

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 Case Management Subgrant. The Operations Manual is an attachment to the Subgrant and may be amended from time to time by agreement of the parties. In addition to the contents of this Operations Manual, the Subrecipient is required to follow all DHHS policies, regulations and statutes.

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

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

- a) 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.
- b) The DHHS Contract Monitor will determine the mode necessary to convene a representative group of impacted parties to consider requested amendments.
- c) 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.
- d) The most current version of the Operations Manual will be posted on the DHHS Children and Family Services website.

2. Subrecipient and DHHS Roles and Responsibilities

The roles and responsibilities is a framework to support family-centered, child-focused system development. The Child Welfare 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 process.

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

- Partnering with children, juveniles, families and our lead agency, to support family driven decision making and family centered practice;
- Effective and timely communication with families, our lead agency 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, which can be modified 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 Subrecipient under this agreement.

1. Referral for Case Management

A. The Subrecipient will accept all referrals from DHHS.

- (1) Child Welfare cases will be referred to the Subrecipient at initial need for intervention.
- (2) The Subrecipient will make contact with the Initial Assessment worker and/or family in response to a referral within 2 hours of an identified safety threat and/or removal. The Initial Assessment worker will advise of location for subrecipient to respond to and safety planning needs.

- (3) The Subrecipient will make contact with the family in response to a referral within 48 hours of all safe/non removal referrals.
- B. A standardized referral form and protocol will provide Subrecipient with information regarding new cases.

2. Referral during Initial Assessment

- A. During the initial assessment period, DHHS maintains full responsibility for the completion of the full safety assessment and safety decisions.

Initial Assessment – During the initial assessment phase, DHHS will refer to the Subrecipient upon initial need for interventions. Together, the subrecipient 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 where safety interventions have been determined by DHHS, a plan of consensus between DHHS and subcontractor 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 Subrecipient 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 Subrecipient is not responsible for and shall not perform the following functions under this contract.</i>	<i>The Subrecipient is responsible for and shall perform the following functions under this contract.</i>
Intake	
The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient.	The Subrecipient may provide DHHS with timely recommendations regarding appropriate services, interventions, strategies or resources to adequately address safety concerns identified by DHHS at the time a safety threat is identified or prior to transfer of ongoing case management from DHHS to Subrecipient.
The Subrecipient will not make recommendations for removal or alternative placements to the county attorney, law enforcement or court without review and approval by DHHS.	The Subrecipient 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 Subrecipient. The Subrecipient may request the Professional Judgment Resolution process if there is disagreement about the services, interventions, strategies or resources to be provided.
The Subrecipient is not responsible for and shall not complete referrals to Early Development Network.	

Out-of-Home Safety Assessment

<p>The Subrecipient 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. The Subrecipient shall not complete an Assessment of Placement Safety and Suitability on accepted investigations.</p>	<p>DHHS and the Subrecipient shall initiate and maintain a safety plan as agreed upon by both in connection with an Out-of-Home Assessment. The Subrecipient shall complete an Assessment of Placement Safety and Suitability on all non-accepted intakes and concerns within foster home placements. The Subrecipient will provide this completed assessment to DHHS.</p>
	<p>The Subrecipient shall take reasonable corrective actions as determined by DHHS and the Subrecipient to address issues contributing to substantiated Out-of-Home Assessments.</p>

Initial Safety Plans and All Safety Plans as a Result of a Subsequent New Report of Abuse and Neglect

<p>The Subrecipient 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.</p>	<p>The Subrecipient shall provide oversight and monitor effectiveness of the safety plan. The Subrecipient will assist in development of safety services.</p>
	<p>The Subrecipient shall provide all supports and services needed to implement and maintain safety plan.</p>
<p>The Subrecipient is not responsible for and shall not approve 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.</p>	<p>The Subrecipient will work with family to identify and recommend the most appropriate safety plan participants. The Subrecipient will provide necessary information to DHHS to complete background checks and to develop the safety plan. Background check results will be imaged into NFOCUS when received by DHHS.</p>

	The Subrecipient 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 Subrecipient will adjust the safety plan in response to changing circumstances in the family. If the Initial Assessment worker is primary worker, all safety plan changes must be pre-approved. If new safety threats emerge, the Subrecipient will modify the level of intervention to assure continued child safety.
Ongoing Safety Plans	
The Subrecipient is not responsible for the completion of any background checks of safety plan participants.	The Subrecipient will provide oversight and monitor effectiveness of the safety plan. The Subrecipient will determine suitability of changes to or additional safety plan participants.
	The Subrecipient will provide all supports and services needed to implement and maintain safety plan.
	The Subrecipient will work with the family to identify and recommend safety plan participants. The Subrecipient will provide necessary information to DHHS to complete background checks and to develop the safety plan.
	The Subrecipient will provide information to DHHS in regards to the safety plan sufficiency and effectiveness. The Subrecipient will report any changes in circumstances that may impact safety.

	<p>The Subrecipient will adjust the safety plan in response to changing circumstances in the family. If new safety threats emerge, the Subrecipient 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 Subrecipient will request prior approval from DHHS as well as prior court approval.</p>
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Out-of-Home Placement

<p>The Subrecipient 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.</p>	<p>The Subrecipient will 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 Subrecipient 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 Subrecipient 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 and/or school changes when necessary, including, but not limited to, providing information and documentation to support the placement or school change, drafting affidavits, and attending court hearings.</p> <p>The Subrecipient will provide written notification to the court and all legal parties of change of placement according to statutory timeframes.</p> <p>The Subrecipient will arrange for and carry out a change in placement after receiving DHHS approval and, when required by state law, court approval.</p>
	<p>The Subrecipient will document initial removal and placement on N-FOCUS. The Subrecipient will enter relative and kin information into NFOCUS and provide appropriate notification to all relatives and the Court.</p>

	Once the Subrecipient has been assigned case management, the Subrecipient will complete and sign a “Statement of Disclosure” and obtain the caregiver’s signature. The Subrecipient will provide the signed copies to the caregiver and image the signed document into NFOCUS.
	The Subrecipient will request approval for exception as required by policy.
1. Placement with Non-Custodial Parent	
The Subrecipient is not responsible for and shall not complete background checks on non-custodial parent and other household members as required.	The Subrecipient will locate non-custodial parents for potential placement and case planning. The Subrecipient will ensure efforts to locate and engage the non-custodial parent are documented in NFOCUS
	The Subrecipient will complete the non-custodial parent approval process and document on N-FOCUS.
2. Emergency Approval in an Unlicensed Home	
The Subrecipient is not responsible for and shall not complete background checks as required by policy on any household members. DHHS will complete these checks and upload the results into NFOCUS.	The Subrecipient will locate relatives or persons known to the child or family for out-of-home placement and complete the walkthrough of residence. The Subrecipient will complete and submit a Request for Approved Status packet.
The Subrecipient is not responsible for and shall not approve placement in an unlicensed home.	The Subrecipient will complete a home study within 30 days of the placement.

Parenting Time/Visitation Plans

	<p>The Subrecipient 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. The first visit will occur within 48 hours.</p>
	<p>The Subrecipient will complete the Parenting Time/Visitation Plan on N-FOCUS to include parent and sibling contact.</p>
	<p>The Subrecipient 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. The Subrecipient will follow the Supreme Court Guidelines regarding frequency and duration of visitations.</p>
	<p>The Subrecipient will evaluate with the family and monitor the effectiveness of the Parenting Time/Visitation Plan. The Subrecipient will implement changes and modifications as allowed by the court order.</p>
	<p>The Subrecipient will document or ensure subcontractor documentation of 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 Subrecipient will document on N-FOCUS a monthly summary within ten calendar days of the end of the month. The Subrecipient will include documentation for visitations and progress towards the outcomes during the month in an agreed upon format and specific to each Service Area. All narratives in any other subrecipient files will be made available to DHHS upon request.</p>
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Child and Family Needs Assessment	
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	<p>The Subrecipient 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.</p>
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Family Team Meetings	
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	<p>The Subrecipient will coordinate, schedule and facilitate monthly Family Team Meetings.</p>
	<p>The Subrecipient will develop strategies to include formal and informal supports and/or interventions needed to assist the family in making sustainable change.</p>
	<p>The Subrecipient will document all Family Team Meetings per policy.</p>

Case Plan	
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	<p>The Subrecipient will develop strategies to include formal and informal supports and/or interventions needed to assist the family in making sustainable change. The Subrecipient 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 Subrecipient will ensure family involvement and understanding of the case plan, including signatures of family members.</p>
	<p>The Subrecipient will prepare the initial case plan per policy timeframes for approval by DHHS in court cases.</p>
	<p>For court involved cases, the Subrecipient will submit the case plan to 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.</p> <p>The Subrecipient 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 Subrecipient shall distribute the approved case plan to the court and all legal parties.</p> <p>When requesting an early court review, the Subrecipient will provide to DHHS documentation to support the recommendation.</p>

	<p>The Subrecipient will update the case plan in accordance with policy and prior to each review/permanency hearing.</p> <p>The Subrecipient will complete the Structured Decision Making Risk Re-Assessment and Reunification Assessment according to policy.</p>
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Contacts and visits with child, youth, family and caretaker

	<p>The Subrecipient will conduct and document face-to-face contacts and visits with each child, youth or parent per policy during ongoing case management.</p> <p>Prior to the completion of the safety assessment, the Subrecipient will coordinate family contacts with the initial assessment worker.</p> <p>The Subrecipient is to coordinate with DHHS for visitations of youth placed out of state and to comply with ICPC policies regarding visitations. Subrecipient shall participate in a rotating schedule of out of state placement with other service areas.</p>
	<p>The Subrecipient 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 Subrecipient will generate the School Notification Letter.</p>
	<p>The Subrecipient 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 Subrecipient will attend IEP/ IFSP and participate in other school meetings pertaining to the child.</p>
	<p>The Subrecipient will maintain regular communication with the school to obtain progress reports, school grades, etc.</p>

Medical Needs of State Wards

<p>The Subrecipient 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 Subrecipient is not responsible for and shall not give authorization to placement providers to seek medical care for state wards.</p>	<p>The Subrecipient will obtain DHHS consent and arrange for medical, dental and vision needs.</p> <p>The Subrecipient will review and maintain medical and mental health reports in the official case file.</p> <p>The Subrecipient will coordinate with DHHS to determine the need for a Release of Information. The Subrecipient will complete all necessary referrals for medical treatment.</p>
<p>The Subrecipient is not responsible for the physical health care costs of children, youth and families who are not Medicaid eligible.</p>	
<p>The Subrecipient is not responsible for and shall not prepare "Letters of Entitlement."</p>	<p>The Subrecipient will provide necessary information to DHHS in order to complete the Letter of Entitlement.</p>

Medical Needs of Parents and Non-State Wards

	<p>The Subrecipient will assist the child, youth or parent to independently access medical, dental and vision services</p>
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Mental Health/Substance Abuse

The Subrecipient 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.

The Subrecipient will work with the Contracted Managed Care Organization/Administrative Service Organization (MCO/ASO) to arrange for approvals and coordinate services for Medicaid consumers.

The Subrecipient will work with the Region/Division of Behavioral Health to arrange for approvals, authorizations for eligible, non-Medicaid consumers.

The Subrecipient will arrange for the provision of necessary mental health or substance abuse treatment services if denied but the service is court ordered. The Subrecipient will be responsible as the payer of last resort. .

The Subrecipient will review all treatment reports to ensure all mental health needs are being provided.

The Subrecipient will coordinate with DHHS to determine the need for a Release of Information. The Subrecipient will complete all necessary referrals for mental health assessments including the Initial Diagnostic Interview. .

The Subrecipient will assist the child, youth or parent to independently access mental health/substance abuse services. The Subrecipient will ensure that timely treatment services are provided for court involved and non-court involved children, youth and families.

Developmental Disabilities	
	<p>The Subrecipient will complete an application process for developmental disabilities services for a potential qualifying child or youth. DHHS will review and approve application.</p> <p>The Subrecipient can not appeal an eligibility decision made by Developmental Disabilities.</p>
Transportation	
	<p>The Subrecipient will provide or arrange for family and youth transportation needs as related to safety and case plan.</p>
Foster Care Review Office (FCRO)	
	<p>The Subrecipient will provide access to the case file when required by statute.</p>
	<p>The Subrecipient will document contact on N-FOCUS with the FCRO.</p>
	<p>The Subrecipient will attend FCRO meetings as necessary.</p>
	<p>The Subrecipient will respond to FCRO specific questions, questionnaires and/or attend face to face meetings</p>
Other Duties (Each of these rows are independent expectations.)	
<p>The Subrecipient is not responsible for and shall not complete referral to Child Support.</p>	<p>The Subrecipient will assist the family in accessing any additional formal and informal resources.</p>
<p>The Subrecipient is not responsible for and shall not determine payment for Maintenance of a Ward's Child.</p>	<p>The Subrecipient will document child characteristics on N-FOCUS.</p>

	Upon referral, the Subrecipient will continue to identify and document extended family and informal supports in the NFOCUS Kinship narratives including mailed notification and response documentation.
	The Subrecipient will continue the process of completing extended family form and kinship narrative on N-FOCUS.
	The Subrecipient will maintain the official case file. The Subrecipient will maintain the original or copy of the child or youth's birth certificate and social security card.
	The Subrecipient shall immediately report missing youth to DHHS and law enforcement.
	The Subrecipient will complete the Protective Service Alert template to DHHS Central Office.
	The Subrecipient will complete and distribute case-specific Critical Incident Reports except for incidents occurring at the YRTC's.
	The Subrecipient will notify the Tribe when required.
Functions Unique to Non-Court Cases	
	The Subrecipient 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>Functions Unique to Court Cases</p>	<p>The Subrecipient 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 Subrecipient will make the determination of appropriate and safe closure for non-court families.</p>
	<p>The Subrecipient will ensure timely compliance with all court orders issued in cases assigned to the Subrecipient for case management.</p> <p>The Subrecipient will participate in case staffings with the county attorney regarding filings of termination of parental rights, adoption, guardianship, etc.</p>
	<p>The Subrecipient 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 address safety, permanency and well-being.</p>
	<p>The Subrecipient will update the Court Report prior to each review/permanency hearing.</p>

	<p>The Subrecipient will submit the Court Report for DHHS review through N-FOCUS at least five 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.</p> <p>The Subrecipient resubmits to DHHS the final changes to the case plan or may initiate the Professional Judgment Resolution process within five business days before the case plan is due to the court.</p> <p>Upon final approval and signature of DHHS, the Subrecipient 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 Subrecipient 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 Subrecipient will communicate directly with the County Attorney, Guardian ad Litem and Attorneys involved.</p>
	<p>The Subrecipient will attend all court hearings.</p>
	<p>The Subrecipient will follow local court protocols on child or youth attendance to court hearings.</p>

Commitment to YRTC	
The Subrecipient is not responsible for and shall not make decision to parole youth from the YRTC.	The Subrecipient will notify the YRTC of commitment to the YRTC and provide all appropriate paperwork at time of transportation to facility.
Case Closure	
The Subrecipient is not responsible for and shall not determine case closure of court involved families,	<p>The Subrecipient will recommend case closure of court involved families.</p> <p>The Subrecipient will determine appropriate and safe closure for non-court families.</p>
	The Subrecipient will deliver closed case files in accordance with the Service Area protocol.
Adoption	
	The Subrecipient will locate and recruit adoptive homes.
	When authorized by DHHS, the Subrecipient will arrange for prospective adoptive parents to review child's file information.
	The Subrecipient will complete the Adoptive Placement Agreement.
	The Subrecipient will provide or arrange for relinquishment counseling.
	The Subrecipient will identify potential competency issues and arrange for competency evaluations for parents.
	The Subrecipient will prepare draft relinquishment paperwork to DHHS.
	The Subrecipient will facilitate the relinquishment.

The Subrecipient is not responsible for and shall not accept relinquishment and complete acceptance letters.	The Subrecipient will draft the relinquishment paperwork.
The Subrecipient is not responsible for and shall not negotiate subsidies and complete subsidy paperwork.	The Subrecipient will provide the documentation to support the subsidy.
The Subrecipient is not responsible for and shall not consent to the adoption.	
	The Subrecipient will assess due diligence efforts and prepare the affidavit.
	The Subrecipient will complete or update the adoption home study.
	The Subrecipient will complete Adoption Placement Packet paperwork and send it to DHHS to submit to the attorney. The Subrecipient will provide payment for attorney fees if the adoption is not subsidized.
The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient will place children on the Adoption Exchange.
	Upon the request from an approved adoptive family, the Subrecipient will enter the family's information onto the state and national adoption registry.

	The Subrecipient will respond to all inquiries from potential families.
Guardianship	
The Subrecipient is not responsible for and shall not negotiate subsidies and complete subsidy paperwork.	The Subrecipient will provide the documentation to support the subsidy.
Independent Living/Bridge to Independence	
The Subrecipient is not responsible for and shall not determine payment for Independent Living and Bridge to Independence. .	
	The Subrecipient will develop the Independent Living Plan for youth age 16 and above, which includes identified needs and supports.
	The Subrecipient will assist youth age 15 through 18 in completing the Ansell-Casey Skills Assessment.
	The Subrecipient will identify and implement needed strategies and interventions to achieve Independent Living.
	The Subrecipient will assist the youth in applying for and securing supports to transition from wardship (e.g. Bridge to Independence)
	The Subrecipient 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.)	
<p>The Subrecipient is not responsible for and shall not approve out-of-state placement.</p>	<p>The Subrecipient will prepare ICPC or ICJ written request and paperwork and submit to Central Office.</p> <p>The Subrecipient will support the out-of-state placement and conduct regular face-to-face contact according to needs and policy. The Subrecipient shall coordinate with the other service areas when appropriate to participate in a rotation of state ward visitation in other states. The Subrecipient is only able to provide this contact of Eastern Service Area wards.</p>
ICPC/ICJ Into Nebraska from Another State	
<p>The Subrecipient 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.</p>	<p>The Subrecipient will provide pre-service training to those foster parents required or who desire to become a licensed foster parent.</p>
Resource Development	
1. Approval Homes (Relative or known to child only.)	
<p>The Subrecipient is not responsible for and shall not complete background checks as required by policy on any household members.</p>	<p>The Subrecipient 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 Subrecipient will obtain all information for background checks, including fingerprints.</p> <p>The Subrecipient 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 in an unlicensed home.</p>	<p>The Subrecipient will complete a home study within 30 days of the placement.</p>

	The Subrecipient will prepare the Request for Approval Status Form and provide documentation to support an exception. The Subrecipient administrator shall review and sign the Request for Approval Status Form and submit to DHHS for final approval.
The Subrecipient is not responsible for and shall not load organization on N-FOCUS.	
	The Subrecipient will load the home study on N-FOCUS and document results on N-FOCUS.
	The Subrecipient will assess needs and provide supportive services to foster families.
	The Subrecipient will take steps to license approved homes.
	The Subrecipient will report to DHHS complaints regarding approved homes and work with the foster home to resolve complaints.
2. Licensed Homes	
	The Subrecipient will recruit and retain foster homes and assess needs and provide supportive services to foster families.
	The Subrecipient will complete home studies for licensed foster homes in a format provided by DHHS.
The Subrecipient is not responsible for and shall not approve and issue licenses.	The Subrecipient will recommend to DHHS initial and renewal licensing of foster/adoptive homes. Renewals must be completed within timeframes set out in policy.
The Subrecipient is not responsible for and shall not complete background checks as required by policy on any household members.	The Subrecipient will obtain all information for background checks, including fingerprints.

<p>The Subrecipient is not responsible for and shall not load organizations onto N-FOCUS and maintain licensing file.</p>	<p>The Subrecipient will load home studies on to N-FOCUS, including background check results.</p>
	<p>The Subrecipient is responsible to ensure the licensed homes and facilities comply with licensing standards and statutes related to licensing foster homes.</p>
<p>The Subrecipient 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 Subrecipient will report to DHHS and assess complaints and licensing violations.</p> <p>The Subrecipient will provide documentation and/or needed testimony in an appeal hearing.</p> <p>The Subrecipient will develop corrective action plans, and manage and document compliance with plans on N-FOCUS.</p>
<p>The Subrecipient is not responsible for and shall not waive any training requirements required for licensing or licensed relative placements.</p>	<p>The Subrecipient will request a Waiver of Training Requirements for relative placements.</p>

3. Caseload Ratio Requirements

The Subrecipient will have staffing capacity to be in compliance with state statutes and will report caseload size and supervisory caseload ratios in aggregate form to DHHS upon request. Neb. Rev. Stat. §68-1207

4. Documentation/File Retention

The Subrecipient will be responsible for maintaining the official family file for each child/family. This family file includes documentation maintained in N-FOCUS, as well as the paper hard file. All documents, including Initial Assessment files, State Ward files, non-court files and foster family files are to be imaged into NFOCUS. The subrecipient shall shred or return all documents once scanned into NFOCUS. The following documents should be maintained in the hard file:

- Any certified document containing a raised seal such as a birth certificate or certified court order;
- Signed relinquishment of parental rights;
- Original documents necessary for an adoption or evidence in the court room;
- Any document that is not readily or easily readable once imaged;
- Social security card
- Photographs, cards or other keepsakes that may be valuable to the family.

N-FOCUS Documentation

1. The Subrecipient will utilize N-FOCUS to document all case activities pertaining to assigned children and families.
2. The Subrecipient will document all case activities on N-FOCUS within three business days of completion of activities above unless otherwise specified.
3. Documentation must be factual and include behavioral, cognitive and emotional indicators that are directly related to the caretaker's ability to achieve the goals identified in the case plan/court report, reasonable efforts and best interest of

children. This data may also be used for purposes of federal measures, and must be sufficient to meet the federal requirements.

4. All Structured Decision Making ® assessments are to be documented in the respective icons on NFOCUS.

At time of case closure, the Subrecipient shall utilize the Case Closing Checklist for completing case closure on NFOCUS and hand deliver the hard case file to DHHS per case closing administrative memo.

5. Record Keeping

1. The Subrecipient 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 Subrecipient 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 Subrecipient 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. DHHS will maintain a working case 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 Subrecipient, 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 Subrecipient 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. The Subrecipient is responsible for assuring all home studies are completed as directed in regulation and DHHS policy. This includes when completing a home study for a licensed foster home, relative foster home, kinship foster home, or an adoptive home. All Home Studies are to be completed on the format designated by DHHS.
 - A.
3. All DHHS policies must be followed when completing foster/adoptive home studies and approval studies.
4. 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.
5. In addition to the requirements set out above, all adoptive home studies must be completed by a licensed child placing agency.

6. The format to be used on any foster/adoptive home study or approval study is designated by DHHS.
7. 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 30
<input type="checkbox"/> Quarter 2	October 1 – December 31	January 30
<input type="checkbox"/> Quarter 3	January 1 – March 31	April 30
<input type="checkbox"/> Quarter 4	April 1 – June 30	July 30
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	Subrecipient Fiscal Year	Within 6 months of the Subrecipient Fiscal Year

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

Note. Subrecipient 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, Subrecipient 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, contractor 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

Subrecipient 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.

2. 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.

3. Foster Parent Recruitment and Retention, including:

- a) Activities occurred that quarter
- b) New homes recruited and licensed
- c) Total number of available placements
- d) Planned activities and strategies for subsequent quarter

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 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) Collaboration

- 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.

2) Training 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

- 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

- 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: The foster and adoptive parent and recruitment section must address how the contractor has designed, conducted and/or strengthened 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 “match” children and youth with resource families
- e. Protocols that require actively searching and identifying 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;
- 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

- a. Describe the action steps the Subrecipient is taking to ensure that, 95 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

- 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 :

- 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

- 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

- 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 Case Management Subgrant)
- b. Internal Revenue Service Form 990

9. Professional Judgment Resolution

1. In situations when the Subrecipient 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 Subrecipient 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 Subrecipient-identified administrator shall be notified and attempt to resolve the issue. If not, then:
 - C. The Contract Manager and Subrecipient-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 Subrecipient's position regarding that recommendation.
2. In situations when the Subrecipient 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 Subrecipient representative should attempt to resolve the issue. If not then:
 - B. The Contract Manager and Subrecipient 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) Subrecipient 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.
- (2) Subrecipient 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 Contractor. 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) Reviews will be conducted in pairs (i.e., one internal and one external). Subrecipient is considered an external reviewer. 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.

(l) The period of review will be a 12 month period. It will go back 12 months from the date of the onsite review.

(m) The Tool and Guidebook will be the Federal CFSR Tool and Guidebook.

(n) 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

(o) Criteria for site selection:

a. ESA will review cases from both Sarpy and Douglas counties.

(3) Mini CFSR's

(a) 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.

(b) 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
- (c) 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.
- (d) The period of review will be a 12 month period. It will go back 12 months from the date of the onsite review.
- (e) Reviews will be conducted in pairs of DHHS staff and Subrecipient staff. To avoid potential conflicts the reviewers should have no prior casework or supervisory responsibility for the cases that are being reviewed.
- (f) The Tool and Guidebook will be the Federal CFSR Tool and Guidebook.
- (g) 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.
- (4) 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 Subrecipient is ensuring that all licensing/approval requirements and time frames are being met.

- (b) The Subrecipient 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 Subrecipient's Home Studies using a review tool and guidebook, beginning November 2010.
- (5) Personnel File Review
- (a) Every two years, DHHS will review the personnel file of each subrecipient staff that has direct contact with children and families.
 - (b) The Subrecipient 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 Subrecipient will select a point in time prior to December 31, 2010 to identify a random sampling of personnel files,
 - b. The Subrecipient 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 Subrecipient will not be required to review a random sampling of personnel files of service providers located out of state that the Subrecipient is required to utilize because of a court order. The Subrecipient will provide to the Contract Liaison, a list of subcontractors that will not undergo a random sampling of personnel file reviews.
- (6) N-FOCUS Data Entry and Data Integrity

- (a) DHHS will review the timeliness and quality of data entered into N-FOCUS by the Subrecipient.
- (7) Satisfaction Surveys
 - (a) DHHS will solicit feedback from clients and stakeholders, utilizing satisfaction surveys or other methods.
- (8) 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.
- (9) Site Visits
 - (a) DHHS may conduct site visits to observe interactions between children, youth and families and Subrecipient staff.
- (10) Family Team Meetings
 - (a) An equal number of Family Team Meetings will be reviewed in each Service Area by the Subrecipient and DHHS each month, using an established tool and guidebook, mutually agreed upon by DHHS, beginning April 2010.

11. Insurance Requirements

The Subrecipient shall not commence work under this Subgrant until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The Subrecipient shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or Subrecipient). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Subrecipient hereunder. If by the terms of any insurance a mandatory deductible is required, or if the Subrecipient elects to increase the mandatory deductible amount, the Subrecipient shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. **Workers' Compensation Insurance:** The Subrecipient shall take out and maintain during the life of this Subgrant the statutory Workers' Compensation and Employer's Liability Insurance for all of Subrecipient's employees to be engaged in work on the project under this Subgrant and, in case any such work is sublet, the Subrecipient shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.
2. **Commercial General Liability Insurance and Commercial Automobile Liability Insurance.** The Subrecipient shall take out and maintain during the life of this Subgrant such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subrecipient and any subcontractor performing work covered by this Subgrant from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Subgrant, whether such operation be by the Subrecipient or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The

Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Subgrant Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. Insurance Coverage Amounts Required

A. Workers' Compensation and Employer's Liability

- (1) Coverage A Statutory Coverage B
- (2) Bodily Injury by Accident \$100,000 each accident
- (3) Bodily Injury by Disease \$500,000 policy limit
- (4) Bodily Injury by Disease \$100,000 each employee

B. Commercial General Liability

- (1) General Aggregate \$2,000,000
- (2) Products/Completed Operations Aggregate \$2,000,000
- (3) Personal/Advertising Injury \$1,000,000 any one person
- (4) Bodily Injury/Property Damage \$1,000,000 per occurrence
- (5) Fire Damage \$50,000 any one fire
- (6) Medical Payments \$5,000 any one person

C. Commercial Automobile Liability

- (1) Bodily Injury/Property Damage \$1,000,000 combined single limit

D. Umbrella/Excess Liability

- (1) Over Primary Insurance \$1,000,000 per occurrence

4. Evidence of Coverage

A. The Subrecipient shall furnish DHHS with a certificate of insurance coverage complying with the above requirements. The certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Subrecipient shall be responsible

for all reasonable costs properly attributable thereto. Notice of cancellation of any required insurance policy must be submitted to DHHS when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

12. Professional Development/Training

1. Both DHHS and the Subrecipient provide for the professional development of staff through different training opportunities. When training is offered a coordinated effort must be made to share information with each other about the training, and invite staff from the other agency to the training.
 - A. Initial and Ongoing Case Management Training
 - (1) Pursuant to LB853, all Family Permanency Specialists and Family Permanency Specialist Supervisors must participate in mandatory pre-service training related to Child and Family Services. All subrecipients who are deemed an organization under subgrant with DHHS shall use the same program for initial training used for all Child and Family Services Specialists employed by DHHS. DHHS shall create a formal system for measuring and evaluating the quality of such training. All Family Permanency Specialists shall complete a formal assessment process after initial training to demonstrate competency prior to assuming responsibilities as case managers.
 - (2) In addition to pre-service training each Family Permanency Specialist and Family Permanency Specialist Supervisor must have a minimum of 24 hours of 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 Subrecipient 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) DHHS and the Subrecipient are responsible for coordinating training that is offered to Family Permanency Specialists, Family Permanency Specialist Supervisors.
- (2) All training efforts will be done in collaboration between DHHS and the Subrecipient.

B. The Subrecipient 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.

13. Performance Accountability

1. If these outcomes or specified terms are not achieved, the Subrecipient will work collaboratively with DHHS to develop and implement an effective performance program improvement plan (PIP.). Failure of the Subrecipient to successfully meet the PIP requirements within PIP timeframes may result in termination of this contract and/or damages. Some outcomes may also be tied to financial penalties and incentives. All outcomes will be posted on DHHS's Website for public viewing.
2. The Subrecipient and DHHS will review the data measures regularly through QA activities and as otherwise needed.
3. The performance measures described below will be measured effective the date the Subrecipient assumes case management activities for the family.
 - A. Nebraska will meet specific performance and accountability targets that impact the safety, permanency, and well-being of children
 - 1) Nebraska will meet the following national measures by June 2016:
 - (a) Absence of maltreatment in foster care (99.68% goal);
 - (b) Timeliness of reunification (122.6 goal); and
 - 2) Nebraska will continue to meet the goals related to:
 - (a) Timeliness of adoptions (106.4 goal), and
 - (b) Absences of repeat maltreatment (94.6% goal);
 - (c) Permanency for children in foster care (121.7 goal).
 - (d) Placement stability (101.5 goal).

14. Case Transfer

The Subrecipient 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 Subrecipient or DHHS of Health and Human Services case manager serving that Service Area. A transition plan will be developed by DHHS and the Subrecipient. DHHS shall review, approve or deny all requests for transfer out of the Eastern Service Area and shall refer any families transferring into the Eastern Service Area.

15. Independent Living for Youth

1. The Subrecipient agrees to develop an Independent Living Plan with the involvement and leadership of youth, which describes how youth of various ages and stages of independent living will be assisted in the following areas:
 - A. Transition to self-sufficiency.
 - B. Education, training, counseling, housing, financial assistance and services necessary to obtain employment.
 - C. Preparation for and entrance to post-secondary training and education.
 - D. Personal and emotional support to youth aging out of foster care through mentors and the promotion of interactions with dedicated adults.
2. The Subrecipient will:
 - A. Assist state wards in completing the Ansell-Casey Skills Assessment upon their 15th birthday and yearly thereafter until they successfully reach permanency.
3. The Subrecipient 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.

4. The Subrecipient 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.
5. The Contractor will support Nebraska's need to report data for the National Youth in Transition Database
 - A. The Subrecipient 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.
6. The subrecipient will annually provide information regarding the Bridge to Independence program to any youth who are age 16 or older information about Bridge to Independence program and how to apply for the program. The Subrecipient will cooperate with requests from and meetings organized by the Bridge to Independence staff in order to assist the youth be better informed about the Bridge to Independence program.

16. Foster Care Rates and Adoption/Guardianship Subsidies

The Subrecipient 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 Subrecipient 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 Subrecipient 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.

In order to determine the rate at which a foster parent is reimbursed for the care of a child placed in their home, two documents must be completed by the Subrecipient:

- The Structured Decision Making® Family Strengths and Needs Assessment (FSNA);

AND

- The Nebraska Caregiver Responsibility Tool (NCR)

The Subrecipient will complete the NCR tool during a face to face meeting with the foster parent(s), and will invite the foster care agency representative if the foster parent is supported by a contracted agency. The Subrecipient, foster parent, and foster care agency representative (when present), must sign and date the NCR tool to document their participation.

The level of parenting the foster parent agrees to provide, along with the age of the child, will determine the daily reimbursement rate calculated through NFOCUS. The initial

NCR must be completed within 30 calendar days from child's removal. The NCR tool must be scanned into NFOCUS.

DHHS will provide the Subrecipient 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.