

## CONTRACT DECLARATIONS AND EXECUTION

<b>Procurement Type/Number</b>	<b>Contract #</b>
RFP # ACFS-24-XXX	FWBP-CPS-24-0xx

<b>Title of Contract</b>
Crisis Intervention, Stabilization, and Reunification Services - Child Welfare Emergency Services

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

<b>Agency of the State (hereafter "Agency")</b>	
<b>Name/Principal Address of Agency:</b>  Iowa Department of Health and Human Services 321 E. 12 <sup>th</sup> Street Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b>
<b>Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"):</b>  Kati Swanson 321 E. 12 <sup>th</sup> Street Des Moines, IA 50319-0114 Phone: 515-809-5396 <a href="mailto:kati.swanson@hhs.iowa.gov">kati.swanson@hhs.iowa.gov</a>	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b>  Lori Frick 321 E. 12 <sup>th</sup> Street Des Moines, IA 50319-0114 <a href="mailto:lori.frick@hhs.iowa.gov">lori.frick@hhs.iowa.gov</a>
<b>Notice of Future Address Change:</b> It is anticipated the main offices of the Department of Health and Human Services will be moving to the Lucas State Office Building at 321 E. 12 <sup>th</sup> Street, in Des Moines, Iowa, by the end of 2024. The Agency will share the date of this change of address with contractors at a later date.	

<b>Contractor: (hereafter "Contractor")</b>	
<b>Legal Name:</b>	<b>Contractor's Principal Address:</b>
<b>Tax ID #:</b>	<b>Organized under the laws of:</b> Iowa
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b>	<b>Contractor's Billing Contact Name/Address:</b>

<b>Contract Information</b>	
<b>Start Date:</b> 7/01/2023	<b>End Date of Base Term of Contract:</b> 06/30/2025
<b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to 4 additional 1-year extensions.	
<b>Contract Contingent on Approval of Another Agency:</b> DOM	<b>ISPO Number:</b>
<b>Contractor a Business Associate?</b> Yes	<b>Contractor subject to Iowa Code Chapter 8F?</b> Yes
<b>Contract Include Sharing SSA Data?</b> No	<b>Contractor a Qualified Service Organization?</b> Yes
<b>Contract Payments include Federal Funds?</b> Yes <b>The contractor for federal reporting purposes under this contract is a:</b> Subrecipient <b>UEI #: The Name of the Pass-Through Entity:</b> Iowa Department of Health and Human Services	
<b>CFDA #:</b> 93.658 <b>Grant Name:</b> Foster Care Program	<b>Federal Awarding Agency Name:</b> Administration for Children and Families

**Contract Execution**

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<b>Contractor</b>		<b>Agency, Iowa Department of Health and Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name: Kelly Garcia	
Title:		Title: Director	

**Iowa Code Chapter 8F**

As a condition of entering into this Contract with the Agency, the Contractor certifies that: 1) it has the information required by Iowa Code Chapter 8F and referenced in Section 2.14.6, Certification *Regarding Iowa Code Chapter 8F* available for inspection by the Agency and the Iowa Legislative Services Agency; and 2) the Contractor is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the Contractor and the requirements of Iowa Code Chapter 8F.

[Certification shall be signed by 1) An Officer AND one member of the Board of Directors; OR 2) Two members of the Board of Directors; OR 3) The sole proprietor of the Contractor]

<b>Contractor, by:</b>		<b>Contractor, by:</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name:	
Title:		Title:	

<b>Certification and Disclosure Regarding Lobbying</b>
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**Instructions:**

Title 45 of the Code of Federal Regulations, Part 93 requires the Contractor to include a certification form, and to file a disclosure form, if required, as part of the Contract. Award of the federally funded contract is a Covered Federal action.

- 1) The Contractor shall file with the Agency this certification form, as set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.
- 2) The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Statement for Loan Guarantees and Loan Insurance***

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 for each such failure.

I certify that the contents of this certification are true and accurate. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

- The Contractor is NOT including a disclosure form as referenced in this form’s instructions because the Contractor is NOT required by law to do so.
- The Contractor IS filing a disclosure form with the Agency as referenced in this form’s instructions because the Contractor IS required by law to do so.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

## SECTION 1: SPECIAL TERMS

### ***1.1 Special Terms Definitions.***

Definitions in this section correspond with capitalized terms in the Contract.

**“Accreditation”** or **“Accredited”** means a program that is accredited by an independent not-for-profit organization (e.g.: Council on Accreditation, Joint Commission for Behavioral Health Care Services, and Council on Accreditation for Rehabilitation Services).

**“Administrative Costs”** means costs that may include, but are not limited to, such categories as salary and fringe benefits for administrators and support staff, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services to Children and families.

**“Admission Clinical Review Form”** means the clinical assessment completed by an LPHA to determine QRTP level of care for a Child.

**“Admission and Discharge Protocol”** means the protocol used by the Agency, Juvenile Court Services, and Contractors that defines allowable reasons a Contractor can deny a Child’s admission to shelter or carry out an unplanned discharge from shelter and a review process to resolve issues related to admission or unplanned discharge.

**“Aftercare”** or **“Iowa Aftercare”** means a program designed to provide service and supports to the Aftercare eligible population to assist program participants in achieving Self-Sufficiency for the Transition from adolescence to adulthood. Participation in the program is voluntary for the eligible Child. A component of the Aftercare Program, Preparation for Adult Living (PAL), provides financial support to eligible Youth who are receiving Aftercare services.

**“Agency”** means the Iowa Department of Health and Human Services.

**“Behavioral Health Intervention Services” (BHIS)** means services provided to Children who are Medicaid eligible and under twenty-one (21) years of age and their families to remediate mental health symptoms and behaviors. This includes the provision of services to address criminogenic factors that are necessary for effective functioning with family, peers, and community in an age-appropriate manner.

**“Business Day”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

**“Casey Life Skills Assessment” (CLSA)** means a suite of comprehensive online assessments, learning plans, and learning resources that can be utilized at no charge to help engage young people in Foster Care whereby they can gain the life skills they need to exit care. The tools are strengths-based and were built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by Youth and caregivers for successful adult living (Career Planning, Communication, Daily Living, Home Life, Housing and Money Management, Self-Care, Social Relationships, Work Life, and Work and Study Skills). The CLSA is intended for Youth age 8-18. There are also additional assessment supplements designed to help young people who have specific needs and challenges. The specific topics are pregnancy and parenting infants and young Children; homeless; Youth values; education; gay, lesbian, bisexual, transgender, and questioning Youth (GLBTQ); and American Indian.

**"Case Management"** means Agency social casework working with Children to assess and identify individual and Family strengths and needs, develop Case Permanency Plans to provide appropriate supports and services, implement the Case Permanency Plans, coordinate, and monitor the provision of services, and evaluate client progress and the case. It also includes similar services provided by Juvenile Court Services' workers.

**"Case Permanency Plan"** means the Agency plan identifying goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the Child and parents, objectives, desired outcomes, and responsibilities of all parties involved and reviewing progress.

**"Caseworker"** means the Caseworker for a Child in care. This is defined in Foster Group Care Services licensure rules in 441 Iowa Admin. Code Ch. 114 and in Child Placing Agencies' licensure rules for Supervised Apartment Living in 441 Iowa Admin. Code Ch. 108. For Child Welfare Emergency Services, a Caseworker shall be the person primarily responsible for Service Planning for the Child and being the point of contact for the Child's Family and Referring Worker. All Caseworkers shall be responsible for coordination with referral sources and coordination of services to a Child.

**"Casework Supervisor"** means the staff member defined in FGCS licensure rules, the staff member that provides supervision in CWES, and the staff member that provides supervision in SAL. This individual provides supervision of the Caseworker(s) by regularly scheduled face-to-face case specific discussions with the Caseworker.

**"Child," "Children," "Youth," or "Juvenile"** means a person(s) who meets the definition of a Child in Iowa Code § 234.1(2)

**"Child and Family Services Review" (CFSR)** means the process and procedures used by the federal Department of Health and Human Services to monitor and evaluate each states' Child welfare Agency in order to promote the achievement of safety, Permanency, and well-being for Children that come to the attention of the Child welfare system and improve the quality of Agency Child welfare services.

**"Child Welfare Emergency Intervention"** means, for the purpose of CWES, a service provided in a Child's home or elsewhere to address immediate problems or to de-escalate situations with the intent to keep families together and avoid a Child's Removal from his or her home.

**"Child Welfare Emergency Services" (CWES)** means an array of short term and temporary placements that are provided to the Target Population by the Child welfare system and focus on Children's safety, permanence, and well-being. Eligible Children are referred by the Agency, Juvenile Court Services, and Law Enforcement.

**"Child in Need of Assistance" (CINA)** means adjudicated by Juvenile court to be a Child in Need of Assistance pursuant to Iowa Code Ch. 232.

**"Clinical"** (practice) means the professional application of theories and methods that lead to differential diagnosis, prevention, amelioration and treatment of bio-psycho-social dysfunction and impairment, including mental, emotional, behavioral, and developmental disorders.

**"Clinically-trained Staff"** means persons with a master's (or other advanced) degree in social work, psychology, or a related behavioral science and who are licensed to practice in their respective field. This may include, but is not limited to, a medical doctor or doctor of osteopathy, licensed independent social workers, advanced registered nurse practitioners, Ph.D. psychologists, marriage and Family therapists, and mental health counselors.

**"Community Residential Facility"** means a licensed FGCS facility that provides care for Children who are considered unable to live in a Family situation due to social, emotional, behavioral, or physical disabilities or

community safety issues but are capable of interacting in a community environment with a minimum amount of supervision. The facility provides 24-hour care including board and room. Community resources are used for education, recreation, medical, social, and rehabilitation services. The facility is responsible for planning and providing for the Child's daily activities, discipline, guidance, peer relationships, and recreational programs.

**“Comprehensive Residential Facility”** means a licensed FGCS facility that provides care for Children who are unable to live in a Family situation due to social or emotional needs and who require varying degrees of supervision as indicated in the individual Service Plan. Care includes room and board. Community resources may be used for medical, recreational, and educational needs. Comprehensive residential facilities have higher staff to client ratios than Community Residential Facilities and may use control rooms, locked cottages, mechanical restraints, and chemical restraints when these controls meet licensing requirements.

**“Contract Manager”** means the staff person or persons accountable to the Contract Owner, acting under the direction and guidance of the Contract Owner for a specific RFP and contract.

**“Contract Owner”** means the administrator within the Agency who has overall responsibility, accountability, and authority for the direction and management of the procurement for a specific RFP and contract.

**“Criminogenic Risk Factors”** means the characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend and commit another crime. There are two categories of criminogenic needs: static and dynamic. Static factors cannot be changed or addressed by any sort of program or therapy in the prevention of future crimes. In contrast, dynamic factors can be addressed by therapy, training, education, and/or targeted programming and subsequently altered to result in more law-abiding behavior. The eight (8) criminogenic risk factors are anti-social behavior, anti-social personality, anti-social cognition, anti-social peers, family/relationships, school/work, leisure/recreation, and substance abuse.

**“Crisis Intervention and Stabilization Plan”** means the methods a Contractor will use at both the Contractor and individual Child levels to respond to Child behaviors that may lead to situations like Critical Incidents, trauma, or reports to authorities (e.g., Law Enforcement). Contractor Crisis Intervention and Stabilization plans shall define Contractor policies and procedures that are appropriate to meet the needs of the Children in care, identify expectations of staff and staff training requirements, define appropriate staffing patterns and desired competencies, discuss the Contractor's approaches to Trauma-Informed Care, define the behavior de-escalation techniques that will be used, and describe the plan for when to engage local law enforcement. Child-specific Crisis Intervention and Stabilization Planning shall be individualized and based on needs of the individual Children in care and incorporated into the Child's Service Plan. This planning shall address, but not be limited to a Child's trauma; mental health or behavioral needs; and approaches to de-escalation that shall be used to manage a Child's behavior when needed.

**“Critical Incident”** for online reporting purposes means a behavior-related or other situation involving a Child during the provision of service that results in one of the following:

- Death
- Police calls or other law enforcement involvement or contact
- Mandatory report of abuse,
- Emergency treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office

**“Delinquent”** means a Child adjudicated by Juvenile court for having committed a Delinquent act as defined in Iowa Code Ch. 232.

**“Deliverables”** means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials, and property to be created, developed, produced, delivered, performed,



or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor, or subcontractor of the Contractor) in connection with this Contract.

**“Education Specialist”** means Contractor staff directly responsible for a Child’s education and related services and needs. This may include the Child’s Contractor-appointed Caseworker.

**“Emergency”** means, for the purpose of CWES, a service offering extended involvement with the Agency or Juvenile Court Services (more than a shorter involvement with Child welfare Crisis Intervention and Stabilization), such as temporary Out-of-Home Placement until Family and Child issues are resolved and there is a final disposition of a Child’s case. Placements outside the home include Emergency Family Foster Care, Placements with Family members, or Emergency Juvenile Shelter Care.

**“Emergency Juvenile Shelter Care”** means the provision of Emergency, short-term care until a more permanent living arrangement is possible. Iowa Code § 232.2 defines “shelter care” as temporary care of a Child in a physically unrestricting facility at any time between a Child’s initial contact with Juvenile authorities and the final judicial disposition of the Child’s case and identifies the facilities in which a Child may be placed. Shelter care facilities that are county or multi-county operated receive a Certificate of Approval if they meet standards defined in 441 Iowa Administrative Code Chapter 105. Privately operated shelter care facilities receive a Certificate of Licensure if they meet the standards defined in 441 Iowa Administrative Code Chapter 105. Emergency Juvenile Shelter Care is not considered suitable for Children under age 12 unless appropriate alternatives are first sought and determined to be unavailable.

**“Evidence-Based Practice”** means practices or service approaches whose effectiveness at achieving desired outcomes for specific Target Populations of Children and families has been substantiated or validated by independent empirical research. Information on Evidence-Based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service information. Examples of such organizations include the Child Welfare League of America, the American Public Human Services Association (APHSA), the Center for the Study of Social Policy, the Casey Foundation, Casey Family Programs, the federal Office of Juvenile Justice and Delinquency Prevention, the federal Agency of Health and Human Services, and university schools of social work.

**“FACS”** means the Family and Children’s Services data system and/or its’ equivalent replacement. Contractors should be advised the Administration for Children and Families (ACF) has announced the Comprehensive Child Welfare Information System (CCWIS) final rule, which when implemented in Iowa, will require Contractors to adapt as needed to comply with federal requirements. More information about CCWIS can be found at: <https://www.acf.hhs.gov/media/9674>.

**“Family or Kin”** means the social unit consisting of the Child and relations of the Child including, but not limited to, biological or adoptive parent, stepparent, brother, sister, stepbrother, stepsister, and grandparent.

**“Family Case Plan” (Form No.470-3453)** means the official record of the Agency’s involvement with the Family. It serves to help document the Child and Family conditions and concerns that caused the Family to become involved with the Child welfare system, help determine and document the most appropriate services and supports needed to assure and promote Child safety, Permanency, and well-being. The Family Case Plan includes a description of a plan to keep the Child safe; individual Family strengths, supports, and needs; how the strengths and Family supports can be used to assist the Family in self-directed change; how the Agency and others will assist the Family in overcoming the needs; and document compliance with applicable state and federal laws and regulations.

**“Family Casework”** means a family-centered model of child welfare practice involving ongoing assessment, case planning, and direct services to Families which assists Families in building the skills necessary to provide a

permanent, safe, and stable environment for the Children. Direct services include any interventions to ameliorate barriers/deficits which would otherwise result in removal or delay reunification.

***“Family-Centered Model of Practice”*** means a way of working with families, both formally and informally, across service systems to enhance their capacity to care for and protect their Children. It focuses on Children's safety and needs within the context of their families and communities and builds on families' strengths to achieve optimal outcomes. Families are defined broadly to include birth, blended, kinship, and Foster and Adoptive Families.

***“Family Centered Services” or “FCS”*** means the primary Agency purchased interventions, services, and supports to strengthen and preserve connections between Children and their Family as defined by Request For Proposal ACFS 20-006 and resulting contracts, as these documents may be amended.

***“Family Focused Meeting” or “FFM”*** means a gathering of Family members, friends, formal and informal supports, with the assistance of the meeting facilitator, to draw on past successes of the Family in problem solving and work in partnership with the Family to enhance the safety of Children. Motivational Interviewing, family engagement and relapse prevention strategies will be utilized in the facilitation of the meeting.

***“Family-Like Setting”*** means a Foster Family Home, a relative Placement, a pre-adoptive home, a Fictive Kin Placement, or trial home visit.

***“Family Finding Efforts”*** means a variety of approaches and methods Contractors and the Agency use to help Children in Foster Care find and connect with biological or chosen Family members.

***“Family Interaction”*** means a process used to maintain relationships with siblings, parents, Family, and other individuals and to reduce the sense of abandonment and loss that Children experience at Placement. Family Interaction should take place in the least restrictive, most home-like setting appropriate to meet the Child's needs for safety. Family Interaction should minimize the harmful effects of Family separation as well as nurture and enhance reunification. Family Interaction should maintain meaningful contact consistent with the development and/or special needs of the Child and Family to further progress toward achieving Permanency for the Child. Interactions provide the opportunity for families to maintain relationships, enhance well-being, and may sometimes be an appropriate venue to provide families with the opportunity to learn, practice and demonstrate new behaviors and patterns of interaction. Family Interaction will also provide an opportunity to assess caregiver needs around parent training, community resources/referral, and concrete supports. Family Interaction proceeds in three phases as progress occurs: initial phase, central phase, and reunification phase.

***“Family Interaction Plan”*** means the plan to guide Family Interactions that encourages progressive increase in parents' responsibility. The Plan is premised on case goals and on an assessment of a Family functioning and safety concerns for the Child. A written Family Interaction Plan should be tailored to meet the safety concerns of the Family and will be provided to assure Family Interaction begins as soon as possible after Removal from parental custody. Family Interaction Plans must never be used as a threat or form of discipline to the Child or to control or punish the parent.

***“Fictive Kin”*** means an individual who is unrelated by either birth or marriage but who has an emotionally significant relationship with another individual who would take on the characteristics of a Family relationship.

***“Formal Life Skills Assessment”*** means a tool designed to measure a Child's knowledge and skill comprehension a Child needs to direct his or her life at home and in the community. Measurement of skills include “hard skills” including but not limited to money management, food preparation, hygiene, home management, accessing health care, education, and employment-related skills, accessing community resources and time management. Measurement of skills also includes “soft skills,” including but not limited to decision-making, problem solving, relationship skills, and self-advocacy skills. Results of the Life Skills Assessment

(both strengths and needs) are used in designing services and supports that promote a Child-centered Transition plan to assist the Child in successful Transition from the Foster Care system to early adulthood and Self-Sufficiency.

**“Foster Care”** means substitute care furnished on a 24-hour-a-day basis to an eligible Child in a licensed or approved facility by a person or Agency other than the Child’s parent or guardian. Foster Care does not include care provided in a Family home through an informal arrangement for a period of 20 days or less. It includes the provision of parental nurturing and shall include, but is not limited to, the provision of food, lodging, training, education, supervision, and health care.

**“Foster Group Care Service” (FGCS) or “Qualified Residential Treatment Program” or “FGCS/QRTP”** means one service of the Child welfare array of services that offers a safe and protective structured living environment for eligible Foster Care Children who are considered unable to live in a Family situation to social, emotional, behavioral, or physical disabilities or community safety issues but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either for having committed a Delinquent act or they have been placed on a consent decree or as CINA and court-ordered to this State-licensed Out-of-Home care provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional Child welfare services and Juvenile Justice Services.

**“Group Care Maintenance”** means food, clothing, shelter, school supplies, personal incidentals, daily care, general parenting, discipline, and supervision of Children to ensure their well-being and safety, and administration of maintenance items provided in a group care facility.

**“Guaranteed Payment Bed” or “Guaranteed Bed”** means a bed that is part of a FGCS/QRTP, SAL, or CWES contract guaranteed available to the Agency as needed, and for which Agency payment will be made regardless of use in order to assure access as needed and stability of payment to a Contractor or subcontractor.

**“Integrated Health Home” (IHH)** means a team of professionals working together to provide whole-person, patient-centered, coordinated care for adults with a serious mental illness (SMI) and Children with a serious emotional disturbance (SED). Integrated Health Homes are administered by the Medicaid Managed Care Organizations (MCOs) and provided by community-based Integrated Health Homes.

**“Inter-Agency Placement Review Committee”** means a committee that uses a multi-faceted approach that includes reviewing all referrals to the Specialized Delinquency Beds program to confirm they meet entry criteria, ensuring appropriate programming is available, exploring treatment alternatives, initiating a seamless transition for Youth, staffing problematic cases, identifying Youths that cross systems, and generating solutions for cases that do not qualify for placement in the Specialized Delinquency Bed program.

**“In The Home” or “In-Home”** means that a Child resides in the permanent home of the Child’s parent or guardian.

**“In-Home Onsite Mediation Services and Follow-up”** means a Child Welfare Emergency Intervention provided in a CWES referral’s home or community to settle Family disputes or other Child welfare crises. Follow up is the time period defined by a Contractor during which continued outreach or other direct communication will occur following a mediation to determine the success of the intervention.

**“Invoice”** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

**“Juvenile Court Services” (JCS)** means an administrative unit that is part of the judicial branch of Iowa government and established in each judicial district pursuant to Iowa Code Ch. 602. JCS provides intake services for all Iowa Youth who are alleged to have committed a Delinquent act. JCS also supervises and provides services to those Youth who are adjudicated Delinquent or those Youth who have committed a Delinquent act but who have not been adjudicated Delinquent by the Juvenile Court.

**“Juvenile Court Services Model of Practice” (JCS’s Model of Practice)** means the Juvenile Court Services utilization of Evidence-Based Practices that result in the Juvenile Court Officer (JCO):

- 1) Assessing offender’s criminogenic needs and risk factors using the Iowa Delinquency Assessment
- 2) Targeting traits, skills, conditions, and behaviors that are most likely to lead to Recidivism
- 3) Engaging offenders in the change process
- 4) Matching intervention strategies to offenders’ individual needs and circumstances, and
- 5) Planning strategies, in collaboration with each Child and their Family, to facilitate behavioral change

**“Juvenile Court Services Case Plan”** The plan developed by JCS, which identifies criminogenic risk factors, goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the Child and parents, objectives, desired outcomes, and responsibilities of all parties involved and reviewing progress, including any directives or needs identified by the court.

**“Kinship Caregiver”** means kin (e.g., grandparent, sibling, etc.) and Fictive Kin (e.g., godparents, close Family friends, etc.) providing care for a Child.

**“Law Enforcement”** means a member of a police force or other Agency or department of the State, county or city regularly employed as such and who is responsible for the prevention and detection of crime and the enforcement of the criminal laws of Iowa and all individuals, as determined by the Iowa Law Enforcement academy council, who by the nature of their duties may be required to perform the duties of a peace officer.

**“Licensed Practitioner of the Healing Arts” (LPHA)** means a practitioner such as a physician (M.D. or D.O.), a physician assistant (PA), an advanced registered nurse practitioner (ARNP), a psychologist, a social worker (LMSW or LISW), a marital and family therapist (LMFT), or a mental health counselor (LMHC) who is licensed by the applicable state authority for that profession. *See* Iowa Administrative Code 441.78.12(1).

**“Life Skills Training”** means interpersonal and daily living skills training to prepare individuals to maintain a safe, healthy, and stable lifestyle. Skills training may involve “hard” skills including, but not limited to, money management, self-care and hygiene, physical and mental health care, education (e.g., study skills, tutoring), employment (e.g., job seeking/maintenance), housing (e.g., home-management, renter’s rights and responsibilities, roommate decisions), time-management, accessing community resources. Skills training may also involve “soft” skills including, but not limited to, decision-making, problem solving, relationship skills, and self-advocacy skills.

**“Maintenance Payment”** means a per diem payment for SAL to cover certain day-to-day expenses. In SAL cluster sites, this payment covers staffing, housing, food, and basic clothing costs. In SAL scattered sites, this payment covers staffing.

**“Motivational Interviewing”** means an evidence-based method of interacting with clients designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes which target child safety and well-being, improved protective capacities for parents, and reduce risk of future maltreatment.

**“Multi-disciplinary Team Approach”** means drawing appropriately from multiple disciplines to redefine problems outside of normal boundaries and reach solutions based on a new understanding of complex situations.

**“No Reject, No Eject”** means that the Contractor shall accept all Cases referred by the Agency or JCS, recognizing that the Agency may approve exceptions in unique situations.

**“Neurodevelopmental and Comorbid Conditions” (NACC)** means a combination of lower cognitive functioning, developmental delays, and serious emotional and behavioral concerns affecting the functioning and treatment needs of a Child. NACC signifies the Child has been assessed by a Licensed Practitioner of the Healing Arts to have significant needs which necessitate residential treatment.

**“Non-Guaranteed Payment Bed”** or **“Non-Guaranteed Bed”** means a bed that is part of the contract and shall be available to the Agency as needed, and for which payment will be made based on actual use.

**“One Caseworker Model”** means the integrated approach to provide each Child with one point of contact through the provision of each service. A Child in CWES, FGCS, or SAL will have a single assigned Caseworker to coordinate the delivery of the Child’s Service Plan and to be the point of contact for the Child, the Child’s Family or other persons in the Child’s Positive Support System, and the Referring Worker. The One Caseworker Model is designed to ensure a Child and Child’s Family have consistent access to Contractor staff and coordinate services for each Child.

**“Organized Community Activity”** means community-based activities, which can include groups, organizations, clubs, extra-curricular school activities, participation in faith-based groups, and employment within the community. Attending school (including classes leading to a high school equivalency diploma) and informal leisure activities such as going to the mall are not considered Organized Community Activities.

**“Out-of-Home”** means that the Agency has Placement and care responsibility of a Child in a location other than the Child’s natural home.

**“Permanency”** means a Child has a safe, stable custodial environment in which to grow up, a life-long relationship with a nurturing caregiver, and is able to explore and retain significant connections to Family members to the greatest extent possible.

**“Placement”** means each physical setting in which a Child in care resides. For purposes of CWES, a Placement occurs when a Child remains in a shelter bed more than 47 hours.

**“Positive Support System”** means members of the Child's Family and/or other positive adult role models identified by the Child and/or Family to be a support for the Child.

**“Positive Youth Development”** means an intentional, prosocial approach that engages Youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people’s strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strengths.

**“Practice Standards”** means a set of written guidelines that define what staff in a program does, that is, the tasks and skills performed in the course of fulfilling the Contract requirements and meet the needs of the population served. Standards describe what is considered “best practice”.

**“Problematic Sexualized Behavior”** means a Child’s sexual behavior(s) that is/are developmentally inappropriate or potentially harmful to the Child or others.

**“Program Director”** means the individual dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director

shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

**“Qualified Residential Treatment Program” (QRTP)** means a program within a Foster Group Care Services State-licensed and Accredited Out-of-Home care facility that provides continuous, 24-hour care and supportive services to Children in a residential, nonfamily home setting that: has a trauma-informed treatment model that is designed to address the clinical and other needs of Children with serious emotional or behavioral disorders or disturbances; is able to implement the specific treatment recommended in an assessment completed by a qualified individual; has registered or licensed nursing staff and other licensed clinical staff who are: (a) on site according to the treatment model and during prime programming hours; and (b) available 24 hours a day, 7 days a week; appropriately facilitates outreach to family members, integrates the family members into the treatment of the Children and documents how this is accomplished, and documents and maintains contact information for any known biological family and kin caregiver, including documenting how sibling connections are maintained; is able to provide discharge planning that provides family-based aftercare support for at least 6 months following discharge.

**“Quality Assurance”** means the procedures established and activities undertaken by Foster Group Care, CWES, and Supervised Apartment Living Contractors to ensure services are delivered in accordance with requirements established by the Agency and to improve the quality of services to achieve safety, Permanency, and well-being.

**“Reasonable and Prudent Parent Standard”** means the standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interests of a Child while at the same time encourage the emotional and developmental growth of the Child, that a caregiver shall use when determining whether to allow a Child in Foster Care under the responsibility of the state to participate in extracurricular, enrichment, cultural, and social activities. For the purposes of this definition and this RFP, “caregiver” means a designated official at a Foster Group Care or Emergency Juvenile Shelter in which a Child in Foster Care has been placed.

**“Recidivism”** means any misdemeanor or felony level offense referred to the juvenile justice system, the adult corrections system, or both, within a twelve (12) month period after date of discharge from service.

**“Recruitment, Retention, Training, and Support of Resource Families” (RRTS)** means the Contractor responsible for activities related to recruiting new resource families, retaining current resource families, the licensing of foster homes and approval of adoptive families, matching Children in need of Placement with the appropriate resource family, providing training and support services to resource families, and providing post-adoption services to adoptive families who are eligible for adoption subsidy.

**“Referring Worker”** or **“Referral Worker”** means either the Agency social work case manager or the JCS case manager (Juvenile court officer) assigned to provide Case Management services to the Child.

**“Reintegration”** means the process in which a Child exits or discharges from a Placement to home or another community or home-like setting.

**“Reintegration Planning”** means a component of the Child’s Service Plan developed by the Contractor together with the Child, the Child’s Referral Worker, and the Child’s Family after admission to initiate thinking about exit and discharge to assure a successful move home or to the next living arrangement and to assure the continuity of Clinical and support services. Reintegration Planning begins no later than the Child’s Service Planning Conference.

**“Removal”** means the Placement of a Child from the setting in which they were living by order of the court or Voluntary Placement Agreement.

**“Risk, Need, Responsivity Principle (RNR)”** means the essential guiding principles for effective correctional intervention. The risk principle states that the level of supervision and services provided to a defendant or probationer should match that individual’s risk of re-offending. The Need Principle states that you should focus services and interventions on the identified criminogenic needs of each person on supervision. The Responsivity Principle states that once risk and needs are identified, you should match individuals to services and interventions based on the individual’s unique characteristics (i.e., responsivity factors) such as gender, age, ethnicity, learning style, motivation to change, cognitive abilities, mental health, culture, and strengths.

**“Safety Plan”** means a specific and concrete strategy and written plan developed by the Agency with the Family for controlling Threats of Maltreatment or supplementing Protective Capacities to keep the Child safe. The Safety Plan identifies who will participate to assure safety of the Child, who will monitor the Safety Plan, and duration of the Safety Plan. The Safety Plan will also address how behaviors, conditions, and circumstances associated with the signs of present or Impending Danger will be controlled.

**“SAL Required Services”** means:

- 1) Ensuring through visits to the supervised apartment living situation that there is no reasonable cause for believing that the Child’s mode of living or living situation presents unacceptable risks to the Child’s health or safety and that the living arrangement has been approved by the Referring Worker and meets the following minimum standards: complies with applicable State and local zoning, fire, sanitary, and safety regulations; provides reasonably convenient access to schools, places of employment, community resources, and services and supports required by the Child; and is reasonably priced to fit within the Child’s budget;
- 2) Providing for ongoing supervision of the Child (including but not limited to guidance, oversight, and behavior monitoring to ensure that the Child’s living arrangement is maintained in a safe condition, the Child has access to a telephone, there is an operating smoke alarm on each level of occupancy, the Child is receiving necessary health care, the Child is receiving appropriate and sufficient services and supports, the Child is complying with Service Plan requirements);
- 3) Having a minimum of twice weekly face-to-face contacts during the initial months and then once per week on-going for Children; and
- 4) Providing Life Skills Training according to each Child’s individual Service Plan.

**“SAL Stipend”** means a monthly Agency issued payment made on behalf of the Child to provide for the Child’s living costs. The stipend is paid at the beginning of the month for the month of service to cover expenses typically incurred at the beginning of the month (e.g., rent). The stipend will be prorated for Children entering a SAL Placement during a month by prorating the monthly rate at one-thirtieth of the monthly allowance per day.

**“SAL Start-up Allowance”** means an initial one-time allowance for Children placed in SAL Foster Care to assist with initial costs of the Placement, such as rent/utility deposits, purchase of food, utensils, bedding, and cleaning supplies, as needed.

**“Self-harm”** means self-inflicted injury to a person’s own body.

**“Self-Sufficiency”** means sustaining a safe and stable living environment and having resources to support that living environment. Indicators of Self-Sufficiency may include but are not limited to demonstration of attainability and sustainability of active education and/or employment plans; knowledge and access to personal and community resources, including self-care; adequate and appropriate physical and mental health care; and demonstration of basic life skills (see Life Skills Training definition above).

**“Sensory Room”** means a specially designed environment created to give an immersive sensory experience for people with various abilities.

**“Service Area”** means one of the groups selected from Iowa’s 99 counties with boundaries defined by the Agency to provide for improved localized administration of programs (See Attachment E).

**“Service Area Manager” (SAM)** means the Agency official responsible for managing the Agency’s programs, operations, and Child welfare budget within one of the Agency Service Areas.

**“Service Contract Specialist”** means the Agency Worker assigned to provide review and oversight for an Agency contract with a Contractor.

**“Service Payment”** means a per diem payment in SAL to cover the resources needed to offer Child development and life skills services to a Child in SAL.

**“Service Plan”** means the plan developed by the Contractor in consultation with the Child and the Child’s Family (unless a reason for noninvolvement is documented in the case record), the Referral Worker, and significant others, whenever appropriate. This is the “care plan” required in Foster Group Care, Emergency Juvenile Shelter, and Supervised Apartment Living. The Service Plan shall be based on individual Child assessment as required by licensure and include the following: (1) Identification of specific needs; a description of all planned services and goals and objectives with projected dates of accomplishment intended to meet the specific needs of the Child; (2) Action steps to be taken by the Child, the Child’s support system, and staff and the frequency of actions or services; where services will occur; and, the Caseworker who will be responsible for the Service Plan. The Service Plan shall include the Child-specific Crisis Intervention and Stabilization and Reintegration Plans and be coordinated with other service plans (e.g., Family Interaction, Behavioral Health Intervention Services or other mental or behavioral health services) and assure continuity of the Child’s day to day life activities while in care, such as, but not limited to, school, Family relationships, health care, mental health, and behavioral needs, etc.

**“Service Plan for Shelter Services”** means the plan developed by the Contractor in consultation with the Child and the Child’s Family (unless a reason for noninvolvement is documented in the case record), the Referral Worker, and significant others, whenever appropriate that describes the results of the CWES Screening Tool and outlines the plan and summarizes all work at case closure.

**“Service Planning Conference”** means a meeting conducted by the Contractor with the Referral Worker, the Child and the Child’s Family, and other key individuals after admission as a means of developing the core components of the Service Plan including, but not limited to, Family and community connections, physical and mental health, education, and Reintegration Planning.

**“Specialized Delinquency Program” (SDP or SJDP)** means a program designed to reduce multiple placements for delinquent Youth by increasing Youth engagement in treatment, targeting high-risk criminogenic areas, and preparing Youth for lower levels of care and reentry into the community. The program serves male and female Youth under formal supervision with JCS who exhibit a chronic pattern of behaviors that cannot be managed in the community and, because of the nature and/or frequency of their delinquencies, will potentially test the limits of the traditional congregate care treatment setting. The program, which meets the criteria for a QRTP, utilizes an integrated and comprehensive treatment approach that is strength-based and focuses on positive behavior strategies.

**“State”** means the State of Iowa, the Agency, and all State agencies, boards, and commissions.

**“Statewide”** means, for the purposes of this RFP, the Contractor can serve eligible Children from anywhere in the State.

**“Supervised Apartment Living Foster Care” (SAL)** means a type of Foster Care Placement in Iowa. The living arrangement must provide a Child with an environment in which the Child can experience living in the



community with less supervision than that provided by a foster family or Foster Group Care setting, with services and supports aimed at preparing the Child for Self-Sufficiency. Children in the SAL program are expected to attend school, shop for their food, prepare their own meals, do their own laundry and cleaning, and engage within the community. SAL Foster Care is the least restrictive type of Foster Care Placement in Iowa in which Children are either 1) placed in their own scattered-site setting (e.g., apartment unit) with access to Contractor staff 24 hours a day, seven days a week or 2) are placed in a cluster setting (up to six Children placed in the same building such as apartments located in one building or private housing) in which Contractor staff is on-site (present and available to the Children) in the living arrangement at any time when more than one Child is present in this type of setting.

**“Target Population”** means Children eligible for CWES, FGCS/QRTP, or SAL services procured with this RFP, specifically:

- **“CWES Target Population”** means Children up to the age of 18 years under the supervision of the Agency or Juvenile Court Services who need temporary care and who can be lawfully placed in Emergency Juvenile Shelter Care pursuant to conditions described in Iowa Code section 232.21. The Target Population also includes Law Enforcement referrals. These are Children who these entities would otherwise refer for shelter care Placement if appropriate alternative services were not available and Children who may require shelter Placement.
- **“FGCS/QRTP Target Population”** means Foster Care eligible Iowa Children who are considered unable to live in a Family situation due to social, emotional, behavioral, or physical disabilities or community safety issues but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either as having committed a Delinquent act or as a CINA. This State-licensed Out-of-Home care is provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional Child welfare services and Juvenile Justice Services.
- **“SAL Target Population”** means Foster Care eligible Iowa Children aged 16 ½-18, or in some cases up to age 21, who are able to live in a more independent setting with less supervision than that provided by a foster family or Foster Group Care setting, with services and supports aimed at preparing the Child for Self-Sufficiency and living in the community.

**“Temporary Informal Shelter Care”** means time-limited placements in a shelter care setting that do not require a court order and can last no longer than 47 hours.

**“Transition”** means the period in care during which Children are guided to develop life skills needed to move to successful young-adulthood and Self-Sufficiency.

**“Transition Planning”** means the services, supports, activities and referrals to programs that assist Children currently or formerly in Foster Care in acquiring skills and abilities necessary to Transition to adulthood successfully. Key Transition Planning domains are education, employment, health, housing, and relationships.

**“Trauma-Informed Care”** means the incorporation of an understanding of trauma and traumatic experiences and the effect they can have on Children in Foster Care into the care and services provided to a Child. These experiences may include, but not be limited to betrayal of a trusted person or institution and a loss of safety; experiences of violence; physical, sexual, and institutional abuse, neglect, intergenerational trauma; and, disasters that induce powerlessness, fear, recurrent hopelessness, and a constant state of alert. Trauma-informed is an approach to help engage people with histories of trauma that recognizes the presence of trauma symptoms and acknowledges the role that trauma has played in their lives.

**“Treatment Outcome Package” (TOP)** means the behavioral assessment tool adopted by the Agency and JCS. TOP is designed to assist in understanding and improving our Youth’s outcomes by measuring their social and

emotional well-being over time, ensuring that Youth receive the right interventions, services, and placements to meet their needs. The TOP assessment complements the information that the Agency, JCS, and providers collect, enhancing both understanding and collaborative decision making on cases.

**“Uniform Combined Cost Report”** means a report that allows the Agency to determine allowable costs for each service across various Agency programs.

**“Voluntary Placement”** and related **“Voluntary Placement Agreement” (VPA)** means a Foster Care Placement in which the Agency provides Foster Care services to a Child according to a signed Placement agreement between the Agency and the Child's parent or guardian. The Agency has authority to select the Foster Care Placement and has responsibility for care and supervision.

**“Youth Centered Planning Meeting”** means the JCS Youth centered process that promotes self-determination by engaging Youth in planning for their future. With the assistance of the Youth's support system, the Youth identifies his/her goals for the future and the supports and resources needed to be successful in eight (8) domains: education, employment, housing, health, supportive relationships, civic engagement/responsibility, self-sufficiency, and interpersonal skills/behaviors.

**“Youth Transition Decision-Making (YTDM) Meeting”** means a Youth-centered practice model and teaming approach that follows standards and is offered to Youth 16 years of age and older. This model has two key components: Engagement/Stabilization and the Dream Path process to promote Self-Sufficiency and to empower Youth to take control of their lives and dreams. Supportive adults and peers create a team to help the Youth make connections to resources, education, employment, health care, housing, and supportive personal and community relationships.

**“Youth Transition Decision-Making (YTDM) Meeting Dream Path”** means a Youth-friendly collaborative plan completed for all Youth Transition Decision-Making Meetings covering the fostering connections categories. The main focus is accomplishing steps toward achieving the Youth's goals as they transition to adulthood.

**“Youth Transition Decision-Making (YTDM) Meeting Youth Plan”** means a collaborative plan between the Youth and the Child welfare system developed with the Youth during a Youth Transition Decision-Making Meeting. The plan states the strategies and agreements made during the Youth Transition Decision-Making Meeting.

**“24/7”** means the provision of services to the Target Population 24 hours per day and 7 days per week, 365 days per year.

### **1.2 Contract Purpose.**

The parties have entered into this Contract to provide Child Welfare Emergency Services as part of the Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR) continuum of care. This Contract emphasizes the Agency's goal that when Out-of-Home Emergency Placements are necessary they are less than thirty days. Contractors shall stabilize and support the Child and Child's Family so further CWES is unnecessary.

The combined service array represents the Agency's intent to provide and support Child welfare services and juvenile justice services that:

- are Family focused
- are designed to build on Family strengths
- enhance parents' or other caregivers' capacity to protect and safely care for Children
- connect families to community resources and informal support systems

- ensure Children who age out of Foster Care have the skills and connections to successfully Transition to adulthood
- follow the Family First Blueprint for Iowa’s Future Child Welfare System (Attachment C), as well as the JCS’s Model of Practice (Attachment G).
- are consistent with the principles of the Child and Family Service Review (CFSR) of Child safety, Permanency and well-being while encouraging flexibility, innovation, and use of Evidence-Based Practice strategies to build a comprehensive continuity of care system.
- address the Risk Need Responsivity Principles
- utilize research driven practices that are informed by the review of Iowa specific data

### ***1.3 Scope of Work.***

The Contractor shall provide services for the contracted Scope(s) of Work in the contracted Service Area(s). The Contractor shall provide services in a manner consistent with the Agency’s Child Welfare Model of Practice (Attachment K) and JCS’s Model of Practice (Attachment G), with the goal of promoting each Child’s safety, Permanency, and well-being. Out-of-Home Placements can be a source of trauma for Children, and the Contractor shall implement strategies to mitigate the effects of trauma for each Child, promote the Child’s health, and support the Child’s education and development of life skills. The Contractor shall utilize the One Caseworker Model throughout each Child’s Out-of-Home Placement in the contracted service. Whenever possible, the Contractor shall promote and support the Child’s return to or reengagement with Family and assist in planning for local community-based services, as appropriate to the Child’s age. It is critical to a Child’s healing and well-being that they have minimal moves and permanent Placements.

The Contractor shall provide Child Welfare Emergency Services (CWES) that:

- Provide 24/7 response to Emergency referrals by the Agency, JCS, or Law Enforcement.
- Ensure CWES are individually responsive to each Child and their Family’s needs and in the Child’s community.
- Accept referrals and provide contracted services on a No Reject, No Eject basis. See attached protocol (Attachment D) for dispute resolution.
- Provide minimally restrictive, short term (less than 30 days whenever possible), temporary shelter care beds while maintaining as much normalcy for the Child as possible, including attendance at the Child’s school of origin whenever appropriate. On occasion, shelter stays may extend past 30 days, and expectations for services for these Youth remain the same.
- Maintain all required licensures, certifications, or approvals.

#### ***1.3.1 Service Area Coverage***

Service Areas represent five groupings of the ninety-nine (99) counties in Iowa into defined geographic areas for improved, localized administration of programs (See the Service Area map in Attachment B). CISR services shall be provided by Contractor(s) in a Service Area-specific manner with the goal of moving Children back to their communities of origin and preserving connections of each Child to their families, home communities, schools, and community-based supports as well as achieving better outcomes for each Child. When possible, every effort will be made to ensure service delivery to Children will occur at a local level, based upon the Agency’s defined Service Areas. However, when facilities within a Child’s identified Service Area are unable to effectively address a Child’s treatment needs, a Child may be placed outside of their Service Area to ensure they are receiving treatment services that match their individual needs.

#### ***1.3.2 Collaboration and Consultation***

In order to achieve the desired outcomes of safety, Permanency, and well-being for Children, each Contractor, for each contracted service and Service Area, shall collaborate with all other CISR Contractors, the Agency,

JCS, other Child Welfare and community services providers, and relevant stakeholders. Strong collaboration will strengthen services, identify gaps or needs, promote best practice, and avoid service duplication. The Contractor shall participate in local, Service Area, and Statewide committees, workgroups, and planning groups. The Contractor shall collaborate with entities such as, but not limited to, the following:

- a) All other CWES, FGCS/QRTP, and SAL Contractors in all Service Areas
- b) Family Centered Services (FCS) Contractors; including the facilitators of Family Focused Meetings
- c) Recruitment, Retention, Training, and Support (RRTS) of Resource Families Contractors
- d) State and local initiatives such as the breakthrough series collaborative/county equity teams and minority, Child, and family initiatives
- e) Parent Partners
- f) Youth Transition Decision Making (YTDM) or Youth Centered Planning Meeting (YCPM) facilitators and Contractors
- g) Providers of mental health and substance abuse services
- h) Churches and faith-based community organizations
- i) The judicial system including judges, county attorneys, and guardians ad litem
- j) State Child welfare and JCS justice initiatives
- k) Schools or other education entities (AEA)

While frequent movement of a Child is discouraged, there are cases where it will be necessary for a Child to move from one service to another service or one Service Area to another Service Area. In order to ensure continuity of care and seamless Transitions for each Child, the Contractor shall also:

- a) Develop strong linkages with other Child welfare and juvenile justice service providers; and
- b) Focus on communicating with the Referral Worker and the receiving or sending service to ensure all relevant information regarding the Child is shared, if a Child is going to be moved to a different Contractor or Contract (e.g., FGCS/QRTP to SAL or one Service Area to another Service Area)

### ***1.3.3 Child Welfare Emergency Services Scope of Work***

The Contractor shall provide Child Welfare Emergency Services (CWES) as follows.

#### **1.3.3.1 CWES Overview**

CWES are short term and temporary Child welfare placements provided through the Child welfare system that focus on a Child's safety, Permanency, and well-being. This Contract emphasizes the Agency's goal that Placement is temporary and they are less than fourteen days. Contractors shall stabilize and support the Child and Child's Family such that a return to CWES is unnecessary. CWES are intended to immediately respond to the needs of the eligible Target Population defined for this Contract. CWES approaches include temporary informal placements to formal court-ordered Emergency Juvenile Shelter Care (as permitted by the Iowa Code). CWES must be coordinated with other Child Welfare and Juvenile justice services and with other domains of a Child's life, including but not limited to, education, Family relationships, recreation, health care, and mental or behavioral health care. Contractors shall access available services that Youth in their care may need, including accessing Medicaid-covered behavioral support services.

CWES serve the following groups of Children:

- Children requiring Placement in shelter, as follows:
  - Children referred to CWES with court orders for immediate Placement into shelter care; or
  - Children with or without court involvement referred to CWES for whom it has been agreed upon between the Contractor and Agency/JCS/Law Enforcement that temporary informal placement into a shelter bed is the most appropriate service.

On the other hand, CWES are intended to address the Child welfare/juvenile justice needs of Children and families as they relate to safety, Permanency, and well-being. Children and families may be involved with CWES for a matter of hours, or perhaps days or weeks if a shelter bed has been ordered, whereas mental health-related treatment may be available as long as needed in order to stabilize psychiatric crises. This Contract does not address mental health crisis services.

While Emergency mental health services are not directly tied to the Child welfare and Juvenile justice system and CWES are not based on mental health needs, it is important that Contractors recognize where or when their Child welfare/juvenile justice services overlap with the emerging Children's mental health initiatives. Such appreciation by Contractors will ensure the Contractor's activities are closely coordinated in order to meet needs related to safety and Permanency as well as needs related to mental health.

### **1.3.3.2 Program Administration**

The Contractor shall provide the required services for each Child served in the CWES program to meet the specific needs of the Child as follows:

#### **1.3.3.2.1 Regulations and Policies**

The Contractor shall meet all the requirements of all applicable State and federal laws and regulations. The Contractor shall:

- a) Meet the applicable licensing, accreditation, certification, or approval standards throughout the life of the Contract. The Contractor must provide proof of these licenses, accreditations, certifications, or approval standards to the Agency prior to contract execution.
- b) Develop and comply timely with written policies that are reviewed and approved by the Agency for:
  - i. Handling client appeals and grievances
  - ii. Reporting abuse and denial of critical care of Children
  - iii. Confidentiality, and
  - iv. Staff training.
- c) Participate in the annual Agency's Child welfare services Contractors' meeting if applicable.
- d) Develop and comply with internal continuous Quality Assurance processes using data analysis, process and practice modification, supervision, and other methods to ensure the quality of services provided.
- e) Utilize encrypted email for any electronic communication regarding a Child and/or a Child's family.
- f) Serve any Child referred to the Contractor for Emergency Juvenile Shelter Care from within the Contractor's Service Area or any other Service Area if an open bed is available.
- g) Serve any Child referred to the Contractor for temporary informal shelter care from within the Contractor's identified coverage counties.

If the Contractor does not meet the requirements in this Section 1.3.3.2.1 at any time, the Agency may determine, in its sole discretion, to either not enter into a Contract, not extend the Contract, or to terminate the Contract in accordance with the Contract's termination provisions.

**1.3.3.2.2 Delivery of CWES**

Throughout the delivery of CWES, the Contractor shall ensure the safety, Permanency, and well-being of each Child. It is essential the Contractor consider the temporary nature of shelter bed Placements as care is provided to the Child. In all CWES provision, the Contractor shall:

- a) Safeguard Children from abuse while receiving CWES.
- b) Collaborate with entities at the local and State levels to achieve the most desirable case-specific and system outcomes.
- c) Make decisions with families using approaches that include informal supports and the Child's Positive Support System.
- d) Ensure a safe and supportive environment for each Child receiving CWES.
- e) Accept all referrals and provide contracted services on a No Reject, No Eject basis.
- f) Use measurable outcomes to evaluate the quality of CWES.
- g) Use approaches to services for outcomes that best address the needs of the Child welfare and juvenile justice systems.
- h) Ensure no Child is ever refused services or discharged from service except in Agency approved cases per the Admission and Discharge Protocol.
- i) Develop and implement written plans for the Contractor's response to disasters and other emergency situations that are consistent with State, federal, and local guidelines.
- j) Utilize Agency-approved tool to assist the Child in identifying informal and formal supports and document these efforts.

**1.3.3.2.3 Ensuring Access to Services**

The Contractor shall develop, implement, and adhere to CWES delivery methods for shelter Placement that are diverse and flexible enough to ensure accessibility in the communities for which the Contractor is responsible. The Contractor shall:

- a) Serve Children up to 18 years of age referred by the Agency, JCS, or Law Enforcement (LE) and Children court ordered to Emergency Juvenile Shelter Care Placement.
- b) Serve the specified age groups or genders for which the Agency has contracted with the Contractor for Emergency Juvenile Shelter Care.
- c) Demonstrate strong working relationships with others in the Contractor's community, such as, but not limited to, community resources, community leaders, and judges.

**1.3.3.2.4 Temporary Informal Shelter Care**

The Contractor shall provide temporary informal shelter care when a Child can appropriately and safely receive them instead of being placed in an Emergency Juvenile shelter bed. These placements do not require a court order and can last no longer than 47 hours. The Contractor shall:

- a) Respond to referrals from the Agency/JCS/Law Enforcement within one hour and coordinate the temporary informal shelter care placement with the Agency/Juvenile Court Services/Law Enforcement.
- b) Use the Agency's CWES Intake Form (Attachment F) to complete documentation for temporary informal shelter care placements. If a Youth doesn't meet criteria for a temporary informal shelter care placement, the Contractor shall provide resources and referral information to assist in meeting the needs of that individual. Contractors shall have relationships and contact information for both public and private agencies who can assist families in crisis. Contractors may have formal linkages to these service providers.
- c) Serve Children up to 47-hours outside their home as a temporary informal shelter care placement.
- d) Develop a crisis plan for the Child receiving temporary informal shelter care, in the format and timeframe required by the Agency. The Contractor shall connect the

Youth/family to resources and referral information to assist in meeting the needs of the individual. Contractors will make efforts to help the family initiate the services prior to discharge. Contractors will have relationships and contact information for both public and private agencies who can assist families in crisis. Contractors may have formal linkages to these service providers. This information will be provided in writing to Youth/family upon discharge on an Agency-approved format.

- e) Complete a genogram (family mapping) or other Agency-approved tool (Discovering Connections tool, Attachment L) for identifying the Child's informal and formal support system.
- f) Maintain supporting documentation for temporary informal shelter care service provision. The Contractor shall have a case file/record completed for each Child and submit documents as required by the Agency.
- g) Complete a case file closure summary for the Child when temporary informal shelter care placements conclude, in the format and timeframe required by the Agency.
- h) Provide temporary informal shelter care for all Children in the Contractor's identified coverage counties.

#### **1.3.3.2.5 Emergency Juvenile Shelter Care**

There will be instances when a Child cannot be served with temporary informal shelter care and will require Emergency Juvenile Shelter Care. In providing Emergency Juvenile Shelter Care, the Contractor shall:

- a) Accept all referrals for Children into its contracted number of Emergency Juvenile Shelter Care beds.
- b) Discharge Children in Emergency Juvenile Shelter Care to a permanent Placement at the earliest possible time and work closely with the Referral Worker to develop a service approach to accomplish this within 14 days from the date of admission.
- c) Administer the CWES Emergency Juvenile Shelter Care component following the Reasonable and Prudent Parent Standards (Refer to RFP posting for this document).
- d) Structure Emergency Juvenile Shelter Placement to pursue the least restrictive and most Family-Like Setting and to maintain Family connections as appropriate.
- e) Utilize the Agency's assessment tool (Treatment Outcome Package, or TOP) to assess the well-being of each Child and ensure the results are loaded into the TOP tool's online portal. The assessment will be administered by the Contractor at the intervals determined by the Agency, and assessments will begin on a date agreed upon by the Contractor and Agency. Contractor staff shall participate in any required training to learn about the administration of TOP.
- f) The Contractor shall connect the Youth/family to resources and referral information to assist in meeting the needs of the individual. Contractors will make efforts to help the family initiate the services prior to discharge. Contractors will have relationships and contact information for both public and private agencies who can assist families in crisis. Contractors may have formal linkages to these service providers. This information will be provided in writing to Youth/family upon discharge on an Agency-approved format.
- g) Follow the requirements of the Admission and Discharge Protocol (Attachment D) as it relates to Placement in Emergency Juvenile Shelter Care.

##### **1.3.3.2.5.1 Service Documentation and Individual Service Plan**

Contractors shall maintain a system of individual service documentation and files/records for each Child referred and maintain these notes and files/records in an organized and confidential fashion. See link to current Documents for CWES at:

<https://hhs.iowa.gov/programs/CPS/cps-contracts/cisr>.

Files/records shall include the Agency's CWES Intake Form (Attachment F) Specifically, the Contractor shall:

- a) Develop an individualized Service Plan for each Child in an Emergency Juvenile Shelter Care that is based on each Child's unique needs and contains goals and objectives with projected dates of accomplishment. Specifically, the Contractor shall:
  - i. Develop a Service Plan utilizing the Agency's approved Service Plan form for each Child in the timeframe required by Agency (within ten (10) Business Days of the date of admission).
  - ii. Complete a Service Planning Conference for each Child within five (5) Business Days of a Child's admission to a shelter bed and utilize the information gathered at this conference to develop the individualized Service Plan.
  - iii. Make sure the Caseworker is an active participant in the development and directing of the Service Plan.
  - iv. Develop the Service Plan with input from the Child, the Referring Worker, and Child's Family, unless a reason for noninvolvement is documented in the case record.
  - v. Include in the Service Plan information from other plans that affect the Child's care including but not limited to the Child's Case Permanency or Juvenile Court Services Plan, other Child welfare services plans, or Behavioral Health and Intervention Services (BHIS).
  - vi. Submit the completed Service Plan via email (for JCS Youth) or through HHS JARVIS system (for HHS Youth) and/or its' equivalent replacement to the Referring Worker in the timeframe required by Agency (within ten (10) Business Days of the date of admission)
  - vii. Provide a copy of the completed Service Plan to the Child's parents or guardians in the timeframe required by Agency (within ten (10) Business Days of the date of admission).
  - viii. Update the Service Plan whenever a new Case Permanency Plan/Juvenile Court Services Plan is received for the Child, as needed to address the needs of a Child, or at a minimum of every thirty (30) days.
  - ix. Complete a monthly Service Planning Follow-Up Conference for each Child and utilize the information gathered at this conference to develop the individualized Service Plan.
- b) Maintain a daily log for each Child in Placement. The log shall be used to note general progress in regard to the Service Plan (if applicable) and any problem areas or unusual behavior for each Child in addition to any other Agency-approved and required material. See Iowa Code 441-152.2(4)" a" for a detailed definition of what is required for a daily log.
- c) Maintain supporting documentation. The Contractor shall have a case file/record completed for each Child and submit documents as required by the Agency.
- d) Complete a discharge summary for each Child in Emergency Juvenile Shelter Care utilizing the Agency's approved discharge summary report form in the timeframe required by Agency (within five (5) Business Days of the Child's discharge date).
  - i.) Submit the completed discharge summary via email (for JCS Youth) or through HHS JARVIS system (for HHS Youth) and/or its' equivalent replacement to the Referring Worker in the timeframe required by the Agency (within five (5) Business days of the Child's discharge date).



- ii.) Provide a copy of the completed discharge summary to the Child's parents or guardians in the timeframe required by Agency (within five (5) Business days of the Child's discharge date).
- iii.) Make sure supporting documentation for service provision and service billing supports the provision of Child welfare services and Emergency Juvenile Shelter Care Services as defined in rule 441 Iowa Admin Code § 105.14 and 441 Iowa Admin Code §105.17(4). Service documentation shall be detailed, describe service provided, and clearly connect to the Service Plan goals and objectives.

#### **1.3.3.2.5.2 Admission and Discharge Protocols**

The CWES Contractor shall adhere to the shelter bed Admission and Discharge Protocol (Attachment D) and accept referrals and provide contracted services on a No Reject, No Eject basis. This protocol describes a process that applies to Agency and JCS Placements, and it applies equally to all beds included in the CWES Contract. The Protocol acknowledges that Emergency Juvenile Shelter Care facilities will serve some difficult cases. It does not apply to Placements made by Law Enforcement.

#### **1.3.3.3 One Caseworker Model for CWES**

The Contractor shall provide one Caseworker for each Child and Child's Family while the Child is in CWES. This person shall be the day-to-day liaison for the Child and the Child's Family to seek answers to questions and express concerns. The person assigned to each Child and Child's Family shall be the chief point of contact regarding the Child for the Agency or JCS. Other individuals delivering services will interact with the Child and Family, however the Contractor shall ensure these services are coordinated through the Child's Caseworker. Any major information, ranging from transfer of service to Clinical results, shall be communicated to the Child and Family through the Caseworker. The Caseworker shall be present at intake unless outside normal business hours. The name and contact information for this individual shall be documented in the Child's Service Plan and provided to the Referring Worker and the Family. The Caseworker shall communicate information gathered about the Child to the Referring Worker and the Family on a weekly basis, at minimum.

#### **1.3.3.4 Individual Child Development and Life Skills in Emergency Juvenile Shelter Care**

Emergency Juvenile Shelter Care offers short-term interventions. The Contractor shall:

- a) Provide a nurturing environment in shelter care that addresses immediate needs while providing continuity in a Child's life for the time they are engaged in service.
- b) Assist in the Child's transition planning to adulthood if applicable.

#### **1.3.3.5 Family and Community Connections in Emergency Juvenile Shelter Care**

The following section applies to the provision of Emergency Juvenile Shelter Care. The Contractor shall assist the Child in developing and maintaining relationships with the Child's Family and other individuals in the Child's Positive Support System, especially given the temporary nature of CWES engagement. Throughout the provision of CWES, the Contractor shall actively ensure that the Child stays connected to the Child's kin, fictive kin, culture, and community. A lack of interaction with a Child's Family or Positive Support System can increase trauma that can result from a Child's Out-of-Home Placement and make a Child's Reintegration more difficult. The Contractor shall facilitate the Child's interactions with Family or other individuals in the Child's Positive Support System as these connections are crucial to the Child's well-being and to the Child returning to the community. For each Child in care longer than one month, Contractors shall report Child and Family connections no less than at the end of each calendar month the Child is in care using the Agency's online reporting system. For Emergency Juvenile Shelter Care, the Contractor shall:

- a) Ensure the Family and Community Connection section of each Child's Service Plan includes a comprehensive summary of all related activities.

- b) Follow the Standards of Family Interaction when a Child has a Family Interaction Plan and coordinate the Child's Family Interaction Plan with the Service Plan.
- c) Facilitate meaningful contact between the Child and parents daily (via phone, internet video, or comparable means).
- d) Facilitate a minimum of weekly face-to-face contact between the Child and the Child's parents or other persons in the Child's Positive Support System unless limited by JCS, court order, or the Agency. If a Child's parents live more than fifty (50) miles from the Child's Placement, video conferencing may be used as a substitute for two (2) of the approximate four (4) monthly face-to-face visits.
- e) Collaborate with community agencies to develop connections to coordinate services.
- f) Develop community supports and service relationships to help meet immediate Family and Child needs.
- g) Participate in the planning conference when invited by the Agency when a Child is known to be leaving home and entering a CWES shelter Placement.
- h) Assist the Child with Family Finding Efforts. Utilize the completed genogram (family mapping) or other Agency-approved tool for identifying the Child's informal and formal support system. Facilitate contact with identified individuals after consultation with Referring Worker.
- i) Participate in Family Focused Meetings, Youth Transition Decision-Making Meetings, or Youth Centered Planning Meetings when invited.
- j) Maintain a Child's connections with the Child's school-of-origin, Family, friends, and churches as appropriate. Developing and maintaining linkages to strengthen the relationship with the Child's home community and/or the community in which he/she may reside is critical to success upon discharge.
- k) Execute a plan for a Child's services to continue in the Child's community after disengaging CWES to prevent reentry to shelter care or other CWES engagement. This may include follow-up phone calls to the Family or home visits, and the plan should be documented in the discharge report.
- l) Initiate follow up contact (at minimum, a phone call or home visit) using the format and instructions provided by the Agency after the Child leaves a shelter Placement and is discharged to their Family or other Family-Like Setting. This information shall be documented in the Child's file and in the discharge report.
- m) Provide opportunities for sports or other organized activities to ensure continuity for the Youth and their connections.

### **1.3.3.6 Crisis Intervention and Stabilization in Emergency Juvenile Shelter Care**

The following section applies to the provision of Emergency Juvenile Shelter Care. Contractors shall have a global Crisis Intervention and Stabilization Plan and an individualized plan for Crisis Intervention and Stabilization incorporated into each Child's Service Plan. The Contractor shall accept referrals and provide contracted services on a No Reject, No Eject basis. The Contractor shall serve any Child the Agency or JCS refers to the Contractor from within the Contractor's contracted Service Area. For Emergency Juvenile Shelter Care, the Contractor shall:

- a) Follow the Agency's procedure to submit notification of all Critical Incidents to HHS and/or JCS.
- b) Notify the Child's parent(s) or guardian and Referral Worker immediately of any serious illness, incident involving serious bodily injury, or circumstances causing removal of the Child from the facility. In the event of the death of a Child, a Contractor shall immediately notify the Child's parent(s) or guardian, the Referral Worker, the appropriate state authority, and the physician (if applicable). The Contractor shall document in the Child's case file how this notice was provided (e.g., via telephone, face to face, etc.) and to confirm that the notice was received

by all parties contacted. Develop, implement, and follow a Contractor-specific Crisis Intervention and Stabilization Plan to identify and respond to Critical Incidents, mitigate trauma, and address staff training that will develop staff competencies to implement this plan.

The Contractor shall:

- i. Train staff in Trauma-Informed Care, behavior management, and de-escalation techniques as a means to reduce and address situations that may lead to Critical Incidents
  - ii. Cultivate a culture that includes de-escalation training, expectations, procedures, and policies that are appropriate for the needs of Child placed in shelter, and
  - iii. Submit this plan to the Service Contract Specialist and the Agency's program manager by July 31<sup>st</sup> annually
- c) Include Child-specific Crisis Intervention and Stabilization planning as a component of each Child's Service Plan. The crisis components of the Service Plan shall
- i. Be individualized to the Child's unique needs and reflect the elements of the Agency-approved Contractor Crisis Intervention and Stabilization Plan, and
  - ii. Consider appropriate staffing patterns and competencies, Child trauma, treatment needs, and other elements needed to appropriately de-escalate and manage a Child's behavior

#### **1.3.3.7 Reintegration Planning in Emergency Juvenile Shelter Care**

The following section applies to the provision of Emergency Juvenile Shelter Care. CWES is temporary and when a shelter Placement is used the Contractor will be responsible for planning the services needed during Placement and after discharge, in order to promote successful safety, Permanency, and well-being outcomes for each Child after the Child leaves Child welfare services. For Emergency Juvenile Shelter Care, the Contractor shall:

- a) For Children in shelter Placement, initiate Reintegration Planning at the Service Planning Conference to initiate thinking about exit and discharge to ensure a successful move home or to the next living arrangement. All efforts shall be coordinated with Case Management entities as necessary, and the Contractor shall assist in connecting family to local service providers.
- b) Maintain continuity of the Child's day-to-day life activities, such as, but not limited to, school, Family relationships, health and mental health care, religious, and additional services that are identified for the best interest of the Child.
- c) Collaborate and coordinate with referral Agency to provide for a Child's needed transportation (for example-Family visits and interactions, treatment services, jobs, and school).
- d) This may include assisting with resource needs like vehicle expenses, and gas cards, along with providing or sharing the actual transportation of the Youth with referring Agency or other community partners.
- e) Integrate CWES plans in partnership with the Agency and/or JCS, and with the Child and the Child's Positive Support System.

#### **1.3.3.8 Education in Emergency Juvenile Shelter Care**

The following section applies to the provision of Emergency Juvenile Shelter Care. The Contractor shall ensure educational continuity is maintained to the extent possible despite the Child's changing circumstances. For Emergency Juvenile Shelter Care, Contractor shall:

- a) Provide an Education Specialist who will coordinate education needs and services with a Child's Referral Worker, the Child's Caseworker, and the Service Plan while a Child is in shelter care. This shall include, but need not be limited to:
  - i. Handling and transferring of educational records to which the Contractor has access
  - ii. Following special education recommendations
  - iii. Providing school supplies
  - iv. Collaborating with the Referral Worker to keep a Child in their school of origin unless not in the best interest of the Child, and

- v. Arranging relevant academic testing needed for services
- b) Collaborate with the Referral Worker and local school district education personnel to coordinate transportation for the Child to attend the education setting, as determined in collaboration with the Referral Worker and school district personnel, to be the most appropriate education setting for the Child. The following considerations shall apply:
  - i. The Child shall attend a community school unless it is determined by the Referral Worker the Child should not do so.
  - ii. The Child shall attend the Child's school of origin or other school identified in the Case Permanency Plan or Juvenile Court Services Plan (if applicable).
  - iii. The Contractor shall make reasonable effort to provide interim or short-term transportation as the transportation arrangements are being made.
  - iv. The Contractor shall document, in the Child's Service Plan, the decision reached with the Referring Worker and local school districts regarding the school the Child will be attending, the reasons for that decision, and a general description of the transportation arrangements for the Child to attend the school.
- c) Monitor and address educational progress and needs.
- d) Provide access to supplemental educational support such as tutoring, and school-based conferences as needed.
- e) Explore alternatives to learning, such as online courses and other options that might be available. The Contractor may use on-line curriculums and reporting to ensure school progress.

#### **1.3.3.9 Physical Health for Children in Emergency Juvenile Shelter Care**

Although CWES is temporary and long-term management of physical health needs will be rare, Children may arrive in CWES with immediate physical health needs the Contractor must address. When Children are placed into CWES shelter, the Contractor shall review each Child's health status at intake for the purpose of identifying medication needs and problems that need immediate medical attention. For each Child in Emergency Juvenile Shelter Care, the Contractor shall:

- a) Gather standard health information including the Child's last physical exam, primary care physician information, current medications, allergies, and vision and dental information. For Children served outside their home up to 47-hours without Emergency Juvenile Shelter Placement, the Contractor ensure basic health information (current medications, allergies, and any other vital facts) are known by the Contractor's staff.
- b) Within seven (7) days of intake (when a Child is expected to remain in Emergency Juvenile Shelter Care more than four (4) days):
  - i. Make all reasonable efforts for a more comprehensive health assessment to be performed by an appropriate Clinician, including a vision assessment, on each Child who has not had a comprehensive health assessment within the past year. If the assessment cannot be performed within seven days, it shall be arranged for the earliest possible time, and the reasons for the delay shall be documented. A registered nurse, an advanced registered nurse practitioner, a physician assistant, or a physician shall perform the comprehensive health assessment.
  - ii. Gather records of all illnesses, immunizations, communicable diseases, and follow-up treatment, signed medical and surgical authorizations, medical and dental examinations including findings, and the date of the last physical examination prior to Placement.
  - iii. Determine with the Child's Referring Worker what medical interventions may be required while the Child is in care and schedule appointments as needed.
  - iv. If the Contractor is having difficulty attaining required authorizations from a Child's Family for medical, dental, or vision care, the Contractor shall contact the Referring Worker immediately.
- c) Arrange for 24-hour emergency medical and dental health care.

- d) Coordinate and transport to appropriate medical care appointments, treatment, and medication management for all Children (if the guardian/custodian is unable to transport).
- e) Communicate emerging medical situations and relevant medical information to the Referring Worker and Child's guardian.
- f) Coordinate and align with other state agencies to develop and provide sexual health education that covers safe sex practices, pregnancy prevention, health-related issues, peer pressure, sexually transmitted diseases (STDs), and healthy relationships.
- g) Document and address physical health requirements per Agency service plan instructions.
- h) Hygiene items must be provided – and must reflect the needs of the Youth living in their programs.

#### **1.3.3.10 Mental/Behavioral Health and Clinical Supports for Children in Emergency Juvenile Shelter Care**

- a) Children's mental and behavioral health needs are key components of meeting safety and well-being goals. If a Child has been receiving mental and behavioral health services prior to CWES, it is important to ensure continuity of care. Additionally, there is a high likelihood mental and behavioral health services will need to continue during Reintegration. For each Child in Emergency Juvenile Shelter Care, the Contractor shall:
- b) Communicate concerns that arise at intake pertaining to mental health/behavioral health to the Referring Worker.
- c) Coordinate CWES service planning with any plans developed by mental health or behavioral health providers.
- d) Educate Children, parents, guardians ad litem, and Referral Workers about the Service Plan that shall incorporate monitoring efforts, medication management, and other relevant information.
- e) Be aware of mental health and medication needs and ensure mental health assessments are properly referred to an appropriate practitioner, as needed. This includes ensuring a comprehensive medical intake screening is completed that identifies medications needed and dosage.
- f) Coordinate care with Integrated Health Homes if the Child in Placement has one.
- g) Discuss at intake and the Service Planning Conference the need for substance abuse evaluation and coordinate with a substance abuse professional and the Family when needed.
- h) If behaviors emerge indicating a need for substance abuse evaluation, address this with the Referral Worker and Family or guardian and involve substance abuse professional as needed.
- i) If behaviors emerge indicating a need for BHIS evaluation, address this with the Referral Worker and Family or guardian and involve mental health professional as needed.
- j) Actively engage in medication management per Iowa Administrative Code 441-105.9(232) beyond simply ensuring proper administration of medications. Activities shall include, but not be limited to:
  - i. Developing an awareness of effects of medications given to a Child;
  - ii. Identifying and reporting of side effects
- k) Provide relevant medical history to mental and behavioral health providers and ensure new information is maintained in the Child case file and shared with the Referral Worker.
- l) Arrange for required mental health/behavioral health appointments and coordinate consent with the Referring Worker to screen for these services.
- m) Ability to facilitate LPHA services to complete the Admission Clinical Review Form.
- n) Ability to provide care via Telehealth with providers from prior placements or community if possible.

#### **1.3.3.11 Training**

The Contractor shall provide all staff with appropriate and comprehensive training to deliver the services for which the individual is responsible and in a manner that teaches staff to promote the safety, Permanency, and well-being for each Child. The Contractor shall:

- a) Develop a training plan that includes both new staff onboarding training information and ongoing staff annual trainings and submit to the Agency for review and approval within thirty (30) days after the contract start date.
- b) Incorporate any changes to the training plan requested by the Agency and submit a final training plan to the Agency within 30 days of the Agency's completed review.
- c) Execute, adhere to, and provide training as required by Iowa Administrative Rule 441.105 and accreditation as set forth in the Agency-approved training plan.
- d) Receive prior approval from the Agency for any changes to the training plan.
- e) Provide the training described in the training plan for all Contractor or subcontractor staff.
- f) Provide information in the training and training plan regarding Children and Family's identified needs, including but not limited to:
  - i. The Guiding Principles (Attachment E), Family First Prevention Services Act, JCS's Model of Practice (Attachment G), EPICS-I and Child Welfare Model of Practice (Attachment K)
  - ii. Crisis Interventions and Stabilization, Trauma-Informed Care, de-escalation techniques, and policies and procedures regarding Critical Incidents
  - iii. Mandt, Crisis Process Intervention model, or another HHS approved least restrictive method of de-escalation and restraint training to ensure Child safety
  - iv. Mental and Behavioral Health support, as appropriate to the staff person's role
  - v. Domestic Violence prevention and support
  - vi. Human trafficking identification, intervention, and prevention, and
  - vii. Transition Planning, including the Life Skills Assessment tool.
- g) Provide annual training plan update 30 days after the annual renewal.

#### **1.3.3.12 Contractor Reports and Data**

The Contractor shall provide the Agency/JCS with data, reports, and information to determine areas of strength and areas to improve in all aspects of CWES. Reports and data shall not only include directly quantifiable data, but will also include active, meaningful reporting regarding the quality of services provided to Children receiving CWES. Reports shall also continually and proactively inform and improve CWES delivery. See "Annual Innovation and Improvement Report: 470-5654 under "Resources" for an example of this documentation: <https://hhs.iowa.gov/programs/CPS/cps-contracts>

At all times, reports and data shall be used to ensure CWES are following the JCS's Model of Practice, and the Agency's Model of Practice as well as consistently improving and innovating the provision of service.

Reports shall be provided electronically to the Service Contract Specialist, Program Manager and the JCS Quality Improvement Manager. The Contractor shall use their established internal Quality Assurance and improvement system for preparing, submitting, and validating their data and reports to the Agency.

The format and timing for all reports shall be contingent upon Agency approval. Contractor shall provide all applicable data and reports in an Agency approved format, either by inputting into an electronic database, via other electronic means, or through written reports. The Agency will provide CWES Contractors standardized report templates prior to the implementation of Contracts.

The Agency reserves the sole authority and right to adapt, change, or modify data systems as required by federal policy or as needed to meet Agency interests.

#### **1.3.3.12.1 Critical Incident Reporting**

The Contractor shall utilize the Agency's online reporting system to report all Critical Incidents within twenty-four (24) hours of occurrence. This does not replace the need for immediate

notification to the Referral Worker, the Child's parents or guardian, or others of incidents, circumstances, or events as described elsewhere in this Contract.

The use of restraint shall be reported to the Referring Worker and parents or guardian within twenty-four (24) hours of occurrence.

The Contractor shall follow its operating procedures regarding elopements, and they shall be reported to the Referring Worker and parents or guardian immediately after an elopement is confirmed.

The Agency, at its' discretion, will audit Contractor entries of Critical Incidents in the JARVIS system.

#### **1.3.3.12.2 CareMatch or other Agency approved System**

The Contractor shall utilize the CareMatch or other Agency approved system and make all entries as required to provide daily census information to the Agency. The Contractor shall:

- a) Follow all CareMatch system instructions including timeframes contained therein for submitting required information.
- b) Use the database as determined by the Agency to capture in real time a roster of Children in care, by name, date of birth, and other data as required in the CareMatch System.
- c) Use the database to keep an accurate roster of Children who received temporary informal shelter care. The information shall include the name, date of birth, dates of admit and discharge and the Child's FACS or State ID as applicable.

#### **1.3.3.12.3 Review Meetings**

The Contractor shall participate in review meetings at the Agency's / Juvenile Court Service's request and held at Agency/JCS determined times and methods of meeting. Methods may include face to face or video conferencing. These meetings shall focus on, but not be limited to the Contractor's qualitative delivery of CWES, a discussion of services, trends, collective outcomes, challenges, and successes; and milestones and Contract Deliverables during that quarter. These meetings may also include issues and examples discussed by Service Area leadership teams and in local quality improvement meetings.

#### **1.3.3.12.4 Annual Innovation and Improvement Report**

The Contractor shall report in an Agency/JCS approved format on work done to advance innovative ideas and achieve improvements throughout CWES. These reports shall identify strengths, successes and challenges and highlight work done by the Contractor to move toward the Agency's future goals and improve the Child welfare system of care.

#### **1.3.3.12.5 Annual Staffing Report**

The Contractor shall provide an annual staffing report in an Agency/JCS approved format at the end of the State fiscal year that includes at the minimum the following information:

- a) Organizational structure
- b) Staffing ratios
- c) Staff turnover
- d) Full-time equivalents
- e) Salaries and benefits, and,
- f) Other items as determined by the Agency after joint conversations with the Contractor.

#### **1.3.3.13 Financial Management**

The Contractor shall:

- a) Maintain accurate, current, and complete records of financial activity that sufficiently and properly document and calculate all charges billed to the Agency.
- b) Not charge the Agency more than the Contractor receives for the same services provided to non-Agency entities.
- c) Document financial information in an Agency-approved manner in all Contractor Invoices so that the Agency obtains information necessary to report such costs to federal programs.
- d) Not exceed 15% of the total contract amount for each service on spending on Administrative Costs, for both the Contractor and all their subcontractors.
- e) Complete and submit a Uniform Combined Cost Report to the Bureau of Service Contract Support identified personnel within 90 days after the end of the Contractor's fiscal year. The Contractor shall conduct and submit a quarterly time study as part of the Uniform Combined Cost Report. Congregate care providers must complete the time studies on one school day and one non-school day each quarter of the fiscal year. Non-congregate care providers can opt to complete the time studies on two weekdays each quarter of the fiscal year.

#### **1.3.3.14 Staffing**

The Contractor shall meet all staff qualifications as defined in Iowa Administrative Code 441 Chapter 105 and as described below. In addition, the Contractor shall meet the following criteria and requirements related to staffing:

- a) Employ staff who have a strong desire to participate in the program, support, encourage, help Children, and meet Agency goals.
- b) Train staff in, and continually reinforce, the Agency's Model of Practice, JCS's Model of Practice, EPICS-I, Family-Centered Model of Practice, and Guiding Principles (see section 1.3.3.11).
- c) Take all steps necessary to ensure implementation of the One Caseworker Model.
- d) Ensure each staff member serving the Caseworker role shall serve no more than fifteen (15) Children at one time and shall have limited other duties.
- e) Have staff fully dedicated to the contract – full time supervisors, Caseworkers, and other staff
- f) Implement policies to encourage staff retention.

##### **1.3.3.14.1 Program Director**

The Contractor shall maintain a Program Director dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

##### **1.3.3.14.2 Caseworker Supervisors**

The Contractor shall employ supervisors who oversee the work of Caseworkers. A Caseworker supervisor shall have either a master's degree in social work with one year of supervised experience after the master's degree or a master's degree in psychology, counseling, or related field with two years of experience beyond the master's degree, one of which was under supervision. The experience shall be in the area of Child welfare services.

- a) Supervisors currently employed by the Contractor with a bachelor's degree in human services or related field from an accredited four-year college recognized by the Council for Higher Education (CHEA) who do not have a master's degree in psychology, counseling, or related field, shall be grandfathered in under this RFP and may continue to work as a supervisor under the contract(s) resulting from this RFP.
- b) If a Contractor has a candidate, they believe is qualified to be a Caseworker Supervisor but lacks the required Caseworker Supervisor experience/education, the Contractor can provide the Program Manager with the written details needed to approve/deny that candidate for the position.



**1.3.3.14.3 Caseworkers**

The Contractor shall employ Caseworkers to become the one Caseworker for Children and their families, acting as the single point of contact for CWES services for their assigned Children.

- a) Caseworkers shall possess a bachelor's degree in human services or a related field from an accredited four-year college recognized by the Council for Higher Education (CHEA) with a minimum of one (1) year of full time experience in Child welfare services or juvenile justice services; or a master's degree in human services, juvenile justice, or a related field from an accredited college or university with a minimum of one (1) year of full time experience in Child welfare services; or an associate of arts degree in human services or related field from an accredited college or university plus four (4) years of full time experience in Child welfare services.
- b) Each Caseworker shall have no more than fifteen (15) Children assigned to the Caseworker's caseload at one time.
- c) If a Contractor has a candidate they believe is qualified to be a Caseworker but lacks the required Caseworker experience/education, the Contractor can provide the Program Manager with the written details needed to approve/deny that candidate for the position. Caseworkers approved by the Program Manager for hire prior to 7/1/2023 shall be grandfathered in under this contract and may continue working in the caseworker position.

**1.3.3.14.4 Education Specialist**

When a Child is in CWES Emergency Juvenile Shelter Care, the Contractor shall provide a staff person, who may also be the Caseworker or Supervisor, to act as an Education Specialist responsible for coordinating, facilitating, and reporting on educational needs with a Child's Caseworker, Area Education Agencies, and Local Education Agencies to support education activities including, but not limited to:

- a) School records
- b) Special education and other education or school behavior plans
- c) Transportation to and from school
- d) Acquisition of school supplies for Children
- e) Retention in Children's school of origin unless not in best interest of a Child
- f) Arrangement of relevant academic testing
- g) College and career planning
- h) Completion of high school diploma or High-School Equivalency, and
- i) Completion of transcripts and needed core classes
- j) Internships, apprenticeships, military, etc.

The Education Specialist will report on the above (a) through (j) in the service plan or service plan updates.

**1.3.3.15 Reserved****1.3.3.16 CWES Performance Measures**

Performance measures and targets are included as a part of this Contract and used to assess performance by the Contractor. The performance measures are designed to help further align Contractor incentives with better outcomes for Children. By meeting or exceeding the performance measures, the Contractor will show their commitment to improving CWES services and outcomes.

The performance measures and targets included are the performance expectations and shall be measured, earned, and paid separately by Service Area

Contractors shall submit Invoices for performance incentive payments after review and approval by the Agency Contract Manager or Service Contract Specialist.

Determination of whether a Contractor has met a performance measure will be made at the sole discretion of the Agency. The Agency may re-evaluate performance measures at the end of the initial two-year contract period.

The following performance measures determine eligibility for performance incentive payments. Performance measures shall be measured, earned, and paid separately by Service Area.

**1.3.3.16.1 Performance Measure 1 –**

For eligible Children placed in (47 hour stay) temporary informal shelter care, that are not subsequently placed in emergency juvenile shelter care, Foster Group Care/QRTP, or family foster care placement within 90 days of discharge, Contractor will receive \$100.00 per Child that does not enter the specified placements.

**1.3.3.16.2 Performance Measure 2-**

For all Children whose length of stay in emergency juvenile shelter care is longer than 30 days, the Contractor shall provide an appropriate amount of structure and support to manage behaviors so that criminal charges or placement in detention does not result during their shelter stay. Contractor will receive \$100.00 per Child that does not incur criminal charges or placement in detention during their shelter stay.

**1.3.3.16.3 Performance Measure 3 (no payment incentive)**

Contractor shall create a discharge plan with family to include future identified services needed by the family including both system (only if situation meets criteria) and non-system involved services. Discharge planning to also include crisis planning and recommendations. Services focus on mental health, substance abuse and physical health needs. Monitored via Contract Specialist review.

***1.3.4 Safety and Security Enhancements***

CWES programs are intended to assist children with high acuity needs and to maintain the child/children in a safe and secure setting while enhancing the Child/Children's skills.

CWES Contractors will increase security features in the facilities settings to address on-going concerns of surrounding communities and Law Enforcement, and to better accommodate acuity of youth.

A onetime funding will be provided to assist Contractor with increasing security measures to enhance the safety and security of residents and facilities.

The Agency will conduct an information session for CWES Contractors to give them an opportunity to increase understanding and requirements of the federal funds being provided for the facilities safety and security enhancements.

Funds will be allocated based on a review of submitted cost estimates for each CWES location.

Funding will assist CWES Contractors with adding additional security measures to their campuses including but not limited to:

- Mobile communication devices/system
- Security cameras inside and outside facilities
- Alarms on bedroom doors

- Delayed locks
- Security lighting
- Alarms on windows
- Fences

### **1.3.5 Reserved**

## **1.3.6 General Requirements**

### **1.3.6.1 Joint Quality Improvement Activities**

The Agency's Program Manager or designee and/or Service Contract Specialist, and the Contractor's Program Director shall meet at least semi-annually or more often as needed to review performance data, issues, trends, and problem-solve solutions for the Contract. The Contractor shall be available for all meetings with the Agency. The JCS CQI Manager shall be afforded the opportunity to participate in these meetings and provide input.

Additionally, the Contractor shall implement and utilize an established Quality Assurance and improvement system for tracking and evaluating the effectiveness of service delivery under this Contract.

#### **1.3.6.1.2 Local Quality Improvement Meetings with Service Area Leadership Teams**

The Contractor shall meet with Agency Service Area Manager(s) and/or designee(s) as scheduled by Service Area leadership to engage in local problem solving and efforts to improve performance within the Service Area. This local quality improvement group, including Service Area HHS and JCS Leadership, Contractors across Child welfare core contracts, and other HHS personnel may jointly review performance data for the purpose of resolving issues and identifying positive trends. At each meeting, the local quality improvement group may develop action steps and monitor outcomes for all areas of the Contract needing improvement. The group may engage in a more in-depth review of data and other resources.

#### **1.3.6.1.3 Statewide Meetings**

The Contractor shall attend the Agency's annual Child welfare services Contractor meeting. The Contractor shall attend other meetings as needed or requested by the Agency.

#### **1.3.6.1.4 Quality Assurance and Improvement Reporting**

The Agency will conduct reviews of the Contractor's overall Quality Assurance system to validate that the Contractor is implementing a Quality Assurance system as described in their Proposal.

- a) Quality Assurance reviews by the Service Contract Specialist will occur periodically throughout the Contract period. The first review takes place within the first nine (9) months of the Contract; further reviews will be scheduled as warranted to ensure that the Agency maintains an understanding of the Contractor's Quality Assurance processes.
- b) Subsequent Quality Assurance reviews shall be scheduled at Agency discretion and may include such things as: a review of Contractor's adherence to the elements of their bid proposal; a review of employee files to ensure the Contractor's adherence to Section 1.3.4.14 Staffing; and the Contractor's training plan as it applies to the employees' files reviewed.

#### **1.3.6.1.5 Practice Standards**

- a) The Contractor shall work in collaboration with the Agency to develop Practice Standards, which will be approved and finalized by the Agency in year one (1) of the contract.
- b) Contractor will provide services consistent with Agency approved Practice Standards.
- c) The Practice Standards shall be trained and implemented in year two (2) of the contract.

### **1.3.6.2 Dispute Resolution Protocol for Service Provision**

If a Contractor is directed by an Agency or JCS worker to provide a level of interventions or supports beyond what they believe is required or reasonable, the Contractor shall provide services to the Child and Family at the level directed by the Agency or JCS while the matter is being resolved. The Contractor must communicate the basis of their belief in writing to the Agency or JCS worker and their supervisor. Every effort shall be made to resolve the service provision dispute at the lowest level possible, through discussions between the Agency or JCS worker and their supervisor and the Contractor, generally within two (2) Business Days of receipt of the review request.

If the Contractor is not satisfied with the dispute resolution decision of the Agency or JCS worker and their supervisor, the Contractor may refer the situation in writing to the respective Agency Service Area Manager (SAM) or designee or the respective Chief Juvenile Court Officer or designee for review. This review shall be generally completed within four (4) Business Days after receipt of the request for review. After completion of this review, the Agency SAM, or his/her designee, or the respective Chief Juvenile Court Officer or his/her designee will communicate the Agency's or JCS's decision in writing to the Contractor.

If a dispute over Contract terms is identified, the respective Agency Service Area Manager (SAM) or designee reviews the Contract dispute and refers to the Agency Service Contract Specialist. The Service Contract Specialist reviews the dispute and attempts to resolve the issue. If the issue is not resolved, the dispute is elevated to the Contract Owner where the dispute is negotiated with the Contractor.

### **1.3.6.3 Implementation Activities**

**Prior to the implementation of the new Contract, the Contractor shall:**

- a) Have Staff fully trained to meet Contract requirements,
- b) Participate in service implementation training with Agency staff as necessary,
- c) Have all relevant infrastructure prepared, licensed, and completed. Including infrastructure necessary for transfer of Children,
- d) Maintain a system to transfer and store all relevant case information,
- e) Collaborate with the Agency to ensure a process for transitioning Children to Contractor facilities as necessary as of July 1, 2023.

If transitioning of Children to a new Contractor or facility is required, the Contractor and Agency shall work together to complete the transitions in accordance with the following principles:

- a) If a Child was served by a Contractor prior to July 1, 2023, that is either a Contractor or subcontractor under the new Contract for the same Service, Child will continue to receive services from the same Contractor. However, if the Family or Agency feels there is an extenuating circumstance that warrants a change in Contractor, the change in Contractor will occur only if the Agency approves.
- b) If a Child was served by a Contractor prior to July 1, 2023, that is no longer a Contractor or subcontractor under the new contract for the same Service, the Child will be assigned, by the Agency, to one of the new Contractors.
- c) All Contractors, and their subcontractors as necessary, shall participate in Child transition meetings with Agency staff prior to July 1, 2023, on all Children being transferred to their organization from a prior Contractor that is no longer contracted for the specific Service.

The Agency procedures described in this section are designed to maximize service continuity for Children and families receiving CWES, FGCS, and SAL Services prior to July 1, 2023, that will continue to receive services starting July 1, 2023, and ensure a fair and equitable system for making Child referrals to Contractors.

#### **1.3.6.4 Reserved (Keep for future use)**

#### **1.3.6.5 Monitoring, Review, and Problem Reporting**

##### **1.3.6.5.1 Agency Monitoring**

The Contract Manager, Service Contract Specialist, or designee will review invoices and supporting documentation itemizing work performed prior to payment, determine compliance with general Contract terms, conditions, and requirements, and assess compliance with deliverables, performance measures, or other associated requirements-

The Agency will assign a Service Contract Specialist to this Contract. The Service Contract Specialist will be responsible for the following Contract management responsibilities:

- a) Responding to day-to-day questions from the Contractor. The Service Contract Specialist may consult with the Agency Program Manager and/or other Agency staff as necessary to coordinate a response.
- b) Resolving, to the extent possible, Contract issues and disputes between the Agency and the Contractor, maintaining a log of disputes between the Agency and the Contractor, and referring any disputes that cannot be resolved to the Contract Owner.
- c) Monitoring the Agency's data on a regular basis and including any incentive payments the Contractor is eligible to obtain.
- d) Advising the Contractor of what incentive payments the Contractor is eligible for and approving such invoices.
- e) Conducting reviews of Contractor records, including the records of subcontractors as necessary, to validate the Contractor's service reporting and their compliance with the service requirements-
- f) Monitoring any Corrective Action Plan (CAP) that the Contractor is required to develop to improve their performance in meeting the service requirements described in the scope of work.
- g) Conducting reviews of the Contractor's overall Quality Assurance system as set forth in their plan in accordance with Agency requirements to validate that the Contractor is implementing a Quality Assurance system as described in their Contract.

##### **1.3.6.6 Agency Review Clause**

The Contract Manager, Service Contract Specialist or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the contract. At minimum, the Agency will conduct an annual review; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform reviews that occur at the discretion of the Agency, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

The Agency will evaluate quarterly contacts between the Contractor and Law Enforcement. Contractor will document in the Agency's online reporting system as a Critical Incident as defined in 1.1 Special Terms Definitions.

Contractor will track youth in their CWES program who receive criminal charges during placement. Contractor will share this data quarterly with the Agency. The Agency will review the criminal complaint data from JCS and Law Enforcement to ensure accuracy.

Contractor will continue to report youth absconding from campus. Contractor will share this data quarterly with the Agency.

Contractor will submit a monthly report in an Agency approved format to the Program Manager documenting activities towards completed enhancements to facilities. If no activities occur during the period, Contractor will notify the Program Manager and no report is necessary.

At the time of completion of the enhancements Agency will confirm the completion of the work visually.

Contractor will have modifications to facilities completed by the end of calendar year 2025.

#### **1.3.6.7 Problem Reporting**

As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities. In addition, the Agency and/or the Contractor shall keep JCS informed on a timely basis of significant problems and their resolution.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

When the Agency receives the following requests during delivery of service, then Agency shall approve or disapprove such requests. If the Agency's Contract Owner approves of one or more of the following requests, then the Agency automatically imposes a Notice of Problem and may suspend guaranteed bed payment. This automatic imposition will be confirmed through electronic communication. The specific requests are:

1. To reduce, transfer, or otherwise prematurely discharge existing placements to a level below the guaranteed level.
2. To freeze, hold, or otherwise stop the number of referrals/future placements at a level below the guaranteed level.
3. To reduce the CareMatch number for referrals and placements

#### **1.3.6.8 Addressing Deficiencies**

To the extent that deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a Corrective Action Plan (CAP) acceptable to the Agency to resolve the deficiencies.

When the Agency imposes an automatic Notice of Problem, then a Corrective Action Plan in a format approved by the Agency is required. (See 1.3.6.7 Problem Reporting).

#### ***1.4 Contract Payment Clause.***

**1.4.1 Pricing and Payment Methodology.** In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated:

Contractors will be contracted for a specified number of Guaranteed Payment Beds determined by the Agency and set forth in Attachment A. For these Guaranteed Payment Beds, the Contractor will receive guaranteed payments per bed as described in this section. The Contractor may also have a number of additional beds for situations in which the Guaranteed Payment Beds are fully occupied. These beds will be paid per diem, only when occupied, at the same rate as Guaranteed Payment Beds. The Agency may contract for additional capacity that may be used.

There are two per diem rates for Shelter. One per diem rate for occupied/used bed and second per diem rate for unoccupied/unused bed. These rates are included in Attachment A. The manner in which shelters may recover unpaid shelter costs, pursuant to Iowa Admin Code § [232.141\(8\)](#), is not affected by this Contract.

For the period between July 1, 2023, and June 30, 2024, if the contractor's most recent verified combined cost report received prior to June 30, 2022, identifies a unit rate less than the per diem rate for occupied beds (four contractors total), the Agency shall pay the Contractor the full amount established by the contract for occupied beds (\$224.00). If the verified combined cost report for the period covering July 1, 2023, to June 30, 2024, identifies a unit rate less than the per diem rate for occupied beds, the Contractor shall remit the difference between the full occupied bed amount paid by the Agency (\$224.00) and the unit rate reflected on the cost report for all occupied beds during that timeframe (7/1/23-6/30/24). Payments will be issued quarterly.

Contractors will be paid an additional supplemental payment for Youth who remain in emergency juvenile shelter care longer than thirty (30) days. The Contractor shall provide to HHS at the end of each quarter, a list of all Youth who were in shelter greater than 30 days, and the number of days they remained in shelter during the payment quarter. HHS will reimburse the provider at a rate of \$20 extra/day/Youth.

Contractors will be paid to provide temporary informal shelter care, per **1.3.3.2.4 Temporary Informal Shelter Care**. Contractor will invoice Agency quarterly with a GAX including name of Child and episode duration. Payment will be \$350 for each episode.

Contractor shall submit monthly Invoices reflecting actual utilization of shelter beds, and the Agency will pay the Contractor for this use. Payments will not be made for the day a Child is discharged from a bed. Movement of a Child from a Non-Guaranteed Payment Bed or additional bed to a Guaranteed Payment Bed is not considered a discharge.

Payment for the Guaranteed Payment Beds included in the Contract will be reconciled at the end of each quarter. Bed utilization will be calculated using the following formula: the number of days in the payment quarter X the number of Guaranteed Beds. Guaranteed Bed Payment will be calculated using

the following formula: the number of Guaranteed Beds for the quarter minus the number of beds invoiced by the Contractor for the quarter X the rate for unused bed.

At the end of each payment quarter, if the total actual bed utilization is less than the guaranteed utilization number for that quarter, the Contractor shall submit an approved completed Invoice to the Service Contract Specialist for calculation of guaranteed payment. If the total actual utilization is equal to or greater than the total guaranteed utilization number than no additional payment will be made. The Service Contract Specialist will verify the totals submitted and approve final payment.

Payment will be contingent on the Agency's timely receipt of service reports detailing expenses, services provided, and the number of Children served.

At the end of each performance measurement quarter, the Agency will review the Contractor's reports and documentation. If the Contractor's report documents show compliance with applicable performance measures as set forth in Section 1.3.3.16, the Agency will pay the Contractor a performance incentive.

All Contractor Invoices shall document financial information in an Agency-approved manner so that the Agency obtains information necessary to report such costs to federal programs.

The Agency is placing a cap on the amount of funds that may be spent for Administrative Costs in any contract(s) resulting from this RFP. Spending on Administrative Costs under each contract, for both the Contractor and all their subcontractors, cannot exceed 15% of the total contract amount.

At Agency discretion an annual rate increase may be implemented to reflect the Consumer Price Index.

A one-time funding for Safety and Security Enhancements to be disbursed to Contractor by December 31, 2025. Contractor will submit cost estimates to the Agency during first 30 days of availability.

- Contractor will submit a Security Enhancement plan to be approved for allowable enhancements to the Program Manager within the first 30 days of availability.
- Contractor will submit Invoices for advancement of funds along with approved bid from the contractor(s) performing the security upgrade prior to advancement of funds in compliance with to 2 CFR 200.
- Contractor will have modifications to facilities completed by the end of calendar year 2025

The Agency will make payments to the Contractor based on the approved cost estimates. Contractor will be notified of approval via electronic communication from the Agency. If the Contractor exceeds the cost of the approved amount when completing the enhancements the Contractor will be responsible for the excess amount payable to the contractor hired to complete the enhancements.

**1.4.2 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from



the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

**1.4.3 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1<sup>st</sup> for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.4.4 Payment of Invoices.** The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <https://dom.iowa.gov/state-appeal-board>.

The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.4.5 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

**1.5 Insurance Coverage.**

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

**1.5 Data and Security.** If this Contract involves Confidential Information, the following terms apply:

**1.5.1 Data and Security System Framework.** The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

**1.6 Reserved. (Labor Standards Provisions.)**

**1.7 Reserved. (Performance Security.)**

**1.8 Incorporation of General and Contingent Terms.**

**1.8.1 General Terms for Service Contracts (“Section 2”).** The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://HHS.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

**1.8.2 Contingent Terms for Service Contracts (“Section 3”).** The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://HHS.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

<b>Contractor a Business Associate? Yes</b>	<b>Contractor a Qualified Service Organization? Yes</b>
<b>Contractor subject to Iowa Code Chapter 8F? Yes</b>	<b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No</b>
<b>Contract Payments include Federal Funds? No</b>	

**1.9 Reserved. (Additional Terms.)**

## **SPECIAL CONTRACT ATTACHMENTS**

The Special Contract Attachments in this section are a part of the Contract.

**Attachment A - Payment, Beds, and Coverage Area**

**Attachment B - Service Map**

**Attachment C - FF Blueprint for Iowa's Future Child Welfare System**

**Attachment D – No Eject No Reject Protocol**

**Attachment E - Reserved**

**Attachment F - CWES Intake Form**

**Attachment G - Iowa Juvenile Court Services Model of Practice**

**Attachment K - HHS Child Welfare Model of Practice**

**Attachment L - Discovering Connections**

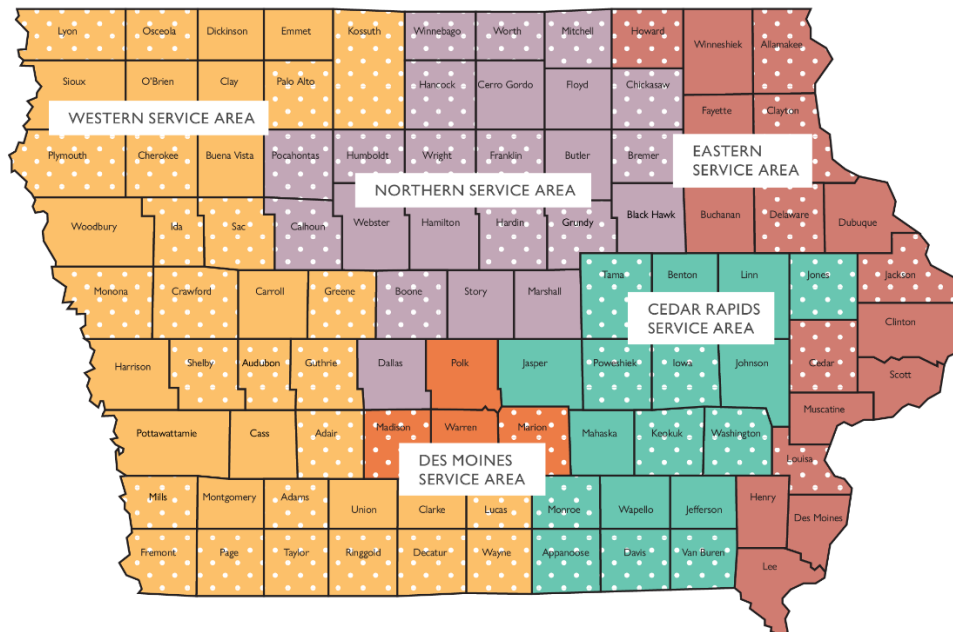
**Attachment A**  
**Payment, Beds, and Coverage Area**

## Attachment B Service Map



### Child Protective Services Service Area Contacts

Less Than Full Time Offices



**Area 1: Western Service Area**  
 cpotta01@dhs.state.ia.us  
 SAM: Tom Bouska  
 O: 712-328-4860  
 C: 402-690-2369  
 SWA: Travis Heaton  
 O: 712-253-8685  
 C: 712-294-4283  
 Brooke Prucha  
 O: 712-328-5662  
 C: 712-435-0019  
 Sec 2: Brianne Johnson  
 C: 712-328-4703

**Area 5: Des Moines Service Area**  
 cpolk01@dhs.state.ia.us  
 SAM: Jana Rhoads  
 O: 515-725-2700  
 C: 515-201-9333  
 SWA: Trisha Gowin  
 O: 515-725-2720  
 C: 515-201-7767  
 Clarice Vincent  
 O: 515-725-2701  
 C: 515-201-4893  
 Sec 2: Kate Adamus  
 C: 515-725-2702

**Area 4: Cedar Rapids Service Area**  
 clinn01@dhs.state.ia.us  
 SAM: Matt Majeski  
 O: 319-892-6801  
 C: 515-208-0076  
 SWA: Paige Casteel  
 O: 319-892-6855  
 C: 319-551-2467  
 Valarie Lovaglia  
 O: 319-892-6848  
 C: 319-540-1791  
 Sec 2: Kristen Smith  
 O: 319-892-6865

**Area 2: Northern Service Area**  
 cblack01@dhs.state.ia.us  
 SAM: Dawn Turner  
 O: 319-292-2319  
 C: 319-231-2670  
 SWA: Jason Kilby  
 O: 319-291-2441  
 C: 319-361-4924  
 Andrea Hickman  
 O: 515-832-8613  
 C: 515-297-3590  
 Sec 2: Kari Loy  
 O: 319-292-2434

**Area 3: Eastern Service Area**  
 cscott01@dhs.state.ia.us  
 SAM: Liam Healy  
 O: 563-326-8794  
 SWA: Lynn Bell  
 O: 563-326-8794  
 C: 563-349-1851  
 Nicki Enderle  
 O: 563-326-8794  
 C: 563-370-7953  
 Sec 2:  
 O: 563-326-8629

57 Less than fulltime offices

## Family Well-Being Division Child Protection and Services Service Area Map 3/28/2023

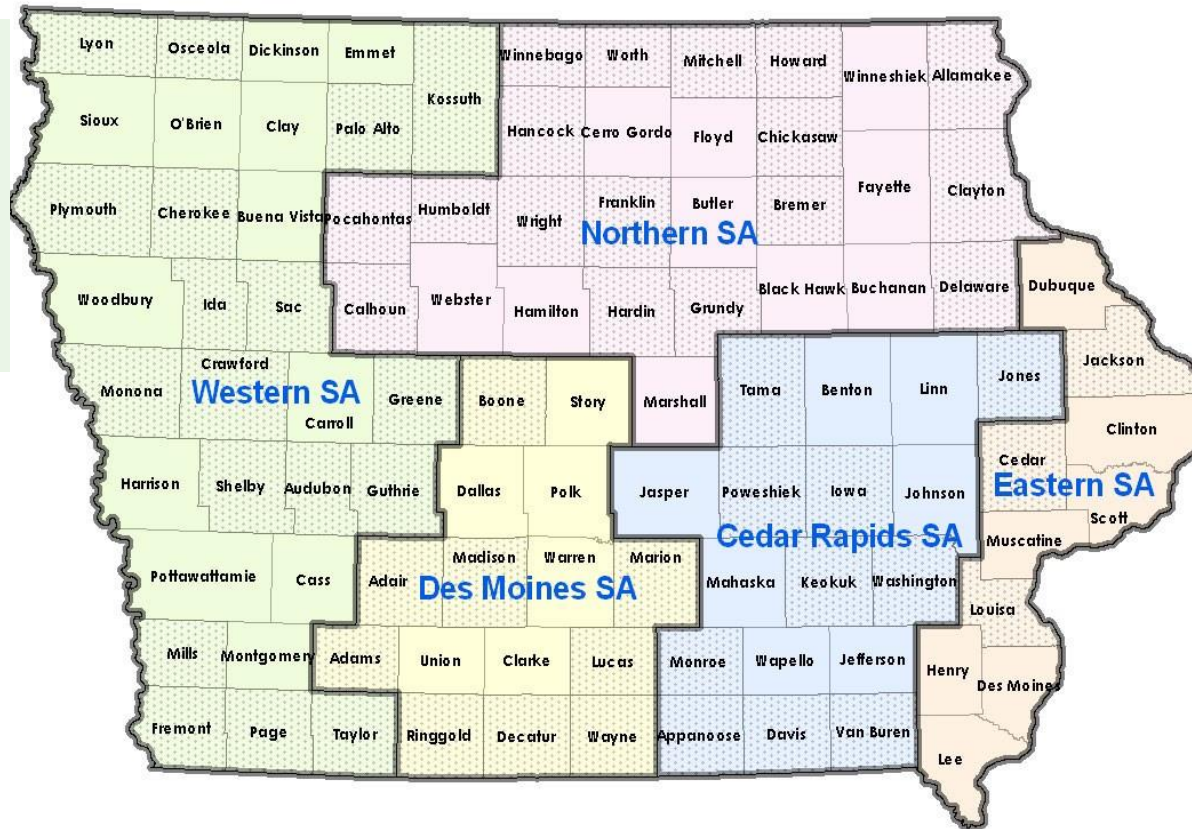
### Area 1: Western Service Area

Location: Council Bluffs  
ph 712-328-5661 SAM:  
Tom Bouska SEC:  
Brienne Johnson EO2:  
EO1: Melissa Nation & Diane  
Foss  
SWA: Travis Heaton &

Address: 417 E. Kanesville  
Blvd.

### Area 5: Des Moines Service Area

Location: Des Moines  
ph 515-725-2600  
SAM: Jana Rhoads SEC:  
EO2: Mindy Norwood  
EO1: Amanda Marshall  
SWA: Trisha Gowin &  
Clarice Vincent  
Address: 2309 Euclid Ave  
Des Moines, IA 50310



### Area 2: Northern Service Area

Location: Waterloo  
ph 319-291-2441  
SAM: Dawn Turner  
Sec: Kari Loy  
EO2: Erin Casella  
EO1: Kyle Welander & Jesse  
Behrens  
SWA: Jason Kilby & Andrea Hickman  
Address: 1407 Independence Ave.

### Area 3: Eastern Service Area

Location: Davenport  
ph 563-326-8794  
SAM: Liam Healy - Interim  
SEC: Sonny Rausch Hemphill  
EO2: Nicole Uthoff  
EO1: Amy Huntington  
SWA: Lynn Bell & Liam Healy  
Address: 600 West 4th St, 3rd Floor  
Davenport, IA 52801

### Area 4: Cedar Rapids Service Area

Location: Cedar Rapids  
ph 319-892-6800  
SAM: Matt Majeski  
SEC: Kristen Smith  
EO2: Irene Holzwarth  
EO1: Kristi Tisl  
SWA: Valarie Lovaglia &  
Paige Casteel  
Address: 1240 26th Ave Court SW  
Cedar Rapids, IA 52404

## Attachment C

## FF Blueprint for Iowa's Future Child Welfare System



# Family First


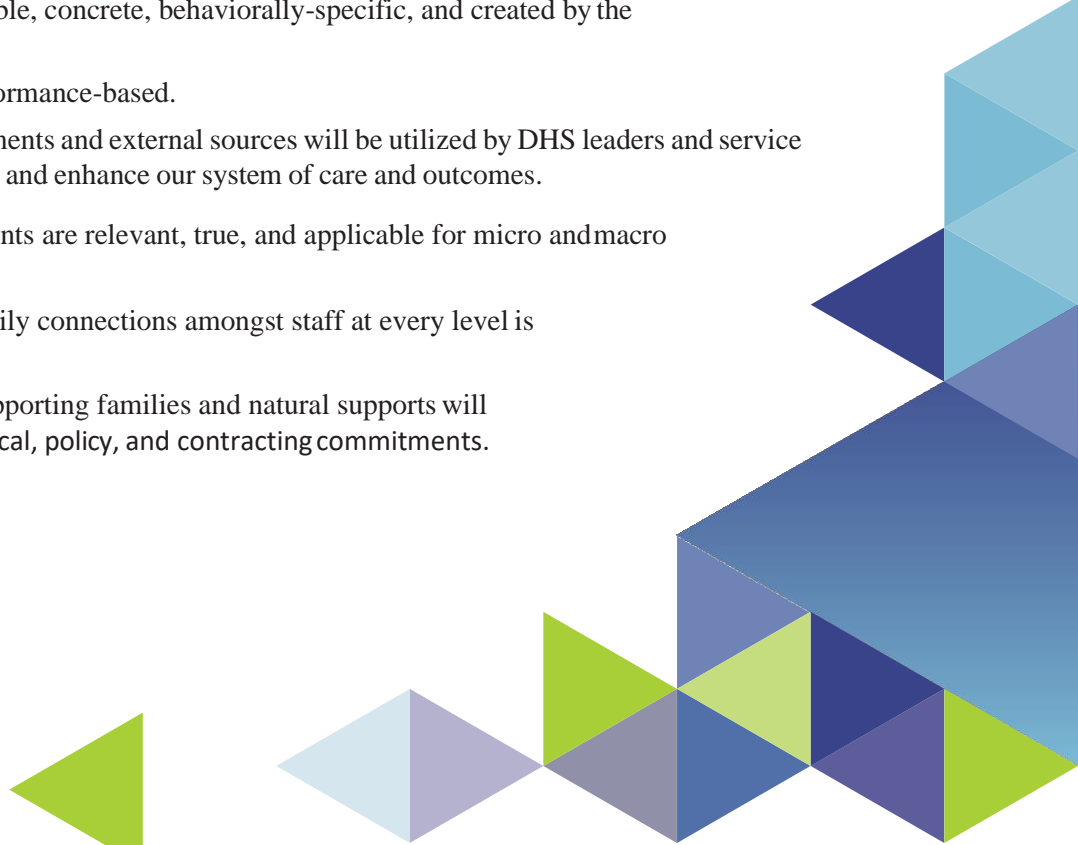
## Blueprint for Iowa's Future Child Welfare System

“Family Connections are Always Strengthened and Preserved”

### Principles and Commitments

1. **Family Voice and Choice.** Family and youth/child perspectives are intentionally elicited and prioritized during all phases of involvement. Nothing about the family without the family.
  - A. Case planning and services must be family-centered.
  - B. Children’s concerns and identification of caring adults will be specifically solicited and included in case planning.
  - C. Children in foster care deserve normalcy and access to activities and experiences similar to their peers.
2. **Team Based.** The team consists of individuals agreed upon by the family and are committed to them. The team is family inclusive, but not family exclusive.
  - A. Conferences will be held at multiple key junctions: child safety (pre-removal), case planning, Family/ Youth Team Decision-Making meetings, and risk of changes in placement.
  - B. Intentional in ensuring team members understand their role in advocating for the preservation and support of family connections.
3. **Natural Supports.** The team actively seeks full participation of team members drawn from family members’ networks of natural support. This is particularly true when a child is being placed out of home. This must occur from the first contact with a family and ongoing.
  - A. Parents and natural support caregivers receive support equivalent to, or greater than, what foster parents receive.
  - B. Placement is with a known, caring adult.
4. **Collaboration.** Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating the family’s case plan. The plan reflects a blending of team member perspectives, mandates, and resources. The plan guides and coordinates each team member’s work toward meeting the team’s goals.
  - A. In-person meetings are necessary to positive engagement, cohesive case planning, and building trust.
  - B. Relationship-based work enhances engagement, trust, services, and outcomes. Consistency of workers is critical to effective work. Fewer workers involved with a family are better.



- 
- 5. Community-Based.** The team implements service and support strategies that take place in accessible and least restrictive settings possible; and that safely promote child and family integration into home and community life.
- A. Use opportunity of involvement with families to enhance well-being and prevent maltreatment, such as addressing safe sleep and connecting families to Early ACCESS.
  - B. Services, such as domestic violence, public assistance, mental health and substance abuse, are strategically embedded where family engagement and planning takes place.
  - C. Connections to community of origin are important.
- 6. Culturally Responsive.** The team demonstrates respect for, and builds on the values, preferences, beliefs, culture and identity of, the child/youth and family and their community.
- A. Intentional strategies towards recruiting, hiring, and supporting staff who reflect the culture and life experience of the population served.
  - B. Family history, culture, life experiences, and ethnic identities are relevant and important to establishing a trusting and productive relationship.
- 7. Strengths Based.** The case plan must identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child and family by utilizing their community and other team members.
- A. All families and communities have inherent strengths and value.
  - B. Leadership will identify opportunities to match worker's strengths and skills with specific family needs.
- 8. Persistence and Creativity.** Despite challenges, the team persists in strengthening and preserving family connections by considering possibilities outside the status quo.
- A. Treating every family as though they were our own drives practice.
  - B. Have the courage to recognize when something isn't working and commit to pursuing alternative solutions.
- 9. Outcome Based.** Goals and strategies of the system and case planning are observable, have measurable indicators of success, monitor progress in terms of these indicators, and are revised accordingly.
- A. Documentation of the team's work with a family is timely, accurate, and comprehensive.
  - B. Case plan goals are measurable, concrete, behaviorally-specific, and created by the team.
  - C. Contracted services are performance-based.
  - D. Integrated data from Departments and external sources will be utilized by DHS leaders and service providers to inform, develop, and enhance our system of care and outcomes.
- 10. Universal.** Practice commitments are relevant, true, and applicable for micro and macro interactions.
- A. Insisting on the value of family connections amongst staff at every level is critical to success.
  - B. Gaps in the system supporting families and natural supports will be resolved through fiscal, policy, and contracting commitments.
- 

**Attachment D**  
**No Eject No Reject Protocol**

**Iowa Department of Health and Human Services (Agency)**  
**Crisis Intervention, Stabilization, and Reunification Services (CISR)**  
**Contract Protocol for Placement Admission and Discharge**  
**Child Welfare Emergency Services Juvenile Shelter Care**

**Assumptions and operating principles:**

1. This protocol applies to Agency and Juvenile Court Services (JCS) Child Welfare Emergency Service (CWES) Juvenile Shelter Care placements (court-ordered placements). It does not apply to placements in Temporary Informal Shelter Care (47-hour placements).
2. Referring entities provide available required case information at the time of the referral and placement.
3. Allowable admission denials may be based on gender (if reasonable accommodations cannot be made) or when a referral for admission would cause the Contractor to exceed its contracted capacity. These referrals will be withdrawn by the referral worker and are not considered a rejected referral.
4. Unplanned discharges will be based on safety considerations for the Children in shelter placement, possibly resulting from medical or psychological conditions, physical threats, or a Child's behavioral history – these situations shall be described by the Contractor and shall follow the review process.
5. Removal from care or changes in the level of placement, e.g., police removal of a Child or hospitalization, shall not be considered an unplanned discharge.
6. This protocol will be used statewide and applied uniformly to all CWES contracts.

7. Contracted CWES Shelter beds shall be available on a first come, first served basis and placements must occur in a timely manner within the parameters of the contract. Beds may be considered “taken” if a Child is in transit to the shelter. No other pre-arrangements for placement may obligate or hold a bed.
8. Admission denial and unplanned discharge reviews and decisions will be resolved at the lowest level possible. See the review process below.

**Review process for admission denial and unplanned discharge:**

1. A CWES Contractor shall notify the referring entity at the time of the referral to request the denial of admission. For currently admitted youth, the contractor shall initiate the request for an unplanned discharge of a Child to the assigned or on-call worker. For Juvenile Court Services’ placements, notify the Juvenile Court Officer (JCO).
2. Agency workers or JCO will notify their respective supervisor of a request.
3. For admission denial and unplanned discharge, the CWES Contractor shall provide a verbal notification describing the situation. For an unplanned discharge the verbal notice shall be followed with a written description to the Agency or JCS by the end of the following business day. The description shall provide the rationale for the proposed denial or discharge. Include specific evidence of why the CWES Contractor cannot admit or continue to serve a Child, as well as what is needed for the youth to be successful in another setting (ex. program structure and interventions).
4. Upon receipt of the eject or reject request, the Agency SAM or designee, or JCS Chief will review it and make the final decision.
5. Admission denial requests will be resolved within 2 hours of the time of contractor request submission (verbal or written). All admissions shall occur within contracted timeframe parameters unless otherwise agreed.
6. Decisions regarding an unplanned discharge will be made in writing before close of the following business day of receipt of a CWES Contractor’s written request. When an unplanned discharge request is approved by HHS, the decision will define the timeframe for removal of the Child.



**Attachment E**  
**Reserved**

**Attachment F  
CWES Intake Form  
Child Welfare Emergency Services Intake Form  
CWES Contractor Name:**

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_  AM  PM

Referral Source			
<b>Referral Made by:</b> <input type="checkbox"/> HHS Enforcement <input type="checkbox"/> JCS <input type="checkbox"/> Law	<b>Placement for:</b> <input type="checkbox"/> Court Ordered Place <input type="checkbox"/> Temporary Hold (47 Hrs)		
<input type="checkbox"/> Yes <input type="checkbox"/> No Is referral from another Service Area? If yes, identify which one: <input type="checkbox"/> Western <input type="checkbox"/> Northern <input type="checkbox"/> Eastern <input type="checkbox"/> Cedar Rapids <input type="checkbox"/> Des Moines			
<b>Referring Worker:</b> Name: _____ E-mail: _____ Phone: _____ Service Area: _____	<b>Referring Worker Supervisor:</b> Name: _____ E-mail: _____ Phone: _____		
<b>List other Service Provider(s) currently providing service to child:</b>			
Organization Name	Staff Name	Staff Email	Staff Phone

Child Information	
Legal Name: _____	Address: _____
Date of Birth: _____ State ID: _____	City: _____
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	State: _____ Zip: _____
Parent/Guardian: _____	County of Residence: _____ <small>(where child currently lives)</small>
Email: _____	County of Financial Responsibility (may differ from residence): _____
Phone: _____	

Intake Detail
<b>Check if document was received at intake:</b> <input type="checkbox"/> Court Order <input type="checkbox"/> Authorization (3055) <input type="checkbox"/> Placement Agreement
Grade level: _____ Current School: _____
School District: _____
List the reasons for referral and concerns regarding safety, permanency, and well-being that need to be addressed:  Identify specific needs of the child (medical, dietary and educational needs):  What referral and resources are needed to address the needs of the child at discharge? (BHIS, therapy, and community services)

Name of staff completing Intake: \_\_\_\_\_



## Attachment G

### Iowa Juvenile Court Services Model of Practice

# Iowa Juvenile Court Services Model of Practice

## Mission

The mission of the Juvenile Court Services is to serve the welfare of children and their families within a sound framework of public safety. JCS is committed to providing the guidance, structure and services needed by every child under its supervision. In partnership with the community, JCS directs delinquent children toward reforming their behavior in the context of increased accountability, enhanced community restoration, and expanded personal competencies.

## Values and Principles

The work JCS engages in with youth and families is guided by the following values and principles:

- Collaboration
- Continuous Quality Improvement
- Community Engagement and Outreach
- Evidence Based Practice
- Equity and Fairness
- Strength-Based
- Trauma-Informed
- Youth and Family Engagement

## JCS MODEL OF PRACTICE: RISK, NEED, AND RESPONSIVITY (RNR) AND CRIMINOGENIC RISK/NEED

### *Risk, Need, and Responsivity*

JCS service delivery is based on the Risk, Need, and Responsivity Model of Practice and Criminogenic Risk/Need. This model is the driving force in identifying and addressing the treatment needs of juvenile justice involved youth. It considers personal, interpersonal, and social factors as being involved in the acquisition and maintenance of criminal behavior.

The Risk Principle or the “Who” stipulates that only those offenders with a higher probability of recidivism should be targeted for treatment and the highest risk youth should be provided the most intensive treatment.

The Need Principle or “What” requires the use of standardized assessment to identify and target the criminogenic risk/need factors that contribute to delinquency.

Responsivity or the “How” requires that the style and mode of intervention be matched to the offender’s learning style and abilities.

### *Criminogenic Risk/Need*

Criminogenic Risk Factors are the characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend and commit another crime. There are two categories of criminogenic needs: static and dynamic. Static factors cannot be changed or addressed by any sort of program or therapy in the prevention of future crimes. In contrast, dynamic factors can be addressed by therapy, training, education, and/or targeted programming and subsequently altered to result in more law-abiding behavior.

The eight (8) criminogenic risk factors are anti-social behavior, antisocial personality, anti-social cognition, anti-social peers, family/relationships, school/work, leisure/recreation, and substance abuse.



## JCS PURPOSE

- Achieve community safety through risk reduction
- Rehabilitate or habilitate the offender
- Work with schools and communities to reduce the risk factors associated with delinquency



## CORE TREATMENT PRINCIPLE

*The most effective interventions are behavioral-based and*

- Focus on current factors that influence behavior
- Are action oriented
  - Appropriately reinforce offender behavior

## EFFECTIVE BEHAVIOR MODELS

*The most effective treatment programs*

- Structure social learning where new skills and behaviors are modeled
- Include cognitive behavioral approaches that target criminogenic risk factors
- Utilize a family base approach that train family on appropriate techniques
- Utilize trauma-informed and evidence-based treatment modalities
- Match the treatment to the individualized needs of the youth

## EVIDENCE-BASED PRACTICE

Juvenile Court Services utilizes evidence-based practices that result in the Juvenile Court Officer (JCO):

- 1) Assessing offender's criminogenic needs and risk factors using the Iowa Delinquency Assessment;
- 2) Utilizing a standardized structured process for determining level of supervision, type of service, and when it is appropriate to place a youth in out-of-home placement;
- 3) Targeting traits, skills, conditions, and behaviors that are most likely to lead to recidivism;
- 4) Engaging offenders in the change process;
- 5) Utilizing Effective Practices in Community Supervision (EPICS) and Motivational Interviewing (MI) to ameliorate offender's risk factors;
- 6) Matching intervention strategies to offenders' individual needs and circumstances;
- 7) Planning strategies, in collaboration with each Child and their Family, to facilitate behavioral change;
- 8) Adhering to the principles of restorative justice; and
- 9) Utilizing the Detention Screening Tool (DST) to structure juvenile detention decisions.



**Attachment K  
HHS Child Welfare Model of Practice  
IOWA DEPARTMENT OF HUMAN SERVICES CHILD WELFARE MODEL OF PRACTICE**

**IOWA DEPARTMENT OF HUMAN SERVICES (DHS) CHILD WELFARE MODEL OF PRACTICE**

**INTRODUCTION**

The Department of Human Services (DHS) child welfare model of practice is intended to define who we serve and the intended outcomes of child welfare services, as well as the guiding principles for our work and expectations related to practice and program and organizational capacity. This statement of practice has been developed to define, affirm, guide, reinforce, and support DHS's strength-based and family-centered model of practice at all levels. The model of practice is intended to guide practice in individual cases and at the program and organization level, and can be used as a basis of comparison in measuring or judging capacity, quantity, and quality.

The standards in this document establish DHS's expectations for both frontline practice and for program and organizational capacity.

- The first set of standards is framed in terms of frontline practice. They are organized around a "life of the case" framework – starting with intake and moving through service provision and case closure.
- The second set of standards is framed around the program and organizational capacity of the child welfare system.

**POPULATION SERVED BY**

**DHS's CHILD WELFARE SERVICES**

DHS is responsible for providing child welfare services to those children and families in which child abuse has occurred and those at high risk for abuse and neglect. The following factors are used to determine when DHS opens a child welfare service case.

- Outcome of the child abuse assessment. If the child abuse assessment is 1) founded or 2) confirmed and not placed and the child is believed to be at high risk of future abuse or neglect.
- Court action. The Juvenile Court may determine that a child is a Child in Need of Assistance (CINA) and in need of DHS supervision.

**OUTCOMES**

DHS's model of practice is focused on the outcomes in the Better Results for Kids Redesign and the seven outcomes from the federal Child and Family Service Review (CFSR).

<b>Child Welfare Outcomes</b>	
<b>Better Results for Kids</b>	<b>Child and Family Service Review</b>
Safety for Children	Safety => Children are, first and foremost, protected from abuse and neglect. => Children are safely maintained in their homes whenever possible and appropriate.
Permanency	Permanency => Children have permanency and stability in their living situations. => The continuity of family relationships and connections is preserved for children.
Academic Preparation and Skill Development	Child and Family Well-Being => Children receive appropriate services to meet their educational needs.
Well-Being	Child and Family Well-Being => Families have enhanced capacity to provide for their children's needs. => Children receive adequate services to meet their physical and mental health needs.

## GUIDING PRINCIPLES

DHS's strength-based and family-centered model of practice is rooted in the principles and practices associated with a strength-based and family-centered approach. Our work is also guided by DHS's guiding principles.

The four guiding principles below guide the work of DHS with children and families, each other and the community. They apply to our work with children and families through the life of a case.

- > **Customer focus.** We listen to and address the needs of our customers in a respectful and responsive manner that builds upon their strengths. Our services promote meaningful connections to family and community.
- > **Excellence.** We are a model of excellence through efficient, effective, and responsible public service. We communicate openly and honestly, and adhere to the highest standards of ethics and professional conduct.
- > **Accountability.** We maximize the use of resources and use data to evaluate performance and make informed decisions to improve results.
- > **Teamwork.** We work collaboratively with customers, employees, and public and private partners to achieve results.

## MODEL OF PRACTICE RELATED TO FRONTLINE PRACTICE<sup>1</sup>

Engagement of families and their support systems is the foundation of DHS child welfare practice. The following standards apply to frontline practice between the social worker and the child and family.

### Intake and Assessment

- > When a child abuse report is received, the intake focuses on child safety and captures information necessary to make an informed decision on whether to accept or reject the report.
- > During the child abuse assessment, the social worker assesses child safety, including threats of maltreatment to the child, underlying conditions and contributing factors that may impact threats of maltreatment to the child, factors related to the child's vulnerability, and the family's protective capacities.

<sup>1</sup> Practice is defined as locally delivered problem solving activities in response to individual children and families and their unique strengths and needs that is aimed at improving child safety, permanency and well-being. Core practice functions include engaging, assessing, case planning, securing necessary resources, implementing a plan of intervention, and monitoring.

During the child abuse assessment, the social worker also assesses the safety of other children in the home.

- > When the social worker opens a case for child welfare services, he/she completes a comprehensive family assessment that focuses on the major needs of the child, parents, and foster parents, related to child safety, permanency, and well-being. The assessment identifies the critical underlying issues that must be resolved to achieve safety, permanency and well-being for the child.
- > The social worker makes the process transparent to the family, openly sharing information about the process and tools used.
- > Efforts are made to ensure that all persons working with the child and family have a shared understanding of the child and family.
- > Assessment is an ongoing process and is solution-focused.

### Case Planning and Review

- > Case decisions and planning are based on concerns about the child's health and safety.
- > The child and the child's parents are actively engaged and involved in case planning activities, unless the child is not old enough or is incapacitated or parental involvement is contrary to the child's safety or permanency goal.
- > Family team decision-making meetings are used as a way to engage families and their informal supports throughout the case planning process.
- > The child's case plan is relevant to the child and family's needs and goals; includes a coherent set of strategies, supports, services, and timelines; reflects a long-term view about what will enable the family to live safely independent of outside supervision; and is coordinated with other plans that the child and family may have (e.g., ETP, family investment plan, substance abuse treatment plan, etc.).
- > There is a single point of coordination and accountability to ensure that plans are implemented, monitoring activities are conducted, and information is shared with service team members.
- > Family team decision-making meetings and other processes are used to regularly review the child and family's status, service progress, and results to ensure that the service plan

maintains relevance, integrity, and appropriateness. The child's case plan is modified as goals are met and circumstances change.

- > The social worker uses full disclosure when discussing progress towards outcomes.

#### **Service Provision (both in-home and out-of-home)**

##### **> General**

- ◆ When a child is found to be unsafe, immediate safety plans are implemented to address known threats of maltreatment.
- ◆ When a child abuse report is confirmed and threat of maltreatment is identified, services or supports are provided to protect the child in his/her own home, reduce the threat of maltreatment, and improve caregiver protective capacities, unless the threat of maltreatment is so great that removal without placement prevention services and supports is appropriate.
- ◆ Relevant community partners (e.g., domestic violence, substance abuse, mental health, schools, community providers, public health, etc.) are engaged in keeping children safe.
- ◆ Children and families receive individualized services matched to their strengths and needs, and to the safety threats identified in the assessment process.
- ◆ The child's permanency goal matches the child's individual needs for permanency and stability.
- ◆ Services are coordinated and information is shared among those providing services to the child and family. All those working with the family function as a team and work collaboratively to solve problems in a manner consistent with the principles of family-centered practice.

##### **> Health**

- ◆ The child's physical health needs (e.g., preventive health and dental care, immunizations, treatment for identified health and dental care) are addressed, as needed.
- ◆ The child's mental health needs are addressed, as needed.

##### **> Education**

- ◆ The child's case plan reflects attention to the child's education.

##### **> Social Worker Visits**

- ◆ The social worker responsible for case planning and case management has a face-to-face visit with the child at least monthly, or more frequently based on case circumstances, to ensure the child's safety, permanency, and well-being and to achieve case plan goals.
- ◆ The social worker responsible for case planning and case management has a face-to-face visit with the parent at least monthly, or more frequently based on case circumstances, to ensure the child's safety, permanency, and well-being and to achieve case plan goals.
- ◆ Visits with the child and parents focus on the issues pertinent to child safety, permanency, and well-being, the safety and well-being of other children in the home, case planning, service delivery and goal achievement.

#### **Out-of-Home Service Provision**

##### **> Placement Selection**

- ◆ When children cannot live safely with their families, diligent efforts are made to identify, evaluate, and consider relatives for placement, consistent with child safety and well-being. Appropriate supports are provided to relative placements.
- ◆ Children are placed within community or county of their parents' residence, unless the reason for the location of the placement outside the community or county is to help the child achieve his or her case plan goals.
- ◆ When a child is placed into foster care, placement selection takes into account the location of the child's school; efforts are made to avoid the child having to change schools as the result of foster care placement.
- ◆ Children are placed with their siblings, unless it is not appropriate to do so based on the child's safety or permanency goal. When children are not placed with their siblings, efforts are made to promote and support interactions between siblings unless interactions are contrary to the child's safety or permanency goal.

- ◆ Native American children are placed in compliance with placement preference within the Indian Child Welfare Act (ICWA).
- ◆ Temporary or interim placements for children are avoided. Children are placed in settings that could reasonably be expected to become the child's permanent placement if necessary.

#### > **Family Relationships**

- ◆ A child's primary connections to neighborhood, community, family, friends, culture and faith are preserved in the foster care placement.
- ◆ Efforts (including services, visits, family interactions, etc.) are made to promote or maintain a strong emotionally supportive relationship between a child in foster care and the child's parents, unless it is not appropriate to do so based on the child's safety or permanency goal.

#### > **Health and Education**

- ◆ Medical information is shared with foster parents prior to or at the time of placement. Foster parents are given copies of the child's health records.
- ◆ Foster parents are given copies of the child's educational records.

#### > **Permanency and Stability**

- ◆ Efforts are made to develop an alliance between the birth family, foster family, resource family, or adoptive family, extended family members, the agency and the child/youth as the vehicle to achieve timely permanence.
- ◆ The social worker respectfully engages the family and child/youth in a candid discussion about the impact of foster care on children, permanency options, and the possible outcomes of not following through with the case plan.
- ◆ Services and supports are provided to maintain a child's placement and to reduce the risk of disruption. Placement changes for a child occur only for reasons directly related to helping the child achieve the goals in his or her case plan.

- ◆ When reunification is the permanency goal, efforts are made to return the child safely to his/her home within 12 months of removal

- ◆ Families whose children are reunited receive ongoing supports that enable them to safely sustain their children in their home.

- ◆ Concurrent planning begins when an out-of-home placement is initiated.

- ◆ Reasonable efforts are made to place children who are legally free for adoption with a permanent adoptive family and to finalize the adoption within 24 months of the most recent entry into foster care.

- ◆ A child's permanency goal is "another planned permanent living arrangement" other than adoption, guardianship or return to family only after the other more permanent goals have been considered and appropriately ruled out for this child.

- ◆ Services provided to a child in foster care are consistent with and promote achievement of the stated permanency goal on a timely basis.

#### > **Transition for Older Youth**

- ◆ Children age 14 and older have a written plan that includes services and supports to help the youth live safely and function successfully independent of agency services.

#### > **Standards Related to Cultural Competence**

- ◆ Services provided to children and families respect their cultural, ethnic, and religious heritage.

#### > **Standards Related to Transition and Case Closure**

- ◆ Safety and risk is assessed prior to transitions and case closure.
- ◆ Cases are closed when the goals related to safety, risk, and permanency have been achieved.
- ◆ Services and supports are in place to assure the child and family a smooth, timely, and successful transition when changes occur.

- ◆ Families whose children are reunited receive transitional supports that enable them to safely sustain their children in their home.
- ◆ Families are connected with informal supports to assist them to function independent of outside supervision upon case closure.

## **MODEL OF PRACTICE RELATED TO PROGRAM & ORGANIZATIONAL CAPACITY**

The following standards apply to program and organizational capacity, including required resources, organizational and staffing capacity, and the level of collaboration and public/private partnerships that are essential to realize outcomes.

### **Agency Management and Leadership**

- > Managers at the state and local level work together to focus on the continuous improvement of programs, services and staff to achieve DHS's vision and mission, meet the needs of the children and families served, and produce positive outcomes.
- > Staff are seen as capable and committed professionals and management and supervisory systems and actions focus on promoting the ongoing growth and development of staff.
- > Managers and supervisors provide leadership and support to achieve effective and efficient internal and community collaboration to strengthen and improve services for children and families.
- > Managers and supervisors provide leadership and support to identify and mobilize the strengths staff and programs to effectively and efficiently meet the needs of children and families.
- > Managers and supervisors provide leadership and support to create, affirm and sustain an organizational culture and structure that supports a strength-based family-centered model of practice.
- > Managers and supervisors provide honest, fair and clear leadership for their staff and provided opportunities for honest and direct feedback from staff.

### **Policies and Standards**

- > DHS developed and implemented standards to ensure that children and families are provided quality services that protect the safety and health of the children. Standards related to frontline practice are incorporated in agency manuals for staff.
- > Policies and standards are congruent and support a strength-based family-centered model of practice.

### **Staff Qualifications, Training and Workload**

- > DHS sets standards for public and private agency staff that are reasonably in accord with recommended national standards.
- > Staff have workloads at a level that permit practice consistent with the model of practice, and that are reasonably in accord with recommended national standards.
- > DHS has an overall training plan. Staff receives initial and ongoing training to address the skills and knowledge needed to carry out their duties related to safety, permanency, and well-being.
- > DHS provides training for current or prospective foster parents, adoptive parents, and staff of licensed agencies that addresses the skills and knowledge they need.

### **Clinical Supervision and Mentoring**

- > Staff has access to clinical supervision, coaching and mentoring from supervisors.

### **Service Array**

- > The state and service areas have in place an array of services that assess the strengths and needs of children and families, address the needs of families and children to create a safe home environment, enable children to remain safely with their parents when reasonable, help children in foster and adoptive placements achieve permanency, and help youth in foster care to prepare them for independent living and to make the transition to adulthood.
- > The state and service areas develop community-based services for families that come to the attention of the child welfare system and are assessed at moderate risk of abuse, and work with the community to identify and develop community referral options for other families that seek services.

- > Services are accessible to families and children in all jurisdictions within the state.
- > Services can be individualized to meet the unique needs of children and families.
- > Services are culturally responsive to the community's children and families.

#### **Child Welfare Information System**

- > The statewide information system can readily identify the status, demographic characteristics, location, and goals for placement of every child who is (or within immediately preceding months, has been) in foster care.
- > Information is accessible to frontline staff, supervisors, managers and administrators on a timely basis to facilitate doing their work.
- > The information system serves as an efficient and effective tool to help frontline staff manage their cases and supports their work.

#### **Agency Coordination with the Community**

- > Staff at the state and local level engages in ongoing consultation with tribal representatives, consumers, service providers, foster care providers, the juvenile court, and other public and private child and family serving agencies.
- > Staff at the state and local level annually review progress and services delivered in consultation with community representatives.
- > Staff at the state and local level work in partnership with services or benefits/programs serving the same population
  - including public health, mental health, substance abuse, domestic violence, education, medical services, food assistance, and financial and work supports to ensure effective and efficient coordination of programs and services to achieve positive outcomes for children and families.
- > Staff at the state and local level work in partnership with community-based providers and agencies to use organizational and community cultural strengths to develop more responsive services and supports to the community's children and families.

#### **Quality Assurance**

- > There is an identified quality assurance system that evaluates the quality of services and how well practice aligns with standards, identifies strengths and needs, and provides relevant reports.
- > There is a process in place for continual quality improvement that uses quality assurance information to identify and implement improvement in policies, training, clinical supervision, and collaboration across systems as well as case practice.

## Attachment L Discovering Connections



### Discovering Connections

Every youth deserves a strong social network to nurture, guide, and support their healthy development. Youth who have permanent connections with supportive adults and friends have better outcomes. It is our responsibility to assist youth in discovering and fostering these important relationships. This exercise offers a menu of questions to help youth in out-of-home placement identify and explore meaningful relationships in their lives.

#### **PURPOSE**

Identify potential family and other positive adult connections for youth in care.

#### **GUIDING PRINCIPLES AND BEST PRACTICE**

##### **Self-determination**

Youth decide which connections are recorded in this exercise.

##### **Trauma-informed**

The tool should be used to guide a thoughtful conversation, using good interviewing skills when the youth is physically safe. Watch for signs that indicate a pause, reflection, or even ending the conversation is needed.

##### **Strengths-based**

All people have strengths and, if named by youth, should be given the opportunity to fill a role in the youth's life. Families and friends can provide love and caring in a way that no formal helping system can.

#### **USING THE TOOL**

- Pick a setting that promotes conversation and openness and matches the youth's interests. For example, take a walk outside, do an art project, etc.
- Be honest about the purpose of the questions and with whom the information will be shared. For example, "I care about you and want you to have relationships with people that are important to you. I'd like us to work together to identify these people. I can't promise that we'll be able to reach every person or that they will be available, but it's definitely worth a try."
- Not all questions need to be asked or asked exactly as written. Strive to make this a conversation.
- Record as much information as possible about people the youth identifies and ensure that the youth is okay with these people being contacted.

4/1/18 Youth Policy Institute of Iowa. Adapted from University of Iowa School of Social Work-National Resource Center for Family Centered Practice Iowa HHS "Improving Outcomes for Youth in Transition" Training Program and Finding Families for Iowa's Children, Four Oaks

470-5648 (09/24)

- Give specific details about the next steps in the process. Do not over-promise but be sure the next steps are reached. i.e., "We will do their best to connect with these people."
- Be sure to thank the youth for their willingness to share.
- If youth are unable to name anyone, have a conversation about opportunities to build new relationships and connections while acknowledging the youth's resilience in the absence of these connections.

## **DISCOVERY QUESTIONS**

### **Activities and Events**

Tell me about how you spent holidays, birthdays, and special occasions. Who were the family members or friends you enjoyed being around or were kind to you?

Tell me about activities you've been involved in at school, church, or in your neighborhood. Who was there? Who did you connect with? Who made you feel important or listened to you?

### **Support**

Who are the three people in your life you've had the best relationship with?

Who could you call right now that would listen to you, give you advice or help you with a problem?

Who would you'd like to reach out to right now? Anyone you'd like to stay in touch with?

### **Safety**

Who looked out for you or cared about what happened to you or made you feel safe?

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Who cared for you when your parents could not? Places you slept or ate when needed? Neighbors or teachers?

**Belonging**

Who visits or calls you?

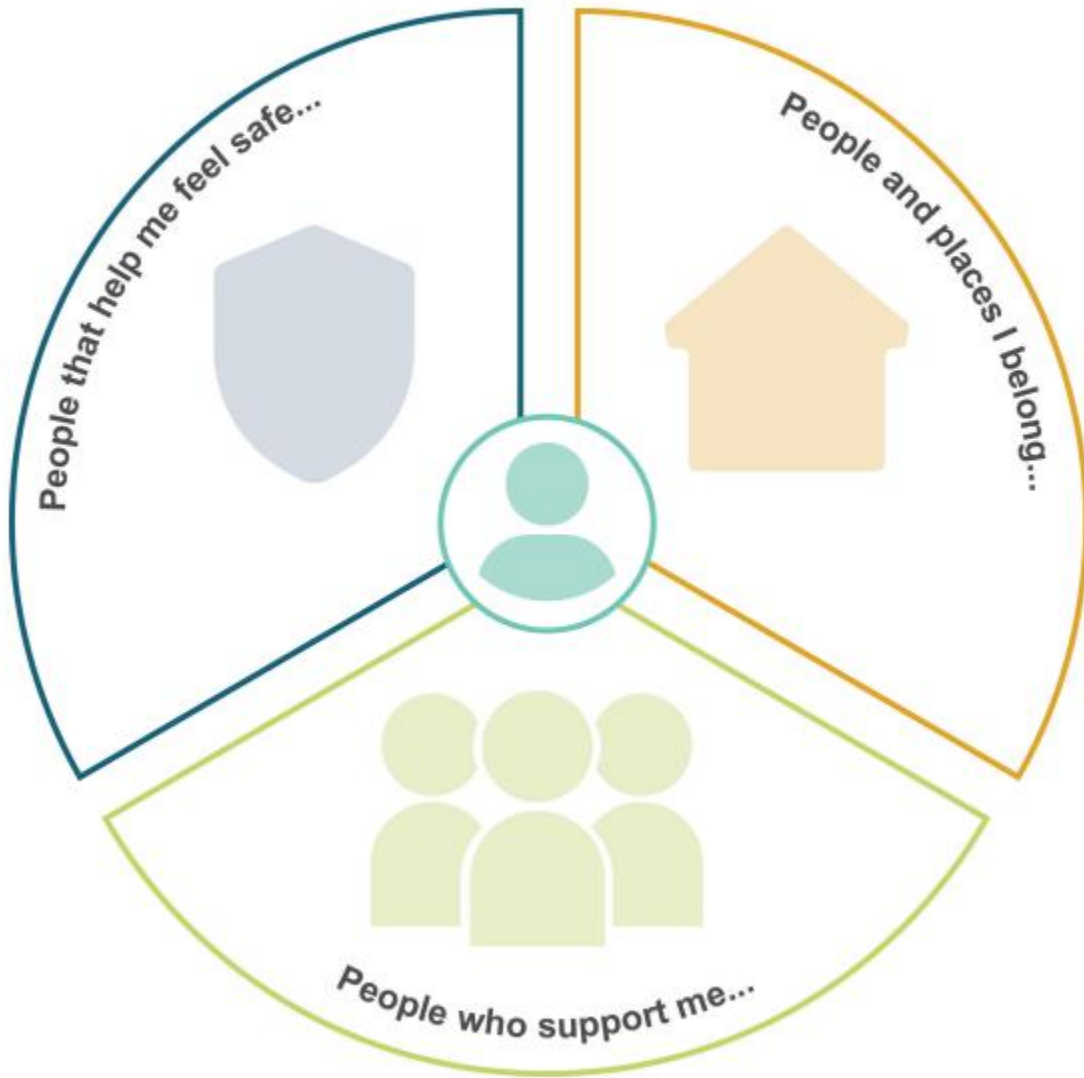
Who would you choose to live with? Relative? Friend? Former foster family?

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# My Connections

Name \_\_\_\_\_ Date \_\_\_\_\_



## My Connections

Name \_\_\_\_\_ Date \_\_\_\_\_

 Name	 Relationship	 Contact Information
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