

## 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 Juvenile Service Definitions.*

### **DEFINITIONS**

*Individual Registered Service Providers or individual employees of a Registered Service Provider, shall be referred to as **PROVIDER**.*

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

*Justice Involved Individuals shall be referred to as **CLIENT**.*

---

### **ACCREDITATION**

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

### **ADMISSION and DISCHARGE REQUIREMENTS**

#### **ADMISSION**

PROVIDER shall deliver services based on an individualized plan. The client's needs, strengths, preferences, and goals shall serve as the framework for the development of the individualized plan. The individualized plan reflects the participation of the client's family unless such participation is not beneficial to the client i.e. participation is prohibited from a legal entity. The PROVIDER shall develop the individualized plan in coordination with the client's probation 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**

If PROVIDER believes that it is necessary for a service to continue beyond the time frame identified in the service definition, a request for extension shall be submitted to PROBATION for prior approval. This request must identify the responsibility factors that are contributing to the increased time in service. Additionally, PROVIDER shall include modifications to the individualized plan including updated discharge planning.

### **BACKGROUND CHECKS (ADULT and JUVENILE)**

PROVIDER, working in direct client contact (with a youth or adult), must complete the following background checks upon hire and at least every three years annually on himself or herself and each job applicant or volunteer/intern 19 years 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 above listed items 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 the prospective applicant has resided in, with any cost being born to the provider or applicant. PROBATION reserves the right to conduct a background check 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 that the PROVIDER and/or staff do not engage in or have a history of behaviors injurious to or which may endanger the health or morale of the CLIENT. After the initial background check, PROVIDER shall have a process to ensure employees that have been found to receive new law violations after initial hire are identified and managed according to their 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, and
2. Misuse confidential information, and
3. Use or attempt to use any official position to secure unwarranted privileges or exemptions for themselves or others, and
4. Be allowed to maintain their PROVIDER status, if the provider has been sentenced to a term of probation, jail, prison or diversion with the PROBATION

### **CODE OF ETHICS**

PROVIDER shall ascribe to a code of ethics and ensure that it is being upheld in the service delivery 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, strength based, culturally diverse (recognize and respect other cultures), developmentally appropriate, trauma informed and sensitive to the client's needs. PROVIDER shall utilize clear and understandable language (utilizing interpreters fluent in CLIENTS native language) when discussing issues related to informed consent, treatment and programming. The PROVIDER will take all the steps necessary to communicate with the client. PROVIDER is responsible for identifying languages and staff who are knowledgeable in the specific language. The PROVIDER is responsible for paying for interpreter services. When the PROVIDER is completing a court ordered evaluation PROBATION will assist in obtaining a court certified interpreter. Interpreters must be authorized from Language Line to ensure comprehension by CLIENT. The PROVIDER shall verify authorization of and maintain documentation in the CLIENT's file. Providers shall not utilize family members of the client 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 related to the services provided to CLIENT.

1. Assess Risk/Needs
2. Enhance Intrinsic motivations
3. Target interventions
4. Skill training with Directed Practice
5. Increase Positive Reinforcement
6. Engage On going Supports in Natural Communities
7. Measure Relevant Processes /Practices
8. Provide Measurement Feedback

### **INCIDENTS (JUVENILE)**

PROVIDER shall **immediately** notify local PROBATION (probation 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 Release of Information (ROI) to communicate with PROBATION. Such notification shall be verbally, by telephone or in-person contact.

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

1. Juvenile 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. Juvenile 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 DHHS licensure (i.e. safety of the juvenile is of concern);
5. Circumstances demonstrate potential ethical concerns.

### **INDEPENDENT ENTITY**

PROVIDER shall not be deemed as employees of PROBATION, the PROVIDER is an independent entity. The provider will have full authority over personnel, comply with all worker's compensation, employer's liability and all federal, state, county and municipal law ordinance, 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, \$3,000,000 aggregate, per policy year. The general and professional liability insurance provided hereunder

shall meet the requirement of Nebraska law. Documentation of insurance coverage shall be provided upon request.

Additionally, the PROVIDER shall maintain the necessary motor vehicle liability insurance for transporting CLIENTS.

### **PAYMENT FOR SERVICES**

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

\*For additional guidance, refer to Financial Assistance Program Rules.

### **PLACEMENT OUT-OF-HOME/OUT OF HOME SETTINGS**

Admission: To ensure immediate placement the provider shall indicate an exact admission date to ensure immediate placement so a youth is not waiting for placement openings for several months. If a provider cannot state an exact admission date, they will need to indicate an approximate 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 PROBATION has assessed all options and parent/guardian transportation assistance is necessary, it shall receive prior approval and is reviewed on a case-by-case basis.

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

PROVIDER is responsible for reporting to PROBATION if a CLIENT runaways from an out-of-home placement.

Out-of-State Requirements: When a CLIENT is out-of-state, the PROVIDER shall:

- Apply to become a NE Medicaid provider, if applicable, and provide documentation to PROBATION of approval or denial.
- PROBATION will assist the PROVIDER in securing access to secured technology.
- Arrange for, including payment to transport parent for onsite visits.
- Pay to transport youth to facility, home passes, and transition home.

### **PERSONNEL FILE CONTENTS**

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

1. The person's name, birth date, address, social security number and phone number.
2. Documentation that the person meets qualifications including an official copy of a person's diploma or transcripts, record of dates and locations of work experience, education and training.
3. If the staff person requested and/or received an exception from licensure, all documentation must be included in the personnel file.
4. A copy of required licenses.
5. Documentation of any disciplinary actions taken against the person.
6. If applicable, documentation of CPR and first aid certification.
7. Documentation of orientation, continuing education or training (including web-based), and competency in all job requirements.
8. A copy of the person's current job description and required qualifications with a dated signature indicating that he or she understands and agrees to meet the stated qualifications, experience requirements, and adequately perform the duties described.
9. If applicable, documentation of physical exam and TB testing results, and follow up conducted by agency.
10. Documentation of any required communication related litigation, complaints and investigations and any responses to any inquiry or investigation conducted by law enforcement or licensing body related to the person's license or professional conduct may be kept in a separate file available for review.

## **PHOTOS**

No visual depiction or other identifying information regarding a CLIENT may be released for use on posters, in news stories, presentations, press releases, newsletters without the written signed consent of the CLIENT, parent or guardian (if an adult or juvenile CLIENT).

## **PROGRAMMING**

1. If CLIENT is a juvenile, the PROVIDER shall obtain informed consent from the client's legal 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 and submit all required components for consideration of payment.

## **BEHAVIOR MANAGEMENT WITHIN PROGRAMMING**

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**

The 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). The CLIENT File Probation Voucher 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 (observable/measurable goals), progress notes, and discharge summary to include clinical recommendations and/or transition plan.

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 and the right to inspect copy and make use of all records. PROVIDER shall have a written policy and related procedures that incorporates the requirements in this paragraph. Upon PROBATION's request, PROVIDER shall provide the policy and procedures.
4. Electronic Information and Record Management  
The PROVIDER shall ensure all electronic CLIENT records/information are stored on a protected network/drive. All mobile devices or electronic storage media may be used for temporary storage if they are 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 or media to prevent unauthorized access, tampering, loss or theft and current patch management, firewall and virus protection software.

## **TRAINING**

The PROVIDER must complete continuing education requirements and provide written documentation to PROBATION. Provider must be competent in the areas of Criminogenic Risk, which are defined by current Evidence-Based Research (EBP).

- Anti-social behavior/low self-control
- Anti-social personality, pattern, or temperament
- Anti-social cognition/attitudes
- Anti-social companions/peer relation
- 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 the PROVIDER utilizes their own vehicle for transportation of CLIENT, a private transport provider, or a volunteer-driven vehicle, it 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. PROVIDERs transporting CLIENTs shall ensure compliance to 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 NE 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 CLIENT shall be maintained in the vehicle,
  - i. PROVIDER or subcontractor shall maintain on file records of all services and repairs for owned or leased vehicles for as long as the 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 during the provision of transporting the CLIENT,
  - m. Not transport the CLIENT while under the influence of alcohol or any drug that impairs the ability to drive safely,
  - n. Wear appropriate attire including footwear,

- o. Report all driving violations.
- p. Shall not transport youth with an adult CLIENT, unless the adult is a family member,
- q. If transporting multiple youth the 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 CLIENT. Upon request by PROBATION, PROVIDER shall produce copies of policies and



procedures to PROBATION. Policies and procedures shall include, but are not limited to, the following:

**1. BEHAVIOR MANAGEMENT WITHIN PROGRAMS**

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

**2. CRISIS INTERVENTION**

**3. COMPLAINT PROCESS**

**4. DISASTER PLANS**

**5. INTERN/VOLUNTEERS**

**6. PROTECTION OF YOUTH(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. AMERICAN DISABILITY ACT (ADA)**

PROVIDER must adhere to American Disabilities Act and the American Disabilities Act Accessibility Guidelines of 1990 (ADA). The 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. § 292261 (6), “an investigation report” 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, a Probation Officer to whom a defendant’s file is duly transferred,” unless by order of the court. Any and all information gathered in PROBATION shall be held in the strictest confidence and shall only be released with prior written authorization or to the court.

**3. DISCRIMINATION**

PROVIDER shall not discriminate against any employee, applicant for employment, or CLIENT based on race, color, religion, sex, handicap, or national origin and shall comply with Title VI of the civil rights Act of 1964, as amended, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, 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 Federal Law requirement from the United States Department of Labor.

**5. EQUAL OPPORTUNITY EMPLOYMENT ACT (EOEA)**

**6. GUARDIAN (ADULT and JUVENILE)**

PROVIDER shall engage the guardian of the CLIENT when initiating and providing services.

**7. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)**

**8. MANDATORY ABUSE AND REPORTING**

Per Nebraska State Statute 28-711 - State law requires any person who suspects that a child has been physically or sexually abused or neglected to report it promptly to the Nebraska Department of Health and Human Services.

Toll Free number to Report abuse: 1-800-652-1999

**9. SUBSTANCE ABUSE AND CONFIDENTIALITY: CFR PART 2**

**10. WORK ELIGIBILITY STATUS**

PROVIDER agrees to comply with all local, State and Federal Laws, regulations and rules related to employment and disabilities. 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), 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 as of the effective date of this Contract, or as such law may be amended from time-to-time.