attend and participate in a court hearing which affects the child, to the extent authorized by law and appropriate given the age and experience of the child.
(Added to NRS by 2011, 652)

NRS 432.535 Rights with respect to education and vocational training of child. With respect to the education and vocational training of a child placed in a foster home by an agency which provides child welfare services, the child has the right:

1. To receive fair and equal access to an education, including, without limitation, the right:
 - (a) To receive an education as required by law;
 - (b) To have stability in and minimal disruption to his or her education when the child is placed in a foster home;
 - (c) To attend the school and remain in the scholastic activities that he or she was enrolled in before placement in a foster home, to the extent practicable and if in the best interests of the child;
 - (d) To have educational records transferred in a timely manner from the school that he or she was enrolled in before placement in a foster home to a new school, if any;
 - (e) Not to be identified as a foster child to other students at his or her school by an employee of a school district, including, without limitation, a school administrator, teacher or instructional aide;
 - (f) To receive any educational screening, assessment or testing required by law;
 - (g) To be referred to and receive educational evaluation and services as soon as practicable after the need for such services has been identified, including, without limitation, access to special education and special services to meet the unique needs of a child with educational or behavioral disabilities or impairments that adversely affect the child's educational performance;
 - (h) To have access to information regarding relevant educational opportunities, including, without limitation, course work for vocational and postsecondary educational programs and financial aid for postsecondary education, once the child is 16 years of age or older; and
 - (i) To attend a class or program concerning independent living for which he or she is qualified that is offered by the agency which provides child welfare services or another agency or contractor of the State.
2. To participate in extracurricular, cultural and personal enrichment activities which are consistent with the age and developmental level of the child.

3. To work and to receive vocational training, to the extent permitted by statute and consistent with the age and developmental level of the child.
4. To have access to transportation, if practicable, to allow the child to participate in extracurricular, cultural, personal and work activities.

(Added to NRS by 2011, 652)

Attention Providers: Children in Foster Care Must be Informed of Their Rights According to the Following:

NRS 432.540 Manner in which child is to be made aware of rights.

1. A provider of family foster care that places a child in a foster home shall:
 - (a) Inform the child of his or her rights set forth in NRS 432.525, 432.530 and 432.535;
 - (b) Provide the child with a written copy of those rights; and
 - (c) Provide an additional written copy of those rights to the child upon request.
2. A group foster home shall post a written copy of the rights set forth in NRS 432.525, 432.530 and 432.535 in a conspicuous place inside the group foster home.

(Added to NRS by 2011, 653)

NRS 432.545 Provider of family foster care authorized to impose reasonable restrictions on exercise of rights in certain circumstances. A provider of foster care may impose reasonable restrictions on the time, place and manner in which a child may exercise his or her rights set forth in NRS 432.525, 432.530 and 432.535 if the provider of foster care determines that such restrictions are necessary to preserve the order, discipline or safety of the foster home.

(Added to NRS by 2011, 653)

NRS 432.550 Persons with whom child may raise and redress grievance regarding violation of rights. If a child believes that his or her rights set forth in NRS 432.525, 432.530 and 432.535 have been violated, the child may raise and redress a grievance with, without limitation:

1. A provider of foster care;
2. An employee of a foster home;
3. An agency which provides child welfare services to the child, and any employee thereof;
4. A juvenile court with jurisdiction over the child;
5. A guardian ad litem for the child; or
6. An attorney for the child.

(Added to NRS by 2011, 653)

Attachment T: Policy and Practice Standards for Sharing Information and Documentation

Staff and Treatment Parents shall be trained in the policy and procedures for documenting and sharing information about a child placed in the specialized foster home with the child's advocate and the agency which provides child welfare services or other agency or person who has placed a child in the specialized foster home.

Staff and Treatment Parents shall keep detailed/descriptive records of the child's behavior and progress in targeted areas identified in the treatment plan. Records include but are not limited to information on visits, appointments, activities, school progress, medication administration and any incidents.

Every 90 days, the provider agency shall submit a progress report on the child to the agency which provides child welfare services or other agency or person who has placed the child in the specialized foster care home.

Within 30 days of discharge, the provider agency shall provide a discharge summary in writing to the agency which provides child welfare services or other agency or person who has placed the child in the specialized foster care home.

Attachment U: Policy and Practice Standards for Structured Therapeutic Environment

A structured therapeutic environment that includes the following provisions:

1. Structured daily activities and supervision that foster development, improvement, monitoring, and reinforcement of age appropriate social, communication and behavioral skills.
2. Planned activities that are appropriate to the child/youth's development, age, and functioning such as those that provide for and stimulate social relationships, creative activities, and hobbies.
3. Individual, home, neighborhood, school, and other community group activities appropriate to each child/youth's age and needs that may include:
 - Social, friendship, school, and community activities
 - Leisure time activities
 - Self-expression and communication
 - Physical exercise to encourage gross and fine motor skill development
 - Activities to encourage mental and intellectual stimulation and development
 - Activities that foster a connection to the child/youth's culture
 - Activities geared toward the child/youth's interests
 - Indoor and outdoor recreational activities and the necessary play equipment

Attachment V: Policy and Practice Standards for Suicide Awareness and Prevention

Training staff and treatment parents initially and annually thereafter in suicide awareness and prevention is required. Staff and treatment parents are to learn the warning signs and risk factors associated with suicide. A thorough understanding of the facts and myths about suicide is crucial in the prevention of suicide. The Nevada Suicide Prevention Plan is based on the strong belief that everyone has a role to play in suicide prevention, and those individuals and groups that address the physical, emotional, psychological, and spiritual needs of individuals and communities must work together if we are to be effective.

Agency policies and procedures must clearly outline steps staff and treatment parents are to follow in responding to youth who are in crisis. Staff and treatment parents must know the warning signs and be very familiar with steps outlined in the policy and procedure regarding safety planning, interventions, increased supervision and available resources to access in order to prevent suicide and stabilize the youth. The policy must include instructions to staff and treatment parents regarding reporting requirements of incidents.

There are many sources of information in order to provide comprehensive training to staff and treatment parents and they include but are not limited to the following:

- State of Nevada Department of Health and Human Services-Office of Suicide Prevention
- Suicide Prevention Resource Center
- Substance Abuse and Mental Health Services Administration (SAMHSA)
- National Action Alliance for Suicide Prevention
- World Health Organization
- Office of the Surgeon General
- Center for Disease Control and Prevention
- American Association of Suicidology
- The Jason Foundation

Attachment W: Policy and Practice Standards for Transportation

Agencies shall have a policy which instructs staff and treatment parents in their responsibilities to safely transport children/youth in their care to include:

1. Arranging or providing for the transportation needs of each child/youth to family visits, medical appointments, therapy and other appointments the child's plan identifies as necessary; and
2. Maintain at least the minimum automobile liability insurance required by state law and regulations and comply with seat belt and car seat requirements as well as any other laws pertaining to the safe operation of a motor vehicle.

Attachment X: Policy and Practice Standard for Trauma-Focused Care

Youth in foster care have experienced many different types of trauma. These experiences can range from abuse and neglect, sexual trauma, witnessing violence in the home or neighborhood, or the loss of a loved one. It is important that those providing day-to-day support and care become more trauma informed and understand the impact trauma has on the behavior, development, and relationships of the youth we serve.

What is Trauma-Informed Care?

“Trauma-Informed Care” is a strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.”¹

Specialized Foster Care Agencies shall have a policy which provides information on trauma-focused care. The policy shall also include training requirements for staff and treatment parents aimed at providing education about the impact of trauma on the development and behavior of children in foster care. The policy and training curriculum should provide staff and specialized foster care parents with the knowledge and skills to:

- Respond appropriately to the behavioral and emotional challenges of traumatized children
- Help traumatized children develop healthy attachments
- Help traumatized children recognize and develop their strengths
- Help traumatized children develop the coping strategies needed to grow into healthy and functional adults
- Take care of themselves and seek support from others.

What are the effects of trauma?

Trauma can result in impairment in development and functioning in the areas of:

- Attachment
- Biology
- Ability to regulate their mood
- Dissociation
- Behavioral control
- Cognition
- Self-concept

In addition, without the security provided by safe and permanent connections, these youth must shift resources normally earmarked for growth and development to self-protection in order to simply survive their environments. Left unaddressed, these impairments can place young people on a trajectory of life-long risk for serious mental health concerns, substance abuse and dependence, and leave them susceptible to further traumatization.

Tips for Integrating Trauma-Informed Approaches in Programs

Increase trauma awareness within the agency by providing trauma specific trainings. Ensure your agency places an emphasis on the physical and emotional safety of the clients and providers. Increase your client’s level of self-sufficiency by assisting them to reduce feelings of being emotionally overwhelmed and to make new meaning of their trauma history and current experiences. Become skilled in providing trauma informed care using trauma specific intervention techniques that are anchored in the strengths-based perspective.

How do agencies evaluate Trauma Informed Care?

It's important to determine if your trauma-informed services are increasing your youth's safety, well-being, self-sufficiency, and ability to establish permanent connections. The best support for determining this is to utilize your available resources. Some examples of resources include publications on trauma, training and technical assistance events, e-learning trainings on trauma, and consultation and support from peers. Since providing services to youth who have experienced trauma is emotionally demanding, consultation and support from co-workers and colleagues are essential to cope with the emotional demands of providing trauma informed care to youth. After evaluating your agency's ability to provide trauma informed care, it will be beneficial to engage in a meaningful discussion on how to improve the agency's ability to provide services that are trauma informed. The amount of time you invest in these activities will have a substantial return on investment and it will have a measureable impact on your ability to provide safety, well-being, self-sufficiency, and help youth establish permanent connections.

Providers in Nevada are receiving training developed by The National Child Traumatic Stress Network entitled "Caring for Children Who Have Experienced Trauma: A Workshop for Resource Parents". Materials and information are available at www.nctsn.org.

Some other well-known trauma-focused interventions as identified by the Substance Abuse and Mental Health Services Administration (www.samhsa.gov) include:

Addiction and Trauma Recovery Integration Model (ATRIUM) www.samhsa.gov/nctic/healing.asp#atrium

Essence of Being Real
www.samhsa.gov/nctic/healing.asp#essence

Risking Connection
www.samhsa.gov/nctic/healing.asp#risking

Sanctuary Model
www.samhsa.gov/nctic/healing.asp#sanctuary

Seeking Safety
www.samhsa.gov/nctic/healing.asp#seeking

Trauma, Addictions, Mental Health, and Recovery (TAMAR) Model www.samhsa.gov/nctic/healing.asp#tamar

Trauma Affect Regulation: Guide for Education and Therapy (TARGET)
www.samhsa.gov/nctic/healing.asp#target

Trauma Recovery and Empowerment Model (TREM and M-TREM) www.samhsa.gov/nctic/healing.asp#trem

Some other models/interventions include:

Trauma Focused Cognitive Behavioral Therapy (TF-CBT)
www.musc.edu/tfcbt

Child-Parent Psychotherapy (CPP)
Child Trauma Research Project, University of California, San Francisco
E- Mail: chandra.ghosh@ucsf.edu

Prolonged Exposure Therapy for Adolescents (PE-A)
Sandy Capaldi, Psy. D.
Center for the Treatment and Study of Anxiety (CTSA) at University of Pennsylvania
Website: www.med.upenn.edu/ctsa

Parent-Child Interaction Therapy (PCIT)
www.pcit.org

Trauma Systems Therapy (TST)
Email: glenn.saxe@childrens.harvard.edu

Traumatic Incident Reduction (TIR)
Traumatic Incident Reduction Association
Applied Metapsychology
Ann Arbor, Michigan
734-761-6268

Alternatives for Families-Cognitive Behavioral Therapy (AF-CBT)
David Kolko
University of Pittsburgh
412-246-5888
kolkodj@upmc.edu

Child and Family Traumatic Stress Intervention (CFTSI)
Training Contact: Carrie Epstein, Director of Training at the Yale Childhood Violent Trauma Center
epstein.carrie@gmail.com

Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
Audra Langlely
ALanglely@mednet.ucla.edu
www.cbitsprogram.org.

Combined Parent-Child Cognitive Behavioral Therapy (CPC-CBT)
Training Contact: Melissa Runyon CARES Institute
runyonmk@umdnj.edu
(856) 566-7036

I Feel Better Now! Trauma Intervention Program
National Institute for Trauma and Loss in Children (TLC)
Caelan Kuban
(313) 885-0390

Eye Movement Desensitization and Reprocessing (EMDR)
Robbie Dunton, Commercial Trainings Contact
EMDR Institute
www.emdr.com
phone: (831) 761-1040
Bob Gelbach, Executive Director of EMDR HAP (for Nonprofit Trainings) www.emdrhap.org
Phone: (203) 288-4450

Real Life Heroes (RLH)
Richard Kagan, Ph.D.
Address: 60 Academy Rd. Albany, NY 12208
Phone number: (518) 426-2600 ext. 2725
Email: kaganr@parsoncenter.org
Website: www.parsoncenter.org

Dialectical Behavior Therapy (DBT)
Behavioral Tech, LLC
(206) 675-8588
information@behavioraltech.org
Kathryn E. Korslund, Ph.D., ABPP
(206) 616-7324
korslund@uw.edu

Attachment, Self-Regulation, and Competency: A Comprehensive Framework for Intervention with Complexly Traumatized Youth (ARC)
Margaret Blaustein, Ph.D.
Address: The Trauma Center at JRI, 1269 Beacon Street, Brookline, MA 02446
Phone number: (617) 232-1303, ext. 214
Email: mblaustein@jri.org
Website: www.traumacenter.org

Trauma and Grief Component Therapy for Adolescents (TGCT)
Christopher Layne, Ph.D., or Bill Saltzman, Ph.D.
Address: UCLA - National Center for Child Traumatic Stress, 11150 W. Olympic Blvd., Suite 650, Los Angeles, CA 90064
Phone number: (310) 235-2633, extension 223; fax (310) 235-2612
Email: cmlayne@mednet.ucla.edu and wsaltzman@sbcglobal.net

Assessment –Based Treatment for Traumatized Children: Trauma Assessment Pathway (TAP)

Lisa Conradi, Psy.D.

Address: Chadwick Center for Children and Families - Rady Children's Hospital,
3020 Children's Way, MC 5131, San Diego, CA 92123

Phone number: (858) 576-1700 ext. 6008

Email: lconradi@rchsd.org

Website: www.taptraining.net

¹ Hopper, E.K., Bassuk, E. L., & Olivey, J. (2010). Shelter from the storm: trauma-informed care in homelessness services settings, *The Open Health Services and Policy Journal*, 3, 80-100.

Attachment Y: Policy and Practice Standards for Treatment Planning

Agencies shall have a policy and procedure for the treatment planning process. Individualized treatment plans address the emotional, cognitive and physical needs in major developmental areas and delineate the services planned to ameliorate specific problems associated with the child or youth's placement in specialized foster care.

Staff and treatment parents shall participate with the child welfare worker or other legal guardian and other team members in the development of treatment plans for each child or youth in their care. A goal addressing permanency planning, if applicable, shall be included in the overarching treatment plan. Input from staff and treatment parents regarding the child or youth's behavior and progress is extremely valuable because it is based on the daily observations of the child or youth in the natural environment, in interactions with their parents or other family members and participation in community life.

Treatment planning is an ongoing process involving an initial plan and the development of a comprehensive plan which is updated regularly to reflect progress made on short and long term goals.

A Treatment Plan includes the child or youth and family (when applicable) strengths, assets and abilities. It builds on existing, natural supports and highlights what is working.

A Treatment Plan must contain:

- Documentation of Family (when applicable) and/or Legal Representative involvement in Treatment Planning;
- Documentation of the child or youth's involvement in Treatment Planning; and
- Service/Treatment Documentation.

Include all of the following for each service to be provided:

- Name of the service
- Provider of the service
- Proposed quantity (e.g., 5 sessions, 10 sessions)
- Proposed frequency (e.g., once per week, twice per week, once per month)
- Anticipated length of treatment (e.g., 1 month, 3 months, 6 months, 1 year)
- Treatment Approach (e.g., behavioral management model to be utilized)

Treatment Goals: Broad statements that describe the overall, long-term desired results at the end of treatment, e.g., reduce anxiety, eliminate poor self-esteem, decrease self doubt, improve social integration skills, return to previous level of functioning, develop ability to cope with depressed mood, alleviate depressed mood, improve appetite, decrease sleep, increase healthy cognitive patterns, create positive views of self and/or the world, improve communication with others, self-advocate for acceptance, increase enjoyment with family, return to previous state of functioning, decrease responsibilities for others, resume interest in hobbies, improve memory/concentration.)

Measurable Objectives: Specific, short-term, measurable, realistic, individualized and attainable steps towards accomplishing the overall treatment goal. Each objective must describe how progress will be measured, how the task will be learned/accomplished and the criteria that, when met, will indicate a change in behavior. One template of a measurable objective is, "Child or Youth will progress from <old behavior/ability> to <new behavior/ability> in <length of time> as measured by <how goal/objective will be measured>."

Discharge Criteria: Behavioral and functional indicators that verify completion of the treatment goals, e.g., reported reduced symptoms of depression, returned to previous level of effective functioning, identified negative self-talk, eliminated negative self talk, increased positive self talk, enjoyed regular social interaction with peers for at least two weeks, improved self-acceptance, completed treatment goals, demonstrated improvement in all problem areas, conquered fear of social situations, implemented coping strategies for anxiety, applied useful techniques to maintain satisfactory functioning level, reported improved mood, evident improvement in self-esteem.

Discharge Plan: Describes the steps planned for the child or youth recipient after this Treatment Plan is finished.

Attachment Z: Policy and Practice Standards for Well-Being

Child well-being includes all aspects of screening, assessing and meeting the physical, mental health, and educational needs of a child or youth. Child well-being also includes maintaining a child or youth's connectedness to family, supportive relationships, and the community (including a religious or spiritual community). Staff and treatment parents shall receive information regarding the agency policy and procedures concerning child well-being. The role of staff and treatment parents includes providing transportation to appointments and communicating with the team to ensure services are obtained as needed.

Staff and Treatment Parent's Role in Treatment Planning:

- Ensure the child or youth is afforded the opportunity to participate in treatment planning;
- Ensure the child or youth's cultural background is considered in treatment planning;
- Ensure the child or youth's needs are addressed in the services being provided;
- Ensure cooperation between the employees of the foster care agency, the foster care parent, the child and the family of the child in meeting the goals of the child's treatment plan.

Staff and Treatment Parent's Role in Child Well-Being Regarding Education:

Staff and treatment parents are a valuable and important resource in supporting the child and youth's well being and educational progress and goals as they assist with the following:

- Encourage and monitor completion of homework assignments;
- Attend parent teacher's conference (also include the biological parent whenever possible);
- Attend IEP meetings and share information including ensuring the child's educational needs are addressed in the IEP goals;
- Keep the child welfare worker apprised of the educational progress and needs of the child or youth;
- Work with the school regarding day-to-day school attendance and academic performance;
- Maintain records regarding educational progress and a copy of the current IEP.

Staff and Treatment Parent's Role in Child Well-Being Regarding Transition Planning:

- Provide life skill development opportunities in the home and support the youth in obtaining services which teach independent living skills;
- Support youth in transitioning from placement to independent living by providing information and help in developing a plan for further education, vocational schooling or employment and safe and stable housing;
- Ensure the youth is involved in developing own transition plan.

Staff and Treatment Parent's Role in Child Well-Being Regarding Permanency and Preserving Connections:

- Support the child or youth with birth family connections whenever possible;
- Support the child or youth with positive social connections including friends, community and cultural connections;
- Support the child or youth in their connection to a religious or spiritual community;
- Specialized Foster Care Agency shall provide staff and treatment parents with historical information needed to help preserve existing connections.

Staff and Treatment Parent's Role in Child Well-Being Regarding Medical, Mental Health and Dental Care:

- Ensure the child receives mental/behavioral health and trauma screening and necessary referrals for assessment and treatment;
- Staff and treatment parents will follow the prescribed directions of a qualified medical provider, who is designated by the parent and/or the child or youth's child welfare worker, when administering medication;
- Staff or treatment parents shall not discontinue or in any way change the medication provided to a child or youth unless directed to do so by a qualified medical professional;
- At all times, staff or treatment parents will keep the assigned child welfare worker apprised of the child or youth's physical needs, and of any change in medication or treatment;
- Ensure child or youth receives required screenings, immunizations, medical and dental check ups and treatment;
- Keep a record of health information, appointments and treatment received.

ATTACHMENT BB

Insurance Schedule

The following are the insurance limits the awarded vendor(s) will be required to maintain for the life of the contract. The awarded vendor(s) shall not commence work before providing the required evidence of insurance to DCFS and DCFS has approved the insurance policies provided. The awarded vendor(s) will be required to provide evidence of continuing insurance to DCFS on an ongoing basis prior to expiration of the insurance policies provided.

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella

liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: “The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor”.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: “The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. The policy shall contain a waiver of subrogation against the State of Nevada.
- b. The requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to

Imran Hyman, DCFS Contract Manager
State of Nevada
Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-4413
Fax: (775) 684-4455
E-mail: ihyman@dcfs.nv.gov

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to

Imran Hyman, DCFS Contract Manager
State of Nevada
Department of Health & Human Services
Division of Child & Family Services
Fiscal
4126 Technology Way, 3rd Floor
Carson City, NV 89706
Telephone: (775) 684-4413
Fax: (775) 684-4455
E-mail: ihyman@dcfs.nv.gov

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

_____ Independent Contractor's Signature	_____ Date	_____ Title
_____ Signature – State of Nevada	_____ Date	<u>Administrator, Division of Child and Family Services</u> _____ Title

ATTACHMENT CC
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

DIVISION OF CHILD AND FAMILY SERVICES
Hereinafter referred to as "Covered Entity"

And

Hereinafter referred to as "Business Associate".

PURPOSE. In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information;

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. DEFINITIONS.

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
2. The following terms shall have the meaning ascribed to them in this Section:
 - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 - c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
 - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations, by the Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery, or the first day such breach or suspected breach is known to the Business Associate, or by exercising reasonable diligence would have been known by the Business Associate, in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is

taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others, as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, and any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by the Business Associate or its agents or subcontractors of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee who received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
 3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth by the Contract.

ATTACHMENT DD

SPECIALIZED FOSTER CARE RATE SCHEDULE EFFECTIVE: JULY 1, 2009

Age 0-12		
	Daily Rate	Monthly Rate
Specialized Foster Care	\$ 18.10	\$ 550.54
Board and Care	\$ 20.86	\$ 634.49
Subtotal	\$ 38.96	\$ 1,185.03
Personal Incidentals	\$ 0.36	\$ 11.00
Clothing	\$ 1.23	\$ 37.50
Subtotal	\$ 1.59	\$ 48.50
Total	\$ 40.55	\$ 1,233.53

Age 13-Over		
	Daily Rate	Monthly Rate
Specialized Foster Care	\$ 18.10	\$ 550.54
Board and Care	\$ 22.85	\$ 695.02
Subtotal	\$ 40.95	\$ 1,245.56
Personal Incidentals	\$ 0.72	\$ 22.00
Clothing	\$ 1.85	\$ 56.25
Subtotal	\$ 2.57	\$ 78.25
Total	\$ 43.52	\$ 1,323.81

Specialized Foster Care

Administration; Case Management; Crisis Triage, Provider Competency Training; Medication Education, Administration and Monitoring.

Board and Care

Housing and Furnishings, Utilities, Food and Non-Medical Transportation

These rates may be revised upon determination by the Division of Child and Family Services and subsequent approval by the Legislature.

DIVISION OF CHILD AND FAMILY SERVICES (DCFS)
FISCAL PROCEDURES AND BILLING INSTRUCTIONS
FOR SPECIALIZED FOSTER CARE PROVIDER AGREEMENTS
CUSTODY AND NON-CUSTODY CHILDREN

I. FISCAL INFORMATION

Custody

1. PROVIDER agrees to make immediate notification to appropriate case manager of any child that has departed or fled the providers care.
2. PROVIDER agrees to use the same name and address listed on the Provider Agreement.
3. PROVIDER agrees to notify the DCFS Contract Manager immediately, in writing, when a PROVIDER name or address change occurs.
4. PROVIDER must maintain adequate financial resources to operate all aspects of PROVIDER'S respective programs for a period of no less than sixty (60) working days.

Non-Custody

1. PROVIDER agrees to make immediate notification to the parent/guardian, placing agency case manager and the DCFS Fiscal Unit of any child that has departed or fled the providers care.
2. PROVIDER agrees to use the same name and address listed on the Provider Agreement, to prevent rejection of voucher by the DCFS Fiscal Unit.
3. PROVIDER agrees to notify the DCFS Contract Monitor immediately, in writing, when a PROVIDER name or address change occurs.
4. PROVIDER must maintain adequate financial resources to operate all aspects of PROVIDER'S respective programs for a period of no less than sixty (60) working days.

II. BILLING INFORMATION

Custody

1. No payment shall be authorized for the day a child departs except that if a child is admitted and released on the same calendar day, payment of one (1) day shall be authorized.

Non-Custody

1. Providers will submit a monthly invoice to the DCFS Fiscal Unit for children in non-custody for all jurisdictions Statewide in paper format.
2. Providers can obtain a preferred paper billing format from the DCFS Website: <http://www.dcf.state.nv.us/> or by emailing the DCFS fiscal unit at dcfsfiscal@dcfs.nv.gov.
3. The Provider shall only be reimbursed for authorized period of time that is accompanied by an approved Behavioral Health Prior Authorization Request (FH 11-A) Form (page 6) from Nevada Medicaid.
4. No payment shall be authorized for the day a child departs except that if a child is admitted and released on the same calendar day, payment of one (1) day shall be authorized.

General

Billing format templates can be found at http://www.dcf.state.nv.us/DCFS_Forms_Providers.htm.

III. PAYMENT INFORMATION

Custody

1. The Specialized Foster Care, Board and Care along with Personal Incidentals and Clothing will be issued monthly based upon age of the child as outlined in the Rate Schedule.

Non-Custody

1. The Specialized Foster Care plus Board and Care payments will be issued on a monthly based upon age of the child as outlined in the Rate Schedule.

IV. PROVIDER BULLETINS

Custody and Non-Custody

1. DCFS will issue Provider Bulletins to outline fiscal billing procedures, informational items, technical assistance and training which will be available on the DCFS Website; <http://www.dcf.state.nv.us/>

Attachment FF
ADDITIONAL INFORMATION

Company Name

Contact Name

Physical Address

City, State Zip

Phone Number (Office)

Phone Number (Cell)

Fax Number

E-mail Address

Federal Tax ID#

Nevada Business ID (starts with NV...)

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as?

Yes No

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency?

Yes No

If "Yes," provide the name and address of the agency.

Vendor # (as assigned by the State of Nevada Controller's Office, starts with T or P...)

Company Name

Service Areas

- | | |
|--|---|
| <input type="checkbox"/> Battle Mountain | <input type="checkbox"/> Lovelock |
| <input type="checkbox"/> Caliente | <input type="checkbox"/> Mesquite |
| <input type="checkbox"/> Carlin | <input type="checkbox"/> Pahrump |
| <input type="checkbox"/> Carson, Minden, Gardnerville, Genoa | <input type="checkbox"/> Pioche |
| <input type="checkbox"/> Elko | <input type="checkbox"/> Reno, Sparks |
| <input type="checkbox"/> Ely | <input type="checkbox"/> Silver Springs, Lahontan,
Fernley |
| <input type="checkbox"/> Fallon | <input type="checkbox"/> Tonopah |
| <input type="checkbox"/> Hawthorne | <input type="checkbox"/> Virginia City, Silver City |
| <input type="checkbox"/> Lake Tahoe, Zephyr Cove, Incline Village | <input type="checkbox"/> Wells |
| <input type="checkbox"/> Las Vegas, Boulder City, Indian Springs, Jean,
Henderson | <input type="checkbox"/> Winnemucca |
| <input type="checkbox"/> Laughlin | <input type="checkbox"/> Yerington |