

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.

The Standards detailed herein are not all-inclusive and do not represent all circumstances and situations that may exist or arise.

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

ACCREDITATION

PROVIDER is encouraged to have accreditation from a national/international organization such as CARF International, Council on Accreditation (COA), The Joint Commission, etc. Should PROVIDER be accredited, PROVIDER shall provide documentation related to current accreditation upon AOCP's request. PROVIDERS 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. **INDIVIDUAL** needs, strengths, preferences and goals shall serve as the framework for the development of the individualized plan. The individualized plan reflects the participation of **INDIVIDUAL**'s family/support system unless such participation is not beneficial to **INDIVIDUAL** (i.e. participation is prohibited by a legal entity) and includes participation of Probation staff. PROVIDER shall develop the individualized plan in coordination with **INDIVIDUAL**'s probation/problem-solving court officer to ensure the service addresses identified criminogenic risk, need, and responsivity factors. PROVIDER shall develop the individualized plan and deliver services in a manner consistent with the AOCP service definitions, including dosage and intensity.

DISCHARGE

PROVIDER will collaborate with AOCP and proactively plan for the discharge of **INDIVIDUAL** from any service or placement in which they are involved, discharge planning is to be identified and documented from the time of admission, through discharge. PROVIDER will utilize a trauma-informed approach to prepare for transition and will collaborate with AOCP to ensure the most appropriate post discharge placement/setting is available for the **INDIVIDUAL** prior to discharge. When **INDIVIDUAL**'s discharge is not planned, PROVIDER shall work collaboratively with AOCP to determine the most appropriate transition or post-discharge placement/setting for **INDIVIDUAL**.

DISCHARGE FROM OUT-OF-HOME PLACEMENT - YOUTH ONLY

Unplanned discharges from court-ordered 24/7 out-of-home placements requires a 14-day calendar-day notice, with the exception of short-term shelter placements, which requires a 72-hour notice. PROVIDER shall submit intent of an unplanned discharge to Probation staff, who will notify the court. During the 14 calendar-day timeframe, PROVIDER shall use a trauma-informed approach to prepare INDIVIDUAL and/or family/guardian for impending discharge and will work collaboratively with AOCPP to determine the most appropriate transition. A 14 calendar-day written notice is not required when PROVIDER and AOCPP mutually agree on a planned discharge or when transition to a lower level of care is possible.

IMMEDIATE PLACEMENT – YOUTH ONLY

The AOCPP may make an immediate change in placement without court approval only if the youth is in a harmful or dangerous situation (e.g. natural disaster). Approval of the court shall be sought within 24 hours after making the change in placement or as soon thereafter as possible. The officer shall provide all interested parties with a copy of any report filed with the court by the officer pursuant to Reference Neb. Rev. § Stat. 43-297.01. Probation Officers will work collaboratively with facility staff, foster parent(s) or guardians 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 (face-to-face) with youth or adult **INDIVIDUALS** must complete ALL of the following background checks upon hire and at least every three (3) years (or as dictated by their own accreditation requirements) on themselves 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 seven (7) years and be available for review by AOCPP and will be made available to AOCPP staff upon request. (OHP providers will complete background checks every 2 years)

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 PROVIDER or applicant. AOCPP reserves the right to conduct background checks on the PROVIDER at any time deemed appropriate. Upon AOCPP's request, PROVIDER shall provide information related to background checks and policy to AOCPP to ensure PROVIDER and/or staff do not engage in, or have a history of, inappropriate boundaries or injurious behaviors, which may endanger the health or morals of any **INDIVIDUAL**. After the initial background check, PROVIDER shall have a process to ensure employees cited for new law violations after initial hire and background checks are identified and managed according to PROVIDER's written policy.

Service providers are required to disclose all criminal convictions, any newly acquired charges, and legal status when registering or serving as a provider and complete Provider Network attestations on an annual basis. Legal charges acquired while serving as a Registered Service Provider are to be reported immediately. Individuals providing services must not have any current legal charges and are not to have

any convictions or be in a probationary status. Providers must wait at least 6 months from resolution of their legal charges or successful completion of their probation/parole/diversion services prior to consideration as a registered service provider.

Credentialed staff are required to have licensure status in good standing, licensure in probationary status will not be approved.

CONFLICT OF INTEREST PROVIDER shall not:

1. Accept or receive gifts or gratuities, with financial value or otherwise, from any **INDIVIDUAL** or person associated with any **INDIVIDUAL**, 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.
5. PROVIDERS are expected to maintain professional boundaries and discontinue relationships with **INDIVIDUALS** following the transition to alternative services and/or the conclusion of services

CONFIDENTIALITY

Provider shall hold all personally identifying information and **INDIVIDUAL** records in strict confidence unless a court order explicitly allows/compels the release of information. If any other party is seeking personally identifying information or **INDIVIDUAL** records, Provider shall notify the AOC for assistance navigating the request. This includes the sharing of electronic monitoring data, such as Global Positioning System (GPS) intelligence, with any third party, including law enforcement, without a valid court order. No visual depiction, this includes photos, or other identifying information regarding **INDIVIDUAL** may be released for use on posters, in news stories, presentations, press releases, social media or newsletters without the express written consent of **INDIVIDUAL** and, for youth, the parent/guardian.

PROVIDER shall be allowed to release the minimum information necessary to adequately address a medical emergency, imminent risk of harm to self or others or to report the commission of a crime on PROVIDER's premises.

Licensed behavioral health professionals will follow all state and federal regulations governing the confidentiality and release of protected health information.

Any written information/documents authored by the AOC received by the PROVIDER cannot be rereleased to a third party. The PROVIDER should direct any requests for this information to the AOC.

PROVIDER, upon receipt of a subpoena requiring the release of protected health information (PHI) or additional information about a justice-involved individual, shall notify AOC of the subpoena and the information requested.

Providers will allow access to all individuals who are Probation referred as requested by Probation staff at the time requested. If the individual is residing in a facility, the facility may provide a location for meeting as needed to respect confidentiality but are not to prevent contact. Probation staff will sign a statement of confidentiality if requested by the provider to ensure the confidentiality of all individuals present at the location.

CODE OF ETHICS

PROVIDER shall subscribe to a code of ethics and ensure that it is being upheld in the delivery of any services to all **INDIVIDUAL**'s. PROVIDERs who do not have a state-or nationally recognized mandated code of ethics must make available to AOCp, upon request, their code of ethics. The code of ethics should include, but is not limited to, the following:

- Inclusivity
- Professionalism (communication, dress etc.)
- Respect for others
- Conflict of interest
- Confidentiality
- Professional boundaries
- Dual relationships
- Safety/risk reduction plans
- Smoking/vaping
- Drug/alcohol use

DATA OWNERSHIP AND COPYRIGHT

All data collected as a result of service provision shall be property of AOCp. PROVIDER shall not copyright any of the copyrightable material produced in conjunction with the performance required under the service definitions without written consent from AOCp. AOCp 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 trauma-informed, evidenced based or promising practices in providing services to every **INDIVIDUAL**.

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 AOCp if an **INDIVIDUAL** has unauthorized leave from services within 2 hours of recognition that the individual is absent.

Unless otherwise prohibited by law, PROVIDER shall **immediately** notify local AOCp staff (probation/problem-solving court officer, supervisor, and/or Chief) of the death, serious injury, or Significant Incident (as defined below) of any INDIVIDUAL during the course of services. Such notifications shall be verbal, either by telephone or in-person. PROVIDER shall provide written follow up and the documented incident report within 24 hours of notification, reports may be sent via email and include any relevant documentation.

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

1. YOUTH is a victim and/or initiator of alleged physical and/or sexual assault in a detention facility and/or residential placement (i.e. a situation that rises to the level of contacting authorities, a weapon is involved, circumstances are out of the ordinary, etc.);
2. **INDIVIDUAL** sustains a significant injury that requires medical attention such as:
 - **INDIVIDUAL** is involved in an event such as an illness, accidental injury, serious assault, suicide attempt, etc., that requires hospitalization and/or significant medical attention.
 - An event that has the potential to involve media exposure or that may be subjected to a high level of scrutiny or public interest;
 - A situation which could result in the need to contact the Department of Health and Human Services Division of Public Health-Licensure Unit, Division of Children and Family Services (CFS), or Adult Protective Services (APS) (i.e. safety of INDIVIDUAL is of concern);
3. Circumstances demonstrate potential ethical concerns.
4. Any unauthorized leave by a youth, a written incident report is to be submitted within 24 hours.

INCLUSIVE PROGRAMMING

PROVIDER shall interact in ways that are individualized, strengths-based, culturally responsive (recognizes and respects all cultures), developmentally appropriate, trauma-informed and sensitive to the **INDIVIDUAL**'s needs.

PROVIDER shall utilize clear and understandable language (utilizing interpreters fluent in a **INDIVIDUAL**'s native language) when discussing issues related to informed consent, treatment and programming. PROVIDER will take all steps necessary to communicate with **INDIVIDUAL**. PROVIDER is responsible for identifying languages and staff who are fluent in the specific language. PROVIDER is responsible for paying for interpreter services. PROVIDER shall verify authorization and maintain documentation in **INDIVIDUAL** files. PROVIDERS shall not utilize an **INDIVIDUAL**'s family members for interpreting except in an emergency situation. INDEPENDENT ENTITY PROVIDERS shall not be deemed as employees of AOCP; each PROVIDER is an independent entity. 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.

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 INDIVIDUALSs (as applicable).

PAYMENT FOR SERVICES

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

Requests for payment of services provided will not be considered if the service was provided 1 year or more prior to the request.

Refer to financial assistance program rules for additional guidance.

OUT-OF-HOME PLACEMENT/OUT-OF-HOME SETTINGS (Youth 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, AOCP will continue to look for placements with other PROVIDERS. PROVIDERS shall obtain written consent for all placements from the legal guardian at admission and maintain engagement with that Guardian to obtain consent and approval for ongoing services, care and activities.

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 **in writing and 24 hours prior to transportation occurring whenever possible**. If parent/guardian transportation assistance is necessary, PROVIDER may request case-by-case approval from AOCP; AOCP will assess all options and determine approval or denial.

Communication: Family therapy, visitation (in person or electronic), and team meetings, etc., are required as outlined in the service definitions. If barriers exist such as distance, it is the responsibility of the PROVIDER to ameliorate said barriers. The probation/problem-solving court officer is an asset to aid in minimizing communication barriers. If mandated contact is not occurring, payment may be denied.

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 without Medicaid coverage. The PROVIDER will initiate pre-authorization for placement 7 days prior to admission or day of admission at the latest for youth with insurance 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 AOCP; however, PROVIDER will still submit an application for Medicaid coverage.

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

- Apply to become a Nebraska Medicaid provider, if applicable, and provide documentation to AOCP of approval or denial upon request.
- AOCP 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, this may include providing an appropriate adult escort. When appropriate, the facility may arrange and pay for the parent/guardian or other approved adult to escort the youth.

- UT ICPC requires a \$38.00 processing fee to be paid for any youth being placed through the ICPC process in UT, the UT facility will be responsible for this payment and will need to provide a receipt for this payment in the ICPC request.

Youth placed out of the home visitation guidelines:

- All youth placed out of home should have a written plan for family engagement including visits from the beginning of services. This plan should be agreed upon by the Officer, Family/Guardian and signed by all parties.
- All home visits should have documentation of a safety plan, and how the provider will continue to provide services addressing service plan components to be worked on during the visit.
- To meet requirements for payment through the voucher, documentation is required for approval from Juvenile Division of visits over 5 days out of the facility. The 5 days do not include any travel time.

Bed Hold: Youth Out of Home Placement (OHP) Bed Hold Process

If a youth is absent from care for longer than 2 days (48 hours), other than planned visitation, the days the youth were absent are not billable.

If a youth is absent, other than planned visitation, ~~for~~ longer than 24 hours but less than 48 hours, these days can be paid ONLY when the following parameters are met:

- The intended plan is for the youth to return to the OHP
- The youth MUST return to the OHP within 48 hours
- The probation officer has been notified of the absence
- The provider is engaging in efforts to locate the youth
- The provider is communicating with the officer and the youth's parent/guardian. The provider documents evidence of the above in the voucher including:
 - Date and time youth was missing from OHP
 - Details of the law enforcement notification
 - Details of officer and parent/guardian notification
 - All attempts to locate the youth
 - Circumstances surrounding the absence
 - Date and time youth returned to OHP (must be within 48 hours)
 - Content of debriefing upon the youth's return

If a youth is admitted for acute inpatient psychiatric care or medical care from an OHP, the days the youth is absent (for a period of up to 7 days) can be paid if the same parameters noted above are met.

Upon request from the District and Juvenile Justice Resource Supervisors, Administrative approval of up to 5 billable days may be granted in rare circumstances.

PERSONNEL FILE CONTENTS

PROVIDER shall maintain a current individual file (via paper or electronic format) for themselves and for each staff member, subcontractor, and volunteer/intern who provides direct services to INDIVIDUAL. Such file shall contain, at minimum, the following:

1. The person's name, birth date, address, social security number and phone number, employee emergency contact and a copy of valid driver's license if required.
2. Documentation that the person meets minimum employment/contract qualifications, which can include the following:
 - a) 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 AOC requirements.
 - b) For clinical staff, a copy of valid required professional licenses.
 - c) Documentation of any disciplinary actions taken against the person.
 - d) If applicable, documentation of CPR and first-aid certification.
3. Documentation of new hire orientation, continuing education or training (including web-based) and competency in all job requirements.
4. A copy of employee acknowledgement of agency policy/procedures
5. A copy of the person's current job description, including employee's official date of hire, 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.
6. 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.
7. A copy of all current required background checks for the employee indicating results of each check

PROGRAMMING

PROVIDER shall obtain informed consent from **INDIVIDUALS** for all programming; for youth, informed consent must also be obtained from **INDIVIDUAL's** parent/guardian.

INDIVIDUAL's will have a crisis plan, when indicated, identifying intended responses to situations that align with the **PROVIDER's** policy and protocols.

All goals and objectives shall be written as SMART goals (Specific, Measurable, Achievable, Realistic, and Time-bound).

PROVIDERS making clinical recommendations for treatment services requiring an application or prior authorization [such as Psychiatric Residential Treatment Facility (PRTF) and Therapeutic Group Home (ThGH)] shall complete the applications 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 or
7. Online social media shaming

RECORDS

PROVIDER shall retain, at no additional cost to AOC, all **INDIVIDUAL** records, supporting documents, statistical records, financial documents and any other documents (including electronic storage media) pertinent to this agreement for seven (7) years after the date of the last service provided.

1. Access

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

2. INDIVIDUAL File Records

PROVIDER shall maintain a typed **INDIVIDUAL** File Record for each **INDIVIDUAL** that includes a complete record of all services rendered (refer to the service definitions).

INDIVIDUAL 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 service plans (with observable/measurable goals), progress notes, and discharge summaries, including clinical recommendations and transition plans.

3. Lack of Documentation

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

4. Retention of Records

PROVIDER will retain all records in locked storage, including electronic archives, for seven (7) years or as required by state/federal laws. During the retention period, AOC or state auditors and any other persons authorized by AOC 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 AOC's request, PROVIDER shall provide policies and procedures.

5. Electronic Information and Record Management

PROVIDER shall ensure all electronic **INDIVIDUAL** 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.

TELESERVICES

Where allowed by applicable service definitions, PROVIDER may provide services to **INDIVIDUAL** using teleservices technology. PROVIDER agrees that any technology used in both originating and distance sites will meet industry standards for telehealth, including HIPAA compliance. PROVIDER agrees to follow all applicable federal and state laws and requirements, including, but not limited to, the Nebraska Telehealth Act (§71-8501 to §71-8508) and Nebraska DHHS regulation 471 NAC 1-006.05.

TRAINING

PROVIDER must complete continuing education requirements and provide written documentation of such training to AOC. Providers 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
- Substance Use

Other areas of training will include but are not limited to: Standardized Model for Delivery of Services, the use of the driver and success plan in probation, etc. *For additional guidance, see registered service provider process.

TRANSPORTATION REQUIREMENTS (YOUTH)

If PROVIDER utilizes PROVIDER's own vehicle for transportation of **INDIVIDUAL**, 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.

Vehicular and Driver Requirements. Any PROVIDER transporting any **INDIVIDUAL** 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 **INDIVIDUAL** 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 **INDIVIDUAL** shall be seated on a seat which is securely fastened to the body of the vehicle, and which provides sufficient space for the **INDIVIDUAL's** body;
- e) The driver and every passenger shall comply with Nebraska law regarding the use of seat belts;
- f) PROVIDER or sub-contracted personnel and **INDIVIDUAL** shall not stand, sit or lie on the floor while the vehicle is in motion;
- a) Every vehicle used to transport **INDIVIDUAL** shall have adequate heating and air conditioning;
- b) A first aid kit, sufficient drinking water and equipment for winter weather for all **INDIVIDUAL's** shall be maintained in the vehicle;
- c) 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;
- d) Drivers shall have no current limitations that would interfere with safe driving;
- e) If personal vehicles are utilized, they will need to be uncluttered, clean and smoke-free;
- f) No smoking/vaping while transporting any **INDIVIDUAL**;
- g) No transport of an **INDIVIDUAL** while under the influence of alcohol or any substance that could impair the ability to drive safely including prescription medication.
- h) Wear appropriate attire, including footwear;
- i) Report all driving violations to their registered agency;

- j) Shall not simultaneously transport a youth and an adult ***INDIVIDUAL***, unless the adult is acting in a caretaker role or is a family member;
- k) If transporting multiple youth, PROVIDER must ensure youth are safe from victimization and/or harm; and
- l) Maintain the necessary liability insurance for transporting ***INDIVIDUALS***.

POLICIES AND PROCEDURES

PROVIDER shall have policies and procedures in place at all times when providing services to any ***INDIVIDUAL***. Upon request by AOC, 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 must have a written policy and related procedures on discipline, incentives and strategies utilized with any ***INDIVIDUAL***.

2. CRISIS INTERVENTION

3. COMPLAINT PROCESS

4. DISASTER PLANS

5. INTERNS/VOLUNTEERS

6. PROTECTION OF INDIVIDUAL(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, ordinances and regulations, including, but not limited to, the following:

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.

CONFIDENTIALITY

Per Neb. Rev. Stat. § 29-2261 (6)(a), “Any presentence report, substance abuse evaluation, or psychiatric examination 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; alcohol and drug counselors, mental health practitioners, psychiatrists, and psychologists licensed or certified under the Uniform Credentialing Act to conduct substance abuse evaluations and treatment; or others entitled by law to receive such information, including personnel and mental health professionals for the Nebraska State Patrol specifically assigned to sex offender registration and community notification for the sole purpose of using such report, evaluation, or examination for assessing risk and for community notification of registered sex offenders.”

DISCRIMINATION

PROVIDER shall not discriminate against any employee, applicant for employment, or **INDIVIDUAL** 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.

DRUG-FREE WORKPLACE

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

EQUAL OPPORTUNITY EMPLOYMENT ACT (EOEA)

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

GUARDIANS (ADULT and YOUTH)

Whenever an adult or youth **INDIVIDUAL** 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.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

MANDATORY ABUSE/NEGLECT 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.

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

SUBSTANCE USE SERVICES AND CONFIDENTIALITY: 42 CFR PART 2

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

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 within 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.