

**Foster Group Care Services (FGCS)  
Contract Questions & Answers**

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While holding the Control key on your keyboard you may mouse-click on a topic below to be taken to its location in the document. Again using the keyboard, pressing Alt+left arrow returns the user to the head of this document.

**Contents**

1. Clothing Allowance .....	1
2. Performance Measures.....	2
a. Safety Outcome 2 (Critical Incidents).....	2
b. Permanency Outcome 1 (Connections to Family and Community) .....	2
c. Well-Being Outcomes 1 and 2 (school attendance and providing school information, respectively) .....	4
3. Billed Services and Documentation .....	5
a. Reserve bed payments.....	5
b. Documentation of services.....	6
4. Termination of Contracts .....	6
5. Placement Agreement.....	7
6. Behavioral Health Intervention Services (BHIS) .....	7

**1. Clothing Allowance**

Q1: Realizing there is a DHS clothing allowance for youth in foster care, what does the description of “Maintenance” inclusions imply (see below)? Should the “traditional” clothing allowance be accessed or does the contractor have responsibility per the contract to provide clothing?

A1: A per diem payment to foster group care contractors comprises a portion for Maintenance and a portion for the Child Welfare Service. Maintenance includes the provision of food, clothing, shelter, school supplies, personal incidentals, daily care, general parenting, discipline, and supervision of children to ensure their well-being and safety, and administration of maintenance items provided in a foster group care facility.

Clothing has always been included in the Maintenance portion of the placement per diem, it is a legitimate Maintenance expense, and contractors provide articles of clothing for children in residence. The Maintenance payment for group care does not preclude accessing the DHS clothing allowance if clothing is needed at the time a youth is removed from their home. The clothing allowance isn't automatic; rather, the decision to authorize it is based on the worker's judgment of the needs of the child. Below is the current administrative rule that must be followed regarding the clothing allowance:

**Foster Group Care Services (FGCS)  
Contract Questions & Answers**

---

[441 Iowa Administrative Code Chapter 156:](#)

*"441—156.8(234) Additional payments.*

*156.8(1) Clothing allowance. When, in the judgment of the worker, clothing is needed at the time the child is removed from the child's home and placed in foster care, an allowance may be authorized, not to exceed \$237.50, to purchase clothing.*

*a. Once during each calendar year that the child remains in foster care, the department worker may authorize another clothing allowance, not to exceed \$190 for family foster care and \$100 for all other levels when:*

*(1) The child needs clothing to replace lost clothing or because of growth or weight change, and (2) The child does not have escrow funds to cover the cost. .*

*.."*

Clothing expense can be allocated to the "Maintenance" portion of the group care per diem payment. Use of either the Maintenance per diem payment or a worker authorized clothing allowance does not necessarily preclude use of the other.

**2. Performance Measures**

**a. Safety Outcome 2 (Critical Incidents)**

**Q1:** Is there anything in the contract that states that we need to inform referring workers about critical incidents within a certain amount of time?

**A2:** Yes, all critical incidents shall be recorded online and reported to the Agency's or Juvenile Court Services' referral worker within one week of occurrence. Each contractor should follow their policy or practice for the notification; use of email correspondence /notification is generally acceptable unless other forms of communication are required. Youth confidentiality shall be protected at all times.

**b. Permanency Outcome 1 (Connections to Family and Community)**

**Q1:** Is there some sort of pro-rated system regarding youth that are being discharged or admitted during the month? For instance, if a youth is admitted on the 21<sup>st</sup> of the month is the youth still expected to get 2 visits in the 10 days left in that month? The same question applies to discharge.

**A1:** As per the contract in Section 1.5.1, Permanency Outcome 1, youth in their first or last calendar month of placement are excluded from this measure.

**Q2:** How do I input a time span of several days, regarding the number of days for a home visit, for example?

## **Foster Group Care Services (FGCS) Contract Questions & Answers**

---

**A2:** The online data entry system originally only allowed entry of the beginning date. The online entry system was reconfigured and to allow entry of a beginning and end date of each visit at the request of the contractors. While the number of days a visit occurs doesn't matter for counting the number of visits (i.e., a single visit is a single visit regardless of length in days), contractors requested this reconfiguration to allow them to track actual lengths of the visits.

**Q3:** How do you to calculate the hours for the visits (such as 8 hours for half days or 16 hours for full days)?

**A3:** There is no need for this calculation and the length of the visit does not matter. Entries to record this only include the beginning and the end date.

**Q4:** Can video conferencing through Skype be used to conduct a family visit?

**A4:** Face to face, in person visits are preferred. Video conferencing may be used on a very limited basis in appropriate circumstances and only with prior Agency or JCS approval (this excludes the Service Contract Specialist who will not be involved with approving this). Video conferencing should only be pursued when there is no other alternative and not out of convenience. When used, the contractor must take steps to assure confidentiality and all participants should sign a confidentiality release. Contractors should add this to their policy and procedures manual.

**Q5:** It is sometimes difficult to arrange for monthly visits on behalf of some youth for one or more reasons. For example, cannot identify a significant other willing to be part of their lives, for youth whose parents' rights have been terminated, a youth's visit home is prohibited because their victims are there, or families are just unwilling to make a visit work for whatever reason. What are the expectation of the contract to assure these visits occur?

**A5:** The expectation is to provide two separate face to face visits monthly with the child's family or significant others who are identified in the child's case permanency plan each calendar month, excluding the calendar months of placement and discharge.

Every reasonable attempt should be made to assure this occurs. Extenuating circumstances that prevent it should be documented on behalf of each child affected and these reasons should be discussed with the respective service contract specialist. They may include, but are not necessarily limited to, the reasons mentioned above. Contracts must assure 60% of the youth in care meet this frequency of visits.

Regarding transportation, the contract doesn't specify how the visits are to be made, but each contractor should be doing what is needed to assure the face to face visits occur monthly.

## Foster Group Care Services (FGCS) Contract Questions & Answers

---

**Q6:** Can visits between a child in placement and their DHS or JCS worker be counted toward the two monthly visits?

**A6:** No, these visits should be only with family or significant others. For cases when this is just not feasible, contractors should collaborate with referral workers to identify who could be responsible substitute, mentor, connection to community, etc.

**Q7:** If the DHS or JCO case permanency plan does not identify a “family member” or “significant other” whom the youth can visit, is an email notification from the referring worker that identifies another appropriate person acceptable?

**A7:** Yes, an email notification from the DHS or JCO worker would be acceptable to approve a “family member” or “significant other” if the DHS or JCO worker feels they are appropriate to visit with a child. This documentation should be placed in the child’s file.

### **c. Well-Being Outcomes 1 and 2 (school attendance and providing school information, respectively)**

**Q1:** A child in foster group care placement attended the on-campus school which provides school programming for the community also. The child was discharged to the same contractor’s CWES shelter program. For Well-Being Performance Measure 2, does the contractor complete the requirement for sending school-related information to the referral worker at the end of each placement, even though the child remains in the same school?

**A1:** Yes. Both FGCS and CWES contractors must report independently of one another, in compliance with each of the individual contracts. Admission and discharge dates would be unique to each placement.

**Q2:** Our residential campuses provide school year round. Do we continue to track and report the school attendance outcome through the summer months?

**A2:** Yes

**Q3:** When a child in placement continues to attend his or her public school, no school information would be provided to the referral worker upon discharge since the child did not change schools. Do we simply indicate that no school information was sent because there was no change in schools?

**A3:** Yes. Youth that continue to attend their home school during placement are excluded from reporting for Well-Being Outcome 2. Therefore, you will not enter a discharge date in Column K of the school performance report for these youth.

## Foster Group Care Services (FGCS) Contract Questions & Answers

---

Column K has a default entry of "NA." When the entry in Column K remains "NA" (meaning the contractor has not entered anything to replace it), the contractor may enter the reason from the drop down box in Column N to explain why a discharge date was not entered. One of the choices is that the child remained in their original home school during the placement. Contractors should not enter anything in Column K unless they intend to also make an entry in Column L.

**Q4:** if a child attends a public school and upon discharge is placed in another school district requiring records to be sent from one public school to another, I'm unsure how we can pursue with the first school whether or not they sent the records due to our releases being void upon discharge of the client.

**A4:** A contractor is not responsible to assure that one school transfers information to another school. The contractor's responsibility is to provide to the referral worker any school-related information it has and to make this same information available to the receiving school if it is requested.

### **3. Billed Services and Documentation**

#### **a. Reserve bed payments**

**Q1:** If a girl is placed in psychiatric hospitalization, do we still charge D Codes when a bed is held for her?

**A1:** Payment for allowable reserve bed days is described in 441 IAC Chp. 156.10 criteria. For this, the usual D codes would be used.

441 IAC Chp. 156.10 indicates that family visits, hospitalization, runaways, and pre-placement visits are situations that allow payment for reserve bed days. See [441 IAC Chp. 156](#) for all conditions that must be followed.

**Q2:** A child ran away from placement which initiated the "reserve bed payment." For the reason of "runaway," this can be used for up to 14 days when all payment conditions are met. The child returned several days later, but stayed for only two hours. Does this restart the allowable 14-day period?

**A2:** The Department has generally considered a youth present in group care when the youth is there for any part of a day and the DHS would pay for a reserved bed on that basis (for any of the allowed reasons). If the contractor considered that youth to be back "in" group care that day—even if only for 2 hours—and the intent for all parties was that the youth would go back to the group care when the run ended, payment for group care would be allowed for that day and the reserve bed payments would no longer be needed.

## Foster Group Care Services (FGCS) Contract Questions & Answers

---

While payment may be allowed in the first place, and the 2<sup>nd</sup> run could initiate a new 14-day period, the worker and the contractor need to re-evaluate the placement if running continues.

Additionally, a Service Area Manager may approve up to 30 consecutive days if it is determined necessary.

### **b. Documentation of services**

**Q1:** Chapter D of the FGCS provider handbook says providers are required to document a child's general progress regarding the care plan no less than once in every seven calendar days. And, the contract requires maintenance of sufficient documentation to substantiate the validity of all claims for payment and reports submitted to the Agency.

Is the provider handbook still the guide on documentation and is that sufficient to meet contractual requirements?

**A1:** Yes, the FGCS contractor would refer to Chapter D of the FGCS handbook in the section titled "Maintenance of Client Service Records." That section describes all requirements regarding each child's file and service record.

Additionally, refer to [441 IAC Chp. 152.2\(6\)](#) which covers the daily documentation of billed services and [441 IAC 114.10\(4\)](#) which covers the daily logs.

## **4. Termination of Contracts**

**Q1:** What the process to end a FGCS contract with the Department?

**A1:** Please review Section 2.5 *Termination* in the FGCS contract.

**Q2:** Can a contractor be licensed to provide "enhanced" services rather than "Comprehensive"?

**A2:** No, there is no "enhanced" licensure category; there are only two levels of licensure: "Community" (for payment purposes coded as D1) and "Comprehensive" (for payment purposes coded as D2). All successful bidders that had been offering "enhanced" services (for payment purposes coded as D3) at the time of the SFY12 RFP bid proposal were licensed at the "Comprehensive" license level and continued with that level of service at the time of contracting.

**Q3:** Can a contractor change from "Comprehensive" to "enhanced" services?

## **Foster Group Care Services (FGCS) Contract Questions & Answers**

---

**A3:** Not for a new service. The Foster Group Care and Supervised Apartment Living Foster Care Request For Proposal No. ACFS-11-115 said, “For a new Contractor or an existing Contractor adding a new Foster Group Care service, the payment rate for the new service shall be limited to either the Community or Comprehensive rate . . . .”

**Q4:** Can a contractor video tape interaction in the common living areas to use as training tapes for their staff to reduce control room usage?

**A4:** Consideration of this activity would require evaluation of a contractor’s proposal that would include, but may not be limited to, a specific description of what the recording would entail. For example, where cameras would be placed, for what reasons, justification for how this will control (reduce) use of the control room, how confidentiality would be protected, how long the video tape would be kept, etc..

### **5. Placement Agreement**

**Q1:** Does the Foster Group Care contract address the need for a 10-day notice to discharge a youth in placement?

**A1:** By contract, contractors must comply with all licensure requirements. Licensing standards require placement agreements at admission and when signing the DHS placement agreement (Form No. 470-0719) the contractor agrees to give a minimum of ten days written notice, except in an emergency, before requesting the removal of a child from care so planning may be made on behalf of the child. The basis for this requirement is the Iowa Administrative Code 441 Chp. 202.13(4).

### **6. Behavioral Health Intervention Services (BHIS)**

**Q1:** Can Foster Group Care staff who are supervising the youth in placement as part of their group care duties also provide one-on-one Behavioral Health Intervention Services (BHIS) at the same time?

**A1:** Foster group care staff are covered by the contract to perform the foster group care activities of Maintenance and Child Welfare Service as defined in RFP, contract, rules, etc.. That does not include BHIS or any other service outside these definitions.

BHIS is an allowable service for eligible group care youth, but it’s a separate service funded through the Medicaid program, not by the foster group care per diem. Group care staff persons may be authorized to provide BHIS and that is allowable in the group care setting.

## Foster Group Care Services (FGCS) Contract Questions & Answers

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But staff should not combine foster group duties with BHIS duties; they are funded separately and they must be accounted for and billed separately. Further, the responsibilities and service expectations of one should not encroach on the other.

With questions or comments about this document please contact:

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