

STANDARDS OF PRACTICE

PURPOSE

These Standards of Practice were developed to ensure safe, consistent care to justice-involved individuals by establishing the minimum acceptable requirements and responsibilities of a Registered Service Provider. Specific service expectations will be found in the Adult and Juvenile Service Definitions.

DEFINITIONS

*An individual Registered Service Provider or individual employee of a Registered Service Provider shall be referred to as **PROVIDER**.*

*The Administrative Office of the Courts & Probation shall be referred to as **PROBATION**.*

*A Justice-Involved Individual shall be referred to as **CLIENT**.*

ACCREDITATION

PROVIDER is encouraged to have accreditation from a national organization such as Commission on Accreditation of Rehabilitation Facilities (CARF), Council on Accreditation (COA), The Joint Commission, etc. Should the PROVIDER be accredited, upon PROBATION's request, PROVIDER shall provide documentation related to current accreditation to PROBATION. If PROVIDER is not accredited from a national organization, PROVIDER shall, upon request, provide documentation of compliance with all requirements outlined in the Standards of Practice.

ADMISSION and DISCHARGE REQUIREMENTS

ADMISSION

PROVIDER shall deliver all services based on an individualized plan. CLIENT needs, strengths, preferences and goals shall serve as the framework for the development of the individualized plan. The individualized plan reflects the participation of CLIENT's family/support system unless such participation is not beneficial to CLIENT (i.e. participation is prohibited from a legal entity). PROVIDER shall develop the individualized plan in coordination with CLIENT's probation/problem-solving court officer to ensure the service addresses identified criminogenic risk and need factors. PROVIDER shall develop the individualized plan and shall deliver services in a manner consistent with the PROBATION service definitions, including dosage and intensity.

DISCHARGE

PROVIDER will collaborate with PROBATION and proactively plan for the discharge of CLIENT from any residential/out-of-home placement. PROVIDER will utilize a trauma-informed approach to prepare CLIENT for transition and will collaborate with PROBATION to ensure the most appropriate post-discharge placement/setting is available for CLIENT prior to discharge. When CLIENT's discharge is not planned, PROVIDER shall work collaboratively with PROBATION to determine the most appropriate transition or post-discharge placement/setting for CLIENT.

DISCHARGE - YOUTH ONLY

Unplanned discharges for court ordered placements require a 14 calendar-day notice. Provider shall submit intent of an unplanned discharge to Probation, who will notify the court. During the 14 calendar-day timeframe, PROVIDER shall use a trauma-informed approach to prepare

CLIENT for impending discharge and will work collaboratively with PROBATION to determine the most appropriate transition. A 14 calendar-day written notice is not required when PROVIDER and PROBATION mutually agree on a planned discharge or when transition to a lower level of care is possible.

IMMEDIATE PLACEMENT – YOUTH ONLY

The Office of Probation Administration may make an immediate change in placement without court approval only if the juvenile is in a harmful or dangerous situation (e.g. natural disaster). Approval of the court shall be sought within twenty-four hours after making the change in placement or as soon thereafter as possible. The office shall provide all interested parties with a copy of any report filed with the court by the office pursuant to this subsection. Reference NE Revised Statute 43-297.01. Probation Officers will work collaboratively with facility staff or foster parent(s) to determine if an immediate change in placement is necessary. The team will work collaboratively to execute a plan for the youth's immediate placement. The youth's educational, environmental, and emotional needs will all be addressed in this plan.

BACKGROUND CHECKS

PROVIDERS having direct contact with youth or adult CLIENTS must complete the following background checks upon hire and at least every three (3) years on her/himself and on each job applicant or volunteer/intern 19 years of age or older prior to registering or hiring:

- Statewide Criminal History Check
- Nebraska- Department of Motor Vehicles (DMV)
- Nebraska State Patrol (NSP)
- Nebraska Child and Adult Abuse and Neglect Central Registry
- Nebraska Sex Offender Registry
- National Sex Offender Public Website

Documentation of the items listed above must be kept for 7 years and available for review by PROBATION.

If the applicant has lived outside of Nebraska within the last five years, equivalent background checks must be obtained from all states, in which the prospective applicant has resided, with any cost being borne by the provider or applicant. PROBATION reserves the right to conduct background checks on the PROVIDER at any time deemed appropriate. Upon PROBATION's request, PROVIDER shall provide information related to background checks and policy to PROBATION to ensure PROVIDER and/or staff do not engage in, or have a history of, behaviors injurious to, or which may endanger, the health or morals of any CLIENT. After the initial background check, PROVIDER shall have a process to ensure employees having been found to have received new law violations after initial hire and background check are identified and managed according to PROVIDER's written policy.

CONFLICT OF INTEREST

PROVIDER shall not:

1. Accept or receive gifts or gratuities, with financial value or otherwise, from any CLIENT or persons associated with any CLIENT, or
2. Misuse confidential information, or
3. Use or attempt to use any official position to secure unwarranted privileges or exemptions for themselves or others, or

4. Be allowed to maintain status as a Registered Service Provider if PROVIDER is under any form of community-based supervision, voluntary or otherwise, or if PROVIDER is sentenced to a period of incarceration.

CODE OF ETHICS

PROVIDER shall subscribe to a code of ethics and ensure that it is being upheld in the delivery of services to all CLIENTs. PROVIDERS who do not have a state- or nationally-recognized, mandated code of ethics must make available to PROBATION, upon request, their code of ethics.

CULTURALLY SENSITIVE PROGRAMMING

PROVIDER shall interact in ways that are individualized, strengths-based, culturally diverse (recognizes and respects other cultures), developmentally appropriate, trauma informed and sensitive to the client's needs. PROVIDER shall utilize clear and understandable language (utilizing interpreters fluent in a CLIENT's native language) when discussing issues related to informed consent, treatment and programming. PROVIDER will take all steps necessary to communicate with CLIENT. PROVIDER is responsible for identifying languages and staff who are fluent in the specific language. PROVIDER is responsible for paying for interpreter services. When PROVIDER is completing a court-ordered evaluation, PROBATION can assist with identifying a court-certified interpreter PROVIDER shall verify authorization and maintain documentation in CLIENT files. Providers shall not utilize a CLIENT's family members for interpreting.

DATA OWNERSHIP AND COPYRIGHT

All data collected as a result of service provision shall be property of PROBATION. PROVIDER shall not copyright any of the copyrightable material produced in conjunction with the performance required under the service definitions without written consent from PROBATION. PROBATION hereby reserves a royalty-free, nonexclusive, and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the copyrightable material for state government purposes.

EVIDENCE-BASED PRACTICES

Per the Nebraska State Probation Mission statement, evidence-based practices are utilized to ensure the delivery of seamless services. Regardless of accreditation status, PROVIDER shall follow evidenced-based or promising practices in providing services to every CLIENT.

1. Assess Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Training with Directed Practice
5. Increase Positive Reinforcement
6. Engage Ongoing Supports in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

INCIDENTS

PROVIDER is responsible for reporting to PROBATION if a CLIENT has an unauthorized leave from services.

PROVIDER shall **immediately** notify local probation staff (probation/problem-solving court officer, supervisor, and/or Chief) of the death, serious injury, or Significant Incident (as defined below) of any CLIENT during the course of services. PROVIDER will have a signed consent

form authorizing the release of information to communicate with local probation staff and with PROBATION. Such notification shall be verbal, either by telephone or in-person.

Significant Incidents include, but are not limited to, the following:

1. CLIENT is a victim and/or initiator of alleged physical and/or sexual assault (i.e. a situation that rises to the level of contacting authorities, a weapon is involved, circumstances are out of the ordinary, etc.);
2. CLIENT sustains a significant injury that requires medical attention;
3. An event that has the potential to involve media exposure or that may be subjected to a high level of scrutiny or public interest;
4. A situation which could result in the need to contact the Department of Health and Human Services Division of Public Health - Licensure Unit (i.e. safety of CLIENT is of concern);
5. Circumstances demonstrate potential ethical concerns.

INDEPENDENT ENTITY

PROVIDERS shall not be deemed as employees of PROBATION; each PROVIDER is an independent entity. The provider will have full authority over personnel, comply with all worker's compensation and employer's liability law and follow all federal, state, county and municipal laws, ordinances, rules and regulations. Nothing contained in this document shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

INSURANCE COVERAGE

PROVIDER shall maintain general and professional liability insurance coverage for themselves and their respective physicians, practitioners, employees and other professionals in connection with obligations under these *Standards of Practice*. Such coverage shall be in effect at all times during the term of the services, in amounts no less than \$1,000,000 per occurrence and \$3,000,000 aggregate per policy year. The general and professional liability insurance provided hereunder shall meet the requirements of Nebraska law. Documentation of insurance coverage shall be provided upon request.

Additionally, PROVIDER shall maintain the necessary motor vehicle liability insurance for transporting CLIENTs (as applicable).

PAYMENT FOR SERVICES

PROVIDER must have a voucher prior to implementation of any service. If PROVIDER provides a service for which PROVIDER is not registered, PROVIDER will not be paid. Acceptance of an incorrect voucher will result in non-payment.

*For additional guidance, refer to financial assistance program rules.

OUT-OF-HOME PLACEMENT/OUT-OF-HOME SETTINGS (Juvenile Only)

Admission: To ensure immediate placement, PROVIDER shall indicate an exact admission date so a youth is not waiting for placement openings for several months. If PROVIDER cannot state an exact admission date, PROVIDER will need to indicate an approximate admission date. PROVIDER must have clear policies and practices regarding determination of an admission date. If placement is not expedited, PROBATION will continue to look for placements with other PROVIDERS.

Transportation: PROVIDER is responsible for providing transport as necessary to and from dental and medical appointments, school, court, therapy, home visits and routine day-to-day activities as outlined in the applicable Service Definition.

Any transportation exceptions will be requested through PROBATION. If parent/guardian transportation assistance is necessary, PROVIDER may request case-by-case approval from PROBATION; PROBATION will assess all options and determine approval or denial.

Communication: PROVIDER is responsible for fully engaging the family and the probation/problem-solving court officer to ensure successful transition planning/preparation for CLIENT transitions to out-of-home placements and return to the home environment. Engagement is defined as team meetings with the officer, legal guardian and family members. If team meetings are not feasible in-person, the probation/problem-solving court officer will facilitate the use of telehealth technology. Secure video conferencing is preferred and must be available when necessary. If the family is not engaging as needed, PROVIDER shall immediately contact the probation/problem-solving court officer. Phone calls, visits and other communication with family and professionals shall not be denied as a disciplinary action.

Residential Treatment: If providing residential treatment [e.g. Psychiatric Residential Treatment Facility (PRTF), Therapeutic Group Home (ThGH), etc.] PROVIDER will immediately complete a Medicaid application for any youth entering the facility who lacks Medicaid coverage. Should questions arise, PROVIDER should contact the supervising probation officer or designee for additional information about the application process. If PROVIDER believes an application is inappropriate based on medical necessity criteria, PROVIDER will share that information with the Juvenile Justice Resource Supervisor (JJRS) to staff with PROBATION; however, PROVIDER will still submit an application for medical coverage. PROVIDER will also apply to become payee for any federal financial assistance provided to youth in residential treatment and apply any amount received to the cost of the youth's treatment (e.g. Social Security benefits, military benefits, disability benefits, etc.).

Out-of-State Requirements: Out-of-state PROVIDERS working with Nebraska CLIENTS shall:

- Apply to become a Nebraska Medicaid provider, if applicable, and provide documentation to PROBATION of approval or denial.
- PROBATION will assist PROVIDER in obtaining access to secured video technology.
- Arrange and pay for transport for parent/guardian onsite visits.
- Pay to transport youth to the facility, to home and back for passes, and transition home upon discharge.

PERSONNEL FILE CONTENTS

PROVIDER shall maintain a current individual file for her/himself and for each staff member and subcontractor who provides direct services to CLIENT. Such file shall contain, at minimum, the following:

1. The person's name, birth date, address, social security number and phone number.
2. Documentation that the person meets minimum employment/contract qualifications, including an official copy of a person's diploma or transcripts, record of dates and locations of work experience, education and training, along with documentation the person meets any additional applicable PROBATION requirements.
3. A copy of required professional and driver's licenses.

4. Documentation of any disciplinary actions taken against the person.
5. If applicable, documentation of CPR and first-aid certification.
6. Documentation of orientation, continuing education or training (including web-based) and competency in all job requirements.
7. A copy of the person's current job description and required qualifications with a dated signature indicating that s/he understands and agrees to meet the stated qualifications and experience requirements and that s/he can and will adequately perform the duties described.
8. If applicable, documentation of physical exam and tuberculosis (TB) testing results and any follow-up conducted by agency.
9. Documentation of any required communication, complaints, investigations, responses to any inquiry or investigation conducted by law enforcement or licensing body related to the person's license or professional conduct and related litigation may be kept in a separate file available for review.

PHOTOS

No visual depiction or other identifying information regarding CLIENT may be released for use on posters, in news stories, presentations, press releases or newsletters without the express written consent of CLIENT and, for youth, parent/guardian.

PROGRAMMING

1. PROVIDER shall obtain informed consent from CLIENT for all programming; for youth, informed consent must also be obtained from CLIENT's parent/guardian.
2. All goals and objectives shall be written as SMART goals (Specific, Measurable, Achievable, Realistic, and Time-bound).
3. PROVIDER who makes a clinical recommendation for treatment services requiring an application or prior authorization [such as Psychiatric Residential Treatment Facility (PRTF) and Therapeutic Group Home (ThGH)] shall complete the application and submit all components required for payment consideration.

BEHAVIOR MANAGEMENT

PROVIDER shall not use the following as behavior management techniques:

1. Physical punishment or abuse; or
2. Denial of necessities; or
3. Chemical or mechanical restraints, (unless in a hospital based setting); or
4. Derogatory remarks, abusive or profane language, yelling or screaming, coercion, or threats of physical punishment; or
5. Isolation or solitary confinement; or
6. Denial of phone calls, home visits, or contact with family as part of disciplinary procedures.

RECORDS

PROVIDER shall retain, at no additional cost to PROBATION, all CLIENT records, supporting documents, statistical records, financial documents and any other documents (including electronic storage media) pertinent to this agreement for seven (7) years after completion of this service provision.

1. Access

PROVIDER shall allow reasonable access to such records by authorized representatives of PROBATION for up to seven (7) years or as required by state/federal statutes or other relevant contracts.

2. CLIENT File Records

PROVIDER shall maintain a typed CLIENT File Record for each CLIENT that includes a complete record of all services rendered (refer to the service definitions). CLIENT File Record shall contain documentation sufficient to justify reimbursement and shall allow a representative of an agency or clinical designee to evaluate the course of treatment/services. The written documentation will include any and all screenings, assessments, diagnoses, treatment and/or care plans (with observable/measurable goals), progress notes, and discharge summaries, including clinical recommendations and transition plans.

Failure to have sufficient documentation to justify the level of reimbursement may result in recoupment of payment or PROVIDER reimbursement back to PROBATION of any payments made in connection with those services and other costs not adequately supported and documented.

3. Retention of Records

PROVIDER will retain all records in locked storage, including electronic archives, for seven (7) years or as required by state/federal statutes. During the retention period, PROBATION or state auditors and any other persons authorized by PROBATION shall have full access to records and the right to inspect, copy and make use of all records. PROVIDER shall have a written policy and related procedures that incorporate the requirements in this paragraph. Upon PROBATION's request, PROVIDER shall provide policies and procedures.

4. Electronic Information and Record Management

PROVIDER shall ensure all electronic CLIENT records/information are stored on a protected network/drive. Mobile devices or electronic storage media may be used for temporary storage if encrypted. When electronic storage is utilized, the agency shall ensure devices or media contain the following features: boot passwords and automatic log-off; physical security of the device/media to prevent unauthorized access, tampering, loss or theft; and current patch management, firewall and virus protection software.

TRAINING

PROVIDER must complete continuing education requirements and provide written documentation of such training to PROBATION. Provider must complete education related to criminogenic risk and need factors as defined by current evidence-based research.

- Anti-social behavior/low self-control
- Anti-social personality, pattern, or temperament
- Anti-social cognition/attitudes
- Anti-social companions/peer relations
- Family circumstances/parenting/marital
- Lack of education/employment
- Lack of pro-social leisure or recreation
- Lack of pro-social peers
- Substance Use

* For additional guidance, see Registered Service Provider Process.

TRANSPORTATION REQUIREMENTS (JUVENILE)

If PROVIDER utilizes PROVIDER's own vehicle for transportation of CLIENT, a private transport provider or a volunteer-driven vehicle, PROVIDER shall comply with the requirements of this section and all applicable federal and state laws, rules and regulations. Violation of such laws, rules and regulations may result in non-payment and/or revocation of PROVIDER status.

1. Vehicular and Driver Requirements. Any PROVIDER transporting any CLIENT shall ensure compliance with the following:
 - a. The vehicle shall be maintained in a mechanically safe condition;
 - b. The vehicle driver shall be 19 years of age or older and hold a current and valid driver's license;
 - c. No CLIENT shall be transported in portions of vehicles not constructed for the purpose of transporting people, such as truck beds, campers or any trailer attachment to a motor vehicle;
 - d. Every CLIENT shall be seated on a seat which is securely fastened to the body of the vehicle and which provides sufficient space for the CLIENT's body;
 - e. The driver and every passenger shall comply with Nebraska law in regard to the use of seat belts;
 - f. PROVIDER or sub-contracted personnel and CLIENT shall not stand, sit or lay on the floor while the vehicle is in motion;
 - g. Every vehicle used to transport CLIENT shall have adequate heating and air conditioning;
 - h. A first aid kit, sufficient drinking water and equipment for winter weather for all CLIENTs shall be maintained in the vehicle;
 - i. PROVIDER or subcontractor shall maintain records of all services and repairs for owned or leased vehicles for as long as PROVIDER or subcontractor uses the vehicles;
 - j. Currently have no limitations that would interfere with safe driving;
 - k. If personal vehicles are utilized, they will need to be uncluttered, clean and smoke-free;
 - l. No smoking while transporting any CLIENT;
 - m. Not transport CLIENT while under the influence of alcohol or any substance that impairs the ability to drive safely;
 - n. Wear appropriate attire, including footwear;
 - o. Report all driving violations;
 - p. Shall not simultaneously transport a youth and an adult CLIENT, unless the adult is a family member;
 - q. If transporting multiple youth, PROVIDER must ensure youth are safe from victimization and/or harm; and
 - r. Maintain the necessary liability insurance for transporting CLIENTs.

POLICIES AND PROCEDURES

PROVIDER shall have policies and procedures in place at all times when providing services to any CLIENT. Upon request by PROBATION, PROVIDER shall produce copies of policies and procedures. Necessary policies and procedures shall include, but are not limited to, the following:

1. BEHAVIOR MANAGEMENT

PROVIDER shall have a written policy and related procedures on discipline, incentives and strategies utilized with any CLIENT.

2. CRISIS INTERVENTION

3. COMPLAINT PROCESS

4. DISASTER PLANS

5. INTERNS/VOLUNTEERS

6. PROTECTION OF CLIENT(S)

7. HIRING/TERMINATION

8. EMPLOYEE DRUG TESTING

9. INCIDENT REPORTING

10. TRAINING

LAWS

Organization/PROVIDER agrees to comply with all local, state and federal laws, rules and regulations, including, but not limited to, the following:

1. AMERICANS WITH DISABILITIES ACT (ADA)

PROVIDER must adhere to the Americans with Disabilities Act (ADA) and the associated accessibility guidelines.. ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities and transportation.

2. CONFIDENTIALITY

According to Neb. Rev. Stat. § 29-2261 (6)(a), any investigatory report or evaluation, and any supplemental information contained in the probation file of an individual being investigated or supervised by a probation officer, "...shall be privileged and shall not be disclosed directly or indirectly to anyone other than a judge; probation officers to whom an offender's file is duly transferred; the probation administrator or his or her designee," treatment providers or others entitled by law to receive such information. .Any and all information gathered by PROBATION shall be held in the strictest confidence and shall only be released according to state statute or with a signed, valid consent to release information.

3. DISCRIMINATION

PROVIDER shall not discriminate against any employee, applicant for employment, or CLIENT based on race, color, religion, sex, or national origin and shall comply with Title VII of the Civil Rights Act and the Nebraska Fair Employment Practice Act in that there

shall be no discrimination against any employee who is employed in the performance of services.

4. DRUG-FREE WORKPLACE

PROVIDER shall operate a drug-free workplace in accordance with the Drug-Free Workplace Act.

5. EQUAL OPPORTUNITY EMPLOYMENT ACT (EOEA)

PROVIDER shall follow all provisions of the Equal Opportunity Employment Act.

6. GUARDIANS (ADULT and YOUTH)

Whenever an adult or youth client has a parent, guardian or other such individually legally responsible for healthcare and other decisions, PROVIDER shall engage the parent/guardian/individual to obtain informed consent for the service and make every effort to keep the parent/guardian/individual engaged during the course of services.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

As applicable, provider shall comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA).

8. MANDATORY ABUSE AND REPORTING

Nebraska State Statutes §28-711 and §28-372 require any person who suspects that a child or vulnerable adult has been abused, neglected or exploited to report the suspicions promptly to the Nebraska Department of Health and Human Services.

Toll-free number to report suspected abuse, neglect or exploitation: 1-800-652-1999

9. SUBSTANCE USE SERVICES AND CONFIDENTIALITY: 42 CFR PART 2

As applicable, provider shall comply with all requirements of 42 CFR Part 2.

10. WORK ELIGIBILITY STATUS

PROVIDER agrees to comply with all local, state and federal laws, regulations and rules related to employment. PROVIDER also agrees that similar compliance shall be required for all sub-contracts allowed by service definitions. Further, PROVIDER agrees and shall use a federal immigration verification system as defined by Neb. Rev. Stat. §4-114(1)(a) and 8 U.S.C. 1324a, to determine the work eligibility status of new employees physically performing services with the State of Nebraska as required by Neb. Rev. Stat. §4-108 to §4-114 or as such laws may be amended from time-to-time.