

DHHS and Contractor Matrix

The Matrix is a document separate from the contract and was developed to provide direction to DHHS and the Lead Contractor on their roles and responsibilities as well as a tool to use to train DHHS and the Lead Contractor on their new roles and responsibilities effective January 1, 2011. The Contractor's will abide by all policy requirements as outlined in the contract, III.A.2. The Matrix does not replace State Statute or DHHS's policy rather it clarifies how the DHHS's policy is carried out in an integrated system.

<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>	<i>DHHS is responsible to perform under what time frames.</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) (hereinafter "DHHS Hotline") as required mandatory reporters under Neb. Rev. Statute 28-710.	DHHS assumes all responsibility for and the operation of 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.
Initial Assessments		
The Contractor is not responsible for and shall not perform Initial assessments (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.	DHHS is responsible for and shall perform Initial assessments (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.

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<p>The Contractor is not responsible for and shall not make a recommendation to law enforcement, city or county attorney, or court of competent jurisdiction to cause a child or children to be removed from their home and/or placed in any setting other than their home.</p>	<p>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.</p>	<p>DHHS is responsible for and will make a recommendation to law enforcement, city or county attorney, or court of competent jurisdiction to cause a child or children to be removed from their home and/or placed in any setting other than their home.</p> <p>DHHS will determine the safety services during the initial safety assessment and all subsequent new safety assessments.</p>
<p>The Contractor is not responsible for and shall not complete referrals to Early Development Network.</p>		<p>DHHS will be responsible for referrals to the Early Development Network at the conclusion of the safety assessment and prior to case transfer.</p>

Out-of-Home Safety Assessment

<p>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, Residential Treatment facilities.</p>	<p>DHHS and the Contractor shall initiate and maintain a safety plan as agreed upon by both in connection with an Out-of-Home Assessment.</p>	<p>DHHS is responsible for and shall 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, Residential Treatment facilities. DHHS will develop with the Contractor a safety plan as agreed upon by both in connection with an Out-of-Home Assessment.</p>
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	Take reasonable corrective actions as determined by DHHS and the contractor to address issues contributing to substantiated Out-of-Home Assessments.	DHHS will approve or deny the Contractor's corrective action plan to address licensing infractions 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.	Provide oversight and monitor effectiveness of the safety plan.	DHHS is responsible for and shall 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.
	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.	Work with family to identify and recommend the most appropriate safety plan participants. Provide necessary information to DHHS to complete background checks and to develop the safety plan.	DHHS is responsible for and shall 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 provide information to DHHS in regards to the Safety Plan sufficiency and effectiveness. Report any changes in circumstances that may impact safety.	

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	Adjust the safety plan in response to changing circumstances in the family. If new safety threats emerge, 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.	Provide oversight and monitor effectiveness of the safety plan. Determine suitability of changes to or additional safety plan participants.	DHHS is responsible for the completion of all background checks of safety plan participants on the Safety Plan. DHHS will complete background checks within 2 hour in an emergency and 24 hours in a non-emergency placement.
	Provide all supports and services needed to implement and maintain Safety Plan.	
	Work with family to identify and recommend safety plan participants. 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. Report any changes in circumstances that may impact safety.	

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	<p>Adjust the safety plan in response to changing circumstances in the family. If new safety threats emerge, 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>	
Conditions for Return		
	<p>Develop Conditions for Return with input from family. Document Conditions for Return on N-FOCUS no later than 60 days after removal.</p>	<p>DHHS will conduct quality assurance reviews.</p>
	<p>Review the Conditions for Return. Provide feedback on the family's progress.</p>	

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Out of Home Placement		
<p>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 is not responsible for notifying legal parties of change of placement.</p>	<p>Recommend the need for an out of home placement or change in placement to DHHS based upon the best interest of the child.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The Contractor will arrange for and carry out a change in placement after receiving DHHS approval and, when required by state law, court approval.</p>	<p>DHHS will notify the contractor within 2 hours if there is an objection an emergency placement change based upon the best interest of the child. DHHS will notify the contractor within the next business day if there is an objection to a non-emergency change.</p> <p>DHHS will initiate the Professional Judgment Resolution process if there is a concern the placement does not meet the child's best interest.</p> <p>DHHS will notify the court and all parties and the contractor of the recommended change of placement within one business day of receiving the request. DHHS will obtain court approval for a placement change, when required by state law.</p>
	<p>Document initial removal and placement on N-FOCUS.</p>	<p>DHHS will conduct quality assurance reviews.</p>

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	At initial placement review DHHS signed "Statement of Disclosure" with the caregiver and obtain 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. Provide signed copy to the caregiver.	DHHS will provide initial signed "Statement of Disclosure" at the time of the referral.
	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.	Locate non-custodial parent for potential placement.	DHHS will complete background checks within 2 hour in an emergency and 24 hours in a non-emergency placement.
	Complete non-custodial parent approval process and document on N-FOCUS	DHHS will conduct quality assurance reviews.
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.	Locate relative or person known to the child or family for out of home placement and complete the walkthrough of residence.	<p>DHHS will complete background checks within 2 hour in an emergency with the exception of criminal history checks through the state patrol.</p> <p>DHHS will conduct background checks within 24 hours in a non-emergency placement with the exception of criminal history checks through the state patrol. The state patrol checks will be forwarded to the Contractor within 1 business day of receipt.</p>

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The Contractor is not responsible for and shall not approve placement in an unlicensed home.	Complete home study within 30 days of the placement.	DHHS will review and approve or deny the emergency placement of an unlicensed home within 24 hours of the request per Program Memo: Title 390, Initial and Emergency Placement Approval # 2-2004.
Parenting Time/Visitation Plans		
	Assist with visit(s) following child or youth's removal from parent/guardian prior to the completion of the Parenting Time/Visitation Plan.	
	Complete Parenting Time/Visitation Plan on N-FOCUS to include parent and sibling contact.	
	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 be limited to supervision, duration, frequency of visits and who can be present during parenting time/visitation.	DHHS will approve or deny the Parenting Time/Visitation plan as part of the review and approval of the case plan in a court involved case within the same time frames as the case plan.
	Evaluate with family and monitor effectiveness of Parenting Time/Visitation Plan. Implement changes and modifications as allowed by the court order.	

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	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.	DHHS will conduct quality assurance reviews.
	Document on N-FOCUS a monthly summary within 10 calendar days of the end of the month. Include documentation for visitations and progress towards the outcomes during the month in a format agreed upon specific to each Service Area.	DHHS will conduct quality assurance reviews.
Protective Capacity Assessment.		
	Conduct PCA to determine enhanced or diminished parental capacity (parent needs) impacting the safety threats and to identify case plan needs and strategies.	DHHS will conduct quality assurance reviews.
Child and Family Needs Assessment		
	Assess with the child and family their needs and develop strategies to address the identified child and community safety threats, the diminished capacities and to achieve the outcomes and ensure sustainable change.	DHHS will conduct quality assurance reviews.
Family Team Meetings		
	Coordinate, schedule and facilitate Family Team Meetings.	

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	During the Family Team Meeting discuss the child and community safety threats, the protective capacities and progress on achieving case plan outcomes. Develop strategies to include formal and informal supports and/or interventions needed to assist the family in making sustainable change.	
	Document all Family Team Meetings per policy.	DHHS will conduct quality assurance reviews.
Case Plan		
	Develop strategies to include formal and informal supports and/or interventions needed to assist the family in making sustainable change. Work with the family to determine the permanency objective, concurrent plan, a timeframe to achieve the permanency objective, case plan outcomes and needs.	
	Prepare Initial Case Plan per policy timeframes for approval by DHHS in court involved cases.	In court involved cases DHHS will review and approve or deny the Initial Case Plan.
	Meet with the family to review the case plan and obtain their signature.	

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<p>The Contractor is not responsible for and shall not submit Case Plans to the Court.</p> <p>The Contractor is not responsible for and shall not provide a formal notification to the legal parties of the case plan submitted by DHHS</p>	<p>For court involved cases, submit Case Plan to the DHHS through N-FOCUS for DHHS approval at least 8 business days before the Case Plan is due to the court. Recommendations are in the best interest of the child and reasonable efforts are provided. In OJS cases, recommendations also address community safety risk.</p> <p>The contractor resubmits back 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>When requesting an early court review, the Contractor will provide to DHHS documentation to support the recommendation.</p>	<p>DHHS will review the Case Plan for reasonable efforts and best interest and provide feedback to the contractor with any concerns within 6 business days before the case plan is due to the court.</p> <p>DHHS will initiate the Professional Judgment Resolution process to occur within 2 business days before the case plan is due to the court, if the final draft cannot be submitted to the court. DHHS is responsible for and will provide formal notification to the legal parties of the case plan submitted by DHHS.</p> <p>DHHS is responsible for requesting an early court review within 2 days of the request.</p>
	<p>Monitor and evaluate progress regarding services provided that address safety, permanency, well-being along with the risks and needs of youth and community safety.</p>	
	<p>Update Case Plan in accordance with policy and prior to each review/permanency hearing.</p>	<p>DHHS will conduct quality assurance reviews.</p>

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Contacts and visits with child, youth, family and caretaker		
The Contractor is not responsible for and shall not perform face-to-face contacts and visits with each child, youth, and parent(s) per policy prior to the referral of case management.	Conduct face to face contacts and visits with each child, youth or parent(s) per policy during ongoing case management.	DHHS is responsible for and shall perform face-to-face contacts and visits with each child, youth, and parent(s) per policy prior to the referral of case management. DHHS will conduct quality assurance reviews.
	Contact and visit caregivers of each child at least monthly in child's residence when the child is being cared for in an out of home setting.	DHHS will conduct quality assurance reviews.
Education		
	<p>Generate the School Notification Letter.</p> <p>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>Attend IEP/ IFSP and participate in other school meetings pertaining to the child/youth.</p> <p>Maintain regular communication with the school to obtain progress reports, school grades, etc.</p>	DHHS will conduct quality assurance reviews.

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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 authorize placement providers to seek medical care for state wards.</p>	<p>Obtain DHHS consent and arrange for medical, dental and vision needs.</p> <p>Review and maintain medical and mental health reports in the official case file.</p> <p>Coordinate with DHHS to determine the need for Release of Information. Complete all necessary referrals for medical treatment.</p>	<p>DHHS is responsible for and shall 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, mental health and substance abuse evaluations and treatment, or use of or changes to the type or dosage of psychotropic medications administered to state wards.</p> <p>DHHS will respond to requests immediately in an emergency situation. In non-emergency situation DHHS will respond to requests within 3 working days.</p> <p>DHHS will provide Release of Information upon request.</p> <p>DHHS will conduct quality assurance reviews.</p>
<p>The Contractor is not responsible for the physical health care costs of children, youth and families who are not Medicaid Eligible.</p>		<p>DHHS is responsible for the physical health care costs of children, youth and families who are not Medicaid Eligible.</p>
<p>The Contractor is not responsible for and shall not prepare “Letters of Entitlement”.</p>		<p>DHHS will prepare the “Letters of Entitlement”.</p>
Medical Needs of Parents and Non-State Wards		
	<p>Assist the child, youth or parent to independently access medical, dental and vision services.</p>	

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Mental Health/Substance Abuse		
<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>Work with the contracted Manage Care Organization/Administrative Service Organization (MCO/ASO) to arrange for approvals and coordinate services for Medicaid consumers.</p> <p>Work with the Region/Division of Behavioral Health to arrange for approvals, authorizations for eligible, non-Medicaid consumers.</p> <p>Arrange for 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>	<p>DHHS is responsible for and shall 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>DHHS will respond to requests immediately in an emergency situation. In non-emergency situation DHHS will respond to requests within 3 working days.</p>
	<p>Review all treatment reports to ensure all mental health needs are being provided.</p>	<p>DHHS will conduct quality assurance reviews.</p>
	<p>Coordinate with DHHS to determine the need for Release of Information. Complete all necessary referrals for mental health assessments including Pretreatment Assessment.</p>	<p>DHHS will provide Release of Information within 1 business day of the request.</p>
	<p>Assist the child, youth or parent to independently access mental health/substance abuse services. Ensure that timely treatment services are provided for court involved and non-court involved children, youth and families.</p>	<p>DHHS will conduct quality assurance reviews.</p>

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Development Disabilities		
	Complete application process for DD services for a potential qualifying child or youth.	DHHS will conduct quality assurance reviews.
Transportation		
See Functions Unique to Juvenile Offenders section regarding secure transportation	Provide or arrange for family and youth transportation needs as related to safety and case plan.	DHHS will conduct quality assurance reviews.
Foster Care Review Board (FCRB)		
	Provide access to the case file when required by statute.	Review FCRB findings and recommendations.
	Document contact on N-FOCUS with the Foster Care Review Board	Respond to FCRB specific questions and/or questionnaire.
	Attend Foster Care Review Board meetings as necessary.	
	Respond to FCRB specific questions and/or questionnaire.	
Other Duties – Each of these rows are independent expectations		
The Contractor is not responsible for and shall not complete referral to Child Support.	Assist family in accessing any additional formal and informal resources.	DHHS will complete referral to Child Support upon the initial placement of the youth.
The Contractor is not responsible for and shall not determine payment for Maintenance of Ward's Child.	Document Child Characteristics on N-FOCUS.	DHHS is responsible for payment of the Maintenance of a State Ward's Child.
	Upon referral, Contractor will continue to identify and document extended family and informal supports.	DHHS will conduct quality assurance reviews.

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	Contractor will continue process of completing extended family form and kinship narrative on N-FOCUS.	DHHS will conduct quality assurance reviews.
	Maintain official case file excluding the Appendix. Maintain the original or copy of child or youth's birth certificate and social security card.	DHHS will maintain the Appendix. DHHS will secure the youth's original birth certificated and social security card as necessary.
	The Contractor shall immediately report missing youth to DHHS and Law Enforcement.	
	Complete the Protective Service Alert template to DHHS Central Office.	DHHS will create and distribute the Protective Service Alert.
	Complete and distribute case specific Critical Incident Reports except for incidents occurring at the YRTC's.	DHHS will complete and distribute case specific Critical Incident Report prior to transfer of case management or incidents occurring at the YRTC's. DHHS will conduct quality assurance reviews.
	Notify the Tribe when required.	DHHS will conduct quality assurance reviews.
Functions Unique to Non-Court Cases		
	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.	

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The Contractor is not responsible for and shall not execute the 'Voluntary Placement Agreement'.	Request "Voluntary Placement Agreement" from DHHS.	DHHS will approve or deny the request to execute a 'Voluntary Placement Agreement'.
	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.	DHHS will conduct quality assurance reviews.
Functions Unique to Court Cases		
The Contractor is not responsible for and shall not submit any request to a County Attorney to initiate any legal action including, but not limited to; Initial or supplemental petition under the Nebraska Juvenile Code; Termination of Parental Rights.	Ensuring timely compliance with all court orders issued in cases assigned to Contractor for Case Management.	DHHS is responsible for submit any request to a County Attorney to initiate any legal action including, but not limited to; Initial or supplemental petition under the Nebraska Juvenile Code; Termination of Parental Rights.
	Analyze, 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 well-being along with the risks and needs of delinquent youth considering community safety.	DHHS will conduct quality assurance reviews.
	Update Court Report prior to each review/permanency hearing.	DHHS will review the Court Report for reasonable efforts and best interest and provide feedback to the contractor with any concerns.

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<p>The Contractor is not responsible for and shall not submit the court report to the court.</p> <p>The Contractor is not responsible for and shall not provide formal notification to the legal parties of the court report submitted by DHHS.</p>	<p>Submit court report to the DHHS through N-FOCUS for DHHS review at least 8 business days before the court report is due to the court. Recommendations are in the best interest of the child and reasonable efforts are provided. In OJS cases, recommendations also address community safety risk.</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>DHHS will review the Court Report for reasonable efforts and best interest and provide feedback to the contractor with any concerns within 6 business days before the court report is due to the court.</p> <p>DHHS will initiate the Professional Judgment Resolution process to occur within 2 business days before the court report is due to the court, if the final draft cannot be submitted to the court. DHHS is responsible for and will provide formal notification to the legal parties of the court report submitted by DHHS.</p>
	<p>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>DHHS will review the receipt of any service of legal process.</p>
	<p>Communicate directly with the County Attorney, Guardian ad Litem and Attorneys involved.</p>	<p>Communicate directly with the County Attorney, Guardian ad Litem and Attorneys involved as needed.</p>
	<p>The Contractor will attend all court hearings.</p>	<p>DHHS will attend court hearings when required by the court.</p>
	<p>Follow local court protocols on child or youth attendance to court hearings.</p>	<p>DHHS will conduct quality assurance reviews.</p>
	<p>The Contractor will attend all pre-adjudication/pre-hearing conferences as requested by DHHS.</p>	<p>DHHS will provide notification when it is necessary for the Contractor to attend the pre-adjudication/pre-hearing conference.</p>

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	Within 3 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.	DHHS will review court orders upon request by the Contractor.

Functions Unique to Status Offenders

The Contractor is not responsible for and shall not complete the initial YLSCMI.	<p>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 Contractor.</p> <p>Submit recommendations to DHHS through N-FOCUS for DHHS approval at least 8 business days before the recommendations are due to the court. Recommendations need to be in the best interest of the child and reasonable efforts are provided.</p> <p>The contractor resubmits back to DHHS the final changes to the recommendations or may initiate the Professional Judgment Resolution process within 4 business days before the recommendations are due to the court.</p>	<p>DHHS will complete the initial YLSI within 60 days of court ordered custody.</p> <p>DHHS will review the recommendations for reasonable efforts and best interest and provide feedback to the contractor with any concerns within 6 business days before the recommendations are due to the court.</p> <p>DHHS will initiate the Professional Judgment Resolution process to occur within 2 business days before the recommendations due to the court, if the final draft cannot be submitted to the court. DHHS is responsible for and will provide formal notification to the legal parties of the recommendations submitted by DHHS.</p>
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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 complete the initial YLSCMI</p> <p>The Contractor is not responsible for and shall not refer to MCO/ASO for CCAA.</p>	<p>Arrange for and provide payment for placement for OJS evaluation purposes. (non-detention)</p> <p>The Contractor shall provide services, or resources, as ordered by the court.</p>	<p>DHHS is responsible for submitting to the Court the OJS evaluation and cover letter.</p> <p>DHHS will complete the initial YLSCMI during the OJS evaluation process</p> <p>DHHS is responsible for and shall refer to MCO/ASO for CCAA.</p>
<p>The Contractor is not responsible for and shall not contact Provider Referral Line, if youth is determined to be Non-Medicaid eligible.</p>	<p>If the youth 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 Comprehensive Child and Adolescent Assessment (CCAA) with a Magellan Preferred Provider.</p>	<p>DHHS is responsible for and shall contact the Provider Referral Line to determine which agency completes the CCAA.</p>
	<p>If arranging for the CCAA for a Non-Medicaid eligible youth or the evaluation is not covered by Medicaid, ensure the CCAA is complete and submitted to DHHS within 23 calendar days of the court's order for an OJS evaluation.</p>	<p>DHHS is responsible for submitting to the Court the OJS evaluation and cover letter to the Court.</p>
<p>The Contractor is not responsible for and shall not complete authorization to apprehend and detain or use of mechanical restraints.</p>	<p>Provide documentation and information to support youth's need to be apprehended or detained and/or for person or property to be searched/seized.</p>	<p>DHHS is responsible for and shall complete authorization to apprehend and detain or use of mechanical restraints.</p>

<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>	<i>DHHS is responsible to perform under what time frames.</i>
The Contractor is not responsible for and shall not further delegate or subcontract involuntary search and seizure functions.	With youth or parental voluntary consent the Contractors may search and remove property. The Contractors will request DHHS to conduct a search and seizure when necessary.	DHHS is responsible to conduct search and seizure.
	The Contractor shall immediately report to DHHS youth who have absconded.	DHHS will submit the NCIC warrant for apprehension.
The Contractor is not responsible for and shall not approve the use of secure transportation.	Upon approval from DHHS, provide or arrange for secure transportation.	DHHS is responsible for and shall approve the use of secure transportation.
The Contractor is not responsible for and shall not determine case closure and shall not complete the discharge letter to court or parolee letter.	Recommend case closure.	DHHS is responsible for and shall determine case closure complete the discharge letter to court or parolee letter.
1. Conditions of Liberty (COL)		
	The Contractor completes the initial Conditions of Liberty (COL) and delivers to DHHS the same day. The Contractor documents on N-FOCUS the completion of the COL no later than 3 days after signing.	DHHS will review and approve the initial COL by the end of the next business day.
	The Contractor amends Conditions of Liberty when needed with input from the youth's Family Team.	DHHS will conduct quality assurance reviews.
	The Contractor will request approval from DHHS Central Office for out of state travel through ICJ.	DHHS will review and approve or deny request for youth to travel out of state through the ICJ.

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2. Behavioral Accountability Meeting. (BAM)		
	Schedules, facilitates and documents BAM meeting.	DHHS will conduct quality assurance reviews.
	Determine any changes to the Conditions of Liberty and any additional decisions.	DHHS will review and approve any changes in the COL resulting from the BAM by the end of the next business day.
3. Update Youth Level of Service (YLS)		
	Update YLS and finalize on N-FOCUS.	DHHS will conduct quality assurance reviews.
4. Preliminary and Revocation Hearings		
The Contractor is not responsible for and shall not determine the need to file revocation of parole and schedule hearing.	The Contractor shall request DHHS to conduct Preliminary Hearing for possible revocation of parole as necessary.	DHHS is responsible for and shall determine the need to file revocation of parole, schedule hearing and provide notice to the contractor.
The Contractor is not responsible for and shall not conduct Preliminary and Revocation Hearings.	Attends the Preliminary and Revocation hearings. Provide any collateral information and evidence needed for Preliminary and Revocation hearings prior to hearing and during hearing.	DHHS conducts the Preliminary hearing and Revocation hearing.
	Completes and submits necessary paperwork to legal.	

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5. Youth Detained		
The Contractor is not responsible for and shall not issue or cancel detainers.	When detained by the court, ensure placement is available within 2 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.	DHHS is responsible for and shall issue or cancel detainers. DHHS will conduct quality assurance reviews.
	When detained by OJS, ensure placement is available within 2 days of written notice of release by OJS.	DHHS will conduct quality assurance reviews.
6. Commitment to YRTC		
The Contractor is not responsible for and shall not make decision to parole youth from the YRTC.	Notify YRTC of commitment to the YRTC and provide all appropriate paperwork at time of transportation to facility.	DHHS is responsible for and shall make decision to parole youth from the YRTC.
	Ensure placement or interventions are secured and available at time of parole from YRTC.	DHHS will conduct quality assurance reviews.

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Case Closure		
<p>The Contractor is not responsible for and shall not determine case closure, and will not complete discharge letter to the court or the parolee letter.</p>	<p>Recommend Case Closure.</p>	<p>In OJS cases, DHHS is responsible for completing and sending the parolee letter.</p> <p>DHHS will review the recommendation for case closure for reasonable efforts and best interest and provide feedback to the contractor with any concerns within 3 business days of the request in a non-court case or 6 business days before the court report is due to the court.</p> <p>DHHS will initiate the Professional Judgment Resolution process to occur within 2 business days before the recommendation for case closure is due to the court, if the final recommendation cannot be submitted to the court. DHHS is responsible for and will provide formal notification to the legal parties of the recommendation for case closure submitted by DHHS.</p>
	<p>Deliver closed case file(s) in accordance with the service area protocol.</p>	<p>DHHS will conduct quality assurance reviews to ensure that the closed files are complete and delivered to Central Office.</p>
Adoption		
	<p>Locate and recruit adoptive homes.</p>	<p>DHHS will conduct quality assurance reviews.</p>
	<p>When authorized by DHHS arrange for prospective adoptive parents to review child's file information.</p>	

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	Complete adoptive placement agreement.	DHHS will conduct quality assurance reviews.
	Provide or arrange for relinquishment counseling.	DHHS will conduct quality assurance reviews.
	Identify potential competency issues and arrange for competency evaluations for parents.	DHHS will conduct quality assurance reviews.
	Prepare draft relinquishment paperwork to DHHS.	DHHS will review and approve or deny the draft relinquishment paperwork within 2 business days from receiving the paperwork.
	Facilitate the relinquishment.	DHHS may attend the relinquishment.
The Contractor is not responsible for and shall not accept relinquishment and complete acceptance letter(s).	The Contractor will draft the relinquishments.	DHHS will review and accept or deny the relinquishment and complete acceptance letter(s).
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.	DHHS will negotiate subsidies and complete subsidy paperwork with a targeted completion date within 30 days of receiving the documentation from the Contractor, if all parties are in agreement to the subsidy.
The Contractor is not responsible for and shall not consent to the adoption.		DHHS will perform consent to the adoption.
	Assess due diligence efforts and prepare affidavit.	DHHS will submit the affidavit. DHHS will conduct quality assurance reviews.
	Complete or update Adoption home study.	DHHS will conduct quality assurance reviews.

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	Complete adoption placement packet paperwork and send to DHHS to submit to the attorney.	DHHS will review and approve or deny the adoption packet paperwork and submit to the attorney within 5 business days of receiving the packet. DHHS will conduct quality assurance reviews.
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.	Recommend whether an exchange of information contract with proposed adoptive parent(s) and legal parent(s) would be in the child's best interest.	DHHS will 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 legal parents. DHHS will conduct quality assurance reviews.
	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.	DHHS will determine whether an open adoption, legally binding or non-legally binding, would be in the child's best interest and determine which would best meet those needs. If open adoption is determined to best meet the child's needs assist the proposed adoptive parents and the legal parents in entering into such an agreement.
State and National Adoption Registry		
	Place children on the Adoption Exchange.	DHHS will conduct quality assurance reviews.
	Upon the request from an approved adoptive family, enter family's information onto the state and national adoption registry.	DHHS will conduct quality assurance reviews.
	Respond to all inquiries from potential families.	

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Guardianship		
The Contractor is not responsible for and shall not negotiate subsidies and complete subsidy paperwork.		DHHS will negotiate subsidies and complete subsidy paperwork.
Independent Living/Former Ward		
The Contractor is not responsible for and shall not determine payment for Independent Living and Former Ward.		DHHS will determine payment for Independent Living and Former Ward.
	Develop the Independent Living Plan for youth age 16 and above, which includes identified needs and supports.	DHHS will conduct quality assurance reviews.
	Assist youth age 15 through 18 in completing the Ansell-Casey Skills Assessment.	DHHS will conduct quality assurance reviews.
	Identify and implement needed strategies and interventions to achieve Independent Living.	DHHS will conduct quality assurance reviews.
	Assist the youth in applying for and securing supports to transition from wardship (e.g. former ward program).	DHHS will conduct quality assurance reviews.
	Ensure the eligibility process begins in adequate time prior to dismissal to ensure youth can access support and services.	DHHS will conduct quality assurance reviews.

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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.	Prepare ICPC or ICJ written request and paperwork and submit to Central Office.	DHHS Central Office processes the ICPC or ICJ request with the receiving state and communicates their decision to the Contractor.
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.	Provide pre-service training to those foster parents required or who desire to become a licensed foster parent.	DHHS will assume responsibility when a Ward from another state has been placed into Nebraska, unless a new case is opened in Nebraska.
Resource Development		
1. Approval Homes (Relative or Known to Child Only)		
The Contractor is not responsible for and shall not complete background checks as required by policy on any household members.	Locate relative or person known to the child or family for out of home placement and complete the walkthrough of residence. Obtain all information for background checks, including fingerprints.	DHHS will complete background checks within 2 hour in an emergency with the exception of criminal history checks through the state patrol. DHHS will conduct background checks within 24 hours in a non-emergency placement with the exception of criminal history checks through the state patrol. The state patrol checks will be forwarded to the Contractor within 1 day of receipt.

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The Contractor is not responsible for and shall not approve placement of an unlicensed home.	Complete home study within 30 days of the placement.	DHHS will review and approve or deny the emergency placement of an unlicensed home within 2 hours of the request per Program Memo: Title 390, Initial and Emergency Placement Approval # 2-2004.
The Contractor is not responsible for and shall not approve the Request for Approval Status form.	Prepares the Request for Approval Status Form and provide documentation to support for an exception.	DHHS will approve or deny the Request for Approval Status form. DHHS will conduct quality assurance reviews.
The Contractor is not responsible for and shall not load organization on N-FOCUS.		DHHS will load organization on N-FOCUS.
	Load home study on N-FOCUS and document results on N-FOCUS.	DHHS will conduct quality assurance reviews.
	Assess needs and provide supportive services to foster families.	DHHS will conduct quality assurance reviews.
	The Contractor will take steps to license approved homes.	DHHS will conduct quality assurance reviews.
	Report to DHHS, complaints regarding approved homes and work with the foster home to resolve complaints.	DHHS will conduct quality assurance reviews.
2. Licensed Homes		
	Recruit and retain foster homes. Assess needs and provide supportive services to foster families.	DHHS will issue the license and load the foster home on N-FOCUS.

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	Complete home studies for licensed foster homes in a format provided by DHHS.	DHHS will provide to the Contractor the home study format.
The Contractor is not responsible for and shall not approve and issue License.	Recommend to DHHS initial and renewal licensing of foster/adoptive homes. Renewals must be completed within timeframes set out in Policy.	DHHS is responsible for approval and issuance of the license.
The Contractor is not responsible for and shall not complete background checks as required by policy on any household members.	Obtain all information for background checks, including fingerprints.	DHHS will conduct background checks within 8 business days with the exception of criminal history checks through the state patrol. The state patrol checks will be forwarded to the Contractor within 3 business days of receipt.
The Contractor is not responsible for and shall not load organizations onto N-FOCUS and maintain licensing file.	Load home studies on to N-FOCUS, including background check results.	DHHS will load organizations onto N-FOCUS and maintain licensing file.
	The Contractor is responsible to ensure the licensed homes and facilities comply with licensing standards and statues related to licensing foster homes.	DHHS will conduct quality assurance reviews.
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>Report to DHHS and investigate complaints and licensing violations.</p> <p>Shall provide documentation and/or needed testimony in an appeal hearing.</p> <p>Develop corrective action plan, manage compliance and document on N-FOCUS.</p>	<p>DHHS is responsible for performing licensing actions, including, but not limited to, approval, denial, hold, revoking a license or other change to license.</p> <p>DHHS will conduct quality assurance reviews of the corrective action plan.</p>

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The Contractor is not responsible for and shall not waive any training requirements required for licensing or licensed relative placements.	Request Waiver of Training requirements for relative placements.	DHHS will review and approve or deny the request for the waiver of any training requirements for licensing or licensed relative placements.