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CONTRACT

BETWEEN THE

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

THE OMAHA TRIBE

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 **THE OMAHA TRIBE** (hereinafter "Contractor").

A. STATEMENT OF PURPOSE AND INTERGOVERNMENTAL COOPERATION.

1. ICWA. The Congress of the United States has enacted the Indian Child Welfare Act of 1978 (PL 95-608), 25 U.S.C. 1901, *et seq.*, hereinafter referred to as the "ICWA", which Act provides that "it is the policy of this Nation to protect the best interests of Indian children and to promote the stability and security of Indian Tribes and families by the establishment of minimum Federal standards for the removal of Indian children from their families and the placement of such children in foster or adoptive homes which will reflect the unique values of Indian culture, and by providing for assistance to Indian Tribes in the operation of child and family service programs" (25 U.S.C. 1902).
2. NICWA. The Nebraska Legislature has enacted the Nebraska Indian Child Welfare Act, Neb. Rev. Stat. 43-1501, *et seq.*, hereinafter referred to as the "NICWA", which Act provides that "It shall be the policy of the state to cooperate fully with Indian tribes in Nebraska in order to ensure that the intent and provisions of the Federal Indian Child Welfare Act are enforced" (Neb. Rev. Stat. 43-1502).
3. AUTHORITY FOR AGREEMENT. This Agreement is entered into pursuant to Section 109 of the ICWA (25 U.S.C. 1919) and Section 1 of the NICWA (Neb. Rev. Stat. 43-1511), which authorize appropriate departments and agencies of this State to enter into agreements with Indian Tribes regarding care and custody of Indian children and jurisdiction over child custody proceedings, including agreements which may provide for an orderly transfer of jurisdiction on a case-by-case basis and agreements which provide for concurrent jurisdiction between the State and Indian Tribes, and is predicated on a government-to-government relationship between the State of Nebraska and the Omaha Tribe based on a spirit of cooperation, coordination, communication, and good will.
4. The parties hereby acknowledge that one of the primary purposes for this agreement is to establish a procedure whereby the resources of the State can be made available to a Tribal child so as to ensure safe, adequate and appropriate services to Tribal children.

B. ACKNOWLEDGEMENTS. The State and the Omaha Tribe recognize:

1. That there is no resource more vital to the continued existence and integrity of the Omaha Tribe than its children.
2. That the State has a direct interest in protecting the health, safety, welfare and cultural diversity of all its citizens, which includes the provision of equal or comparable resources to all its citizens.
3. That the State also recognizes that the Omaha Tribe is a sovereign nation and that its sovereignty is to be respected in all aspects of the relationship between the State and the Tribe as may relate to specific provisions of this contract and the administration of those provisions.
4. That the goals of the State when involved with Native American children and their families are:
   a. To promote stability of Native American families and to avoid unnecessary removal of Native American children from their culture, Tribe and community.
   b. To take active efforts to provide culturally relevant remedial services and rehabilitative programs to prevent the breakup of the Native American family.
   c. To educate the Department in ICWA and NICWA and in locating and providing culturally relevant services.
   d. To seek assistance from the Tribe in educating the Department in locating and coordinating culturally relevant services.
   e. To actively seek to identify Native American children and provide notification and coordination with the Tribe when appropriate.
   f. To secure permanent placement for children in the least restrictive environment in compliance with ICWA and NICWA that most approximates a family. When possible this will be in reasonable proximity to the children's home.
   g. To prevent or remedy neglect, abuse or exploitation.
   h. To provide the Tribe with information concerning children identified under ICWA and NICWA to include prior or closed cases, to allow the Tribe visits with those children and families and access to all records of the Department regarding these children in order to coordinate services, and copies of such records as requested, with the exception of communications between attorneys for the Department and Department staff and any records not permitted by state or federal law.
5. That the State strives to provide the highest quality professional services in cases involving Native American children and wishes to assist the Tribe in meeting its own commitment to the welfare of tribal families and in its provision of child and family service programs.
6. That the State recognizes that the best interest of Native American children is to remain culturally linked to the Tribe and that active efforts shall require active coordination with the Tribe.
7. That this Agreement does not in any way change or alter any other agreement or contract currently in effect between the State and the Tribe, except as specifically detailed in this agreement, and contains no provisions governing or limiting the jurisdiction of the Tribe over child custody proceedings under the authority of the ICWA and/or the NICWA. The Tribe reserves the right to exercise the jurisdiction

it has been granted by law, and the parties anticipate further agreements to govern the identification of Tribal children, the proper and timely notification of parties involved in such proceedings, the transfer of such cases, and the exercise of exclusive Tribal jurisdiction.

8. The parties will cooperate fully to achieve appropriate resolution of Native American family welfare proceedings involving children over whom the Tribal Court has exercised jurisdiction, under applicable Tribal and Federal law. The age of majority for children served by the Tribe under this agreement shall be defined by Tribal Code but no older than the State's age of majority as defined by state law. The State and the Tribe will assist each other to meet the goals of the ICWA, NICWA and this agreement. For purposes of this agreement, a case or proceeding shall mean those (a) in which an abuse or neglect, minor in need of supervision or voluntary relinquishment of parental rights has been filed with the Tribal Court pursuant to Tribal Code, following which the Tribal Court has taken and is currently exercising jurisdiction, and (b) where legal custody or responsibility for the child(ren) has thereafter been awarded to the Omaha Tribal Child Protective Services and the Omaha Tribal Court.

I. TERM AND TERMINATION

A. TERM. This contract is in effect from July 1, 2012 until December 31, 2012.

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 $524,636.27 (five hundred twenty-four thousand, six hundred thirty-six dollars and twenty-seven cents) for the services specified herein.

B. PAYMENT STRUCTURE. Payment shall be structured as follows:

1. SALARIES AND FRINGE BENEFITS. Salaries and fringe benefits shall be paid based on actual hours worked. The budget for Salaries and Fringe Benefits for the six month term of the contract is $190,927.56.
2. OPERATIONAL COSTS. Operational costs include training and travel, equipment, supplies and operating costs, and telephone/internet based on actual

expenditures incurred. The budget for Operational Costs for the six month term of the contract is $29,459.38.

3. INDIRECT COSTS. Indirect cost rate will be set at a rate no greater than the indirect cost rate established for the Tribe by the Bureau of Indian Affairs (BIA) and will not be adjusted during the term of this agreement. The budget for Indirect Costs for the six month term of the contract is $50,226.18.
4. SERVICES. Services include services provided to children and families in cases of abuse or neglect. The budget for Services for the six month term of the contract is $254,023.15.
5. BUDGET LIMITS BY CATEGORY; COMMINGLING PROHIBITED. Expenditures for the term of the agreement cannot exceed the authorized maximum amounts for each of the four budget categories (salaries and fringe benefits, operations, indirect costs and services). Funds cannot be commingled between the four budget categories.
6. SEPARATE ACCOUNT; RECORDS. Funds from this agreement must be kept in a separate account by the Tribe. Records of expenditures shall be kept by the Tribe for review by the State monthly, upon request.
7. EXPENDITURE REPORTS. The Tribe agrees to provide a statement of expenditures for the period of July 1, 2012, through September 30, 2012, no later than October 15, 2012. The Tribe agrees to provide a report of expenditures from all additional quarters no later than the 15th day following the end of each following budget quarter, e.g. January 15, 2013. The Tribe agrees to specify expenditures within each of the four budget categories (salaries and fringe benefits, operations, indirect costs, and services). The Tribe agrees that the report of expenditures will be signed by the Tribal Financial Officer and the Director of the Tribal Child Welfare Program. The Tribe has the option of submitting monthly reports for reimbursement by the 15th of the following month. Monthly reporting will follow the same process as quarterly reporting except for the timing of reports.
8. PAYMENTS. Payments will be reimbursements for expenditures in each of the four budget categories with a maximum payment per category as stated in B.1. through B.4. of this section, with the following limitations:
    a. Quarterly payments will not exceed one-quarter (1/4) of the annual budget. Expenditures in excess of one-quarter of the annual budget will be carried over for payment in future quarters so long as future quarters do not exceed one-quarter (1/4) of the annual budget. Final payment under this agreement will include amounts carried over from prior quarters up to the amount of the agreement for each category.
    b. Initial payment will be based upon the initial expenditure report submitted by the Tribe for expenditures incurred during the term of this contract decreased by any amount unexpended by the Tribe from the 2010-2012 contract.
    c. Should the Tribe exercise the option of monthly reporting, payments will follow the same process as payments under quarterly reporting.
    d. PROMPT PAYMENT. 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.

C. 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. MUTUAL COOPERATION. The State and the Tribe shall cooperate to do the following:

1. Members of the Department or of Omaha Tribal Child Protective Services (CPS) may attend trainings sponsored by the other agency. Tribal staff will be invited to participate in all Indian Child Welfare Act trainings provided by the Department for Department staff.
2. Members of the Department and of Omaha Tribal CPS shall cooperate in providing courtesy services, background information and historical data to the other agency, should clients relocate to the territorial jurisdiction of the other agency.
3. Each agency may apply to the other to provide initial assessment services should the agency experience a conflict of interest, as defined by individual agency protocols that cannot be resolved within the agency. The Tribe will seek outside case management or resolve conflicts as appropriate at their own expense.
4. Both the Tribe and the State agree to hold all shared information confidential and disseminate the shared information only on a need to know basis, unless specifically authorized by State or Federal Law.
5. Department staff may exercise all non-investigative functions for non-Tribal children and families located on the Reservation without approval of the Tribe. A courtesy call is encouraged.
6. The Tribe and the State will work together to review all child deaths alleged to have resulted from abuse or neglect. The review will not impede any criminal investigation or prosecution.
7. The State recognizes its desire to assist the Tribe in meeting the mutual obligation of the parties to the welfare of tribal children, families and vulnerable adults through the provisions of Child and Family Services and programs.
8. The Tribal Court and the Omaha Tribal Child Protective Services shall be governed by Tribal Law and applicable Federal law, and shall cooperate with the State in following the policies of the Department where such policies coincide with Tribal or Federal law, but shall not be governed by State law, or regulations or policies of the Department that do not coincide with Tribal or Federal law. Tribal Court findings, including a finding that removal was accomplished properly under Tribal Law, shall not be subject to review by any agency of the State or

Department. To the extent that there is a conflict between this provision and any other provision of this contract, this provision shall apply.

9. Results Based Accountability
   DHHS will be using this contract year (FY'13) to provide the foundation for Results Based Accountability for all DHHS contracts. The goal is to use this FY to develop the points below so that when contracts are being prepared for FY'14, all the performance measures and reporting strategies are in place.

   DHHS and the Tribe will:
   a. Negotiate performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;
   b. Develop and adopt continuous improvement strategies for services performed and outlined in this contract;
   c. Simplify and make efficient the performance reporting requirements;
   d. Develop schedule for desk audit/field audit over the contract year; and
   e. Develop regular feedback loop with contractor for ideas to improve the system and discuss what DHHS and Contractor can do collaboratively to improve the overall system.

   All Results Based Accountability will be completed will be completed no later than 60 days prior to the FY'14 renewal process.

B. <u>The Contractor</u> shall do the following:

1. The Tribe agrees that, in return for valuable consideration provided by the State, it will perform Child and Family, Adult Protection and Safety, and Family Support services on the Omaha Reservation, as defined by this agreement.
2. Services are delivered to abused or neglected children, minors in need of supervision and their families/caregivers in order to achieve the stated service goal(s). These services are provided directly by CPS staff, through purchase of services, and/or through community provided services. The Tribe agrees to provide Tribal protocol to carry out these functions agreed to by the State including definitions, processes and protocols. In the absence of Tribal protocol, the Tribe agrees to follow the State definitions, policies and procedures. In addition, CPS staff performs clearly defined safety assessment and service delivery functions.
3. GOALS. The Tribe and the State agree that the federal measures of safety and timeliness and State permanency measures are also goals of the Tribe. The Tribe agrees to work toward the goals of safety, timeliness and permanency and that the targeted measures of work as defined by the federal outcomes and permanency measures will be jointly assessed on a quarterly basis. Goals, outcomes and permanency measures include:
   a. Safety and Timeliness
      1.) Reunification in less than 12 months with a federal goal of 56.8%.
      2.) Placement stability of two (2) or fewer placements with a federal goal of 86.7%.

3.) Not re-entering foster care within 12 months of discharge from foster care with a federal goal of 91.4%.
4.) No maltreatment in foster care with a federal goal of 99.68%.
5.) Guardianship within 24 months as a culturally appropriate alternative to adoption within 24 months with a federal goal of 32%.

b. Permanency
1.) Case plans completed within 60 calendar days of the youth coming into custody.
2.) Case plans updated a minimum of every six months.
3.) Monthly visits to children.
4.) Monthly visits to families.
5.) Emergency shelter stays no longer than 30 days.

4. INITIAL ASSESSMENT. The Tribe agrees to accept reports of abuse or neglect from the State Child Abuse and Neglect Hotline and to assess all reports of abuse or neglect for both Tribal and non-Tribal children within the exterior boundaries of the Omaha Reservation. Assessment of all reports of abuse or neglect includes completion of the Initial Safety Assessment within the Nebraska Safety Information System model until Structured Decision Making (SDM) training has been provided to Tribal initial assessment workers. After SDM training, assessment of all reports of abuse or neglect includes completion of the Safety Assessment and the Risk Assessment tools in the SDM model. The Tribe agrees that the names of individuals for whom there is a substantiation of abuse or neglect will be maintained on the State's Child Abuse and Neglect Central Register. The Tribe agrees to record all child abuse and neglect information on the State's N-FOCUS information system. Protocol shall include:
   a. Receiving all reports alleging abuse or neglect of children, with referral of nonappropriate reports to other resources, where possible.
   b. Determining priority of reported cases.
   c. Investigating reports of alleged abuse or neglect of children and coordinate with local law enforcement agencies in investigating such reports.
   d. Coordinating with all mandatory reporting agencies to ensure that all relevant agencies are accurately reporting.
   e. Working in conjunction with law enforcement and prosecutor's office to initiate court proceedings, including emergency intervention, as necessary.
   f. Presenting testimony at court cases or hearings involving abuse, neglect, or delinquency.
   g. Maintaining record keeping and keep all necessary documentation.
5. SERVICE DELIVERY FUNCTION
   a. Work with abused or neglected children, minors in need of supervision and their families/caregivers to determine necessary services and formulate a service plan.
   b. Evaluate information concerning client's social, economic, and personal background and utilize this information to develop and implement individual and family case plans and treatment plans which prioritize client and family needs with goals, action steps and timelines to meet requirements.

placement is necessary, what the permanency goal for the child(ren) is, whether reasonable efforts are being made towards the permanency goal that was in place prior to the hearing. Every twelve (12) months thereafter a permanency review hearing shall be held, at this hearing the court shall make a finding that continued out of home placement is necessary and whether reasonable efforts have been made towards the permanency goal that was in place prior to the hearing;

5.) **The most recent order of removal.** If the juvenile after being placed outside the home is returned home for longer than six (6) months and subsequently removed;
6.) **Foster Care Checklist**;
7.) **Legal Status and Placement completed on N-FOCUS/CWIS**;
8.) **FC Pay completed on N-FOCUS/CWIS**;
9.) **Copy of the home study approval and foster care license**;
10.) **Any other orders necessary to establish initial or continuing eligibility for Title IV-E**;

b. The Tribe will make available tribal files for federal audits upon a 10-working day notice. These include, but are not limited to, IV-E, AFCARS, and CFSR audits. Any unavailable tribal files or portions of files that result in a withdrawal of federal funds due to their unavailability will result in an exception that will be taken against the tribal budget. The monetary amount of the exception will be deducted from the Tribe's next quarterly payment.

7. GUARDIANSHIPS AND ADOPTIONS
   a. UNSUBSIDIZED AND FEDERALLY SUBSIDIZED. The State acknowledges that for unsubsidized guardianships and adoptions, and for purposes of federal subsidies for guardianships and adoptions, the Tribe has the right to act within tribal and federal laws and protocol. No State approval is necessary and State laws do not apply to such proceedings.
   b. STATE SUBSIDIZED. For state subsidies for guardianships and adoptions, the Tribe will make the child a ward of the State before the Tribal Court enters an order for subsidized guardianship or adoption. No prior approval is needed for the Tribal Court to make a child a ward of the State for purposes of state subsidies for guardianships and adoptions. Documentation required to apply for subsidy will be completed and approved by the State before an entry of an order of guardianship or adoption. Failure to make the child a ward of the State will result in denial of the subsidy. Failure to obtain State approval for the subsidy before the Tribal Court enters the order for subsidized guardianship or subsidized adoption will result in denial of the subsidy. The Tribe agrees that the State is not required to pay for any services before the approval of the subsidy.
8. N-FOCUS
   a. Tribal representatives' access to N-FOCUS for case management is limited to those cases in which children are tribal wards and children made wards of the state by tribal courts for purposes of guardianship or adoption subsidies or placement at the YRTCs.

c. Monitor and evaluate client needs and progress on established case plan in order to modify the case plan as each individual case may require.
d. Present testimony at court cases or hearings involving abuse, neglect, delinquency, status offender dependency and foster care status and explain and interpret reports and case evaluation.
e. Review and evaluate temporary and long-term foster care placements, to include relative placements, institutional placements and pre-adoptive placements.
f. Conduct home visits and monitoring of families and children, both in home and in foster care placement, to maintain ongoing evaluation of services necessary and appropriateness of placement.
g. Provide skill building services to families and children targeted at establishing safe and healthy home environments and alleviating the situation which brought the family into the court system.
h. Provide transportation services for clients in order to facilitate services outlines in the case plan.
i. Monitor and provide transportation for supervised visitations as ordered by the court.
j. Provide written reports as necessary for use in legal proceedings.
k. Other such similar duties as may be assigned by the Tribal Council or directed in an individual case by the Omaha Tribal Court.

6. CASE ADMINISTRATION.
   a. The Tribe will provide hard copies of required documentation to the designated Department financial payment worker necessary to make initial or ongoing IV-E eligibility determination. Failure by the Tribe to provide such documentation within 30 days of request for documentation may result in determination of non-eligibility or discontinuation of payments until documentation is provided. Documents which must be provided in every case are:
      1.) **IV-E Application (EA-117)**;
      2.) **Financial and third party liability information** on the parents, child and family (all household members);
      3.) **Petition leading to and first court order pertaining to initial removal.** The order must include findings that: (1) removal was proper; and (2) that the child(ren)'s continued placement in the home would be contrary to the best interest, welfare or safety of the child(ren); and (3) reasonable efforts were made prior to the removal of the minor child to make it possible for the child to remain in the home and such efforts were unsuccessful, or an order within 60 days of removal with the finding that reasonable efforts have been made to remove the circumstances leading to the removal and to reunify the child with his or her family;
      4.) **Court order resulting from permanency review hearings.** Judicial review hearings for reviewing the case shall be held at a minimum every 180 days. Within twelve (12) months of the child(ren) entering out of home placement a permanency review hearing shall be held. At this hearing the court shall make findings that continued out of home

b. Tribal representatives' access to N-FOCUS for viewing of Indian Child Welfare Act cases in Nebraska state courts in which the children are members or eligible for membership in the Omaha Tribe is limited to reviewing the information available on N-FOCUS. Tribal representatives are not authorized to add or change information in these cases.
c. Tribal representatives do not have the authority to create service authorizations. Any authorizations created by tribal representatives that result in payment by the State will result in a deduction of the amount paid from the next funding payment to the Tribe.
d. The Tribe may access all protection and safety management reports available on N-FOCUS that pertain to tribal children and supervision of tribal case management.
e. The Tribe agrees to document all case management functions on N-FOCUS that are required by federal regulations, including:
   1.) Permanency goals information,
   2.) Monthly face-to-face contact information,
   3.) Placement information, and
   4.) Any occurrence of maltreatment while in foster care.

9. FOSTER CARE LICENSING AND RECOGNITION
   a. The parties shall agree to cooperate in locating and licensing suitable homes for foster, adoptive and other placements of Native American children, both on and off the Omaha Reservation.
   b. The Tribe has exclusive jurisdiction to license/approve foster care facilities and to license group care facilities for tribal children within the boundaries of the Omaha Reservation.
   c. The State acknowledges the Tribe's sovereignty in licensing homes that are outside the boundaries of the reservation. The tribe agrees not to place children in tribally licensed homes that are located off the reservation but within Nebraska that would result in a violation of State law.
   d. The State authorizes the Tribe, at its sole discretion, to complete the work necessary for the State to issue a Native American Foster Home License or approval, using the State standards developed for Native American families.
   e. Foster and group homes within the exterior boundaries of the Omaha Tribal Reservation approved or licensed by the Tribe are recognized by the State as meeting the licensing requirements under State law. Homes outside the Omaha Reservation approved or licensed by the State are recognized by the Tribe as meeting the licensing approval of the Tribe. Both parties agree to provide the other with a copy of their current licensing standards and to provide the other party a copy of any changes in these standards within thirty (30) days of the effective date of such change.
   f. The State may place children in foster/group homes licensed/approved by the Tribe, and the Tribe may place children in foster/group homes licensed/approved by the State. The Tribe agrees to notify the appropriate service area of any placement in a state licensed home or group home.

10. UTILIZATION OF YRTCs

a. GENERAL INFORMATION. The Tribal Court may commit Tribal Wards to the Department of Health and Human Services (DHHS) – Office of Juvenile Services (OJS) Youth Rehabilitation and Treatment Centers (YRTCs). The YRTCs are located at Geneva, Nebraska, for female juvenile offenders and Kearney, Nebraska, for male juvenile offenders. Per this agreement, DHHS-OJS will provide two (2) beds at YRTC-Geneva and two (2) beds at YRTC-Kearney for use by each tribe which has entered into an Agreement with DHHS-OJS. For a Tribal Ward to be committed to a YRTC pursuant to this Agreement, a Tribe must comply with the following:

1.) Adjudication:

a) The Tribal Ward must be a juvenile less than eighteen (18) years of age at the time of the law violation, he or she must have been adjudicated as a law violator by the Tribal Court before he or she may be legally committed to the care and custody of DHHS-OJS and placed at a YRTC, and he or she must be less than nineteen (19) years of age when so placed at YRTC. Discharge is mandatory when the juvenile reaches nineteen (19) years of age.

b) The Tribal Ward is adjudicated in the tribe's Tribal Court pursuant to the tribe's Tribal Code as follows:

(1) The Tribal Ward is adjudicated to be a juvenile who committed an act other than a traffic offense which would constitute a misdemeanor or an infraction under the tribe's tribal code and said misdemeanor or infraction has essentially the same elements for such an offense as exists under the laws of the State of Nebraska.

(2) The Tribal Ward is adjudicated to be a juvenile who committed an act which would constitute a felony under the tribe's tribal code and said felony has essentially the same elements for such an offense as exists under the laws of the State of Nebraska.

(3) The Tribal Ward is adjudicated to be a juvenile who committed an act which would constitute a traffic offense as defined by the tribe's tribal code and said traffic offense has essentially the same elements for such an offense as exists under the laws of the State of Nebraska.

c) A Tribal Ward under twelve (12) years of age will not be placed at a YRTC unless he or she has violated the terms of probation or has committed an additional offense and the Tribal Court finds that the interests of the Tribal Ward and the welfare of the tribe demand his or her commitment. This minimum age provision will not apply if the act in question is murder or manslaughter.

2.) Pre-Dispositional Evaluation:

a) A Pre-Dispositional Evaluation is required before a Tribal Ward can be committed to DHHS-OJS and placed at a YRTC.

b) The evaluation will include a clinical assessment of the Tribal Ward's social, physical, psychological, educational development and needs,

including recommendations for an appropriate treatment plan and level of care.

c) Following adjudication and prior to disposition, the Tribal Court can place a Tribal Ward with DHHS-OJS for the completion of the Pre-Dispositional Evaluation. The Department will be responsible in making arrangements for the evaluation and submitting the completed evaluation and treatment level recommendations to the Tribal Court.

3.) Placement at the YRTCs

a) The Tribal Ward must be committed by the Tribal Court to the care and custody of DHHS-OJS for placement at the YRTCs. The order from the Tribal Court must contain the language that the conduct that was adjudicated under the Tribal Code has the same elements for such an offense as exists under the laws of the State of Nebraska.

b) The Tribal Court must contact the YRTC Administrator prior to the placement of the Tribal Ward and provide documentation on the Pre-Dispositional Evaluation and other additional information as it relates to programming and services.

c) The Tribal Court will be responsible for the transporting of the Tribal Ward for placement at the YRTCs.

4.) Programming

a) Upon placement, YRTC personnel will classify the Tribal Ward to the most appropriate level of support, programming, treatment, and custody.

b) The length of placement is for an indeterminate period and is based, in part, on the Tribal Ward's progress in the YRTC program.

c) The Tribal Court will assign a Tribal Worker who will serve as the primary contact for the Tribal Court.

d) The Tribal Worker will participate with YRTC personnel in the development of the Tribal Ward's individual treatment plan, review of his or her progress with the plan, and program release recommendations.

e) The Tribal Worker will assist the YRTC, as necessary, to provide for a Tribal Ward who requests to be active in a religion, a religious practice, spirituality, or tribal custom and tradition. Participation will be limited only by documentation showing it is a threat to the safety of the Tribal Ward involved or that participation itself disrupts or threatens the safety, security or good order of the YRTC. Services and supports will be coordinated with the YRTC Administrator and will conform to YRTC policies and procedures related to the Tribal Ward's security and control.

5.) Release

a) The Tribal Ward will receive an institutional discharge upon completion of the program and will be released back to the Tribal Court.

b) The YRTC will release the Tribal Ward prior to program completion if the Tribal Court should make a determination to terminate custody with OJS.

11. ADULT PROTECTIVE SERVICES (APS). Services are delivered to adults and their families/caregivers. These services are provided directly by APS staff, through purchase of services, and/or through community provided services. In addition, APS staff perform investigative functions, which include:
    a. Receiving all reports alleging abuse/neglect of vulnerable adults with referral of non-appropriate reports to other resources, where possible;
    b. Determine risk and priority of reported cases;
    c. Investigate reports of alleged abuse/neglect of vulnerable adults as defined by the Omaha Tribal Code;
    d. Conduct needs assessment, make collateral contacts as necessary and provide necessary information for referral services;
    e. Work in conjunction with law enforcement and Prosecutors office to initiate court proceedings, including emergency intervention, as necessary;
    f. Maintain record keeping and keep all necessary documentation.

C. DHHS shall do the following:

1. DHHS shall make payment as outlined in Title II. CONSIDERATION.
2. TRIBE APPROVAL OF OUTSOURCED OR CONTRACTED SOCIAL WORK PERTAINING TO INDIAN CHILDREN. That in order to implement the spirit of ICWA and NICWA the State shall offer the Tribe approval of any outsourced or contracted social work that pertains to the Indian Child Welfare Act or provision of services to Native American children who are members of or eligible for membership in the Omaha Tribe. This shall include, but not be limited to, home studies, pre-adoptive home studies and ICWA compliance checks.
3. FULL FAITH AND CREDIT. That the State, pursuant to 25 U.S.C. 1911(d) and Neb. Rev. Stat. 43-1504(4) shall give full faith and credit to the public acts, records and judicial proceedings of an Indian Nation applicable to child custody proceedings to the same extent that the State gives full faith and credit to the public acts, records, and judicial proceedings of any other entity. The State also recognizes the independent and sovereign nature of the judicial arm of the Tribe and shall not challenge the validity of these Courts, or require disclosure of anticipated Tribal Court proceedings in order to recognize the rights of the Tribe under ICWA and NICWA.
4. EMERGENCY REMOVAL. The parties agree that the Emergency Removal provision of the ICWA (25 U.S.C. 1922) and the NICWA (Neb. Rev. Stat. 43-1514) shall apply in all cases where a Native American child, though a resident of or domiciled on a reservation, is in danger of imminent physical harm while temporarily located off the reservation. The State authority, official or agency shall ensure that the removal or placement was conducted pursuant to applicable State and Federal Law, including the placement preferences under ICWA and NICWA.

5. The State may, and is encouraged to, place children in foster/group homes licensed/approved by the Tribe.
6. The State shall follow the placement preferences in this agreement and ensure appropriate payment, even in the event that the State and Tribal definitions of extended family may differ.
7. Each Tribal child accepted for out-of-home care by the State shall be placed in the least restrictive setting appropriate to his/her special needs and which approximates his/her family and within a reasonable distance to his/her home. Unless the Tribe has established, by resolution, a different order of preference, or in the absence of good cause to the contrary, pursuant to 25 U.S.C. section 1915, Neb. Rev. Stat. section 43-1505, and subject to any change in or exception to that reference, preference shall be given to placement in the following order with:
   a. A member of the Indian Child's extended family, as determined by the Tribe according to Tribal Code.
   b. A foster home licensed, approved or specified by the Indian Child's Tribe.
   c. An Indian foster home, licensed or approved by a non-Indian licensing authority.
   d. A child caring agency, institution or group home for children approved by an Indian tribe or operated by an Indian organization and which has a program available to meet the Indian child's needs.
8. Good cause to depart from placement preference, in accordance with 25 U.S.C. section 1515, Neb. Rev. Stat. section 43-1508, and 390 Nebraska Administrative Code 7-004.07, and subject to any change in or exception to those references, must be based upon one or more of the following considerations:
   a. The request of the biological parent(s) or of the minor child (if the child is age 12 or older) for a specific placement;
   b. Extraordinary physical or emotional needs of the child, as established through the testimony of a person with the following qualifications:
      1.) A member of the Indian Child's Tribe who is recognized by the Tribal community as knowledgeable in tribal customs as they pertain to the family organizations and child-rearing practices; OR
      2.) A lay person having substantial expertise in the delivery of children's and family services to Indians, and extensive knowledge of the prevailing social and cultural standards and child-rearing practices with the Indian Child's Tribe; OR
      3.) A professional person having substantial education and expertise in the area of his/her specialty.
   c. The unavailability of suitable family for placement after a diligent search is completed for families, including at a minimum:
      1.) Contacting the Indian Child's Tribal social service program.
      2.) Searching of lists of all licensed foster care homes in the State.
      3.) Contacting nationally known Indian programs known that have available placement resources.

9. The Department and the Tribe agree to work together to request a waiver of the Title IV-E definition of relative from the federal Administration for Children, Youth and Families, to recognize the Tribe's definition of relative.

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, except as modified by TERO (Tribal Employment Rights Ordinance) which requires Native Preference in hiring. 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, except for legitimate uses by the Tribe 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. COPYRIGHT. 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 and applicable federal laws. 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. Nothing in this contract is any implicit or explicit waiver of sovereign immunity on behalf of the Omaha Tribe.

P. HOLD HARMLESS.
Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

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. 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.

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 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.

Z. 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:

Sherri Eveleth, Indian Child Welfare Program
Nebraska Dept. of Health & Human Services
209 N 5th Street
Norfolk, NE 68701
(402) 370-4216

FOR CONTRACTOR:

Amen Sheridan, Chairman
Omaha Tribe
P.O. Box 368
Macy, NE 68039
(402) 837-5391

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
Division of Children and Family Services

DATE: 7/31/12

FOR CONTRACTOR:

Name Amen Sheridan
Title Chairman
Contractor name Omaha Tribe of NE.

DATE: 7-31-12