meals and snacks per day. All meals served shall meet the basic nutritional requirements as specified by the US Department of Agriculture. Foods high in nutritional value and fiber and low in salt, fat and sugar shall be part of the nutrition program. Children should participate in meal planning and preparation, sharing of kitchen chores and other household responsibilities, appropriate to their age and developmental level.

3. The Contractor shall provide each child with adequate provisions for bathing and laundry, linens and adequate drawer and closet space.

4. The Contractor shall provide a weekly age-appropriate allowance, supervision in spending of allowances for clothing and/or personal needs, and adequate personal storage facilities.

5. The Contractor shall ensure that each child has an opportunity to participate in religious services of his/her choice, to include not participating in religious activities.

6. The Contractor shall maintain programs of family-oriented recreational and cultural/educational activities that shall be provided for the children. The Contractor's plan shall enhance the development and nurturing of children's hobbies, interests and other leisure time activities.

7. The Contractor shall provide each child with an ample supply of appropriately sized seasonal clothing and items necessary for personal hygiene and grooming.

8. The Contractor shall maintain a method of involving the child to the fullest extent possible in decision-making as it relates to his/her care and general daily living.

9. The Contractor shall maintain a program to prepare older teens for independent living. The program shall include, but not be limited to: teaching life skills (such as budgeting, meal planning and preparation, securing housing and employment); determining vocational skills and academic competencies; assessing the total medical, psychological, academic, social and emotional needs of the youth; and using community resources. When appropriate, the Contractor shall develop individual, realistic goals to help the youth make the transition from foster care to independence. The Contractor shall help the youth secure a job or develop an apprenticeship and shall help the youth secure appropriate housing.

10. The Contractor shall maintain a daily routine/schedule of events and activities in the foster home setting, and provide a sample of activities that shall be provided on a daily, weekly and monthly basis for each child.

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11. None of the following shall be used as a form of punishment: the administration or threat of corporal punishment, denial of access to educational programs, limiting access to family members, or withholding of food, medical care or other basic necessities.

K. Health and Medical Care

1. The Contractor shall meet the medical, dental, vision, behavioral and other health needs of children, including preventative, routine, emergency and follow-up medical care.

2. The Contractor shall maintain procedures to be followed in case of sicknesses, accidents or any other emergencies including informing CFSA and securing appropriate authorizations for treatment and documenting unusual incidents within appropriate time frames.

3. The Contractor shall provide children with medically recommended glasses, hearing aids, prosthetic devices, corrective physical or dental devices or other equipment recommended by a physician or dentist.

4. The Contractor shall maintain and follow a policy for the administration of medication, especially prescription drugs. This policy shall reference the persons responsible, documentation procedures and procedures for notifying appropriate persons in cases of negative reactions to drugs or medication/dosage errors.

5. All medical and behavioral health services are to be provided by licensed doctors and agencies that accept DC Medicaid. CFSA shall assist the Contractor in identifying Medicaid providers.

L. Clinical and Treatment Services

1. The Contractor shall ensure that each child receives appropriate clinical and therapeutic services as established by their ITP or case plan.

2. The Contractor shall ensure that all services identified in each child's case plan are provided in a timely and effective manner. The Contractor shall employ methods/ techniques to enhance each child's self-care skills/functioning, academic skills, social adaptive skills and communication skills.

M. Educational and/or Vocational Services

1. Every child must be enrolled in an appropriate educational and/or vocational program.

stabilize and treat the child. The ITP shall include discharge planning. Roles, responsibilities and time frames shall be clearly defined and reviewed.

2. Included in the ITP planning team shall be the Contractor's social worker, the therapeutic parent, and, where appropriate, the youth and any other individuals involved in the youth's care. The child's previous social worker shall participate in at least the first meeting of the ITP planning team.

3. The ITP shall include a behavior management plan, which is to be signed as acceptance by the therapeutic parent, the youth and the social worker.

4. No less than quarterly, the Contractor shall assess and reevaluate the ITP for each child and shall update the plan and change or establish additional steps to meet the treatment goals.

P. Adoption Services

1. The Contractor shall maintain adoption services for those children in its program whose permanency plan becomes or appropriately could be adopted in accordance with its proposal.

2. The Contractor may provide adoption services or refer children to CFSA for adoption planning when adoption becomes the goal. If the Contractor proposes to refer all or some children to CFSA for adoption services, its proposal must state when such a referral would be made.

3. If the Contractor is to provide adoption services, the following shall apply:

4. Once a child's goal is adoption, the Contractor shall first determine whether the foster family is interested in adopting. If the foster family is not interested, the Contractor may refer the child to CFSA and/or recruit an adoptive family, at its own expense. Children for whom no homes have been identified within two months of the child's goal becoming adoption must be referred to the CFSA Adoption Coordinator.

5. The Contractor must train the adoptive parents and complete their home study. All home studies must be presented to CFSA for approval by the Chief, Adoptions Branch, prior to submission of court reports. CFSA shall return adoption reports to the Contractor, with approval or denial, within two working days of their receipt.

6. The Contractor shall inform CFSA immediately of any potential adoptions that might be problematic or controversial.

13. Based on a thorough assessment of the child's needs, the social worker shall determine which community resources are required and how they can be used to meet the objectives of the child's ITP. The social worker shall advocate for and coordinate the provision of such services.

14. The social worker together with other professional staff as designated by the Contractor shall be on-call to the therapeutic parents and the families of the children on an around-the-clock, seven-day-a-week basis.

15. The social worker shall provide crisis intervention services when the need for such services is present. The social worker shall intervene to help resolve the crisis and stabilize the child and family.

16. When appropriate, the social worker shall seek to support and enhance the child's relationships with his/her birth family during his or her time in the Contractor's program. The social worker shall arrange and encourage regular contact and visitation as specified in the ITP. The social worker shall seek to include the family in treatment team meetings, treatment planning, and decision making, and shall keep them informed of the child's progress.

17. The social worker must be licensed at the LGSW level.

18. The role of therapeutic parents is central to therapeutic foster care. These parents serve as in-home therapeutic agents implementing strategies specified in a child's ITP. Their responsibilities also encompass all basic parenting duties typically required of foster parents, including, for example, the provision of nutrition, clothing, shelter and physical care; nurturance; acceptance of the child and his or her family; supervision of the child; transportation to needed services and compliance with federal, state and agency regulations concerning foster parents.

19. Therapeutic parents must be in good health and have a physical exam by a licensed physician within thirty days prior to the start of employment. Results of that and subsequent annual physicals must be in the therapeutic parents' personnel files.

20. Therapeutic parents assist the treatment team in the development of the Individual Treatment Plan for the child in their care. This is accomplished by attending the ITP and update meetings, participating in training sessions, and involvement in all other meetings and functions as required by the program.

21. Therapeutic parents have primary responsibility for implementing the interventions identified in the treatment plan.

22. Therapeutic parents shall systematically record information and document activities as required by the Contractor and the standards under which it operates. Therapeutic parents shall keep a systematic record of the child's behavior and progress in targeted areas on a daily basis (or more often as medically necessary).

23. Therapeutic parents shall assist the child in maintaining contact with his or her family and shall work actively to support and enhance these relationships, unless contraindicated in the child's ITP and case plan.

24. Therapeutic parents shall assist in the implementation of the child's permanency planning goals. Where the goal is return home, this assistance shall include, but not be limited to, emotional support; advice; demonstration of effective child behavior management and other therapeutic interventions to the child's family; and support to the child and family during the initial period of post-therapeutic foster care placement.

25. All information the therapeutic foster care provider receives concerning a child to be placed with a therapeutic family must be shared with and explained to the prospective foster family prior to placement. Therapeutic parents have access to full disclosure of information concerning the child as well as the responsibility to maintain agency standards of confidentiality regarding such information. The information must include, but is not limited to, the child's strengths and assets; potential problems and needs; and initial intervention strategies for addressing these areas.

26. Respite care providers must be informed of the child's treatment plan and supervised in their implementation of the specific in-home strategies.

27. During their time as therapeutic parents, the parents must have access to counseling and therapeutic services arranged by the therapeutic foster care program for personal issues or problems caused or exacerbated by their work as therapeutic families. These issues may include marital stress or abuse of their own children by a child in their care.

28. The therapeutic foster care program shall facilitate the creation of support networks for therapeutic parents (which may include formal groups, informal meetings or "buddy" systems).

29. The supervising practitioner supports and supervises the treatment team in providing active treatment to the child and his or her family.

30. The supervising practitioner shall provide regular support and guidance to the treatment team through team meetings.

31. The supervising practitioner helps in the development of a comprehensive treatment plan based on a thorough assessment of each child admitted to the program and his or her family and input provided by the treatment team. She or he also participates in ongoing treatment planning and implementation for each client and family as appropriate.

32. The supervising practitioner provides consultation for on-call staff and therapeutic parents. The supervising practitioner also helps coordinate emergency psychiatric hospitalizations when necessary and works with or is the admitting physician.

33. The supervising practitioner shall meet with the child and his or her family as described in the treatment plan to assess the child's needs and monitor progress toward goals.

34. The supervising practitioner must be a licensed practitioner of the healing arts who is able to diagnose and treat major illness within his or her scope of practice and must maintain this licensure in the state in which the program operates.

S. Step-Down Therapeutic Foster Care Services

1. Once it has been determined that a child is no longer in need of the intense therapeutic milieu of the full therapeutic home but is not ready to be placed into a traditional foster care situation, the Contractor and CFSA may determine that a "step-down" situation may be appropriate for the child. This is especially true for those situations in which it is desirable to keep the child in the same home with the same foster parents, but at much less intense treatment level. The Contractor shall maintain a written protocol to be used in determining when it is appropriate to reduce a child's level of care in a step-down situation. The Contractor's written protocol shall be approved in advance by the Program Contract Monitoring Unit.

2. The decision to reduce the level of treatment being received by a child in a therapeutic foster care home shall be made by agreement between the Contractor and the child's Social Worker. In those cases of disagreement, the decision shall be made by the CFSA Deputy Receiver for Program Operations or her designee. No child may remain in a step-down foster care home for more than two years.

3. A child may be placed into a step-down placement from a full therapeutic placement at another home or facility if deemed appropriate by CFSA.

ARTICLE II. FOSTER PARENT SUPPORT

A. The Contractor shall ensure that treatment foster parents are recruited, trained, studied and certified in accordance to the specifications of the Contractor's program description and in compliance with the referring agency's policies and procedures.

B. The Contractor's treatment foster homes shall serve as the primary environment in which a client can gain whatever skills would assist him or her become a more stable and responsible individual. Treatment foster parents are selected based upon their skills and motivation to handle the challenges posed by severely troubled children and adolescents.

C. The Contractor shall provide the prospective treatment foster parents with the intervention techniques and advanced parenting skills, extensive assistance and supervision needed to implement the Individual Treatment Plan for the client.

D. The Contractor shall contact the treatment foster parents at least once per week by telephone and document these conversations. This shall not be substituted for the regular home visit.

E. The Contractor shall provide newly recruited treatment foster parents with 30 hours of pre-service training.

F. Each treatment foster parent shall receive a minimum of 20 annual hours of in-service training, unless greater hours are required by state licensing requirements.

G. The Contractor shall provide treatment foster parents with opportunities to enhance communication skills, relationship skills, and positive child-management techniques via direct consultation and training and through support groups.

H. Case managers shall visit each treatment foster parent home a minimum of every other week to evaluate and observe the parent interactions with the client, to assess levels of family integration, and to teach highly individualized case-specific skills.

I. The Contractor shall coordinate all child care and respite services for the client and shall document when these services are needed, and that all care providers meet agency standards, including police, child abuse and medical clearances.

J. The Contractor shall provide treatment foster parents with at least two days per month of respite care. The Contractor shall ensure that respite care is made available in incidents of

crisis and emergency to prevent the disruption of the child's placement.

K. The treatment parents shall serve as the primary day-to-day teachers to clients in care and be available to them on a 24 hour basis.

L. The Contractor shall ensure that treatment parents arrange necessary child care services at no additional expense to CFSA.

M. Treatment parents must have access to reliable transportation and a telephone in the foster care therapeutic home.

ARTICLE III. ADDITIONAL OR "ADD-ON" SERVICES

A. There are no provisions in this contract for additional or "add-on" therapeutic, psychiatric, other treatments or services such as "wrap around", tutoring or escort services, etc. beyond those described and funded in the Contractor's proposal. The Contractor shall furnish these services to the children in its care at its own expense if it is felt that these services are required.

B. In those circumstances where an additional service is contemplated for a child, the request for the additional or "add-on" service must be in writing from the Contractor's Program Director to the CFSA Director of Programs with a justification of the need for the additional service including an explanation why the service is not included in regular program costs and whether or not a placement in a more intensive therapeutic program is warranted. The Contractor shall not be paid for any add-on service prior to the approval of the written request and the issuance of the appropriate procurement documents from the Director of Contracts.

C. The costs associated with any additional services shall be charged against the contract ceiling price of the contract under which the child had been placed with the Contractor.

ARTICLE IV. STAFF REQUIREMENTS (GENERAL)

A. The Contractor shall employ and maintain staff as required by the LaShawn Modified Final Order and as specified in its proposal.

B. The Contractor shall maintain documentation that each staff person possesses adequate training, qualifications and competence to perform the duties to which she/he is assigned. This training shall meet all requirements of the LaShawn Modified Final Order.

C. The Contractor shall ensure that all employees have been cleared through the Child Protective Register and the Police Department of the jurisdictions in which they have resided for the five years prior to the employment under this contract.

D. The Contractor shall ensure that all direct and indirect staff, including but not limited to consultants, do not have any prior criminal record of convictions for child abuse or molestation, sexual abuse or rape, drug possession or distribution, or of any other crime of violence.

E. The Contractor shall submit to the Contract Administrator, within thirty days of contract execution or when new staff are hired and annually thereafter, current health certificates for all therapeutic parents and staff to establish the absence of communicable diseases.

F. The Contractor shall maintain written job descriptions covering all positions funded under this contract. Such documentation must be included in the Contractor's files and be available for inspection by CFSA officials upon request. Job descriptions shall include education, experience, and/or license/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria.

G. The Contractor shall maintain an individual personnel file for each staff person employed under this contract which shall contain the application for employment, employment history and/or resume, professional and/or personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Contractor's actions with respect to the allegations, and date and reason(s) if terminated from employment. All personnel materials shall be made available to the Contract Administrator upon request.

H. The Contractor shall provide orientation sessions for all therapeutic parents and staff with respect to administrative procedures, program goals, policies and practices to be adhered to under this contract.

I. The Contractor shall provide a current organizational chart for all functions funded under this contract which displays organizational relationships and demonstrates who has the responsibility for administrative oversight and program supervision over each activity.

J. Any changes in staffing patterns or job descriptions for positions funded under this contract must be approved in writing by the Contract Administrator two weeks in advance of such changes.

K. Staff persons must meet all applicable requirements for certification and/or licensing, and

shall be adequately trained to perform required duties.

L. The Contractor shall provide a staff training plan that shall include, at a minimum, 40 hours of initial training for all staff in areas related to their positions and 20 hours of annual in-service training thereafter.

M. The Contractor shall terminate any staff or foster parents for whom there is substantial evidence he or she has engaged in:

1. physical and/or sexual abuse of children or other staff persons
2. verbal abuse of children, family members or other staff persons
3. drug or alcohol use on the premises or with children, or such that he or she was intoxicated while on duty.

N. Failure to dismiss employees for these conditions shall be cause for termination of this contract pursuant to the provision entitled "default."

ARTICLE V. PERFORMANCE STANDARDS AND MONITORING

A. The Contractor shall be accredited and licensed by the required accrediting/licensing bodies at the state and local levels. The Contractor shall maintain its child-placing agency license in the District of Columbia if it maintains foster homes or places children within the District.

B. The performance of this Contract shall be monitored on a regular and routine basis by the Program Contract Monitor and the Contract Administrator. The monitoring and evaluation procedure shall include a review of records, reports, policies and procedures, site visits interviews and collateral contacts as well as all other contract requirements as set forth in the Scope of Services and elsewhere in this agreement.

C. The Contractor will provide the Contract Monitor and other authorized representatives of CFSA such reasonable access to its facilities, clients and staff as may be necessary for monitoring and inspection purposes. All access will be conducted during normal business hours. Visits to the Contractor's facilities may be announced or unannounced. Visits by CFSA staff regarding the health, welfare or safety of a child may be conducted at any time of the day or night with prior authorization of the Contracting Officer.

D. In additions to the items above, performance of this contract will be judged on the Contractor's success in:

1. helping children achieve their treatment objectives in a timely manner;
2. achieving stability in placements, reducing the number of re-placements for any reason other than reunification, independence or emancipation;
3. achieving stability in youth's educational placements;
4. helping children achieve their permanency plan goal;
5. producing finished ITPs, court reports, etc. within mandated time frames; and
6. providing the services required by each youth's ITP.

ARTICLE VI. DELIVERABLES

A. The deliverables in this contract will be the services as outlined in the Scope of Services and other records, reports or actions as directed in this agreement.

ARTICLE VII. RECORDS AND REPORTS

A. The Contractor shall inform the Contract Monitor, in writing, of any changes in staff.

B. The Contractor shall submit monthly reports for each client to the Contract Monitor and CFSA Social Worker (if applicable), specifying the placement, adjustment and progress of the client. Initial reports on the client must be submitted to the above named parties 30 days after placement, specifying the placement in the foster home and the social work services, education, therapeutic and health services being provided to the client, his family, and the foster parents.

C. The Contractor shall prepare Court reports and submit them to the CFSA Court Services Unit of the Office of the General Council and the Contract Monitor for submission to the Court no less than ten days working days prior to any scheduled court hearing. These reports are to be comprehensive in content and address all aspects of the case, including client's psycho/social/educational adjustment and issues related to the child's progress in therapeutic foster care.

D. The Contractor shall notify the Contract Monitor and CFSA Social Worker immediately if possible, but no later than 24 hours, of any unusual incident. Unusual incidents are any significant occurrence or extraordinary event which is different from the regular routine or which varies from established procedures. Examples of unusual incidents include, but are not limited to, physical abuse, sexual abuse/relations, serious injury (deliberate or accidental), abscondence, contraband, serious complaints from family or visitors, requests for information from the press, attorneys or public officials outside of the LaShawn General Receivership. The Contractor is required to report all incidents of abuse, serious

injury and abscondence immediately to the police in the jurisdiction where the incident took place.

1. The initial report of the unusual incident shall be faxed to the Contract Monitoring Unit at 202.842.2335. The date, time, place, person(s) involved, and a brief description of the incident shall be included.

2. A full written report of the incident, including the steps taken to resolve the problem, shall be forwarded within five days of the incident.

E. The Contractor shall be responsible for maintaining the case record, which shall include complete documentation of medical treatment, education and other services. These records shall contain uniform progress reports and current documentation of any relevant data. These records should contain the same data that is being sent to the Contract Monitor in the client's quarterly progress reports. For confidentiality and security, these records should be kept in a locked file, controlled by appropriate staff.

F. The Contractor shall permit the designated Contract Monitor to inspect and review records which are collected and maintained.

G. The Contractor shall maintain, organize and update all client and biological family records in compliance with the Child and Family Services' requirements for case record keeping.

ARTICLE VIII. REFUSAL OF PLACEMENTS

A. CFSA reserves the right to place children in any facility or program under contract which has program openings or "slots" available and which it determines is a proper placement as indicated by the placement activities of its Placement Identification and Referral Office (PIRO) and the assigned CFSA social worker.

B. The Contractor may not refuse to accept a placement made through PIRO which it and the assigned CFSA social worker both determine is an appropriate placement. Any such refusal to accept a placement made in accordance with this Article shall be grounds to terminate the Contractor for Default.

C. After placement of the child into its program, if a Contractor still feels that it is an inappropriate placement, it may ask for a review of the placement. The request for the review shall be made during routine business hours on the next working day and should be addressed to the CFSA Director of Programs. The initial request may be verbal via the

telephone but should be in writing by the time of the informal review by the Director.

D. The CFSA Director of Programs shall conduct an informal review of the placement within 48 hours after receipt of such a request from a Contractor. The informal review may take place via telephone or at a scheduled meeting in which the Contractor, a PIRO representative, the CFSA social worker, and a representative from Contract Program Monitoring shall be present. The Director shall review all of the facts of the case and make an informal determination of the appropriateness of the placement at the review. The initial decision may be verbal, but shall be followed by a written decision to the Contractor within five working days of the informal review. If after review by the CFSA Director of Programs, the Contractor still feels the placement is inappropriate, it may request that the placement be reviewed by the General Receiver.

E. A previous unsuccessful placement of the same child with the Contractor shall not be sufficient grounds alone for a Contractor to maintain that the placement is inappropriate.

F. Any continuing pattern of unfounded placement challenges by a Contractor shall be sufficient cause to review the Contractor's performance for possible contract termination. Likewise, if a Contractor determines that a pattern of inappropriate placements is being made, it may request (in writing) that the CFSA Director of Programs review the placement policies of PIRO.

ARTICLE IX. PERIODIC UTILIZATION/OCCUPANCY LEVEL REVIEWS

A. CFSA shall conduct periodic utilization and occupancy level reviews of this contract to ensure that the number of contracted for slots are being made available to the Agency and are being utilized in accordance with the anticipated demand for the service. These reviews shall take place at three, six, and nine months after the commencement of the contract period. These reviews shall focus on whether the Contractor has maintained a diligent and sustained level of effort which has resulted in measurable progress towards the maximum number of contracted for placement slots being available to the Agency.

B. In the event that CFSA determines that the Contractor has not made the anticipated progress towards the availability of the maximum number of contracted for placement slots or is incapable of delivering the placement slots, CFSA may elect to reduce the number of contracted for placements with the Contractor on a unilateral basis. Conversely, CFSA may elect to negotiate with the Contractor for additional placement slots at the same or a lower per diem rate should it appear that the Contractor has the capacity to make additional placement slots available to the Agency. The utilization of any additional placement slots shall not take place until a contract modification has been executed by the Contracting Officer and

sufficient additional funding has been made available by appropriate financial documentation.

C. These reviews may include an examination of the circumstances under which the placement of any particular child has been refused when it appears that the needs of the child fall within the scope of services being offered by the Contractor. The fact that the child may have resided previously at one of the Contractor's facilities shall not constitute sufficient justification for a refusal of a placement.

D. The utilization reviews will examine the rate of failed placements with the Contractor. This particular aspect of the periodic reviews shall focus on the needs of the child(ren) who had to be re-placed when their needs should have been met within the scope of contracted for services to be provided by the Contractor.

ARTICLE X. MEDICAID AND HEALTH CARE SERVICES

A. ALL child mental health, physical health, therapy or psychiatric counseling, social or therapeutic counseling, medical equipment, prescriptions, and dental care services shall be furnished by a Medicaid-participating provider under the Medicaid program.

B. There are no provisions in this contract, for additional therapeutic or psychiatric counseling or other "treatment" services beyond those routinely associated with the current prevailing standards for continuing and emergency group home foster care services. Any non-emergency, i.e. non-life threatening, health or mental health care or transportation services which are obtained from non-Medicaid approved sources or for services not covered under the Medicaid program shall be paid by the Contractor unless pre-authorization is obtained from the Director, Contracts, Grants & Procurement.

C. In cases of life threatening emergencies when services cannot be obtained from a Medicaid-participating provider, pre-authorization must be obtained from the Director, Contracts, Grants & Procurement. During non-working hours, pre-authorization must be obtained from the CFSA Duty Officer or his/her designee.

D. Nothing in this contract shall be used as a basis to deny any medical or dental care services required by any child whose health, safety and welfare have been entrusted to the Child and Family Services Agency under the LaShawn General Receiver.

E. As CFSA has been appointed the legal guardian of the children entrusted to its care, the Contractor is not be authorized to make unilateral decisions regarding medical treatments of children assigned under a contract. As such, CFSA must give consent for all medical treatment of wards under its care.

ARTICLE XI. CONFIDENTIALITY

A. The Contractor shall maintain confidentiality of all client information and records.

B. The Contractor shall not allow the disclosure, inspection or use of client records by any individual who is not an employee of the Contractor or CFSA without a signed release from the client's legal guardian.

ARTICLE XII. SPECIAL INDEMNITY

The Contractor shall indemnify and hold harmless the Receivership and the District of Columbia and all their officers, agents and servants against any and all assessments, fines or monetary penalties that may be imposed on either by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, consent decree or consent agreement, as a consequence or result of any act, omission or default of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this agreement.

ARTICLE XIII. INSURANCE

A. The Contractor at its expense shall obtain, at the minimum, insurance coverage as set forth below prior to award of the agreement and keep such insurance in force throughout the agreement period.

B. The Contractor shall carry employer's liability coverage of at least one million dollars ($1,000,000).

C. The Contractor shall carry bodily injury liability insurance coverage written on the comprehensive form of policy of at least five hundred thousand dollars ($500,000) per occurrence.

D. The Contractor shall carry automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles shall provide coverage of at least two hundred thousand dollars ($200,000) per person and five hundred thousand dollars ($500,000) per occurrence for bodily injury and twenty thousand dollars ($20,000) per occurrence for

property damage.

E. The Contractor shall carry workers' compensation insurance covering all of its employees employed upon its premises and in connection with its other operations pertaining to this agreement, and shall comply at all times with the provisions of the workers' compensation laws of the District of Columbia or another state if the work under this agreement is performed outside of the District of Columbia.

F. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability and worker's compensation insurance, shall set forth the Receivership and the District of Columbia as additional insured. All insurance shall be written with responsible companies licensed by the District of Columbia. The policies of insurance shall provide for at least 30 days written notice to the Agency prior to their termination or material alteration.

ARTICLE XIV. TERMINATION FOR DEFAULT OR CONVENIENCE

The Agency may, by written notice of default or convenience to the Contractor, terminate the whole or any part of this agreement in any one of the following circumstances:

A. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

B. If the Contractor fails to perform any of the other provisions of the resultant agreement, or should fail to make progress so as to endanger performance of the resulting agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or longer period as the Contract Monitor or Contract Administrator may authorize in writing) after receipt from the Contract Monitor or Contract Administrator specifying such failure.

C. The Agency may terminate any performance of work under this agreements, in whole or, from time to time, in part if the Agency determines that a termination is in its best interest. At such time, the Contracting Officer shall issue a Notice of Termination specifying the extent of termination and effective date. The Contractor shall only be paid for work or services actually performed or delivered up until the effective date of the contract termination.

ARTICLE XV. CONTRACT TYPE AND PRICE

A. This is an Indefinite Quantity Contract with Fixed Unit Pricing and a maximum contract ceiling amount, with payments based on the documented delivery of the specified units of service.

B. The specified unit of service shall be a child/day for which the Contractor shall be paid a fixed per diem rate for each day that a child is in residence at one of its therapeutic foster care homes. The fixed per diem rate may be at the full therapeutic rate or at the step-down rate (a lower rate). The fixed per diem rates encompass any and all of the various sundry amounts which may be required under any number of Federal or State statutes for such items as food, clothing, shelter, administration, counseling, personal allowance, etc. The daily per diems are all inclusive in that all costs associated with the Contractor's program are contained in the daily rates. No other payments are allowed nor shall any be approved except in extremely rare and unusual circumstances. One year's residence or 365 days residence (adjusted for leap years when necessary) for one child at one of the Contractor's homes shall constitute a "slot" or placement position. The maximum number of children who may reside at the Contractor's homes, full therapeutic and/or step-down, at any one time equals the number of "slots" or placement positions contracted for under this agreement.

C. The Contractor shall provide slots or placement positions for a maximum of thirty-six (36) children at its therapeutic foster care homes. The number of contracted for placements shall not exceed thirty-six (36) at any time and may be all full therapeutic placements, all step-down placements, or a combination (not to exceed 36) of full therapeutic and step-down placements. No Contractor therapeutic foster care home shall contain a full therapeutic placement slot and a step-down placement slot at the same time unless special prior authorization is received from the Director of Programs.

D. There are no cost reimbursable items of any kind in this contract.

E. The full therapeutic per diem rate for this contract is **Ninety-six Dollars and Twenty-two Cents ($96.22)** and the step-down per diem rate is **Eighty Dollars and Twenty-two Cents ($80.22).**

F. The maximum ceiling amount of this contract shall not exceed **One Million Two Hundred Sixty-four Thousand Three Hundred Thirty-one Dollars and No Cents ($1,264,331.00)** for the initial one year duration of this contract.

G. The ceiling limit imposed in the subsection above may not be exceeded unless a contract modification is issued in advance of any program number increases.

ARTICLE XVI. PAYMENT TERMS AND CONDITIONS

A. The Contractor shall submit monthly invoices on an approved form. The invoice shall include the contract number, the clients' names, the clients' numbers, billing period, number of days service provided, amounts billed for the period with authorized signature and a contact telephone number. Invoices should include information on any previously billed amounts on specific children by client number and month for which payment has not been made.

B. Invoices should be sent by the fifth day of the month following the month in which services were provided to:

Contract Administrator
Contract Number 8KFT16
Child and Family Services Agency
Railway Express Building, Suite 221
900 Second Street, NE
Washington, DC 20002

C. CFSA shall make payments on the invoiced amounts in accordance with the terms of this contract. The amount of money paid by CFSA against an invoice shall not exceed the amount approved by the Contract Administrator, or in the case of a dispute between the Contractor and the Contract Administrator, the Contracting Officer shall make the final determination.

ARTICLE XVII. FACTORING NOT ALLOWED

A. The Contractor may not assign payments or sell its invoices to any third party, including "factoring" companies, or other creditors.

B. Due to the potential negative impact upon an operating program in which services are being provided to minor children and the potential loss of Federal reimbursement funds, CFSA shall not recognize third party claims to any Contractor invoice receipts save those placed by a properly executed lien to satisfy an indebtedness to the US government. The Agency shall neither recognize nor be a party to any third person agreements calling for the payment of invoiced amounts to any other person than the Contractor. No person in Agency has the authority to change this policy except the General Receiver.

ARTICLE XVIII. CONTRACT MONITOR AND ADMINISTRATOR

A. The Contract Monitor for this contract shall be Chainie Scott, Branch Chief, Contract Monitoring or her designee, Railway Express Building, Suite 13, Child and Family Services Agency, 900 Second Street, NE, Washington, DC 20002, 202.842.4457. Should there be a change in the Contract Monitor, the Contractor shall be notified in writing.

B. The Contract Administrator for this contract shall be John M. Oppedisano, Chief, Contracts, Grants & Procurement or his designee, Railway Express Building, Suite 221, Child and Family Services Agency, 900 Second Street, NE, Washington. DC 20002, 202.842.0888. Should there be a change in the Contract Administrator, the Contractor shall be notified in writing.

C. In no event is the Contract Monitor or Administrator empowered to change any of the terms and conditions of the contract. Only the Contracting Officer is authorized to make changes in the terms and conditions of this contract pursuant to a properly executed contract modification.

ARTICLE XIX. ACCOUNTING AND AUDITS

A. The Contractor shall maintain an accounting system which conforms with Generally Accepted Accounting Principles (GAAP) which permits an audit of all income and expenditures received or disbursed by the Contractor in the provision of services under this contract.

B. The Contractor shall make provisions, upon request by the Contract Administrator or their designee(s), for inspection of contract and financial records, including but not limited to, audited financial statements and tax returns.

ARTICLE XX. DURATION

A. Contract Period

The initial term of this contract shall be from January 29, 1998, through January 28, 1999. CFSA may exercise up to four one-year options on this agreement by giving the Contractor 30 days notice of its intention to exercise the option. Execution of any option years shall be accomplished through a bilateral contract modification changing the contract duration which will only become effective after approval of the Contracting Officer and the District of Columbia Financial Responsibility and Management

Assistance Authority (the Control Board).

B. Continuity of Service

It is essential that continuity of services be maintained for clients served under this contract. Therefore, in the event that the awarded contract expires (without renewal) or is terminated, the Contractor shall cooperate with the Contract Administrator and any successor Contractor to enable the smooth transition from one Contractor to another. This cooperation shall include the availability of all records regarding each client and of equipment purchased with contract funds. The Contractor shall assure that his/her program management and direct care staff are available for transition meetings and conferences with the General Receiver and, if necessary, the staff of the new Contractor.

ARTICLE XXI. DRUG-FREE WORKPLACE

A. The Contractor shall, within 30 calendar days after award, ensure the following occurs:

1. Publish a statement (a) notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and (b) specify the actions that shall be taken against employees who violate that prohibition.

2. Establish an ongoing drug-free awareness program to inform employees about (a) the dangers of drug abuse in the workplace, (b) the contractor's drug-free work-place policy, (c) any available drug counseling, rehabilitation, and employee assistance programs, and (d) the possible penalties for drug abuse violations occurring in the workplace.

3. Require that employees directly involved in performing a Government contract notify the contractor within five days of any criminal drug conviction for a violation occurring in the workplace.

4. Notify the Contracting Officer about any such conviction within 10 days after the contractor (a) receives the above notice from the employee or (b) otherwise receives actual notice from any employee convicted of a drug abuse violation in the workplace, either taking "appropriate personnel action" against the employee (up to and including termination) or requiring the employee to participate in an approved drug abuse assistance or rehabilitation program.

ARTICLE XXII. STANDARD CONTRACT PROVISIONS

A. The Contractor shall perform all services, including services in modifications to this contract, if any, in accordance with the General Receivership Order and CFSA's "Financial Operations Policies and Procedures Manual."

ARTICLE XXIII. GOVERNING LAW

A. By Order of the United States District Court for the District of Columbia, in Civil Action 89-1754 (TFH) LaShawn A. v. Barry, in which a General Receivership was created in August 1995, to assume control of the Child and Family Services Agency. This contract shall be governed by and construed in accordance with the General Receivership Order and all Orders of the Court preceding this Order in this case and the laws of the District of Columbia.

ARTICLE XXIV. DOCUMENTS INCORPORATED & ORDER OF PRECEDENCE

The following documents are incorporated and made a part of this contract by reference. In the event of any inconsistency among the provisions of this contract, the inconsistency shall be resolved by giving precedence to the following order:

A. This Agreement.

B. Civil Action No. 89-1754, LaShawn A. v. Barry Modified Final Order, dated November 18, 1993, and all other actions thereafter.

C. District of Columbia Financial Responsibility and Management Assistance Act of 1995, PL 104-8.

D. Contractor's Proposal and Budget dated June 27, 1997.

E. CFSA RFP Number FT07-97 dated May 28, 1997.

SOUTHEAST CITIZENS FOR SMART DEVELOPMENT, INC.

COMMENTS AND EXHIBITS IN SUPPORT OF APPEAL

BOARD OF ZONING ADJUSTMENT
DOCKET NO. 16791

Volume 2of 3

Appellant: Southeast Citizens for Smart Development, Inc.
701 14th St., SE
Washington, DC 20003

Date: November 20, 2001

BZA
Case No. 16791
Exhibit No. 30-B

ROLL CALL

THE NEWSPAPER OF CAPITOL HILL SINCE 1955

VOL. 47, NO. 24 MONDAY, OCTOBER 8, 2001 $3.25

EDITORIAL

LETTERS

Redirect Boys Town Funding, Project

To the Editor:

The controversy over plans by Girls and Boys Town of Omaha, Neb., to open group homes on Pennsylvania Avenue, SE, started with a $7.1 million earmark in the 1999 federal budget, courtesy of then Senate Majority Leader Trent Lott, who has a home on Capitol Hill. Some of his neighbors are a bit upset with him.

The underlying issue is government funding for questionable projects by charity groups, but Boys Town has moved the controversy into federal court.

On Aug. 14, Boys Town's leaders announced a lawsuit against critics ("Discrimination or Free Speech?" Sept. 20). Named in the suit are the District of Columbia, various D.C. officials, a small neighborhood group and us — two neighbors — because we say that Boys Town's plans are an ill-conceived extravagance at taxpayers' expense.

Boys Town paid a whopping $8.2 million for a 1.6-acre corner lot — the former site of a car wash — on a commercial strip of Pennsylvania Avenue. We believe the $7.1 million earmark fueled Boys Town's willingness to pay two or three times what the lot is actually worth.

We also wonder why Boys Town wants foster children to live in this particular environment? Boys Town's neighbors will be the McDonald's where three workers were killed in a 1995 robbery, a used car lot, a Kentucky Fried Chicken where addicts gather to panhandle, a convenience store, a wig shop and an out-of-business Pizza Hut.

Also, within a block or so of Boys Town's lot, five young men have been shot dead in recent months.

Nor is Boys Town's project likely to spark an economic revival in the area, which really needs one. Boys Town is merely taking commercial property off the tax rolls.

It also bothers us that Boys Town wants to spend all these millions in taxpayer dollars for relatively little in actual services.

Boys Town's proposal is to house 24 youths in group homes and 16 more in an emergency shelter — 40 kids in all, or about 1.3 percent of D.C.'s foster care caseload.

Normally, D.C. pays foster care families $24 per day, or about $8,500 per year, for each child. Boys Town charges D.C. $150 per day per child. Hence, the annual cost will be $55,000 per child — or $2.2 million a year in billings for the Pennsylvania Avenue site.

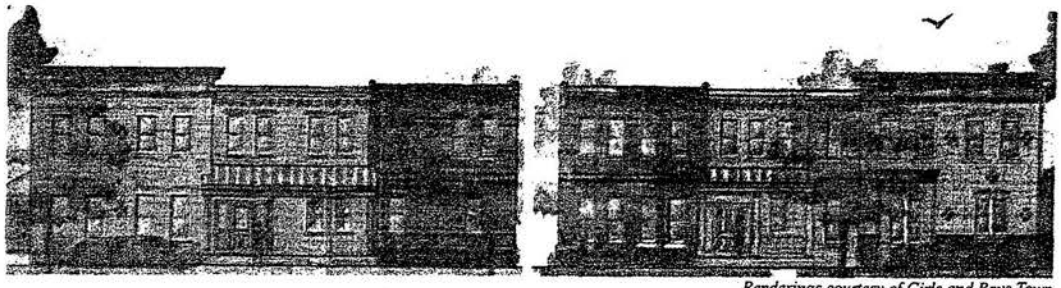
Boys Town's children will also attend D.C public schools. Boys Town will not be required to provide counseling or tutoring, and Medicaid will pay the medical bills.

We don't get it. How many more needy kids could be better served — and in a more appropriate setting — if this money could be more wisely directed?

Will Hill, Chair
Ellen Opper-Weiner, Vice Chair
Southeast Citizens For Smart Development Inc.

ROLL CALL
Around the Hill
News and personalities in the Capitol community
THURSDAY, SEPTEMBER 20, 2001

Head to Head



Renderings courtesy of Girls and Boys Town

The front of one of the Girls and Boys Town homes (left), as viewed from Potomac Avenue SE. The back of the home is at right.

Discrimination or Free Speech?

Girls and Boys Town Proceeds With Lawsuits Accusing City of Fair Housing Violations

By Jennifer Yachnin

Officials at Girls and Boys Town have vowed to continue their lawsuit filed last month against the District of Columbia, elected officials and local citizens groups, despite receiving four permits to build its proposed facility on Capitol Hill.

But local residents who oppose the facility also have pledged to continue efforts to halt construction and prevent the group from using its permits. The American Civil Liberties Union and the Center for Individual Rights, a D.C.-based law firm, are representing the residents in the lawsuit.

The facility proposed by Girls and Boys Town for the two-acre tract that borders the 1300 blocks of Pennsylvania and Potomac avenues, SE, includes four residential care homes for abused and neglected children, which would each house six children and a married couple. In addition, the Omaha, Neb.-based nonprofit organization plans to build a short-stay residential facility and an administration building.

Residents oppose the project because they believe the area would be better suited to economic development.

The city issued permits for the four homes on Sept. 7, and Girls and Boys Town officials expect to receive permits for the remaining structures, said Jack Sheehan, national director of public relations for the group. Sheehan said the organization plans to hold off on construction until the remaining permits are issued.

He added that "Even if we get all the permits, we feel like there are other important issues that need to be resolved."

Those issues include "discrimination against handicapped African-American youth in the district," Sheehan said, referring to a main argument in the organization's lawsuit.

The lawsuit, which seeks unspecified monetary damages, claims that "By various official and unofficial actions, the defendants have, in numerous ways, acted to coerce, intimidate, threaten, obstruct, interfere with, deTown to obtain the permits necessary to actually begin construction ... in violation of the provisions of the Fair Housing Act's prohibitions against discrimination on the basis of race and handicap."

Named as defendants in the suit are the district, the Department of Consumer and Regulatory Affairs, officials in the Office of Planning, Councilwoman Sharon Ambrose (D-Ward 6), Advisory Neighborhood Commissioner Will Hill, Police Service Area 112, Southeast Citizens for Smart Development, and Ellen Opper-Weiner, vice chairwoman of SCSD.

Many of the defendants have decried the lawsuit as an affront to their First Amendment rights.

"I strenuously believe it's not justified," said Opper-Weiner. "It's meant to harass. It's a classic SLAPP [strategic lawsuit against public participation] suit in order to shut us up." The Southeast citizens group may need to raise $25,000 to cover its legal costs, she added.

Hill, who also serves as chairman of the Southeast citizens group, is critical of the Department of Consumer and Regulatory Affairs' decision to issue the permits less than a month after the suit was filed, calling it "a slap in the face."

"I think that Boys Town has bullied the district, and the district got afraid of the lawsuit," Hill said. "It's their way of giving into Boys Town: You've got your permit so back off with the lawsuit."

DCRA officials could not be reached for comment. However, Tony Bullock, communications director for Mayor Anthony Williams, said the lawsuit played no part in the recent approval of permits, which Girls and Boys Town officials applied for nine months ago.

"The city doesn't makes its administrative decisions on the basis of whether people challenge us in court; one has nothing to do with the other," Bullock said. "We don't cower to people who sue us. We make the decision on the merits of the application."

He said the city has filed for dismissal of the lawsuit.

The property, which Girls and Boys Town bought for $8.2 million in 2000, is zoned C-2. Officials with the group say that commercial zoning gives them matter-of-right to construct the facilities.

But the Southeast citizens group has filed an appeal with the Board of Zoning Adjustment, citing a D.C. regulation that states multiple community-based residential facilities cannot exist within 500 feet of one another. The block already houses a facility for mentally retarded adults.

"We believe that the city made an erroneous determination on the zoning issue," said Opper-Weiner, who added that a hearing before the Board of Zoning Adjustment will likely be scheduled for November.

"The remaining permits are clearly not a matter of right. There is no questions about that being the case," she said. "The reason is, the regulation says that you can't have another community-based residential facility within the same square. The entire project that has been proposed is always in the same square."

Hill said the group is considering other courses of action, but he declined to give specific details, saying only, "We'll take any steps necessary to stop them — any."

But Ambrose, who represents Capitol Hill and has been a vocal opponent of the project, warned that further attempts to block the permits could be futile.

"There's never been a substantial reason not to issue the permits," Ambrose said. "It's been a matter of getting the necessary information from them and getting the necessary clearance from the utility companies. There's never been a substantive reason that anybody has come up with not to issue the permits."

Instead, Ambrose said she plans to fight Girls and Boys Town by opposing any future contracts between the city and the group.

Frost's Office Names Two New Legislative Assistants

By Jennifer Yachnin

Rep. Martin Frost (D-Texas) recently shored up the staffs of both his personal office and the House Democratic Caucus.

Royce Brooks joins the Lone Star State lawmaker's office as a legislative assistant. Brooks' issue roster includes energy, health care, housing, religion, and the arts and humanities.

The Forth Worth, Texas, native has worked with Frost before, having done a summer internship in the Democratic Caucus office in 2000 and an internship in the lawmaker's office in 1998.

Brooks, 21, received a bachelor's in English and policy studies from Rice University in May.

Climbers

Send Hill Climbers updates to Climbers@rollcall.com

assistant and systems manager. The 23-year-old was hired last fall as a staff assistant.

A native of Southfield, Mich., she graduated from Chicago's Loyola University with a bachelor's in history in 1998.

Rounding out the Texan's personal staff is another Fort Worth native, **Wendy Skillern**, who serves as staff assistant.

Skillern, 22, graduated this spring from the University of Texas at Austin with a bachelor's in government and history.

In the Democratic Caucus office,

Citizens Want Businesses, Not Home

Continued from page 23

"We have tried by public persuasion to convince them that this was not a welcoming place for them; that has not worked," Ambrose said. "I would hope that the mayor would support the citizenry and ... not give [Girls and Boys Town] contracts. Then I wouldn't have to introduce resolutions of disapproval, which I will do."

It is unlikely, though, that the district will discontinue its relationship with the organization. A second home, located at 4801 Sargent Road NE, already has a contract with the District's Child and Family Services Agency.

"I don't think it's appropriate to be punitive or to go after a particular contractor. They do other services for the city that are not directly related to their proposed facility," Bullock said. "The mayor's point of view is, we're not here to take a position of advocacy on one side or the other. Our job is to be independent and fair-minded and to follow the law."



Photo by Tom Williams

The two-acre site in the 1300 blocks of Pennsylvania and Potomac avenues SE would house four residential care homes and a short-stay residential facility.

Still, some opponents say their concerns are based on more than zoning issues. The Southeast citizens group asserts the property, located near the Potomac Avenue Metro station, would be better suited for business development.

"We don't happen to think it's an appropriate location for these kids," said Opper-Weiner. "There are open-air drug markets right near that site. It's not a particularly safe neighborhood — there's been five murders there within the last year. It strikes me as odd that they would put vulnerable kids in an environment like that."

The project isn't scorned by all area residents, however. ANC Commissioner Kalimah Abdul-Sabur, who represents the area where the facility would be built, cast the lone vote in favor of the facility at an ANC meeting in July 2000.

"I voted for them based on what I know they can offer this community. They had already put in so much that I didn't see a problem with them coming," Abdul-Sabur said. "You talk to people and you ask them and most of them say, 'Why would we stop them?'"

reactions to Boys Town

My Opinion ... Just Don't Sue Me!

The lawsuit brought by Father Flanagan's Girls and Boys Town against fellow neighbors and government officials, including one of our most respected ANC Commissioners, a small community association, a PSA, a local single practice attorney, our elected councilmember and departments of the DC government, concerns me deeply.

Father Flanagan's Boys Town contends that the actions of those named are discriminatory. It charges that the named individuals, officials and organizations have worked in unison to thwart Girls and Boys Town's development plans. To my mind, they are just trying to act as they think best in their roles as residents, volunteer community representatives and government employees.

While I will gladly let the Girls and Boys Town case rest on its own merits, I fear the impact of a lawsuit against citizens and elected officials who strongly state an opposing opinion on an issue, organize opposition and then who are charged with impropriety when they look to their government to support their position.

Imagine the chilling effect on the citizen activist or the unpaid ANC Commissioner if well-funded and well-connected nonprofits or big businesses react to any challenge to their planned activities with a lawsuit. The intent is to intimidate and silence a community into submission, to dampen our willingness as responsible citizens to petition local government about what goes on in our neighborhoods. This type of lawsuit undermines our basic right as citizens to express our opinion, to exercise our right of free speech.

Urban living is a constant dance with change on many fronts. On Capitol Hill, by design and with strong citizen participation, we have tried to work together to balance our neighborhoods, affordable housing, a historic district and a network of social care facilities unparalleled in the city. We have done this without relying on lawsuits. Sure, it's a slower moving process that requires more patience and more constructive dialogue, more give and take, but it's a process that has worked in the past.

Anyone who cares about the community they live in and the right of residents to participate in determining their communityís future should be very concerned. An excellent source of information about the effects of this form of civil complaint can be found at www.thefirstamendment.org. This group is working nationally within states to address this issue. In regard to the Girls and Boys Town lawsuit, get a copy of the suit, read it and make your own judgement of its merits, as I have mine.

– Chuck Burger

CHRS Condemns Boys Town Lawsuit

Capitol Hill Restoration Society resolves:

• noting that Girls and Boys Town has brought suit against the District of Columbia to issue building permits for four group homes and a dormitory designed to house a total of 40 youths;

• noting further that Girls and Boys Town has brought suit not only against zoning, planning and building officials, but also against the Mayor, Councilmember Ambrose, the Police Service Area 112 neighborhood association, the Southeast Citizens for Smart Development and neighborhood activists Will Hill and Ellen Opper-Weiner, who are accused of conducting a "needless, persistent and vindictive conspiracy" against Girls and Boys Town.

• recalling its strong interest in maintaining the right of individuals and community organizations to speak freely about community concerns and issues;

• recalling its previous support of individuals and efforts questioning the wisdom of Girls and Boys Town proposal to build group homes on the Pennsylvania Ave. SE site;

is convinced that:

• Girls and Boys Town's actions are aimed at suppressing dissent and deterring free expression of views;

• Girls and Boys Town's actions attempt to interfere with or discourage community organizations and individuals from conveying factual information and interpretations of laws and regulations to their elected representatives and to city officials.

• Girls and Boys Town is taking advantage of its financial resources and national connections to attempt to intimidate those who would question its project and operations;

• Girls and Boys Town's law suit raises significant questions regarding freedom of expression and the rights of community organizations and individuals to express their views;

hereby:

• condemns, in the strongest possible terms, Girls and Boys Town's attempts to intimidate and coerce the District Government, community organizations, locally elected officials and individuals;

• urges all citizens and organizations, concerned about the Constitutionally-protected rights of organizations, elected officials and individuals to freedom of expression, to join the Capitol Hill Restoration Society in its condemnation of Girls and Boys Town's tactics;

• calls upon Girls and Boys Town to abandon its unfounded actions;

• expresses its support for the officials of the District Government, the Ward 6 Council member, the community organizations and individuals named in Girls and Boys Town's law suit;

• resolves to make its condemnation of Girls and Boys Town's action known to the public.

Adopted unanimously by the Board of the Capitol Hill Restoration Society, August 21, 2001.

Battling Boys Town

8/17/01
Voice of the Hill

BY WILL HILL AND ELLEN OPPER-WEINER

Why is Father Flanagan's Boys Town suing the District of Columbia, Councilmember Sharon Ambrose and two community activists—us—in order, they say, to help troubled teens? We've wondered about that.

We think we know the answer.

Boys Town filed suit because it isn't getting its way. The Nebraska-based charity wants to silence Capitol Hill residents who say that its plan to construct group homes at 14th and Pennsylvania Avenue, SE is a huge extravagance at taxpayers' expense.

Apparently, the organization's leadership doesn't think that neighbors have a right to say such things—even though they expect the DC government to shell out $2.2 million each year in operating costs once the project opens. These are our tax dollars at work.

Boys Town officials seem to believe that they don't need to deal with ordinary citizens when they have multi-million dollar government contracts in hand; the non-profit received a $7.1 million congressional appropriation in 1999 to pay for "expansion in DC".

We sense they want to "chill" any opposition—or any questions—about these deals, particularly from those who are pointing out that more children could be better served if these millions were to be spent in some other way.

The lawsuit claims that we, and others, have discriminated against the children the organization plans to serve. And how did we do that? We merely raised questions about a plan to build a residential facility for 40 youths on a troubled section of Pennsylvania Avenue—that's all.

Our lawyers, of course, will argue that the suit is an attempt to stifle our First Amendment right to free speech, and an attempt to intimidate us from lawfully petitioning our government. Many others agree. The American Civil Liberties Union has stepped forward to represent us, as has the Center For Individual Rights, which represents those whose First Amendment rights have been threatened.

We surely recognize that the District, with 3000 children needing foster care, has a desperate need for foster family services. But Boys Town, with a capital investment of more than $13 million, will serve just 40 youths—many of whom will receive only limited care in an emergency shelter for 30 days or less.

We rather suspect that Boys Town wants to build an expensive monument to itself on Capitol Hill. The 1.6 acre lot—a former car wash—cost a whopping $8.2 million. It is generally believed that they paid two to three times what the land is worth. By comparison, Steve Case, AOL's CEO, just purchased 11 acres for $10 million in exclusive McLean, Virginia. Acre lots in Potomac, Maryland start at $500,000.

The property was purchased under a cloak of secrecy in February 2000. There was no notice or input from the immediate neighbors or any community group then, and there has been virtually no communication since.

Last February, Mayor Williams tried to convene a task force so that Boys Town would finally meet with concerned citizens like us. He was rebuffed. Father Val J. Peter, the non-profit's Executive Director, specifically insisted that we not be a part of this Task Force and he further insisted on setting the Task Force's agenda. Mayor Williams refused Father Peter's demands.





Opper-Weiner and Hill.

According to documents submitted to the city, Boys Town plans to build four group homes that will cost a minimum of $625,000 each, plus a short-term emergency shelter and administration building for unspecified millions more.

Though the organization received $7.1 million from Congress, once the program opens its doors, it will also receive $150 per day from the DC government for each child in its care. The annual cost per child to DC taxpayers is $55,000—or $2.2 million each year. In fact, the amount of money the non-profit will receive for each child is equivalent to funding a Harvard education plus a new car for each child, every year.

What do the children actually receive for this

It appears that Boys Town is not the sweet charity it claims to be in its fundraising appeals. Their endowment is valued at more than $900 million, but how much of the charity's own money will be used to help our children?

money? They live in a group or institutional setting while attending DC public schools. Boys Town is not required to provide counseling or tutoring for the children under its current contract, which many of these troubled teens need. Medicaid pays for the kids' medical care.

Meanwhile, the foster parents who provide a family environment for the children living in these homes only receive about $24 per day for each child—or $8,500 per year.

It appears that Boys Town is not the sweet charity it claims to be in its fundraising appeals. Their endowment is valued at more than $900 million, but how much of the charity's own money will be used to help our children? Why is it that they accept government monies when they have sufficient funds to provide services to DC children at no cost to us?

There are other issues as well.

We believe that Boys Town cannot develop this property as a "matter of right," because there is a community-based residential facility located within 500 feet. DC zoning rules clearly state that a special exception must be received from the Board of Zoning Adjustment (BZA) before ANOTHER community-based residential facility is built in this area.

Boys Town appears to have intended for DC zoning officials to overlook this rule. And, apparently, DC officials did just that. On September 7, the DC Department of Consumer and Regulatory Affairs quietly—without telling anyone in the community as it had previously promised—issued full construction permits for the four group homes.

The city's action has forced the Southeast Citizens For Smart Development, Inc. to appeal the zoning administrator's decision to the BZA—asking that the Board rule on whether the proposed construction meets zoning law requirements. We have also asked the BZA to order a stay on construction until it decides our appeal.

On September 19, ANC 6B's executive committee voted unanimously to support our appeal and will support this action.

We expect a public hearing in November and have hired an attorney to press our case.

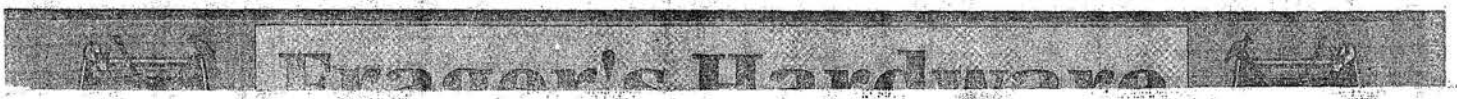
Although the permits have been delivered, and Boys Town's lawsuit was filed to force that issue, the organization has refused to dismiss its lawsuit against the city, the other defendants—and us.

Do we not have the right to raise concerns and ask questions about Boys Town—or any other issue or organization in our community? Think about it. They could file a lawsuit against you, if you get in their way. Is that the kind of neighbor Capitol Hill wants?

Boys Town believes it can stop us from speaking out by bullying us with a lawsuit. A legal fund has been established to support our efforts. Those interested in helping may send contributions to:

Southeast Citizens for Smart Development Legal Fund
C/o Kathléen Donner, Interim Director
18 3rd Street, NE
Washington, DC 20002
(202) 543-3063

Will Hill and Ellen Opper-Weiner are respectively Chair and Vice Chair of the Southeast Citizens For Smart Development, Inc.





Metropolitan
The Washington Times
MONDAY, AUGUST 13, 2001

DISTRICT

Boys Town sues over 'obstruction'

By Guy Taylor
THE WASHINGTON TIMES

Boys Town yesterday announced it is suing the District and a group of city residents who oppose the nonprofit group's construction of a home for troubled youth in their Southeast neighborhood.

The legal action is a response to "months of obstruction and delay by D.C. officials" in issuing permits to build on a tract at Pennsylvania and Potomac avenues SE, Boys Town officials said.

Hopes to set up SE group home

"You'll never get your permit unless you go to the Department of Justice and sue," said the Rev. Val. J. Peter, executive director of Boys Town. "The suit was filed because of intentional obstruction and intentional intimidation and delaying tactics—namely, the demand for an environmental survey and an archeological study of the property."

Boys Town paid $8.2 million in March 2000 for the property, which is located in the middle of what D.C. Council member Sharon Ambrose calls "a very fragile neighborhood that has been plagued by open-air drug markets."

The nonprofit group accuses Mrs. Ambrose, Ward 6 Democrat, along with neighborhood activists Will Hill and Ellen Opper-Weiner, of "conducting a needless, persistent

see SUIT, *page C3*

SUIT

From page C1

and vindictive campaign" to prevent construction on the land.

Boys Town, based in Omaha, Neb., is seeking to build four Victorian town homes that would house up to 40 abused and neglected children. The $5 million complex would be near the Potomac Avenue Metro Station.

"It's an inappropriate place both for the neighborhood and for the children," Mrs. Ambrose said.

Since Boys Town purchased the land, neighborhood leaders repeatedly have complained the group will usurp one of the area's last spots for new business developments. In March, residents collected more than 1,000 signatures in a petition against building the youth facility.

The homes planned for the Southeast neighborhood would provide a surrogate family, headed by a married couple and assistant who live in the homes and work for Boys Town full time, group officials have said. Most of the children in the homes would be from Wards 6, 7 and 8 and would attend neighborhood schools.

Members of Southeast Citizens for Smart Development (SCSD) maintain that, because federal money is involved, they should have a say in what happens. "Boys Town is getting all of this money per-day, per-child from the federal government and the District government," said Mr. Hill, chairman of the community group.

"They paid $8.5 million for one and a half acres, that's more than the city paid for where they're going to put the mayor's mansion," Mr. Hill said. "For a nonprofit organization, it's an awful lot of money to pay for one piece of land of that size."

Mrs. Ambrose agreed, saying Boys Town paid "an outrageous amount of money" for the land. "It's a sinful amount," she said. "They got $7 million from Congress. It's a waste of money."

Father Peter said his group used no federal money to purchase the land. "We sold a piece of land in Nebraska and used that money to buy the space," he said, adding that anyone claiming that Boys Town used federal money to buy the land is telling a "bald-faced lie."

"They're getting $55,000 for each child from the government," said Miss Opper-Weiner, vice chairman of SCSD. "We in the neighborhood ought to have an opportunity to weigh in on a government-funded project."

The main problem, she said, is that "there is a pre-existing community-based group residential home located within 500 feet of the proposed Boys Town project. . . . There is a question of whether the spot is properly zoned."

According to Father Peter, Miss Opper-Weiner "lied to the press" yesterday. "This suit is about discrimination against African-American children," he said. "We are trying to help some of the neediest children in one of the neediest cities in America."

Boys Town was founded in 1917, when the Rev. Edward J. Flanagan, a Roman Catholic priest, opened a home for orphaned and troubled boys in Omaha. Father Flanagan's outreach program for troubled young men, and eventually young women, has since become a national operation.

WASH. POST 8/15/01

Boys Town Sues Over Permits for D.C. Project

By David A. Fahrenthold
Washington Post Staff Writer

Girls and Boys Town, the Nebraska-based children's charity, filed a federal lawsuit yesterday against the District government, a D.C. Council member and two Capitol Hill neighborhood activists, accusing them of conspiring to hold up building permits on a proposed facility on Pennsylvania Avenue SE.

The lawsuit, filed in U.S. District Court and announced yesterday at a combative news conference on the steps of the Lincoln Memorial, turned up the volume on a bitter neighborhood fight in Capitol Hill.

By the end of the news conference, Girls and Boys Town Executive Director Val J. Peter—a Catholic priest—was trying to shoulder an activist away from a reporter, and residents and charity officials were bickering before TV crews.

By the end of the day, many of the defendants named in the lawsuit were complaining that it was only an attempt by Girls and Boys Town to steamroller its critics.

"I think it's a frivolous suit," D.C. Council member Sharon Ambrose (D-Ward 6), a defendant, said by telephone yesterday. Girls and Boys Town "were getting very impatient with the level of citizen concern and want it to go away."

Tony Bullock, an aide to Mayor Anthony A. Williams (D), said that Girls and Boys Town had not been treated differently than other permit applicants. He said the mayor was surprised by the lawsuit.

Girls and Boys Town officials have "to advance their application like everyone else," Bullock said. "This is a lawsuit struggling for a basis."

Girls and Boys Town bought the 1.6-acre property, at Pennsylvania and Potomac avenues SE, last year. The charity plans to build four town houses as well as a dormitory and administration building. The town houses would each house six abused or neglected children, overseen by a married couple living in each home. The complex would have space for 40 children at one time, some living there temporarily, others living there long term.

In the suit, Girls and Boys Town alleges that it has been asked to do an environmental impact survey and an archaeological survey of the site when neither is needed. The charity also contests residents' claims that the property should get a zoning review because it is within 500 feet of a group home for retarded adults. These moves show that the Girls and Boys Town plan is being discriminated against, the suit says.

The suit demands that the building permits be granted and seeks unspecified monetary damages.

Ambrose is named as a defendant, along with city planning director Andrew Altman, Altman's deputy Ellen McCarthy, the District's Department of Consumer and Regulatory Affairs and the District government as a whole. Neighborhood activists Will Hill and Ellen Opper-Weiner, who have led the effort against the project at Pennsylvania and Potomac avenues SE, were also sued.

The suit accuses the city and neighborhood activists of racial discrimination and bias against disabled people. Many of the children expected to live at the site would be ethnic minorities and have mental or emotional disabilities, charity officials said.

Ambrose and some area residents say the plan would worsen the neighborhood's problems with drugs and crime. But the Girls and Boys Town plan appears not to require a zoning change. So this summer, neighbors have been scrambling for other ways to fight the plan and finding few.

Both sides have pushed the boundaries of the debate. At an anti-Girls and Boys Town rally in April, an activist dressed as the ghost of Boys Town founder Father Edward J. Flanagan—wearing priest's garb and white makeup—denounced the project.

And at yesterday's news conference, Girls and Boys Town opponents yelled out questions and heckled several speakers. Charity officials blasted back, with Peter calling the opponents bullies.

Peter said afterward that Girls and Boys Town had held community meetings about the project but had been shouted down every time.

"After so much of [this], we said, 'Enough' " and sued, Peter said.

The Washington Post

OUTLOOK

SUNDAY, SEPTEMBER 9, 2001

CLOSE TO HOME

Has Boys Town Lost Its Purpose?

Last month leaders of Girls and Boys Town marched to the Lincoln Memorial to announce a lawsuit against critics of its plan to build group homes on Pennsylvania Avenue SE [Metro, Aug. 15].

The Nebraska charity is suing the District, various local officials, a neighborhood group and us—two neighbors—for saying that its plan is an ill-conceived extravagance at taxpayers' expense. Girls and Boys Town recently paid a whopping $8.2 million for a 1.6 acre lot—the former site of a carwash—on the 1300 block of Pennsylvania Avenue SE. The group's plan raises questions that its leaders refuse to address:

■ Why does Girls and Boys Town want foster children to live near a fast-food restaurant where three workers were killed in a 1995 robbery; another where addicts panhandle; a used car lot; a dingy convenience store; and a wig shop? Within a block or so of the lot, five young men have been shot dead in recent months. Nearby corners are known open-air drug markets.

■ Why does Girls and Boys Town propose to spend millions in tax dollars to serve relatively few kids?

■ Is Girls and Boys Town bent on building a monument to itself, no matter what?

City planners say the area's main asset is the Potomac Avenue Metro stop. Metro stops elsewhere have sparked economic revival, a strategy that seemed plausible here, too, until Girls and Boys Town showed up. Girls and Boys Town received a $7.1 million earmark in the 1999 federal budget for "expansion of its services in D.C.," so we assume taxpayer funds fueled a willingness to buy 1.6 acres for a price believed to be double or triple its actual worth.

But Girls and Boys Town's presence is unlikely to trigger a revitalization. Girls and Boys Town is merely taking the property off the tax rolls. The charity initially plans to build four $625,000 town houses. A few homes on Capitol Hill are worth $625,000, but you must travel to the richest suburbs to find homes on land so costly.

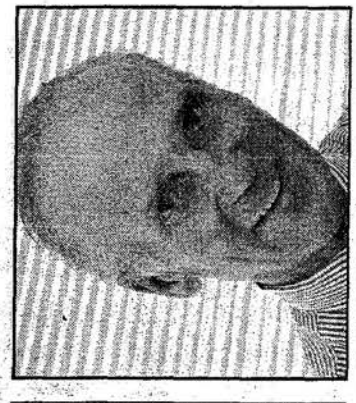
AOL's chief executive, Steve Case, recently purchased a $10 million lot in McLean—but he got 11 acres. Our city has about 3,000 children needing foster care. Girls and Boys Town's proposals for Pennsylvania Avenue are for 24 youths in four homes, plus another 16 in an emergency shelter—40 kids, or 1.3 percent of the District's foster care caseload. And the services will be very costly: Normally, the District pays foster families $24 per day per child, or about $8,500 a year. Girls and Boys Town charges the District $150 per day per child, or $55,000 per year. The children will attend D.C. public schools; and Girls and Boys Town will not be required to provide counseling or tutoring. Medicaid picks up medical bills. How many more needy kids could be served if this money were more wisely directed?

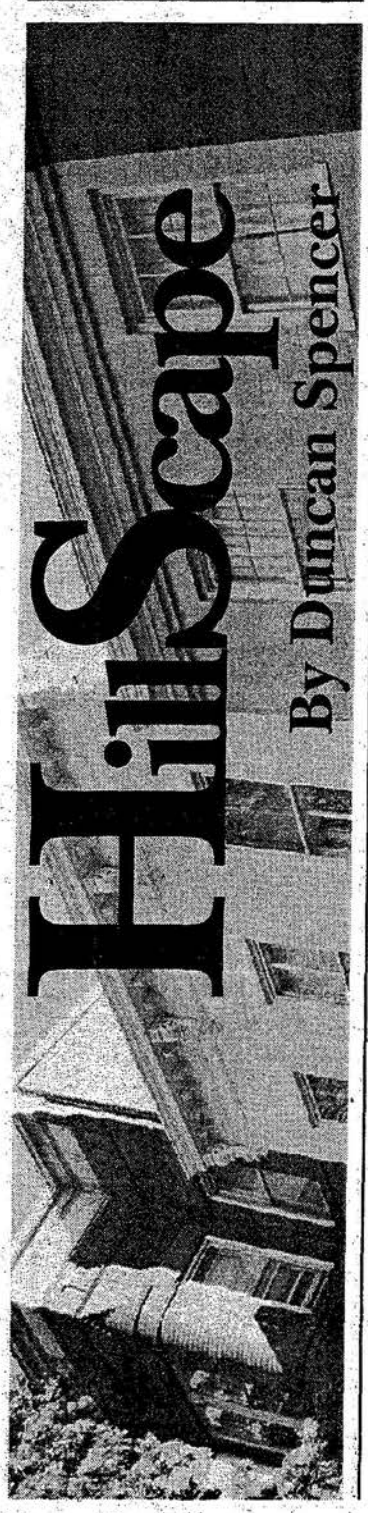
Meanwhile, Girls and Boys Town charges less for the same services elsewhere—$121 per day in New Orleans and $100 per day in Orlando. Girls and Boys Town won't tell us why. And requests to meet are rebuffed. Girls and Boys Town appears to believe it is always right and everyone else is wrong—and it sues those who raise questions. Here's hoping that The Post can press Girls and Boys Town for better answers than we've gotten.

—Will Hill

—Ellen Opper-Weiner

are, respectively, chair and vice chair of Southeast Citizens for Smart Development.





HillScape

By Duncan Spencer

BOYS TOWN GOES TO WAR

Father Val Peter: His own worst enemy?

Father Flanagan would roll over in his grave.

The crusading priest who founded Boys Town (renamed Girls and Boys Town for D.C. consumption) was by all accounts a selfless individual devoted to rescuing wayward youth; but his 21st century standard-bearer is an angry, defensive priest who sees enemies everywhere in his fight to open a new branch of the charity here.

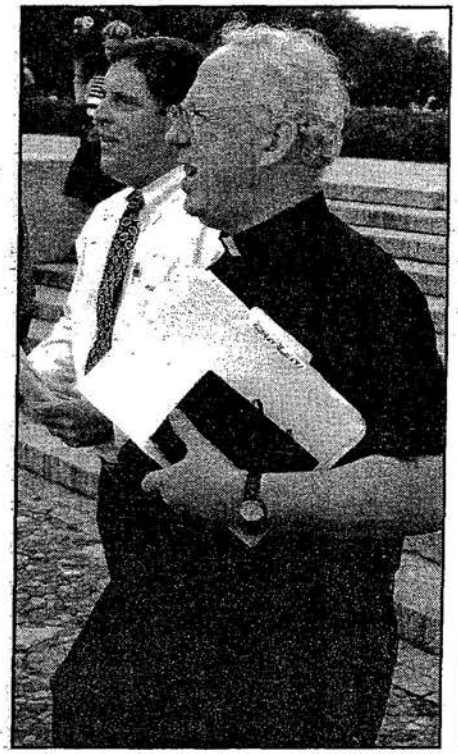
Father **Val Peter**, who emerged from deliberate obscurity to deliver a scathing attack on D.C. on Capitol Hill, and on all who oppose his plans during the August congressional recess, may prove his own worst enemy. Upset by D.C.'s bureaucratic delays, Peter went ballistic.

Peter has sued the city for delays in issuing building permits for his $13.7 million project at 14th and Pennsylvania Avenue S.E., under the provision of the Fair Housing Act, claiming his (about 40) youthful clients are denied housing and charging racism. He rebuked the community and personally attacked activists **Will Hill** and **Ellen Opper-Weiner**, leaders of Southeast Citizens for Smart Development — and Ward 6 City Councilwoman **Sharon Ambrose** (D).

Hill and Opper-Weiner were labeled "power-hungry, mean and nasty people" by the choleric priest, who seemed barely able to contain his fury at a carefully staged press conference Aug. 14 with the Lincoln Memorial as the backdrop. He painted the Father Flanagan organization as a victim of "fear, and intimidation" from a Capitol Hill neighborhood peopled by "powerful politically motivated" residents "who say 'not in their backyard,' leaving us no choice but to ask the court to put an end to all this."

Mayor **Anthony Williams** (D) has expressed surprise and annoyance at the suit. Spokesman **Tony Bullock** told The Hill, "This is a lawsuit looking for a basis; there is no basis. [Williams] is not opposed, but they have to do what everyone has to do — go through the process."

Peter has refused to consider other locations for the complex, which will consist of townhouse-like structures to house up to 40 youths, plus an administration building. He claimed the site, a former parking lot, was the only one available in the city with the correct zoning.



DUNCAN SPENCER

Combative cleric: Father Val Peter

Hill and Opper-Weiner, who had long predicted the matter would end in a lawsuit, seemed aghast at Peter's vitriolic language, since the two had made repeated efforts to engage him and his representatives in dialogue at forums or private meetings over the past five months — without any result.

Those who oppose the development have gathered over 1,500 signatures, mostly from residents of the Hill's east end neighborhood. They argue that the neighborhood is already too dangerous for at-risk youths, most of whom would be remands from the courts, and that there are already too many social service agencies in their residential neighborhood. Opponents add that there is another residential facility within 500 feet of the proposed site, an apparent violation of D.C. Regulations.

Williams, who has tread carefully on the issue, has said he considers Girls and Boys Town a fait accompli and wishes to ensure the development is a good neighbor.

THE HILL HEARS

BOYS TOWN WINS

Fences prove hard to mend

Father Flanagan's Girls and Boys Town has won city approval and the necessary permits (according to well-informed sources) to call in the bulldozers and begin construction at its 13th and Pennsylvania Ave. S.E. site — but it will take more than fresh dirt to cover the bitter feud the Omaha, Neb., orphanage brought to the Hill.

City action on building permits for Girls and Boys Town now appears to have come hard on the heels of a lawsuit against the city and the Hill groups and individuals who opposed the project. It's forgivable if the choleric priest who heads Girls and Boys Town, Father **Val Peter**, claims he forced the city to take action.

Peter has refused to meet with opponents and raised Hill eyebrows with a lawsuit that all but called Hill leaders, City Councilwoman **Sharon Ambrose** (D) and Mayor **Anthony Williams**, racist and obstructionist.

Apparently ignored by city officials is a claim by the Southeast Citizens for Smart Development that the new complex (to house 40 youths remanded by the courts) is too close to another residential facility to be legal under D.C. law. Peter insisted to The Hill that there was no violation.

"This is a blow, but it is not the end," said a somber **Ellen Opper-Weiner**, who, with Advisory Neighborhood (6B) Commissioner **Will Hill**, led the fight to stop the project. She said there are still legal venues to be tried. "We will take it to the Board of Zoning Adjustment," she said, "but ironically you can't make a protest against the permit until it has been issued." Opper-Weiner found herself the subject of portions of a four-part series in the *Omaha World Telegram* last week, a series that was critical of Girls and Boys Town's diplomatic skills.

Critics of the Girls and Boys Town program were quoted as saying its methods worked well while youths were under supervision, but the effects on their behavior were not lasting. Despite well-organized opponents, who gathered more than 1,500 signatures, Girls and Boys Town appears to have overcome the last obstacles to bringing its $13 million group home here.

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Published Tuesday
September 4, 2001

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Boys Town helps families help kids

By Stephen Buttry
WORLD-HERALD STAFF WRITER

SANTA ANA, Calif. - While Boys Town gained its fame and remains best known for providing homes for troubled youths, much of its work seeks to keep children in their own homes.

"Our role is to observe the family's strengths and build skills based on those strengths, said Colleen Velasco, a Girls and Boys Town family preservation consultant at the program in Orange County, Calif.

Velasco works in Family Preservation Services, a Girls and Boys Town program for families that have been reported for child abuse and neglect. Girls and Boys Town offers the service in three metro areas as well as Grand Island, Neb., and Glenwood, Iowa.

The Rev. Val Peter, executive director of Girls and Boys Town, said the agency designed family-based programs to help keep children in their homes.

Many parents are eager to learn new skills when they are having trouble with their children, Peter said. "The best time to reach people is when they're in pain.

The growth of the Orange County program shows how many parents need help. In 1999 the program served 42 families with four consultants. Last year, 14 consultants helped 249 families.

Girls and Boys Town workers provide services in English, Spanish and Vietnamese, teaching parents not only how to discipline and care for children, but also household skills such as cleaning and budgeting.

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Some families, particularly immigrants, need education rather than reform. Federico Tellez, assistant coordinator of the Orange County program, remembers teaching a young mother how to change her 4-year-old's colostomy bag to prevent infection. He has shown parents how to use an appointment calendar and a telephone and to pack a bottle and diapers for a doctor's appointment that could take all afternoon.

"A lot of our families have good intentions, Tellez said. "They love their kids. They just don't know how to care for them.

A Mexican immigrant mother living in Orange, Calif., said through an interpreter that a Girls and Boys Town family consultant helped her discipline daughters who were truant. One of them got pregnant twice.

"They've helped me know how to guide them, what to do when they misbehave, the woman said. She grounded the daughters and denied telephone privileges. Now the daughters "have to show me with their behavior before they get what they want.

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Published Tuesday
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As youths' needs change, so do Boys Town's services

By Stephen Buttry
WORLD-HERALD STAFF WRITER

OVIEDO, Fla. - Doreen Allen effortlessly scoops Eric into her arms. He ain't heavy; he's a baby.



Teresa Miles hugs two of the children at the Girls and Boys Town emergency shelter for young children in Oviedo, Fla. The shelter has six cribs for infants and six beds for children 5 and younger.

At 6 months old, Eric already has fallen behind. He can't sit up yet or move around on the floor. He will have to wear a helmet to correct the shape of his head.

Eric and the other babies and toddlers at this Girls and Boys Town emergency shelter outside Orlando are too young for serious mischief. But they have been in trouble since birth.

The children come to the shelter from heartbreaking circumstances. One child in the shelter during a recent visit came from a house of crack dealers. Another had been found with rotted teeth and bugs crawling on her head. Another child was walking unattended three or four blocks from home. Others were rescued from fire hazards and filth. Some come straight from the hospital after being born with drugs in their bodies.

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Girls and Boys Town today provides refuge and guidance to a vastly wider crowd than the street ruffians depicted in the classic 1938 "Boys Town" movie starring Spencer Tracy and Mickey Rooney.

And the modern-day home campus in Omaha differs greatly from Girls and Boys Town services in the Orlando area and 11 other metro areas served by the growing national operation.

The principle behind the Florida baby haven and the other services offered in the national operation remains the same as when Father Edward Flanagan opened his first home for boys in 1917 in Omaha, said John Daniel, associate executive director in charge of the national operation.

"Father Flanagan set out to meet the needs of the kids," Daniel said. "The needs of the kids were different in 1917 than the needs of the kids in 2001."

As in several other locations around the country, the program in central Florida includes a cluster of family homes where married couples act as surrogate parents for groups of youths. At the headquarters village in Omaha, family homes are the heart of the operation, with about 500 youths living in 75 homes and attending schools operated by Girls and Boys Town.



After two stays at Boys and Girls Town, Jasmine Egipciaco attends community college in Florida and teaches sexual abstinence in Orlando area schools.

In central Florida and most of the organization's other operations outside the Midlands, however, Girls and Boys Town serves several times as many youths in emergency shelters as it does in family homes. And the national operations serve more children in foster homes and their parents' homes than in the shelters and group homes combined.

Girls and Boys Town operations in Miami and New England don't include shelters or family homes. Philadelphia and Atlanta programs include shelters but no group homes.

The Florida shelter for children under 5 is unique in the Girls and Boys Town operation. Much like the death of Shelby Duis in Spirit Lake shocked Iowans in 2000, Floridians were outraged by the 1998 death of Kayla McKean, a 6-year-old with a long history of abuse.

The state responded by removing children more aggressively from dangerous homes. However, placing a child in foster care can take a few days or weeks, even in an emergency, and the state wasn't prepared to care for its abused-baby boom.

"They had children sleeping in hotel rooms," said Teresa Miles, who was site director for Girls and Boys Town of Central Florida at the

time.

Girls and Boys Town responded by opening an emergency shelter to house the young children while authorities sought foster homes. Other Girls and Boys Town homes and shelters are for youths 10 to 17, though a few accept younger siblings.

The shelter for tots illustrates Girls and Boys Town's knack for "finding a gap in services or finding a need that's local and using their national model to provide services," said Dee Richter, executive director of the Florida Network of Youth and Family Services. Richter spent 15 years with Girls and Boys Town, directing the operations in Orlando and Tallahassee, Fla.

Girls and Boys Town's national expansion started in Florida because the state ranked last in the nation in child-care services, said the Rev. Val Peter, executive director of Girls and Boys Town.

Daniel, who joined Girls and Boys Town after working in economic development in Philadelphia, speaks of meeting the needs of the youth-care "market" in each community. Often the organization will open an emergency shelter first to establish a presence in the market, then add other services to address needs that Girls and Boys Town officials and local youth-care agencies identify.

The national organization and local officials have identified a wide range of services for the central Florida operation, the second oldest and second largest Girls and Boys Town program outside Omaha:

An emergency shelter provides short-term services for teen-agers awaiting placement in foster care or institutions providing long-term care. Girls and Boys Town operates emergency or detention shelters in eight metropolitan areas nationwide, as well as in Grand Island, Neb.

Training for foster parents. Eleven Girls and Boys Town operations around the country include Treatment Foster Family Services.

Common Sense Parenting, a six-class session teaching skills to parents. Girls and Boys Town teaches parenting classes in six locations.

Counseling, screening, a hot line and other services for troubled youths and families.

In the coming year, the central Florida operation plans to add a second shelter for youths 10 to 17 and a school to serve both shelters, said site director Mary Kate O'Leary.

Each of the national programs sends daily reports to the Omaha headquarters, which compiles and analyzes data on all the operations. Experts at the home campus monitor the satellite operations to maintain standards and identify problems.

In all programs, Daniel said, Girls and Boys Town aims to heal the youths who will be raising the next generation. Citing the proverb that it takes a village to raise a child, he said, "If the village is not right, the kids will be crazy."

The ultimate goal of each program, Daniel said, is to "send kids into the neighborhood to lift it up."

Jasmine Egipciaco is starting to lift up the community in Orlando. A former runaway who gave birth at the age of 15, Egipciaco teaches sexual abstinence in Orlando area schools in a program called Education Now, Babies Later.

She started running away from home at age 13. Her parents couldn't control her. "My dad called the cops and said take her out of my home, I can't deal with her," Egipciaco recalled. The officer told her about Girls and Boys Town and took her to the agency's emergency shelter in Sanford, Fla.

She has a photograph of herself at the time. "You see nothing but hatefulness. You can tell I didn't love myself."

The strict rules she encountered in two stays at the shelter provided structure that Egipciaco needed, and the caring workers helped her learn to love herself. She read and wrote poetry and started a journal to help express her feelings.

"I'm OK and my life is better now," said Egipciaco, now 21 and a freshman studying psychology at Seminole Community College.

Another 15-year-old runaway jolted the Sanford shelter in 1997 by alleging that two male counselors had sex with her. One of the counselors pleaded guilty and the other was acquitted in a trial. Boys Town fired both.

The scandal "was a heartbreaking time," said Miles, the former Girls and Boys Town site director who is now vice president of Crosswinds Youth Service Center in Merritt Island, Fla.

The central Florida program's reputation recovered, Miles said. "Our community rallied around us. They truly did."

Shortly after that case, the Kayla McKean child-abuse scandal rocked Florida's child-welfare system.

Developing the shelter for young children presented a new challenge. Other Girls and Boys Town shelters and group homes closely follow a national model for teaching social skills in a structured environment. Youths receive or lose points for positive and negative behavior, recorded on cards they carry.

Girls and Boys Town officials knew that that program, designed for youths 10 to 17 years old, wouldn't work in the shelter for young children.

"We took our Common Sense Parenting model and taught our staff to be really good parents," Miles said. "We can take what the community need is and develop something to meet that need."

This need was so great that the 12-bed shelter filled up the first week it was open. "It's filled to capacity every day," O'Leary said. Since it opened in January 2000, the shelter has housed about 100 children.

In Girls and Boys Town shelters for older youths, workers don't tolerate hitting or kicking a staff member. With the younger children, shelter workers are excited when a child starts kicking or swinging at staff members. That may mean the child feels safe. Typically such an outburst comes after several days of being withdrawn after coming from an abusive home.

"She's probably trying to see how much will these people take," explained Allen, the shelter coordinator.

For babies, the shelter provides care, stimulation and safety. Workers teach older children the alphabet and vocabulary words and take them on field trips. The mantel is decorated with craft projects bearing children's names.

Many of the children show developmental problems as basic as not knowing their names.

Perhaps the most important service at the shelter is love for children who have known only abuse and neglect.

A 3-year-old boy interrupted an interview by hugging a reporter, grabbing the reporter's pen and scribbling in his notebook. The boy was asked if he liked it at the shelter.

"Yeah," he answered. "I get lots of kisses and hugs."

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More cities invest in Girls and Boys Town's methods

BY STEPHEN BUTTRY and JAKE THOMPSON
WORLD-HERALD STAFF WRITERS

PHILADELPHIA - Walk into a Girls and Boys Town home or shelter, and youths greet you again and again.

"Hi, several girls said in turn as they greeted recent visitors to the Philadelphia detention shelter for girls. Each introduced herself and said, "Welcome to Boys Town. (Even in this all-girls shelter, the historic name persists in conversation.)

At Girls and Boys Town homes and shelters from coast to coast, each smile and every handshake reflects the joint efforts of your tax dollars and Father Flanagan's time-honored techniques.

Long before President Bush called for faith-based programs to help the government address social problems, the Omaha institution was aiding public agencies across the nation.

Juvenile courts, child welfare agencies and public schools are paying millions of dollars each year for youth care and training from Girls and Boys Town. The organization, in turn, promises to change the behavior of troubled youths by teaching them skills as simple as eye contact and a firm handshake.

About one-third of Girls and Boys Town's operating costs comes from taxes, most of it federal money spent by state and local agencies. As Bush's initiative seeks to bring public and private agencies closer together, Girls and Boys Town is well-positioned to continue its nationwide expansion of the past 18 years.

The institution's spread from its Omaha base has been a joint venture with public agencies in such scattered cities as Philadelphia, Los

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Angeles, San Antonio and Orlando, Fla. Operations in a dozen metro areas outside the Midlands cost about $57 million last year. New programs will open in Phoenix and Newark, N.J., in the next few years.

The Rev. Val Peter, Girls and Boys Town's executive director, ties the national expansion to the original goals of the Rev. Edward Flanagan. Flanagan told Spencer Tracy, who portrayed the priest in two movies, that he would "like to start a Boys Town in every state, Peter told a Los Angeles audience last year.

"He had so many dreams, it's taken us a long time to get to all of them, Peter said.

Growing Trend

The use of private agencies in dealing with the nation's troubled youths is growing. Girls and Boys Town officials cite the same reasons as public officials for that growth: need, costs and results.

Overcrowding at Philadelphia's Youth Studies Center forced the city to contract with private agencies to operate detention shelters for youths. The city pays $136 a day for each of up to 18 girls at a time at Girls and Boys Town, less than half the cost at the Youth Studies Center.

Philadelphia paid $925,000 in tax money to Girls and Boys Town for its work with delinquent girls in the last fiscal year.

"Everyone who visits Girls and Boys Town comes back marveling at the behavior of the girls, said Jim Randolph, court and community services director for Philadelphia's Division of Juvenile Justice. Randolph is pleased enough with the results that he has asked Girls and Boys Town to open a second shelter.

A team studying female programs for the federal Office of Juvenile Justice and Delinquency Programs echoed Randolph's praise. The team cited the Philadelphia home in 1998 as one of seven model programs for girls.

Del Elliott, a former Boys Town consultant who heads two University of Colorado programs studying violence and problem behavior, said, "Among the programs that are implemented on a large scale, this is the very best of the behavior-modification type programs.

Girls and Boys Town has plenty of critics, though.

Some experts in children's welfare don't like the residential programs that Girls and Boys Town uses: emergency shelters and detention centers that house up to 18 children at a time for an average of 21 days and group homes, where up to six children live with a married couple for an average of 18 months.

"They're McOrphanages, said Richard Wexler, head of the National Coalition for Children Protection Reform. "I don't care how plush the teddy bears are, these are still institutions.

Wexler contends that shelters and group homes are harmful because the youths know they are in a temporary parking place. Once removed from their homes, children should go directly into the care of a family member or guardian or into a foster home, he said.

Carole Shauffer, executive director of the Youth Law Center, said Girls and Boys Town shelters and homes are effective for youths who cannot be placed with families. However, she said, agencies following the Girls and Boys Town model sometimes use it with "kids for whom it is not necessary and therefore not appropriate.

Lisa Paine-Wells, who works in the Annie E. Casey Foundation's Family to Family initiative, particularly dislikes emergency shelters.

The crises that bring youths to the shelters are "just a horribly disruptive time for a child and to put them in an institution is even more disruptive, Paine-Wells said. "I'm not trying to say the staff of these places are bad. They tend to serve the needs of adults; they don't serve the needs of kids.

Elliott said studies have shown that Girls and Boys Town's family homes are effective but that the changes in behavior often do not last after children leave that controlled environment.

Girls and Boys Town data show sharp reductions in depression, criminal activity and verbal and physical aggression while youths are in the programs.

Peter said a nationwide movement away from youth-care institutions threatened Boys Town's future in the 1970s, when the organization also was reeling from a controversy over its wealthy endowment.

"People told us you should close Boys Town - this large campus won't work, said Peter, who joined Boys Town in 1984. Instead, the organization refined its methods and converted from dormitories to group homes.

Interim Placement

The first operation outside Omaha opened in Tallahassee, Fla., in 1983. Peter became executive director two years later. He has opened programs in 11 more metro areas, as well as Glenwood, Iowa, and Grand Island, Neb.

"I said, 'We're going to put the pedal to the metal. We're going to expand,'" Peter said.

In most communities, Girls and Boys Town opens a shelter first, either an emergency shelter for runaways and other abused and troubled youths or a detention shelter like the Philadelphia facility for youths accused of crimes. The private agency houses youths for a few weeks while courts and social workers try to find appropriate long-term placements.

"You get to look at them and say, 'Where would this child best be served?'" Peter said.

Girls and Boys Town officials agree that most children should be with their parents or other relatives or in a foster home. The organization offers programs in several cities that work with youths in their parents' homes or foster homes.

Several youths interviewed at Girls and Boys Town shelters and group homes showed acute awareness of the transient nature of their stays. The youths appreciated the skills they had learned and praised their treatment, but most knew exactly how many days they had been

at the facility.

"Even despite the abuse they may feel, they do want to go home, said Richard Baez, program director at an emergency shelter in Long Beach, Calif.

As Baez spoke, walls shook with a pounding that sounded as though workers were remodeling with heavy equipment.

A 12-year-old boy's foster home had fallen through. The boy raged for several minutes, pounding walls and doors in frustration. Later, he politely greeted a visitor, extending his hand and saying, "Welcome to Boys Town.

Many of the youths in the emergency shelters "have multiple failed placements, Baez said. "The consequences of their behavior have made it difficult to find a home.

State and local inspectors around the country generally praise Girls and Boys Town.

The Florida Department of Juvenile Justice gave the shelter for teen-agers outside Orlando the state's highest scores of 11 nonsecure detention centers in 1998 and 1999.

In another category, prevention programs for children and families in need of services, Girls and Boys Town of Central Florida ranked fourth of 31 programs in 2000.

"The program has established an excellent 'culture' with the youth and staff, last year's state inspection team wrote about the central Florida shelter.

Pennsylvania officials found no violations in recent inspections.

Officials in Orange County, Calif., and in Georgia, Texas and Nebraska faulted Girls and Boys Town last year for several violations, including sloppy record keeping and failure to provide required medical examinations.

An investigation in July 2000 faulted the family teachers at one group home in Trabuco Canyon, Calif., for allowing rough horseplay and failing to prevent an incident when one boy slammed another's head into a door several times.

Girls and Boys Town officials addressed those problems and kept their state licenses.

Last year's inspections of five programs in New Orleans found 205 deficiencies but allowed the programs to continue under a provisional license pending a follow-up visit. State inspector Debra Joseph faulted the programs for lack of required staff training and failure to spell out such procedures as contacting parents and handling medications. Some employees' files did not show that Girls and Boys Town had conducted required criminal record checks.

Maudelle Cade, Girls and Boys Town site director in New Orleans, said the citations "do not indicate a lack of quality of services to the children. She is awaiting the state report on a June inspection, which she thinks will show the programs in full compliance.

'I Can Become More'

Though the Philadelphia girls are officially in detention, the facility and program differ little from other Girls and Boys Town shelters where youths are not detained. The kitchen, dining room, lounge and living room could easily belong to a sorority house.

"It wasn't what I expected. It looked like a home, said Sophan Sok, who was transferred to Girls and Boys Town from the city detention center on an assault charge in May.

Girls stay an average of 22 days, awaiting court hearings that will return them home or place them in long-term facilities.

Though the shelters have youths for only a short time, their desperate situations provide an opportunity, said Steve Gunter, program operations manager for Girls and Boys Town of Southern California. "You get kids coming in when they're at a point in their life when they're ready for something different and they get treated differently and they start making different choices.

Angela McDowell was at such a point when she spent two weeks at the Long Beach shelter as a 17-year-old whose mother could not control her. Once headed for prison, drugs or other hard times, she is now in the Job Corps and aspiring to a career as a social worker or psychologist.

"They helped me realize that I can become more, McDowell said. The workers at Girls and Boys Town "give everybody a chance and they don't doubt that you can be your best.

McDowell and several other youths interviewed said they initially thought little of the greeting skills they were taught and required to practice. But they were surprised at how differently adults regarded them after polite greetings.

The greetings are part of a broad program of teaching skills as basic as hygiene and as difficult as dealing with frustration and accepting consequences.

While the youths learn to be polite, they also learn how to speak their minds. Workers teach them to disagree appropriately. "I'm asking for them to advocate for themselves in a way that they can be heard, said Salma Choudhury, program director for Girls and Boys Town of Philadelphia.

Staff members teach and practice social skills with the youths in calm moments, then remind them before and during difficult times to use the skills.

By practicing and using skills, youths earn points on cards they always carry. Misbehavior earns negative points. As workers correct the behavior, they give the youths the chance to earn back up to half of the points lost. Youths can cash in points for privileges or merchandise.

As visitors entered the Philadelphia lounge recently, some girls earned a thousand points, looking the visitors in the eye, speaking clearly and shaking hands firmly.

One girl looked down as she greeted the visitors and practically whispered. She wasn't greeting properly, but John Daniel, an executive visiting from the Omaha headquarters, recognized how difficult it was for her to approach a stranger. Youth care workers later

would encourage her in practice sessions to speak up and make eye contact, but Daniel's immediate goal was to affirm her progress.

"What's your name? he asked, leaning forward to hear her repeat it softly. "That's a beautiful name, he said, asking who braided her cornrows. She answered a bit louder, and he complimented the look.

Small Steps Praised

One girl didn't rise to greet the visitors. She sleeps through much of each day, sedated by a drug to control her seizure disorder. "She's 17 years old and she's missing her whole education, Choudhury explained later.

Another girl didn't rise but said "hi from her seat. She was testing limits, Choudhury said later.

Reflecting Father Flanagan's technique of "catching kids doing good, a youth care worker praised the girl for at least acknowledging the visitor. Even in correcting, Girls and Boys Town workers look for the smallest steps to praise.

Then came the correction. As other girls continued greeting the visitors, the worker started explaining that the girl should have stood, extended her hand and introduced herself.

The girl stepped to the center of the room, insisting she did greet appropriately. That would bring another penalty for not accepting consequences. First the worker had to defuse the developing scene. She told the girl to move to a corner, where they could talk more privately. The girl complied, drawing praise and earning back some points.

Choudhury watched carefully as one 15-year-old girl greeted the visitors. The girl was anxious about a coming court hearing. Before the visitors arrived, several girls were in the dining room and the 15-year-old cursed a lighter-skinned girl, saying, "Just because you're white, you think you're so good.

Choudhury penalized her for not showing respect, and the girl lost her temper, cursing more. Choudhury quickly called her into the kitchen, away from the other girls.

In the kitchen, the administrator first praised the girl for following the instruction to leave the dining room. Choudhury acknowledged that the girl has seen plenty of racial unfairness but she explained that the other girl won her privileges because of specific positive behavior, not her light skin.

As the visitors arrived, Choudhury left the girl with a youth care worker, telling her to practice self-control skills. When the visitors entered the kitchen, the girl extended her hand to welcome them.

Greeting skills that seem elementary to a visitor are essential to the staff of Girls and Boys Town. "Whassup! may suffice on the streets, said Daniel, associate executive director in charge of Girls and Boys Town USA, but these youths need to succeed beyond the streets.

Choudhury explained, "Just teaching these kids to introduce themselves teaches them how to interact with the world.