CFS
MAY 18 2009
POLICY UNIT

FAMILY GROUP CONFERENCING CONTRACT

BETWEEN THE

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

AND

THE MEDIATION CENTER

SOUTHEAST SERVICE AREA

AMENDMENT JULY 2009

This contract is entered into by and between the Nebraska Department of Health and Human Services, Division of Children and Family Services (hereinafter the "Department"), and The Mediation Center (hereinafter the "Contractor").

The Contract between the parties dated July 1, 2008 is hereby amended as follows:

Article I. A Term is amended to read:

A. Term. This contract is in effect from July 1, 2009 through December 31, 2009.

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

FOR THE DEPARTMENT:

Signature

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

DATE: May 08, 2009

FOR THE CONTRACTOR:

Signature

Director
The Mediation Center

DATE: May 15, 2009

CFS

AUG 29 2008

POLICY UNIT

FAMILY GROUP CONFERENCING, MEDIATION AND PRE-HEARING CONFERENCES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Children and Families

AND

The Mediation Center

The Mediation Center SESA

AMENDMENT One, August 2008
Southeast Service Area

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Division of Children and Families** (hereinafter the "Department"), and **The Mediation Center** (hereinafter the "Contractor").

The Contract between the parties dated July 2, 2008 is hereby amended as follows:

Article III. C. 2. a. 1) The first two sentences "The Contractor shall submit an annual report that includes the data elements required in Article III.C.1. The Contractor shall annually report performance measures for the time period July 1 – June 30 which must be received by the Department by September 1." shall be deleted and replaced by:

1) "The Contractor shall submit a quarterly report that includes the data elements required in Article III.C.1. The Contractor shall report performance measures quarterly which must be received by the ASO by the 10th working day of the month following the end of the quarter."

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

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

FOR THE DEPARTMENT:

Signature

Todd A. Landry, Director
Department of Health and Human Services
Division of Children and Family Services

DATE: 8/24/08

FOR THE CONTRACTOR:

Signature

Casey A Karges
Executive Director
The Mediation Center

DATE: 8/26/08

FAMILY GROUP CONFERENCING, MEDIATION AND PRE-HEARING CONFERENCES CONTRACT

BETWEEN THE

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

AND

THE MEDIATION CENTER

This contract is entered into by and between the Nebraska Department of Health and Human Services Division of Children and Family Services, Child Welfare Section and Office of Juvenile Services (hereinafter the "Department"), and (hereinafter the "Contractor").

PURPOSE: The Department is desirous of contracting for the provision of **FAMILY GROUP CONFERENCING, MEDIATION AND PRE-HEARING CONFERENCES** to the families of the State of Nebraska, **Southeast** Service Area (**See Map Insert)** and Contractor is approved by the Office of Dispute Resolution by the Office of the Nebraska Supreme Court; from **July 1, 2008 – June 30, 2009** unless otherwise terminated as described in Article I.

I. TERM AND TERMINATION

A. TERM: This contract is in effect from July 1, 2008 until June 30, 2009.
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 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

II. CONSIDERATION

A. The Department agrees to pay the **$3,789 per case** Contractor for the provision of **Family Group Conferencing** for cases referred and served according to this contract. This case rate shall include one (1) post-conference facilitation services. The contractor is responsible for all costs (direct and indirect) associated with the provision of services and the involvement of participants described herein. This will include personal expenses of family members and compensation for

professional personnel invited to participate as it directly relates to achieve the identified outcomes.

B. The Department agrees to pay the Contractor **$1,732 per Expedited Family Group Conferencing case** for cases referred and service according to this contract. The Contractor agrees to provide post conference facilitation and follow up for each conference as requested by the Department. These services will be billed as either Mediation or may be extended to a Family Group Conference case as agreed upon by the Department and the Contractor. The Contractor is responsible for all costs (direct and indirect) - associated with the provision of services and the involvement of participants described herein. This will include personal expenses of family members and compensation for professional personnel invited to participate as it directly relates to achieve the identified outcomes.

C. In the event that an Expedited Family Group Conference should be extended into a Family Group Conference case upon agreement between the Department and the Contractor, the total amount the Contractor will be paid for both the Expedited and Family Group Conferencing is **$3,700.00**.

D. The Department agrees to pay the Contractor **$104.00 per hour for mediation** referred and served according to this contract. A maximum of two hours of preparatory time shall be allowed for Mediation. The Contractor is responsible for all direct and indirect costs associated with the provision of services and the involvement of participants described herein. This will include personal expenses of family members and compensation for professional personnel invited to participate.

E. The Contractor agrees to utilize funding provided in September 2007 to cover the costs for **Pre-Hearing Conferences**.

F. The Contractor agrees to redistribute the funds allocated for facilitated pre-hearing conferences, at the request and approval of the Department, to another ODR-approved center, based on lack of utilization.

G. The Contractor understands and agrees that this Contract does not guarantee that the Department shall request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department shall be expected.

H. The Department reserves the right to withhold payment until required reports are received.

I. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this contract without prior approval and agreement of the Department.

J. The Contractor agrees not to accept payment from the family of the youth unless an established part of the Department's case plan includes a fee for services.

K. The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the provision of service. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid.

III. SCOPE OF SERVICES

The Contractor agrees to provide the following Family Conferencing Services: 1) Family Group Conferencing 2) Expedited Family Group Conferencing 3) Mediation and 4) Pre-hearing Conferences for families of state wards and to open Children and Family Services' cases upon referral by the Department or by a Behavioral Health Region (ICCU) contracted with the Department to provide case management services for state wards.

A. PROGRAM STANDARDS:

1. Family Group Conferencing (FGC): A facilitated meeting involving the family, which shall be identified as the child's(ren's) parent(s), any identifiable extended family from throughout the country, and other significant and close persons to the family; service providers that have pertinent experience and knowledge regarding the child(ren) and family involved: the Department; and the children themselves if appropriate. The meeting is organized and facilitated by a family group conference coordinator (the Contractor).
   a) Phases of Family Group Conferencing:
      1) Referral and Assessment: Upon receipt of a referral from the Department, the Contractor shall complete an initial assessment to insure that the family is appropriate for Family Group Conferencing. Such assessment to be completed no later than five (5) working days from the receipt of the referral. The Department will be notified regarding the acceptance or rejection of the case immediately upon completion of the initial assessment. The Contractor will provide written documentation for any referral not accepted describing the reasons why the referral was not accepted within five (5) working days. Assessment of appropriateness of the service is on-going throughout the FGC process.
      2) Preparation: The Contractor agrees to provide as many preparation hours necessary to adequately perform an exhaustive search for all extended family members of the children, to identify and contact all relevant service providers, and to prepare all conference participants for the conference itself.
      3) Conference: The Contractor agrees to facilitate the conference for as long as necessary to meet the outcomes identified in the preparatory stage. It is the expectation the conference will be scheduled no more than forty-five (45) calendar days from the FGC staff initial contact with the Protection and Safety Worker. Any exception to that will be mutually agreed upon between the Contractor and the Protection and Safety Worker.
      4) Post-Conference Facilitation and Follow-up: The Contractor agrees to provide one (1) post conference facilitation and follow-up meeting for each conference if requested by the Department. The request for the post conference facilitation and follow-up contact should occur no later than ninety (90) days after the completion of the conference.
2. Expedited Family Group Conferencing: A facilitated meeting involving the children's parents, the Department, and any other key family members and

service providers. Key family members and service providers are defined as those necessary and key to the development of an immediate safety and placement plan for the child(ren). The purpose of the Expedited Family Group Conference is to intervene immediately upon removal of a child(ren) or if there has been a disruption in the placement of the child(ren) and to facilitate the development of a plan which addresses the safety of the children and would allow them to return to the home as quickly as possible or find the most appropriate out of home placement.

a) Phases of Expedited Family Group Conferencing:
   1) Referral: Upon receipt of a referral from the Department, the Contractor will begin the preparation phase of the Expedited Family Group Conference immediately.
   2) Preparation: The Contractor agrees to provide as many preparation hours necessary to adequately perform an exhaustive search for all extended family members of the children, to identify and contact all relevant service providers, and to prepare all conference participants for the conference itself.
   3) Conference: The Contractor agrees to facilitate the Expedited Family Group Conference no later than five (5) business days from the date of the FGC staff initial contact with the Protection and Safety Worker, unless otherwise agreed to by the Department. Whenever possible, the Expedited Family Group Conference will be held within seventy-two (72) hours of the removal of the child(ren) from its home.
   4) Post-Conference Facilitation and Follow-up: The Contractor agrees to provide post conference facilitation/follow up for each conference on a limited basis if requested by the Department. The request for post conference facilitation and follow-up shall be no longer than 30 days from the date of the initial conference.

3. Mediation: A small group dispute resolution process facilitated by 3rd party neutral mediator(s) that provides a private forum for two (2) to six (6) participants to achieve resolution and/or progress in the matter referred by the Department. The Department may or may not be a participant in the mediation, depending upon the desired outcomes of the mediation process.
   a) The Department referral for Mediation must only address one specific issue in which one or more of the participants are not in agreement, per mediation session.
   b) Mediation resolution should not take more than 4 hours with no more than two hours of preparatory time. Exceptions for time or additional sessions can be requested by the Protection and Safety Worker with written approval from the Protection and Safety Administrator.
   c) All topics discussed during Mediation fall under the Dispute Resolution Act and the Uniform Mediation Act which provides for client and contractor confidentiality except in the following circumstances:
      1) Suspected child abuse or neglect.
      2) Any written plan developed during the course of mediation.
      3) Any other items mutually agreed to be shared by the involved parties.

d) All topics discussed during Family Group Conferencing, Expedited Family Group Conference and Pre-Hearing Conferencing fall under Juvenile Code 43-247.01 revised code which provides for client and contractor confidentiality except in the following circumstances::
   1) Suspected child abuse or neglect.
   2) Any written plan developed during the course of mediation.
   3) Any other items mutually agreed to be shared by the involved parties.

4. Pre-hearing Conferences (PHC): Office of Dispute Resolution (ODR) approved center mediators will facilitate pre-hearing conferences for initial child welfare cases. ODR-approved center mediators will facilitate pre-hearing conferences using the PHC protocols as a guide (See Appendix A), until such time statewide protocols are adopted by the Through the Eyes of the Child Team Initiative. At that time, the ODR-approved centers will coordinate with their respective local Teams to implement the protocols as adopted and modified by Through the Eyes of a Child Team Initiative.

B. SERVICE STANDARDS:

1. Referral Standards: Prior to the provision of services, the Department shall submit to the contractor a Provider Service Referral. All referrals for Family Group Conferencing and Expedited Family Group Conferencing Mediation shall be accompanied by a Provider Service Authorization.
2. Family Involvement Standards: The Contractor recognizes and affirms that working with the biological family is integral to the family's success in achieving their outcomes.
3. Safety Standards:
   a) The Contractor shall intervene and redirect to insure the safety of any family member.
   b) The Contractor shall report any suspected abuse and neglect concerns to the Department's Hotline 1-800-652-1999.
4. Plan Development: The Contractor recognizes and reaffirms the Departments ongoing responsibility for the youth, commitment to the principles of family centered practice, and responsibility for ongoing case planning. The Contractor's service plans shall support the goals and outcomes as identified by the Department.
5. Special Needs: When serving youth that have disabilities (hearing, visual, physical) and or language barriers, the Contractor agrees to:
   a) To provide, arrange and pay for staff or training for staff to meet the needs of the youth and family.
   b) To contact community providers and arrange for service provision for the youth and family.
   c) To recruit bilingual staff to serve the youth and family.

C. ADMINISTRATIVE STANDARDS: The Contractor recognizes and affirms that the Department retains legal custody of youth involved in their program and has the final authority in all decisions. Once a contract is finalized, the Contractor agrees to begin services immediately.

1. Performance Accountability: The Contractor agrees be held accountable for the services they provide. Data on provider performance on the outcome

measures described below will be posted on the Internet as part of the Departments position to be transparent and accountable. The Contractor shall meet the outcomes defined below:

a) Pre-Hearing Conferences:
   1) **Outcome: The continuity of family relationships and connections is preserved for children.**
      (a) 80% of pre-hearing conference cases will result in having legal parents identified during the pre-hearing conference.
      (b) 97% of children involved (directly or indirectly) in the pre-hearing conference will have their potential tribal affiliation and status identified.
      (c) 75% of children will have at least one family member or other responsible adult known to the child identified that could be pursued to provide out of home placement, if needed.
      (d) 90% of children placed outside of the parental home will have visitation scheduled between the parent and the child by the end of the PHC.
      (e) 75% of children placed outside of the parental home AND not placed with siblings have visitation scheduled between siblings by the end of the PHC.
   2) **Outcome: Children have permanency and stability in their living situations.**
      (a) 40% of families that had a PHC will be discharged to permanency in less than 12 months.
      (b) 60% of families that had a PHC will be discharged to permanency within 12-24 months.
      (c) 80% of families that had a PHC will be discharged to permanency within 24-48 months.
      (d) 95% of families that had a PHC will be discharged to permanency within 48 months.

b) Family Group Conferencing:
   1) **Outcome: The continuity of family relationships and connections is preserved for children.**
      (a) 95% of family group conferences cases will result in having both legal parents identified.
      (b) 95% of children involved (directly or indirectly) in the family group conference will have their tribal affiliation and status identified.
      (c) 85% of children will have at least one family member or other responsible adult known to the child identified that could be pursued to provide out of home placement, if needed.
      (d) 98% of children placed outside of the parental home will have visitation scheduled between the parent and the child by the end of the family group conference.
      (e) 75% of children placed outside of the parental home AND not placed with siblings will have visitation scheduled between siblings by the end of the family group conference.

(f) 80% of families will have an agreed upon case plan to implement and/or present to the court (if necessary) for approval.

c) Expedited Family Group Conferencing:

1) **Outcome: The continuity of family relationships and connections is preserved for children.**

(a) 80% of expedited family group conferences cases will result in having both legal parents identified.

(b) 97% of children involved (directly or indirectly) in the expedited family group conference will have their tribal affiliation and status identified.

(c) 85% of children will have at least one family member or other responsible adult known to the child identified that could be pursued to provide out of home placement, if needed.

(d) 98% of children placed outside of the parental home will have visitation scheduled between the parent and the child by the end of the expedited family group conference.

d) Mediation:

1) **Outcome: The continuity of family relationships and connections is preserved for children.**

(a) 75% of mediated cases will result in a full or partial resolution of the issue identified for mediation.

2. Required Reports:

a) Accountability Report:

1) The Contractor shall submit an annual report that includes the data elements required in Article III.C.1. The Contractor shall annually report performance measures for the time period July 1 – June 30 by September 1. Should the Contractor be more than thirty (30) days delinquent in submitting the Performance Measures Report, the Contractor will pay the Department 10% of the previous quarters total receipts from the Department. The Contractor will continue to pay such amount every calendar month until such time as the Performance Measures Report is submitted.

2) Should the Contractor not meet the performance identified within the performance measures, the Contractor will pay the Department 1% of the annual amount paid to the Contractor for the services provided under the scope of this contract for each measure that is not being met.

b) Assessment: The Contractor shall notify the Protection and Safety Worker the assessment determination upon completion. Notification can be by phone or in writing, upon request of the Protection and Safety Worker or designee.

c) Family Group Conference Service Plan: The Contractor shall submit to the Protection and Safety Worker the Comprehensive Service Plan within ten (10) business days of the initial family meeting. The service plan shall include outcomes, strengths, needs and strategies. All outcomes in the plan shall be specific, measurable, achievable, realistic and timely. The Contractor shall provide all team members with a copy of the Family Group

Conferencing Service Plan and any revisions made to the original Service Plan.

d) Expedited Family Group Conference Service Plan: The Contractor shall submit an Expedited Family Group Conference Service Plan to the Protection and Safety Worker within three (3) business days of the initial meeting with the family, and in a manner and format approved by the Department. The service plan shall include outcomes, strengths, needs and strategies. All outcomes in the plan shall be specific, measurable, achievable, realistic and timely. The Contractor shall provide all team members with a copy of the Expedited Family Group Conferencing Service Plan and any revisions made to the original Service Plan.

e) Pre-Hearing Conference Summary: The Contractor shall submit a Pre-hearing conference summary to the Protection and Safety Worker within three (3) business days of the pre-hearing conference. The summary will include:
   1) Outcome of the pre-hearing conference;
   2) Legal Parents identified;
   3) ICWA;
   4) Placement;
   5) Visitation; and
   6) Other needs of child or family.

f) Denial Letters: Denial letters specifying the reason a family was not accepted for services will be submitted within five (5) business days of the denial to the Service Area Contract Liaison or designee.

g) Critical Incident Reports: The Contractor shall immediately report (verbally) to the Protection and Safety Worker or the Department On-Call Worker all changes which will affect the youth's or family's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc.)

h) Additional Reports: The Contractor shall submit any additional reports as requested by the Service Area Contract Liaison or designee.

3. Staff Standards:

a) Background Checks:
   1) The Contractor agrees to conduct a National Criminal History Check on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract.
   2) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:
      (a) The Sex Offender Registry maintained by the Nebraska State Patrol.

(b) The Nebraska Child abuse and Neglect Central Register.
(c) The Nebraska Adult Abuse and Neglect Central Register.

3) The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
4) The Contractor agrees to perform out-of state background check on all newly hired employees, interns, and volunteer who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
5) Current Employees: The Contractor shall complete background checks every two (2) years for all current employees. If a current employee residing in a state, other then Nebraska, and that state does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a national, state and local criminal background check. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
6) All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

b) Staff Qualifications: Family Group Conferencing, Expedited Family Group Conferencing Mediation and Pre-Hearing Conference staff will all be staff of, or affiliated with an Office of Dispute Resolution Center.

1) Staff Training: All staff with direct contact with families will have a minimum of sixteen (16) hours of Family Group Conferencing training and thirty (30) hours of Mediation training plus a minimum of eight (8) hours of ongoing training per year on topics related to child abuse and neglect, juvenile justice, crisis management, cultural competency, role of the team, engaging families and plan development.
2) Staff Equivalency Determination Process:
   (a) The Contractor may petition the Department, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standards set forth in section C(), of this Agreement. The petition

for Equivalent qualifications and Standards determination shall contain:

(1) The name of the potential employee who is the subject of the petition;

(2) A reference to the Contract's employment qualifications and standards to be Reviewed;

(3) A statement from the Contractor, which sets forth its basis for believing that the potential employee meets the Contract's employment qualifications and standards; and

(4) Supporting documentation for how the potential employee meets the employment qualifications and standards.

(b) Each Equivalent Qualifications and Standards petition shall be evaluated on a case by case basis. The request shall be submitted to the Service Area Contract Liaison or designee for approval. The Department shall issue its determination, in writing, within forty-five (45) days of the receipt of the petition.

4. Administrative Services Organization:
   a. The Contractor shall cooperate and collaborate with the Departments Administrative Service Organization (ASO) provider.
   b. The Contractor shall register as a Contract provider with the ASO.
   c. The Contractor shall submit requested data to the ASO provider related to Quality Assurance and Utilization Management.
   d. The Contractor shall work with the Department and the ASO to determine data needs, quality assurance processes and utilization management criteria.
5. Conflict Resolution: Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the Service Area Contract Liaison or designee.
6. Overpayments: Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor shall notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all amounts overpaid. The Department shall offset overpaid amounts by withholding or reducing future payments.
7. Tobacco Smoke Prohibited: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to youth under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply

with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for youth as defined by the Act.

The Contractor agrees to prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this contract.

8. Insurance:
   a) The Contractor shall maintain the following types of insurance for the duties performed under this contract:
      1) General liability;
      2) Workers Compensation, as required by Nebraska law;
      3) Automobile, both non-owned and hired car;
      4) Professional liability;
      5) Errors and omissions, if applicable to the duties performed under this contract; and
      6) Premises and property.
   b) The Contractor shall provide to the Department within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the Service Area Contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the canceled policy(s), to ensure that there is no break in coverage.
9. Release Of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newsletters, newspaper articles, fliers, fund raising materials, internet sites, etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.

IV. DEPARTMENT RESPONSIBILITIES

All Department responsibilities are described within Article III. Scope of Services.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT LIABILITY.

1. All Contractor books, records, and documents regardless of physical form, and 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 the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final

payment and records that fall under the provision of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.

2. The Contractor aggress to provide the Department 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 *Communication Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance.* The communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.

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

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

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

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

E. BREACH OF CONTRACT.

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

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

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

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

arrangements can be made to complete the work.

H. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department 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.

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

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

K. DRUG FREE WORKPLACE. The Contractor hereby assures Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

L. FEDERAL FINANCIAL ASSISTANCE. The Contractor agrees that its performance under this contract will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and /or proselytization.

M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this

contract.

N. GOVERNING LAW: This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

O. HOLD HARMLESS.
   1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
   2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

P. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

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

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

S. LOBBYING

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

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

U. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.

V. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel

under NEB. REV. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

W. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

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. SUB-CONTRACTOR. The Contractor agrees that before sub-contractors shall be utilized in the performance of this contract, the Department must give written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies 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.

Z. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. If this contract contemplates personal services by an individual who is not a resident of the state of Nebraska at any time during the taxable year or personal services performed by an individual with control (more than 50% ownership) of a nonresident corporation, Nebraska law requires that payments made under this contract are subject to Nebraska income tax withholding and such withholding may affect the amount of payment under this contract. In such cases, the parties agree to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or it successor. The form is available at: Http://www.revenue.ne.gov/tax/current/f 2-4na.pdf or http//www.revenue.ne.gov/tax/current/fill-in/f 2-4na.pdf.

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

FOR THE DEPARTMENT:

Sherri Haber
DCFS – CFS Policy Section
PO BOX 90544
Lincoln, NE 68944
402-471-7989

FOR THE CONTRACTOR:

Name:
Organization:
Address:
City, State, Zip:
Phone:

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

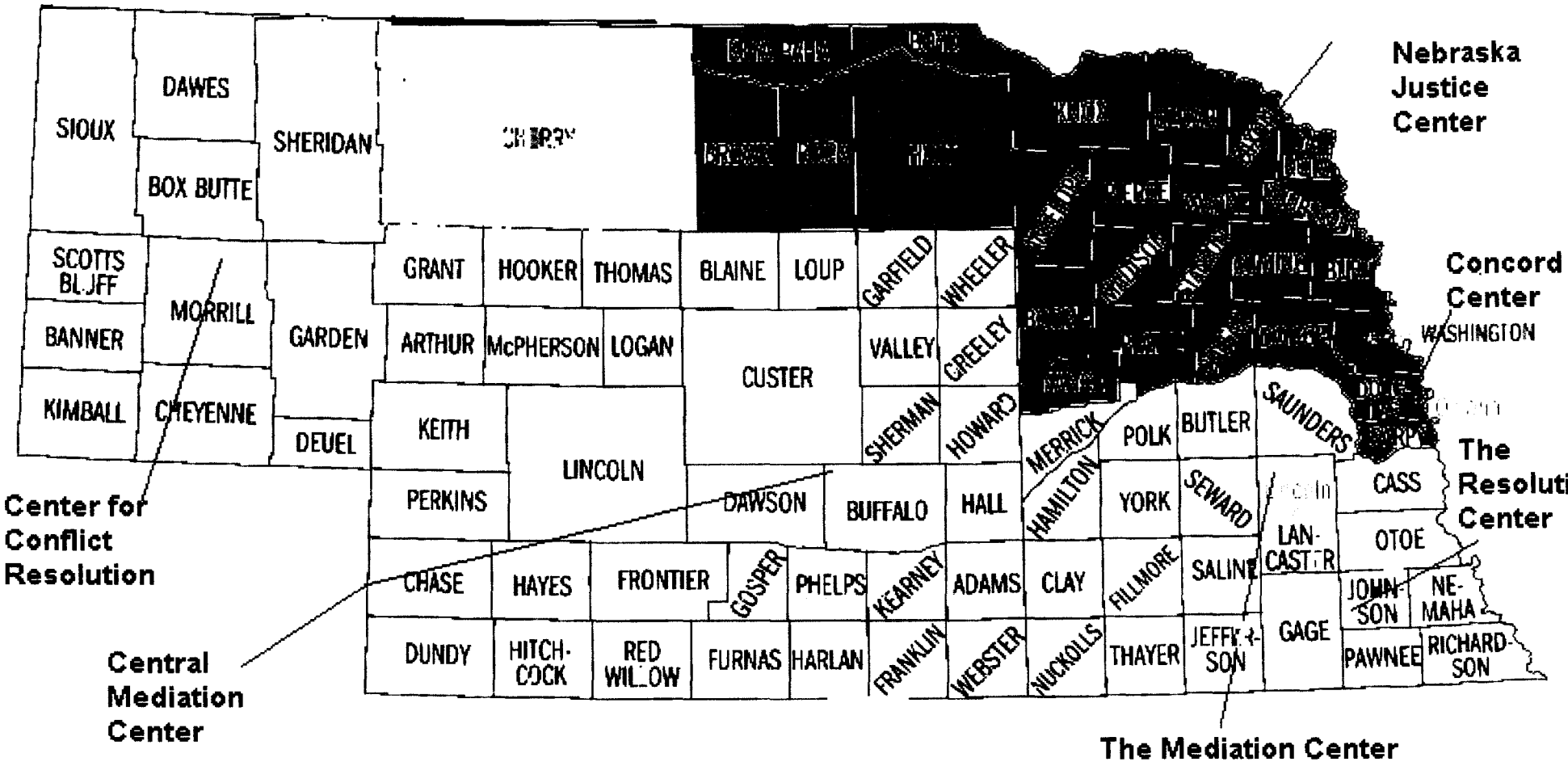
FOR THE DEPARTMENT:

By: Todd A. Landry
Todd A. Landry, Director
Division of Children and Family Services
Department of Health and Human Services
Date: 6/25/08

FOR THE CONTRACTOR:

BY: Cary A Karges
Title Exec. Dir
Name Printed: Cary Karges
Date: 7/2/08

ODR APPROVED MEDIATION CENTER HHS FGC SERVICE AREAS



2006-2009 FGC Counties

Appendix A

PRE-HEARING CONFERENCE PROTOCOL

The following protocol is a flexible outline based on a determination of "best practices" and the best interest of children involved in the juvenile court system. This recommended protocol is drafted and approved by the *Through the Eyes of the Child Initiative* Protocol Development Committee.

I. DEFINITION OF A PRE-HEARING CONFERENCE ("PHC"): The PHC is an informal, facilitated meeting prior to appearing in court and held to gain the cooperation of the parties, to offer serviced and/or treatment, and to develop a problem-solving atmosphere in the best interest of the child(ren) involved in the juvenile court system.

II. INITIAL PROCEDURES

- Clerk receives the juvenile petition and notifies parents, attorneys, DHHS, and facilitator of date and time of the PHC. Optional parties may be notified if deemed to be in the best interests of the child(ren).
- If there are safety issues, arrange for security to be present.
- Determine whether language interpretation or other special services are needed, and make arrangements as necessary.
- A determination should be made whether the parents need separate attorneys and whether parents can be properly notified before attorneys are appointed. If a valid address or phone number for an absentee parent cannot be found, court appointment of counsel should be postponed to avoid requiring the attorney to advocate for his/her client from an unknown position.

III. GOALS OF CONFERENCE

A. To move the parties from an adversarial to cooperative role.
B. Focus on the future, safety and best interest of the child(ren) in a climate of mutual respect.
C. To clarify placement and visitation options, including possible relative and kinship placements.
D. To determine if ICWA applies
E. Identify family needs and resources early in the case.

ITEMS TO BE DISCUSSED IN CONFFERENCE:

- Placement
- Visitation
- Upfront services and/or treatment
- Allegations as they relate to services
- Safety Plan

IV. FACILITATOR: The facilitator is a trained, neutral party who does not serve in any capacity for any party connected with the case. The facilitator should have a basic understanding of juvenile court procedures.

ROLE AND RESPONSIBILITY OF FACILITATOR:

- Maintain orderly communication
- Encourage participation of all parties
- Focus discussion on relevant issues (facilitation not mediation)
- Deflect person conflict

TASKS OF THE FACILITATOR

- Explanation of purpose, process and goals of conference
- Complete Attendance Sheet
- Introductions
- Clarify areas of agreement/disagreement
- Monitor time frame
- Record, or confirm recording of, any agreement regarding placement, visitation, services, or other matters in the best interests of the child(ren)

V. AGENDA

1. IDENTIFY LEGAL PARENTS
   - Current address/phone
   - Paternity issues?
2. PRIOR ORDERS IN EFFECT
   - Are there prior dissolution/custody orders?
   - Are there domestic abuse or harassment protection orders?
   - Possible agreement to modify for visitation, communications, placement.
3. INDIAN CHILD WELFARE ACT (ICWA)
   - Does ICWA apply?
   - Identify the tribe
4. PLACEMENT OF CHILD
   - Current placement (Return home with safety plan)
   - Relative placement
5. VISITATION
   - Current unsupervised schedule
   - Supervised
   - Semi-Supervised
   - Possible additional visits?
   - Relative visitation
6. SERVICES FOR FAMILY
   - Any service the parents think would be helpful for their children or themselves (therapy, transportation, housing, etc0
   - Relation to allegations in the petition

- Identify possible evaluations that the parents/children would be willing to participate in.
- Services that have already been identified that would be beneficial for the family
- Safety plan

7. INFORMATION ABOUT THE CHILD(REN)
   - Appointments Dr./Dental
   - School needs or events
   - Medication
   - Behaviors or special needs
   - Child's favorite toy, blanket, etc

VI. PARTICIPANTS

REQUIRED

- Parents / custodial stepparent / guardian / other custodian
- Attorneys
- GAL
- County Attorney
- DHHS protection and safety initial assessment worker and/or On-going case worker

OPTIONAL

- Children, if age appropriate
- Extended Family
- Family Friends
- DHHS Supervisor
- CASA
- Service providers of other advocates
- Law enforcement (if necessary for security)
- Foster Parents