# ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES CONTRACT SPECIFICATIONS MANUAL



# FOR SERVICES TO CONSUMERS OF THE OFFICE OF CHILDREN, YOUTH AND FAMILIES

**Revised June 2016** 

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# **CHAPTER 1: HOMEBUILDERS**

The SERVICE PROVIDER will provide DHS with the services described in detail below based upon the unit of service described below.

#### A. WORK STATEMENT

 The SERVICE PROVIDER shall perform the in home services as outlined in the attached Work Statements attached to the **Agreement** and incorporated as **Exhibit A**

# **B. EMERGENCY CONTACT**

 The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT and Families in which the SERVICE PROVIDERS are servicing. This service shall be available every day of the year including weekends, holidays, and non-business hours.

# C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER notifies the DEPARTMENT by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF intake at (412) 473-2000] immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report):
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - c. Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - h. Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas

- 2. The SERVICE PROVIDER informs the Department as soon as possible, but not more than three working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.
  - c. Any other circumstance or incident seriously affecting the child or child's care.

# D. PROVISION OF SERVICES

The SERVICE PROVIDER shall provide crisis-oriented social work services delivered with fidelity to the Homebuilders<sup>™</sup> model (collectively, "the Services") for intensive family preservation and family reunification support (collectively, "the Services").

Family Preservation is short-term, family-focused services designed to assist families in crisis by improving parenting and family functioning while keeping children safe.

Family Reunification is multifaceted strategies that build on family strengths and address concerns so children who have been removed from their family of origin and placed in foster or residential care can be reunified with their family.

#### 1. Service Model:

- a. The SERVICE PROVIDER shall provide all Services based upon the Homebuilders™ model utilizing the Homebuilders™ standards as established by the Institute for Family Development. (The most current published version of the Homebuilders™ program standards is available online at <a href="http://www.institutefamily.org/pdf/HOMEBUILDERS-Standards-40.pdf">http://www.institutefamily.org/pdf/HOMEBUILDERS-Standards-40.pdf</a>)
- b. The SERVICE PROVIDER is responsible for maintaining fidelity to the Homebuilders™ model, measured by the fidelity standards established by the Institute for Family Development and CYF. (The most current published version of the Homebuilders™ fidelity standards is available online at <a href="http://www.institutefamily.org/pdf/HOMEBUILDERS-FidelityMeasures-Abridged-3.0.pdf">http://www.institutefamily.org/pdf/HOMEBUILDERS-FidelityMeasures-Abridged-3.0.pdf</a>)

# 2. Service Components:

The Services shall consist of two components: Family Preservation and Reunification.

- a. Family Preservation:
  - i. Case Referral Criteria: Family Preservation is when every effort is made to assist the child within a family unit by working with the family before the child

has to be removed. These services shall be provided when at least one child birth to 17.9 years of age is at imminent risk of removal from his/her home due to concern about the child or youth's safety. The SERVICE PROVIDER will implement Family Preservation services immediately as part of the family's safety plan to allow the child to remain in the home

- ii. Target Population: Family Preservation services shall be provided to biological and adoptive families and/or legal custodians or guardians whose children are at imminent risk of out-of-home placement, where children or youth have been identified as victims of abuse and/or neglect or have been exposed to risk factors such as substance abuse, domestic violence, mental health and/or other disabling conditions of the parent
- iii. Referral Mechanism: All referrals will be made from the DEPARTMENT.

#### b. Reunification:

- i. Case Referral Criteria: Reunification services occur when children are returned or reunified with the family unit in a way that is safe and stable and provides for lasting and sustainable relationship. These services shall be provided when the DEPARTMENT has a specific plan for the child/children to return home within seven days of the referral and has made an assessment that the family requires intensive in-home services for that reunification to occur successfully. Families will likely have moderate or high risk and complex needs. The SERVICE PROVIDER shall work with the family only if this has been an out-of-home placement for at least two weeks.
- ii. Target Population: Reunification services shall be provided to families whose child or children are to be returned from out-of-home placement.
- iii. Referral Mechanism: All referrals will be made by the DEPARTMENT.

#### 3. Provider availability:

- a. For both Family Preservation and Reunification cases, the SERVICE PROVIDER shall make staff available to accept referrals for the Services from CYF on a 24 hours a day, 7 days a week basis.
- b. For both Family Preservation and Reunification cases the SERVICE PROVIDER shall make staff available to provide the Services to families in each family's home 24 hours a day, 7 days a week, according to the needs of the family.

# 5. Program census:

a. The SERVICE PROVIDER shall maintain an active census of a minimum of 8 families once the CYF monitor has approved the SERVICE PROVIDERS Homebuilders™ program for full implementation.

# 6. Additional Responsibilities:

In connection with the provision of the Services, the SERVICE PROVIDER also agrees to:

- a. prepare a written service plan by developing outcome-based goals in cooperation with and agreed to by the family through engagement and motivation;
- b. integrate the DHS Conferencing and Teaming Practice Model (as referenced in the CYF Specifications Manual) when working the family and fully participate in the process and prompt the execution of the Family Plan (See 55 Pa Code. § 3130.61) which may include teaching skills for behavioral change or other evidence-based cognitive-behavioral interventions;
- c. coordinate with other providers serving the family and advocating/speaking on the behalf of the family with other providers;
- d. provide CYF caseworker and CYF contract monitoring staff with written reports and summaries of the family's progress of goals, change in status, and updates of targeted Services;
- e. enter reports and other necessary information into the Key Information and Demographic Systems system (KIDS) and the Institute for Family Development's proprietary data management system
- f. make available appropriate personnel to appear in Allegheny County Court of Common Pleas, Family Division, Juvenile Section to testify to the facts surrounding a family's progress and consistency; make available appropriate staff to appear in other hearings and legal proceedings related to the family's care of the child or children as necessary
- g. work with CYF and The Institute of Family Development to identify and address any problems or adaptations that may need to be considered as the Homebuilders™ model is implemented
- h. maintain staff as outlined in the most current version of the Homebuilders™ standards (available online at:

http://www.institutefamily.org/pdf/HOMEBUILDERS-Standards-4-0.pdf

# E. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

- 1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.
- 2. The SERVICE PROVIDER must be familiar with and understand the provisions of the Child Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

# **CHAPTER 2: IN-HOME SERVICES**

#### A. WORK STATEMENT

1. The SERVICE PROVIDER shall perform the in-home service as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A".

# **B. EMERGENCY CONTACT**

 The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT and Families in which the SERVICE PROVIDER is servicing. This service shall be available every day of the year including weekends, holidays, and non-business hours.

# C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER notifies the Department by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF intake at (412)473-2000] immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report):
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - c. Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - h. Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas
- 2. The SERVICE PROVIDER informs the Department as soon as possible, but not more than three working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.
  - c. Any other circumstance or incident seriously affecting the child or child's care.

# D. REFERRAL AND PRE-SERVICE INFORMATION

- Except in cases of Shelter Diversion or Emergency Services, in order to determine acceptability for In-Home Service (s), the DEPARTMENT shall provide the SERVICE PROVIDER current and historical family information. Reports from prior service providers will be forwarded if applicable and available. The DEPARTMENT shall develop the Family Plan which shall include goals for family.
- 2. The SERVICE PROVIDER shall be invited to attend and participate in the development of the Family Plan, Family Plan Reviews, and Conferencing and Teaming Meetings and shall receive a written notice with a minimum of ten (10) days advance notice of such meetings. The In Home Provider shall provide information about the child's/family's services, anticipated length of service, anticipated post-service plan, and the treatment objectives of family involvement.
- 3. When the SERVICE PROVIDER indicates a willingness to consider the child/family for service (s), the DEPARTMENT shall cooperate with the SERVICE PROVIDER in arranging a pre-service visit and/or conference. The participants may include, but not be limited to the child, parents or guardian, and the DEPARTMENT caseworker/probation officer.
- 4. When the DEPARTMENT receives official notice of acceptance from the SERVICE PROVIDER, the DEPARTMENT shall provide the SERVICE PROVIDER with all pertinent information prior to or upon commencement of service(s); unless otherwise agreed upon by both the SERVICE PROVIDER and the DEPARTMENT or supervisor notifies the SERVICE PROVIDER of the unavailability of the information.

# **E. PROVISION OF SERVICES**

- 1. The SERVICE PROVIDER is required to make Safety Assessments on each contact visit and must document in KIDS. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the child is at imminent risk. Except in the cases of Emergency services, the child must be seen within 24 hours of provider acceptance. Emergency Services must make face-to-face contact within 0-2 hours of provider acceptance.
- 2. The SERVICE PROVIDER shall document via KIDS the In-Home Service Plan (IHSP), which includes the goal(s) and objectives for the child/family while in the SERVICE PROVIDER'S program. The IHSP shall be completed within twenty (20) days of acceptance for service and documented in KIDS, with signatures of participating parties must be maintained in the case record.
  - a. The SERVICE PROVIDER shall contact the DEPARTMENT's caseworker to schedule a conferencing and teaming meeting or the date of the next teaming

- meeting. The writing of the IHSP shall be incorporated into the Department's teaming meeting, contract monitor, parent(s), guardian, or custodian, family's requested supports, and other appropriate professionals shall participate in the development of the IHSP. The expectation is that the IHSP will decrease the number of service planning meeting and use the team approach to strengthen the youth and family.
- b. The In-Home Service Plan shall include goals and identify the objectives and strategies to fulfill those goals. Goals, objectives and strategies shall be specific to the child and their family and shall be measurable and relevant to the reason for referral, assessment information and to the discharge goal/permanency plan.
- c. The child and family's skill level in each should be noted.
- 3. The IHSP shall address success criteria, duration of services, and person(s) responsible for assuring completion of the goals and objectives. The Plan shall have the title "In-Home Service Plan". The first page of the Plan shall indicate the name of the SERVICE PROVIDER and the specific program offered by the SERVICE PROVIDER; the discharge goal for the family from the program as well as the permanency goal identified by the DEPARTMENT.
- 4. The SERVICE PROVIDER shall complete the Educational Screening Assessment Tool via KIDS.
- 5. The SERVICE PROVIDER shall complete a monthly progress report in KIDS for each family served under this agreement. The report shall address the progress towards each area addressed in the IHSP for each goal and objective.
  - a. The SERVICE PROVIDER shall document monthly, Health and Education Summaries and all applicable attachments to the DEPARTMENT in KIDS. The report shall also indicate any new goals, objectives, or strategies if necessitated by the family's progress or lack thereof.
  - b. The first Monthly Report shall be completed via KIDS within thirty-five (35) days of the date of acceptance for service and each subsequent report shall be completed via KIDS no later than thirty (30) days from the date of the previous report. The following elements must be in each monthly report for each family with which the provider is working:
    - i Goals as stated by CYF
    - ii Goals shall include cultural practices and traditions
    - iii Progress made towards the stated goals
    - iv Barriers to the completion of the goals
    - v Plans to alleviate/eliminate the existing barriers

- vi Risk factors for the children
- vii Safety factors for the children
- viii Length of time involved with the family (months)
- ix Estimated time to achieve the goals (months/weeks)
- x Planned completion date
- xi Last (re)authorization date
- xii Number of face to face meetings with the Children and Parents
- xiii Results of each contact meeting
- xiv Number of home visits
- xv Number of billable hours, both direct and indirect
- xvi Plans for next month

# ALL FACE-TO-FACE CONTACT NEEDS TO BE DOCUMENTED IN KIDS

- 1. In-Home Services may be provided in an effort to prevent the placement and removal of a child and motivate family reunification for a child who is in placement, to address parent/child conflict, and to address other situations wherein the DEPARTMENT believes that the provision of In-Home Services will be of assistance in the accomplishment of the child's and family's Family Plan outcomes. In-Home Services may continue to be provided when a child is in placement and the DEPARTMENT supports the continued delivery of these services. In-Home Services may also be provided when a child is in placement and the DEPARTMENT supports the delivery of In-Home Services as a means to assist with the reunification of a child in placement with the family.
- 2. In-Home Services are categorized on five levels:
  - Intensive Services, which require a minimum of 12-24 hours per week of faceto-face contacts
  - Moderate Services, which require a minimum of 6-12 hours per week of faceto-face contacts
  - c. Basic Services, which require a minimum of 3-6 hours of face-to-face contacts
  - d. Maintenance Services, which require a minimum of 1 hour of face-to-face contact bi-weekly
  - e. Aftercare services, which require a minimum of 1 hour
    - i Face-to-face, contact bi-weekly.

In-Home Services will be authorized for a maximum of 60 days. (It is the expectation of Allegheny County Children, Youth and Families that the goals will be accomplished in 60 days or less and appropriate referrals will be made to community resources.) In the rare event that more time is required, a

reauthorization meeting will be held at the DEPARTMENTS office to request an additional 30 days of service. The caseworker will conduct the reauthorization meeting and the reauthorization meeting will be documented in KIDS on the reauthorization screens. The caseworker will then send the reauthorization to their supervisor via KIDS and the supervisor will review and approve it onto the Regional Office Director who will have the final say.

In the event that the In Home Services Agency exceeds the authorization period at any time, the agency will not be paid for any more time than what was authorized. The aftercare period will remain in effect as delineated.

Aftercare Services may be provided either when the DEPARTMENT has continued to maintain an open case or when the DEPARTMENT has closed the case. In either event, Aftercare Services are limited to a period of 3 months following the expiration of Authorized Services. Aftercare Services are limited to a maximum of 15 billable units.

- The SERVICE PROVIDER shall submit a completed Child Welfare Temporary Assistance to Needy Families (TANF) Services Eligibility Form for each case on the day services began and forward to the Department of Human Services within ten (10) days.
- 4. The In-Home Services will include the provision of Concrete Goods by the SERVICE PROVIDER to DEPARTMENT referred cases:

The SERVICE PROVIDER staff shall investigate and offer other community resources such as local churches, food banks/pantries, gently used appliance stores/warehouses, Blessing Board, Salvation Army, Saint Vincent DePaul and Catholic Charities first to assist the Family. Once said services have been contacted and response is documented in Key Information and Demographics System (KIDS) the SERVICE PROVIDER will collaborate with the CYF caseworker to alleviate the need. Staff will enter a concrete goods request into KIDS and print out the procurement form. Once the staff receive the CYF supervisor's approval in (KIDS) authorizing the amount of funds to be used (not to exceed \$500), the SERVICE PROVIDER shall insure that the Family need is corrected.

The SERVICE PROVIDER shall assist each family with enrollment to their local Family Support Center in that region.

5. Direct Services Staff who provide In-Home Services to DEPARTMENT referred cases must receive a minimum of 20 hours of staff training during the 12-month period of the contract. The DEPARTMENT has established a maximum amount of funds, as more fully described in Exhibit B, which are available as reimbursement to the SERVICE PROVIDER to cover the cost of staff training. The minimum

amount of staff training hours will be pro-rated to account for direct services staff who are employed for a period, which is less than the 12-month period of the contract. Supervisory conferences for direct services staff are not considered staff training as defined herein. Staff training for direct services staff must be documented by the SERVICE PROVIDER and must be relevant to the work performed by the direct service staff.

6. The SERVICE PROVIDER shall complete the Educational Screening Assessment Tool via KIDS.

# F. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the provider is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

# **G. DISCHARGES**

1. The SERVICE PROVIDER shall complete a discharge summary within ten (10) days from date of discharge via KIDS. The Discharge Summary shall have the title "In-Home Discharge Summary" and shall address the progress achieved in each of the areas addressed in the In-home Service Plan and Monthly Reports and note the progress or lack thereof that resulted in the discharge. The Discharge Summary shall also include any post-discharge recommendations and services to be carried out by the PROVIDER, if applicable. No case referred by the DEPARTMENT is to be discharged by the SERVICE PROVIDER without the knowledge and consent of the DEPARTMENT.

#### H. COOPERATION WITH THE DEPARTMENT

1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit via email or letter on letterhead to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings.

# I. DESCRIPTION OF THE PROGRAM AND MEASUREMENT

- 1. Each provider will maintain on file with the Office of Children, Youth and Families a current, complete description of the program. (Research evidence to support the efficacy of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31<sup>st</sup> and July 31<sup>st</sup>) the SERVICE PROVIDER will provide to the Office of Children, Youth and Families data that measures the effectiveness of the program.
- 2. The SERVICE PROVIDER must be familiar with and understand the provisions of the Child Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

# **CHAPTER 3: SHELTER FOSTER CARE & GROUP/RESIDENTIAL SHELTER**

The SERVICE PROVIDER shall agree to a **no eject/no reject** policy except in cases where the SERVICE PROVIDER does not offer this service as part of their Purchase of Service Agreement

#### A. WORK STATEMENT

 The SERVICE PROVIDER shall perform the out of home placement as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A"

# **B. EMERGENCY CONTACT**

 The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT and families in which SERVICE PROVIDER are servicing. This service shall be available every day of the year including weekends, holidays, and non-business hours.

#### C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER notifies the Department by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF intake at (412) 473-2000] immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report:
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - h. Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas

- 2. The SERVICE PROVIDER informs the DEPARTMENT as soon as possible, but not more than three (3) working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.
  - c. Any other circumstance or incident seriously affecting the child or child's care.

# D. REFERRAL AND PRE-SERVICE INFORMATION

- 1. The SERVICE PROVIDER shall provide the DEPARTMENT with a daily vacancy listing via phone contact with the DEPARTMENT'S designated shelter coordinator.
- 2. In order to determine acceptability for shelter service(s), when available, the DEPARTMENT shall provide the SERVICE PROVIDER with current and historical family information including but not necessarily limited to current and historical medical information. Related school information, reason for shelter placement, Placement Assessment Level of care, and child's discharge plan will be available at point of referral. The DEPARTMENT shall develop a Family Plan, which shall include goals for each child's/family's services, anticipated length of service, anticipated post-service, and the treatment objectives of family involvement. The SERVICE PROVIDER shall be invited to attend and participate in the development of the Family Plan, Family Plan Reviews, and Conference and Teaming Meetings.
- 3. The SERVICE PROVIDER agrees to respond to the referral within twenty (20) minutes. The SERVICE PROVIDER shall contact the DEPARTMENT within thirty (30) minutes with the results of the shelter placement search. The DEPARTMENT will notify all contacted SERVICE PROVIDERS once shelter placement is identified in order to rescind the referral request.
- 4. The service provider shall not discharge a child from the facility due to hospitalization (medical or psychiatric) unless discharged by the Deputy Director of Allegheny County CYF or his/her designee.
- 5. If a child is on runaway status, the child may be discharged from shelter for an incoming admission if authorized by the Deputy Director of Allegheny County CYF or his/her designee.
- 6. When the SERVICE PROVIDER agrees to accept the child for shelter services, the DEPARTMENT shall cooperate with the SERVICE PROVIDER in arranging for transportation to the placement site. The DEPARTMENT is responsible for ensuring the child's admission into shelter.
- 7. The SERVICE PROVIDER shall provide the DEPARTMENT'S designated shelter coordinator with a foster home profile for each shelter foster home identified as a resource on the date of the referral. The SERVICE PROVIDER operating a shelter

foster home program shall submit to the DEPARTMENT'S shelter coordinator a weekly shelter vacancy report each Monday by 4:30 p.m. The report shall include twenty-four (24) hour access to a contact person with a telephone number, cell phone, and/or pager.

8. The SERVICE PROVIDER shall submit to the DEPARTMENT'S Resource Services Manager, a weekly shelter disposition report for each child currently in placement. This report shall include information relating to the child's discharge status including but not limited to barriers to permanency.

# **E. PROVISION OF SERVICES**

- 1. The SERVICE PROVIDER shall submit to the DEPARTMENT a typed five (5) day shelter assessment which includes: the results of all assessments, safety, well-being and the child's adjustment to shelter, the family contact, and reunification or placement plan. The SERVICE PROVIDER shall convene a ten (10) day shelter planning meeting with the COUNTY to develop a shelter treatment and discharge plan. The invitation shall be in writing and provide at least five (5) days advance notice of the shelter planning meeting. The meeting and report shall include:
  - a. Child's interactions with the shelter caregiver.
  - b. Child's visits with family of origin and the SERVICE PROVIDER'S interaction with family.
  - c. Child's progress: identify feelings, goals, concerns, life skills and strengths.
  - d. Child's safety plan while in shelter.
- 2. The DEPARTMENT shall complete a ten (10) day assessment utilizing the Placement Assessment Tool (hereinafter referred to as PAT) if the child's goal is ongoing placement.
- 3. Should the child remain in shelter placement longer than thirty (30) days an Individual Service Plan (ISP) is required.
- 4. The SERVICE PROVIDER shall contact the DEPARTMENT's caseworker to schedule a conferencing and teaming meeting or asked to attend of the next teaming meeting if before the 30 days of placement. The writing of the ISP shall be incorporated into the Department's teaming meeting, contract monitor, parent(s), guardian, or custodian, family's requested supports, and other appropriate professionals shall participate in the development of the ISP. The expectation is that the ISP will decrease the number of service planning meetings and use the team approach to strengthen the youth and family.
- 5. The ISP shall be completed by the SERVICE PROVIDER and submitted to the DEPARTMENT in KIDS within thirty-five (35) days of placement. In addition, an

invitation to the ISP meeting shall be in writing and provide at least ten days (10) advance notice of the ISP meeting.

The SERVICE PROVIDER shall invite the DEPARTMENT caseworker, contract monitor, parent(s), guardian, or custodian and other appropriate professionals to participate in the development of the shelter planning meeting and the ISP.

This shall include goals, objectives and strategies in the following life domain areas:

- a. Family/Legal Guardian including the Visitation Plan
- b. Physical Environment / Structure
- c. Leisure/Recreation
- d. Peer Group/Social Skills
- e. Cultural Practices and Traditions
- f. Legal (including restitution and community service where applicable)
- g. Educational/Vocational
- h. Independent Living for all children age sixteen or older.
- i. Psychological/Psychiatric
- j. Medical/Dental
- k. Referral and Consultation (if applicable)
- Behavioral

Goals, objectives and strategies shall be specific to the child and their family and shall be relevant to the reason for referral, assessment information and to the discharge goal/permanency plan. The child's and family's skill level in each area should be noted as per DPW Regulations. The ISP shall address success criteria, duration of services, and person(s) responsible for assuring completion of the goals and objectives. The ISP shall include in the provisions of services parent involvement as determined by the DEPARTMENT'S Family Plan.

The ISP shall have the title "Individual Service Plan". The first page of the ISP shall indicate the name of the SERVICE PROVIDER and the specific program offered by the SERVICE PROVIDER; the child's name, case number, parent's name and address; the discharge goal of the child from the program as well as the permanency goal identified by the DEPARTMENT shall be included on the ISP.

The SERVICE PROVIDER agrees as a condition of this Agreement that the health, safety, social, and emotional well-being of each child/family will, at all times, be

- reasonably protected and that services will be provided in surroundings and under conditions as stipulated by DPW regulations when applicable.
- 7. The DEPARTMENT shall provide a risk assessment during initial placement; thus, the SERVICE PROVIDER must conduct face-to-face contact according to CPS #3490.61. High-risk children shall be seen by the SERVICE PROVIDER within 24 hours at their new residence to assess their level of safety. Children who are at high risk of abuse or neglect shall be seen no less than once a week, or as determined by the DEPARTMENT to assure safety of the child and that the level of services provided to the child/children and family/families is/are consistent with the level of risk to the child. The SERVICE PROVIDER shall conduct this formal assessment and provide documentation of same to the COUNTY within 24 hours of assessment.
- 8. The SERVICE PROVIDER shall conduct face-to-face contact with the child in their residence within 24 hours of placement. If the SERVICE PROVIDER operates a shelter foster home program, the child shall be assessed no less than once every five (5) days thereafter.
- 9. If the SERVICE PROVIDER operates a shelter foster home program they shall conduct a safety assessment on each contact visit, document said assessment in the child's record, and submit a copy to the DEPARTMENT within 24 hours of the assessment. The SERVICE PROVIDER operating a shelter group home/residential facility shall conduct daily safety assessments and maintain reports of said assessments in the unit log. In addition, every SERVICE PROVIDER shall submit safety assessment reports every ten (10) days. The SERVICE PROVIDER must notify the DEPARTMENT immediately, if it has been determined that the child is at imminent risk.
- 10. The SERVICE PROVIDER shall submit a typed progress report monthly to the DEPARTMENT for each child served under this agreement for greater than thirty (30) days. The report shall be titled "Monthly Report" and address the progress towards each area addressed in the ISP and for each goal and objective. The report shall also indicate any new goals, objectives, or strategies if necessitated by the child's or family's progress or lack thereof.
- 11. The section of the report titled Family/Legal shall provide documentation of visits between children in placement and their parents/guardians including dates, location, and participants of the visits. The section titled Education and Medical/Dental shall be reported on the DEPARTMENT'S "Health and Education Summary" and submitted to the DEPARTMENT'S Manager of Managed Care Unit. The first Monthly Report(s) shall be submitted to the DEPARTMENT not more than

- one month from of the date of placement and a report shall be submitted monthly thereafter.
- 12. The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access telephone numbers to the DEPARTMENT. This service shall be available every day of the year including weekends, holidays, and non-business hours.

# F. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within six (6) months of employment.

# **G. CHILD'S LOCATION**

1. The SERVICE PROVIDER will, prior to placement of the child, notify the DEPARTMENT of the child's exact location. The SERVICE PROVIDER shall notify the DEPARTMENT twenty-four (24) hours prior to moving a child within their shelter system. This includes respite care or in an emergency. An emergency is defined as when the child cannot be safely maintained in the current level of restrictiveness. When the SERVICE PROVIDER determines an emergency requires the movement of the child to a new location (included but not limited to juvenile detention, psychiatric hospitalizations) the SERVICE PROVIDER will notify the DEPARTMENT immediately of the child's need to move and follow-up with written notification within 72 hours identifying child's location. The SERVICE PROVIDER is prohibited from making level of care changes without following appeal processes. Placement conversions are prohibited; all children in need of ongoing placement will be identified on the electronic placement system. It is the DEPARTMENT'S and the SERVICE PROVIDER's responsibility to notify the family of the child's location or change in location.

# H. CASEWORK MANAGEMENT - CASEWORK/TREATMENT SERVICES

- 1. The legal responsibility for case(s) rests with the DEPARTMENT. The responsibility for child/family casework management rests with the DEPARTMENT and/or delegated SERVICE PROVIDER.
- The principal responsibility for casework/treatment services to the resident shall rest with the SERVICE PROVIDER according to the Child's Individual Service Plan.
- 3. Residential Providers must maintain centrally located documentation regarding:
  - a. Each referral that the SERVICE PROVIDER receives from a county agency (CYF or JPO). The SERVICE PROVIDER must maintain the following information: the date of receipt of referral; the requesting county and agency (CYF or JPO); the name, age and race of the child; presenting primary problem; and whether the child was accepted or rejected for admission to the program and the reason.
  - b. Each child that is discharged from their residential programs. The SERVICE PROVIDER must maintain the following information: the date of the discharge from the residential program; the county and agency (CYF or JPO) that placed the child at the program; the name, age and race of the child; and the reason that the child was discharged from the residential program (including the successful progress of original presenting problem; AWOLs; negative discharge; etc.)
  - c. All arrests by law enforcement regarding children and youth being served by the SERVICE PROVIDER. The SERVICE PROVIDER must maintain the following information: the date, the county and agency (CYF or JPO) that placed the child at the program, the name; age and race of the child; and reason for arrest by the law enforcement agency.
  - d. All restraints of children/youth served. The SERVICE PROVIDER must maintain the following information: the date; the county and agency (CYF or JPO) that placed the child at the program, the name, age and race of the child; reason for restraint; intervention attempted by staff prior to restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of restraint; name of employee(s) who observed the child; and the result of restraint (i.e. injuries incurred by, hospitalization, etc.).

# I. SCHOOL ENROLLMENT

1. The SERVICE PROVIDER shall be responsible for enrolling the resident in the appropriate education program.

# J. CLOTHING

- 1. The DEPARTMENT shall be responsible for assuring the availability of the initial basic clothing for the child when placement occurs. If the child does not have a basic wardrobe at the time of placement, the SERVICE PROVIDER, with written authorization from the DEPARTMENT, may purchase such initial clothing, at the DEPARTMENT'S expense. The SERVICE PROVIDER shall invoice the DEPARTMENT within sixty (60) days of placement for the actual cost of the required initial clothing, not to exceed a dollar amount established by the DEPARTMENT. This invoice must include actual receipts for clothing purchased. If this invoice is not received within sixty (60) days, the DEPARTMENT may refuse payment beyond this date.
- 2. It is the responsibility of the SERVICE PROVIDER to maintain appropriate clothing for the child during the time of placement and to insure that the child has, available at the time of discharge, the equivalency in clothing as the initial clothing provided by the DEPARTMENT. The SERVICE PROVIDER shall provide the DEPARTMENT with a written clothing inventory at the time of admission and discharge.
- 3. If, for some reason, the child's clothing does not leave the SERVICE PROVIDER with the child at the point of discharge, it shall be the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to make arrangements for returning the child's clothing within ten (10) working days. During that period, the SERVICE PROVIDER is responsible for insuring the availability of such clothing to the DEPARTMENT.
- 4. Failure to provide such within ten (10) working days of resident's discharge shall result in a payment reduction decision commensurate with replacement costs up to the sum of the initial clothing allotment.

#### K. MEDICAL/DENTAL CARE

1. The SERVICE PROVIDER shall partner with the DEPARTMENT to obtain information necessary to determine the child's health care coverage. The SERVICE PROVIDER shall obtain access to the Eligibility Verification System (EVS). The SERVICE PROVIDER shall use the EVS as necessary to obtain initial information about the child's health care coverage. It is the responsibility of the DEPARTMENT to enroll the child in a health care plan and to furnish to the SERVICE PROVIDER the appropriate evidence of third party medical insurance coverage. The SERVICE PROVIDER shall complete and submit the Managed Care form within five (5) days to the DEPARTMENT'S Managed Care Unit.

- 2. The DEPARTMENT shall be responsible for the payment of medical and dental care not otherwise paid by Medical Assistance or other third party medical insurance coverage. All necessary medical and dental care costs not covered by Medical Assistance, or other third party policy, or otherwise made available shall require prior DEPARTMENT approval. The SERVICE PROVIDER shall submit a written estimate for any uninsured medical and dental expense to the DEPARTMENT, which includes justification for the proposed expenditure. Unless the DEPARTMENT objects to the expense within ten (10) working days of the receipt of the estimate, the DEPARTMENT shall assume responsibility for payment.
- In an emergency situation, the above language requiring prior approval shall not apply; however, the SERVICE PROVIDER shall bring the information regarding the emergency event to the attention of the DEPARTMENT as soon as the circumstances practically permit.
- 4. In cases where it is mutually agreed that a psychological and/or psychiatric evaluation is needed and the SERVICE PROVIDER does not offer this service as part of this AGREEMENT, the SERVICE PROVIDER shall access services through the Early Periodic Screening, Diagnosis and Treatment Program (hereinafter referred to as EPSDT) for those children who are eligible. For children not eligible under EPSDT, the DEPARTMENT shall be responsible for payment of such evaluation with its prior written approval.
- The SERVICE PROVIDER shall appoint a health care liaison. That individual shall serve as the single point of contact for the DEPARTMENT for all physical and behavioral related matters.

#### L. VISITING PLANS

- Visiting plans including location and frequency shall be approved by the DEPARTMENT in accordance with the Family Plan and the child's Individual Service Plan. The SERVICE PROVIDER shall notify Allegheny County's Office of Children, Youth and Families, through the caseworker of record, both verbally and in writing, when a visit between a child in shelter placement and his parent/guardian is missed.
- Under no circumstances may the SERVICE PROVIDER use visits as a reward or withhold visits as punishment throughout the child's shelter placement. Under no circumstances shall visits be withheld from the resident during the initial assessment period.
- The SERVICE PROVIDER shall be responsible to transport the child for all family visitations.

- 4. The SERVICE PROVIDER shall be responsible to supervise all visitations occurring in Allegheny County or at the SERVICE PROVIDER'S facility between the parents and the child when supervision by the SERVICE PROVIDER is specified in the Family Plan or when the visitation is specified in a court order.
- 5. If the SERVICE PROVIDER utilizes a respite resource, a written summary of the home study (including Act 33, and enhanced criminal history clearances) shall be provided to the DEPARTMENT prior to utilization of the resource; the most recent update regarding the respite resource shall be made available to the DEPARTMENT prior to the child's visit. All such visits will be subject to the approval of the DEPARTMENT.
- 6. The SERVICE PROVIDER shall be responsible to work towards and facilitate family reunification and/or permanency for all children in shelter placement consistent with the Family Plan.

# M. TRANSPORTATION

- 1. The SERVICE PROVIDER shall be responsible to provide all daily transportation needs for children in placement. The SERVICE PROVIDER shall be responsible for all transportation costs incurred by it in fulfilling the terms of this AGREEMENT, except those associated with runaway. In the event that any transportation costs are deemed by the SERVICE PROVIDER to be extraordinary, such costs shall be subject to negotiation on a case-by-case basis between the SERVICE PROVIDER and the DEPARTMENT.
- The SERVICE PROVIDER shall be responsible to transport the child for all court hearings.
- 3. The SERVICE PROVIDER shall be responsible to transport the child for all family visitations.
- 4. The SERVICE PROVIDER must utilize the Medical Assistance Transportation Program (MATP) when the child qualifies for the services of this program. The DEPARTMENT shall not participate in cost of alternate transportation when The SERVICE PROVIDER fails to utilize MATP services for an eligible client.

#### N. RESPITE PHYSICALS

 Emergency movement of a child to a respite foster home requires a physical, except when the movement to respite home is planned and the respite family is known to the child.

#### P. YOUTH EMPLOYMENT

- 1. The SERVICE PROVIDER must not require a youth in care to work or deny the opportunity for him or her to work outside the caregiver's home except in accordance with the youth's plan.
- 2. The SERVICE PROVIDER shall notify the DEPARTMENT whenever a youth in care becomes employed.
- 3. The SERVICE PROVIDER'S caregiver involves each youth in care, as age and circumstances permit, in routine household maintenance.
  - a. The caregiver ensures that household chores are performed in a reasonable and safe manner.
  - b. A youth in care must not be required to perform household chores in a manner dissimilar to any other youth in the household of similar age or ability.

#### Q. RECREATION

- The SERVICE PROVIDER provides regular opportunity for recreational activities
  that are appropriate to the age and abilities of the child in care, unless there are
  compelling medical reasons not to do so as documented in a written statement by
  a physician.
- 2. The SERVICE PROVIDER encourages the child to participate in school and community activities both individually and with the family.
- 3. The SERVICE PROVIDER encourages and arranges for the child to have contacts and friendships with other children.
- 4. The SERVICE PROVIDER makes available materials and equipment appropriate to the child's age and ability for both active and quiet play.

#### R. RELIGION

- 1. The SERVICE PROVIDER must be willing to accommodate various freedom of religious choices.
  - a. The SERVICE PROVIDER must not require any religious observance or practice of a child in care, except upon the written request of the parent or guardian.
  - b. The SERVICE PROVIDER must make reasonable efforts to provide the opportunity for the child in care to participate in religious observances or practices other than that of the caregiver in accordance with the wishes of the parent or guardian.

c. The SERVICE PROVIDER must notify and receive approval from the Department before any change is made in the religious affiliation of a child in care.

#### S. RUNAWAYS/ABSENTEEISM

#### 1. Definitions:

- a. **RUNAWAY**: When a child voluntarily absents himself/ herself from the supervision of the SERVICE PROVIDER for a period of at least twenty-four (24) hours, he/she is to be considered a runaway.
- b. **ABSENTEE**: When a child is not under the direct supervision of the SERVICE PROVIDER due to the child remaining overnight in a Hospital or Correctional Facility he/she is to be considered an absentee. Notification: It is the responsibility of the SERVICE PROVIDER to notify all appropriate parties, including the DEPARTMENT when a child is a runaway or absentee. The police shall be notified when a child runs away. Oral notification, followed by written notice shall be given to the DEPARTMENT within twenty-four (24) hours of a child's runaway or absenteeism. Oral notification, followed by written notice, shall be given to the DEPARTMENT when the runaway child is found or returned to the SERVICE PROVIDER's physical custody.

It is the responsibility of the SERVICE PROVIDER to follow-up with the Deputy Director of CYF or his/her designee every thirty (30) days after the initial absentee authorization to ensure the vacant placement is still required.

- c. **DISCHARGE: When a child is a runaway or an absentee, the** SERVICE PROVIDER shall continue to provide services to the child and/or family for seven (7) days without approval of the DEPARTMENT. Furthermore, the DEPARTMENT (at any point) may discharge a child from runaway or absentee. At the end of seven (7) days from the initial point the child ran away or became an absentee, the child is to be considered discharged unless the DEPARTMENT makes arrangements to continue the child in care.
- Costs of Transportation: When a runaway child who is still in the care of the SERVICE PROVIDER is found within the county or contiguous counties in which the location of placement is located, the SERVICE PROVIDER is responsible for the transportation in returning a child who has run away.

# T. EXTRAORDINARY EXPENSES

1. The SERVICE PROVIDER shall be reimbursed for the costs of special services only with the prior written approval of the Director and/or the Director's Designee.

In submitting such a request, it is the responsibility of the SERVICE PROVIDER to provide services specified in the Work Statement(s) is not reduced. These special services (not ordinarily covered in the Work Statement[s]) needed by the child will be discussed by the SERVICE PROVIDER and the DEPARTMENT and included in the shelter plan where possible. The DEPARTMENT makes no assurance that the request for financial assistance will be approved.

#### **U. PLACMENT PRESERVATION AND DISCHARGES**

- 1. With the exception of the SERVICE PROVIDER'S who have as part of this AGREEMENT "a no eject/no reject" policy, the following discharge mandates apply:
- In cases where discharge is requested by either party which is not pursuant to the mutually agreed upon service plan or Court Ordered removal, Placement Providers must submit a written request to the caseworker and Contract Monitor requesting placement preservation assistance from CYF, which must include the following:
  - a. The placement preservation request must include documented efforts and interventions completed by the provider to prevent removal of the child from the current placement, and must also include documentation of the challenges that have not yet been resolved.
  - b. Supporting documentation must include: HCSIS reports, internal incident reports, progress notes etc.
  - c. KIDS documentation is to be completed and current to support this documentation.
- In cases when immediate discharge is requested, the SERVICE PROVIDER shall provide all reasonable services to protect the child and assist the DEPARTMENT in the discharge transition.
- 4. When the DEPARTMENT removes a child on an emergency basis from the SERVICE PROVIDER'S care, the DEPARTMENT shall prepare a written statement indicating the reason for the removal, which shall be given to the SERVICE PROVIDER.
- 5. When the SERVICE PROVIDER who does not operate under the "no eject/no reject" mandate requests that the DEPARTMENT remove a child from their program, the SERVICE PROVIDER shall prepare a written statement indicating the reasons for the removal, interventions utilized to stabilize placement and safety plan shall be given to the DEPARTMENT. A copy of the thirty (30) day written request must be submitted to the assigned Contract Monitor.

6. The SERVICE PROVIDER shall submit to the DEPARTMENT a discharge summary within ten (10) days from date of discharge. The Discharge Summary shall have the title "Discharge Summary", shall address the progress achieved in each of the areas addressed in the Shelter and Individual Service Plan and reports, and note the progress or lack thereof that resulted in the discharge. The Discharge Summary shall also include any post-discharge recommendations and services to be carried out by the SERVICE PROVIDER, if applicable. The SERVICE PROVIDER shall return to the DEPARTMENT all original documents such as birth certificates, Social Security Cards, Medical Assistance Cards, Court Orders, and such similar documents of the resident in the possession of the SERVICE PROVIDER within ten (10) working days from date of discharge.

# V. PAYMENTS

- 1. Monthly statements shall include the names of child/children, services provided and/or the number of days of care provided for each, a list of names of all residents who have been away from the SERVICE PROVIDER'S facility for any reason for period of overnight or longer. The list shall indicate the dates the resident has been absent and the name, address, and relationship of the person whom the resident has visited. If absence was a runaway, such should be indicated.
- 2. The DEPARTMENT agrees to make payment(s) for absent days for a resident subject to the provisions of Section R. (1a) of this chapter.

#### W. REQUIRED FORMS

1. When the SERVICE PROVIDER accepts a child for service, the DEPARTMENT COUNTY shall provide the SERVICE PROVIDER with all available information, including but not limited to medical, dental and other health reports and forms, medical/dental consents, a valid Court Order or Entrustment Agreement, information regarding religious affiliation and any other pertinent information prior to or upon the date of admission.

#### X. COOPERATION WITH THE COUNTY

1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings. Should those recommendations differ from the recommendations of the DEPARTMENT, the DEPARTMENT shall convene a Pre-Hearing Conference where the matter shall be resolved.

#### SHELTER FOSTER CARE

#### A. WORK STATEMENT

1. The SERVICE PROVIDER shall perform the out of home service placement as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A".

# **B. EMERGENCY CONTACT**

 The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT and Families in which the Providers are servicing. This service shall be available every day of the year including weekends, holidays, and non-business hours.

#### C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER notifies the DEPARTMENT by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF intake at (412) 473-2000] immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report):
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas
- 2. The SERVICE PROVIDER informs the DEPARTMENT as soon as possible, but not more than three (3) working days following any circumstance listed below:
  - a. Any serious illness or death in the household.

- b. The permanent departure of any member of the household.
- c. Any other circumstance or incident seriously affecting the child or child's care.

#### D. SERVICE PROVISIONS

If the SERVICE PROVIDER operates a shelter Foster Home Program, the agreement shall be as follows:

1. The SERVICE PROVIDER agrees to provide the DEPARTMENT with a current summary of the home-study (including Act 33 and enhanced criminal history clearances) and the most recent update (not more than one year old) regarding the foster home placement within twenty-four (24) hours of placement.

#### Instructions

- a. Enter the name of the Executive Director of the agency.
- b. Enter the name of the agency.
- c. The letter is signed by the Executive director as an acknowledgement and certification that the agency is in compliance with all Allegheny County children, Youth and Families Policies and Procedures, Pennsylvania Department of Public Welfare's 3800 Regulations and Pennsylvania's Act 160.
- d. The Executive Director places the day's date on the letter the day the letter is signed.
- e. If it becomes necessary to move a child on an emergency basis from a shelter foster home serviced by the SERVICE PROVIDER, the SERVICE PROVIDER must notify the DEPARTMENT immediately. (Refer to Section D of this chapter.) If an alternate shelter foster home can be suggested by the SERVICE PROVIDER, the SERVICE PROVIDER must forward a foster home profile of the alternate foster home to the DEPARTMENT. The SERVICE PROVIDER agrees not to place the child in the shelter foster or respite home shall not exceed 7 days per incident) home without the consent of the DEPARTMENT. Respite home placements shall not exceed seven (7) days per incident.
- 2. The SERVICE PROVIDER shall provide the DEPARTMENT'S Contract Monitoring Unit with a monthly report identifying the foster family address, initial foster home certification, and most recent re-certification date for all foster family homes to be utilized under this program. The SERVICE PROVIDER shall notify the DEPARTMENT'S Contract Monitoring Unit when a foster home is placed on provisional status; the foster family's name, address, and a correction plan shall be submitted to the assigned Contract Monitor within five (5) days.
- 3. The SERVICE PROVIDER shall not use multiple contracted foster homes.

- 4. The SERVICE PROVIDER shall allow The DEPARTMENT and their authorized representatives to make on-site visits to all shelter foster homes when previously announced to the SERVICE PROVIDER. The DEPARTMENT reserves the right to make unannounced site visits for monitoring and insure children's safety.
- 5. The SERVICE PROVIDER shall not reimburse the foster parents less than the following:

Level 1 Foster Care - \$21.00per day

Level 2 Foster Care - \$21.60 per day

Level 3 Foster Care - \$22.68 per day

Level 4 Foster Care - \$27.00 per day

And the SERVICE PROVIDER shall include in the Foster Parent's Agreement a schedule of monthly foster parent payments.

- 6. In addition to acquiring Act 33 Clearances, the SERVICE PROVIDER shall submit to the DEPARTMENT'S Criminal Investigation Unit (hereinafter CIU), the names and proper release of information forms for all foster parent applicants who may provide services under this agreement. The DEPARTMENT will conduct a background check on the applicants and provide the information to the SERVICE PROVIDER. Further, SERVICE PROVIDER shall submit to the CIU the names and proper release of information forms for all individuals age 18 and older who become residents of the foster parent household after the initial clearance/approval.
- 7. The SERVICE PROVIDER shall submit to the DEPARTMENT'S Criminal Investigation Unit at the time of their annual re-evaluation, the names and proper release of information forms for all currently approved foster families who may provide services to children under this contract.
- 8. The SERVICE PROVIDER shall place no child in any shelter foster home unless the following requirements are met:
  - a. Completed type-written, narrative home study
  - b. All clearances have been received, ACT 33 and Enhanced Criminal Clearances
  - c. Twenty-four (24) hours of formal pre-service training plus Passive Restraint instruction, First Aid and CPR.
- 9. The SERVICE PROVIDER shall register each shelter foster home with the PENNSYLVANIA Foster Parent Registry within five (5) days of approval.

- 10. The SERVICE PROVIDERS must send the DEPARTMENT Contract Monitoring Unit notification of all foster parent pre-services training schedules, and schedules of all ongoing Foster Parent Training.
- 11. Prior to certifying any foster home, SERVICE PROVIDER must ensure all children 18 years of age or older who reside in the foster home 30 or more days per year have an FBI background check. This provision applies to all youth.
  - a. Foster homes certified must obtain FBI background checks for children 18 years of age or older (except foster children) who reside in the home 30 or more days per year at their recertification.
  - b. Children age 18 years or older in a foster home (except foster children) must have Act 33/34 clearances at initial and recertification.

#### **E. RESPITE PHYSICALS**

1. Emergency movement of a child to a respite foster home requires a physical, except when the movement to respite home is planned and the respite family is known to the child.

# F. ADMINISTRATIVE FOSTER CARE SHELTER

Definition: Emergency Foster Care Placement (Short Stayers) services occurs when:

- 1. Children, Youth and Families makes an initial placement of a child in your foster care program (i.e., not a transfer where a child was already placed with someone else).
- 2. The length of stay with your agency is 29 days or fewer and the child leaves that short stay to:
  - a. Reunification or,
  - b. Kinship placement.
- 3. Care days associated with children who are staying for a short time at Provider A and then transfer to Provider B would not be reimbursed at the higher rates.
- 4. The SERVICE PROVIDER shall be responsible to work towards and facilitate family reunification and/or kinship services for all children in shelter placement.
- 5. The DEPARTMENT will administer an additional 30% to the current PAT rate for costs associated with Short Stayers. The DEPARTMENT shall pay your claim for Short Stayers will be a retro-active analysis of the prior month's activity provided via the KIDS system. Paid quarterly in accordance with the current system used to reimburse for concrete goods/administrative shelter.

# **CHAPTER 4: OUT OF HOME PLACEMENT SERVICES**

All out of home placements must meet these requirements unless otherwise stated in the Purchase Service Agreement

#### **COOPERATION WITH THE DEPARTMENT**

The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings so that the DEPARMENT is aware that the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.

#### A. WORK STATEMENT

 The SERVICE PROVIDER shall perform the out of home placement service as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A"

#### **B. EMERGENCY CONTACT**

 The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT and Families in which the SERVICE PROVIDER is servicing. This service shall be available every day of the year including weekends, holidays, and non-business hours.

#### C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- 1. The SERVICE PROVIDER will notify the Department by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF Night Intake at (412) 473-2000, nights and weekends], immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report:
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - c. Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.

- f. Any fire or other emergency requiring overnight evacuation of the premises.
- g. Any exclusion of a child in care from school or involvement with police.
- h. Any pending criminal charges or arrests of the caregiver and/or any household member.
- i. Lawsuits vs the SERVICE PROVIDER
- j. Lawsuits vs Youth and Subpoenas
- 2. The SERVICE PROVIDER informs the DEPARTMENT as soon as possible, but not more than three (3) working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.
  - c. Any other circumstance or incident seriously affecting the child or child's care.

# D. CHILD ADOLESCENT NEEDS AND STRENGTH (CANS) PLACEMENT PROVIDERS

1. All DEPARTMENT contracted shelter, group home, kinship and foster care providers will be required to have trained and certified staff to administer the Child Adolescent Needs and Strength (CANS) assessment tool (and/or a related version). This tool will be administered via the KIDS application within 30 days upon the youth's entry. When a CANS does not currently exist via a system partner at 6 month increments; and as needed as long as the youth remains in the program. CANS reports are intended to serve as communications tool and support integrated planning. Results will be completed and shared with family and appropriate DHS system partners. The CANS is to be completed prior to the Individual Service Plan (ISP) as the CANS should feed the ISP.

#### E. REFERRAL AND PRE-SERVICE INFORMATION

1. Except in cases of Shelter or Emergency Placement, in order to determine acceptability for placement service(s), the DEPARTMENT shall provide the SERVICE PROVIDER current and historical family information including current and historical medical information. Related school information, a signed psychological evaluation, a signed psychiatric evaluation, a current physical examination, and reports from prior service providers will be forwarded if applicable and available. The DEPARTMENT shall develop the Family Plan, which shall include goals for each child's/family's services, anticipated length of service, anticipated post-service plan, and the treatment objectives of family involvement. The SERVICE PROVIDER shall be invited to attend and participate in the development of the Family Plan, Family Plan Reviews, and Conferencing and Teaming Meetings, and shall receive a written notice with a minimum of ten (10)

- days advance notice of such meetings. (For conferencing and teaming the Department doesn't always give ten (10) days advance notice)
- 2. The SERVICE PROVIDER agrees to respond in KIDS to the referral within five (5) days.
- 3. When the SERVICE PROVIDER indicates a willingness to consider the child/family for service(s) in KIDS the DEPARTMENT shall cooperate with the SERVICE PROVIDER in arranging a pre-service visit and/or conference or teaming meeting. The participants may include, but not be limited to, the child, parents or guardian, the DEPARTMENT, and Caseworker/Probation Officer.
- 4. When the DEPARTMENT receives official notice of acceptance from the SERVICE PROVIDER via KIDS the DEPARTMENT shall provide the SERVICE PROVIDER with all pertinent information prior to or upon commencement of service(s); unless otherwise agreed upon by both the SERVICE PROVIDER and the DEPARTMENT or the supervisor notifies the SERVICE PROVIDER of the unavailability of the information. Required documents for out-of-home placement services for children will be provided by OCYF staff if applicable for the selected SERVICE PROVIDER.
- 5. All adoption/foster care agencies that contract with Allegheny County Children, Youth and Families must be in full compliance with Pennsylvania's Act 160. Pennsylvania's Act 160 must be completed during each re-certification for adoption/foster families.
- 6. A Home Study Certification Letter is to be completed and submitted with every adoption Home Study submitted to the DEPARTMENT (See Sample Form in Appendix C.)

# Instructions

- Enter the name of the Executive Director of the SERVICE PROVIDER.
- b. Enter the name of the SERVICE PROVIDER.
- c. The letter is signed by the Executive Director as an acknowledgment and certification that the agency is in compliance with all of the DEPARTMENT'S Policies and Procedures, Pennsylvania Department of Public Welfare's 3800 Regulations and Pennsylvania's Act 160.
- d. The Executive Director dates the letter with the date the letter is signed.

#### F. CASEWORK MANAGEMENT - CASEWORK/TREATMENT SERVICES

- 1. The legal responsibility for case(s) rests with the DEPARTMENT.
- 2. The responsibility for child/family casework management rests with the DEPARTMENT COUNTY and/or delegated SERVICE PROVIDER.

- The principal responsibility for casework/treatment services to the resident shall rest with the SERVICE PROVIDER according to the Child's Individual Service Plan.
- 4. Residential Providers must maintain centrally located documentation regarding:
  - a. Each referral that the provider receives from a county agency (CYF or JPO). The provider must maintain the following information: the date of receipt of referral; the requesting county and agency (CYF or JPO); the name, age and race of the child; presenting primary problem; and whether the child was accepted or rejected for admission to the program and the reason.
  - b. Each child that is discharged from their residential programs. The SERVICE PROVIDER must maintain the following information: the date of the discharge from the residential program; the county and agency (CYF or JPO) that placed the child at the program; the name, age and race of the child; and the reason that the child was discharged from the residential program (including the successful progress of original presenting problem; AWOL; negative discharge; etc.)
  - c. All arrests by law enforcement regarding children and youth being served by the provider. The provider must maintain the following information: the date, the county and agency (CYF or JPO) that placed the child at the program, the name; age and race of the child; and reason for arrest by the law enforcement agency.
  - d. All restraints of children/youth served. The SERVICE PROVIDER must maintain the following information: the date; the county and agency (CYF or JPO) that placed the child at the program, the name, age and race of the child; reason for restraint; intervention attempted by staff prior to restraint; date and time the restraint occurred; type of restraint used; name of employee(s) who performed the restraint; duration of restraint; name of employee(s) who observed the child; and the result of restraint (i.e. injuries incurred by, hospitalization, etc...).

#### **PROVISION OF SERVICES**

# A. INDIVIDUAL SERVICE PLANNING AND SERVICES

 The SERVICE PROVIDER shall complete an Individual Service Plan (ISP) in KIDS, which includes the goal(s) and objectives for the child/family while in the SERVICE PROVIDER'S program and meets all other requirements set forth by DPW Regulations. The ISP shall be completed within thirty (30) days of placement in KIDS.

- a. The SERVICE PROVIDER shall contact the DEPARTMENT's caseworker to schedule a conferencing and teaming meeting or asked to attend of the next teaming meeting if before the 30 days of placement. The writing of the ISP shall be incorporated into the Department's teaming meeting, contract monitor, parent(s), guardian, or custodian, family's requested supports, and other appropriate professionals shall participate in the development of the ISP. The expectation is that the ISP will decrease the number of service planning meeting and use the team approach to strengthen the youth and family.
- b. The SERVICE PROVIDER shall invite the DEPARTMENT Caseworker/Probation Officer, Contract Monitor, parent(s), guardian, or custodian and other appropriate professionals to participate in the development of the ISP and ISP review (ISP-R). The invitation shall be in writing and provided at least ten (10) days in advance of said meeting. The ISP/ISP-R shall include goals, objectives and strategies in the following life domain areas:
  - i Family/Legal Guardian including the Visitation Plan
  - ii Physical Environment/Structure
  - iii Cultural Practices and Traditions
  - iv Leisure/Recreation
  - v Peer Group/Social Skills
  - vi Legal (including restitution and community service where applicable)
  - vii Educational/Vocational
  - viii Independent Living for all children age sixteen or older
  - ix Psychological/Psychiatric
  - x Medical/Dental
  - xi Referral and Consultation (if applicable)
  - xii Behavioral
- 2. Goals, objectives and strategies shall be specific to the child and their family and shall be relevant to the reason for referral, assessment information and to the discharge goal/permanency plan. The child's and family's skill level in each area should be noted as per DPW Regulations. The ISP shall address: success criteria, duration of services, and person(s) responsible for assuring completion of the goals and objectives. The ISP shall include in the provisions of services parent involvement as determined by the DEPARTMENT's Family Plan. The ISP shall have the title "Individual Service Plan". The first page of the ISP shall indicate the name of the SERVICE PROVIDER and the specific program offered by the

- SERVICE PROVIDER; the child's name, KIDS case number, parent's name and address, the discharge goal of the child from the program and the permanency goal identified by the DEPARTMENT.
- The SERVICE PROVIDER will request from the DEPARTMENT a copy of the child's/children Birth Certificate and Social Security Card and document such request for review. The SERVICE PROVIDER will complete an application from vital records for a Birth Certificate.
- 4. If the Child is of working age and has a birth certificate but needs their social security card the SERVICE PROVIDER will take the child to the nearest social security administration office to apply for their original social security card.
- 5. The DEPARTMENT shall provide a risk assessment during initial placement; thus, the SERVICE PROVIDER must conduct face-to-face contact according to DPW #3490.61. High-risk children shall be seen by the SERVICE PROVIDER within 24 hours at their new residence to assess their level of safety. Children who are at high risk of abuse or neglect shall be seen no less than once a week, or as determined by the DEPARTMENT, to assure safety of the child and that the level of services provided to the children and families are consistent with the level of risk to the child. The SERVICE PROVIDER shall complete an assessment and document in KIDS within 24 hours of their assessment. If the SERVICE PROVIDER does not have access to the child in KIDS at the time of the twenty (24) hour assessment, the SERVICE PROVIDER will complete an assessment outside of KIDS and fax it to the DEPARTMENT within 24 hours of the assessment. Once access to the child in KIDS is given to the SERVICE PROVIDER, the SERVICE PROVIDER will document assessments in KIDS.
- The SERVICE PROVIDER shall conduct face to face contact with the child in their residence within 24 hours of placement and no less than once every fifteen (15) days thereafter.
- 7. The SERVICE PROVIDER shall conduct a safety assessment at each contact visit and must document the safety assessment in KIDS within 24 hours of the assessment. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the child is at imminent risk.
- 8. The SERVICE PROVIDER shall complete a monthly progress report to the DEPARTMENT in KIDS for each child served under this agreement. The report must be titled "Monthly Report" and address the progress towards each domain area addressed in the ISP/ISP-R and for each goal and objective. The report shall also indicate any new goals, objectives, or strategies if necessitated by the child or family's progress or lack thereof as discussed in Teaming meetings.

- 9. The section of the report titled Family/Legal shall provide documentation of visits between children in placement and their parents/guardians including dates, location, and participants of the visits. The section titled Education and Medical/Dental shall be reported on the DEPARTMENT's "Health and Education Summary".
- 10. The first Monthly Report shall be completed in KIDS 30 days after the ISP then monthly then completed every 30 days, thereafter in KIDS. The exception is when the six (6) month ISP(R) is due.
- 11. The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access telephone numbers to the DEPARTMENT. This service shall be available every day of the year including weekends, holidays, and non-business hours.
- 12. If the SERVICE PROVIDER operates a supervised independent living program, the SERVICE PROVIDER shall link the youth to the Family Support Centers and the Allegheny County Department of Employment and Training, Regional Support Centers and submit documentation to the DEPARTMENT.

### **B. SCHOOL ENROLLMENT**

1. The SERVICE PROVIDER shall be responsible for enrolling the resident in the appropriate education program.

#### C. CLOTHING

- 1. The DEPARTMENT shall be responsible for assuring the availability of the initial basic clothing for the child when placement occurs. If the child does not have a basic wardrobe at the time of placement, the SERVICE PROVIDER, with written authorization from the DEPARTMENT, may purchase such initial clothing, at the DEPARTMENT'S expense. The SERVICE PROVIDER shall invoice the DEPARTMENT within sixty (60) days of placement or the actual cost of the required initial clothing, not to exceed a dollar amount established by the DEPARTMENT. This invoice must include actual receipts for clothing purchased. If this invoice is not received within sixty (60) days, the DEPARTMENT may refuse payment beyond this date.
- 2. It is the responsibility of the SERVICE PROVIDER to maintain appropriate clothing for the child during the time of placement and to insure that the child has available at the time of discharge the equivalency in clothing as the initial clothing provided by the DEPARTMENT. The SERVICE PROVIDER shall provide the DEPARTMENT with a written clothing inventory at the time of admission and discharge.
- 3. If, for some reason, the child's clothing does not leave the SERVICE PROVIDER with the child at the point of discharge, it shall be the joint responsibility of the

DEPARTMENT and the SERVICE PROVIDER to make arrangements for returning the child's clothing within ten (10) working days. During that period, the SERVICE PROVIDER is responsible for insuring the availability of such clothing to the DEPARTMENT.

4. Failure to provide such within ten (10) working days of a resident's discharge shall result in a payment reduction decision commensurate with replacement costs up to the sum of the initial clothing allotment.

### D. PERSONAL HYGIENE

The SERVICE PROVIDER agrees as a condition of this AGREEMENT that the health, safety, social, and emotional well-being of each child/family will, at all times, be reasonably protected and that services will be provided in surroundings and under conditions as stipulated by DPW regulations when applicable. The DEPARTMENT as part of this provision requires the SERVICE PROVIDER assure the basic personal hygiene and grooming of the children/youth in placement and that they be adequately and appropriately addressed. The SERVICE PROVIDER shall assure the availability and use of age and ethnically appropriate:

- The SERVICE PROVIDER shall deliver training to the child, appropriate to the child's age and developmental level, in order to establish habits of physical cleanliness, good grooming and personal hygiene. The caregiver ensures that each child has the necessary articles for his or her own use to maintain personal hygiene.
- 2. The SERVICE PROVIDER'S caregiver is expected to obtain information on how to properly care for the hair and skin of a child in care.

You are Beautiful is a booklet that provides information on how to properly care for African-American and Multi-Racial children's hair and skin. It is not meant to be used as a medical substitute. Please find below the Hair/Skin Care brochure at this link:

https://simplebooklet.com/publish.php?wpKey=8u0i948EGhELPRB4GZKNuN&source

- 3. The SERVICE PROVIDER shall assure the availability and use of age and ethnically appropriate hygiene care:
  - a. Soap
  - b. Deodorant
  - c. Creams or Lotions
  - d. Shampoo and conditioner

- e. Other basic and ethnically necessary hair styling products (i.e. comb/brush relaxer, etc.)
- f. Haircuts and/or grooming services on a regular and as needed basis by a licensed barber or cosmetologist either at the provider's facility or at a retail shop
- g. Toothpaste and brushes
- h. Shaving products
- i. Manicure supplies
- j. Any other sundries necessary for the health and wellbeing of the child

The cost of these supplies and services shall be included in the DEPARTMENT's per diem payment to the SERVICE PROVIDER. The DEPARTMENT will monitor the provider's compliance with this provision.

#### E. MEDICAL/DENTAL CARE

- 1. The SERVICE PROVIDER shall partner with the DEPARTMENT to obtain information necessary to determine the child's health care coverage. The SERVICE PROVIDER shall obtain access to the eligibility verification system (EVS). The SERVICE PROVIDER shall use the EVS as necessary to obtain initial information about the child's health care coverage. It is the responsibility of the DEPARTMENT to enroll the child in a health care plan and to furnish to the SERVICE PROVIDER the appropriate evidence of third party medical insurance coverage. The SERVICE PROVIDER shall complete and submit the Managed Care form within five (5) days to the DEPARTMENT'S Managed Care Unit.
- 2. The DEPARTMENT shall be responsible for the payment of medical and dental care not otherwise paid by Medical Assistance or other third party medical insurance coverage. All necessary medical and dental care costs not covered by Medical Assistance, or other third party policy, or otherwise made available shall require prior DEPARTMENT approval. The SERVICE PROVIDER shall submit a written estimate for any uninsured medical and dental expense to the DEPARTMENT, which includes justification for the proposed expenditure. Unless the DEPARTMENT objects to the expense within ten (10) working days of the receipt of the estimate, the DEPARTMENT shall assume responsibility for payment.
- 3. In an emergency situation, the above language requiring prior approval shall not apply; however, the SERVICE PROVIDER shall bring the information regarding the emergency event to the attention of the DEPARTMENT as soon as the circumstances practically permit.

- 4. In cases where it is mutually agreed that a psychological and/or psychiatric evaluation is needed and the SERVICE PROVIDER does not offer this service as part of this AGREEMENT, the SERVICE PROVIDER shall access services through the Early Periodic Screening, Diagnosis and Treatment Program (hereinafter referred to as EPSDT) for those children who are eligible. For children not eligible under EPSDT, the COUNTY shall be responsible for payment of such evaluation with its prior written approval.
- 5. The SERVICE PROVIDER shall appoint a health care liaison. That individual shall serve as the single point of contact for the DEPARTMENT for all physical and behavioral related matters.

#### F. VISITING PLANS

- Visiting plans including location and frequency shall be approved by the DEPARTMENT in accordance with the Family Plan and the child's Individual Service Plan. The SERVICE PROVIDER shall notify Allegheny County's Office of Children, Youth and Families, through the caseworker of record, both verbally and in writing, when a visit between a child in shelter placement and his parent/guardian is missed.
- Under no circumstances may the SERVICE PROVIDER use visits as a reward or withhold visits as punishment throughout the child's shelter placement. Under no circumstances shall visits be withheld from the resident during the initial assessment period.
- 3. The SERVICE PROVIDER shall be responsible to transport the child for all family visitations.
- 4. The SERVICE PROVIDER shall be responsible to supervise all visitations occurring in Allegheny County or at the SERVICE PROVIDER'S facility between the parents and the child when supervision by the SERVICE PROVIDER is specified in the Family Plan or when the visitation is specified in a court order.
- 5. If the SERVICE PROVIDER utilizes a respite resource, a written summary of the home study (including Act 33, and enhanced criminal history clearances) shall be provided to the DEPARTMENT prior to utilization of the resource; the most recent update regarding the respite resource shall be made available to the DEPARTMENT prior to the child's visit. All such visits will be subject to the approval of the DEPARTMENT.

#### G. TRANSPORTATION

 The SERVICE PROVIDER shall be responsible to provide all daily transportation needs for youth in placement. The SERVICE PROVIDER shall be responsible for all transportation costs incurred by the SERVICE PROVIDER in fulfilling the terms of this contract, except those associated with a runaway, which costs are more fully defined in Section K of this chapter. In the event that any transportation costs are deemed by the SERVICE PROVIDER to be extraordinary, such costs shall be subject to negotiation on a case-by-case basis between the SERVICE PROVIDER and the DEPARTMENT.

- 2. The SERVICE PROVIDER shall be responsible to transport the youth for all court hearings and family visits. For all trips missed by the provider (court, therapist, psychologist, doctor, dentist, family visit, or any other trip having to do with the activities of daily living and placement) the DEPARTMENT will deduct the cost of the alternative transportation provided by the DEPARTMENT or a transportation/supervision provider, plus all administrative costs associated with that specific trip or trip for that month from the PROVIDER'S invoice as soon as practicality allows. The only exception to this will be a waiver signed by CYF Deputy Director of the DEPARTMENT, or his designee for a specific trip or trips.
- 3. The SERVICE PROVIDER must utilize the Medical Assistance Transportation Program (MATP) when the youth qualifies for the services of this program. The DEPARTMENT shall not participate in cost of alternate transportation when Service Provider fails to utilize MATP services for an eligible client.

### H. RESPITE PHYSICALS

1. Emergency movement of a child to a respite foster home requires a physical, except when the movement to respite home is planned and the respite family is known to the child.

#### I. YOUTH EMPLOYMENT

- 1. Caregiver must not require a youth in care to work or deny the opportunity for him or her to work outside the caregiver's home except in accordance with the youth's service plan.
- 2. Caregiver notifies the Department whenever a youth in care becomes employed.

### J. RECREATION

- The SERVICE PROVIDER provides regular opportunity for recreational activities that are appropriate to the age and abilities of the child in care, unless there is compelling medical reason not to do so as documented in a written statement by a physician.
- 2. The SERVICE PROVIDER encourages the child to participate in school and community activities both individually and with the family.
- 3. The SERVICE PROVIDER encourages and arranges for the child to have contacts and friendships with other children.

4. The SERVICE PROVIDER makes available materials and equipment appropriate to the child's age and ability for both active and guiet play.

#### K. RELIGION

The SERVICE PROVIDER must be willing to accommodate various freedom of religious choices.

- 1. The SERVICE PROVIDER must not require any religious observance or practice of a child in care, except upon the written request of the parent or guardian.
- The SERVICE PROVIDER must make reasonable efforts to provide the opportunity for the child in care to participate in religious observances or practices other than that of the caregiver in accordance with the wishes of the parent or guardian.
- 3. The SERVICE PROVIDER must notify and receive approval from the DEPARTMENT before any change is made in the religious affiliation of a child in care.

#### L. INDEPENDENT LIVING:

- 1. All youth over 16 years in kinship care homes are required to have a Transitional Living Plan. This plan is more detailed than an ISP plan and includes:
  - a. Drivers education opportunities/ drivers' license application
  - b. Birth Certificate
  - c. Social Security Card
  - d. Home management skills, i.e. cooking, sewing, other identified interests
  - e. Business plans
  - f. Secondary educational plans, financial aid
  - g. Vocational/employment opportunities
  - h. Life skills/social functioning

#### M. TECHNOLOGY

 Youth need access to technology to succeed in school, connect with their communities, learn critical job skills and apply for services, programs and jobs. Therefore, the SERVICE PROVIDER shall make sure all children have access to a computer and the youth's personal cell phone, on an as needed basis. when age and developmentally appropriate.

#### N. RUNAWAYS/ABSENTEEISM

#### 1. Definitions:

- a. **RUNAWAY**: When a child voluntarily absents himself/ herself from the supervision of the SERVICE PROVIDER for a period of at least twenty-four (24) hours, he/she is to be considered a runaway.
- b. ABSENTEE: When a child is not under the direct supervision of the SERVICE PROVIDER due to the child remaining overnight in a Hospital or Correctional Facility he/she is to be considered an absentee. Notification: It is the responsibility of the SERVICE PROVIDER to notify all appropriate parties, including the DEPARTMENT when a child is a runaway or absentee. The police shall be notified when a child runs away. Oral notification followed by written notice shall be given to the DEPARTMENT within twenty-four hours of a child's runaway or absenteeism. Oral notification, followed by written notice, shall be given to the DEPARTMENT when the runaway child is found or returned to the SERVICE PROVIDER's physical custody.

It is the responsibility of the SERVICE PROVIDER to follow-up with the Deputy Director of CYF or his/her designee every thirty (30) days after the initial absentee authorization to ensure the vacant placement is still required.

- c. **DISCHARGE**: When a child is a runaway or an absentee, the SERVICE PROVIDER shall continue to provide services to the child and/or family for seven (7) days without approval of the DEPARTMENT. Furthermore, the DEPARTMENT at any point may discharge a child from runaway or absentee. At the end of seven (7) days from the initial point the child ran away or became an absentee, the child is to be considered discharged unless the DEPARTMENT makes arrangements to continue the child in care.
- Costs of Transportation: When a runaway child who is still in the care of the SERVICE PROVIDER is found within the county or contiguous counties in which the location of placement is located, the SERVICE PROVIDER is responsible for the transportation in returning a child who has run away.

#### O. PLACEMENT PRESERVATION AND DISCHARGES

1. In cases where a discharge is requested by either party which is not pursuant to the mutually agreed upon service plan or Court Ordered removal, the DEPARTMENT has adopted a new policy, which went into effect on July 1, 2014. This will replace the previous 30-Day Discharge policy in an effort to maintain stability in the lives of our youth in care. In line with the DEPARTMENT's new model of Conferencing and Teaming, the Placement Preservation provision, stipulates that the SERVICE PROVIDERS must submit a written request to the Caseworker and Contract Monitor requesting placement preservation assistance from CYF, which **must** include the following:

- a. The placement preservation request must include documented efforts and interventions completed by the provider to prevent removal of the youth from the current placement, and must also include documentation of the challenges that have not yet been resolved.
- b. Supporting documentation must include: HCSIS reports, internal incident reports, progress notes etc.
- c. KIDS documentation is to be completed and current to support this documentation.

The DEPARTMENT will convene a Conferencing and Teaming Meeting, within five (5) days receipt of the written Request for Assistance with Placement Preservation letter, to further develop a plan to abate the removal. The SERVICE PROVIDER, including the foster parent or group home manager must be present for this Conferencing and Teaming Meeting. The birth parent and his/her supports must also be invited. Youth aged 14 and older must also attend. The meeting will not be held unless at least the CYF Worker, the SERVICE PROVIDER, foster parent/group home manager, and youth aged 14+ are present.

- 2. A Placement Preservation meeting is required except in cases of emergency. An emergency is defined as when the youth cannot be safely maintained in the current level of restrictiveness. In such cases when immediate discharge is requested, the SERVICE PROVIDER shall provide all reasonable services to protect the youth and help the DEPARTMENT in the discharge transition.
- 3. When the DEPARTMENT removes a youth from the SERVICE PROVIDER's care, the DEPARTMENT shall prepare a written statement indicating the reason for the removal, which shall be given to the SERVICE PROVIDER.
- 4. The SERVICE PROVIDER shall submit to the DEPARTMENT a discharge summary within fifteen (15) days from date of discharge. The Discharge Summary shall have the title "Discharge Summary" and shall address the progress achieved in each of the areas addressed in the Individual Service Plan and Quarterly Reports and note the progress or lack thereof that resulted in the discharge. The Discharge Summary shall also include any post-discharge recommendations and services to be carried out by the SERVICE PROVIDER, if applicable. The SERVICE PROVIDER shall return to the DEPARTMENT all original documents such as birth certificates, Social Security Cards, Medical Assistance Cards, Court Orders, and such similar documents of the youth in the possession of the SERVICE PROVIDER within fifteen (15) working days from date of discharge.

#### P. EXTRAORDINARY EXPENSES

1. The SERVICE PROVIDER shall be reimbursed for the cost of special services only with the prior written approval of the DEPARTMENT's Director and/or the Director's Designee. In submitting such a request, it is the responsibility of the SERVICE PROVIDER to provide services specified in the work statement. These special services (not ordinarily covered in the work statement) needed by the youth will be discussed by the SERVICE PROVIDER, the DEPARTMENT and included in the Individual Service Plan when possible. The DEPARTMENT makes no assurance that the request for financial assistance will be approved.

### Q. PAYMENTS

1. Monthly KIDS will include the names of all youth serviced; the SERVICE PROVIDER will provide the following: number of days of care provided for each, a list of names of all residents who have been away from the SERVICE PROVIDER's facility for any reason for period of overnight or longer. The SERVICE PROVIDER shall review the monthly mock invoice sent by the DEPARTMENT to reconcile, if necessary. The DEPARTMENT agrees to make payment(s) for absent days for a resident as further defined in Section N (a) of this chapter.

### R. REQUIRED FORMS

1. When the SERVICE PROVIDER accepts a youth for service, the DEPARTMENT shall provide the SERVICE PROVIDER with all medical, dental and other health reports and forms, medical/dental consents, a valid Court Order or Entrustment Agreement, information regarding religious affiliation and any other pertinent information prior to or upon the date of admission.

# S. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained

on sexual orientation, gender identity and expression within 6 months of employment.

# T. YOUTH ADVISORY BOARD

1. The SERVICE PROVIDER shall develop, implement and maintain a Youth Advisory Board consisting of current and if possible previously involved youth.

#### REGULAR FOSTER HOME PLACEMENTS

#### A. WORK STATEMENT

The SERVICE PROVIDER shall perform the out of home service as outlined in the Work statement(s) attached to the agreement and incorporated as "Exhibit A".

### **B. EMERGENCY CONTACT**

The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT and Families in which the SERVICE PROVIDERS are servicing. This service shall be available every day of the year including weekends, holidays, and non-business hours.

# C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER notifies the DEPARTMENT by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF intake at (412)473-2000] immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report):
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas
- 2. The SERVICE PROVIDER informs the DEPARTMENT as soon as possible, but not more than three working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.

c. Any other circumstance or incident seriously affecting the child or child's care.

#### D. PROVISION OF SERVICES

- The SERVICE PROVIDER will request from the DEPARTMENT a copy of the child/children's Birth Certificate and Social Security Card and document such request for review. The SERVICE PROVIDER will complete an application from Vital Records for a Birth Certificate.
- 2. If the child is of working age and has a birth certificate but needs their social security card the SERVICE PROVIDER will take the child to the nearest social security administration office to apply for their original social security card.
- 3. The DEPARTMENT shall provide a risk assessment during the initial placement; thus, the SERVICE PROVIDER must conduct face-to-face contact according to DPW #3490.61. High-risk children shall be seen by the SERVICE PROVIDER within 24 hours at their new residence to assess their level of safety. Children who are at high risk of abuse or neglect shall be seen no less than once a week, or as determined by the DEPARTMENT, to assure safety of the child and that the level of services provided to the children and families are consistent with the level of risk to the child. The SERVICE PROVIDER shall complete an assessment and document in KIDS within 24 hours of their assessment. If the SERVICE PROVIDER does not have access to the child in KIDS at the time of the 24-hour assessment, the SERVICE PROVIDER will complete an assessment outside of KIDS and fax it to the DEPARTMENT within 24 hours of the assessment. Once access to the child in KIDS is given to the SERVICE PROVIDER, the SERVICE PROVIDER will document the assessments in KIDS.
- 4. The SERVICE PROVIDER shall conduct face to face contact with the child in their residence within 24 hours of placement and no less than once every fifteen (15) days thereafter.
- 5. The SERVICE PROVIDER shall conduct a safety assessment at each contact visit and must document the safety assessment in KIDS within 24 hours of the assessment. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the child is at imminent risk.
- 6. The SERVICE PROVIDER shall complete a monthly progress report to the DEPARTMENT in KIDS for each child served under this agreement. The report must be titled "Monthly Report" and address the progress towards each domain area addressed in the ISP/ISP-R and for each goal and objective. The report shall also indicate any new goals, objectives, or strategies if necessitated by the child or family's progress or lack thereof as discussed in Teaming meetings.

- 7. The section of the report titled Family/Legal shall provide documentation of visits between children in placement and their parents/guardians including dates, location, and participants of the visits. The section titled Education and Medical/Dental shall be reported on the DEPARTMENT's "Health and Education Summary".
- 8. The first Monthly Report shall be completed in KIDS monthly from the date of the ISP then every month thereafter in KIDS. With the exception when the ISPR is completed.
- 9. The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access telephone numbers to the DEPARTMENT. This service shall be available every day of the year including weekends, holidays, and non-business hours.
- 10. If the SERVICE PROVIDER operates a supervised independent living program, the SERVICE PROVIDER shall link the youth to the Family Support Centers and the Allegheny County Department of Employment and Training, Regional Support Centers and submit documentation to the DEPARTMENT.

## E. FOSTER CARE CERTIFICATION AND PLACEMENT

If the SERVICE PROVIDER operates a Regular Foster Home Program, the SERVICE PROVIDER shall assess the youth to determine the service provisions within 24 hours of admission into Regular foster care. The SERVICE PROVIDER shall document in KIDS the following:

If the SERVICE PROVIDER operates a Foster Home Program, the agreement shall be as follows:

- 1. The SERVICE PROVIDER agrees to provide the DEPARTMENT with a current home-study (including Act 33 and enhanced criminal history clearances) and the most recent update (not more than one year old) regarding the foster home suggested for placement of a youth and agrees to await the DEPARTMENT's approval of the home prior to any visit for the youth to the suggested home.
  - A Home Study Certification Letter is to be completed and included with every Home Study submitted to Allegheny County Children, Youth and Families. See Sample Form in Appendix C. Instructions:
  - a. Enter the name of the Executive Director of the SERVICE PROVIDER.
  - b. Enter the name of the SERVICE PROVIDER.
  - c. The letter is signed by the Executive Director as an acknowledgment and certification that the agency is in compliance with all of the DEPARTMENTS Policies and Procedures, the Pennsylvania Department of Public Welfare's 3800 Regulations and Pennsylvania's Act 160.

- d. The Executive Director dates the letter the day the letter is signed.
- 2. If it becomes necessary to move a youth on an emergency basis from a foster home serviced by the SERVICE PROVIDER, the SERVICE PROVIDER must notify the DEPARTMENT immediately. If an alternate foster home or respite home can be suggested by the SERVICE PROVIDER, the SERVICE PROVIDER must forward a summary of the current home study (including Act 33) of the alternate foster or respite home to the DEPARTMENT. The SERVICE PROVIDER agrees not to place the youth in the alternate foster or respite home without the consent of the DEPARTMENT (respite foster home placements shall not exceed 7 days per incident).
- 3. The SERVICE PROVIDER shall notify the DEPARTMENT via the contract-monitoring unit, when a foster home is placed on provisional status. The SERVICE PROVIDER shall provide the agency with the foster family's name, address, and a correction plan to bring the home into compliance within 5 days.
- 4. The SERVICE PROVIDER shall not use multiple contracted foster homes.
- The SERVICE PROVIDER shall allow the DEPARTMENT and their authorized representatives to make on-site visits to all foster homes. The DEPARTMENT will make unannounced site visits for monitoring and insuring YOUTH's safety.
- 6. The SERVICE PROVIDER must maintain signed encounter forms for each contact/safety assessment visit with the foster family. The signed encounter form will be kept in the youth and/or foster parent record for review.
- 7. The SERVICE PROVIDER shall not reimburse the foster parents less than the following:

Level 1 Foster Care - \$21.00 per day

Level 2 Foster Care - \$21.60 per day

Level 3 Foster Care - \$22.68 per day

Level 4 Foster Care - \$27.00 per day

- 8. The SERVICE PROVIDER shall include in the Foster Parent's Agreement a schedule of monthly foster parent payments.
- 9. In addition to acquiring Act 33 Clearances, the SERVICE PROVIDER shall submit to the DEPARTMENT's Criminal Investigation Unit, the names and proper release of information forms for all foster parent applicants who may provide services under this agreement. The DEPARTMENT will conduct a background check on the applicants and provide the information to the SERVICE PROVIDER. The SERVICE PROVIDER shall submit to the DEPARTMENT's Criminal Investigation Unit (hereinafter CIU) at the time of their annual reevaluation, the names and

proper release of information forms for all currently approved foster families who may provide services to YOUTH under this contract. Further, the SERVICE PROVIDER shall submit to the CIU the names and proper release of information forms for all individuals age 18 and older who become residents of the foster parent's household after the initial clearance/approval.

- 10. Prior to certifying any foster home, the SERVICE PROVIDER must ensure that all YOUTH 18 years of age or older who reside in the foster home for 30 days or more per year have an FBI background check. This provision applies to all youth.
  - a. Foster homes certified must obtain FBI background checks for youth 18 years of age or older (except foster youth) who reside in the home 30 or more days per year at their recertification. \
  - b. Youth age 18 years or older in a foster home (except foster youth) must have Act 33/34 clearances at initial and recertification.
- 11. The SERVICE PROVIDER shall not place youth in any foster home unless the following requirements are met:
  - a. Completed type-written, narrative home study
  - b. All clearances have been received, ACT 33 and enhanced Criminal Clearances
  - c. Twenty-four (24) hours of formal pre-service training plus First Aid and CPR. See Training Standards,
  - d. The SERVICE PROVIDER shall register each foster home with the PENNSYLVANIA Foster Parent Registry within 5 days of approval.
  - e. The SERVICE PROVIDER must send the DEPARTMENT Contract Monitoring department, notification of all foster parent pre-services training schedules, and schedules of all ongoing Foster Parent Training.

#### F. INDIVIDUAL SERVICE PLANNING AND SERVICES

- The SERVICE PROVIDER shall complete an Individual Service Plan (ISP) in KIDS, which includes the goal(s) and objectives for the child/family while in the SERVICE PROVIDER'S program and meets all other requirements set forth by DPW Regulations. The ISP shall be completed in KIDS within thirty (30) days of the placement.
- 2. The SERVICE PROVIDER shall contact the DEPARTMENT's caseworker to schedule a conferencing and teaming meeting or asked to attend of the next teaming meeting to coordinate to develop the plan. The writing of the ISP shall be incorporated into the DEPARTMENT's teaming meeting, contract monitor, parent(s), guardian, or custodian, family's requested supports, and other appropriate professionals shall participate in the development of the ISP. The

- expectation is that the ISP will decrease the number of service planning meetings and use the team approach to strengthen the youth and family.
- 3. The SERVICE PROVIDER shall invite the DEPARTMENT Caseworker/Probation Officer, Contract Monitor, parent(s), guardian, or custodian and other appropriate professionals to participate in the development of the ISP and ISP review (ISP-R). The invitation shall be in writing and provided at least ten (10) days in advance of said meeting. The ISP/ISP-R shall include goals, objectives and strategies in the following life domain areas:
  - a. Family/Legal Guardian including the Visitation Plan
  - b. Physical Environment/Structure
  - c. Leisure/Recreation
  - d. Cultural Practices and Traditions
  - e. Peer Group/Social Skills
  - f. Legal (including restitution and community service where applicable)
  - g. Educational/Vocational
  - h. Independent Living for all children age sixteen or older
  - i. Psychological/Psychiatric
  - i. Medical/Dental
  - k. Referral and Consultation (if applicable)
  - Behavioral
- 4. Goals, objectives and strategies shall be specific to the child and their family and shall be relevant to the reason for referral, assessment information and to the discharge goal/permanency plan. The child's and family's skill level in each area should be noted as per DPW Regulations. The ISP shall address: success criteria, duration of services, and person(s) responsible for assuring completion of the goals and objectives. The ISP shall include in the provisions of services parent involvement as determined by the DEPARTMENT's Family Plan. The ISP shall have the title "Individual Service Plan". The first page of the ISP shall indicate the name of the SERVICE PROVIDER and the specific program offered by the SERVICE PROVIDER; the child's name, KIDS case number, parent's name and address, the discharge goal of the child from the program and the permanency goal identified by the DEPARTMENT.

#### G. SCHOOL ENROLLMENT

1. The SERVICE PROVIDER shall be responsible for enrolling the resident in the appropriate education program.

### H. CLOTHING

- 1. The DEPARTMENT shall be responsible for assuring the availability of the initial basic clothing for the child when placement occurs. If the child does not have a basic wardrobe at the time of placement, the SERVICE PROVIDER, with written authorization from the DEPARTMENT, may purchase such initial clothing, at the DEPARTMENT'S expense. The SERVICE PROVIDER shall invoice the DEPARTMENT within sixty (60) days of placement or the actual cost of the required initial clothing, not to exceed a dollar amount established by the DEPARTMENT. This invoice must include actual receipts for clothing purchased. If this invoice is not received within sixty (60) days, the DEPARTMENT may refuse payment beyond this date.
- 2. It is the responsibility of the SERVICE PROVIDER to maintain appropriate clothing for the child during the time of placement and to insure that the child has available at the time of discharge the equivalency in clothing as the initial clothing provided by the DEPARTMENT. The SERVICE PROVIDER shall provide the DEPARTMENT with a written clothing inventory at the time of admission and discharge.
- 3. If, for some reason, the child's clothing does not leave the SERVICE PROVIDER with the child at the point of discharge, it shall be the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to make arrangements for returning the child's clothing within ten (10) working days. During that period, the SERVICE PROVIDER is responsible for insuring the availability of such clothing to the DEPARTMENT.
- 4. Failure to provide such within ten (10) working days of a resident's discharge shall result in a payment reduction decision commensurate with replacement costs up to the sum of the initial clothing allotment.

#### I. PERSONAL HYGIENE

1. The SERVICE PROVIDER agrees as a condition of this Agreement that the health, safety, social, and emotional well-being of each child/family will, at all times, be reasonably protected and that services will be provided in surroundings and under conditions as stipulated by DPW regulations when applicable. The DEPARTMENT as part of this provision requires the SERVICE PROVIDER assure the basic personal hygiene and grooming of the children/youth in placement and that they

be adequately and appropriately addressed. The SERVICE PROVIDER shall assure the availability and use of age and ethnically appropriate skin and hair care.

- 2. The SERVICE PROVIDER shall deliver training to the child, appropriate to the child's age and developmental level, in order to establish habits of physical cleanliness, good grooming and personal hygiene. The caregiver ensures that each child has the necessary articles for his or her own use to maintain personal hygiene.
- 3. The SERVICE PROVIDER'S caregiver is expected to obtain information on how to properly care for the hair and skin of a child in care. You are Beautiful is a booklet that provides information on how to properly care for African-American and Multi-Racial children's hair and skin. It is not meant to be used as a medical substitute.

Please find below the Hair/Skin Care brochure at this link:

https://simplebooklet.com/publish.php?wpKey=8u0i948EGhELPRB4GZKNuN&source

- 4. The SERVICE PROVIDER shall assure the availability and use of age and ethnically appropriate hygiene care:
  - a. Soap
  - b. Deodorant
  - c. Creams or Lotions
  - d. Shampoo and conditioner
  - e. Other basic and ethnically necessary hair styling products (i.e. comb/brush relaxer, etc.)
  - f. Haircuts and/or grooming services on a regular and as needed basis by a licensed barber or cosmetologist either at the provider's facility or at a retail shop
  - g. Toothpaste and brushes
  - h. Shaving products
  - i. Manicure supplies
  - j. Any other sundry necessary for the health and wellbeing of the child

The cost of these supplies and services shall be included in the DEPARTMENT's per diem payment to SERVICE PROVIDER. The DEPARTMENT will monitor the provider's compliance with this provision.

#### A. MEDICAL/DENTAL CARE

- 1. The SERVICE PROVIDER shall partner with the DEPARTMENT to obtain information necessary to determine the child's health care coverage. The SERVICE PROVIDER shall obtain access to the eligibility verification system (EVS). The SERVICE PROVIDER shall use the EVS as necessary to obtain initial information about the child's health care coverage. It is the responsibility of the DEPARTMENT to enroll the child in a health care plan and to furnish to the SERVICE PROVIDER the appropriate evidence of third party medical insurance coverage. The SERVICE PROVIDER shall complete and submit the Managed Care form within five (5) days to the DEPARTMENT's Managed Care Unit.
- 2. The DEPARTMENT shall be responsible for the payment of medical and dental care not otherwise paid by Medical Assistance or other third party medical insurance coverage. All necessary medical and dental care costs not covered by Medical Assistance, or other third party policy, or otherwise made available shall require prior DEPARTMENT approval. The SERVICE PROVIDER shall submit a written estimate for any uninsured medical and dental expense to the DEPARTMENT, which includes justification for the proposed expenditure. Unless the DEPARTMENT objects to the expense within ten (10) working days of the receipt of the estimate, the DEPARTMENT shall assume responsibility for payment.
- In an emergency situation, the above language requiring prior approval shall not apply; however, the SERVICE PROVIDER shall bring the information regarding the emergency event to the attention of the DEPARTMENT as soon as the circumstances practically permit.
- 4. In cases where it is mutually agreed that a psychological and/or psychiatric evaluation is needed and the SERVICE PROVIDER does not offer this service as part of this AGREEMENT, the SERVICE PROVIDER shall access services through the Early Periodic Screening, Diagnosis and Treatment Program (hereinafter referred to as EPSDT) for those children who are eligible. For children not eligible under EPSDT, the DEPARTMENT shall be responsible for payment of such evaluation with its prior written approval.
- The SERVICE PROVIDER shall appoint a health care liaison. That individual shall serve as the single point of contact for DEPARTMENT for all physical and behavioral related matters.

### **B. VISITING PLANS**

1. Visiting plans including location and frequency shall be approved by the DEPARTMENT in accordance with the Family Plan and the child's Individual

Service Plan. The SERVICE PROVIDER shall notify Allegheny County's Office of Children, Youth and Families, through the caseworker of record, both verbally and in writing, when a visit between a child in shelter placement and his parent/guardian is missed.

- Under no circumstances may the SERVICE PROVIDER use visits as a reward or withhold visits as punishment throughout the child's shelter placement. Under no circumstances shall visits be withheld from the resident during the initial assessment period.
- 3. The SERVICE PROVIDER shall be responsible to transport the child for all family visitations.
- 4. The SERVICE PROVIDER shall be responsible to supervise all visitations occurring in Allegheny County or at the SERVICE PROVIDER'S facility between the parents and the child when supervision by the SERVICE PROVIDER is specified in the Family Plan or when the visitation is specified in a court order.
- 5. If the SERVICE PROVIDER utilizes a respite resource, a written summary of the home study (including Act 33, and enhanced criminal history clearances) shall be provided to the DEPARTMENT prior to utilization of the resource; the most recent update regarding the respite resource shall be made available to the DEPARTMENT prior to the child's visit. All such visits will be subject to the approval of the DEPARTMENT.

#### C. TRANSPORTATION

- 1. The SERVICE PROVIDER shall be responsible to provide all daily transportation needs for youth in placement. The SERVICE PROVIDER shall be responsible for all transportation costs incurred by the SERVICE PROVIDER in fulfilling the terms of this contract, except those associated with runaway, which costs are more fully defined in Section Q of this chapter. In the event that any transportation costs are deemed by the SERVICE PROVIDER to be extraordinary, such costs shall be subject to negotiation on a case-by-case basis between the SERVICE PROVIDER and the DEPARTMENT.
- 2. The SERVICE PROVIDER shall be responsible to transport the youth for all court hearings and family visits. For all trips missed by the SERVICE PROVIDER (court, therapist, psychologist, doctor, dentist, family visit, or any other trip having to do with the activities of daily living and placement) the DEPARTMENT will deduct the cost of the alternative transportation provided by the DEPARTMENT or a transportation/supervision provider, plus all administrative costs associated with that specific trip or trip for that month from the SERVICE PROVIDER'S invoice as soon as practicality allows. The only exception to this will be a waiver signed by

- CYF Deputy Director of the DEPARTMENT, or his designee for a specific trip or trips.
- 3. The SERVICE PROVIDER must utilize the Medical Assistance Transportation Program (MATP) when the youth qualifies for the services of this program. The DEPARTMENT shall not participate in cost of alternate transportation when the SERVICE PROVIDER fails to utilize MATP services for an eligible client.

#### D. RESPITE PHYSICALS

 Emergency movement of a child to a respite foster home requires a physical, except when the movement to respite home is planned and the respite family is known to the child.

#### **E. YOUTH EMPLOYMENT**

- 1. Caregiver must not require a youth in care to work or deny the opportunity for him or her to work outside the caregiver's home except in accordance with the youth's service plan.
- 2. Caregiver notifies the Department whenever a youth in care becomes employed.

#### F. RECREATION

- The SERVICE PROVIDER provides regular opportunity for recreational activities
  that are appropriate to the age and abilities of the child in care, unless there is
  compelling medical reason not to do so as documented in a written statement by
  a physician.
- 2. The SERVICE PROVIDER encourages the child to participate in school and community activities both individually and with the family.
- 3. The SERVICE PROVIDER encourages and arranges for the child to have contacts and friendships with other children.
- 4. The SERVICE PROVIDER makes available materials and equipment appropriate to the child's age and ability for both active and quiet play.

### **G. RELIGION**

- 1. The SERVICE PROVIDER must be willing to accommodate various freedom of religious choices.
- 2. The SERVICE PROVIDER must not require any religious observance or practice of a child in care, except upon the written request of the parent or guardian.
- 3. The SERVICE PROVIDER must make reasonable efforts to provide the opportunity for the child in care to participate in religious observances or practices

other than that of the caregiver in accordance with the wishes of the parent or quardian.

4. The SERVICE PROVIDER must notify and receive approval from the Department before any change is made in the religious affiliation of a child in care.

### H. INDEPENDENT LIVING/TRANSITION PLAN:

- 1. The SERVICE PROVIDER shall work with the DEPARTMENT'S TRANSITION AGE Unit to develop a comprehensive Transition Plan. All youth over 16 years in kinship care homes are required to have a Transitional Living Plan. This plan is more detailed than an ISP plan and includes:
  - a. Drivers education opportunities/ drivers' license application
  - b. Birth Certificate
  - c. Social Security Card
  - d. Home management skills, i.e. cooking, sewing, other identified interests
  - e. Business plans
  - f. Secondary educational plans, financial aid
  - g. Vocational/employment opportunities
  - h. Life skills/social functioning

### I. TECHNOLOGY

- Youth need access to technology to succeed in school, connect with their communities, learn critical job skills and apply for services, programs and jobs. Therefore, the SERVICE PROVIDER shall make sure all children have access to a computer and youth's personal cell phone, on an as needed basis. Age and developmentally appropriate.
  - a. The SERVICE PROVIDER shall develop standards around the youth's use of social media while in out of placement and in the community.

#### J. RUNAWAYS/ABSENTEEISM

- 1. Definitions:
  - a. RUNAWAY: When a child voluntarily absents himself/ herself from the supervision of the SERVICE PROVIDER for a period of at least twenty-four (24) hours, he/she is to be considered a runaway.
  - b. **ABSENTEE**: When a child is not under the direct supervision of the SERVICE PROVIDER due to the child remaining overnight in a Hospital or Correctional Facility he/she is to be considered an absentee. Notification: It is the

responsibility of the SERVICE PROVIDER to notify all appropriate parties, including the DEPARTMENT when a child is a runaway or absentee. The police shall be notified when a child runs away. Oral notification, followed by written notice shall be given to the DEPARTMENT within twenty-four hours of a child's runaway or absenteeism. Oral notification, followed by written notice, shall be given to the DEPARTMENT when the runaway child is found or returned to the SERVICE PROVIDER's physical custody.

It is the responsibility of the SERVICE PROVIDER to follow-up with the Deputy Director of CYF or his/her designee every thirty (30) days after the initial absentee authorization to ensure the vacant placement is still required.

- c. **DISCHARGE**: When a child is a runaway or an absentee, the SERVICE PROVIDER shall continue to provide services to the child and/or family for seven (7) days without approval of the DEPARTMENT. Furthermore, the DEPARTMENT at any point may discharge a child from runaway or absentee. At the end of seven (7) days from the initial point the child ran away or became an absentee, the child is to be considered discharged unless the DEPARTMENT makes arrangements to continue the child in care.
- 2. Costs of Transportation: When a runaway child who is still in the care of the SERVICE PROVIDER is found within the county or contiguous counties in which the location of placement is located, the SERVICE PROVIDER is responsible for the transportation in returning a child who has run away.

#### K. PLACEMENT PRESERVATION AND DISCHARGES

- 1. In cases where a discharge is requested by either party which is not pursuant to the mutually agreed upon service plan or Court Ordered removal, the DEPARTMENT has adopted a new policy that went into effect on July 1, 2014. This will replace the previous 30-Day Discharge policy in an effort to maintain stability in the lives of our youth in care. In line with the DEPARTMENT's new model of Conferencing and Teaming, the Placement Preservation provision, stipulates that the SERVICE PROVIDERS must submit a written request to the Caseworker and Contract Monitor requesting placement preservation assistance from the DEPARTMENT which must include the following:
  - a. The placement preservation request must include documented efforts and interventions completed by the provider to prevent removal of the youth from the current placement, and must also include documentation of the challenges that have not yet been resolved.
  - b. Supporting documentation must include: HCSIS reports, internal incident reports, progress notes, etc.

- c. KIDS' documentation is to be completed and current to support this documentation.
- 2. The DEPARTMENT will convene a Conferencing and Teaming Meeting, within five (5) days receipt of the written Request for Assistance with Placement Preservation letter, to further develop a plan to abate the removal. The SERVICE PROVIDER, including the foster parent or group home manager must be present for this Conferencing and Teaming Meeting. The birth parent and his/her supports must also be invited. Youth aged 14 and older must also attend. The meeting will not be held unless at least the CYF Worker, SERVICE PROVIDER, foster parent/group home manager, and youth aged 14+ are present.
- 3. A Placement Preservation meeting is required except in cases of emergency. An emergency is defined as when the youth cannot be safely maintained in the current level of restrictiveness. In such cases when immediate discharge is requested, the SERVICE PROVIDER shall provide all reasonable services to protect the youth and help the DEPARTMENT in the discharge transition.
- 4. When the DEPARTMENT removes a youth from the SERVICE PROVIDER's care, the DEPARTMENT shall prepare a written statement indicating the reason for the removal, which shall be given to the SERVICE PROVIDER.
- 5. The SERVICE PROVIDER shall submit to the DEPARTMENT a discharge summary within fifteen (15) days from date of discharge. The Discharge Summary shall have the title "Discharge Summary" and shall address the progress achieved in each of the areas addressed in the Individual Service Plan and Quarterly Reports and note the progress or lack thereof that resulted in the discharge. The Discharge Summary shall also include any post-discharge recommendations and services to be carried out by the SERVICE PROVIDER, if applicable. The SERVICE PROVIDER shall return to the DEPARTMENT all original documents such as birth certificates, Social Security Cards, Medical Assistance Cards, Court Orders, and such similar documents of the youth in the possession of the SERVICE PROVIDER within fifteen (15) working days from date of discharge.

### L. EXTRAORDINARY EXPENSES

1. The SERVICE PROVIDER shall be reimbursed for the cost of special services only with the prior written approval of the DEPARTMENT'S Director and/or the Director's Designee. In submitting such a request, it is the responsibility of the SERVICE PROVIDER to provide services specified in the work statement. These special services (not ordinarily covered in the work statement) needed by the youth will be discussed by the SERVICE PROVIDER, the DEPARTMENT and included in the Individual Service Plan when possible. The DEPARTMENT makes no assurance that the request for financial assistance will be approved.

#### M. PAYMENTS

1. Monthly the DEPARTMENT through KIDS will include the names of all youth serviced; SERVICE PROVIDER will provide the following: number of days of care provided for each, a list of names of all residents who have been away from the SERVICE PROVIDER's facility for any reason for period of overnight or longer. The SERVICE PROVIDER shall review the monthly mock invoice sent by the DEPARTMENT to reconcile, if necessary. The DEPARTMENT agrees to make payment(s) for absent days for a resident as further defined in Section O (a) of this chapter.

### N. REQUIRED FORMS

1. When the SERVICE PROVIDER accepts a youth for service, the DEPARTMENT shall provide the SERVICE PROVIDER with all medical, dental and other health reports and forms, medical/dental consents, a valid Court Order or Entrustment Agreement, information regarding religious affiliation and any other pertinent information prior to or upon the date of admission.

### O. DESCRIPTION OF THE PROGRAM AND MEASUREMENT

- 1. The SERVICE PROVIDER will maintain on file with the Office of Youth, Youth and Families a current, complete description of the program. (Research evidence to support the efficacy of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31st and July 31st) the provider will provide to the Office of Children, Youth and Families data that measures the effectiveness of the program. he
- 2. The SERVICE PROVIDER must be familiar with and understand t provisions of the Youth Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

### P. PAYMENTS

1. Monthly KIDS will include the names of all youth serviced, the SERVICE PROVIDER will provide: number of days of care provided for each, a list of names of all residents who have been away from the SERVICE PROVIDER's facility for any reason for period of overnight or longer. The SERVICE PROVIDER shall review the monthly mock invoice sent by the DEPARTMENT to reconcile, if necessary. The DEPARTMENT agrees to make payment(s) for absent days for a resident as further defined in Section O (a) of this chapter.

### Q. REQUIRED FORMS

1. When the SERVICE PROVIDER accepts a youth for service, the DEPARTMENT shall provide the SERVICE PROVIDER with all medical, dental and other health

reports and forms, medical/dental consents, a valid Court Order or Entrustment Agreement, information regarding religious affiliation and any other pertinent information prior to or upon the date of admission.

### R. COOPERATION WITH THE DEPARTMENT

1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two (2) weeks prior to the scheduled court hearings so that the DEPARMENT is aware if the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.

### S. SEXUAL IDENTIFICATION, GENDER IDENITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

#### T. YOUTH ADVISORY BOARD

1. The SERVICE PROVIDER shall develop, implement and maintain a Youth Advisory Board consisting of current and if possible previously involved youth.

# **CHAPTER 5: KINSHIP CARE / FOSTER HOME**

#### A. WORK STATEMENT

The SERVICE PROVIDER shall perform the kinship service as outlined in the Work statement(s) attached to the agreement and incorporated as "Exhibit A".

### **B. EMERGENCY CONTACT**

The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT and the family's they are working with. This service shall be available every day of the year including weekends, holidays, and non-business hours.

### C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER notifies the DEPARTMENT by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF intake at (412) 473-2000] immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report):
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - c. Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - h. Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas
- 2. The SERVICE PROVIDER informs the Department as soon as possible, but not more than three working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.

c. Any other circumstance or incident seriously affecting the child or child's care.

### D. PROVISION OF SERVICES

- 1. If the SERVICE PROVIDER operates a Kinship Care / Foster Home Program; the SERVICE PROVIDER shall provide out of home Kinship Care services for youth by relatives or, close family friends (often referred to as fictive kin).
- 2. The SERVICE PROVIDER is notified by the DEPARTMENT; if the SERVICE PROVIDER is deemed appropriate to serve as a kinship care home then they will take a referral for the placement of said youth, and the agreement shall be as follows:
- 3. The SERVICE PROVIDER agrees to make an initial home visit within 24 hours. During this visit, the provider will complete an introductory phase which will include:
  - a. That they ensure the terms of Department of Public Welfare (DPW) are met
  - b. Complete a home inspection to ensure and complete the home safety check list; this includes running water both hot/cold, fire extinguisher, etc. refer to PA Human Services foster home checklist.
  - c. Sign up for all clearances (including Act 33 and enhanced criminal history clearances) and the most recent update (not more than one year old) regarding the kinship home suggested for placement of a youth/ with KINSHIP CARE process is certifying or denying the home within a designated period of sixty (60) days, and agrees to await the final DEPARTMENT approval of the home.
  - d. In addition to acquiring Act 33 Clearances, the SERVICE PROVIDER shall submit to the DEPARTMENT's Criminal Investigation Unit, the names and proper release of information forms for all kinship care parent applicants who may provide services under this agreement. The DEPARTMENT will conduct a background check on the applicants and provide the information to the SERVICE PROVIDER. The SERVICE PROVIDER shall submit to the DEPARTMENT's Criminal Investigation Unit (hereinafter CIU) at the time of their annual re-evaluation, the names and proper release of information forms for all currently approved foster families who may provide services to youth under this contract. Further, the SERVICE PROVIDER shall submit to the CIU the names and proper release of information forms for all individuals age 18 and older who become residents of the foster parent household after the initial clearance/approval.
- 4. Prior to certifying any kinship care home, the SERVICE PROVIDER must ensure all youth 18 years of age or older who reside in the kinship care home 30 or more days per year have an FBI background check.

- 5. At their recertification foster homes certified must obtain FBI background checks for youth18 years of age or older (except kinship care youth) who reside in the home 30 or more days per year.
- 6. YOUTH age 18 years or older in a foster home (except kinship care youth) must have Act 33/34 clearances at initial foster home study and at the recertification. The SERVICE PROVIDER shall place no youth in any foster home unless the following requirements are met:
  - a. Complete a safety and assessment plan. The SERVICE PROVIDER agrees that within thirty (30) days of the referral to obtain, complete and submit an Individual Service Plan (ISP) and a Youth and Adolescent Needs and Strengths (CANS) assessment, unless the youth is under five (5) years of age.
  - b. The SERVICE PROVIDER agrees to provide the DEPARTMENT with a current summary of the home-study along with a Home Study Certification Letter. (See Sample Form in Appendix C.)
- 7. The Home Study Certification Letter is to be completed and submitted with every Home Study submitted to the DEPARTMENT.

### Instructions:

- a. Enter the name of the Executive Director of the SERVICE PROVIDER
- b. Enter the name of the SERVICE PROVIDER
- c. The letter is signed by the Executive Director as an acknowledgment and certification that the SERVICE PROVIDER is in compliance with all Allegheny County Children, Youth and Families, Policies and Procedures, Pennsylvania Department of Public Welfare's 3800 Regulations and Pennsylvania's Act 160.
- d. The Executive Director dates the letter with the date the letter is signed.
- 8. New Intakes require an initial visit within 24 hours of the intake and then a home visit every 7 days for the first 30 days. If the referral is not in compliance with the certification process, the SERVICE PROVIDER will continue to visit once every 15 days until certification is complete. The SERVICE PROVIDER shall request a Conferencing and Teaming Meeting to discuss the written rationale for families that demonstrate a need for only one visit per 30 days will indicate this and provide a date when the one visit per 30 days will begin.
- 9. Each home visit will be documented in KIDS (or on the contact summary template if the youth is not in the KIDS system) within 24 hours of the visit. Visitation encounter forms are to be completed at each visit inclusive of all parties' signatures and attached to all contact summaries as verification of the completed visit. Note:

thereafter, visits may decrease depending on the PAT level and if the criteria in the work statement are met.

10. Listed below is a copy of the KINSHIP CARE PAT levels and payment amounts, which also identifies the amount of the payment per day.

The SERVICE PROVIDER shall include in the Kinship Care Foster Parent Agreement, a schedule of monthly foster parent payments which is also listed below.

Level 1 Foster Care - \$21.00 per day

Level 2 Foster Care - \$21.60 per day

Level 3 Foster Care - \$23.93 per day

Level 4 Foster Care - \$28.00 per day

#### E. RESPITE

- 1. If it becomes necessary to move a youth on an emergency basis from a KINSHIP CARE HOME serviced by the SERVICE PROVIDER, the SERVICE PROVIDER must notify the DEPARTMENT immediately. If an alternate foster home or respite home can be suggested by the SERVICE PROVIDER, the SERVICE PROVIDER must forward a summary of the current home study (including Act 33) of the alternate foster or respite home to the DEPARTMENT.
  - a. The SERVICE PROVIDER agrees not to place the youth in the alternate foster or respite home without the consent of the DEPARTMENT (respite home placements shall not exceed 7 days per incident).
  - b. All respite providers must have all of the same clearances, training and home certifications as foster parents. When possible pre-respite visits or communication between children and respite families should be attempted.
  - c. Respite physicals--Emergency movement of a youth to a respite kinship care home requires a physical, except when the movement to respite home is planned and the respite family is known to the youth
- The SERVICE PROVIDER shall notify the DEPARTMENT via the contractmonitoring unit, when a Kinship Care home is placed on provisional status. The SERVICE PROVIDER shall provide the agency with the Kinship care family's name, address, and a correction plan to bring the home into compliance within 5 days.
- 3. The SERVICE PROVIDER shall not use multiple contracted kinship care homes.
- 4. The SERVICE PROVIDER shall allow the DEPARTMENT and their authorized representatives to make on-site visits to all kinship care homes. The

DEPARTMENT will make unannounced site visits for monitoring and insuring YOUTH's safety.

5. The SERVICE PROVIDER shall not certify any kinship care home unless the following requirements are met:

They have a completed type-written, narrative home study,

- a. All clearances have been received, ACT 33 and enhanced Criminal Clearances
- b. They have twenty-four (24) hours of formal pre-service training plus First Aid and CPR.
- 6. The SERVICE PROVIDER shall register each kinship care home with the PENNSYLVANIA Foster Parent Registry within 5 days of approval.
- 7. The SERVICE PROVIDER must send the DEPARTMENT contract monitoring department, notification of all foster parent pre-services training schedules, and schedules of all ongoing Foster Parent Training.

### F. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and the SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the provider is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

# G. INDIVIDUAL SERVICE PLANNING AND SERVICES

- The SERVICE PROVIDER shall complete an Individual Service Plan (ISP) in KIDS, which includes the goal(s) and objectives for the child/family while in the SERVICE PROVIDER'S program and meets all other requirements set forth by DPW Regulations. The ISP shall be completed within thirty (30) days of placement in KIDS.
- 2. The SERVICE PROVIDER shall contact the caseworker to schedule a conferencing and teaming meeting or asked to attend of the next teaming meeting that may have been schedule during the first30 days of placement. The writing of the ISP shall be incorporated into the DEPARTMENT's teaming meeting, contract

monitor, parent(s), guardian, or custodian, family's requested supports, and other appropriate professionals shall participate in the development of the ISP. The expectation is that the ISP will decrease the number of service planning meeting and use the team approach to strengthen the youth and family.

3. The SERVICE PROVIDER shall invite the DEPARTMENT Caseworker/Probation Officer, Contract Monitor, parent(s), guardian, or custodian and other appropriate professionals to participate in the development of the ISP and ISP review (ISP-R). The invitation shall be in writing and provided at least ten (10) days in advance of said meeting. The ISP/ISP-R shall include goals, objectives and strategies in the following life domain areas:

Family/Legal Guardian including the Visitation Plan

- a. Physical Environment/Structure
- b. Cultural Practices and Traditions
- c. Leisure/Recreation
- d. Peer Group/Social Skills
- e. Legal (including restitution and community service where applicable)
- f. Educational/Vocational
- g. Independent Living for all children age sixteen or older
- h. Psychological/Psychiatric
- i. Medical/Dental
- i. Referral and Consultation (if applicable)
- k. Behavioral
- 4. Goals, objectives and strategies shall be specific to the child and their family and shall be relevant to the reason for referral, assessment information and to the discharge goal/permanency plan. The child's and family's skill level in each area should be noted as per DPW Regulations. The ISP shall address: success criteria, duration of services, and person(s) responsible for assuring completion of the goals and objectives. The ISP shall include in the provisions of services parent involvement as determined by the DEPARTMENT's Family Plan. The ISP shall have the title "Individual Service Plan". The first page of the ISP shall indicate the name of the SERVICE PROVIDER and the specific program offered by the SERVICE PROVIDER; the child's name, KIDS case number, parent's name and address, the discharge goal of the child from the program and the permanency goal identified by the DEPARTMENT.

#### H. SCHOOL ENROLLMENT

1. The SERVICE PROVIDER shall be responsible for enrolling the resident in the appropriate education program.

# I. CLOTHING

- 1. The DEPARTMENT shall be responsible for assuring the availability of the initial basic clothing for the child when placement occurs. If the child does not have a basic wardrobe at the time of placement, the SERVICE PROVIDER, with written authorization from the DEPARTMENT, may purchase such initial clothing, at the DEPARTMENT'S expense. The SERVICE PROVIDER shall invoice the DEPARTMENT within sixty (60) days of placement or the actual cost of the required initial clothing, not to exceed a dollar amount established by the DEPARTMENT. This invoice must include actual receipts for clothing purchased. If this invoice is not received within sixty (60) days, the DEPARTMENT may refuse payment beyond this date.
- 2. It is the responsibility of the SERVICE PROVIDER to maintain appropriate clothing for the child during the time of placement and to insure that the child has available at the time of discharge the equivalency in clothing as the initial clothing provided by the DEPARTMENT. The SERVICE PROVIDER shall provide the DEPARTMENT with a written clothing inventory at the time of admission and discharge.
- 3. If, for some reason, the child's clothing does not leave the SERVICE PROVIDER with the child at the point of discharge, it shall be the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to make arrangements for returning the child's clothing within ten (10) working days. During that period, the SERVICE PROVIDER is responsible for insuring the availability of such clothing to the DEPARTMENT.
- 4. Failure to provide such within ten (10) working days of resident's discharge shall result in a payment reduction decision commensurate with replacement costs up to the sum of the initial clothing allotment.

#### J. PERSONAL HYGEINE

The SERVICE PROVIDER shall deliver training to the youth, appropriate to the youth's age and developmental level, in order to establish habits of physical cleanliness, good grooming and personal hygiene. The caregiver ensures that each youth has the necessary articles for his or her own use to maintain personal hygiene.

1. The Caregiver is expected to obtain information on how to properly care for the hair and skin of a youth in care. You are Beautiful is a booklet that provides information on how to properly care for African-American and Multi-Racial youth's

hair and skin. It is not meant to be used as a medical substitute. Please find below the Hair/Skin Care brochure at this link:

https://simplebooklet.com/publish.php?wpKey=8u0i948EGhELPRB4GZKNuN&source

Cultural sensitivity, hair and body care the SERVICE PROVIDER must be acclimated to knowledge of cultural differences when considering hair care for ethnic groups as related to hair care and skin care differences.

- 2. The SERVICE PROVIDER must be willing to provide and accommodate the various needs of products to maintain both healthy hair and skin care to the youth in the kinship care homes. The SERVICE PROVIDER shall assure the availability and use of age and ethnically appropriate hygiene care:
  - a. Soap
  - b. Deodorant
  - c. Creams or Lotions
  - d. Shampoo and conditioner
  - e. Other basic and ethnically necessary hair styling products (i.e. comb/brush relaxer, etc.)
  - f. Haircuts and/or grooming services on a regular and as needed basis by a licensed barber or cosmetologist either at the provider's facility or at a retail shop
  - g. Toothpaste and brushes
  - h. Shaving products
  - i. Manicure supplies
  - j. Any other sundries necessary for the health and wellbeing of the child

# **K. MEDICAL/DENTAL CARE**

1. The SERVICE PROVIDER shall partner with the DEPARTMENT to obtain information necessary to determine the child's health care coverage. The SERVICE PROVIDER shall obtain access to the eligibility verification system (EVS). The SERVICE PROVIDER shall use the EVS as necessary to obtain initial information about the child's health care coverage. It is the responsibility of the DEPARTMENT to enroll the child in a health care plan and to furnish to the SERVICE PROVIDER the appropriate evidence of third party medical insurance coverage. The SERVICE PROVIDER shall complete and submit the Managed Care form within five (5) days to the DEPARTMENT's Managed Care Unit.

- 2. The DEPARTMENT shall be responsible for the payment of medical and dental care not otherwise paid by Medical Assistance or other third party medical insurance coverage. All necessary medical and dental care costs not covered by Medical Assistance, or other third party policy, or otherwise made available shall require prior DEPARTMENT approval. The SERVICE PROVIDER shall submit a written estimate for any uninsured medical and dental expense to the DEPARTMENT, which includes justification for the proposed expenditure. Unless the DEPARTMENT objects to the expense within ten (10) working days of the receipt of the estimate, the DEPARTMENT shall assume responsibility for payment.
- In an emergency situation, the above language requiring prior approval shall not apply; however, the SERVICE PROVIDER shall bring the information regarding the emergency event to the attention of the DEPARTMENT as soon as the circumstances practically permit.
- 4. In cases where it is mutually agreed that a psychological and/or psychiatric evaluation is needed and the SERVICE PROVIDER does not offer this service as part of this AGREEMENT, the SERVICE PROVIDER shall access services through the Early Periodic Screening, Diagnosis and Treatment Program (hereinafter referred to as EPSDT) for those children who are eligible. For children not eligible under EPSDT, the DEPARTMENT shall be responsible for payment of such evaluation with its prior written approval.
- The SERVICE PROVIDER shall appoint a health care liaison. That individual shall serve as the single point of contact for DEPARTMENT for all physical and behavioral related matters.

#### L. VISITING PLANS

- 1. Visiting plans including location and frequency shall be approved by the DEPARTMENT in accordance with the Family Plan and the child's Individual Service Plan. The SERVICE PROVIDER shall notify Allegheny County's Office of Children, Youth and Families, through the caseworker of record, both verbally and in writing, when a visit between a child and his parent/guardian is missed.
- Under no circumstances may the SERVICE PROVIDER use visits as a reward or withhold visits as punishment throughout the child's placement. Under no circumstances shall visits be withheld from the resident during the initial assessment period.
- 3. The SERVICE PROVIDER shall be responsible to transport the child for all family visitations.

4. The SERVICE PROVIDER shall be responsible to supervise all visitations occurring in Allegheny County or at the SERVICE PROVIDER'S facility between the parents and the child when supervision by the SERVICE PROVIDER is specified in the Family Plan or when the visitation is specified in a court order.

#### M. TRANSPORTATION

- 1. The SERVICE PROVIDER shall be responsible to provide all daily transportation needs for youth in placement. The SERVICE PROVIDER shall be responsible for all transportation costs incurred by the SERVICE PROVIDER in fulfilling the terms of this contract, except those associated with runaway, which costs are more fully defined in Section N of this chapter. In the event that any transportation costs are deemed by the SERVICE PROVIDER to be extraordinary, such costs shall be subject to negotiation on a case-by-case basis between the SERVICE PROVIDER and the DEPARTMENT.
- 2. The SERVICE PROVIDER shall be responsible to transport the youth for all court hearings and family visits. For all trips missed by the provider (court, therapist, psychologist, doctor, dentist, family visit, or any other trip having to do with the activities of daily living and placement) the DEPARTMENT will deduct the cost of the alternative transportation provided by the DEPARTMENT or a transportation/supervision provider, plus all administrative costs associated with that specific trip or trip for that month from the SERVICE PROVIDER'S invoice as soon as practicality allows. The only exception to this will be a waiver signed by the DEPARTMENT's Deputy Director of the, or their designee for a specific trip or trips.
- 3. The SERVICE PROVIDER must utilize the Medical Assistance Transportation Program (MATP) when the youth qualifies for the services of this program. The DEPARTMENT shall not participate in cost of alternate transportation when Service Provider fails to utilize MATP services for an eligible client.

## N. YOUTH EMPLOYEMNT

- 1. The caregiver must not require a youth in care to work or deny the opportunity for him or her to work outside the caregiver's home except in accordance with the youth's service plan.
- 2. The caregiver notifies the Department whenever a youth in care becomes employed.

## O. RECREATION

1. The SERVICE PROVIDER provides regular opportunity for recreational activities that are appropriate to the age and abilities of the youth in care, unless there is

compelling medical reason not to do so as documented in a written statement by a physician.

- 2. The SERVICE PROVIDER encourages the youth to participate in school and community activities both individually and with the family.
- 3. The SERVICE PROVIDER encourages and arranges for the youth to have contacts and friendships with other youth.
- 4. The SERVICE PROVIDER makes available materials and equipment appropriate to the youth's age and ability for both active and quiet play.

#### P. RELIGION

The SERVICE PROVIDER must be willing to accommodate various freedom of religious choices.

- 1. The SERVICE PROVIDER must not require any religious observance or practice of a child in care, except upon the written request of the parent or guardian.
- The SERVICE PROVIDER must make reasonable efforts to provide the opportunity for the child in care to participate in religious observances or practices other than that of the caregiver in accordance with the wishes of the parent or guardian.
- 3. The SERVICE PROVIDER must notify and receive approval from the Department before any change is made in the religious affiliation of a child in care.

#### Q. RUNAWAYS/ABSENTEEISM

- 1. Definitions:
  - a. **RUNAWAY**: When a child voluntarily absents himself/ herself from the supervision of the SERVICE PROVIDER for a period of at least twenty-four (24) hours, he/she is to be considered a runaway.
  - b. ABSENTEE: When a child is not under the direct supervision of the SERVICE PROVIDER due to the child remaining overnight in a Hospital or Correctional Facility he/she is to be considered an absentee. Notification: It is the responsibility of the SERVICE PROVIDER to notify all appropriate parties, including the DEPARTMENT when a child is a runaway or absentee. The police shall be notified when a child runs away. Oral notification, followed by written notice shall be given to the DEPARTMENT within twenty-four hours of a child's runaway or absenteeism. Oral notification, followed by written notice, shall be given to the DEPARTMENT when the runaway child is found or returned to the SERVICE PROVIDER's physical custody.

It is the responsibility of the SERVICE PROVIDER to follow-up with the Deputy Director of CYF or his/her designee every thirty (30) days after the initial absentee authorization to ensure the vacant placement is still required.

- c. DISCHARGE: When a child is a runaway or an absentee, the SERVICE PROVIDER shall continue to provide services to the child and/or family for seven (7) days without approval of the DEPARTMENT. Furthermore, the DEPARTMENT at any point may discharge a child from runaway or absentee. At the end of seven (7) days from the initial point the child ran away or became an absentee, the child is to be considered discharged unless the DEPARTMENT makes arrangements to continue the child in care.
- Costs of Transportation: When a runaway child who is still in the care of the SERVICE PROVIDER is found within the county or contiguous counties in which the location of placement is located, the SERVICE PROVIDER is responsible for the transportation in returning a child who has run away.

#### R. INDEPENDENT LIVING

- 1. All youth over 16 years in kinship care homes are required to have a Transitional Living Plan. This plan is more detailed than an ISP plan and includes:
  - a. Drivers education opportunities/ drivers' license application
  - b. Birth Certificate
  - c. Social Security Card
  - d. Home management skills, i.e. cooking, sewing, other identified interests
  - e. Business plans
  - f. Secondary educational plans, financial aid
  - g. Vocational/employment opportunities
  - h. Life skills/social functioning

#### S. TECHNOLOGY

- SERVICE PROVIDER shall make sure all children have access to a computer and cell phone, on an as needed basis age and developmentally appropriate Youth shall have access to technology to succeed in school, connect with their communities, learn critical job skills and apply for services, programs and jobs.
- 2. The SERVICE PROVIDER shall develop standards around the youth's use of social media while in out of caregiver home and in the community.

## T. PLACEMENT PRESERVATION AND DISCHARGES

- 1. In cases where a discharge is requested by either party which is not pursuant to the mutually agreed upon service plan or Court Ordered removal, the DEPARTMENT has adopted a new policy, which went into effect on July 1, 2014. This will replace the previous 30-Day Discharge policy in an effort to maintain stability in the lives of our youth in care. In line with the DEPARTMENT's new model of Conferencing and Teaming, the Placement Preservation provision, stipulates that the SERVICE PROVIDERS must submit a written request to the Caseworker and Contract Monitor requesting placement preservation assistance from CYF, which must include the following:
  - a. The placement preservation request must include documented efforts and interventions completed by the provider to prevent removal of the youth from the current placement, and must also include documentation of the challenges that have not yet been resolved.
  - b. Supporting documentation must include: HCSIS reports, internal incident reports, progress notes etc.
  - c. KIDS documentation is to be completed and current to support this documentation.
- 2. The DEPARTMENT will convene a Conferencing and Teaming Meeting, within five (5) days receipt of the written Request for Assistance with Placement Preservation letter, to further develop a plan to abate the removal. The SERVICE PROVIDER, including the foster parent or group home manager must be present for this Conferencing and Teaming Meeting. The birth parent and his/her supports must also be invited. Youth aged 14 and older must also attend. The meeting will not be held unless at least the CYF Worker, SERVICE PROVIDER, foster parent/group home manager, and youth aged 14+ are present.
- 3. A Placement Preservation meeting is required except in cases of emergency. An emergency is defined as when the youth cannot be safely maintained in the current level of restrictiveness. In such cases when immediate discharge is requested, the SERVICE PROVIDER shall provide all reasonable services to protect the youth and help the DEPARTMENT in the discharge transition.
- 4. When the DEPARTMENT removes a youth from the SERVICE PROVIDER's care, the DEPARTMENT shall prepare a written statement indicating the reason for the removal, which shall be given to the SERVICE PROVIDER.
- 5. The SERVICE PROVIDER shall submit to the DEPARTMENT a discharge summary within fifteen (15) days from date of discharge. The Discharge Summary shall have the title "Discharge Summary" and shall address the progress achieved

in each of the areas addressed in the Individual Service Plan and Quarterly Reports and note the progress or lack thereof that resulted in the discharge. The Discharge Summary shall also include any post-discharge recommendations and services to be carried out by the SERVICE PROVIDER, if applicable. The SERVICE PROVIDER shall return to the DEPARTMENT all original documents such as birth certificates, Social Security Cards, Medical Assistance Cards, Court Orders, and such similar documents of the youth in the possession of the SERVICE PROVIDER within fifteen (15) working days from date of discharge.

#### **U. EXTRAORDINARY EXPENSES**

- 1. The SERVICE PROVIDER shall be reimbursed for the cost of special services only with the prior written approval of the DEPARTMENT's Director and/or the Director's Designee. In submitting such a request, it is the responsibility of the SERVICE PROVIDER to provide services specified in the work statement. These special services (not ordinarily covered in the work statement) needed by the youth will be discussed by the SERVICE PROVIDER, the DEPARTMENT and included in the
- 2. Individual Service Plan when possible. The DEPARTMENT makes no assurance that the request for financial assistance will be approved.

## V. PAYMENTS

1. Monthly the DEPARTMENT through KIDS will include the names of all youth serviced; the SERVICE PROVIDER will provide the following: number of days of care provided for each, a list of names of all residents who have been away from the SERVICE PROVIDER's facility for any reason for period of overnight or longer. The SERVICE PROVIDER shall review the monthly mock invoice sent by the DEPARTMENT to reconcile, if necessary. The DEPARTMENT agrees to make payment(s) for absent days for a resident as further defined in Section N (a) of this chapter.

#### W. REQUIRED FORMS

1. When the SERVICE PROVIDER accepts a youth for service, the DEPARTMENT shall provide the SERVICE PROVIDER with all medical, dental and other health reports and forms, medical/dental consents, a valid Court Order or Entrustment Agreement, information regarding religious affiliation and any other pertinent information prior to or upon the date of admission.

## X. COOPERATION WITH THE DEPARTMENT

1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings so that the DEPARMENT is aware that the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.

#### Y. DESCRIPTION OF THE PROGRAM AND MEASUREMENT

- 1. The SERVICE PROVIDER will maintain on file with the DEPARTMENT a current, complete description of the program. (Research evidence to support the efficacy of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31st and July 31st) the SERVICE PROVIDER will provide to the DEPARTMENT data that measures the effectiveness of the program.
- 2. The SERVICE PROVIDER must be familiar with and understand the provisions of the Youth Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

# Z. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that the DEPARTMENT and the SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

## AA. YOUTH ADVISORY BOARD

1. The SERVICE PROVIDER shall develop, implement and maintain a Youth Advisory Board consisting of current and if possible previously involved youth.

# **CHAPTER 6: TRUANCY PROGRAM**

#### A. WORK STATEMENT

The SERVICE PROVIDER shall perform Truancy Intervention Services to address attendance academic achievement of school students. The services engage individuals to change students' attitudes, values and behaviors as well as using environmental strategies intended to support and provide resources to YOUTH and families.

## **B. EMERGENCY CONTACT**

The SERVICE PROVIDER shall provide twenty-four (24) access phone numbers to the DEPARTMENT. This service shall be available every school day of the year.

## C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER will notify the Department by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF Night Intake at (412)473-2000, nights and weekends], immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report:
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - c. Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - h. Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas
- 2. The SERVICE PROVIDER informs the Department as soon as possible, but not more than three working days following any circumstance listed below:
  - a. Any serious illness or death in the household.

- b. The permanent departure of any member of the household.
- c. Any other circumstance or incident seriously affecting the child or child's care.

## D. REFERRAL AND PRE-SERVICE INFORMATION

- The DEPARTMENT receives referral information and makes a case determination according to Youth Protective Services (CPS) or General Protective Services (GPS), for Truancy Services through the Key Information Demographics System (KIDS) via alerts in the inbox.
- 2. The DEPARTMENT'S Resource Coordinators will facilitate THE SPECIALIZED KIDS REFERRALS to the TRUANCY PROGRAM. ACCYF caseworkers will refer through KIDS and to the resource coordinator for approval.
- The SERVICE PROVIDER and the DEPARTMENT must make face to face contact with the family and YOUTH within 24 hours of referral. If a working phone number is not available, the SERVICE PROVIDER shall proceed to the home to meet with the family.
- 4. The SERVICE PROVIDER shall exhaust all efforts to meet with the family within the twenty-four (24) hour time frame. The SERVICE PROVIDER shall notify the ACCYF caseworker within 72 hours if they have been unsuccessful with meeting with the family.
- 5. The SERVICE PROVIDER shall provide 90% of all accepted referrals to ACCYF active and ACCYF referred families.
- 6. The SERVICE PROVIDER shall only provide services for a maximum of 10% of all accepted referrals to the community, i.e. schools and self-referred. The SERVICE PROVIDER shall submit reports of services to community-referred families to the contract monitor within 5 days of the review meeting as indicated above.
- 7. The SERVICE PROVIDER shall manage the financial resources allocated to them so that all contracted services can be provided for the full length of the contract.

## **E. PROVISION OF SERVICES**

The SERVICE PROVIDER agrees to respond to the call within 24 hours after the referral has been accepted.

 The SERVICE PROVIDER is required to make a Safety Assessment for each contact and must be documented in the KIDS with 24 hours of the contact. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the youth is at imminent risk and must speak to a live person in this case.

- 2. The SERVICE PROVIDER shall contact the DEPARTMENT's caseworker to schedule a conferencing and teaming meeting or ask to attend of the next teaming meeting if it is before the 20 days of acceptance. The writing of the TIP shall be incorporated into the DEPARTMENT's teaming meeting, contract monitor, parent(s), guardian, or custodian, family's requested supports, and other appropriate professionals shall participate in the development of the ISP. The expectation is that this teaming meeting will decrease the number of service planning meeting and use the team approach to strengthen the youth and family.
- 3. The SERVICE PROVIDER convenes a 15 (fifteen) day case planning meeting to develop a Truancy Intervention Plan/In-Home Services Plan (IHSP), focusing on truancy neglect.
- 4. The SERVICE PROVIDER shall complete a Truancy Implementation Plan (TIP)/In-Home Service Plan (IHSP) in KIDS. All applicable goal(s) and objectives for the youth/family must be included in the KIDS throughout the family's involvement with the TRUANCY PROGRAM.
  - a. The TIP/IHSP shall be completed in KIDS within 20 (twenty) days of acceptance for service. A copy of the TIP/IHSP shall be given to the parents and youth, if applicable.
  - b. The SERVICE PROVIDER shall include in the invitations: the youth, parent(s), caseworker, contract monitor, attorneys, and other appropriate community members to participate in the development of the TIP/IHSP.
  - c. Copies of the invitations must be maintained in the case file.
- 5. The invitation shall be in writing and provide at least 7 days' advance notice of such TIP/IHSP meeting.
- 6. The TIP/IHSP shall include goals and identify the objectives and strategies to meet the goals, including Cultural Practices and Traditions.
- 7. No plans should be completed before meeting with the family. All plans shall be developed with the youth and family.
- 8. The Truancy Intervention Plan (TIP/IHSP) shall include a goal to work a minimum of 3 hours per week with the student to assist the student in improving their study skills or used for the purpose of tutoring the student in a specific subject where the student needs improvement.
- 9. Study Skills improvement shall supplement academic remediation provided by the youth's school. An updated TIP/IHSP must be created in KIDS should the case remain active past the 90 days of service.

- 10. The SERVICE PROVIDER shall conduct scheduled reviews with the family while in the TRUANCY PROGRAM. The reviews shall take place every 30 days and shall be documented in the KIDS Progress Reports.
- 11. The Progress Reports shall be completed every 30 days subsequent to the IHSP (i.e., day 30, 60 and 90). These reports shall be completed in KIDS and will eliminate mailing documents to the caseworkers and contract monitor.
  - a. 30 and 60 Day Case Review Meeting as outlined in Section 5 (c) the review shall include the youth, the parent, caseworker, contract monitor and other appropriate community members to review the status of the case and address any barriers with the team.
  - b. 75 Day Case Review including the youth, the parent, caseworker, contract monitor and other appropriate community members to prepare for case closure.
- 12. During the first ninety (90) days of service the SERVICE PROVIDER shall conduct at least one visit per week with the family and one visit per week at the youth's school of record:
  - a. A client contact is defined as at least one (1) hour face to face contact.
  - b. The SERVICE PROVIDER shall provide no more than 50% of contacts within the school setting. Phone contact with the school determines that a youth is in attendance, the provider has no need to go to the school unless to attend a pre-scheduled meeting.
  - c. The SERVICE PROVIDER shall provide at least 50% of contacts in the caretaker's home addressing the underlying reasons for truancy. Should the caretaker's availability prevent the home visits, the SERVICE PROVIDER must immediately communicate verbally to the caseworker potential risk and/or safety concerns. This must be documented in KIDS.
  - d. CYBER school students: The SERVICE PROVIDER must document school-related concerns and work with the family separately. The goal remains 50% school and 50% family work.
  - e. The SERVICE PROVIDER will ensure ongoing services by developing and coordinating natural and community based supports.
  - f. Requests for tangible needs must be submitted to the DEPARTMENT's caseworker and supervisor of record.
- 13. Prior to the completion of each case the SERVICE PROVIDER shall refer the student and his/her family to the nearest Family Support Center for additional assistance and any other community resource as educationally appropriate.

- 14. The SERVICE PROVIDER shall complete the DHS Educational Screening tool on each school age youth residing with the referred family.
- 15. The SERVICE PROVIDER shall submit reports of services for the community referred families to the contract monitor within 5 days of the review meeting and case closure.

## F. CASE FILE MAINTENANCE

The SERVICE PROVIDER shall maintain all relevant and necessary books, documents and other documentary evidence related to the provision or performance of the services in the program records and in KIDS. This shall include the following program documentation and the maintenance of MPER:

- Date of admission and date of first contact KIDS
- 2. Demographic information related to the youth and family, including date of birth for target youth/YOUTH and social security numbers for youth and mother KIDS
- 3. Truancy Intervention Plan KIDS
- 4. Referral forms, source of referral KIDS
- 5. Academic and truancy assessments
- Documentation of contacts KIDS
- 7. Client service hours, frequency and length of service KIDS
- 8. Grievance procedures
- 9. Use of community resources
- 10. School visit dates and times KIDS
- 11. Home visit dates and times KIDS
- 12. Contacts with ACCYF KIDS
- 13.30, 60 and 90 Day Case Review Reports KIDS
- 14. Verification reports sent to caseworker/monitor
- 15. Safety Assessment (each contact), verification sent within 24 hours KIDS
- 16. Encounter Forms signed by parents or youth over 14 years program record
- 17. Educational needs addressed (maximum 3 hours per week) KIDS
- 18. Report cards and attendance records paper records
- 19. Health and Education Summary KIDS
- 20. Invitations to team members for planning meeting paper records

- Discharge Summary, detailing closing meeting with youth and family KIDS/paper records
- 22. Closing letter to family, caseworker and contract monitor Program record

## **G. YOUTH'S LOCATION**

 The SERVICE PROVIDER shall notify the DEPARTMENT of any situation when the youth's residence changes; notification should be made to caseworker and contract monitor. During non-traditional work hours the SERVICE PROVIDER shall notify the DEPARTMENT's night intake department at 412 473-2000 of the youth's location and why the youth's location has changed.

## H. TRAINING

 The SERVICE PROVIDER INTERVENTION staff are required to have been trained in Youth Protective Services Law (CPSL), Mandated Reporting, and Safety Assessment reporting, in addition to cultural interventions and/or truancy interventions specific training requirements. The SERVICE PROVIDER must be familiar with and understand the provisions of the Youth Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

# I. FEDERAL, STATE AND COUNTY REGULATIONS

 The Service Provider must meet all Federal, State, and County regulations for youth receiving services funded by Allegheny County, Department of Human Services.

## J. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that the DEPARTMENT and the SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

# CONTRACT SPECIFICATIONS MANUAL OFFICE OF CHILDREN, YOUTH AND FAMILIES

# L. YOUTH ADVISORY BOARD

1. The SERVICE PROVIDER shall develop, implement and maintain a Youth Advisory Board consisting of current and if possible previously involved youth.

## **CHAPTER 7: OUTREACH AND PREVENTION SERVICES**

#### A. WORK STATEMENT

The SERVICE PROVIDER shall perform the non-placement service as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A."

#### **B. EMERGENCY CONTACT**

The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT. This service shall be available every day of the year including weekends, holidays, and non-business hours.

# C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- 1. The SERVICE PROVIDER will notify the DEPARTMENT by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF Night Intake at (412) 473-2000, nights and weekends], immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report:
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - c. Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - h. Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas
- 2. The SERVICE PROVIDER informs the DEPARTMENT as soon as possible, but not more than three working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.

c. Any other circumstance or incident seriously affecting the child or child's care.

#### D. DESCRIPTION OF THE PROGRAM AND MEASUREMENT

- The SERVICE PROVIDER will maintain on file with the DEPARTMENT a current, complete description of the program. (Research evidence to support the efficacy of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31st and July 31st) the SERVICE PROVIDER will provide to the DEPARTMENT data that measures the effectiveness of the program.
- 2. The SERVICE PROVIDER must be familiar with and understand the provisions of the Youth Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

#### E. COOPERATION WITH THE DEPARTMENT

- 1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings so that the DEPARMENT is aware if the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.
- 2. The SERVICE PROVIDER is required to make Safety Assessments on each contact and they must be documented in the case record and provided to the DEPARTMENT within 24 hours of the assessment. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the youth is at imminent risk.
- 3. The SERVICE PROVIDER must submit to the DEPARTMENT'S Contract Monitoring Unit, monthly reports summarizing treatment services provided, the family's progress, and statistical information regarding units of service.
- 4. The SERVICE PROVIDER will complete Eligibility Forms when determined to be appropriate by the DEPARTMENT and the SERVICE PROVIDER is so notified by the DEPARTMENT IN WRITING. Forms will be completed fully and submitted in the time schedules set forth in writing by the DEPARMENT. The eligibility form will be completed for each new youth entering services and, as directed by the DEPARTMENT. The SERVICE PROVIDER will subsequently complete said form on an annual basis.
- 5. The SERVICE PROVIDER, upon written request from the DEPARTMENT, will submit a complete list of all consumers receiving services, which are fully or in part

funded through this AGREEMENT. Said report shall document each consumer and the number of units of service delivered in the given month. SERVICE PROVIDER shall establish criteria and/or methodology for the determination of "unit of service" which shall be approved by the COUNTY.

## F. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that the DEPARTMENT and the SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

## G. YOUTH ADVISORY BOARD

1. The SERVICE PROVIDER shall develop, implement and maintain a Youth Advisory Board consisting of current and if possible previously involved youth.

# **CHAPTER 8: SAFE PASSAGES**

## **OUTREACH, PREVENTION AND DIVERSION SERVICES**

The SERVICE PROVIDER will provide the DEPARMENT with the services described in detail below based upon the unit of service described below.

## A. WORK STATEMENT

 The SERVICE PROVIDER shall perform the non-placement services as outlined in the attached Work Statements attached to the Agreement and incorporated as Exhibit

#### **B. EMERGENCY CONTACT**

 The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT. This service shall be available every day of the year

#### C. CRITICAL INCIDENTS AND REQUIRED NOTIFICATION

- The SERVICE PROVIDER will notify the Department by calling the caseworker, supervisor, contract monitor and/or the CYF Assistant Deputy Director [or CYF Night Intake at (412)473-2000, nights and weekends], immediately in any of the following critical incidents. In addition to completing a Home, and Community Information System (HCSIS) report:
  - a. Death of a child.
  - b. Serious injury or illness involving medical treatment of a child in care.
  - c. Serious emotional or behavioral crisis that may endanger the child in care or others.
  - d. When a child has been subjected to alleged abuse or neglect or has been the alleged victim of assault or other physical or sexual abuse.
  - e. Removal of the child in care from the home by any person or agency other than the placing agency, or any attempts at such removal.
  - f. Any fire or other emergency requiring overnight evacuation of the premises.
  - g. Any exclusion of a child in care from school or involvement with police.
  - Any pending criminal charges or arrests of the caregiver and/or any household member.
  - i. Lawsuits vs the SERVICE PROVIDER
  - j. Lawsuits vs Youth and Subpoenas

- 2. The SERVICE PROVIDER informs the DEPARTMENT as soon as possible, but not more than three working days following any circumstance listed below:
  - a. Any serious illness or death in the household.
  - b. The permanent departure of any member of the household.
  - c. Any other circumstance or incident seriously affecting the child or child's care.

## D. DESCRIPTION OF THE PROGRAM AND MEASUREMENT

- The SERVICE PROVIDER will maintain on file with the DEPARTMENT a current, complete description of the program. (Research evidence to support the efficacy of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31st and July 31st) the SERVICE PROVIDER will provide to the DEPARTMENT data that measures the effectiveness of the program.
- The SERVICE PROVIDER must be familiar with and understand the provisions of the Youth Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

#### E. COOPERATION WITH THE DEPARTMENT

- 1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings so that the DEPARMENT is aware if the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.
- 2. The SERVICE PROVIDER is required to make Safety Assessments on each contact and they must be documented in the case record and provided to the DEPARTMENT within 24 hours of the assessment. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the youth is at imminent risk.
- The SERVICE PROVIDER must submit to the DEPARTMENT's Contract Monitoring Unit, monthly reports summarizing treatment services provided family progress, and statistical information regarding units of service.
- 4. The SERVICE PROVIDER will complete Eligibility Forms when determined to be appropriate by the DEPARTMENT and the SERVICE PROVIDER is notified by the DEPARTMENT in writing. Forms will be completed fully and submitted in the time schedules set forth in writing by the DEPARTMENT. The eligibility form will be

completed for each new youth entering services and, as directed by the DEPARTMENT, the SERVICE PROVIDER will subsequently complete said form on an annual basis.

5. The SERVICE PROVIDER, upon written request from the DEPARTMENT, will submit a complete list of all consumers receiving services, which are fully or in part funded through this AGREEMENT. Said report shall document each consumer and the number of units of service delivered in the given month. SERVICE PROVIDER shall establish criteria and/or methodology for the determination of "unit of service" which shall be approved by the COUNTY.

# F. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that the DEPARTMENT and the SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

# 2. Target Population:

The Safe Passage Prevention and Intervention Program is a holistic youth program designed to provide life skills training, educational preparation and therapeutic support for adolescents and at-risk youth, ages 6-17 (Homewood site) and 6-17 (McKeesport site). Safe Passage provides a safe and secure environment for children and youth in transition, assisting them with navigating through complex systems and life challenges.

3. The SERVICE PROVIDER will provide the DEPARTMENT with the services described in detail below based upon the unit of service described below.

#### G. PROVISIONS OF SERVICES

- 1. The SERVICE PROVIDER shall provide services to youth residing in the East End of Pittsburgh and McKeesport communities.
- 2. The SERVICE PROVIDER will maintain case records of youth's enrollment, i.e. date of birth, correct spelling of name, youth's social security number and mother's

- social security number, youth's address and an emergency phone number to contact the parent
- 3. The SERVICE PROVIDER shall attend all conferencing and teaming meetings when invited.
- 4. The SERVICE PROVIDER shall maintain attendance records for each day the youth receives services.
- 5. The SERVICE PROVIDER shall maintain case notes of the youth's progress or any barriers to progress in the youth's case record.
- 6. The SERVICE PROVIDER shall maintain a record of contacts in the Key Information and Demographic System (KIDS) with the youth at home, in the cultural center or in the community.
- 7. The SERVICE PROVIDER shall enter service units and services into the Provider Service Logs in the Non- Referred section of the Key Information and Demographic System (KIDS) The narrative section shall document time frames for each activity (i.e. 2:45 3:00 pm client transported form the school to the center, 3:00- 3:30 pm client completed academic enrichment services.)
- 8. The SERVICE PROVIDER shall maintain facilities that promote growth and development of youth. This facility shall comply with health and fire codes.
- The SERVICE PROVIDER shall complete an assessment and treatment plan for each youth.
- 10. Group sessions must be documented with dates and times of each session in KIDS. A summary of each group session shall be included in each youth's case record.
- 11. Individual sessions must be documented with dates and times of each session in KIDS. A summary of each individual session shall be included in each youth's case record.
- 12. The Saturday session will only operate between the hours of 10:00 am to 2:00 pm, this includes transportation time.
- 13. The SERVICE PROVIDER must maintain a written policy regarding absenteeism and other attendance related issues related to the cultural center. This policy shall be presented to the parent during intake; the parent must acknowledge receipt of the policy. The parent signed acknowledgment shall be maintained in the youth's case record.
- 14. The SERVICE PROVIDER is required to do Safety Assessments each week for the YOUTH attending every day, should the youth attend sporadically, the safety assessment must be done daily. The safety assessment must be maintained in the

case record and provided to the caseworker, if a youth has an ACCYF caseworker. The Service Provider must notify the Department, by speaking to a live person, immediately if it has been determined that a youth is at imminent risk.

- 15. The SERVICE PROVIDER shall submit to the DEPARTMENT's Contract Monitoring Unit by the 5TH of each month: lesson plans, a monthly calendar of activities with hours of the centers operation, typewritten monthly reports summarizing treatment services to each youth and family, statistical information regarding the units of services-detailing the days of operation, the number of YOUTH served each month, and the YOUTH and families with an active ACCYF case. Again the Service Provider shall submit the aforementioned document by the 5th of each month.
- 16. The SERVICE PROVIDER shall submit a complete list of all consumers receiving services which are fully or part funded by this agreement to the contract monitor, monthly.
- 17. Group and individual field trips are allowable if determined to be program related, eligible activity and of reasonable expense. The SERVICE PROVIDER shall submit a budget and justification for all DEPARTMENT funded trips, follow procedures listed in Chapter 11.
- 18. The SERVICE PROVIDER shall manage the financial resources allocated to them so that all contracted services can be provided for the full length of the contract.

## H. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that the DEPARTMENT and the SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

## I. YOUTH ADVISORY BOARD

1. The SERVICE PROVIDER shall develop, implement and maintain a Youth Advisory Board consisting of current and if possible previously involved youth.

## J. CASE FILE MAINTENANCE:

1. The SERVICE PROVIDER shall maintain all relevant and necessary books, documents and other documentary evidence related to the provision or performance of the services in the program records. This shall include the following program documentation in KIDS and the maintenance of MPER:

1	Treatment plans:
'	·
	A. Timely  B. Relevant
	C. Date of last Treatment Plan
2	Intake Form (includes reason for referral)
3	Academic and Cultural assessment completed
4	Documentation of contacts and progress
5	Grievance procedures (Adhered to, explained to clients)
6	Transportation services, if necessary
	A. Parental Authorization
	B. Absentee Policy (Adhered to, explained to parents)
7	Client services: Frequency and length of one to one sessions—Maintained In KIDS
	and Paper Record.
8	Use of community resources
9	Contact with ACCYF (bi-weekly), is youth is an active with ACCYF
10	Monthly Reports
11	Verification reports were sent to the contract monitor
12	Safety assessments (Weekly or as needed) and submitted to the contract monitor
13	Encounter forms
14	Educational needs addressed IEP: Yes or No
	Grade: Truant:
	Date of last Report Card:
15	Subject area of concern(s) documented
16	Units of service – Documented—Maintained in KIDS
	A. Individual Units
	B. Group Units
	C. Flexible hours of service
17	Total number hours documented
18	Health Education Visitation summary - McKinney Vento Act

# **K. TRAINING**

1. The SERVICE PROVIDER staff are required to have been trained on Child Protective Services Law (CPSL), Mandated Reporting, Safety Assessment reporting; in addition to agency specific trainings outlined in the work statement.

# L. FEDERAL, STATE AND COUNTY REGULATIONS

1. The Service Provider must meet all Federal, State and County regulations for YOUTH who require in home placement services.

## M. DESCRIPTION OF PROGRAM AND MEASUREMENTS

 The SERVICE PROVIDER will maintain on file with the DEPARTMENT a current, complete description of the program. (Research evidence to support the efficacy of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31st and July 31st) the SERVICE PROVIDER will provide to the DEPARTMENT data that measures the effectiveness of the program.

# **CHAPTER 9: MANCHESTER CRAFTSMEN'S GUILD**

## **OUTREACH, PREVENTION AND DIVERSION SERVICES**

#### A. WORKSTATEMENT

1. The SERVICE PROVIDER shall perform services as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A"

#### **B. EMERGENCY CONTACT**

1. The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT. This service shall be available every day of the year including weekends, holidays, and non-business hours.

# C. COOPERATION WITH THE DEPARTMENT

1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings so that the DEPARMENT is aware if the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.

#### D. PROVISION OF SERVICES

- 1. The SERVICE PROVIDER will verify referrals for CYF involved YOUTH through the KIDS system.
- 2. The SERVICE PROVIDER will keep attendance records for all YOUTH in the program.
- 3. The SERVICE PROVIDER will provide monthly individual student progress reports to the CYF caseworker and Contract Monitor.
- 4. The SERVICE PROVIDER shall attend all conferencing and teaming meetings when invited.
- 5. The SERVICE PROVIDER will operate a day program and provide limited transportation.
- 6. The SERVICE PROVIDER will provide Grades and IEP related reports for DEPARTMENT involved YOUTH that are attending from on grounds schools.
- 7. The SERVICE PROVIDER WILL operate a summer program that offers courses to middle school and high school students.

- 8. The SERVICE PROVIDER will operate the Apprentice Training Program and include courses in all four studios Ceramics, Design Arts, Digital Arts and Photography.
- 9. The SERVICE PROVIDER will send a monthly report to the DEPARTMENT contract monitor.
- 10. The SERVICE PROVIDER shall provide busses to downtown Pittsburgh after the evening program ends.
- 11. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT and make available any records of CYF involved YOUTH when requested.
- 12. The SERVICE PROVIDER must be familiar with and understand the provisions of the Youth Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

## E. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that the DEPARTMENT and the SERVICE PROVIDER staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the SERVICE PROVIDER is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

# F. YOUTH ADVISORY BOARD

1. The SERVICE PROVIDER shall develop, implement and maintain a Youth Advisory Board consisting of current and if possible previously involved youth.

## **G. TRAINING**

1. The SERVICE PROVIDER staff are required to have been trained Youth Protective Services Law (CPSL), Mandated Reporting, Safety Assessment reporting; in addition to agency specific trainings outline in the work statement.

## H. DESCRIPTION OF PROGRAM AND MEASUREMENTS

 The SERVICE PROVIDER will maintain on file with the DEPARTMENT a current, complete description of the program. (Research evidence to support the efficacy

# CONTRACT SPECIFICATIONS MANUAL OFFICE OF CHILDREN, YOUTH AND FAMILIES

of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31st and July 31st) the SERVICE PROVIDER will provide to the DEPARTMENT data that measures the effectiveness of the program

# **CHAPTER 10: CONCRETE GOODS – TRIP and Summer Program**

- A. Group and individual field trips are allowable if determined to be program related, eligible activity and a reasonable expense.
  - 1. The Contracted Service is Concrete Goods and Services I Trip I Trip.
  - The DEPARTMENT Program Staff will allocate at the start of a contract year a specific amount for this contracted service.
  - 3. The amounts allocated for trips and summer activities are part of the total program allocation, not in addition to the program allocation.
  - 4. Provider's employee salaries shall not be included in the activities budget.
  - 5. Providers shall submit a schedule of planned trips or other off site activities by April 15, of each contract year.
  - 6. Not less than 45 days prior to the planned trip/ the provider will submit to the DHS/CYF Provider Relations Director office the details of the planned activity.
  - 7. A specific budget must be submitted for the trip or off site activity.
  - 8. A narrative of each proposed expense shall include:
    - a. Purpose of the trip
    - b. Trip Location
    - c. Name of identified lodging
    - d. Trip Dates,
    - e. Specify the number of days and nights,
    - f. Number of trip participants
    - g. Number of staff participants
    - h. Three (3) quotes are required for applicable services i.e. hotel, transportation, etc. Should you choose a vendor that is higher than the lowest quote, justification for the selection must be included.
  - 9. The DEPARTMENT shall approve or deny the request and/or recommend alternatives.
  - 10. The SERVICE PROVIDER shall submit actual costs and original receipts for reimbursement of field trips and will invoice DHS:
  - 11. Concrete Goods and Services / Trip/ Trip invoices and receipts must be submitted to the Financial Manager of the Office of Children, Youth and Families via electronic scan or through the US Postal Service.

## CHAPTER 11 FAMILIES AND COMMUNITIES TEAMING – F.A.C.T.

#### A. WORK STATEMENT

1. The SERVICE PROVIDER shall perform the case management and facilitation service as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A."

## **B. EMERGENCY CONTACT**

1. The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the FAMILIES serviced and the DEPARTMENT. This number must remain active and working and in the event there is a change FAMILIES and the DEPARTMENT will be notified immediately of alternate number. Each family must receive this information at the initial home visit with their person of contacts information and the twenty-four (24) hour emergency access number.

## C. COOPERATION WITH THE DEPARTMENT

1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings so that the DEPARMENT is aware if the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.

#### D. REFERRAL SERVICE INFORMATION AND PROVISION OF SERVICES

- 1. The SERVICE PROVIDER agrees to be able to respond to calls 24 hours, 7 days per week and provide services during those hours.
- 2. The SERVICE PROVIDER is required to make a Safety Assessment for each contact visit and must be documented in the KIDS with 24 hours of the contact. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the youth is at imminent risk. The SERVICE PROVIDER must speak to a live person in this case.
- 3. The SERVICE PROVIDER shall engage the family and their supports to complete a conference and teaming meeting within the first two weeks of the prep meeting without CYF's involvement. If the case has not been taken to conference the service provider shall send a written letter via email explaining the inability to have the family taken to conference within the first two weeks. The letter should be sent within twenty four (24) business hours to the contract monitor giving an explanation as to why no conference has taken place.

4. The SERVICE PROVIDER should be engaging the families and allowing their supports to carry out the needs identified in the family plan. The service provider engagement time with the family is not to exceed nighty days. The written family plan should be provided to all participants within 5 business days. The provider will be involved in activities to enable evaluation services and maintenance of all appropriate records and documentation. The service provider shall attempt to engage the families within five attempts. If in the event the family is not responsive by not wishing to participate voluntarily in services, then the service provider will close out and discontinue their attempts. In the event they initially want to participate and they then change their mind or you are unable to re-engage them after 5 attempts from the initial contact you are to close out services.

## E. SAFETY ASSESSMENT DOCUMENTATION

1. The SERVICE PROVIDER is required to make Safety Assessments on each contact and must be documented in the case record and provided to the DEPARTMENT within 24 hours of assessment. The assessment must assess the youth in their current environment documenting the well-being if the youth, what makes them safe and permanency. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the youth is at imminent risk.

#### F. REPORTS

1. The SERVICE PROVIDER must submit to the Department's Contract Monitor, monthly reports summarizing treatment services provided referrals received, families' serviced, discharges and reason for discharge, along with summary of information that the case is still receiving services. In addition, statistical information of families within the first week of the following month and upon being asked will provide information within twenty-four (24) hours.

## G. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition,

the provider is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

#### H. TRAINING

1. CASE MANAGEMENT AND FACILITATION staff are required to have been trained in Youth Protective Services Law (CSPL), Mandated Reporting, and Safety Assessment reporting, in addition to cultural interventions and/or specific training requirements. Staff must be trainee in the FAST. All conferencing and teaming staff should be proficient at the furthermost within nighty days of new hire or based upon the re-evaluation by the Department of Human Services. The prep with the family supports should occur within the first two weeks of engaging the family at the first home visit. After, the initial conference and teaming meeting the follow-up meeting should not be greater than 30 days. If in the event that the service provider is unable to complete a teaming meeting they are to provide documentation within 24 hours to the contract monitor stating the reasons this has not occurred.

## I. DESCRIPTION OF THE PROGRAM AND MEASUREMENT

1. The SERVICE PROVIDER shall provide case management services consistent with the DHS model of conferencing and teaming. This information is attached to their work statement These activities include use of common assessments tool such as the Family and Strength Tools, facilitation and support of family conferences and team meetings, facilitation of the family creating, adjusting and monitoring a plan of services and activities, integrating professional services and natural supports, and supporting the use of evidence based practices and promising practices as prioritized by DHS.

# **CHAPTER 12: TRANSPORTATION SERVICES**

#### TRAVELER'S AID ONLY

## A. WORK STATEMENT

The SERVICE PROVIDER shall perform the service as outlined in the Work statement(s) attached to the agreement and incorporated as "Exhibit A".

- The SERVICE PROVIDER agrees to provide transportation services to COUNTY DHS Office of Children, Youth and Families' (CYF) consumers. The SERVICE PROVIDER shall review the KIDS referral and Reason for Services to process requisition for the distribution of bus passes, bus tickets and gas cards to consumers.
- 2. The following is the KIDS process that will be used by the SERVICE PROVIDER and the DEPARTMENT for the requisition, distribution, recording, invoicing, verification and review of CYF bus passes, bus tickets and gas cards.
- 3. KIDS requisitions may be initiated by a caseworker, caseworker supervisor or ROD using a KIDS TRAVEL REQUISTION form. All requisitions require three approvals. The caseworker initiating the transaction, caseworker supervisor and Regional Office Director (ROD) or ROD's designee.
- 4. The KIDS requisition forms shall include: case name, name of the parent or guardian picking up the product, case number, regional office location, (Reasons for Services) trip code, trip description, type of transportation being provided (gas card/bus pass, etc.) and the denomination of the gas card being requisitioned.
- 5. The SERVICE PROVIDER shall determine if all requisition forms are completed in its entirety. Partially completed forms will not be advanced for authorization.
  - a. The SERVICE PROVIDER shall accept completed requisition forms, check for approved photo identification (caseworker verifying identification is acceptable), distribute transportation. Using an electronic notebook in KIDS, the SERVICE PROVIDER, and client will sign the requisition form indicating gas card or bus pass was distributed or returned to inventory in the event the item was not picked up.
  - b. The SERVICE PROVIDER shall accept referrals that are not directly between the SERVICE PROVIDER and client. The SERVICE PROVIDER shall review the "Reason for Services" box should someone other than the client picks up a distribution. Court orders are not required for distribution.
  - c. The "Reasons for Service" box should not be left blank. The Required information for this box should include the name and relation to case of the person picking up. Exception to including a name is when a CYF employee or

out of home placement home employee is picking up transportation. If, an out of home placement provider will be picking up transportation they are required to have their photo identification issued from the agency. A State issued ID will not be accepted. No transportation will be issued if the required identification is not presented.

- d. The Release of transportation to an In-home Services employee for delivery to a consumer is prohibited.
- e. The SERVICE PROVIDER may request from a CYF employee (caseworker, case aide) who is picking up transportation to present their county identification). A State issued ID will not be accepted. No transportation will be issued if the required identification is not presented.
- f. The release of transportation to a youth who is not identified on the case is prohibited.
- g. The release of transportation to an adult who is not identified on the case to pick up for another adult is prohibited unless directed by the CYF supervisor, Regional Office Director and/or the Regional Office Director's designee
- h. Youth siblings within the same household or placement may pick up for one another. If they are not in the same household/placement they are not permitted to pick up for the sibling.
- i. The SERVICE PROVIDER shall document and release transportation to be mailed to the caseworker in the "Reason for Services" box.
- 6. The SERVICE PROVIDER will accept unusual circumstance requests when presented by the Regional Office Director, this must be documented in the "Reasons for Services" box.
- 7. The SERVICE PROVIDER must be familiar with and understand the provisions of the Child Protective Services Law of Pennsylvania, Act 148, and mandated reporting procedures.

## **B. RECORDING/INVOICING**

- 1. Electronic files will be maintained and stored in each KIDS case file.
- Each month a Service Log will be generated. The Service Log will sort the information for the items distributed, by CYF regional office for the month. The information included in the Service Log will include; client name, client case number, date of service and services rendered and the cost of the service.
- 3. The Service Log generated by the DEPARTMENT will act as a monthly invoice, and will be used for payment to the SERVICE PROVIDER.

## C. VERIFICATION AND REVIEW

- 1. The SERVICE PROVIDER will perform a monthly review, examining the Service Log for unusual items, reporting any findings to the DHS Office of Administration and the Deputy Director of CYF. Traveler's Aid should perform a monthly reconciliation of bus passes, bus tickets and gas cards distributed and issued to each Regional Office to the totals indicated on the Service Log. The Office of Administration and the Deputy Director of CYF should be notified of all reconciling and extraordinary items.
- 2. At the close of each month, the contract monitoring staff and ROD will be responsible for reviewing the Service Log, which will be sorted by regional office, for the monthly charges associate with their respective offices. The review will include an examination for unusual transactions; such as more than one card for a client and an unusual number of transactions originating with an employee.
- 3. CYF fiscal will also review the Service Log for unusual items, such as a sharp increase or decrease in activity from a particular Regional Office.

# D. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to children, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the provider is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

# **CHAPTER 13: OTHER NON-REFERRED SERVICES**

#### A. WORK STATEMENT

1. The SERVICE PROVIDER shall perform the non-placement service as outlined in the Work Statement(s) attached to the agreement and incorporated as "Exhibit A."

#### **B. EMERGENCY CONTACT**

1. The SERVICE PROVIDER shall provide twenty-four (24) hour emergency access phone numbers to the DEPARTMENT. This service shall be available every day of the year including weekends, holidays, and non-business hours.

## C. COOPERATION WITH THE DEPARTMENT

- 1. The SERVICE PROVIDER shall work cooperatively with the DEPARTMENT. It is the joint responsibility of the DEPARTMENT and the SERVICE PROVIDER to resolve all differences regarding recommendations for treatment and case planning for the DEPARTMENT clients prior to all court hearings. The SERVICE PROVIDER shall submit to the DEPARTMENT their recommendations for treatment and service planning two weeks prior to the scheduled court hearings so that the DEPARMENT is aware if the SERVICE PROVIDER recommendations are in conflict with the recommendations of the DEPARTMENT.
- 2. The SERVICE PROVIDER shall enter information into KIDS documentation and maintain their profile in the Master Provider Enterprise Repository
- The SERVICE PROVIDER is required to make Safety Assessments on each contact and must be documented in the case record and provided to the DEPARTMENT within 24 hours of assessment. The SERVICE PROVIDER must notify the DEPARTMENT immediately if it has been determined that the child is at imminent risk.
- 4. The SERVICE PROVIDER must submit to the Department's Contract Monitoring Unit, monthly reports summarizing treatment services provided family progress, and statistical information regarding units of service.
- 5. The SERVICE PROVIDER will complete Eligibility Forms when determined to be appropriate by the DEPARTMENT and the SERVICE PROVIDER is so notified by the DEPARTMENT in writing. Forms will be completed fully and submitted in the time schedules set forth in writing by the DEPARTMENT. The eligibility form will be completed for each new child entering services and, as directed by the DEPARTMENT, the SERVICE PROVIDER will subsequently complete said form on an annual basis.
- 6. The SERVICE PROVIDER, upon written request from the DEPARTMENT, will submit a complete list of all consumers receiving services, which are fully or in part

funded through this AGREEMENT. Said report shall document each consumer and the number of units of service delivered in the given month. The SERVICE PROVIDER shall establish criteria and/or methodology for the determination of "unit of service" which shall be approved by the DEPARTMENT.

#### D. DESCRIPTION OF THE PROGRAM AND MEASUREMENT

 The SERVICE PROVIDER will maintain on file with the DEPARTMENT a current, complete description of the program. (Research evidence to support the efficacy of the program will be included or the rationale for the program based on a logic model). Twice annually (by January 31st and July 31st) the SERVICE PROVIDER will provide to the DEPARTMENT data that measures the effectiveness of the program.

## E. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to YOUTH, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the provider is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

#### **CHAPTER 14: GENERAL CONTRACT PROVISIONS**

For all services funded through the Allegheny County Department of Human Services, Office of Children, Youth and Families and/or Allegheny County Juvenile Court, the following applies:

**WHEREAS**, the DEPARTMENT has the authority and duty to provide services for children and youth by reason of:

- 1. Article VII and Article IX of the Act of June, 1967, P.L. 31, known as the Public Welfare Code, as amended by the Act of July 5, 1976, P.L. 846, No. 148 (62 P.S. Article IV and VII);
- 2. The Juvenile Act, 42 PA C.S. secs., 6301-6365 (relating to juvenile matters)
- 3. Act of November, 1976, P.L. 438, No. 124, as amended (11 P.S. Section 22012224) known at the Child Protective Services Law; and

**WHEREAS**, the DEPARTMENT desires to utilize the services and facilities of the SERVICE PROVIDER for the children and/or families to be served by the SERVICE PROVIDER; and

**WHEREAS**, the SERVICE PROVIDER, when appropriate, is certified and approved by the Pennsylvania Department of Public Welfare to provide services for children and youth/families, and is desirous of making such services available to the DEPARTMENT; and NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows:

#### I. ADMINISTRATIVE PROVISION

With respect to all provisions of this AGREEMENT wherein the obligated party is stated to be the DEPARTMENT, the parties agree:

- A. The DEPARTMENT shall be the obligated party concerning matters affecting delinquent children when the DEPARTMENT, through its agency, the Juvenile Court, has referred the child/family for services to the SERVICE PROVIDER.
- B. The DEPARTMENT shall be the obligated party concerning matters affecting dependent children when the Department of Human Services' Office of Children, Youth and Families has referred the child/family for services to the SERVICE PROVIDER.
- C. This AGREEMENT is subject to all applicable provisions of State and Federal law and regulations related to the provision, delivery, and funding of services to children, youth and families including but not limited to ChildLine and Criminal Clearances and all other DPW OCYF Bulletins.

- D. The SERVICE PROVIDER for and in consideration of the compensation hereinafter set forth, agrees to provide services to children, youth and families referred to it by the DEPARTMENT and accepted by the SERVICE PROVIDER pursuant to the Family Service Plan. The SERVICE PROVIDER shall attend and participate in the development of said plan when invited by the DEPARTMENT and having received a minimum of ten (10) days advance notice of such meetings.
- E. It is the responsibility of the SERVICE PROVIDER to ensure representation at all permanency-planning meetings, court hearings, case reviews, etc.
- F. Written Reports & Photographs of Children Subject to Report Allegheny County's Department of Human Services, Office of Children, Youth and Families (CYF) moved to electronic storage of investigative and developmental photographs of children subject to report. Pursuant to Chapter 63 Child Protective Services, subchapter 6313, Reporting Procedures, the DEPARTMENT now requires the receipt of these photographs in an electronic format.

Current procedure dictates that investigative photographs from those required to report to the DEPARTMENT are forwarded as hard copy photographs via U.S. mail, with the mandated information recorded on each photograph. This practice will continue. In addition, an electronic copy in a standard digital format is also required. Based upon the information recorded on the back of each photograph, the DEPARTMENT will store the digital photograph pertinent to the child and investigation electronically in a secure environment.

For submission, please submit any standard JPEG file on any of the following media types to supplement the current reporting process:

- CD (CD-ROM, CD-R, CD-RW)
- DVD (DVD+R, DVD+RW, DVD-R, DVD-RW, DVD-ROM)
- SD (Secure Disk) Card
- SmartMedia/xD Picture Card
- CompactFlash (I/II, MS PRO/MS PRO Duo)

It is important to note that the media containing the photographs will not be returned after submission.

#### A. PROVISION OF SERVICES

The SERVICE PROVIDER shall maintain for each child/family a record that is adequate for:

1. Planning and continuously evaluating the child's/family's habilitation program; identifying specific goals and the means by which these goals are to be achieved;

- 2. Providing a means of communication among all persons contributing to the child's/family's habilitation program.
- 3. Furnishing documentary evidence of the child's/family's progress and of their response to the habilitation program;
- 4. The SERVICE PROVIDER shall submit Outcome Information to the
- DEPARTMENT regarding each child/family served under this AGREEMENT. The information will be provided not less than quarterly, in a standard format designated by the Allegheny County Outcomes Collaborative and accepted by the DEPARTMENT.
- 6. The DEPARTMENT may request and shall be provided such service data from the SERVICE PROVIDER for use in research and evaluation and said documentation shall serve as a basis for review, study, and evaluation of the programs provided to the client(s) by the SERVICE PROVIDER; protecting the legal rights of the child/family.
- 7. Any changes to the services under the AGREEMENT that result in changes in the approved activities or the location of activities or the addition, reduction or deletion of services to be purchased by the DEPARTMENT from the SERVICE PROVIDER under this AGREEMENT must receive prior written approval from the Allegheny County Department of Human Services' (DHS) Director.
  - The SERVICE PROVIDER requesting change must submit a written request to the DHS Director and the DHS Deputy Director for the Office of Children, Youth and Families, at least ninety (90) days prior to the anticipated change.
  - Note that reductions in service may result in reduction in funding as more fully stated in Exhibit B, Payment Provisions.
- 8. The SERVICE PROVIDER shall report to the DEPARTMENT all unusual incidents and child abuse described in the Pennsylvania Code Title 55 Chapter 3680.21 "Reports of Unusual Incidents and Child Abuse."
- 9. Confidential information concerning the consumer and/or their family, which is available to the SERVICE PROVIDER, shall be made available to those responsible for treatment in other service systems within the DEPARTMENT, State institutions, or by other SERVICE PROVIDERS. Consent from the consumer for the release of such information shall be provided for in accordance with applicable regulations.
- 10. The SERVICE PROVIDER shall comply with the Child Death Review Protocols established by the Department of Public Welfare and promulgated in DPW's Office of Children, Youth and Families Bulletin #3490-00-01 published October 10, 2000.

#### **B. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION**

1. The SERVICE PROVIDER shall be responsible for providing services to YOUTH, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the provider is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

# C. LICENSURE/PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE CERTIFICATION

- The SERVICE PROVIDER shall furnish documentation of its approval or licensure by the appropriate State agencies to provide service(s) herein agreed upon and shall provide to the County an updated license when recertified by the appropriate agency.
- 2. The SERVICE PROVIDER shall notify the DEPARTMENT immediately by phone of any loss of PA DPW certification or other appropriate State agency license for any of the service(s) being provided to the DEPARTMENT under the terms of this AGREEMENT. The SERVICE PROVIDER shall follow-up said notification with written verification within five (5) working days.
- 3. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within five (5) working days of any action by the appropriate State agencies which results in a provisional license or certification for any of the service(s) being provided to the DEPARTMENT under the terms of this AGREEMENT. The DEPARTMENT may request copies of all Plans of Correction

#### D. COMPLIANCE WITH CHILD PROTECTIVE SERVICES LAW

1. The SERVICE PROVIDER shall comply with the provisions of the Child Protective Services Law (Act of November 26, 1975, P.L. 438, No. 124, 11 P.S. sections 2201-2224, as amended by the Act of June 10, 1982, P.L. 124, No. 135; as amended by the Act of October 21, 1983, P.L. 124, No. 42; as amended by the Act of July 1, 1985, P.L. 124, No. 33; as amended by the Act of November 6, 1987, P.L. 124, No. 80; as amended by Act 179 of 2006; as amended by Act 73 of 2007) and all regulations promulgated thereunder (55 PA Code, Chapter 3490).

- 2. Maintain full compliance with Pennsylvania State Regulations on limited English proficiency.
- 3. Maintain full compliance with visitation schedules between children in placement and parents and children in placement and siblings. At no time shall any visitation or phone contact be withheld as punishment.

#### E. NON-COMPLIANCE

- Should the SERVICE PROVIDER not comply with all terms of this AGREEMENT, the DEPARTMENT shall notify the provider of the specific area of non-compliance in writing. The DEPARTMENT may withhold all funding to the program(s), which is/are not in compliance with the terms of this AGREEMENT until the SERVICE PROVIDER corrects the area(s) of non-compliance.
- 2. Should the SERVICE PROVIDER not correct the area(s) of noncompliance within thirty (30) days of notification, the DEPARTMENT's financial obligation to the SERVICE PROVIDER for cases affected by the non-compliance may be reduced up to one-half effective to the date of notification of non-compliance referenced above and continuing until deficiency is mitigated.

#### CHAPTER 15: KEY INFORMATION AND DEMOGRAPHICS SYSTEMS (KIDS)

Key Information and Demographics System (KIDS) is a web-based case management tool for the Allegheny County Department of Human Services (DHS) Office of Child, Youth, and Families (CYF). KIDS allows CYF staff to track daily activities from the initial report of child abuse through investigation, service provision, foster care placement, and adoption. KIDS also includes functionality for supporting court, fiscal, and provider management.

The SERVICE PROVIDER will comply with all functional requirements of the KIDS program, including, but not limited to:

- Upgraded Bulletin Board Functionality which consolidates and replaces the existing In-Home and Placement Bulletin Boards
- Electronic Progress Reporting include Documenting Service Hours which allows for greater coordination of service delivery
- **Electronic Tracking of Services** which provides better notification of approvals, critical dates, and reauthorizations
- Electronic Completion of Contact Information and Safety Assessments which allows for better reporting on service delivery and outcomes
- Online Access to Case Records and Information which reduces paperwork and faxing/mailing documents to CYF

The SERVICE PROVIDER will enter data.

#### A. SEXUAL ORIENTATION, GENDER IDENTITY AND EXPRESSION

1. The SERVICE PROVIDER shall be responsible for providing services to YOUTH, youth and families regardless of their sexual orientation, gender identity, or gender expression. All sexual orientations, gender identities and expressions are to be affirmed, and no efforts shall be made to change any client's identity or expression thereof. DHS has developed a series of Lesbian, Gay, Bi-Sexual, Transgender, and/or Queer (LGBTQ) Standards of Practice, which are fundamental guidelines that help to ensure that DHS and provider staff are using best practices and honoring regulatory requirements in their work with the individuals they serve and with their colleagues. The SERVICE PROVIDER shall be responsible for implementing these and future Standards across their service array. In addition, the provider is responsible for ensuring that all staff will be trained on sexual orientation, gender identity and expression within 6 months of employment.

## APPENDIX A THE CHILD PROTECTIVE SERVICES LAW

# COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE THE CHILD PROTECTIVE SERVICES LAW

Title 23 Pa. C. S. A. Chapter 63



#### OFFICE OF CHILDREN, YOUTH AND FAMILIES COV 168 - 3/99

#### **Child Protective Services Law**

Cross References. Section 6343 is referred to in section 6340 of this title.

§ 6344. Information relating to prospective child-care personnel.

- **A. Applicability.** --This section applies to all prospective employees of child-care services, prospective foster parents, prospective adoptive parents, prospective self-employed family day-care providers and other persons seeking to provide child-care services under contract with a child-care facility or program. This section does not apply to administrative or other support personnel unless their duties will involve direct contact with children.
- **B.** Information submitted by prospective employees. -- Administrators of child-care services shall require applicants to submit with their applications the following information obtained within the preceding one-year period:
- Pursuant to 18 PaC.S. Ch. 91 (relating to criminal history record information), a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa.C.S. § 9121(b) (2) (relating to general regulations).
- A certification from the department as to whether the applicant is named in the central register as the perpetrator of a founded report of child abuse, indicated report of child abuse, founded report for school employee or indicated report for school employee.
- Where the applicant is not a resident of this Commonwealth, administrators shall require the applicant to submit with the application for employment a report of federal criminal history record information. The applicant shall submit a full set of fingerprints to the department. The department shall submit the fingerprints to the Federal Bureau of Investigation in order to obtain a report of Federal criminal history record information and serve as intermediary for the purposes of this section.

For the purposes of this subsection, an applicant may submit a copy of the required information with an application for employment. Administrators shall maintain a copy of the required information and shall require applicants to produce the original document prior to employment.

#### C. Grounds for denying employment

1 In no case shall an administrator hire an applicant where the department has verified that the applicant is named in the central register as the perpetrator of a founded

report of child abuse committed within the five-year period immediately preceding verification pursuant to this section.

- In no case shall an administrator hire an applicant if the applicant's criminal history record information indicates the applicant has been convicted of one or more of the following offenses under Title 18 (relating to crimes and offenses) or an equivalent crime under Federal law or the law of another state:
  - Chapter 25 (relating to criminal homicide).
  - Section 2702 (relating to aggravated assault).
  - Section 2709 (relating to harassment and stalking).
  - Section 2901 (relating to kidnapping).
  - Section 2902 (relating to unlawful restraint).
  - Section 3121 (relating to rape).
  - Section 3122.1 (relating to statutory sexual assault).
  - Section 3123 (relating to involuntary deviate sexual intercourse).
  - Section 3124.1 (relating to sexual assault).
  - Section 3125 (relating to aggravated indecent assault).
  - · Section 3126 (relating to indecent assault).
  - Section 3127 (relating to indecent exposure).
  - Section 4302 (relating to incest).
  - Section 4303 (relating to concealing death of child).
  - Section 4304 (relating to endangering welfare of children).
  - Section 4305 (relating to dealing in infant children).
  - A felony offense under section 5902 (b) (relating to prostitution and related offenses).
  - Section 5903(c) or (d) (relating to obscene and other sexual materials and performances).
  - Section 6301 (relating to corruption of minors).
  - Section 6312 (relating to sexual abuse of children).
  - The attempt, solicitation or conspiracy to commit any of the offenses set forth in this paragraph.

In no case shall an administrator hire an applicant if the applicant's criminal history record information indicates the applicant has been convicted of a felony offense under the act of April 14, 1972 (P.L.233, No. 64), known as the controlled substance, drug, device and cosmetic act, committed within the five- year period immediately preceding verification under this section.

#### D. Prospective adoptive or foster parents.

With regard to prospective adoptive or prospective foster parents, the following shall apply:

- In the course of causing an investigation to be made pursuant to section 2535(a) (relating to investigation), an agency or person designated by the court to conduct the investigation shall require prospective adoptive parents to submit the information set forth in subsection (b)(1) and (2) for review in accordance with this section.
- In the course of approving a prospective foster parent, a foster family care agency shall require prospective foster parents to submit the information set forth in subsection (b) (1) and (2) for review by the foster family care agency in accordance with this section.

## **APPENDIX B Home Study Certification Letter**

(Provider's Letterhead)		
I	(Executive Director)	of
(Agency name) do hereby affirm and certi	fy that	(agency
Name) is in compliance with all Allegheny	County Children, Youth and Families	s (CYF)
Policies and procedures, 3800 Regulation	ns and Act 160.	
	_ (Signature of Executive Director)	
	_ (Date)	

#### Amendments to provider contracts – Education Screening Tool responsibilities

The OCYF provider shall complete the Education Screening Tool (EST) via KIDS web based case management system as described below. Supporting resources for this effort can be found on the following web sites: www.alleghenycounty.us/dhs/education/index.aspx www.alleghenycounty.us/dhs/professionaldevelopment.aspx

As it is viewed as a snapshot of educational performance for the child, after the EST is finalized, OCYF provider shall resolve any educational concerns identified on the EST.

#### Interval:

Education Screen to be completed on every school aged child actively receiving services from CYF in the following intervals: One time a year for children living at "home"

Every six months for children in "care" Within 30 days of any change in placement and/or chance in goal or plan

Please complete paperwork in conjunction with the Placement Service Plan (PSP), the In Home Service Plan (IHSP) or the ILSP. If your agency does not complete a PSP, IHSP or ILSP, please complete paperwork at the time of CYF Family Service Plan (FSP).

#### Hierarchy of Responsibility:

Placement provider completes initial EST, subsequent ESTs, 30-day EST (if new placement) and addresses all follow up steps.

\*note – If a DHS Independent Living Education Liaison is assigned to a child, he/she will take over screening responsibilities after the initial screen is done.

#### Independent Living

\*note – When any contracted Independent Living Provider is assigned to a child Independent Living Provider is always responsible for every EST and follow up step after the 30-day initial EST completed at the time of placement.



LOPATA, LINDA

#### **Background: Creation of the Training Standards**

Training Standards Work Groups were held over four sessions July through August 2015. The sessions were facilitated by the Families for Teens Training Coordinator and attended by staff (trainers and supervisors) from the following agencies: Auberle, The Bair Foundation, Bethany Christian Services, Every Child Inc., Gwen's Girls, Mon Yough Community Services, Pressley Ridge, Project STAR, Three Rivers Adoption Council, Three Rivers Youth, and Wesley Spectrum Services, as well as a representative from the Statewide Adoption and Permanency Network.

The overarching goal of these sessions was to develop a set of best practice training standards for resource parents. Overall, the work group participants agreed that deliberate training and development of resource parents is needed. The following standards reflect the consensus of the workgroup and are adopted by the Office of Children, Youth and Families:

#### **Training Standards for Pre-Service Resource Parent Training**

Resource Parents are required to attend, at minimum, 24 hours of training plus First Aid/CPR training prior to certification. Agencies have the option of requiring more than 24 hours of training depending on their training model, but no less than 24 hours of pre-service training. Classroom trainings are preferred when there are two or more families registered. The curriculum should be in writing, the trainer trained in the curriculum and the same information should be presented to each resource family coming through the process.

Pre-Service trainings need to cover the following list of topics. These topic requirements can be met throughout the agency's training model (each topic is not necessarily a separate training). The Pre-Service training should be heavily knowledge and value based, providing a solid foundation of information for Resource Parents to grow from. The list is as follows:

#### **Child Development Topics**

- Typical Child Development Milestones
- Typical Cognitive, Social, Emotional,
   Physical, Communication Development
- Appropriate/Typical Child Sexual Development
- Teen Development
- Trauma's impact on the brain's development

#### **Grief and Loss Topics**

- Teen Expression of Grief
- Children's Expression of Grief

#### **Trauma Topics**

- Drug and Alcohol Use Exposure
- Sexual Abuse and its Effects
- Physical Abuse and its Effects
- Neglect and its Effects
- Exposure to Domestic Violence and its effects
- Issues in utero
- Disruption Awareness and Prevention
- Definitions of Grief
- Definitions of Loss
- Healing from Grief how is this different for a child/youth

- Ways Trauma impacts the healing process
- Provide explanations of the losses children face in the system
- Engage resource parents in reflection about their own losses, and if they are in a position to parent the child who is actively grieving

#### **Attachment Topics**

- What is attachment and why is it important?
- Typical Attachment Cycle and Development
- Teen Attachment Development
- Explanation of how relational trauma impacts attachment development

#### **Parenting Topics**

- How to manage parenting birth children and children placed in your home
- Basic Parenting Skills (engaging with children/youth, discipline vs. punishment etc.)
- Trauma Informed/Attachment Focused Parenting
- Normalcy standards
- Parenting Concerns with System Involvement
- Parenting Teens with a trauma informed focus
- Engage resource parents in reflection of what they have learned from their parents
- Behavior as a language
- What are the resource parents' expectations and motivations?
- What are the resource parent's buttons/triggers?
- Fertility Issues

#### **Legal and System Topics**

- How the system works
- Visitation
- Concurrent Planning
- ASFA
- Act 101
- Teamwork
- Roles of Team Player
- Rights of Resource Family
- Child's Experience in System
- Hearing Etiquette

#### **Children in Care Topics**

- Demographics of children/youth in care
- Typical Experiences of children in care
- Mental Health Diagnosis PTSD, Attachment Disorders, ADHD, ODD, Autism
- Typical Education Issues
- Possible triggers in children/youth for behavioral concerns
- Birth Family Relationships
- Sibling Loss/Relationships
- The Triad relationship
- Strengths and Normalcy in children in care
- Drug and Alcohol use in youth

#### *Identity/Culture Topics*

- LGBTQ Identity in Kids
- Racial Identity in Kids
- Considerations in becoming an interracial family
- Family Culture/Traditions (family culture as the type of environment, how conflict is handled, how joys are celebrated, how affection is displayed etc.)
- Community Environments

#### **Support Topics**

 Crisis Response – how to prevent a crisis, triggers/baseline, de-escalation, recovery after crisis, protocol for crisis, definition of a crisis

#### **Necessary Skills**

- Healing Responses to Behaviors/ Thoughtful Consequences/Discipline techniques aimed at the core needs of child, not behavior
- How to use Strength Based Parenting
- Skills for teaching self-regulation
- Skills to help a child/youth heal from trauma
- How to Advocate for a child in the following areas: Court, Education, Mental Health, Developmental Services
- Parenting techniques to use with a grieving child
- Attachment development skills
- Parenting Techniques: Contracts,
   Sharing Power, Picking battles
- Flexibility in parenting structure, fun, play
- Skills for participating in a meeting
- Self-Care and Self-Regulation for Resource Parents

- What are resources, services and providers
- Internal and External Supports
- Support System

#### **In-Service Resource Parent Training**

All families will be required to obtain at minimum 12 hours of in-service training per year.

The content of the trainings will focus on the Core Training Topics (see below) and each training will identify what Core Training Topics it addresses. These trainings will be heavily focused on skill and value building.

In addition, a Resource Parent Development Plan will be created for each resource family at the initial certification and updated at the yearly re-certification meetings. This plan will identify strengths and needs identified by the family and provider agency over the course of the previous year. Each update will address how the previous year's needs were met and if it continues to be a need. Each resource family's plan will identify three Core Training Topics (six training hours) that the family will obtain training in during the year. These topics must be met through classroom trainings. The Core Training Topics include:

- Cultural Competency (this can include topics such as: LGBTQ Issues, Interracial Families, Current Drug Trends, Current Event Issues, etc.)
- Attachment Based Parenting Skills (this can include topics such as: parenting intervention, attachment development etc.)
- Discipline (this can include topics such as: appropriate discipline techniques for trauma exposed children, age appropriate discipline techniques etc.)
- Trauma and Loss (This can include topics such as: grief and loss, helping children heal, brain development and trauma etc.)
- Crisis Response
- Birth Family/Triad Relationships
- Navigating the System (This can include topics such as: teamwork in the system, the court system, reunification and visits, etc.)
- Child Development
- Placement Preservation (this can include topics such as: recognizing the signs of a disruption, self-care and respite issues, etc.)
- Voices of the System (Panel Trainings)

The remaining 6 training hours can be obtained through traditional (i.e. classroom, conferences etc.) or non-traditional training techniques (i.e. books, online training, support groups etc.). The topics of these trainings will be based on each individual family's development needs and interests. Furthermore, first year families are required to attend at least one support group prior to being recertified.

#### **Additional Development Opportunities for Resource Families**

Resource Parent Exposure to Children and Youth

The work group participants agreed that more exposure to children and youth prior to their placement in the resource family's home was important. One of the ways that was suggested to address this was through panels. The Allegheny County Department of Human Services (DHS) will coordinate panel

discussions featuring voices of youth, resource parents, families of origin and others and providers will be able to coordinate access to these discussions for resource families in their network.

Using Home Visits to Support Resource Parent Development

Lastly, the work group participants reported that it would be helpful to have access to guided discussion "packets" in which workers can take out to families during home visits to further resource parent development in that way. Topics that these packets should touch on are: Core Training Topics, Teamwork, Courtroom and Meeting Etiquette, Parenting Specific Behavioral Issues and Role Playing Tough Conversations. DHS will make this packet available to providers.