SAFETY AND IN HOME SERVICES CONTRACT

BETWEEN THE

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

AND

VISINET, INC.

EASTERN SERVICE AREA

AMENDMENT Five May 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 Visinet Inc. (hereinafter the "Contractor").

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

Article II. L, Consideration is amended to read:

"The Department agrees to pay the Contractor a maximum amount not to exceed **$7,217,995.00** for the services specified herein."

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: 05/26/2009

FOR THE CONTRACTOR:

Signature Chief Operating Officer

Director
Visinet Inc.

DATE: 5/31/09

SAFETY AND IN HOME SERVICES CONTRACT

BETWEEN THE

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

AND

VISINET, INC

SOUTHEAST SERVICE AREA

AMENDMENT FIVE 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 Visinet, Inc (hereinafter the "Contractor").

The Contract between the parties commencing July 1, 2008 is hereby amended as follows for services provided beginning July 1, 2009:

II. CONSIDERATION

A. The Department agrees to pay the Contractor **$61.00 per hour** for direct, (face to face) contact time with the youth and family utilizing In-Home Safety Services.
B. The Department agrees to pay the Contractor **$74.00 per day** for direct, (face to face) contact time with the youth and family utilizing Home Supported Services (23:59)
C. The Department agrees to pay the Contractor **$168.00 per day** per youth utilizing Residential Services.
D. The Department agrees to pay the Contractor **$254.00 per occurrence** for Family Engagement Services.
E. The Department agrees to pay the Contractor **$53.00 per day** for Intensive Family Preservation (IFP) Services.
F. The Department agrees to pay the Contractor **$47.00 per hour** for direct, (face to face) contact time with the youth and family utilizing Family Support Services.
G. The Department agrees to pay the Contractor **$41.00 per hour** for direct, (face to face) contact time with the youth and family utilizing Supervised Visitation Services.
H. The Department agrees to pay the Contractor **$19.00 per day** for Electronic Monitoring/Global Positioning System (EM/GPS).
I. The Department agrees to pay the Contractor **$29.00 per day** for Tracker Services.

J. The Department agrees to pay the Contractor **$60.00 per test** for Drug Screening and Testing (DST).
K. The Department agrees to pay the Contractor **$76.00 per day** for Respite Services.
L. The Department agrees to pay the Contractor a maximum amount not to exceed **$8,022,725.00** for the services specified herein.

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:

Todd L Reckling
Signature

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

DATE: 07/02/2009

FOR THE CONTRACTOR:

Signature
Chief Operating Officer
Director
Visinet, Inc

DATE: 7/12/09

MAR 18 2009
POLICY UNIT

SAFETY AND IN-HOME SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Children and Family Services

AND

Visinet, Inc.

AMENDMENT Four, March 2009
Southeast Service Area

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Children and Family Services** (hereinafter the "Department"), and **Visinet, Inc.** (hereinafter the "Contractor").

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

Article II.L.delete: "amount not to exceed "**$4,096,475"**;

Add: "**amount not to exceed $5,596475".**

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: 3/5/09

FOR THE CONTRACTOR:

Signature

John K. Hoffman
Chief Executive Officer
Visinet, Inc.

DATE: 3/12/09

SAFETY AND IN-HOME SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Children and Family Services

AND

Visinet, Inc.

AMENDMENT Four, November 2008
Southeast Service Area

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Children and Family Services** (hereinafter the "Department"), and **Visinet, Inc.** (hereinafter the "Contractor").

The Contract between the parties dated June 14, 2008 is hereby amended as follows:

Article III.B.10.a. add:

"Random, irregular and rotating DST testing schedules will include weekends, holidays and evenings."

Article III.B.10. add:

"d. The Department waives the requirement in Attachment A and Attachment A1 that limits the provision of DST to adjudicated delinquents and their offense is related to substance abuse usage. DST can be conducted on all adjudicated delinquents."

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: 11/24/08

FOR THE CONTRACTOR:

Signature

John K. Hoffman
Chief Executive Officer
Visinet, Inc.

DATE: 11/30/08

SEP 09 2008
POLICY UNIT

SAFETY AND IN-HOME SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Children and Family Services

AND

Visinet, Inc.

AMENDMENT Three, August 2008
Southeast Service Area

Visinet, Inc
SESA
Amd 3

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Children and Family Services** (hereinafter the "Department"), and **Visinet, Inc.** (hereinafter the "Contractor").

The Contract between the parties dated June 14, 2008 is hereby amended as follows:

Article II. Q. is to be amended as follows:

Q. Visinet will provide the required 10% match for services by providing in-kind services, staff time and monetary assistance.

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: 9/2/08

FOR THE CONTRACTOR:

Signature

John K. Hoffman
Chief Executive Officer
Visinet, Inc.

DATE: 9/5/08

SEP 15 2008
POLICY UNIT

SAFETY AND IN-HOME SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Children and Family Services

AND

Visinet, Inc.

AMENDMENT Two, August 2008
Southeast Service Area

Visinet, Inc
Amd 2
SESA

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Children and Family Services** (hereinafter the "Department"), and **Visinet, Inc.** (hereinafter the "Contractor").

The Contract between the parties dated June 14, 2008 is hereby amended as follows:

Article III.A. add:

11. The Contractor agrees to regularly check the Division of Children and Family Services website for updates regarding procedures, clarifications and approvals related to statewide Safety and In-Home Safety contract issues.

Article III. B. 7. c. delete; "to court, to allow a child"

Article III. B. 11. d. add: The year time frame is based on the first occurrence per child.

Article III. C. 1. f. add: . . . . Attachment B, "as amended August 2008."

Article III. C. I. f. (11): delete: "90% of families will have a Family Team Meeting within 24 hours of being referred to services";

add: "90% of families will have a Family Team Meeting within 72 hours of receipt of family information."

Article III. C. 8: add:

g. The Contractor shall submit Performance Outcome measures data to the ASO provider by the 10th working day of each month. The data will be submitted in a format approved by the Department.

Page 15, replaced "III" with "IV"

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: 9/7/08

FOR THE CONTRACTOR:

Signature

John K. Hoffman
Chief Executive Officer
Visinet, Inc.

DATE: 9/10/08

Visinet, Inc.
SESA
And 1

FIRST AMENDMENT

This document (hereinafter, the Amendment), amends the service contract for Safety and In-Home Services Contract (hereinafter, the Contract) entered into on July 1, 2008, by and between the Department of Health & Human Services (hereinafter, the Department) and VISINET, Inc (hereinafter, the Contractor) for the Southeast Service Area.

WHEREAS, the original term of the Contract is from July 1, 2008, through June 30, 2009.

WHEREAS, the continued performance of the Contractor, here under, requires an adjustment to the Contract language.

NOW, THEREFORE, the parties agree as follows:

CFS
JUN 29 2008
POLICY UNIT

Section 1. General Provisions

1.1 This Amendment becomes effective only upon the signing of all parties hereto, and the beginning of the new term.

1.2 The Recitals set forth above are an integral part of this Amendment; therefore, they are hereby incorporated herein.

1.3 The written Contract, all attachments, any prior amendments, and this Amendment represent 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 the written agreement between the parties.

Section 2. Amended Terms

2.1 The parties herein agree that the contract period for Section 2.2 of this amendment to be effective from July 1, 2008 through June 30, 2008.9 CKR 6-30-08

2.2 Article II, section L of the Contract is amended by deleting the first sentence and inserting the following sentence:

The Department agrees to pay the Contractor a maximum amount not to exceed **$4,096,475** for the services specified herein.

2.3 All other terms and conditions of said Contract, and the addendum referenced herein, not hereinafter modified or amended, shall remain in full force and effect.

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

FOR THE DEPARTMENT

By: Todd A Landry

Todd A. Landry, Director

Division of Children & Family Services

Department of Health and Human Services

Date: 6/26/08

FOR THE CONTRACTOR

By: [illegible]

Title: Chief Operating Officer

Name Printed: John [illegible]

Date: 6/27/08

SAFETY AND IN-HOME SERVICES CONTRACT

BETWEEN THE

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

AND

VISINET, INC.

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 **VISINET, INC.** (hereinafter the "Contractor") located at **3940 Cornhusker Hwy, Suite 600, Lincoln, NE 68504.**

PURPOSE: The purpose of this contract is to contract for the provision of Safety and In-Home Services to the youth and families of the State of Nebraska through a continuum of available in-home and safety services. The Contractor must be able to deliver all services requested to the entire DHHS **Southeast Service Area**; and whereas the Contractor is providing Safety and In-Home Services to children identified by the Division of Children and Family Services, who are referred by HHS or by a behavioral health Region (ICCU) contracted with the department to provide case management services for state wards as being unsafe, adjudicated as delinquent, adjudicated as status offenders and/or adjudicated under child abuse and neglect.

I. TERM AND TERMINATION

TERM. This contract is in effect from July 1, 2008 until June 30, 2009 with an option to renew for one (1) fiscal year from July 1, 2009 to June 30, 2010 with the agreement of both parties

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 "AVAILABLITY 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 Contractor **$ 60.18 per hour** for direct, (face to face) contact time with the youth and family utilizing In-Home Safety Services.
B. The Department agrees to pay the Contractor **$ 73.16 per day** for direct, (face to face) contact time with the youth and family utilizing Home Supported Services (23:59)
C. The Department agrees to pay the Contractor **$ 165.53 per day** per youth utilizing Residential Services.
D. The Department agrees to pay the Contractor **$ 250.00 per occurrence** for

Family Engagement Services.

E. The Department agrees to pay the Contractor **$ 52.52 per day** for Intensive Family Preservation (IFP) Services.
F. The Department agrees to pay the Contractor **$ 45.90 per hour** for direct, (face to face) contact time with the youth and family utilizing Family Support Services.
G. The Department agrees to pay the Contractor **$ 40.85 per hour** for direct, (face to face) contact time with the youth and family utilizing Supervised Visitation Services.
H. The Department agrees to pay the Contractor **$18.35 per day** for Electronic Monitoring/Global Positioning System (EM/GPS).
I. The Department agrees to pay the Contractor **$ 28.55 per day** for Tracker Services.
J. The Department agrees to pay the Contractor **$ 59.27 per test** for Drug Screening and Testing (DST).
K. The Department agrees to pay the Contractor **$75.08 per day** for Respite Services.
L. The Department agrees to pay the Contractor a maximum amount not to exceed **$2,730,984** for the services specified herein. The contractor shall provide services for a 12 month period.
M. All service costs are included in the established rate for each service. No additional costs will be billed to the Department.
N. The Contractor must register with the Administrative Service Organization (ASO) in order to receive payment for services.
O. The Contractor agrees to continue to work with the Department regarding the evaluation and assessment of rates and utilization in order to maximize efficiencies and achieve outcomes for children and families.
P. The Department reserves the right to revisit rates and utilization and will do so in good faith with the contractor.
Q. The Contractor is required to provide a minimum of a 10% match to the CFS funding under this contract.
R. Transportation costs for children and families to receive services and for the Contractor to provide services are included in the Consideration, unless otherwise defined in the Contract.
S. This contract is performance based with incentives and penalties for achievement of identified outcomes. Penalty payments must be paid directly to the Department within 45 days of notification by the Department. Incentive payments will be made after verification of the submitted data and within 30 days of notification by the Department.
T. Determination that a penalty will be assessed or an incentive will be paid requires written notification to the Contractor. Notification will include:
    1. identification of the outcome(s) that were met and/or not met;
    2. amount of the assessed penalty or incentive; and
    3. the process and timeframe for penalty and/or incentive payments to be made and/or received by the Department.
U. 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.
V. The Department reserves the right to withhold payment until required reports are received.

W. 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.

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

Y. 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

A. PROGRAM STANDARDS

1. The Contractor agrees to provide services in accordance with the RFB (Attachment A) and the Contractor's RFB Proposal (Attachment A1). The Department accepts the Contractors RFB proposal unless language is contrary to the RFB. The Contractor then must comply with the requirements of the RFB.
2. The Contractor will provide services to the following children and families identified by the Division of Children and Family Services utilizing an evidenced-based or promising practice model.
   a. Children (ages 0 through 18) and families who are involved in a proceeding in the juvenile court system and placed in the custody of the Department (court involved) for reasons of abuse, neglect, status offense, and/or delinquency;
   b. All whole, half, or step sibling of these children who reside in the same household or are in placement under the care and supervision of the Department;
   c. The parents, stepparents, adoptive parents, or caretakers, such as relatives or significant others of the parent of the above children;
   d. Children and families the Department is assessing for child maltreatment reports; and
   e. Families in which a child is determined to be unsafe but the family agrees to participate in safety and change services without court involvement (non-court involved).
3. The Contractor will provide the entire continuum of safety and in home services to serve children and families referred by the Department.
4. The Contractor will be responsible for a system of delivery that assures availability 24 hours a day, 7 days a week, 365 days a year.
5. The Contractor operate a toll-free number for CFS staff to refer children and families for in-home and safety services. This number will be answered 24 hours per day, seven (7) days a week, and 365 days a year.
6. The Contractor is responsible for additional supports as needed to supplement this continuum of services to keep children and communities safe at no additional cost to the Department. This does not include treatment services for non-Medicaid eligible children and families.
7. Emphasis will focus on child/parental skill acquisition, improved family functioning, increase parent/child interactions and community engagement for support and sustainability once the child and/or community are no longer

unsafe.

8. The Contractor must comply with all the requirements of the evidenced-based model approved by the Department. The evidenced-based model is attached and incorporated herein as if more fully set forth, please see Attachment A (1 - 11).
9. The Department may end services immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, or other causes determined by the Department to be in the best interest of the youth.
10. If the Contractor has reasonable cause to believe that a child has been subjected to child abuse or neglect or observes such child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect, the Contractor shall report the matter to the Department's Hotline 1-800-652-1999.

B. SERVICE STANDARDS:

1. In-Home Safety Services: The Contractor will ensure the direct supervision of the child(ren) in the family home when the parent or caregiver who is or may be responsible for the identified safety concern is present.
   a. The Contractor will have staff available to provide services within a two (2) hour response time when requested by a Department staff member.
   b. The service will be available for the identified service area(s) seven (7) days a week, twenty-four (24) hours a day, three hundred sixty five (365) days a year.
   c. The Contractor is required to provide documentation of family strengths and areas of concern related to parental/child interaction observed during direct supervision.
2. Home Supported Services (23.59): Children will receive supervision in a facility or home setting for a period of less than twenty-four (24) hours.
   a. The Contractor will ensure that children will be served in a facility/home that meets the licensing requirements of the State of Nebraska.
   b. The Contractor will provide early childhood education activities as developmentally appropriate.
   c. Skill acquisition related to education, employment, activities of daily living, peer and community engagement and wellness activities related to mental and physical health as well as recreational activities will be provided.
   d. Families will be provided services by the Contractor to include but not limited to family team meetings, support for family problem solving, mentoring, support groups and parent education services.
   e. Transportation to and from school will be provided to the child if the school is located within a 25 mile radius of the facility or home providing care to the child at no additional cost to the Department.
3. Residential Services: Children will receive supervision in a facility for a period of more than twenty-four (24) hours.
   a. The Contractor will ensure that children will be served in a facility that meets the licensing requirements of the State of Nebraska.
   b. The Contractor will provide early childhood education activities as developmentally appropriate.
   c. Skill acquisition related to education, employment, activities of daily living, peer and community engagement and wellness activities related to mental and physical health as well as recreational activities will be provided.

d. Families will be provided services by the Contractor to include but not limited to family team meetings, support for family problem solving, mentoring, support groups and parent education services.
e. Transportation to and from school will be provided to the child if the school is located within a 25 mile radius of the facility at no additional cost to the Department.
f. The Contractor will ensure that routine transportation needs of children are met at no additional cost to the Department.

4. Family Engagement Services: The Contractor agrees to meet with the family including the child, if age appropriate, to develop a family genogram and an ecomap.
   a. The family genogram shall document at least three generations of the family including both the paternal and maternal relatives unless paternity is unknown.
   b. The Contractor will ensure that the non-custodial and custodial parents are notified of family team meetings, court hearings, etc.
   c. The Contractor will accommodate the family's schedule and needs and may utilize the use of email, webcams, telephone/videoconferencing and other technologies to promote family participation.
5. Intensive Family Preservation (IFP) Services: The Contractor agrees to provide intensive family preservation services that are accessible to the family.
   a. Contact with the family will be made within twenty-four (24) hours of accepting a referral.
   b. IFP services will be provided primarily in the family home and they will focus on improvement of the family functioning through documented skill acquisition in the areas of parenting, communication, behavior management, and life skills to ensure safety, permanency and well-being of children in the family home and community.
   c. Improved family functioning must be documented through the use of a validated family functioning assessment instrument approved by the Department prior to implementation.
6. Family Support Services: Family Support Services are utilized to provide skill development/acquisition to a child's parents or caretakers or to youth who are in need of skill development/acquisition to control their behaviors.
   a. Family Support Services provided to parents/caregivers shall focus on areas such as parent participation in child-directed interactions, use of positive social praise, and introduction of parent-directed activities including daily living activities such as bedtime rituals, toilet training, curfew, consequence, chores, use of appropriate coping skills to manage the parents'/caretakers' behavior, appropriate discipline or other specific interventions under the direction of Department staff via a safety/case plan.
   b. Family Support Services provided directly to youth must emphasize improvement in skill acquisition related to social and relationship skills, and /or the use of appropriate coping skills to manage his/her behaviors.
   c. The Contractor must document that parents/caregivers or youth have demonstrated the "mastery" of skills taught via a pre and post testing of their ability utilizing a validated instrument approved by the Department prior to implementation.
7. Supervised Visitation:

a. Visitation services are provided when a child has been placed outside of the home.
b. Supervision services are provided when a child has not been removed from the family home but supervision must occur to allow for one parent to interact with the child(ren) and safety concerns must be controlled and managed.
c. Supervision may also be provided to accompany a child/family to court, to allow a child to participate in family significant events such as weddings, funeral, graduations, etc.
d. The Contractor is required to provide documentation of family strengths and areas of concern related to parental/child interaction and/or sibling interaction observed during direct supervision.

8. Electronic Monitoring/Global Positioning System (EM/GPS):
   a. The Contractor will install and maintain the equipment for the youth and in the youth's home as well as provide for tracking records and a tracking record archival.
   b. The Contractor will respond to alerts from the EM/GPS immediately.
   c. The Contractor will notify the Department immediately if the equipment indicates removal by the youth or when youth is not located within maximum of two (2) hours of notification of noncompliance by the system.
9. Tracker Services: The Contractor will ensure that only youth who are adjudicated as delinquent or status offender will be provided tracker services.
   a. The tracker is responsible to ensure that the youth is compliant with the rules of behavior outlined by their parent/caregiver or by their written Conditions of Liberty and/or case plan developed by the Department.
   b. The Contractor will provide written documentation of collateral contacts with school, employers, and other responsible adults to ensure a youth's compliance.
10. Drug Screening and Testing (DST): The Contractor will ensure that only youth adjudicated as delinquent are subjected to DST.
    a. The Contractor will utilize a method that is random, irregular and on a rotating basis of DST of youth that has been approved by the Department prior to implementation.
    b. DST will be performed at a pre-identified testing site.
    c. The Contractor must provide verification of testing results in a manner approved by the Division of Medicaid and Long-Term Care and The Division of Public Health.
11. Respite Services: The Contractor will provide for respite services to be provided both in the family home and outside the family home based on the specific needs of the family.
    a. The Contractor will engage the family following the utilization of respite to address identified needs and to ensure safety and stability to the child and/or the community.
    b. The Contractor will work with the family to identify informal supports to provide respite as part of a sustainability plan for the family.
    c. Crisis Respite Services are identified as unplanned respite periods. Crisis Respite Services will not last longer than 72 continuous hours.
    d. Planned Respite Services shall be less than 16 hours at one time and shall only be utilized 12 times per year.

e. Families who utilize high periods of respite should be assessed for appropriate intensity of intervention services by the Contractor and the Department.

C. ADMINISTRATIVE STANDARDS.

1. Outcome measures: The gathering and reporting of outcome measures shall include but is not limited to information specific to the federal Child and Family Services Review (CFSR) outcomes related to safety, permanency and well-being as required by the U.S. Department of Health and Human Services.
   a. The Contractor understands the Department will publicly post information regarding the stated Performance Measures and the degree to which they were met.
   b. The Contractor agrees to work with the Department to define each of the measures described below. These meetings will be held and definitions agreed upon no later than September 1, 2008.
   c. The Contractor will provide a report indicating program effectiveness based on the outcome measures described below.
   d. Incentives will be based on improvement, meeting and exceeding goals.
   e. Penalties will be assessed based on no improvement or decreased achievement.
   f. Measures and incentives are specifically described in Attachment B. This attachment is fluid and should be expected to be modified. Once a Contractor meets or exceeds a measure they will be expected to maintain and/or continue to improve that level of achievement and a new area of focused improvement will be identified.

Child and Community Safety Expectations

(1) 98% of Department referrals for In-Home Safety Services will have a Contractor/client face to face contact within 2 hours.
(2) 94.6% of youth served will not have a substantiated report of repeat maltreatment.
(3) 99.68 % of children and youth are free from substantiated abuse or neglect from a Contract employee while receiving services.
(4) 95% of youth served will have no substantiated reports of maltreatment within 6 months of program discharge.
(5) 90% of delinquent youth served will not reoffend within 6 months of program discharge.

Permanency Expectations

(6) 75% of families referred for Intensive Family Preservation Service will have a contractor/client face-to-face contact within 24 hours of the Department referral.
(7) 95% of youth will remain safely placed in their parental home during the provision of services.
(8) 95% of youth never removed from their parental home will remain in their parental home within 6 months of program discharge.
(9) 95% of youth utilizing the Residential Service will be safely reunified or placed in a non-emergency placement within 30 calendar days.
(10) 90% of reunified youth utilizing Residential Services will not re-enter out-of-home care within 12 months of program discharge.
(11) 90% of families will have a Family Team Meeting within 24 hours of being referred to services

Well-Being Expectations

(12) 97% of youth will attend their home school daily (while school is in session) during the provision of services.
(13) 97% of families will be actively involved in safety and case planning.

2. Models of Intervention
   a. In-Home and Safety Services area provided by utilization of an evidenced based or promising practice model approved by the Department prior to implementation. Attachment A provided by the Contractor outlines the model and requirements for each service provided within the scope of this contract.
   b. The Contractor must implement the Evidence Based Practice (EBP) Models or Promising Practices (PP) that were submitted to the Department and approved.
   c. The Contractor must train and provide ongoing training to Contract staff on the delivery of all EBP and PP models.
   d. The contractor must maintain fidelity to the EBP and/or PP that are implemented. Contractors will submit quarterly reports that demonstrate fidelity to the model.
   e. The Contractor cannot modify the approved EBP or PP model. Should the Contractor want to change the EBP or PP model they were approved to implement, they must contact the Department in writing describing why they want to change; the outcomes they expect to achieve; transition/training plan for staff; and cost analysis comparing old to new model.
   f. The Contractor must submit all proposed pre and post testing criteria to CFS for its consideration and approval prior to implementation.
   g. The Contractor must submit protocols for coordinating services for the purpose of completion of a comprehensive family assessment or a comprehensive child/adolescent assessment for approval from the Department.
3. Training Requirements
   a. The Contractor will provide open forums to educate/inform the courts, attorneys, Foster Care Review Board, advocacy groups, etc. about Safety and in-Home Services and the specific services provided by the Contractor. These forums will be provided as described in the Contractors RFB proposal.
   b. The Contractor will conduct a minimum of 2 forums annually, in the Service Area, on evidence-based practice and family driven care concepts. Families and youth will be included in the planning and delivery of the forums. Participants invited must include families, youth, community and the Department. The Contractor will coordinate with other Contractors of In-Home and Safety Services in their respective Service Areas to provide joint training.
   c. The Contractor will conduct at least two annual training sessions in person or via webinars to the Service Area, for CFS staff including Protection and Safety Workers, Juvenile Services Officers, and CFS attorneys regarding the terms of and implementation of the contract.
4. Court Testimony:
   a. The Contractor agrees, upon request of the Department, to provide testimony in court at no additional cost to the Department.
5. Consultation & Access to Contractor

a. The Contractor must maintain a list, updated weekly, of all available staff/programs by geographical location, disability population access, and cultural and linguistic competencies.
b. The Contractor must provide and maintain web-enabled transaction capabilities to DHHS for submission of safety plans/case plans/progress reports. This listing must be submitted to the ASO provider upon request of the ASO provider.
c. The Contractor must submit their case consultation plan for high utilizing participants of services, to achieve better outcomes

6. Record Keeping and Releasing of Information:
   a. The Contractor must be able to maintain a confidential record of any individual referred which is to be kept separate and apart from any consumer records maintained by the contractor for other entities than the Department.
   b. No photographs or slides or other identifying information regarding a child may be released for use on posters, in presentations, press releases, newsletters etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.
7. Satisfaction Surveys:
   a. The Contractor shall implement a child/family satisfaction survey within 90 days of the onset of this Contract.
   b. The Contractor shall implement a DHHS satisfaction survey within 90 days of the onset of this Contract.
   c. The Contractor shall obtain regular survey data and report results in the semi-annual report.
8. Required Reports:
   a. The Contractor must submit monthly typed progress report summaries to the Department's designated Service Area Contract Liaison no later than the 15th of the month following the provision of service(s).
      (1) The reporting format must be approved by the Department and at a minimum include the type(s) of service provided, types of interventions, compliance and monitoring of safety plans, the families' involvement, and family strengths/progress/areas needing improvement.
      (2) The reports must be sent electronically to the Service Area Contract Liaison. Signed originals must be provided upon request of the Department.
   b. The Contractor is required to provide written documentation of any newly noted family strengths and areas of concern weekly related to parental/child interaction observed during direct supervision when providing in home safety services to the Department's designated Case Manager. These reports will be received by the Service Area Contract Liaison every Thursday by 5:00 p.m. and will cover the time period of Thursday through Wednesday of the previous 7 days.
   c. The Contractor must provide a monthly report describing consultation provided based on safety interventions available to the family of child welfare/juvenile services.
   d. The Contractor shall identify community sponsored resources/services to meet the needs of the child/family in their discharge plans which will be submitted to the Department's case manager upon request.
   e. The Contractor shall provide a monthly summary report of the type of

service referrals made for families at discharge. This report shall be received by the Department no later than the 30th day of the following month and will be submitted to the Service Area Contract Liaison.

f. The Contractor will submit a report on program evaluation twice a year with the final one being for the second six months and an annual summary. These reports will be due February 15 and August 15. Content of these reports shall include:
   (1) An executive summary of the overall demographics and outcome achievement.
   (2) An analytical section which includes highlights of strategic partnerships, referral sources, number of referrals received, and actual intakes into the program made during the month, quarter, and/or year.
   (3) A Contractor demographic section which includes the number of the In-home and Safety services Contract employees of the organization, the experience and professional background of these employees, the number of employees in key activity areas, the employee turn-over rate, and the activities to assure employee fidelity with the proposed model.
   (4) A section on client and DHHS customer satisfaction based on survey data.
   (5) A data section including an introduction explaining the methodology used to gather the data and any cautions or caveats concerning how the data should be used or interpreted.
   (6) The data to be collected and the format in which it will be presented will be mutually determined by the Department and the Contractor.
   (7) These reports shall be sent to the Service Area Contract Liaison and the Central Office CQI/Operations Administrator.

9. 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.
   e. The Contractor must submit monthly expense and data reports to the Department Contract Liaison. The format and content of these reports must be approved by the Department and must be utilized by all Contractors who have a Contract to provide these services.
   f. The Contractor must submit quarterly reports demonstrating fidelity to any EBP and/or PP implemented identifying areas of strength and areas needing improvement to the ASO provider. The Contractor will also address what actions are being taken to monitor and address areas needing improvement.

10. Incident Report: The Contractor shall immediately report (verbally) to Protection and Safety Worker or Department On-Call Worker all significant events which will affect the youth'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.).

11. Critical Incident Report: The Contractor shall immediately report (verbally to the Protection and Safety Worker or Department On-Call Worker any critical incident. The term Critical incident includes, but is not limited to:
    a. Death of a child/youth resulting from abuse or neglect;
    b. Near fatality, life threatening condition or serious injury of a child/youth resulting from abuse or neglect.
    c. Suicide, or attempted suicide of a state ward or child/youth DHHS is involved with;
    d. Death of a state ward or child/youth DHHS is working with by other means, accidental or non-accidental;
    e. Death or non-accidental serious injury of a staff person while on the job;
    f. Allegations or arrests of DHHS youth for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault – first or second degree; aggravated or armed robbery; etc,
    g. Any other event that is highly concerning, poses potential liability, or is of emerging public interest;
    h. Any other incident designated by the Division Director.
12. Other special reports may be requested by the Department as mutually agreed upon by both parties.

D. ORGANIZATIONAL STANDARDS:
1. 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.

(7) 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 included 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.

(a) This requirement MUST be completed on all existing employees within 30 days of the execution of this contract.

b. STAFF QUALIFICATIONS:

(1) The Contractor must ensure that all staff maintains credentials applicable to the Evidenced Based/Promising Practice Model approved.

(2) The Contractor must ensure that all clinical staff utilized in the delivery of services identified in Attachment A and A1 of this contract must meet the licensing standards required by the State of Nebraska Divisions of Medicaid and Long Term Care and the Division of Public Health.

(3) The Contractor must ensure that all employees utilized in the delivery of services identified in Attachment A and A1 of this contract meet all educational requirements.

(a) Effective September 1, 2008, all Family Support Services employees must have a minimum of a bachelor's degree in a human services related field.

(4) All staff providing transportation services to children and families shall:

(a) Be at least 19 years of age;

(b) Possess a current and valid driver's license;

(c) Have no more than three points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive;

(d) Currently have no limitations that would interfere with safe driving;
(e) Use seat belts and child passenger restraint devices as required by law;
(f) Not smoke while transporting the client;
(g) Not transport the client while under the influence of alcohol or any drug that impairs the ability to drive safely;
(h) Not provide transportation if s/he has a communicable disease which may pose a threat to the health and well-being of the client;
(i) Complete a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency; and
(j) Have and maintain the minimum automobile liability and medical insurance coverage as required by law.

c. STAFF TRAINING:
(1) Staff must be trained on the evidenced based models and promising practices approved by the Department to ensure program fidelity; understanding the child welfare and understanding the child welfare and juvenile services systems to support child and community safety, permanency and well-being; service/resource availability within communities located in the Service Area or Areas served; and understanding the needs of special populations.
(2) The plan must include training of new staff due to turnover.

d. SUPERVISOR QUALIFICATIONS: The Contractor must ensure that all supervisory staff meets the qualifications outlined within the evidence based models and promising practices.

2. Transportation Standards:
a) The Contractor agrees to provide transportation for youth receiving Residential Services to obtain educational services within a 25-mile radius at no additional cost to the Department.
b) The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes including but not limited to:
(1) All children up to six years of age being transported by such vehicle use a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213.

3. CONFLICT RESOLUTION: Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall first initiate a communication with the Departments assigned case manager. If resolution is not achieved, the contractor shall contact the following in order until resolution is achieved:
a) The Service Area Contract Liaison
b) The Resource Development Administrator
c) The Service Area Administrator;
d) The Central Office Contract Liaison who will move the issue up to the level of the Director if necessary.

4. 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.

5. 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.
6. INSURANCE:
   a) At a minimum the Contractor is required to carry the coverage described in Attachment A.
   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.
7. 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 Protection and Safety Worker 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 Protection and Safety Worker or designee hall be notified of the results of such confidential testing.

III. DEPARTMENT RESPONSIBILITIES

A. The Department is responsible for ensuring that the Contractor has an electronic and/or hard copy of all necessary paperwork. Examples include, but are not limited to the Safety Plan, Safety Assessment, Protective Capacity Assessment and Case Plan.
B. The Department agrees to refer families utilizing the established toll free number.
C. The Department agrees to have discussions with the Contractor related to recommendations for continued and discontinued service provision regarding individual families.
D. The Department agrees to follow Contractor protocols regarding conflict management with the Contractor.
E. The Department is responsible for authorizing services for children and families.
F. The Department will only make referrals for in-home and safety services utilizing the 24/7 toll free number. No referrals for these services can be made directly to a Contractor.

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 agrees 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.
1. The Contractor agrees to notify the Department of all subcontractors within 30 days of entering into a subcontract. The Department retains the right to disapprove of any subcontractor.
2. 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:

Maria Lavicky
Division of Children and Families
1050 N Street, Suite 350
Lincoln, NE 68508
402-471-7170

FOR THE CONTRACTOR:

Name: John K Hoffman
Organization: VISINET, Inc.
Address: 11836 A. bor St.
City, State, Zip: Omaha NE 68144
Phone: 402 898-8881

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: 6/11/08

FOR THE CONTRACTOR:

BY: [illegible]

Title Chief Operating Officer

Name Printed: John K. Hoffman

Date: 10/14/08