

FAMILY SUPPORT AND VISITATION ONLY SERVICES

This Contract is entered into by and between the State of Nebraska, Department of Health and Human Services (hereinafter the "Department"), and «**Contractor**» (hereinafter the "Contractor"), located at «**Address_1**», «**City_and_Zip_1**».

WITNESSETH

Whereas the Department is desirous of contracting for the provision of **FAMILY SUPPORT AND VISITATION ONLY SERVICES** to the families of the State of Nebraska, «**Area**» Service Area; and

Whereas the Contractor is desirous of providing Family Support and Visitation Only Services to families;

Now, therefore, the parties agree as follows:

I. TERM OF CONTRACT: This Contract shall be in effect from July 1, 2006 – June 30, 2008 unless otherwise terminated as provided herein below.

II. SCOPE OF SERVICES BY CONTRACTOR: The Contractor agrees to provide Family Support and Visitation Only Services for families of state wards and voluntary CFS cases upon referral by the Department or by a Behavioral Health Region (ICCU) contracted with the department to provide case management services for state wards.

Contractor agrees that for valuable consideration provided by the Department, the Contractor shall provide the Family Support and Visitation Only Services as described in Attachment A and by this reference is incorporated as if set forth verbatim.

A. PROGRAM STANDARDS

The Contractor recognizes and affirms the Department's ongoing responsibility for the family and the long-term case planning. Therefore, the Contractor agrees to continue services until the Department implements a revision to the family's case plan or visitation plan. The Department agrees to share known information prior to service and during service about each family's life situation as appropriate and necessary.

1. Family Support: These services are provided to enhance and strengthen families and must maintain or strengthen the family/individual's capacity to function as independently as possible. These services are to be provided in a family-centered, community-based and culturally competent manner.

Family Support Services provided to the family shall address only those issues that brought the youth or family to the attention of the Department.

For families involved with Protection and Safety, the primary focus is on safety for a

youth in their home or to enable a youth to return home.

a. Outcomes of Family Support:

- (1) Reduce or eliminate neglect, abuse, or exploitation of youth unable to protect their own interests based on Department identified safety issues;
- (2) Achieve or maintain economic self-support to prevent, reduce or eliminate dependency;

All Family Support Services are to be at the direction of the Department in accordance with the written referral and authorization. Work is to be performed in the individual's or family's home or other settings as approved by the Department.

b. Family Support Services: Family Support Services shall be utilized to preserve the family unit or reunify the youth with their parent(s). Visitation between siblings without a parent present shall be provided under Family Support. Family Support Services are designed to model, educate and empower families to:

- (1) Achieve a healthy and safe home environment;
- (2) Utilize good parenting skills at family visits;
- (3) Provide proper care, safety, and management of youth;
- (4) Improve communication skills;
- (5) Manage aggression and anger;
- (6) Seek out and utilize alternative support systems; and,
- (7) Achieve self-sufficiency.

2. Visitation Only Services: Visitation Only Services should only be utilized when the safety of the youth cannot be insured by other resources during family visits and the purpose for the Visitation Staff is to provide observation and intervention only when the safety of the youth is compromised. Visitation Only Services are designed to:

- (1) Provide court ordered supervised visits between youth and custodial parent, non-custodial parent, siblings or other relatives. Visitation between siblings without a parent present shall be provided under Family Support Services;
- (2) Provide court ordered supervised visits where termination of parental rights is pending;
- (3) Provide the Protection and Safety Worker information based on observations of visits so the Protection and Safety Worker can assess if Visitation Services are no longer needed or if the family should be referred for family support services;

(4) The Contractor shall supervise the visitation in accordance with the Provider Service Authorization and Visitation Plan to:

(a) Provide necessary intervention if safety of the youth is in question.

The Contractor shall address inappropriate behaviors through redirection as outlined in the Visitation Plan, if applicable. In addition to inappropriate behaviors defined in the Visitation Plan, the following behaviors are always to be redirected:

(a) Negative, derogatory or inappropriate conversation about others such as relatives and caseworkers;

(b) Yelling, screaming or threats or acts of physical punishments;

(c) Rough-housing that causes discomfort or is harmful;

(d) Throwing things that are not meant to be thrown, or,

(e) Lack of interaction between youth and parent or relative.

The Contractor is not expected to role model or interact with the family in a teaching manner. Redirection means that the Contractor shall interrupt the inappropriate behavior and re-focus the situation.

The Contractor shall be responsible for observing, redirecting and documenting visits, and if necessary, coordinating, arranging and/or providing transportation for the youth to the visit.

2. Referral Standards: Prior to the provision of services, the Department shall submit to the Contractor a Provider Service Referral or Visitation Plan for Family Support and Visitation Only Services. All referrals for Family Support and Visitation Only Services shall be accompanied by a Provider Service Authorization. In addition to the referral and authorization, the Protection and Safety Worker will provide the Contractor a copy of the case plan and any family assessments.

The Contractor shall notify the Department of acceptance or denial within one working day from the receipt of the Provider Service Referral or Visitation Plan.

Upon acceptance of the referral the Contractor shall make initial contact with the family or youth within three (3) days.

3. Family Involvement Standards:

a. The Contractor recognizes and affirms that working with the biological family is integral to the family's success in achieving their outcomes.

b. The Contractor shall assure that involvement with the family occurs in accordance with the Provider Service Referral, Visitation Plan, or Case Plan.

c. The Contractor shall involve the family as directed by the Department.

4. Safety Standards: The Contractor shall intervene and redirect to insure the safety of any family member.

The Contractor shall report any suspected abuse and neglect concerns to the Department's Hotline 1-800-652-1999.

5. Transportation Standards: The Contractor agrees to provide transportation, not solely, but in conjunction with the provision of services and pursuit of outcomes as outlined in the Provider Service Referral or Visitation Plan.

The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes.

6. 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.

Special equipment needed by a youth, such as a soundboard, TDD, hearing aides, etc. should be purchased through Medicaid for Medicaid Managed Care, or through community and/or public agencies. Only when these means fail can the Department be approached for payment.

All equipment purchased by the Department shall be the property of the Department and the youth, therefore, when the youth leaves the Emergency Shelter Center, the equipment shall follow the youth.

7. Discharge Procedures:
 - a. Planned Discharge occurs when the outcomes have been achieved or the Protection and Safety Worker determines that discharge is in the best interest of the family. The Department shall provide written notice of such discontinuation.
 - b. Unplanned Discharge occurs when the Contractor determines that they no longer want to serve the family. Prior to any unplanned discharge, the Contractor shall consult with the Protection and Safety Worker. After consultation, services can be terminated with a seven (7) day written notice submitted to the Protection and Safety Worker. The Department shall provide notification of discharge when applicable.

B. ADMINISTRATIVE STANDARDS

The Contractor recognizes and affirms that the Department has the final authority in all decisions pertaining to the family.

Once a Contract is finalized, the Contractor agrees to begin services immediately.

The Contractor shall recruit, train and supervise Family Support and Visitation Only staff.

1. Performance Accountability: The Department and the Contractor agree to work together to implement a system of performance accountability that includes the measurement of areas of performance which is reported annually. The process shall also include the compilation, analysis, and the interpretation of the data in a collaborative manner between HHS and the Contractor.

The Contractor agrees to annually report performance measures for the time period July 1 – June 30 by September 1. Should the Contractor be more than 30 days delinquent in submitting the Performance Measures Report, the Department may withhold an amount equal to 10% of each subsequent month's total receivable amount, due the Contractor under this Contract, until such time as the Performance Measures Report is submitted. Such amount shall be forfeited on the part of the Contractor without further obligation to pay on the part of the Department.

The Contractor agrees to share any aggregate reports or summaries of surveys or questionnaires, regarding the youth and families satisfaction with the service they received, with the Department. Any reports or summaries shall be submitted at the same time as the Performance Measures Report.

2. Required Reports:

- a. Direct Service Report: The Contractor shall prepare a legible written Direct Service Report for each "face-to-face" client contact and submit them to the Protection and Safety Worker within 15 working days following the end of the billing cycle not to exceed thirty (30) days. For each billing cycle, a copy of all Direct Service Reports shall be submitted with the billing. This report must be in a format and manner approved by the Department and must note the progress that the family is making in relation to the outcomes stated in the referral. This report should include but not be limited to goals of the session, interventions used, results of the interventions, progress made toward goals, and goals for the next session. Upon the request of the Protection and Safety Worker, the Contractor agrees to submit a Direct Service Report within 3 working days.
- b. Notification of Unplanned Discharge: The Contractor shall submit a written notice of unplanned discharge to the Department within seven (7) days. The notice shall include the date of unplanned discharge and reasons why the Contractor can no longer serve the family.
- c. Critical Incident Report: The Contractor shall immediately report (verbally) to the Protection and Safety Worker or designee all changes that affect the status of the family (e.g. major illness, accident, aggressive behavior, arrest).

- d. Caregiver Notification: The Contractor shall report (verbally) to the youth's caregivers if circumstances of the visit may impact the youth's subsequent mood, behavior, or safety.
 - e. No Show Notification: The Contractor shall notify (verbally) the Department of any "no show" by the next working day.
 - 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 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 RegisterThe 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.
 - (2) 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.
 - (3) 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 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 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.

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:

Direct Contact Staff:

- (1) Family Support workers and Visitation Only workers must be at least 19 years of age and have obtained a high school diploma or GED. Family Support workers and Visitation Only workers with a high school diploma or GED must have a minimum of two years experience in the human service field. The experience could include: social work, counseling/guidance, psychology, sociology, human development, mental health education, or, a closely related human service field.
- (2) Family Support workers and Visitation Only workers with a bachelor's degree or higher shall not be required to have related human service experience.

Supervisor Qualifications: Supervisors shall have a minimum of a bachelor's degree in social work or a related field and two years experience in human services. Supervisors with a master's degree or higher in social work or a related field shall not be required to have related human service experience. The experience could include: social work, counseling/guidance, psychology, sociology, human development, mental health education, or, a closely related human service field.

c) Supervision:

1. Visitation Only shall have one supervisor to twenty (20) FTE's.
2. Family Support shall have one supervisor to eight (8) FTE's.

d) Training: All Contract Visitation Only workers having direct contact with families shall complete fourteen (14) hours of pre-service training prior to having any direct contact. Staff having direct contact with families shall complete twelve (12) hours of ongoing training per year on topics related to visitation supervision.

All Contract Family Support workers having direct contact with families shall complete twenty-one (21) hours of pre-service training prior to having any direct

contact. Staff having direct contact with families shall complete twelve (12) hours of ongoing training per year on topics related to home based support. Please refer to Attachment B for recommended training topics.

- e) Staff Equivalency Determination Process: The Contractor may petition the Department, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standards set forth in section B(3), of this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:
- (1) The name of the potential employee who is the subject of the petition;
 - (2) A reference to the Contract's employment qualifications and standards to be Reviewed;
 - (3) A statement from the Contractor, which sets forth its basis for believing that the potential employee meets the Contract's employment qualifications and standards; and
 - (4) Supporting documentation for how the potential employee meets the employment qualifications and standards.

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

4. 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 youth under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant,

contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for youth as defined by the Act.

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

7. Insurance: The Contractor shall maintain the following types of insurance for the duties performed under this contract:

4. General liability,
5. Workers Compensation, as required by Nebraska law,
6. Automobile, both non-owned and hired car,
7. Professional liability,
8. Errors and omissions, if applicable to the duties performed under this contract, and,
9. Premises and property.

The Contractor shall provide to the Department within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the Service Area Contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the canceled policy(s), to ensure that there is no break in coverage.

The Contractor shall ensure that all individuals transporting youth have a current, valid driver's license.

8. Release Of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newspaper articles, newsletters, fliers, fund raising materials, etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.

III. CONSIDERATION

- A. The Department agrees to pay the Contractor **\$35.89 per hour** for direct, (face to face) contact time with the youth and family utilizing Family Support Services.
- B. The Department agrees to pay the Contractor **\$19.77 per hour** for direct (face to face) contact time with youth and family utilizing Visitation Only Services.
- C. Partial hours for Family Support and Visitation Only Services per billing period per family shall be billed as follows:
 - 1. 1-15 minutes should be billed as .25 hours.
 - 2. 16-30 minutes should be billed as .5 hours.
 - 3. 31-45 minutes should be billed as .75 hours.
 - 4. 46-60 minutes should be billed as 1 hour.
- D. The Department agrees to pay the Contractor for transportation or travel for the provision of Family Support or Visitation Only Services outside of a 25-mile radius. (The 25-mile radius shall be from the Contractor's local office site or the employee's home, if they are traveling from home, whichever is closer to the family's home). The rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies, which are in effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manual.
- E. The Department agrees to make payment in conformance with the Nebraska Prompt Payment Act after the provision of service, submission of billing and receipt of required reports. The Department reserves the right to withhold payment until required reports are received.
- F. Contractor is responsible for any and all costs associated with the production and delivery of reports, billings, and other related administration costs.
- G. The Contractor agrees, upon written request of the Department, to provide testimony in court. The Department agrees to reimburse the Contractor for one hour of direct contact time when the Contractor is present in Court at the written request of the Department. If subpoenaed, the Contractor shall not receive payment from the Department. Payment shall be in the form of witness fees.
- H. The Department shall reimburse the Contractor up to a maximum of two (2) hours per month for attendance (in person) at meetings when the family is present and the Protection and Safety Worker has specifically requested the Family Support or Visitation Only worker's presence.
- I. No payment shall be made for any services not authorized in writing under the terms of this Contract. Other charges may not be submitted under the terms of this Contract.
- J. The Contractor agrees not to accept payment from the family unless an established part of the Department's case plan includes a fee for service.

K. **Billing Procedures:** 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 shall not be paid.

IV. LEGAL STANDARDS

A. REQUEST FOR SERVICES NOT GUARANTEED: 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.

B. 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 Director 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.

C. HIV TESTING PROHIBITED: The Department does not allow HIV antibody testing or other screening testing for the AIDS virus 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 Area 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 shall be notified of the results of such confidential testing.

D. ACCESS TO RECORDS AND AUDIT LIABILITY: All Contractor books, records, and documents 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 for a period of three (3) full years from the

date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in this Contract, the Contractor shall agree 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. The Contractor agrees to correct immediately any material weakness or condition reported to the Department in the course of an audit.

E. 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.

F. 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.

G. ASSIGNABILITY: 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 absences of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

H. INDEPENDENT CONTRACTORS: 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 worker's compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulation required of an employer providing services as contemplated by this Contract.

I. SUB-CONTRACTOR: The Contractor agrees that no sub-contractors shall be utilized in the performance of this Contract without the prior written authorization of the Department. If the Contractor subcontracts for certain aspects of the work involved in this Contract, it shall ensure that the subcontractor has obtained Worker's Compensation insurance and have proof of such insurance on file.

J. AMENDMENT: This Contract may not be modified except by amendment made in writing and signed by both parties or their duly authorized representatives.

K. TERMINATION: Either party hereto may terminate this Contract for any reason upon thirty-(30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Department philosophy, the Contract can be terminated immediately upon written notice. Payment for services provided to the date of the termination will be based on the Consideration specified in Section III. Subsections of Confidentiality, Data Ownership and Copyright, Research and Access to Records shall survive the termination of the Contract.

L. BREACH OF CONTRACT: Should the Contractor be determined to be in breach of this Contract, the Department, at its discretion, may upon written notice to the Contractor terminate the Contract immediately or specify a process with necessary actions and time frames that will permit the Contractor to cure the breach. The Department shall pay the Contractor only for such care or service as has been properly provided based on the rate specified in Section III. This provision shall not preclude the pursuit of other remedies for breach of Contract as allowed by law.

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 Director of the Department.

M. AVAILABILITY OF FUNDING: Due to possible future reductions in State and/or Federal 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 the Contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of deliver. 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 state and/or federal 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 cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

N. 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 and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes.

O. 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 to 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.

P. HOLD HARMLESS: The Contractor agrees to hold the Department, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this Contract including all associated costs of defending any action.

All claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers or its agents, shall in no way be the responsibility of the State of Nebraska. The Contractor shall hold the State of Nebraska harmless from any and all such claims, including all associated costs of defending such claims.

Q. CLAIMS AGAINST THE STATE: The Department, if liable, 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.

R. LOBBYING: The Contractor assures that no Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

S. 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.

T. DRUG FREE WORKPLACE: The Contractor assures Department that the Contractor shall operate a drug-free workplace in accordance with Nebraska State guidelines. The Contractor also assures the Department that a drug-free workplace policy has been implemented. The Contractor shall provide a copy of their drug free workplace policy to the Department.

U. GOVERNING LAW: This Contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

V. 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.

W. 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 Director of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

X. 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.

Y. 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.

Z. NEBRASKA TECHNOLOGY ACCESS STANDARDS: The Contractor agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities.

Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://nitc.nol.org/standards/> and are part of the Department's General Provisions.

AA.NOTICES: Any written notices required by this Contract shall be sent to the following addresses for each party here:

Roberta Castillo
1050 N Street, Ste 324
Lincoln NE 68508
402-471-5050

Contractor Contact _____
Address _____
City/State/Zip _____
Contact Phone _____

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

STATE OF NEBRASKA,
DEPARTMENT OF HEALTH AND
HUMAN SERVICES

BY _____

Nancy Montanez, Director
Department of Health and Human Services

Dated this _____ day of

_____, 2006

Federal Taxpayer Identification
Number or Social Security
Contractor (Printed Name)

BY _____

BY _____
Contractor (Signature)

Contract Number

Dated this _____ day of

_____, 2006

RECOMMENDED
FAMILY SUPPORT PRE-SERVICE TRAINING
GUIDELINES & TOPICS

1. An overall view of the child welfare field, juvenile justice system and family centered services.
2. The dynamics of family support work and promoting the agency team approach.
3. Family Systems Theory.
4. Parental/Adult relationships.
5. Beginning services in the home and initial client contact.
6. Child physical and social development.
7. General overview of child abuse, abuse and neglect reporting laws, domestic violence, and physical/emotional indicators.
8. Basic parenting skills. (This must be a recognized Parenting Program.)
(For example: STEP Program, Boystown Common Sense, Nurturing Program, Love and Logic, Active Parenting.)
9. Advanced/special parenting skills and child safety issues.
10. Chemical dependency and the client family.
11. Mental and medical health issues and the client family.
12. Household, money and time management skills.
13. Client resource development.
14. Cultural competency, ethnicity and the client family.
15. Family assessment of progress and future service planning.
16. Documentation and report writing.
17. Crisis intervention.

Recommendations:

The committee also recommends that new staff members be required to receive some type of "On-the-Job" training contingent on the experience, background and education level of the new employee.

For the 12 hours of ongoing training required by the Contract, staff may be given additional training on the 17 topic areas listed above or may be trained in other topics directly related to Family Support Services.