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FAMILY ADVOCACY SERVICES CONTRACT

BETWEEN THE

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

NEBRASKA FEDERATION OF FAMILIES

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

PURPOSE. The purpose of this contract is to provide strength-based, family centered and partnership-oriented support and collaborative advocacy services utilizing peer to peer support and the expertise of families with lived experience that will help to improve reunification rate in the Central, Northern and Western Service Areas (Reunification data-Attachment 1).

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from January 1, 2012 until June 30, 2013.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$1,261,422.00 (One million, two hundred sixty-one thousand, four hundred twenty-two dollars) for the services specified herein.
- B. PAYMENT STRUCTURE. Payment shall be structured as follows:
 - 1. DHHS agrees to reimburse the Contractor no more than \$210,237.00 per quarter. The quarters are as follows: Quarter 1-January-March 2012, Quarter 2-April-June 2012, Quarter 3-July-September 2012, Quarter 4-October-December 2012, Quarter 5- January-March 2013, Quarter 6-April-June 2013. The Contractor must provide all services required by this contract for the duration of

the contract period regardless of costs expended beyond reimbursable contract amount.

2. DHHS may withhold up to two percent (2%) of each monthly payment due as retainage. The Contractor may submit invoice for previously withheld retainage every quarter's payment period, as identified within this contract. If the Contractor is identified to be in non-conformance with any deliverables of this contract, standard monthly invoice and retainage payment may be withheld until compliance is determined to be met. The Contractor will be allowed the opportunity to submit a quality improvement plan within twenty (20) working days after notification for DHHS approval to ensure future compliance. The contractor and DHHS will collaboratively establish benchmarks for successful completion. The retainage amount will be payable upon successful completion of the designated deliverables.
3. The Contractor will submit billings no later than the 15th day of the month following the month service was delivered for reimbursement of actual, allowable, and reasonable expenditures as defined by OMB Circular A-122 in accordance with contract expectations. DHHS shall make reimbursement, subject to the following conditions:
 - a. Contractor shall submit the monthly reimbursement requests to person and address listed under Notices in this Contract. Monthly reimbursement requests can be made electronically or via regular mail.
 - b. Payment shall be made within thirty (30) days from the date on the invoice of the reimbursement request provided: (a) the timely submission and receipt of the reimbursement request and required supporting documentation; and (b) DHHS approval of reimbursement request and supporting documentation.
 - c. Contract shall submit quarterly reporting as defined in section III-Scope of Services.

C. PROMPT PAYMENT AND DISCOUNT.

1. Payment shall be made in compliance with the Nebraska Prompt Payment Act, NEB. REV. STAT. §81-2401 through 81-2408 with a discount for early payment as provided in this section. Unless otherwise provided herein, payment shall be made by electronic means.
2. DHHS shall be entitled to a two percent (2%) discount of the amount requested in a bill if payment for delivered and accepted goods and/or services is made within ten (10) days after receipt of the bill.
3. For purposes of determining whether payment was made in accordance with this section, payment by DHHS shall be considered to be made on the date the warrant or check for such payment was mailed or payment was otherwise transmitted.
4. Bill shall mean a proper billing, invoice, report or other written document which requests a payment and which is supplemented by all necessary verification and forms required to process payments pursuant to this contract and agency regulations.
5. The ten (10) day discount period will be computed from the date of receipt of a properly executed bill or the date of completion of delivery of all goods and services in a satisfactory condition, whichever is later. When the last day of the discount

period falls on a Saturday, Sunday, or legal state holiday, payment may be made on the following business day.

D. Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form:

http://www.das.state.ne.us/accounting/nis/address_book_info.htm

III. SCOPE OF SERVICES

A. The Contractor shall do the following:

1. Provide a strength-based, family-centered and partnership-oriented support and collaborative advocacy program to eligible families that meet a minimum of one (1) of the following criteria:
 - a. Families involved with the Child Welfare System because of abuse/neglect
 - b. Families that are involved with the Child Welfare System for the first time
 - c. Families with children ages 0-8
 - d. Families who are assessed by DHHS or it's designee as High or Very High on the Structured Decision Making Assessment.
 - e. Families involved in Court or Non-Court cases
 - f. Child must be in out of home care (to include informal living arrangements and voluntary placement agreements)
2. Provide efficient and effective family advocacy services designed for families with child(ren) in out of home care in order to assist with timely reunification efforts to include but not limited to:
 - a. Respond to referrals from Children and Family Services staff by making initial contact with referred families within 72 hours of referral.
 - b. Model and empower families in locating available and appropriate community-based resources that assist in increasing family protective factors, (and therefore decreasing the incidence of high risk behaviors within the family setting that would require additional appropriate intervention).
 - c. Assist the youth/family in the development of a Plan of Care that includes goals and objectives that directly or indirectly support the reason for involvement of child welfare. The plan must also include 24 hour crisis planning, identifies family strength and needs, identifies formal/informal/natural and community supports, general safety and wellness. The initial Plan of Care must be completed within 30 days of the family's entrance into program. The plan must be actively reviewed, no less than once every ninety (90) days.
 - d. Assist family in navigating the child welfare system and assist with connection to services (and appropriate resources) when appropriate

- e. Assist and empower parents/caregivers in identifying approaches to support self-care, and recognition of this element as critical to parenting and overall family's well-being
- f. Provide parents with the opportunity to attend support groups for the parents/caregivers/families involved in the Child Welfare System
- g. Model and teach youth/family's necessary self-advocacy skills, including how to adequately navigate the child welfare system, how to communicate with professionals and engage in planning meetings such as IEP meetings, team meetings, etc.
- h. Provide assistance in interpreting the case plan, service plan, court documents, IEP process, medical documents and other documents, as needed
- i. Assist, empower and encourage personal growth of family by modeling collaborative partnerships, healthy behaviors, appropriate boundaries, and strengths based language
- j. Provide education regarding parental rights and responsibilities as it relates to Nebraska HHS systems of care.
- k. Provide and/or support the facilitation of culturally sensitive, parent education workshops (evidence based curriculums expected) that increase parent/caregiver knowledge and ability related to caring for their children
- l. Ensure appropriate and accurate documentation and record keeping of service provision for every family served
- m. Educate families on the importance of obtaining copies of their family therapy reports
- n. Encourage families to obtain copies of their family therapy reports
- o. Provide parents with the opportunity to create WRAP (Wellness Recovery Action Plans) that address their overall wellness, including planning related to substance abuse. Assist and empower the parent to identify and implement healthy individual and family changes that support long term recovery which may include support from a mentor also in continuous recovery
- p. For families who are being served under the previous contract, a transition plan will be develop within 60 days
- q. Families served who experience DHHS case closure must also be discharged from the Family Org within fifteen (15) days and/or no more than three (3) direct contact encounters after such case closure occurs.

B. Administrative Standards

1. The Contractor assures that peer support services will be provided by Family Peer support Advocates. A Family Peer Support Advocate is defined as a parent or a person who is/was a primary caregiver for a child, youth, or adolescent who has experienced a serious behavioral health challenge."
2. Performance Accountability: The Contractor agrees to be held accountable for the services provided within this contract. Data on contractor's performance related to outcome measures described below will be provided to DHHS. The Contractor shall identify indicators and utilize a family measurement tool agreed upon by the Department that demonstrates compliance in meeting the following outcomes:

- a. Outcome: Enhanced family resiliency
 - 1. 90% of families served will have improved skills and strategies necessary to persevere in crisis and manage problems in family setting
- b. Outcome: Increased supports and connections
 - 1. 90% of families served will have a plan to access to concrete supports that would meet their physical, occupational and behavioral health needs. They will also have a plan to access other tangible goods necessary to ensure overall health
 - 2. 90% of families served will have a minimum of 2 identified natural/informal supports prior to discharge/dismissal.
- c. Outcome: Enhanced child development/parenting knowledge
 - 1. 90% of the families served will have improved age appropriate expectations and effective guidance strategies

C. Reporting Standards

- 1. Family Mentoring specific data: demographics of families by: child(ren) gender, child(ren) by race/ethnicity, child(ren) age by categories (0-4, 5-8, 9-12, 13-16, 17-18, 19+), family member relationship to child(ren), total number of children and families served by Service Area, average number of total hours spent addressing family needs (direct and indirect), average length of stay in family mentoring services, family report of previous history of intervention including barriers such as transportation, cost, etc.; service provision data to include but not limited to: description of specific programming and services provided including type, frequency and total numbers served by Service Area.
- 2. The Contractor agrees to send monthly case summaries to designated CFS staff per each Service Area.
- 3. The Contractor agrees to submit a monthly data report to designated person in each Service Area consisting of # of referrals, # of 1st contact, # of 1st visit, # of families being served and # of discharges.
- 4. The Contractor agrees to continue to work with the Service Area Administrator on the referral process.
- 5. The Contractor will provide a quarterly average caseload report.
- 6. The Contractor agrees to develop and implement a process for quality assurance to ensure adequate data collection, project management and reporting relevant to this contract as to support effective, efficient and quality service delivery. The Contractor may be required to submit quality improvement plans within twenty (20) days in response to DHHS issued corrective action plans if the Contractor is found to be out of compliance with contract expectations.
- 7. The Contractor will provide quarterly reports and an annual report. These reports will include but are not limited to reporting of family satisfaction of the services as evidenced by survey mechanism results (parent satisfaction surveys should be facilitated no later than six (6) months after parent received services).
 Quarterly Report is due as follows:
 - a. January 1-March 31, 2012 will be due on April 15, 2012
 - b. April 1-June 30, 2012 will be due on July 15, 2012.
 - c. July 1-September 30, 2012 will be due on October 15, 2012.

- d. October 1-December 31, 2012 will be due on January 15th, 2013
- e. January 1-March 31, 2013 will be due on April 15, 2013.
- f. April 1-June 30, 2013 will be due on July 15, 2013.

D. DHHS shall do the following:

- 1. Identify procedures to be followed in providing funding to the Contractor, including dollar ceiling, method and schedule of payment, type of supporting documentation required, and procedures for review and approval of expenditures of funds.
- 2. Reporting: monitor programmatic and financial progress reports including annual and final reports.
- 3. Monitor the contract to identify potential problems and areas where technical assistance might be necessary, through review of reports and correspondence.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

- 1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, 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 DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (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 DHHS. All records shall be maintained in accordance with generally accepted business practices.
- 2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.
- 3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.

4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

5. The above provisions shall survive termination of the contract.

- B. AMENDMENT. This contract may be modified only by written amendment, 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.
- C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.
- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continue to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, 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.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- J. 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.
- K. 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.
- L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- 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. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

O. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.

P. HOLD HARMLESS.

1. The Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.

3. The above provisions shall survive termination of the contract.

Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. 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.

- R. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.
- S. 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.
- T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- U. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> 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.
- V. 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.
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.

W. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS 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 provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.

X. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. 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 the contract.

Y. 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.

Z. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

AA. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

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 DHHS:

Name: Shirley Pickens White
Organization: Nebraska Department of Health and Human Services
Address: PO Box 95026
City, State, Zip: Lincoln, NE 68509
Phone: (402) 471-9196

FOR CONTRACTOR:

Name: Candy Kennedy
Organization: Nebraska Federation of Families for Children's Mental Health
Address: 345 N Minden, PO Box 183
City, State, Zip: Minden, NE 68959
Phone: (308) 830-0944

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 DHHS:



Kerry T. Winterer
Chief Executive Officer
Department of Health and Human Services

FOR CONTRACTOR:



Candy Kennedy
Executive Director
Nebraska Federation of Families for Children's Mental Health

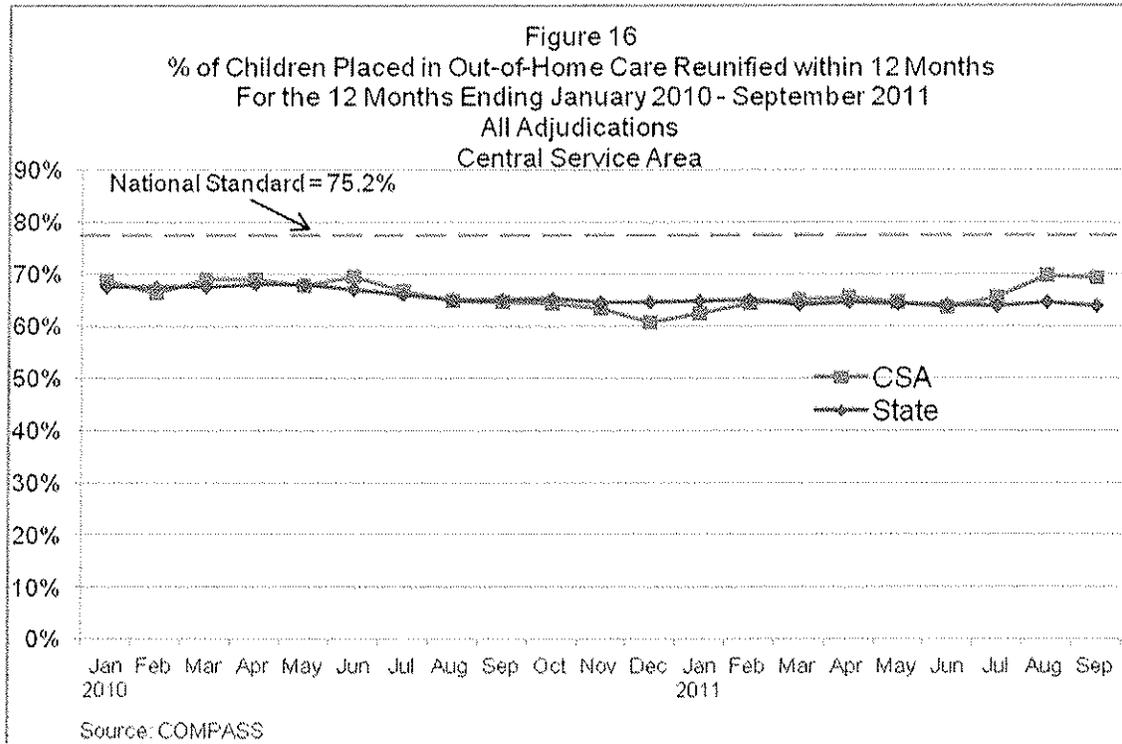
DATE: 2/15/2012

DATE: 2/3/12

Central Service Area

Time to Permanency and Stability *Reunification*

The national standard for reunification with a parent(s) within 12 months of removal is 75.2%. The rate of reunification for children in the Central Service Area over the last 21 months has consistently fallen below the national standard (Figure 16). Over the last few months, however, the rate of reunification has gone up, to 69.4% for the 12-months ending September 2011.



The reunification rate varied by adjudication, with children adjudicated delinquent (OJS) having the highest reunification rate (76.9%), and children with multiple adjudications having the lowest reunification rate (35.3%) (Table 2). The reunification rate for children in the Central Service Area was higher than the state rate for children experiencing abuse and/or neglect and for children adjudicated delinquent (OJS), but lower for status offenders and children with multiple adjudications.

Table 2
Rate of Reunification by Adjudication
For the 12-Months Ending September 30, 2011
Central Service Area

Adjudication	CSA Rate	State Rate
OJS (Delinquency)	76.9%	59.8%
Abuse and/or Neglect	72.5%	65.2%
Status Offender	57.1%	68.5%
Multiple Adjudications	35.3%	44.8%

Boys and girls were equally likely to be reunified with their parents (69.4%). White, non-Hispanic children (73.3%) were more likely than non-White, or Hispanic or Latino children (59.2%) to be reunified with their parents. The likelihood of being reunified with a parent(s) decreased with age, with 83.3% of infants under two years of age being reunified with a parent(s), compared to 62.9% of youth ages 16

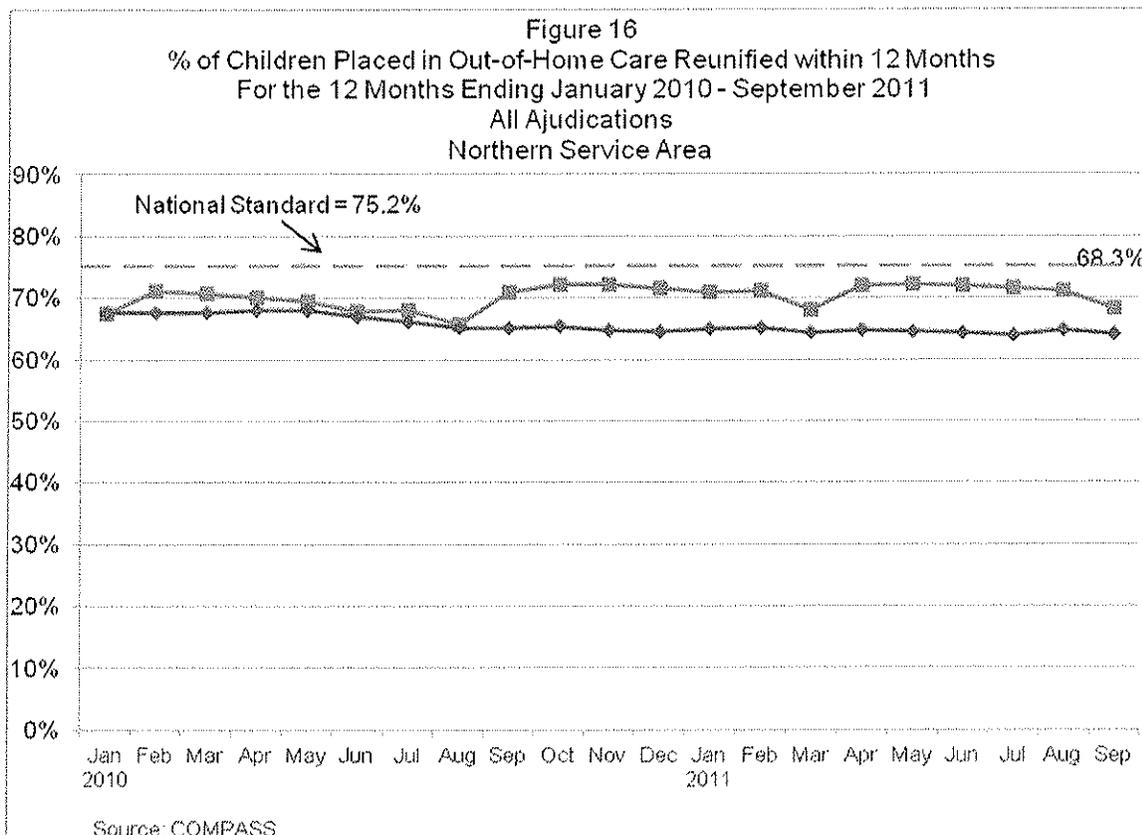
and older.

Northern Service Area

Time to Permanency and Stability

Reunification

The national standard for reunification with a parent(s) within 12 months of removal is 75.2%. The rate of reunification for children in the Northern Service Area over the last 21 months has consistently been below the national standard (Figure 16), but above the statewide rate.



The reunification rate varied by adjudication, with status offenders having the highest reunification rate (70.6%), followed by children experiencing abuse and/or neglect (69.3%) and children adjudicated delinquent (OJS) (57.1%) (Table 2). The reunification rate for children in the Northern Service Area was slightly higher than the state rate for status offenders and children experiencing abuse and/or neglect, but lower for children adjudicated delinquent (OJS) and children with multiple adjudications.

Table 2
Rate of Reunification by Adjudication
For the 12-Months Ending September 30, 2011
Northern Service Area

Adjudication	NSA Rate	State Rate
Status Offender	70.6%	68.5%
Abuse and/or Neglect	69.3%	65.2%
OJS (Delinquency)	57.1%	59.8%
Multiple Adjudications	33.3%	44.8%

Boys (69.5%) were slightly more likely than girls (67.0%) to be reunified with their parents within 12 months. White, non-Hispanic children (68.8%) were only slightly more likely than non-White, or Hispanic or Latino children (67.2%) to be reunified with their parents. The likelihood of being reunified with a parent(s) decreased with age, with 86.1% of children under six years of age being reunified with a

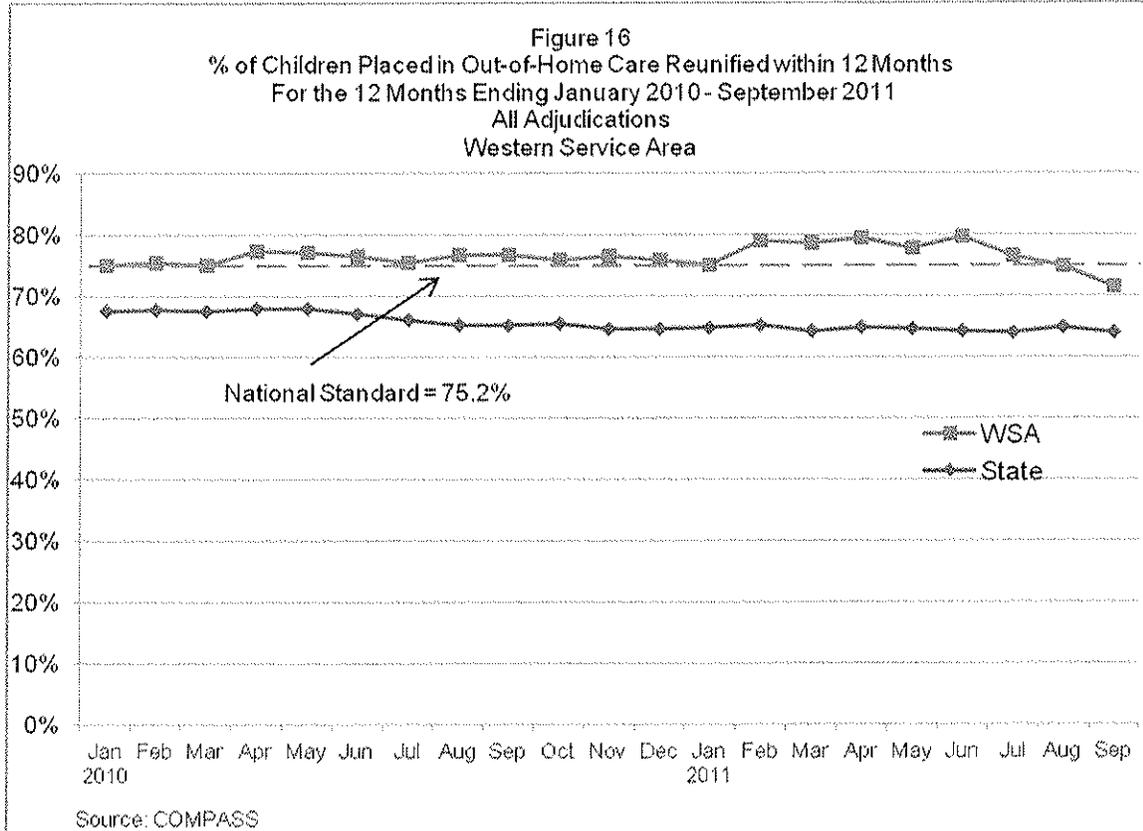
parent(s), compared to 62.5% of youth ages 16 and older.

Western Service Area

Time to Permanency and Stability

Reunification

The national standard for reunification with a parent(s) within 12 months of removal is 75.2%. The rate of reunification for children in the Western Service Area over the last 21 months has consistently exceeded the state average, and has exceeded the national standard 16 out of the last 21 months (Figure 16). Over the last few months, however, the rate of reunification has gone down, dropping to its lowest level (71.6%) for the 12 months ending September 2011.



The reunification rate varied by adjudication, with status offenders having the highest reunification rate (77.8%), and OJS youth having the lowest reunification rate (52.0%) (Table 2). The reunification rate for children in the Western Service Area was lower than the state rate for children adjudicated delinquent, but higher than the state rate for all other adjudications.

Table 2
Rate of Reunification by Adjudication
For the 12-Months Ending September 30, 2011
Western Service Area

Adjudication	WSA Rate	State Rate
Status Offender	77.8%	68.5%
Abuse and/or Neglect	75.4%	65.2%
Multiple Adjudications	54.3%	44.8%
OJS (Delinquency)	52.0%	59.8%

Girls (75.8%) were more likely to be reunified with their parent(s) than boys (68.8%). White, non-Hispanic children (76.0%) were more

likely than non-White, or Hispanic or Latino children (60.9%) to be reunified with their parents. Infants under 2 years of age were the most likely to be reunified with their parent(s) within 12 months of initial removal (90.9%); youth over 15 years of age were the least likely to be reunified with their parent(s) (60.8%).