



**New Jersey Department of Children and Families Policy Manual**

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Issuance:	100	<b>Utilization of PRS Contacts for Children</b>	

**Overview 2-6-2006**

CP&P is mandated by law to protect abused and neglected children. The Division supplements its direct services by utilizing all available resources.

CP&P contracts with Provider Agencies for adjunct services to PRS clients when those services:

- Are not provided by CP&P personnel
- Will encourage greater utilization of services by the clientele
- Allow for more comprehensive services

When a Provider Agency’s services supplement CP&P protective services, the Division does not lose nor does it delegate its responsibility to:

- Receive referrals
- Investigate allegations
- Directly contact the client
- Remove a child in imminent danger without a court order
- Make placements in CP&P paid placements
- Complete the Child in Placement Review material
- Initiate court action
- Terminate its direct services to the client

Assess the quality of the service in general. The needs of the population and available resources determine which PRS contracts are established. CP&P Area Office staff develops contracts with input from the Local Office. Further details are described in [CP&P-III-C-2-100](#).

Local Offices utilizing a contract have responsibility to participate with the Area Office with regard to contract development, renegotiation, and ongoing utilization and monitoring of the use of the contract. See [CP&P-III-C-2-100](#)

The Local Office Manager designates a person to be a liaison to aid in the administration and coordination of these responsibilities.

### **Legal Authority and Responsibilities of CP&P to Provide Protective Services 8-24-81**

CP&P is required by New Jersey Law, Titles 9 and 30, to provide protective services to children who are victims of child abuse and neglect. CP&P is mandated to receive and investigate all referrals alleging child abuse or neglect to insure that necessary action is taken to protect the child, and to provide services necessary to insure the continued safety of the child.

### **Services for PRS Clients Which May Not Be Purchased or Delegated to Provider Agency 8-24-81**

Referral to a service provider and payment for those services does not relieve CP&P of its legal obligation. The following services may not be purchased or delegated.

#### **Receipt of Referrals 8-24-81**

CP&P is the only agency authorized to receive child abuse and neglect referrals. CP&P must be notified whenever a Provider Agency receives a communication from anyone referring or observing a child abuse or neglect situation even if the child is actively under the supervision of the Provider Agency.

#### **Investigation 8-24-81**

Every referral or recurrence of a child abuse/neglect referral is handled by a CP&P Worker who contacts the family and implements the investigation. The Provider Agency employee may accompany the CP&P Worker for the purpose of investigating a child abuse or neglect referral.

### **CLIENT CONTACT REQUIREMENT 7-8-2005**

The CP&P Permanency Worker and Supervisor are responsible for establishing a minimum in-person visitation schedule (MVR) for each CPS client.

No less than monthly MVRs are required for all children living in their own homes, or in any out-of-home placement in New Jersey or within 50 miles of the NJ border -- The Provider Agency may visit the child, other family members, caregivers, or resource parents more than once a month, as well as sending regular written reports to the Local Office. However, the assigned Worker is still required to visit the child once per month or more, in accordance with policy at [CP&P-III-C-3-100](#), In-Person Visits with Clients and Out-of-Home Placement Providers (MVRs).

For visits more frequently than once per month, CP&P may delegate its contact requirement to the service provider on a limited basis only, in accordance with MVR policy. See [CP&P-III-C-3-100](#)

### **Removal of a Child from Parent, Guardian, Caregiver Without Parental Consent and Without a Court Order 8-24-81**

Prior to a court hearing on the matter, Probation Officers, law enforcement persons, and CP&P staff are the only persons authorized to remove a child from the parent, guardian, or caregiver without consent of the parent. The Provider Agency may not:

- physically remove a child without parental consent, or
- appear in a court proceeding as a CP&P representative.

### **Placement of a Child in CP&P Paid Placement 6-12-2000**

When placement of a child by a parent's voluntary consent agreement becomes necessary, i.e., Residential Placement Agreement or Independent Living Agreement, it discuss placement with the parent, guardian, or caregiver;

- witness the parent's, guardian's, or caregiver's signature on the CP&P agreement to place (i.e., residential placement, or independent living);
- explain the substance of the placement agreement and the court review procedure; and
- place the child.

When placement of a child is involuntary, it is the responsibility of the CP&P Worker to either obtain a court order under Title 9 or Title 30 or remove the child without a court order when permitting conditions exist.

A Provider Agency employee may accompany and assist the CP&P Worker with the placement although he may not act in the capacity of the CP&P Worker.

### **PRS and Guardianship Court Orders 8-24-81**

Whenever it is necessary for CP&P to obtain a court order for investigation, supervision, custody, or guardianship, it is the responsibility of CP&P to obtain the necessary documents (i.e., affidavits, testimony, reports, complaint) and to petition the court for the desired relief. The Provider Agency assists CP&P by providing relevant information, an affidavit, or testimony when requested, however, the Provider Agency may not represent CP&P in court.

If the court grants the requested order, it is the responsibility of CP&P to insure that the provisions of the order are complied with since the court order grants CP&P and not the Provider Agency the responsibility of investigation, supervision, custody or guardianship.

If the court order includes a contracted service, it is the responsibility of the PRS Provider Agency to offer and provide the service, document service provision or attempts to provide service, and to advise the Local Office of its progress.

### **Application for Services 8-24-81**

An application for CP&P services is completed by the CP&P Worker when:

- the PRS client initiates a request for a particular contracted service; or
- the Worker discusses a particular service and the client expresses interest in receiving that service.

No PRS client is to be denied the opportunity for referral to a Provider Agency based on his refusal to sign an application for CP&P Services.

### **Referral to Provider Agency 3-14-2011**

When a contracted service is appropriate, the Local Office makes a referral to the appropriate agency. The Provider Agency determines whether or not the requested service is available and appropriate for that particular case situation.

A summary of pertinent information is shared with the Provider Agency. The content and initiation of referral data must comply with the provider's contract. In some instances a telephone call may be the appropriate procedure. The Local Office, however, confirms the referral with written data in accordance with the contract. The Worker sends a copy of the most current eligibility determination form to the Provider Agency at the time of referral. Whenever eligibility is re-determined, the CP&P Worker sends a copy of this form to the Provider Agency. If the client's eligibility status is one of protection, it is the responsibility of the CP&P Worker to document the conditions placing the child "at risk".

The law does not require that a release of information accompany the referral. N.J.S.A. 9:6-8.10a allows CP&P to release relevant confidential records and reports to an

Agency authorized to care for, treat, or supervise a child who is the subject of a child abuse report when the information is needed to provide for the care, treatment, or supervision to such child or such parent, guardian, or other person. The data shared with the Provider Agency should only be relevant to the Provider Agency's "need to know" in order to provide a particular service.

When domestic violence is suspected or present, see [CP&P-VIII-B-1-100](#), Domestic Violence, and the [DCF Domestic Violence Protocol](#), regarding services, referrals, and restrictions on the release of confidential information.

Note: Trained contracted provider agency staff may document Parent/Caregiver visit with child and sibling visit activities by completing Contact Activity Notes, CP&P Form [26-52](#), Contact Sheet, directly in NJS. These notes will appear under the Worker's assigned cases. These contacts are to be reviewed and approved by the assigned Supervisor once they appear in the Supervisor's pending approvals.

### **Acceptance/Denial of Referral by Provider 8-24-81**

If the Provider Agency denies a referral and the Local Office disagrees with the rejection, a conference is held including a Provider Agency representative, an Supervisor and Worker and/or Liaison. The Local Office provides adequate justification as to why the case is appropriate and the provider justifies its denial. The Field Coordinator from the Area Office is contacted if the conference has failed to resolve the disagreement. The Local Office Manager may involve himself in the resolution of the problem at any stage when, in his judgment, such involvement is necessary.

If CP&P withdraws the referral, or if the Provider Agency does not accept the case, the referral documents are returned to the Local Office.

In all cases, the Provider Agency sends the CPS client a letter, notifying him or her of the intent to accept or deny the contracted service and of the client's right to a fair hearing. The Provider Agency sends a copy of the Social Service Action Notice Letter to the referring Local Office.

### **Individual Case Plan 8-24-91**

For each client who receives services, a case plan is established by the Provider Agency, the client, the CP&P Worker and Supervisor. It is the Worker's and Supervisor's responsibility to insure that the agreed services are provided. The case plan includes:

- method of introduction to the client;
- specific services to be provided;
- clarification of CP&P and Provider Agency's roles;

- duration of service;
- time frame for review;
- outline of content of required written reports;
- time frame of written reports;
- frequency of contact by provider with client;
- frequency of contact by CP&P Worker with client; goals;
- mechanism to institute changes in case plan; and
- Incorporation of case plan changes in written reports.

The individual case plan is written in accordance with the requirements in the Provider Contract Agreement. If, for example, a written report or frequency of report format is established in the Provider Contract for all individual case plans, then that format is adhered to as a minimum. A copy of the report is filed in the family's case record.

#### **Termination of CP&P Services to a CPS Client      8-24-91**

The decision to terminate contracted services for PRS clients is made independent of the decision to terminate the CP&P case.

Decisions to terminate CP&P supervision of CPS cases are the responsibility of the CP&P Worker and Supervisor. CP&P protective service is not a voluntary program. CPS cases are not terminated solely upon the request of the client nor upon the client's refusal to cooperate, even in those situations where the client requested the service. All information regarding the case is considered by the Worker and the Supervisor to insure the safety of the child prior to the termination of the case.

#### **Termination of Contracted Services To a CPS Client      8-24-81**

If the Provider Agency and Local Office agree that the contracted services are no longer necessary, the provider sends a termination summary to the Local Office prior to closing its case.

If the provider recommends terminating contracted services for an individual client and the Local Office disagrees, a conference is held including the Provider, CP&P Worker, Supervisor, and Liaison, if appropriate. Since the Provider Agency is under contract to provide CPS services to CP&P, it must clearly justify its recommendation for service termination as must the Local Office justify its request for continuation. After the conference, if the Local Office still disagrees with the Provider Agency's recommendation for termination, a Field Coordinator from the Area Office Field Coordinator is contacted to help resolve the disagreement. The Local Office Manager

may involve himself in the resolution of the problem at any stage when, in his judgment, such involvement is necessary. The Provider Agency provides contracted services to the client until the disagreement is resolved.

If the Local Office recommends that the Provider Agency discontinue its contracted services to the client and the Provider Agency disagrees, a conference is held including the Provider, CP&P Worker, Supervisor, and Liaison, if appropriate. Both the Provider and the Local Office must justify their respective positions. After the conference, if the Provider still disagrees with the Local Office's recommendation, a Field coordinator is contacted to help resolve the disagreement. The Local Office Manager may involve himself in the resolution of the problem at any stage when, in his judgment, such involvement is necessary. Since CP&P is purchasing a service, CP&P may terminate the contracted services with or without the agreement of the Provider Agency. The Provider Agency sends a letter to the CPS client notifying of the intent to terminate the contracted services and of the client's right to a fair hearing should he or she disagree with this action. See [CP&P-IX-E-1-100](#).

The Provider Agency sends a copy of this letter to the supervising Local Office. Whether the Provider Agency discontinues or continues its contracted CPS service, it may offer or provide a non-contracted service at any time. For example, a Provider Agency may provide Homemaker, Counseling, or Day Care as a part of its regular program.

The Local Office's service to a CPS client may continue even though the CPS contracted services are terminated.

### **Contract Development for CPS Client 8-24-81**

Contract development requests to service CPS clients come from private citizens, the community, community agencies, Local Offices and Area Offices. It is the responsibility of the Area Office to negotiate and establish CPS contracts based on, but not limited to:

- the appropriateness of the proposed service as it relates to geographic location,
- target population,
- existing resources within the community,
- current needs analysis,
- the agency's expertise in the field,
- suitability of the program's facility,
- date of receipt of the agency's proposal,

- availability of funding (including matching non-federal share),
- existence of sound corporate policy,
- application of a progressive policy of affirmative action, and
- consistency of program with Title XX goal.

Once established, the contract describes the services provided. It also outlines the services and actions which are delegated and describes how the provider and Local Office will interact to insure that necessary services are provided.

### **Local Office Role in Contract Utilization for CPS Client 8-24-81**

Contract services for PRS clients are services which complement and supplement the services which the Local Office must provide to clients in need of protection. They do not negate the responsibility CP&P has to meet the needs of its CPS clients. Contract services do not alter the Local Office's legal responsibilities to receive and investigate referrals, regularly visit clients, remove a child from his parent or guardian when legally necessary, place a child in a CP&P paid placement, initiate a court action, terminate services to CPS clients or assess the quality and need for continuation of the contracted service.

### **Basis for Contract Utilization for CPS Clients 8-24-81**

Although CP&P offers a wide range of services directed toward child protection and family stability, service gaps may exist. The contracts developed for CPS Clients are based upon identification of those specific service areas which:

- are not provided by CP&P personnel,
- will encourage greater utilization of services by the clientele, and
- allow for more comprehensive services.

Examples of services purchased through contracts are:

- psychiatric or psychological evaluation and treatment,
- parent training programs,
- homemaker training programs,
- household management training,
- child care for children needing protection, and

- supportive social services.

### **Local Office Role in Renegotiation of Contract for CPS Clients 8-24-81**

It is the responsibility of the Area Office Field Coordinator to renegotiate contracts yearly. No later than the first day of the sixth month from the effective date of the contract, the Local Office provides its evaluation and recommendations to the Field Coordinator. The Field Coordinator utilizes this information in his evaluation of the provider's services for the purpose of contract renewal planning. The Local Office evaluation includes, but is not limited to, a summary of the information collected by the Liaison in the course of his duties (see Local Office Liaison Role, [CP&P-III-C-2-100](#)).

At any time when the Local Office has serious concerns about the contracted agency's service provision, a written report which documents the concerns, and includes recommendations for a solution, is sent to the Area Office as soon as this data is available.

The Area Office shares its overall evaluation with the Local Office. The Local Office receives a copy of the Provider Agency's proposal for contract renewal no later than the first day of the eighth month after the effective date of the contract. When the Local Office wishes to comment on the proposal, it sends all comments in writing to the Area Office within 30 working days.

When the contract is renewed, the Area Office sends a copy of the Resource Report or the Annex A of the Provider Agency's service agreement to the Local Office.

### **Local Office Liaison Role 8-24-81**

It is recommended that each Local Office utilizing the services of a CPS contract agency have a Liaison, preferably someone in a supervisory capacity, assigned to act as a link between the Provider Agency and the Local Office. The Liaison assists in resolving case management problems regarding direct services by the provider which can not be resolved by the Worker and Supervisor. If the Liaison is unable to resolve the case management problem, a Field Coordinator is contacted.

Depending upon the nature of the contracted services offered, the Liaison's role includes, but is not limited to:

- screening all Local Office referrals to the provider and maintaining a waiting list where appropriate;
- keeping current statistics regarding the total number of active cases using the services of the provider;
- keeping a record of the number of cases denied by the Provider Agency in the Local Office, and reasons for denial;

- sharing with the Area Business Manager the total number of active cases recorded in the Local Office;
- noting the timeliness of written reports from the provider and noting any problems with this;
- calling case conferences to resolve issues
- informing Local Office staff of a program's goals and objectives and any changes in those goals and objectives;
- noting strengths and weaknesses in services provided by the Provider Agency;
- noting where expansion of services is needed;
- noting if an increase in client slots is desirable; noting specific problems with Provider Agency personnel, policies, limitations of services, method of communication, etc.; and
- keeping a tickler file of CP&P eligibility determinations for CP&P Services Forms.

This data is essential for the Area Office to properly renegotiate and monitor the contract with the Provider Agency. The data is collected in some other manner if the Local Office does not have a Liaison.

**Procedures Related to Contract Utilization for CPS Clients      8-24-81**

<b>RESPONSIBILITY</b>	<b>ACTION REQUIRED</b>
Worker	<ol style="list-style-type: none"> <li>1. Determine which services best meet the client's needs</li> <li>2. Discuss the proposed service with the client.</li> <li>3. Have client sign an application for CP&amp;P services in instances where the client requests services.</li> </ol>
Worker and/ or Liaison	<ol style="list-style-type: none"> <li>4. Contact the Provider and/or regarding a Referral</li> <li>5. Send referral data in accordance with the contract.</li> </ol>
Provider	<ol style="list-style-type: none"> <li>6. Return the referral material to the Local Office if the case is denied or withdrawn.</li> </ol>
Worker and/ or Liaison	<ol style="list-style-type: none"> <li>7. Send a copy of the most current eligibility determination to the Provider Agency at the time of referral or upon acceptance by Provider.</li> <li>8. Send a copy of the eligibility redetermination form every six months or sooner to the Provider.</li> </ol>

Worker/Assistant	9. Develop an individual client social service case plan with the Provider Agency, specifying elements included in the plan.
Supervisor/ Provider	10. Inform the client in writing of his acceptance or denial. Send a copy of the letter to the Local Office.
Worker/Supervisor	11. Review reports and attend meetings with Provider Agency to discuss client's progress and/or modify case plan, as required. 12. Advise Liaison or designee of any case management problems encountered.
Provider	13. Notify client in writing of termination of contract services and of his or her right to apply for a Title XX Fair Hearing. Send a copy of the letter to the Local Office.
Liaison or Designee	14. Prepare a summary report by the first day of the sixth month prior to expiration of the contract and send to Area Office. 15. Review the Provider Agency's Proposal for renewal of the contract and submit comments to the Area Office