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**JUVENILE SERVICES TRIAGE CENTER CONTRACT**

**BETWEEN THE**

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILDREN AND FAMILY SERVICES  
AND**

**HEARTLAND FAMILY SERVICES**

**AMENDMENT ONE, JANUARY 2010**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Heartland Family Services** (hereinafter "Contractor").

The Contract between the parties resulting from Request for Proposal #2257Z1 is hereby amended as follows:

Article I.A is amended to read:

All services identified in State of Nebraska RFP#2257Z1 (hereinafter Attachment A), and the Contractor Proposal dated 11/15/07 (hereinafter Attachment B) are incorporated by this reference with the following modifications:

RFP#2257Z1 Attachment A Section IV.D. Paragraph, Physical Space Required is amended to read: The Contractor must provide a 15-bed facility in Omaha, Nebraska. The facility will need to be large enough to conduct multiple programming and allow for the separation of programs unless approved by DHHS/OJS. Space will be needed for individual counseling, family conferencing and family conflict resolution sessions, etc. Space must be provided for DHHS staff and other professionals from the community to meet with juveniles individually and collectively for presentations.

RFP#2257Z1 Attachment A Section IV.E.2.a. is amended to read: Partial-Residential Program: This program allows juvenile offenders and status offenders to be at the Juvenile Service Triage Center for programming less than 24 hours at a time or up to 90 days (does not need to be continuous, with a calendar year. The capacity for the partial program will be for a total of 20 slots. Hours of operation will be no less than 8 a.m. to 8 p.m. Monday through Friday. The Contractor will count and track these cases, also identifying services offered. Referrals to this program will come from DHHS-OJS. The Contractor shall design a program that will accomplish the following:

- i. Identify the reason for referral during the intake process;

- ii. Development of a crisis impact program in the facility that, at a minimum, may include: cognitive behavioral treatment, anger management, electronic monitoring, drug/alcohol education and treatment, family counseling, education, and presenters from outside organizations.
- iii. Identification of individual and family interventions in the community that can be implemented to stabilize both the juvenile and his/her family. Interventions may include: electronic monitoring and response (from facility), urinalysis testing, conflict resolution, anger management, family preservation, counseling, peer mentoring, and tutoring;
- iv. Identification of an outreach process to families to implement and monitor individual and family progress.
- v. Contingency treatment planning for juveniles that are directed to return to the facility
- vi. A means of monitoring for juvenile and family program effectiveness, and makes adjustments as needed; and
- vii. Description of a data collection process for assessing the overall program. Explain how all intervention services applied to both the juvenile and family are tracked.

All interventions in the facility or in the community must be integrated with the DHHS-OJS worker's case plan. The partial residential program should be a fast-pace program designed to create urgency in resolving individual and family issues.

RFP#2257Z1 Attachment A Section IV.E.2.b. is amended to add: vi. Staffing ratios must comply with the law, licensing and regulatory requirements.

RFP#2257Z1 Attachment A Section IV.E.3.f is deleted.

RFP#2257Z1 Attachment A Section IV.E.3.g is deleted.

RFP#2257Z1 Attachment A Section IV. F.2 is amended to read: The Contractor agrees to meet the following performance measures:

- a. 90% of youth referred for evaluation will complete a Pre-Screen within 7 calendar days of admission to Triage Center Services, now known as Youth Links. The Pre-Screen includes the DPS, YLS, Collateral Contacts and health check.
- b. 95% of youth referred for evaluation will complete a CCAA evaluation within 14 calendar days of admission to Youth Links.
- c. 95% of all Community and Family Placement Stabilization youth will return to the previous placement location within 30 days of admission.
- d. 100% of furloughed youth will have a Service Plan Schedule developed that outlines community resources for youth and their family at time of admission.
- e. 95% of youth furloughed, will comply with all Service plan activities.

- f. 95% of youth will not be detained, abscond or returned to the YRTC during furlough.
- g. Identify the number of youth referred and not accepted to Youth Links.
- h. 95% of youth age 15 and older will have an Ansell Casey Life Skills Assessment within 7 days of admission.
- i. 95% of youth age 15 and older will have independent living goals in their service plans.
- j. 95% of youth receiving more than 7 days of service (exclude evaluation services) will have a service plan developed.
- k. 95% of youth will meet their educational or vocational needs (i.e. are enrolled in education or vocational program; employed or seeking employment or in structured educational/vocational activities).
- l. 95% of youth will not be physically restrained while in the Youth Links program.
- m. 95% of youth will report that they feel safe in the YL program.
- n. No more than 5% of youth in Youth Links will run while receiving services.
- o. No more than 5% of youth in Youth Links will engage in youth on youth physical assault while receiving services.

A report of the above performance measures shall be submitted monthly to DHHS-OJS.

RFP#2257Z1 Attachment A Section V.F.3 is deleted.

RFP#2257Z1 Attachment A Section V.F.5 is deleted.

RFP#2257Z1 Attachment A Section V.F.6 is deleted.

RFP#2257Z1 Attachment A Section V.F.7 is deleted.

Article I.B. is amended to add: (6) The Contractor shall accept and serve all youth referred to them with the following exceptions:

- a. Violent youth who have demonstrated a danger to themselves or others at youth Links in the past.
- b. Medically fragile youth.

Article I.B. is amended to add: (7) Service Coordination will not be provided by the Contractor.

Article I.B. is amended to add: (8) The Contractor will not guarantee beds for furloughs.

Article I.C is amended to read: The Contractor is responsible for all start up costs and may not bill the Department for such cost.

Article II. A is amended to read: The Department agrees to pay the Contractor two-hundred and seven dollars and forty-nine cents (\$207.49) per day for residential triage services.

Article II. B is amended to read: The Department agrees to pay the Contractor one-hundred and five dollars and seventy-two cents (\$105.72) per day for partial residential triage services.

Article II. C is amended to read: The total amount of reimbursement paid to the Contractor for the services rendered hereunder, shall not exceed two million, eight-hundred fifty-one thousand four hundred fifty-two dollars and forty-five cents (**\$2,851,452.45**).

Article IV.A is amended to read: TERM. This contract is in effect from January 1, 2008 until March 31, 2010.

Article V is amended to add: **Z. NEW EMPLOYEE WORK ELIGIBILITY STATUS.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4.108.

All other terms and conditions remain in full force and effect.

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

FOR THE DHHS:

FOR THE CONTRACTOR:

Todd L Reckling  
Signature

John H. Jeanetta  
Signature

Todd L. Reckling  
Director  
Department of Health and Human Services  
Division of Children and Family Services

John H. Jeanetta  
President & CEO  
Heartland Family Service

DATE: 12/31/2009

DATE: 12/31/09

NIS AB521135

**Juvenile Services Triage Center**  
**CONTRACT**

32483-04

**BETWEEN THE**

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
DIVISION OF CHILDREN AND FAMILY SERVICES**

**AND**

**HEARTLAND FAMILY SERVICE**

This Contract is entered into by and between the Nebraska Department of Health and Human Services, **Division of Children and Family Services** (hereinafter the "Department") and **Heartland Family Service** (hereinafter the "Contractor").

**PURPOSE.** The purpose of this Contract is to develop and operate a 18 bed Juvenile Services Triage Center in the Department's Eastern Service Area.

**I. SCOPE OF SERVICES**

The Contractor agrees to perform the following services:

- A. All services identified in State of Nebraska RFP #2257Z1 (hereinafter Attachment A), and the Contractor Proposal dated 11/15/07 (hereinafter Attachment B) both attached hereto, and incorporated by this reference.
- B. Additionally, the Contractor agrees to:
  - 1) Develop a quality care program for residential and non-residential juveniles, families, and communities within the Eastern Service Area.
  - 2) Meet juvenile and system outcomes and performance measures as stated in the RFP; and to submit deliverables as stated, therein.
  - 3) Train staff in a single approved DHHS Physical Restraint model. Components of other physical restraint models will not be combined with the selected model. All interventions that are addressed in the physical restraint model including, de-escalation, deceleration, room seclusion and physical restraint will be fully utilized to ensure juvenile and staff safety.
  - 4) Obtain a Child Caring Agency License for the Juvenile Services Triage Center specific facility site and any additional licenses or certifications required by DHHS for the services rendered at the Juvenile Services Triage Center specific facility site.
  - 5) Provide nursing and medical services day to day, on an as needed basis.
- C. The Contractor is responsible for all start up costs and may not bill the Department for such cost. The Contractor agrees to commence billing for 12

reserved beds when its facility is operational and it admits juveniles into its residential program. The Contractor agrees to bill for no more than 18 juveniles per day in its residential program and up to 22 juveniles per day in its partial residential program.

- D.. Should differences or discrepancies among the attachments hereto occur, Attachment A takes precedence.

## II. DEPARTMENT RESPONSIBILITIES

The Department shall be responsible for the following:

- A. The Department agrees to pay the Contractor two hundred, thirty-nine dollars, and nineteen cents (\$239.19) per day for residential triage services.
- B. The Department agrees to pay the Contractor one hundred, twenty-two dollars, and twenty-two cents (\$122.22) per day for partial residential triage services.
- C. The total amount of reimbursement paid to the Contractor for the services rendered hereunder, shall not to exceed \$ **2,432,907 per year**.
- D. The Contractor shall send an invoice for residential and partial residential triage services to the Department by the 10<sup>th</sup> of each month for services rendered during the previous month. The invoice shall be sent to Mike Reddish PO Box 95026 Lincoln, NE 68509-5026. The invoice shall include a list of juveniles in both residential and non-residential programming, and the exact service(s) that were provided along with the cost of service. The invoice shall include deliverables as outlined on pg 35 of the RFP "Payment Schedule".

## IV. TERM AND TERMINATION

- A. TERM. This contract is in effect from January 1, 2008 until December 31, 2009.
- B. TERMINATION. Either party hereto may terminate this contract for any reason upon submission of written notice to the other party at least number 30 days prior to the effective date of termination. The department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event the Department terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

## V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT LIABILITY. All Contractor books, records, and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the Department in the course of an audit. This provision shall survive termination of this contract.

B. AMENDMENT. This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

D. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate the contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

E. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been

properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

F. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

G. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

H. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. This provision shall survive termination of this contract.

I. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

J. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.

- K. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- L. FEDERAL FINANCIAL ASSISTANCE. The Contractor agrees that its performance under this contract will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a "Force Majeure Event" and will not suspend performance requirements under this contract.
- N. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.
- O. HOLD HARMLESS.
1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
  2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.
- P. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other

federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

Q. **INTEGRATION.** This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

R. **LOBBYING.**

1. If the Contractor receives federal funds through the Department, for full or partial payment under this contract, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract or (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** The Contractor shall review the Nebraska Access Technology Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

T. **NON-DISCRIMINATION.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the

Contractor. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

- U. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.
- V. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- W. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract. This provision shall survive termination of this contract.
- X. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- Y. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all worker's compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this agreement.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR THE DEPARTMENT:

Terri Nutzman  
Department of Health and Human Services  
301 Centennial Mall South  
Lincoln, NE 68509-5044

FOR THE CONTRACTOR:

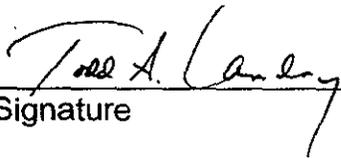
Name: Pete Tulipana  
Organization: Heartland Family Servi  
Address: 2101 S. 42nd Street  
City, State, Zip: Omaha, Ne 68105

402-471-8403

Phone: \_\_\_\_\_

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

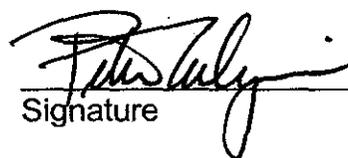
FOR THE DEPARTMENT:

  
\_\_\_\_\_  
Signature

Todd Landry  
Director  
Department of Health and Human Services  
**Children and Family Services**

DATE: 12/31/07

FOR THE CONTRACTOR:

  
\_\_\_\_\_  
Signature

Peter Tulipana  
President and CEO  
Heartland Family Service

DATE: 2/7/08

