# FAMILY GROUP CONFERENCING CONTRACT

## BETWEEN THE

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

## Nebraska Mediation Center

## AMENDMENT ONE OCTOBER 2012

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 Nebraska Mediation Center, P.O. Box 1062, (hereinafter "Contractor").

The Contract between the parties dated September 1, 2012 is hereby amended as follows:

Article III. Scope of Services is amended to add:

Results Based Accountability.
The Department will be using this contract year (FY'13) to provide the foundation for Results Based Accountability for all the Department's 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.

The Department and the Contractor will:

1. Negotiate performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;
2. Develop and adopt continuous improvement strategies for services performed and outlined in this contract;
3. Simplify and make efficient the performance reporting requirements;
4. Develop schedule for desk audit/field audit over the contract year; and
5. Develop regular feedback loop with contractor for ideas to improve the system and discuss what the Department and Contractor can do collaboratively to improve the overall system.

All 5 Results Based Accountability expectations will be completed no later than 60 days prior to the FY'14 renewal process.
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.

Nebraska Mediation Center
P.O. Box 1062

FOR DHHS:

Signature

Thomas D. Pristow, Director
Children and Family Services
Department of Health and Human Services

DATE: 10/11/12

FOR Nebraska Mediation Center:

Signature

Nebraska Mediation Center

DATE: Oct 3, 2012

**FAMILY GROUP CONFERENCE CONTRACT**

**BETWEEN THE**

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**
**DIVISION OF CHILDREN AND FAMILY SERVICES**
**AND**
**NEBRASKA ~~JUSTICE~~ Mediation CENTER**

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 **Nebraska ~~Justice~~ Mediation Center, P.O. Box 1062, Fremont Nebraska 68026** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is Family Group Conferencing services for wards of the State of Nebraska and families of non court involved cases.

## I. TERM AND TERMINATION

A. TERM. This contract is in effect from September 1, 2012 until June 30, 2013.

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

## II. CONSIDERATION

A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed **$100,000.00** for the services specified herein.

1. The Department agrees to pay the Contractor **$3,789.00 per Family Group Conferencing case** 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.

2. The Department agrees to pay the Contractor **$1,732.00 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.
3. 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 **$3,789.00**.
4. The Department agrees to pay the Contractor **$104.00 per hour for mediation** referred and served according to this contract. A maximum of one hour 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.
5. 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.
6. The Department reserves the right to withhold payment until required reports are received.
7. 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.
8. 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.
9. 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.

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).

2. Phases of Family Group Conferencing:
   a. 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.
   b. 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.
   c. 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 Child and Family Services Specialist. Any exception to that will be mutually agreed upon between the Contractor and the Child and Family Services Specialist.
   d. 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.
3. 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.
4. Phases of Expedited Family Group Conferencing:
   a. Referral: Upon receipt of a referral from the Department, the Contractor will begin the preparation phase of the Expedited Family Group Conference immediately.
   b. 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.

c. 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 Child and Family Services Specialist, 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.

d. 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.

5. 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 one (1) hour of preparatory time. Exceptions for time or additional sessions can be requested by the Child and Family Services Specialist 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.

B. SERVICE STANDARDS:

1. Referral Standards: Prior to the provision of services, the Department shall submit to the contractor a Provider Service Referral. The service authorization will be completed and sent after the service referral is accepted.

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. 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.
   b. 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) 95% 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.

c. 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. Assessment: The Contractor shall notify the Child and Family Services Specialist of the assessment determination upon completion. Notification can be by phone or in writing, upon request of the Child and Family Services Specialist or designee.
b. Family Group Conference Service Plan: The Contractor shall submit to the Child and Family Services Specialist 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.
c. Expedited Family Group Conference Service Plan: The Contractor shall submit an Expedited Family Group Conference Service Plan to the Child and Family Services Specialist 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.
d. 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.
e. Critical Incident Reports: The Contractor shall immediately report (verbally) to the Child and Family Services Specialist 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.)
f. Additional Reports: The Contractor shall submit any additional reports as requested by the Service Area Contract Liaison or designee.

(a) 80% of expedited family group conferences cases will result in having both legal parents identified.
(b) 95% 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.

c. 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. Assessment: The Contractor shall notify the Child and Family Services Specialist of the assessment determination upon completion. Notification can be by phone or in writing, upon request of the Child and Family Services Specialist or designee.
b. Family Group Conference Service Plan: The Contractor shall submit to the Child and Family Services Specialist 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.
c. Expedited Family Group Conference Service Plan: The Contractor shall submit an Expedited Family Group Conference Service Plan to the Child and Family Services Specialist 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.
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f. 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 the 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 the 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 checks on all newly hired employees, interns, and volunteers who have resided in Nebraska for less than two (2) years if it is foreseeable that the 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 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) If a background check results in a record being identified, the Contractor shall develop a process to review and determine if they want to request Department approval to hire said employee. Requests for an exception shall be made in writing to the Service Area Contract Liaison and will includes the name and background information, along with supporting documentation form the Contractor as to why they believe that such person does not pose a threat to children or families. The Contractor shall utilize the criteria set forth in DHHS Policy 390 NAC 7-004.02d 2 and 3 when a background record is identified. The Department shall have 45 days to respond to such an exception. All documentation related to the process is maintained in the contractor's staff personnel records. This requirement must be completed on all existing employees within 30 days of the execution of this contract.
      6) Current Employees. The Contractor shall complete background checks every two (2) years for all current employees. If a current employee resides in a state, other than 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.

7) 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.

4. 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.

5. 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.

6. 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 child 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 child defined by the Act. The Contractor agrees to

prohibit smoking in any vehicle operated by its employees and staff when transporting child while providing services under this Contract.

7. 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 Contract 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.
8. HIV TESTING PROHIBITIED: The Department does not allow HIV antibody testing or other screening testing for the AIDS virus of a state ward without informed consent in writing from the Child and Family Services Specialist or designee. When consent is obtained, testing must be performed according to written Department policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirement for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and the Service Are Contract Liaison or designee shall jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, the Service Area Contract Liaison or designee shall request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that the Child and Family Services Specialist or designee hall be notified of the results of such confidential testing.

## 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 Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.

2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance.* The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.

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

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

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

B. AMENDMENT. This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.

C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.

D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written

consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continue to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.

F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

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

H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.

I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.

J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

M. FEDERAL FINANCIAL ASSISTANCE. The Contractor will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

N. 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.

O. 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.

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

Q. HOLD HARMLESS.

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

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

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

R. 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.

S. 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.

T. 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.

U. LOBBYING.

1. No Federal appropriated funds shall 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.

V. 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

W. 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.

X. 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 US 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.

Y. PROMPT PAYMENT. Payment shall be made in compliance with the Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

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

Z. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.

AA. 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.

BB. 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.

CC. 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.

DD. 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 Haber
DHHS
P.O. Box 95026
Lincoln Nebraska 68509

FOR CONTRACTOR:

Jane Martin-Hoffman
Nebraska Mediation Center
P.O. Box 1062
Fremont, NE 68026

**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:

Thomas D. Pristow, Director
Division of Children and Family Services
Department of Health and Human Services

DATE: 9/28/12

FOR CONTRACTOR:

Jane Martin-Hoffman
Executive Director
Title

DATE: September 4, 2012