

Operations Manual

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1. Purpose of the Operations Manual

The purpose of the Operations Manual is to outline specific processes and procedures that require further definition or are not included in DHHS Policies, Procedures and the Service Delivery, Coordination and Case Management Master Contractor Agreement. The Operations Manual is an attachment to the Contract and may be amended from time to time by agreement of the parties. In addition to the contents of this Operations Manual, the Contractor is required to follow all DHHS policies, regulations and statutes.

The Operations Manual provides direction to the Contractor and DHHS on expectations for standardization in the operations and service delivery of the Contract.

The Operations Manual does not replace State Statute or DHHS's policy in regard to the expectations for Children and Family Services or the Contractor. The Operations Manual clarifies how DHHS's policy is carried out in an integrated system and describes the program expectations for the Contractor.

- 1) The Operations Manual will be reviewed and amended as needed and agreed to by the parties. A request to amend the Operations Manual shall be made in writing to the DHHS Contract Monitor or Service Area designee. The request shall include:
Identification of the originator of the request.
 - a) The date the request was submitted.
 - b) The section of the Operations Manual that needs to be changed.
 - c) The proposed change.
 - d) The reason the change is needed.
 - e) Proposed time frames associated with the change.
- 2) The DHHS Contract Monitor will determine the mode necessary to convene a representative group of impacted parties to consider requested amendments.
- 3) This Operations Manual may be modified only by written amendment, duly executed by both parties. Every amendment shall specify the date on which its provisions shall be effective.

- 4) The most current version of the Operations Manual will be posted on the DHHS Children and Family Services website.

2. Contractor and DHHS Roles and Responsibilities

The roles and responsibilities is a framework to support child-centered, family focused system development. The Child Welfare and Juvenile Services Reform is a concept built on a system of care design, which provides an integrated structure for children and families to be supported through the child welfare and juvenile services process.

The roles and responsibilities are built on the following core tenants:

- Partnering with children, juveniles, families and our lead agencies, to support family driven decision making and family centered practice;
- Effective and timely communication with families, our lead agencies and external stakeholders to support outcome achievement;
- Mutual decision making of key case decisions to better achieve safety, permanency and well-being of families; and
- Ensuring that reasonable efforts and best interest are provided to children and families.

The roles and responsibilities outlined within this section are not intended to reiterate policy or regulations. They should be viewed as a fluid design, to benefit children, youth and families to achieve successful outcomes. The purpose of the role and responsibility matrix is solely to define the obligations of the Contractor under this agreement.

1. Referral for Case Management

A. The Contractor will accept all referrals from DHHS.

- (1) Child Welfare cases will be referred to the Contractor at initial need for intervention.
- (2) Status Offender cases will be assigned for case management after the youth is adjudicated and is placed into the custody of DHHS OR is ordered to be supervised and placed into DHHS's Custody.
- (3) Office of Juvenile Services (OJS) cases will be assigned for case management when the court has committed the youth to OJS at

disposition OR the Court places the child into HHS Custody pre/post-adjudication

- B. A standardized referral form and protocol will provide Contractors with information regarding new cases.
2. Referral during Initial Assessment
- A. During the initial assessment period DHHS may refer a family for case management while DHHS maintains full responsibility for the completion of the full safety assessment and safety decisions.
 - (1)
3. Referral during a Status Offender Pre-Dispositional Report
- A. When the court has ordered a pre-dispositional report, the Contractor will complete the pre-dispositional report.

Initial Assessment – During the initial assessment phase, DHHS will refer to the Contractor upon initial need for interventions. Together, the Contractor and DHHS will create a safety plan to address needs. When an immediate safety threat has occurred, DHHS may determine immediate interventions to be provided. In these situations, a plan will be jointly created within two business days.

Written Reports to the Court – All reports will be reviewed, approved and signed by DHHS before they are submitted to the court.

Case Plans – DHHS will review and approve all case plans submitted to the court. The review shall be completed utilizing the Case Plan Review form.

Placements – The Contractor is not responsible for and shall not make or change placement of state ward without prior approval from DHHS, as well as prior court approval, when required by state law.

<i>The Contractor is not responsible for and shall not perform the following functions under this contract.</i>	<i>The Contractor is responsible for and shall perform the following functions under this contract.</i>
Intake	
The Contractor is not responsible for and shall not create, staff, or operate a statewide or regional system for accepting, screening, and/or assigning calls to report suspected child abuse or neglect from law enforcement, mandatory reporters under [Neb. Rev. Statute 28-710], or the general public.	The Contractor is responsible for reporting all instances of suspected child abuse/neglect to the statewide, DHHS child abuse hotline (1-800-652-1999) as required mandatory reporters under Neb. Rev. Statute 28-710.
Initial Assessments	
The Contractor is not responsible for and shall not perform initial assessments (i.e., investigations), including all safety assessments, of reports of child abuse or neglect received by DHHS, regardless of current or previous involvement with the child and/or family by the Contractor.	The Contractor may provide DHHS with timely recommendations regarding appropriate services, interventions, strategies or resources to adequately address safety concerns identified by DHHS prior to transfer of ongoing case management from DHHS to Contractor.
The Contractor will not make recommendations for removal or alternative placements to the county attorney, law enforcement or court without review and approval by DHHS.	The Contractor shall provide appropriate services, interventions, strategies, or resources, as determined by DHHS to adequately address safety concerns identified by DHHS prior to transfer of ongoing case management from DHHS to Contractor. The Contractor may request the Professional Judgment Resolution process if there is disagreement about the services, interventions, strategies or resources to be provided.
The Contractor is not responsible for and shall not complete referrals to Early Development Network.	

Out-of-Home Safety Assessment	
The Contractor is not responsible for and shall not perform assessments or investigations of potential child abuse or neglect that occur in any placements including, but not limited to, the following: licensed or approved foster homes (relative and known to the child); group homes; shelters; or residential treatment facilities.	DHHS and the Contractor shall initiate and maintain a safety plan as agreed upon by both in connection with an Out-of-Home Assessment.
	The Contractor shall take reasonable corrective actions as determined by DHHS and the Contractor to address issues contributing to substantiated Out-of-Home Assessments.
Initial Safety Plans and All Safety Plans as a Result of a Subsequent New Report of Abuse and Neglect	
The Contractor is not responsible for and shall not determine whether an in-home safety plan, out-of-home safety plan or combination of both is needed on the initial safety plan and all safety plans as a result of a subsequent new report.	The Contractor shall provide oversight and monitor effectiveness of the safety plan. The Contractor will assist in development of safety services.
	The Contractor shall provide all supports and services needed to implement and maintain safety plan.
The Contractor is not responsible for and shall not determine suitability of safety plan participants including completion of all background checks on the initial safety plan and all safety plans as a result of a subsequent new report.	The Contractor will work with family to identify and recommend the most appropriate safety plan participants. The Contractor will provide necessary information to DHHS to complete background checks and to develop the safety plan.
	The Contractor will provide information to DHHS in regards to the safety plan sufficiency and effectiveness and report any changes in circumstances that may impact safety.

	The Contractor will adjust the safety plan in response to changing circumstances in the family. If new safety threats emerge, the Contractor will modify the level of intervention to assure continued child safety.
Ongoing Safety Plans	
The Contractor is not responsible for the completion of any background checks of safety plan participants.	The Contractor will provide oversight and monitor effectiveness of the safety plan. The Contractor will determine suitability of changes to or additional safety plan participants.
	The Contractor will provide all supports and services needed to implement and maintain safety plan.
	The Contractor will work with the family to identify and recommend safety plan participants. The Contractor will provide necessary information to DHHS to complete background checks and to develop the safety plan.
	The Contractor will provide information to DHHS in regards to the safety plan sufficiency and effectiveness. The Contractor will report any changes in circumstances that may impact safety.
	<p>The Contractor will adjust the safety plan in response to changing circumstances in the family. If new safety threats emerge, the Contractor will modify the level of intervention to assure continued child safety.</p> <p>If the safety plan or any component of the safety plan is court ordered, the Contractor will request prior approval from DHHS as well as prior court approval.</p>

Out-of-Home Placement

The Contractor is not responsible for and shall not make or change placement of state ward without prior approval from DHHS, as well as prior court approval when required by state law.

The Contractor will recommend the need for an out-of-home placement or change in placement to DHHS based upon the best interest of the child.

The Contractor will obtain approval for the placement from the agency responsible for the foster home and the individuals or agencies responsible for other placements in the home.

In emergency situations, the Contractor will obtain approval from the individuals or agencies responsible for other placements in the home within 24 hours of the placement.

Assist DHHS in obtaining court approval for placement changes when necessary, including, but not limited to, providing information and documentation to support the placement change, drafting affidavits, and attending court hearings.

The Contractor will provide written notification to the court and all legal parties of change of placement according to statutory timeframes.

The Contractor will arrange for and carry out a change in placement after receiving DHHS approval and, when required by state law, court approval.

The Contractor will document initial removal and placement on N-FOCUS.

	At initial placement, the Contractor will review DHHS signed "Statement of Disclosure" with the caregiver and obtain the caregiver's signature. Once the Contractor has been assigned case management, the Contractor will complete and sign a "Statement of Disclosure" and obtain the caregiver's signature. The Contractor will provide the signed copies to the caregiver.
	The Contractor will request approval for exception as required by policy.
1. Placement with Non-Custodial Parent	
The Contractor is not responsible for and shall not complete background checks on non-custodial parent and other household members as required.	The Contractor will locate non-custodial parents for potential placement.
	The Contractor will complete the non-custodial parent approval process and document on N-FOCUS.
2. Emergency Approval in an Unlicensed Home	
The Contractor is not responsible for and shall not complete background checks as required by policy on any household members.	The Contractor will locate relatives or persons known to the child or family for out-of-home placement and complete the walkthrough of residence. The Contractor will complete and submit a Request for Approved Status packet within 24 hrs. of placement.
The Contractor is not responsible for and shall not approve placement in an unlicensed home.	The Contractor will complete a home study within 30 days of the placement.

Parenting Time/Visitation Plans

	<p>The Contractor will assist with visits following child or youth's removal from the parent or guardian prior to the completion of the Parenting Time/Visitation Plan.</p>
	<p>The Contractor will complete the Parenting Time/Visitation Plan on N-FOCUS to include parent and sibling contact.</p>
	<p>The Contractor will assist the family with creating and implementing the Parenting Time/Visitation Plan in compliance with any court order relating to visitation to include, but not limited to, supervision, duration, frequency of visits and who can be present during parenting time/visitation.</p>
	<p>The Contractor will evaluate with the family and monitor the effectiveness of the Parenting Time/Visitation Plan. The Contractor will implement changes and modifications as allowed by the court order. The Contractor shall not make changes to a court approved visitation plan without first seeking DHHS & the Courts approval.</p>
	<p>The Contractor will document each visit. Documentation will include duration, participants, location, skills taught, progress towards outcomes and concerns. Documentation will be maintained in the case file and/or N-FOCUS electronic file.</p>
	<p>The Contractor will document on N-FOCUS a monthly summary within ten calendar days of the end of the month. The Contractor will include documentation for visitations and progress towards the outcomes during the month in an agreed upon format and specific to each Service Area.</p>

Child and Family Needs Assessment	
	The Contractor will utilize the Structured Decision Making Family Strengths and Needs Assessment to assess with the child and family their needs and develop strategies to address the identified child and community safety threats and the diminished capacities, and to achieve the outcomes and ensure sustainable change.
Family Team Meetings	
	The Contractor will coordinate, schedule and facilitate monthly Family Team Meetings.
	The Contractor will develop strategies to include formal and informal supports and/or interventions needed to assist the family in making sustainable change.
	The Contractor will document all monthly Family Team Meetings per policy.
Case Plan	
	The Contractor will develop strategies to include formal and informal supports and/or interventions needed to assist the family in making sustainable change. The Contractor will work with the family to determine the permanency objective, the concurrent plan, a timeframe to achieve the permanency objective, and the case plan outcomes and needs. The Contractor will ensure family involvement and understanding of the case plan, including signatures of family members.
	The Contractor will prepare the initial case plan per policy timeframes for approval by DHHS in court and non-court involved cases.

	<p>For court involved cases, the Contractor will submit the case plan to the DHHS through N-FOCUS for DHHS approval at least eight business days before the case plan is due to the court. Recommendations must be in the best interest of the child and reasonable efforts must be provided. In OJS cases, recommendations must also address community safety risks.</p> <p>The Contractor resubmits back to DHHS the final changes to the case plan or may initiate the Professional Judgment Resolution process within four business days before the case plan is due to the court.</p> <p>Upon final approval and signature from DHHS, the Contractor shall distribute the approved case plan to the court and all legal parties.</p> <p>When requesting an early court review, the Contractor will provide to DHHS documentation to support the recommendation.</p>
	<p>The Contractor will update the case plan in accordance with policy and prior to each review/permanency hearing.</p> <p>The Contractor will complete the Structured Decision Making Risk Re-Assessment and Reunification Assessment according to policy.</p>

Contacts and visits with child, youth, family and caretaker	
	<p>The Contractor will conduct and document face-to-face contacts and visits with each applicable child, youth and parent per policy during ongoing case management. At least 50% of a child/youth's contacts must be made in the residence of the child.</p> <p>Prior to the completion of the safety assessment, the Contractor will coordinate family contacts with the initial assessment worker.</p>
	<p>The Contractor will contact and visit caregivers of each child at least monthly in the child's residence when the child is being cared for in an out-of-home setting.</p>
Education	
	<p>The Contractor will generate the School Notification Letter.</p>
	<p>The Contractor will ensure education services are provided to children within their own home school district, and/or provide documentation why not in child's best interest.</p>
	<p>The Contractor will attend IEP/ IFSP and participate in other school meetings pertaining to the child.</p>

	<p>The Contractor will maintain regular communication with the school to obtain progress reports, school grades, etc.</p>
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Medical Needs of State Wards

<p>The Contractor is not responsible for and shall not consent to any medical treatment of state wards, including but not limited to, routine medical examinations and treatment, medical treatment or evaluation, do not resuscitate decisions, HIV testing, transplants, abortion procedures, or use of or changes to the type or dosage of psychotropic medications administered to state wards.</p> <p>The Contractor is not responsible for and shall not give authorization to placement providers to seek medical care for state wards.</p>	<p>The Contractor will obtain DHHS consent and arrange for medical, dental and vision needs.</p> <p>The Contractor will review and maintain medical and mental health reports in the official case file.</p> <p>The Contractor will coordinate with DHHS to determine the need for a Release of Information. The Contractor will complete all necessary referrals for medical treatment.</p>
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<p>The Contractor is not responsible for the physical health care costs of children/ youth who are not Medicaid eligible.</p>	
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<p>The Contractor is not responsible for and shall not prepare "Letters of Entitlement."</p>	
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Medical Needs of Parents and Non-State Wards

	<p>The Contractor will assist the child, youth or parent to independently access medical, dental and vision services.</p>
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Mental Health/Substance Abuse	
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<p>The Contractor is not responsible for and shall not consent to any mental health/substance abuse treatment of state wards, including but not limited to, mental health and substance abuse treatment or evaluation, or use of or changes to the type or dosage of psychotropic medications administered to state wards.</p>	<p>The Contractor will work with the Contracted Manage Care Organization/Administrative Service Organization (MCO/ASO) to arrange for approvals and coordinate services for Medicaid consumers.</p> <p>The Contractor will work with the Region/Division of Behavioral Health to arrange for approvals, authorizations for eligible, non-Medicaid consumers.</p> <p>The Contractor will arrange for the provision of necessary or mental health or substance abuse treatment services if denied but the service is court ordered. The Contractor will be responsible for payment of the service.</p>
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	<p>The Contractor will review all treatment reports to ensure all mental health needs are being provided.</p>
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	<p>The Contractor will coordinate with DHHS to determine the need for a Release of Information. The Contractor will complete all necessary referrals for mental health assessments including Pretreatment Assessment.</p>
	<p>The Contractor will assist the child, youth or parent to independently access mental health/substance abuse services. The Contractor will ensure that timely treatment services are provided for court involved and non-court involved children, youth and families.</p>

Development Disabilities	
	The Contractor will complete an application process for developmental disabilities services for a potential qualifying child or youth.
Transportation	
See "Functions Unique to Juvenile Offenders" section regarding secure transportation.	The Contractor will provide or arrange for family and youth transportation needs as related to safety and case plan or in fulfilling any other provision of the Contract.
Foster Care Review Office (FCRO)	
	The Contractor will provide access to the case file when required by statute.
	The Contractor will document contact on N-FOCUS with the FCRO.
	The Contractor will attend FCRO meetings as necessary.
	The Contractor will respond to FCRO specific questions and/or questionnaires.
Other Duties (Each of these rows are independent expectations.)	
The Contractor is not responsible for and shall not complete referral to Child Support.	The Contractor will assist the family in accessing any additional formal and informal resources.
The Contractor is not responsible for and shall not determine payment for Maintenance of a Ward's Child.	The Contractor will document child characteristics on N-FOCUS for any court or non-court involved child.
	Upon referral, the Contractor will continue to identify and document extended family and informal supports.
	The Contractor will continue the process of completing extended family form and kinship narrative on N-FOCUS.

	<p>The Contractor will maintain the official case file excluding the Appendix.</p> <p>The Contractor will maintain the original or copy of the child or youth's birth certificate and social security card.</p>
	<p>The Contractor shall immediately report missing youth to DHHS and law enforcement.</p>
	<p>The Contractor will complete the Protective Service Alert template to DHHS Central Office.</p>
	<p>The Contractor will complete and distribute case-specific Critical Incident Reports except for incidents occurring at the YRTC's.</p>
	<p>The Contractor will notify the Tribe when required.</p>
Functions Unique to Non-Court Cases	
	<p>The Contractor will work with families who are not the subject of a pending or ongoing court case under the Nebraska Juvenile Code to identify and provide appropriate services, interventions, strategies, or resources, to adequately address safety concerns identified by DHHS.</p>
<p>The Contractor is not responsible for and shall not execute the 'Voluntary Placement Agreement'.</p>	<p>The Contractor will request a "Voluntary Placement Agreement" in coordination with DHHS.</p>

	<p>The Contractor will assess the needs of families who are not the subject of a pending or ongoing court case under the Nebraska Juvenile Code and provide access to the appropriate services, interventions, strategies, or resources needed to effectively allow each family to maintain safety, permanency and well-being for its children outside the child welfare system.</p> <p>The Contractor will make the determination of appropriate and safe closure for non-court families (excluding youth on Parole from a YRTC).</p>
Functions Unique to Court Cases	
	<p>The Contractor will ensure timely compliance with all court orders issued in cases assigned to the Contractor for case management.</p> <p>The Contractor will participate in case staffing with the county attorney regarding filings of termination of parental rights, adoption, guardianship, etc.</p>
	<p>The Contractor will analyze and evaluate progress, and provide all relevant information regarding the parents and child or youth, and services provided under the terms of this contract that addresses safety, permanency and well-being, along with the risks and needs of delinquent youth and considering community safety.</p>
	<p>The Contractor will update the Court Report prior to each review/permanency hearing.</p>

	<p>The Contractor will submit the Court Report for DHHS review through N-FOCUS at least eight business days before the Court Report is due to the court. Recommendations must be in the best interest of the child and reasonable efforts must be provided. In OJS cases, recommendations must also address community safety risks.</p> <p>The Contractor resubmits to DHHS the final changes to the case plan or may initiate the Professional Judgment Resolution process within 4 business days before the case plan is due to the court.</p> <p>Upon final approval and signature of DHHS, the Contractor submits the Court Report/case plan to the court and all legal parties in accordance with local court protocol or court-ordered timeframes.</p>
	<p>The Contractor will notify DHHS immediately upon receipt of any service of legal process including but not limited to summons, subpoena, or discovery notices related to the performance of the Contract.</p>
	<p>The Contractor will communicate directly with the County Attorney, Guardian ad Litem and Attorneys involved.</p>
	<p>The Contractor will attend all court hearings.</p>
	<p>The Contractor will follow local court protocols on child or youth attendance to court hearings.</p>
	<p>Within three days of receiving a verbal or written order, the Contractor will request a review by DHHS when there is concern or question regarding a court order or when a court order does not appear to be in the best interest of the child or parent.</p>

Functions Unique to Status Offenders

**IS THIS NEEDED? DUPLICATE OF
WHAT'S IN COURT INVOLVED SECTION**

The Contractor shall provide DHHS with timely recommendations regarding appropriate services, interventions, strategies, or resources to adequately address needs of youth and community safety concerns identified by DHHS prior to transfer of ongoing case management from DHHS to the Contractor.

The Contractor will submit recommendations to DHHS through N-FOCUS for DHHS approval at least eight business days before the recommendations are due to the court. Recommendations need to be in the best interest of the child and reasonable efforts must be provided.

The Contractor will resubmit back to DHHS the final changes to the recommendations or may initiate the Professional Judgment Resolution process within four business days before the recommendations are due to the court.

Functions Unique to Juvenile Offenders

<p>The Contractor is not responsible for and shall not submit to the court the OJS evaluation and cover letter.</p> <p>The Contractor is not responsible for and shall not refer to MCO/ASO for a Comprehensive Child and Adolescent Assessment (CCAA).</p>	<p>The Contractor shall provide services, or resources, as ordered by the court.</p>
	<p>If an existing youth receiving case management is determined to be Non-Medicaid eligible or the evaluation is not covered by Medicaid, the Contractor will arrange for and ensure timely completion of the CCAA with a Magellan Preferred Provider.</p>
	<p>If arranging for the CCAA for a non-Medicaid eligible youth or the evaluation is not covered by Medicaid, the Contractor will ensure the CCAA is complete and submitted to DHHS within 23 calendar days of the court's order for an OJS evaluation.</p>
<p>The Contractor is not responsible for and shall not complete authorization to apprehend and detain or use of mechanical restraints.</p>	<p>The Contractor will provide documentation and information to support a youth's need to be apprehended or detained and/or for person or property to be searched/seized.</p>
<p>The Contractor is not responsible for and shall not further delegate or subcontract involuntary search and seizure functions.</p>	<p>The Contractor may search and remove property with youth or parental voluntary consent.</p> <p>The Contractor will request DHHS to conduct a search and seizure when voluntary consent can not be obtained.</p>
	<p>The Contractor shall immediately report to DHHS youth who have absconded.</p>
<p>The Contractor is not responsible for and shall not approve the use of secure transportation.</p>	<p>Upon approval from DHHS, the Contractor will provide or arrange for secure transportation.</p>

<p>The Contractor is not responsible for and shall not determine case closure and shall not complete the discharge letter to court or parolee letter.</p>	<p>The Contractor will recommend case closure.</p>
<p>1. Conditions of Liberty (COL)</p>	
	<p>The Contractor will complete the initial COL and deliver it to DHHS the same day.</p> <p>The Contractor will document on N-FOCUS the completion of the COL no later than three days after signing.</p>
	<p>The Contractor will amend the COL when needed with input from the youth's family team.</p>
	<p>The Contractor will request approval from DHHS Central Office for out-of-state travel through ICJ.</p>
<p>2. Behavioral Accountability Meeting (BAM)</p>	
	<p>The Contractor will schedule, facilitate and document BAM meetings.</p>
	<p>The Contractor will determine any changes to the COL and any additional decisions.</p>
<p>3. Update Youth Level of Service (YLS)</p>	
	<p>The Contractor will update the YLS and finalize it on N-FOCUS.</p>
<p>4. Preliminary and Revocation Hearings</p>	
<p>The Contractor is not responsible for and shall not determine the need to file revocation of parole and schedule hearing.</p>	<p>The Contractor shall request DHHS to conduct Preliminary and Revocation Hearings as necessary. The Contractor will complete the packet of information and provide any necessary evidence.</p>

<p>The Contractor is not responsible for and shall not conduct Preliminary and Revocation Hearings.</p>	<p>The Contractor will attend the Preliminary and Revocation hearings.</p> <p>The Contractor will provide any collateral information and evidence needed for Preliminary and Revocation Hearings prior to and during hearings.</p>
	<p>The Contractor will complete and submit necessary paperwork to legal.</p>
<p>5. Detained Youth</p>	
<p>The Contractor is not responsible for and shall not issue or cancel detainers.</p>	<p>When detained by the court, the Contractor will ensure placement is available within two days of the receipt of written notification from the DHHS approving the release or receipt of a copy of the court order ordering the release of a child.</p>
	<p>When detained by OJS, the Contractor will ensure placement is available within two days of written notice of release by OJS.</p>
<p>6. Commitment to YRTC</p>	
<p>The Contractor is not responsible for and shall not make decision to parole youth from the YRTC.</p>	<p>The Contractor will notify the YRTC of commitment to the YRTC and provide all appropriate paperwork at time of transportation to facility.</p>
	<p>The Contractor will ensure placement or interventions are secured and available at time of parole from YRTC.</p>
<p>Case Closure</p>	
<p>The Contractor is not responsible for and shall not determine case closure of court involved families, and will not complete discharge letter to the court or the parolee letter.</p>	<p>The Contractor will recommend case closure of court involved families.</p> <p>The Contractor will determine appropriate and safe closure for non-court families.</p>
	<p>The Contractor will deliver closed case files in accordance with the Service Area protocol.</p>

Adoption	
	The Contractor will locate and recruit adoptive homes.
	When authorized by DHHS, the Contractor will arrange for prospective adoptive parents to review child's file information.
	The Contractor will complete the Adoptive Placement Agreement.
	The Contractor will provide or arrange for relinquishment counseling.
	The Contractor will identify potential competency issues and arrange for competency evaluations for parents.
	The Contractor will prepare draft relinquishment paperwork to DHHS.
	The Contractor will facilitate the relinquishment.
The Contractor is not responsible for and shall not accept relinquishment and complete acceptance letters.	The Contractor will draft the relinquishments.
The Contractor is not responsible for and shall not negotiate subsidies and complete subsidy paperwork.	The Contractor will provide the documentation to support the subsidy.
The Contractor is not responsible for and shall not consent to the adoption.	
	The Contractor will assess due diligence efforts and prepare the affidavit.
	The Contractor will complete or update the adoption home study.
	The Contractor will complete Adoption Placement Packet paperwork and send it to DHHS to submit to the attorney. The Contractor will provide payment for attorney fees if the adoption is not subsidized.

The Contractor is not responsible for and shall not determine whether an exchange of information contract would be in the child's best interest and enter into such agreement with proposed adoptive parent and parents.	The Contractor will recommend whether an exchange of information contract with proposed adoptive parent(s) and legal parent(s) would be in the child's best interest.
	The Contractor will recommend whether open adoption, legally binding or non-legally binding, between the proposed adoptive parent(s) and legal parent(s) would be in the child's best interest.
State and National Adoption Registry	
	The Contractor will place children on the Adoption Exchange.
	Upon the request from an approved adoptive family, the Contractor will enter the family's information onto the state and national adoption registry.
	The Contractor will respond to all inquiries from potential families.
Guardianship	
The Contractor is not responsible for and shall not negotiate subsidies and complete subsidy paperwork.	The Contractor will provide the documentation to support the subsidy.
Independent Living/Former Ward	
The Contractor is not responsible for and shall not determine payment for Independent Living and Former Ward.	
	The Contractor will develop the Independent Living Plan for youth age 16 and above, which includes identified needs and supports.
	The Contractor will assist youth age 15 through 18 in completing the Ansell-Casey Skills Assessment.

	The Contractor will identify and implement needed strategies and interventions to achieve Independent Living.
	The Contractor will assist the youth in applying for and securing supports to transition from wardship (e.g. Former Ward Program).
	The Contractor will ensure the eligibility process begins in adequate time prior to dismissal to ensure youth can access support and services.
ICPC/ICJ – Nebraska Wards Placed Out-of-State (The following represents unique responsibilities in serving this population.)	
The Contractor is not responsible for and shall not approve out-of-state placement.	<p>The Contractor will prepare ICPC or ICJ written request and paperwork and submit to Central Office.</p> <p>The Contractor will support the out-of-state placement and conduct regular face-to-face contact according to needs and policy.</p>
ICPC/ICJ Into Nebraska from Another State	
The Contractor is not responsible for and shall not assume responsibility when a ward from another state has been placed into Nebraska, unless a new case is opened in Nebraska.	The Contractor will provide pre-service training to those foster parents required or who desire to become a licensed foster parent.
Resource Development	
1. Approval Homes (Relative or known to child only.)	

<p>The Contractor is not responsible for and shall not complete background checks as required by policy on any household members.</p>	<p>The Contractor will locate relatives or persons known to the child or family for out-of-home placement and complete the walkthrough of residence.</p> <p>The Contractor will obtain all information for background checks, including fingerprints.</p> <p>The Contractor shall provide payment for all out-of-state background checks if fees apply.</p>
<p>The Contractor is not responsible for and shall not approve placement of an unlicensed home.</p>	<p>The Contractor will complete a home study within 30 days of the placement.</p>
	<p>The Contractor will prepare the Request for Approval Status Form and provide documentation to support for an exception. The Contractor administrator shall review and sign the Request for Approval Status Form and submit to DHHS for final approval.</p>
<p>The Contractor is not responsible for and shall not load organization on N-FOCUS.</p>	
	<p>The Contractor will load the home study on N-FOCUS and document results on N-FOCUS.</p>
	<p>The Contractor will assess needs and provide supportive services to foster families.</p>
	<p>The Contractor will take steps to license approved homes.</p>
	<p>The Contractor will report to DHHS complaints regarding approved homes and work with the foster home to resolve complaints.</p>
<p>2. Licensed Homes</p>	
	<p>The Contractor will recruit and retain foster homes and assess needs and provide supportive services to foster families.</p>
	<p>The Contractor will complete home studies for licensed foster homes in a format provided by DHHS.</p>

<p>The Contractor is not responsible for and shall not approve and issue licenses.</p>	<p>The Contractor will recommend to DHHS initial and renewal licensing of foster/adoptive homes. Renewals must be completed within timeframes set out in policy.</p>
<p>The Contractor is not responsible for and shall not complete background checks as required by policy on any household members.</p>	<p>The Contractor will obtain all information for background checks, including fingerprints.</p>
<p>The Contractor is not responsible for and shall not load organizations onto N-FOCUS and maintain licensing file.</p>	<p>The Contractor will load home studies on to N-FOCUS, including background check results.</p>
	<p>The Contractor is responsible to ensure the licensed homes and facilities comply with licensing standards and statues related to licensing foster homes.</p>
<p>The Contractor is not responsible for and shall not issue licensing actions, including, but not limited to, approval, denial, hold or other change to license.</p>	<p>The Contractor will report to DHHS and investigate complaints and licensing violations.</p> <p>The Contractor will provide documentation and/or needed testimony in an appeal hearing.</p> <p>The Contractor will develop corrective action plans, and manage and document compliance with plans on N-FOCUS.</p>
<p>The Contractor is not responsible for and shall not waive any training requirements required for licensing or licensed relative placements.</p>	<p>The Contractor will request a Waiver of Training Requirements for relative placements.</p>

3. Caseload Ratio Requirements

Contractor will use and comply with the below caseload ratio requirements as defined by DHHS.

Assumptions:

- Continuity of case management for families is high priority
- CWLA states caseload standards are to be used a guide
- The calculation is a rolling average
- Caseload Standards will not be exceeded solely for the purposes of assigning a new case
- There is no universal formula for computing caseload size per CWLA
- Caseload Standards are the maximum when calculating caseload size
- On-Going case management standard should be used when calculating caseload size when the Initial Assessment is completed

Caseload Type	Definition	Caseload Standards	Description	Measurement/ Count
Initial Assessment	Active, open child abuse/neglect investigations conducted by Initial Assessment Worker	1:12 families (urban) 1:10 families (rural)	This does not mean that the worker can be assigned 10 or 12 new cases each month unless all 10 or 12 cases from the previous month are closed. This is a rolling number. Cases assigned the previous month are carried over and counted toward the total number of 10 or 12.	Family
	Mixed; Initial Assessment and On-Going Caseload	1:7 Children Out of Home. One child=a case 1:3 Families in home. One family=a case 1:4 Families for Initial Assessment. One family=a case	For On-Going Case management: In-Home or out-of-home Voluntary or Court-Involved	Case

		Total of 14 cases assigned		
On-Going	Children residing In-Home=no children have been removed from the home due to DHHS involvement	1:17 Families	Open and active voluntary with children placed in the home. These children have never been removed and are not court involved.	Family
	*Children residing in a planned, permanent home (parent, adoptive parent, legal guardian)	1:17 Families	Open and active court involved families with the child(ren) in a planned, permanent home. These are children who are still in DHHS custody and court involved.	Family
	Mixed; one or more wards in home, one or more wards out of home within the same family	1:10 OOH Wards 1:7 In-Home families Total 1:17	Open and active Court Involved children. Count only wards and does not involve non-ward siblings.	Ward =each ward out of the home count as one case each Family=any number of wards in the home count as one case
	Children are out of the home	1:16 Children	These are court involved and non-court involved cases where children are placed formally out of the parental/guardian home (This includes voluntary placement agreements).	Child=Each child placed outside the home is counted as one case

*A planned permanent placement will be defined as a home which will provide permanency for a child, this includes:

1. Child returns from out of home care and resides with a parents
2. Child resides in a pre-adoptive placement with a signed adoptive placement agreement
3. Child's permanency plan is guardianship and child lives with identified guardian

4. Documentation/File Retention

The Contractor will be responsible for maintaining the official case file, excluding the appendix, for each family. It is understood that this case record includes documentation maintained on N-FOCUS, as well as the paper hard file.

All information should be contained in N-FOCUS. Documents or information that cannot be contained in N-FOCUS will be available in the hard copy file, such as visitation reports, therapy reports and mental health/substance abuse reports.

N-FOCUS Documentation

1. The Contractor will utilize N-FOCUS to document all activities pertaining to assigned children, youth and families.
2. The Contractor will document all activities listed above on N-FOCUS within three business days of completion of activities above unless otherwise specified.
3. Documentation must be factual, describe the behavioral, cognitive and emotional capacities of the family to accept change and demonstrate family progress, reasonable efforts and best interest of children and youth. This data may also be used for purposes of federal measures, and must be sufficient to meet the federal requirements.

5. Record Keeping

1. The Contractor agrees to keep a separate record on each of its foster or adoptive families. At a minimum the record will include:
 - A. Criminal History Records Check
 - B. References
 - C. Current and historical home studies
 - D. License issued by the state
 - E. Ongoing training documentation
2. The Contractor agrees to keep records related to subcontractors. At a minimum, the record will include:
 - A. Quality assurance review activities and results;
 - B. Training provided to or obtained by the subcontractor related to implementation of evidenced based or promising practices;
 - C. Ongoing training documentation;
 - D. Educational and credentialing requirements;
 - E. Background check information;
3. The Contractor will be responsible for maintaining the official case file, excluding the appendix, (as outlined in the Administrative Memo #1-03 (at www.dhhs.ne.gov/jus/memos/AM-11.pdf) for each family. It is understood that this case record includes documentation maintained on N-FOCUS as well as the paper hard file.

6. Transportation Standards

1. When children, youth and families are transported by employees, subcontractors, foster and/or adoptive parents, volunteers, or interns of the Contractor, the transporter must:
 - A. Be at least 19 years of age, (except immediate family and foster family members);
 - B. Have proof of a current and valid driver's license;
 - C. Have no more than six points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive. This requirement does not apply to immediate family, foster parent, and/or adoptive parent;
 - D. Currently have no limitations that would interfere with safe driving;
 - E. Use seat belts and child passenger restraint devices as required by law;
 - F. Not smoke while transporting the client;
 - G. Not transport the client while under the influence of alcohol or any drug that impairs the ability to drive safely;
 - H. Not provide transportation if s/he has a communicable disease which may pose a threat to the health and well-being of the client;
 - I. Complete a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency. This requirement does not apply to immediate family, foster parents, and/or adoptive parents; and,
 - J. Have and maintain the minimum automobile liability and medical insurance coverage as required by law.
 - K. Utilize secure transportation in compliance with DHHS requirements.

7. Foster/Adoptive Home Studies and Approval Studies

1. The Contractor is responsible for assuring the applicable foster/adoptive home studies or approval studies are completed as directed in regulation and policy.
 - A. Adoption Home Studies that are current must be updated within 15 business days of a child being placed in the adoptive home.
 - B. Home Studies that are not completed for Adoption must be completed within 30 business days of a child being placed in the adoptive home.
2. All DHHS policies must be followed when completing foster/adoptive home studies and approval studies.
3. Minimum qualifications required for an individual who conducts foster/adoptive home studies or approval studies are:
 - A. A current resume showing education and experience.
 - (1) The individual must hold a Bachelor's Degree or higher in a human services field or must have experienced at least two years full-time employment in a human services field where job duties included interviewing, assessment, making professional determinations, and writing reports or narratives; and
 - (2) Three positive letters of reference.
 - B. The following background checks must be completed on individuals who conduct home studies or approval studies:
 - (1) The Nebraska Child and Adult Abuse and Neglect Central Registers; and
 - (2) The Nebraska State Patrol Sexual Offender Registry.
4. In addition to the requirements set out above, all adoptive home studies must be completed by a licensed child placing agency.
5. The format to be used on any foster/adoptive home study or approval study is designated by DHHS.
6. Recommend licensing waivers for relatives to DHHS.

8. Required Reports

Reporting Periods and Due Dates

Monthly Reports	Reporting Periods	Due Dates
<input type="checkbox"/> January	January 1 – January 31	February 28/29
<input type="checkbox"/> February	February 1 – February 28/29	March 31
<input type="checkbox"/> March	March 1 – March 31	April 30
<input type="checkbox"/> April	April 1 – April 30	May 31
<input type="checkbox"/> May	May 1 – May 31	June 30
<input type="checkbox"/> June	June 1 – June 30	July 31
<input type="checkbox"/> July	July 1 – July 31	August 31
<input type="checkbox"/> August	August 1 – August 31	September 30
<input type="checkbox"/> September	September 1 – September 30	October 31
<input type="checkbox"/> October	October 1 – October 31	November 30
<input type="checkbox"/> November	November 1 – November 30	December 31
<input type="checkbox"/> December	December 1 – December 31	January 31
Quarterly Reports	Reporting Periods	Due Dates
<input type="checkbox"/> Quarter 1	July 1 – September 30	October 15
<input type="checkbox"/> Quarter 2	October 1 – December 31	January 15
<input type="checkbox"/> Quarter 3	January 1 – March 31	April 15
<input type="checkbox"/> Quarter 4	April 1 – June 30	July 15
Annual Reports	Reporting Periods	Due Dates
<input type="checkbox"/> Annual Progress and Services Report	June 1 – May 31	May 31
<input type="checkbox"/> Annual Financial Report	Contractor Fiscal Year	Within 6 months of the Contractor Fiscal Year

This Report Instruction (RI) provides guidance to the Contractor on actions they are required to take in submitting Monthly, Quarterly and Annual Reports to the Department of Health and Human Services.

Monthly Finance Reports

Attachments:

1. Balance Sheet
2. Income Statement
3. Cash Flow Statement
4. Aging of Accounts Payable and Accrued Expenses

Quarterly Reports

1. Quarterly Caseload and Training Report: As required by Nebraska Statutes 68-1202, 68-1207, and 68-1207.01 DHHS is to submit an annual report to the Governor and Legislature.

Quarterly Caseload:

Staffing information, including:

- a. Contractor allotted FTEs for Family Permanency Specialists;
- b. Contractor Family Permanency Specialist positions that are filled and able to carry a full caseload (that is, have completed training);
- c. Contractor Family Permanency Specialist positions that are currently in training;
- d. Contractor Family Permanency Specialist positions that are vacant;
- e. Contractor allotted FTEs for Supervisors;
- f. Contractor Supervisor positions that are filled; and
- g. Contractor Supervisor positions that are vacant.

Note. Contractors should not report forward fills at this time.

Length of employment data, including:

- a. Average length of employment within the agency for Family Permanency Specialists (in years);
- b. Average length of employment within the position of Family Permanency Specialists (in years);

- c. Average length of employment within the agency for Family Permanency Specialist Supervisors (in years); and
- d. Average length of employment within the position of Supervisor (in years)

Turnover rates, including:

- a. Monthly turnover rate for Family Permanency Specialists (using the formulas in the text below);
- b. Monthly turnover rate for Supervisors (using the formulas in the text bow below, but replacing all references to “Family Permanency Specialists” with “Supervisor”);
- c. Average annual turnover rate for Family Permanency Specialists (using the formulas in the text box below), reported only in the quarterly report coinciding with the end of the calendar year; and
- d. Average annual turnover rate for Supervisors (using the formulas in the text box below, but replacing all references to “Family Permanency Specialists” with “Supervisor”), reported only in the quarterly report coinciding with the end of the calendar year.

To calculate the monthly turnover rates, contractors will need to record the following:

- Total number of filled FTEs at the beginning of each month.
- Total number of entries during each month, including:
 - New hires;
 - Family Permanency Specialists who transfer into the office or service area from another office or service area; and
 - Staff who transfer into a Family Permanency Specialist position from another position within the agency.
- Total number of exits during each month, including:
 - Terminations;
 - Family Permanency Specialists who transfer to another Family Permanency Specialist position within the agency (“internal transfers”);
 - Staff who transfer from a Family Permanency Specialist position into another position within the agency.
- Total number of filled FTEs at the end of each month = (total number of filled FTEs at the beginning of the month + total number of entries during the month) – total number of exits during the month.

To calculate monthly turnover rate, contractors will need to insert the information above into the formula below:

- Monthly turnover rate = (total number of exits during the month – “internal transfers”)/total number of filled FTEs at the beginning of the month.

To calculate average annual turnover rate, contractors will need to add the turnover rates for each of the twelve months and divide it by twelve.

Quarterly Training

Contractors must also provide the following information in the quarterly report coinciding with the end of the calendar year:

- a. For initial training of new or reassigned employees:
 1. The total number of staff that received initial training in the calendar year; and
 2. The total number of initial training hours broken out by the following settings (i.e., classroom and lab sessions, on-the-job field training, and all settings combined) in the calendar year; and

3. The total cost for initial training for the state fiscal year (for example, the quarterly report coinciding with the end of the calendar year 2011 will include 2011 state fiscal year costs), including the salary and benefits of staff attending training, the cost for training space, material, and other training-related expenses.
- b. For ongoing training:
1. The total number of staff that received ongoing training in the calendar year; and
 2. The total number of ongoing training hours broken out by the following presenters (i.e., contract staff, external presenters, and all presenters combined) in the calendar year; and
 3. The total cost for ongoing training for the state fiscal year (for example, the quarterly report coinciding with the end of the calendar year 2011 will include 2011 state fiscal year costs), including the salary and benefits of staff attending training, the cost for training space, material, and other training-related expenses.
- Note. Contractors should not report the number of staff receiving training from CCFL or the number of training hours provided by CCFL. CCFL reports this information to DHHS.

2. PIP Action Steps as required by DHHS Program Improvement Plan.
Written narrative for the following:
 - a. Progress on ESA Improvement plan to Increase Family Team Meetings (as required by the PIP 2.1.2.3)
 - b.
 - c. Progress on the provision of Aftercare Services (as required by the PIP 4.1.3 and APSR)
 - d. Progress on the Foster Parent Recruitment and Retention Plan (as required by the PIP 4.2.1 and 5.7.1 and APSR)

- e. EBP/PP and Non EBP/PP Quick Indicator Report and progress on Implementing Evidence Based and Promising Practices (as required by the PIP 5.4.3.1)
 - f. Progress on providing Supports and Education/Training for Relatives and Kin-care Providers (as required by the PIP 5.7.2)
3. Progress on Accreditation
- a. Progress to become Accredited by July 2013
4. Personnel Files – Sub-Contractors
- a. Report data as outlined in the Personal File Review tool, analysis of the data and activities to improve the data in the future.

Annual Reports

The Annual Report shall include a description of the specific accomplishments and progress achieved to date in the past year regarding improved outcomes for children and families, as well as providing a more comprehensive, coordinated, and effective child and family services continuum.

(Please limit to a one page)

For the following services and activities, describe the steps the agency will take to expand and strengthen the range of existing services and to develop and implement services to improve child outcomes. Explain planned activities, new strategies for improvement, and the method(s) to measure progress in the upcoming year:

1. Detention Plan (as required by the operations manual located on page 14-3)
2. ESA Improvement plan to Increase Family Team Meetings (as required by the PIP 2.1.2.3)

3.

4. Aftercare Services (as required by the PIP 4.1.3)

5. Collaboration (as required by the APSR submitted to the ACF)

- a. Describe activities in the ongoing process of coordination and collaboration efforts conducted across the entire spectrum of the child and family service delivery system. This should include stakeholder or partner involvement in the review of progress made in the past year and expected updates for the coming year.
- b. Provide an update on how the agency has demonstrated meaningful collaboration with the courts.

6. Training (as required by the APSR/45 CFR 1356.60(b)(2) to be submitted to the ACF) must include:

- a. A description of the initial in-service training program for new or reassigned employees that include a description of the content and scope of the classroom and work experience components of the training, as well as the duration of the initial in-service training period and the specific supports provided during this period.
- b. For all types of training (e.g., training for individuals preparing for employment, initial in-service training, ongoing in-service training, foster/adoptive provider training, ICWA, Chafee and the new categories of short-term training include the following:
 - 1) a brief, one-paragraph syllabus of the training activity;
 - 2) indication of the setting/venue for the training activity;
 - 3) indication of the duration category of the training activity (i.e., short-term, long-term, part-time, full-time);
 - 4) indication of the proposed provider of the training activity;
 - 5) specification of the approximate number of days/hours of the training activity;

- 6) indication of the audience to receive the training
- 7) Description of estimated cost

7. Coordination with Tribes (as required by the APSR submitted to the ACF)

- a. Describe the specific activities that have been or will be undertaken to improve or maintain compliance with ICWA. Include information on any changes to procedures, and/or a description of trainings implemented to increase compliance with ICWA.

8. Disaster Plan (as required by the APSR/Section - 422(b)(16) of the Social Security Act submitted to the ACF):

- a. The Contractor will report if they have been affected by any disaster in the past year that affected their ability to provide services and describe how their disaster plan was used, the effectiveness of their plan and any changes made. (Floods, tornados, fires, blizzards, etc.)

9. Foster & Adoptive Parent Recruitment and Retention Plans (as required by the APSR/Section 422(b)(7) of the Social Security Act to be submitted to the ACF): The foster and adoptive parent and recruitment section must address how the contractor has designed, conducted and/or strengthen programs and progress towards achieving the following and any plans for the next year.

- a. Diligent recruitment of potential foster and adoptive families that reflect the ethnic and racial diversity of children in the Service Area for whom foster and adoptive homes are needed.
- b. Describe the agency's progress and accomplishments made in the past year, citing any relevant data, and describe planned activities for recruiting foster and adoptive families.
- c. Individualized recruitment of homes including relative placements that will be supported by a continuum of services to support children, families and resource families to meet the needs of highly specialized youth (DD and Treatment, older youth, youth with diverse cultural needs, etc)

- d. Protocols that “matches” children and youth with resource families
- e. Protocols that required to actively search and identify non-custodial (both maternal and paternal) and other relatives for possible placement and as lifelong connections
- f. How the contractor provides supports and education/ training for foster and adoptive parents and relatives and kin-care providers
- g. Innovative or new strategies that have had success
- h. the population(s) to be served; and
- i. the geographic areas where the services will be available; and
- j. the estimated number of individuals and families to be served.

10. Monthly Caseworker Visits (as required by the APSR submitted to the ACF)

- a. Describe the action steps the contractor is taking to ensure that, 90 percent of children in foster care are visited on a monthly basis by their workers, and that the majority of the visits occur in the residence of the child.

11. Inter-Country Adoptions (as required by the APSR submitted to the ACF)

- a. Report the number of children who were adopted from other countries and who entered into State custody as a result of the disruption of a placement for adoption or the dissolution of an adoption, the agencies who handled the placement or adoption, the plans for the child, and the reasons for the disruption or dissolution.

12. Quality Assurance System (as required by the APSR submitted to the ACF):

- a. Provide an update on the use of the quality assurance system, any problems the agency has identified and the steps the agency is taking to address identified problems. Describe any specific changes or improvements the agency has made to programs or procedures in the past year based on QA system findings.

13. Chafee Foster Care Independence (as required by the APSR submitted to the ACF):

- a. Describe specific accomplishments and planned activities to:
 - 1) Help youth transition to self-sufficiency;
 - 2) Help youth receive the education, training, and services necessary to obtain employment;
 - 3) Help youth prepare for and enter post-secondary training and educational institutions;
 - 4) Provide personal and emotional support to youth aging out of foster care through mentors and the promotion of interactions with dedicated adults;
 - 5) Provide financial, housing, counseling, employment, education and other appropriate services and support to former foster care recipients between 18 and 21 years of age includes any and all aftercare services, if applicable, to these youth
 - 6) Provide services to youth who, after attaining 16 years of age, have left foster care for kinship guardianship or adoption;
 - 7) the population(s) to be served;
 - 8) the geographic areas where the services will be available; and
 - 9) the estimated number of individuals and families to be served
- b. Report activities to coordinate services with other Federal and State programs for youth;
- c. Provide information on specific training that was conducted and planned to help foster parents, adoptive parents, workers in group homes, and case managers understand and address the issues confronting adolescents preparing for independent living;

14. Greater use of Promising Practices and Evidence-Based Models (As required by a goal in the APSR)

- a. Fidelity/Implementation

- Data Quantity - What percentage are receiving instruments at the programs defined timeline?
- Data Quality - What are some of the processes you have in place to ensure the data you receive is reliable?

- b. Strengths
- c. Weaknesses
- d. Points for Improvement & Plan of Action

15. Protocol for Reporting Suspected Abuse and Neglect

16. Insurance

- a. Copies of Certificate of Insurance
- b. Policy regarding Sub-contractors

17. Foster Care Rates & Adoption, Guardianship Subsidy Structures

- a. The foster care rate(s) process and structure, as well as the foster family rate(s) process and structure of each its subcontractors.

Annual Finance Report

Attachments:

- a. Audited Financial Statement (as required by IV. General Provisions A.2. of the Service Delivery, Coordination and Contract Case Management Contract)
- b. Internal Revenue Service Form 990

9. Professional Judgment Resolution

1. In situations when the Contractor or DHHS has concerns with case specific issues the following process shall be followed until the issue is resolved. All case specific conflicts between DHHS and the Contractor will be resolved with family input as appropriate. Conflicts should be given timely attention. Resolution of conflicts that involve child safety or community safety will be resolved within two hours of identification.
 - A. The Child and Family Outcome Monitor and Family Permanency Specialist and Supervisor should attempt to resolve the issue. If not then:
 - B. The CFS Administrator and Contractor identified administrator shall be notified and attempt to resolve the issue. If not, then:
 - C. The Contract Manager and Contractor equal representative will be notified and attempt to resolve the issue. If not, then:
 - D. The issue will be sent to the CFS Policy Section Administrator who will work with the Director to make a final decision, which will be final.
 - E. At any time throughout this process parties may consult with the CFS Policy Section.
 - F. If resolution on a recommendation to the court cannot be reached DHHS will determine the recommendation to be presented to the court and will make the court aware of the Contractor's position regarding that recommendation.
2. In situations when the Contractor or DHHS has concerns with non-case specific contract issues the following process shall be followed until resolution. Conflicts should be given timely attention, and not to exceed ten business days, unless an extension is agreed upon by both parties. At any time throughout this process parties may consult with the CFS Policy Section.
 - A. The CFS Administrator and Contractor representative should attempt to resolve the issue. If not then:
 - B. The Contract Manager and Contractor equal representative will be notified for final resolution.DHHS will record and track the outcome of the Professional Judgment Resolution.

10. Quality Improvement

1. Types of Reviews:

A. Nebraska Child and Family Services Review – NE CFSR

- (1) Conducted in each Service Area in 2012
- (2) Contractors will arrange, coordinate and pay for any cost associated with the review which includes their own staff and any external partners from the community. This could include but not be limited to reviewers training, motels, mileage, and meals. DHHS will be responsible to pay for any expenses that DHHS staff inquires including meals, mileage, motels, and wages.
- (3) Contractors and DHHS will co-lead facilitation of the Local Area Assessment. It will be up to the Local Service Area what staff serves in this capacity.
 - (a) The co-leads for the Local Area Assessment will have the following responsibility:
 - (b) The Local Area Assessment process should begin six months before the onsite CFSR review.
 - (c) Invite the Service Area Administrator to open the Initial Advisory Team meeting.
 - (d) Schedule meetings
 - (e) Facilitate meetings
 - (f) Ensure participation and representation on the Advisory Team.
 - (g) Ensure the minute keeper is accurate at documentation of information.
 - (h) Write the report including obtaining feedback from the Advisory Team.
 - (i) Submit the report for review by the Service Area Administrator, the Child and Family Services Administrator and the lead manager for each Contractor in the Service Area. This report will be due two months prior to the onsite CFSR review.
 - (j) Submit a copy of the final report to the Local Service Area CQI team as well as the Statewide Service Area CQI team.
 - (k) Service Areas with multiple contracts will have one CFSR, which is coordinated between all Contractors.

- (l) Reviews will be conducted in pairs (i.e., one internal and one external). Contractors are considered external reviewers. Reviews will include other external stakeholders. Reviewers will not have prior casework or supervisory responsibility for any of the cases that are being reviewed. Reviews for each area will not be conducted simultaneously, but occur over a four to five month period.
- (m) The period of review will be a 12 month period. It will go back 12 months from the date of the onsite review.
- (n) The Tool and Guidebook will be the Federal CFSR Tool and Guidebook.
- (o) Sample size will include both in-home and out-of-home cases as well as court involved and non-court involved cases. In the event there are not a sufficient number of in-home cases available at a site, the number of foster care cases will be increased. The sample size for each site may only be reduced when there are not a sufficient number of cases to draw from the sample.
 - a. ESA
 - i. 19 cases
 - 1. 11 Foster Care and 8 In-home
- (p) Criteria for site selection:
 - a. ESA will review cases from both Sarpy and Douglas counties.
 - b. Other Service Areas will propose sites in their Service Area that might:
 - i. Represent a mix of population sizes and different geographic area like a rural area or a mid-sized area.
 - ii. Represent areas with significant Native American or other populations.
 - iii. Represent sites that implemented innovative practices and programs that appear to be achieving more positive outcomes than in other areas, or where they might want to explore the impact of specific practices and programs.

- iv. Represents an area that merits further study into data that is of interest (for example, a site experiencing an increase in non-relative guardianships).
 - v. A recommended site and a back up site for each Service Area and the reason the sites were preferred will be first approved by the Local Service Area CQI team and then sent on to the Statewide CQI team for final approval.
 - vi. After the site is approved then a pull from N-FOCUS will take place to make sure there are enough cases to complete a review at the site.
- (4) Mini CFSR's
- (a) Conducted quarterly 2010, 2011 and 2012 January, April, July, and October. This will meet the requirement to measure the progress of the PIP.
 - (b) DHHS file reviews only (no interviews except for items 17-20) Phone interviews will be conducted on these items with the child (school age), the child's parents, the foster parents, pre-adoptive parents, or other caregiver. The caseworker and other professionals who might be knowledgeable about the child and their family. The minimum number of interviews will be three which will include the child (school age), parents, and the caseworker.
 - (c) Sample size will include both in-home and out-of-home cases as well as court involved and non-court involved cases. In the event there are not a sufficient number of in-home cases available at a site, the number of foster care cases will be increased. The sample size for each site may only be reduced when there are not a sufficient number of cases to draw from the sample.
 - a. ESA
 - i. 19 cases
 - ii. 11 Foster Care and 8 In-home

- (d) The first year beginning January 2010, DHHS will require a second level review of cases by DHHS Staff trained in the CFSR process and procedures. This staff person will only do second level review and be available for questions to help support the other reviewers. This second level review will take place on 100% of the cases. DHHS QA staff will be the second level reviewer for this process and one DHHS staff from each Service Area will serve as a backup for the QA staff. During the first year of the review a Contractor in each Service Area will identify one of their reviewers that has reviewed for six months. The identified Contract staff will begin to shadow the DHHS QA staff as a second level reviewer. During year two, beginning January 2011 and each subsequent year that the Internal CFSR process continues, Contractor and QA staff will oversee the reviews, answer questions for reviewers and complete the second level review. The DHHS QA staff will continue to be responsible for the ongoing organization of reviewers, pulling case samples, coordinating logistics with local Service Area staff and writing the final report.
- (e) The period of review will be a 12 month period. It will go back 12 months from the date of the onsite review.
- (f) Reviews will be conducted in pairs of DHHS staff and Contractors. To avoid potential conflicts the reviewers should have no prior casework or supervisory responsibility for the cases that are being reviewed.
- (g) The Tool and Guidebook will be the Federal CFSR Tool and Guidebook.
- (h) Cases will be randomly pulled from the entire Service Area and will meet the following criteria.
- a. A case is defined as a foster care case if the target child was in foster care at any time during the period under review. A child is considered to be in foster care if the State child welfare agency (“the agency”) has care and placement responsibility for the child. This includes a child who is placed by the agency with relatives or in other kin-type placements, but the agency maintains care and placement responsibility. It does not include a child who is living with relatives

(or caregivers other than parents) but who is not under the care and placement responsibility of the agency.

- b. A case is defined as an In-home case if no child in the family was in foster care at any time during the period under review, and the case was open for at least 60 days.

2. B. Review of Service Model (Evidence Based and Promising Practices and Non-Evidence Based Programs)

- (a) The Contractor will complete a Quick Indicator form for each (current and new) program used within the Contractor's Service Model (both EBP/PP and Non-EBP/PP). The Quick Indicator form includes, but is not limited to: a summary, areas of interest, outcomes, populations, settings, level of evidence, history, adaptations, fidelity measures, and the time line.
 - (b) The Contractor agrees to provide initial and ongoing education to DHHS staff on their EBP/PP models.
 - (c) The Contractor will submit Quarterly Reports and an Annual Report regarding the use of their EBP/PP models including their analysis of the data. The Quarterly and Annual Report format will be provided by DHHS.
 - (d) The Contractor will notify DHHS of any initiation, change or deletion of any program, on a form designated by DHHS.
- (2) Out-of-Home Care facilities: Licensing of Foster and Adoptive Homes and Approval of Relative Homes and Child Specific Homes
- (a) DHHS will review all licensing packets and approved homes to determine that the Contractor is ensuring that all licensing/approval requirements and time frames are being met.
 - (b) The Contractors will ensure that all licensed and approved foster homes are aware that DHHS may arrange or drop in to conduct random compliance checks of the licensed home.
 - (c) DHHS will review a sample of completed Home Studies for content and timeliness.
 - (d) DHHS will review a sample of each Contractor's Home Studies using a review tool and guidebook, beginning November 2010.

(3) Personnel File Review

(a) Every Quarter, DHHS will review a random sample of personnel files of each Contractor staff that has direct contact with children and families, beginning in January 2012.

(b) The Contractor will review a random sampling of personnel files of each sub-Contractor staff that has direct contact with children and families, except as described in section (C) below. The sampling method will be provided by DHHS. The sample size for each sub-Contractor will follow the schedule below:

a. The Contractor will select a point in time prior to December 31, 2010 to identify a random sampling of personnel files,

b. Review of the subcontractor Personnel files will be completed by January 2012.

c. The Contractor will not be required to review a random sampling of personnel files of those subcontractors that are subject to regulation, licensing, or certification requirements that include background checks on themselves or their staff. Such subcontractors may include, but not be limited to, hospitals, residential treatment centers, drug testing facilities, licensed medical and mental health professionals. Furthermore, the Contractor will not be required to review a random sampling of personnel files of service providers located out of state that the Contractor is required to utilize because of a court order. The Contractor will provide to the Contract Liaison, a list of subcontractors that will not undergo a random sampling of personnel file reviews.

(4) N-FOCUS Data Entry and Data Integrity

(a) DHHS will review the timeliness and quality of data entered into N-FOCUS by the Contractor.

(5) Satisfaction Surveys

(a) DHHS will solicit feedback from clients and stakeholders, utilizing satisfaction surveys or other methods.

- (6) Utilization Management
 - (a) Utilization management data will be shared with the Service Area Quality Assurance Teams and at the statewide level. The report format and collection process of the data will be outlined by DHHS.
- (7) Site Visits
 - (a) DHHS may conduct site visits to observe interactions between children, youth and families and Contractor staff.
- (8) Family Team Meetings
 - (a) An equal number of Family Team Meetings will be reviewed in each Service Area by the Contractor and DHHS each month, using an established tool and guidebook, mutually agreed upon by DHHS, beginning April 2010.

11. Professional Development/Training

1. It is in the best interest of the children and families served for the Contractor to develop and sustain a well trained, competent and stable workforce to carry out the responsibilities of the contract. .

A. Initial and Ongoing Case Management Training

- (1) All Family Permanency Specialists and Family Permanency Specialist Supervisors must participate in mandatory pre-service training related to Child and Family Services.
- (2) In addition to pre-service training each Family Permanency Specialist and Family Permanency Specialist Supervisor must have a minimum of 24 hours of Child Welfare/Juvenile Services ongoing training per calendar year. The training received will support the development of skills to be a more effective Family Permanency Specialist or Family Permanency Specialist Supervisor.

2. If a Family Permanency Specialist or Family Permanency Specialist Supervisor has previously completed DHHS's New Worker Training for a Children and Family Services Specialist, the Contractor may submit a written request to DHHS's Service Area Administrator to waive the requirement that the Family Permanency Specialist also complete case management pre-service training.

A. Ongoing Training

- (1) The Contractor is responsible for coordinating training that is offered to Family Permanency Specialists, Family Permanency Specialist Supervisors.
- (2) All training efforts will be pre-approved and monitored by DHHS.

B. The Contractor will provide training progress reports and assessment tool scores on all Family Permanency Specialists participating in pre-service training to DHHS upon request to ensure competency.

All below data percentages were developed using April 2012 performance data as the beginning figure. (data from COMPASS, Point in Time or QA report data)

Contractor is expected to .

Outcome: Children are protected from abuse and neglect.

If any of these Quarterly Benchmarks are not met the Contractor will develop and implement a performance program improvement plan (PIP.) as approved by DHHS. The identified plan must contain strategies that will immediately rectify problems and achieve the next Quarters benchmark. The Contractor and DHHS will review the data measures monthly through Quality Assurance meetings

12. Case Transfer

The Contractor is responsible for all services and case management for their families assigned by the Service Area. If case management transfers to another Service Area, responsibility for services and case management will be transitioned to a DHHS case manager serving that Service Area. All requests to transfer from this Contractor to another Service Area, are to be made with the ESA CFS Administrator. A transition plan will be developed by DHHS and the Contractors.

13. Aftercare for Families

1. Aftercare shall be provided for twelve months following case closure in those cases where a case plan was implemented. Aftercare is not required in the following situations:
 - A.
 - B. The child resides out of state at the time DHHS's case is closed.
 - C. The child's legal residence changes to another state.
 - D. Families who transfer to the jurisdiction of another state or a Tribal court.
 - E. When the youngest child in the family has reached the age of 19. (Note: The Contractor is required to continue to work with the youth through their independent living program until age 21 as set out in Section 15.)
 - F. If the case is closed within a 48 hour law enforcement hold.

14. Independent Living for Youth

1. The Contractor will:
 - A. Assist state wards in completing the Ansell-Casey Skills Assessment upon their 15th birthday and yearly thereafter until they successfully reach permanency.
2. The Contractor will:
 - A. Coordinate services to youth who have achieved Independent Living through Permanency Goal.
 - B. Coordinate services to state wards that leave care after age 16 by achieving permanency through adoption and/or relative guardianship.
 - C. Coordinate services for youth with an Independent Living Permanency goal who were dismissed from State's custody after their 18th birthday and to their 21st birthday.
 - D. Coordinate services to youth from other states who currently reside in Nebraska and who fall under A, B, and C and are eligible by federal standards.
3. The Contractor is not responsible for coordinating Independent Living services:
 - A. For youth served in the adult Developmentally Disability system who are age 19 or older.
 - B. For Children who return home through reunification. For individuals during the time of adult incarceration.
 - C. For youth that are residing in another state.
4. The Contractor will support Nebraska's need to report data for the National Youth in Transition Database
 - A. The Contractor will make efforts to locate youth and ensure survey completion on youth required to be reported to the National Youth in Transition Database so that Nebraska may meet the federal criteria for the percentage of youth needing to complete surveys.

15. Foster Care Rates and Adoption/Guardianship Subsidies

The Contractor will provide DHHS with its foster family rates process and structure, as well as the foster family rates process and structure of each its subcontractors. The Contractor will work with foster parents to ensure that they understand the foster family rate is intended to support their needs to meet the desired outcome of placement stability; and, that the foster family rate may exceed the subsidy provided by DHHS should the foster parent accept guardianship or adoption of the child/ren.

The Contractor will inform foster parents who are considering becoming guardians or adoptive parents that the subsidy payment is determined by the special needs of the child/ren, and not by the income or resource needs of the prospective guardians or adoptive parents.

DHHS will provide the Contractor with information on how DHHS determines child/ren eligibility for a guardianship or adoption subsidy, as well as how DHHS utilizes the Foster Care Pay Checklist to determine the amount of the guardianship or adoption subsidy payment, based on the age appropriateness of the physical, behavioral, and emotional needs of the child/ren being reviewed for a subsidy.