

Division of Children and Family Services Protection and Safety Procedure Update #11-2013	
Regarding:	Adult Protective Services Working with Developmental Disabilities
Date Effective:	April 22, 2013
Contact:	Julie Hippen at Julie.hippen@nebraska.gov or 402-471-1731
Issued by:	Thomas D. Pristow 

Philosophy:

The Division of Children and Family Services believes that collaboration and communication is important in assessing the safety of vulnerable adults involved with the Division of Developmental Disabilities.

Procedure:

There is a Memorandum of Understanding (MOU) dated 06/19/2012 between the Division of Children and Family Services (CFS) and the Division of Developmental Disabilities (DDD) specific to investigations of alleged abuse, neglect, and exploitation for individuals covered under the Department of Justice (DOJ) Settlement Agreement with the State of Nebraska.

The MOU outlines requirements under the DOJ Settlement Agreement with the State of Nebraska. Individuals covered by this agreement are either currently residing at the Beatrice State Developmental Center (BSDC) or were previously residing at BSDC as of October 19, 2007, and are now residing in the community.

The manner in which the MOU will be upheld by the two Divisions is that DDD Surveyors and Adult Protective Services (APS) Workers will collaboratively plan and carry out the investigation and work together when there is an accepted Intake that involves a DOJ covered individual.

The intake unit will identify DOJ covered individuals and provide this identification in the Intake narrative. It will be the responsibility of the APS Supervisor or Administrator reviewing the Intakes for assignment to immediately identify these Intakes and let the assigned worker know that this Intake involves a DOJ covered individual.

For intakes accepted for investigation by APS, the DDD program manager will send an email to the APS Supervisors and the CFS Program Specialist specifying the Intake # and the name & contact information of the assigned DDD Surveyor/Consultant.

The APS Worker must initiate action on all accepted Intakes that involve a DOJ covered individual by the next business day of the incident being reported. The APS Worker must complete the investigation/assessment within 30 business days of the incident being reported, or as soon as practicable so as to eliminate any undue delay.

Initiate Action means that the APS Worker has reviewed the intake and has made a decision about the plan to investigate. This decision point must be documented in N-FOCUS in the Investigation Narrative section - Subject: Contact. The contact will also be included in the Investigation Summary under Evidence/Contact summary section.

For example:

- Priority 2 Intake is accepted for investigation - the APS Worker will review the Intake; contact the assigned DDD Surveyor and schedule a time and date to begin the investigation.
- Priority 3 Intake is accepted for investigation, the APS Worker will review the intake information and decide what steps are needed such as: obtaining the IPP from the DDD Service Coordinator or calling the facility to schedule a face-to-face interview for Wednesday.

These decisions will be documented on N-FOCUS (investigation narrative, contact) and will meet the definition for initiating action. Initiating action within one day does not negate the current priority response time frames established for APS.

Completing the investigation:

All interviews have been conducted, evidence obtained and the APS Worker has gathered and analyzed all the information to determine if either abuse/neglect/exploitation or self-neglect occurred. A decision to open an ongoing case or other action will be determined. The investigation needs to be completed and documented on N-FOCUS within 30 business days of intake assignment.

Exception: If the APS Worker has not been able to gather all of the necessary evidence or interview all of the relevant parties within the 30 business day time frame, the APS Worker must document the information that is outstanding and any action they are taking to obtain that information. The APS Worker will update the status of completing the investigation a minimum of every 5 business days until the investigation is complete. This information will be documented in the Investigation Narrative – Consultation Point – Investigation timeframe extension.

Collaboration of Investigation:

- The DD Surveyor will conduct the investigation related to how the provider agency provided safety for the individual and identify any actions that need to be taken to provide ongoing safety for individuals by the provider agency.
- The APS Worker will conduct the investigation to assess the safety of the individual and determine if abuse, neglect, or exploitation occurred. The APS Worker will document in the Investigation Summary, under the heading of Safety how the alleged victim was unsafe; what safety interventions were taken by APS and/or by the Organization; what safety services were established.

Conducting the Investigation:

- Once the DD Program Manager has notified the APS Supervisor with the intake number and name of assigned DDD Surveyor/Consultant, the assigned APS Worker must make contact with the assigned DD Surveyor.
- The assigned APS Worker will follow APS procedures related to gathering information and conducting interviews.
- The DD Surveyor and the APS Worker will collaborate and conduct joint interviews whenever practicable (feasible) and necessary for the investigation. If schedules cannot be synced, APS response time frames for the first face-to-face contact will not be extended. APS response times established in policy must be met.

Upon completion of the investigation:

- DDD will provide the CFS Program Specialist with a copy of DDD's citations and recommendations issued to the provider.
- The APS Worker will provide a copy of the Organization Notification Letter to the DD Surveyor.

References:

Memorandum of Understanding (MOU) between the Division of Children and Family Services and the Division of Developmental Disabilities dated 06/19/2012.
Department of Justice Provisions Relating to Investigations

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Nebraska Department of Health and Human Services, Division of Developmental Disabilities ("DD") and the Nebraska Department of Health and Human Services, Division of Children and Family Services ("CFS").

WHEREAS, pursuant to the Adult Protective Services Act, codified at Neb. Rev. Stat. §§ 28-348 through 28-387 (the "APS Act"), the Nebraska Department of Health and Human Services ("DHHS") has the statutory responsibility to investigate each case of alleged abuse of a vulnerable adult, as defined in the APS Act; and

WHEREAS, pursuant to the Child Protection Act, codified at Neb. Rev. Stat. §§ 28-710 through 28-727 (the "CPS Act"), DHHS has the statutory responsibility to investigate each report of child abuse, as defined in the CPS Act; and

WHEREAS, CFS is the Division of DHHS with the primary responsibility for investigation of allegations of abuse under the APS Act and the CPS Act; and

WHEREAS, the State of Nebraska (the "State") is a party to that certain Settlement Agreement, executed on or about June 30, 2008, by and between the State and the United States of America (the "Settlement Agreement"), which, among other things, provides for zero tolerance of abuse and neglect (including verbal, mental sexual and physical abuse), with respect to Individuals with developmental disabilities, and in particular "Residents" (as such term is defined in the Settlement Agreement) of the Beatrice State Developmental Center ("BSDC"); and

WHEREAS, the Settlement Agreement imposes certain requirements with respect to abuse and neglect investigations that are in excess of those set forth in the APS Act and the CPS Act; and

WHEREAS, DD is the Division of DHHS with particular expertise in matters relating individuals with developmental disabilities, including but not limited to the investigation of allegations of abuse and neglect of such individuals; and

WHEREAS, DD is the Division of DHHS that is most familiar with the requirements of the Settlement Agreement; and

WHEREAS, DD and CFS are desirous of avoiding unnecessarily duplicative investigations of abuse and neglect allegations with respect to Residents of BSDC;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

- I. TERM OF AGREEMENT. This Agreement shall be in full and force and effect from and after July 1, 2012 and shall continue to be in effect until and unless it is terminated as provided herein.

II. INVESTIGATIVE ACTIVITIES.

- A. Each party to this MOU shall inform the other party hereto as soon as practicable upon obtaining notice of an allegation of abuse or neglect (including verbal, mental sexual and physical abuse) with respect to an individual who has or may have a developmental disability.
- B. In each such case, DD shall determine whether the individual that has allegedly been subjected to abuse or neglect is or was a Resident (as such term is defined in the Settlement Agreement) of BSDC.
- C. If the individual that allegedly has been subjected to abuse or neglect is or was a Resident of BSDC, DD shall undertake primary responsibility for the investigation of the allegation. CFS hereby delegates its responsibility for the conduct of such investigation to DD to the full extent permitted by applicable law.
- D. DD shall undertake the investigation of each allegation of abuse or neglect hereunder in compliance with the terms of (i) the Settlement Agreement and (ii) applicable law, including, but not limited to, Titles 404 and 473 of the Nebraska Administrative Code.
- E. Upon completion of its investigation of each such allegation of abuse or neglect, DD shall deliver to CFS a copy of its complete file of the investigation, along with DD's recommendation of the action, if any, to be taken with respect to the alleged perpetrator thereof.
 - (i) At such time, all responsibility for further action with respect to the related allegation of abuse or neglect pursuant to the APS Act and/or the CPS Act shall immediately revert to CFS.
 - (ii) DD shall retain responsibility to take any further action with respect to the related allegation of abuse or neglect pursuant to the Settlement Agreement.

III. ACCESS TO RECORDS. Each party to this MOU agrees to allow the other party full access at reasonable times to any and all records and information with regard to any and all referrals and investigations made under the terms of this MOU.

IV. AMENDMENT. This MOU may be amended at any time in writing upon mutual agreement of the parties.

V. CANCELLATION. This MOU may be cancelled by either party hereto for any reason upon the delivery of written notice to the other party at least thirty days prior to the effective date of such cancellation.

IN WITNESS THEREOF, the parties have duly executed this MOU, and each party acknowledges the receipt of a duly executed copy of this MOU with original signatures.

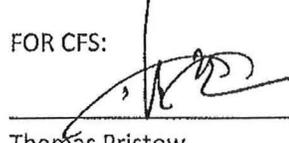
FOR DD:



Jodi Fenner

Director, Division of Developmental Disabilities
Department of Health and Human Services

FOR CFS:



Thomas Pristow

Director, Division of Children & Family Services
Department of Health and Human Services

DATE:

6/19/12

DATE:

6/18/2012