NBH 20550

CFS OCT 07 2009 POLICY UNIT

46238-216 41240-04

INTERAGENCY AGREEMENT

BETWEEN THE

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

AND THE

NEBRASKA ADMINISTRATIVE OFFICE OF THE COURTS
OFFICE OF DISPUTE RESOLUTION

This agreement is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Nebraska Administrative Office of the Courts, Office of Dispute Resolution (** (hereinafter "AOC/ODR").

PURPOSE. DHHS is desirous of entering into an agreement for the provision of Pre-hearing Permanency Review Conferences and Pre-hearing Termination of Parental Rights Conferences for Nebraska state wards and their families.

I. TERM AND TERMINATION

A. TERM. This contract is in effect from September 1, 2009 until June 30, 2011.

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

II. CONSIDERATION

A. TOTAL PAYMENT. DHHS shall to pay the Contractor a total amount not to exceed **$75,000.00** for the provision of Child Dependency Mediation – Permanency Review (CDM) and Termination of Parental Rights Facilitations (TPR). **$3,000.00** of this amount will be utilized for AOC/ODR administrative expenses. Payment shall be made upon signing of this agreement by both parties.

B. PAYMENT STRUCTURE. Payment shall be structured as follows: The AOC/ODR agrees to submit a monthly fiscal report to the Department outlining line item expenditures directly related to services described in the Scope of this agreement.

III. SCOPE OF SERVICES

A. The Contractor shall do the following: The AOC/ODR agrees to work with the Department in developing, implementing and monitoring pilot sites that will provide (i) Pre-hearing Permanency Review Conferences (PHPR) prior to the permanency review stage of the child welfare and juvenile services proceedings and (ii) Pre-hearing Termination of Parental Rights Conferences (PHTPR) by and through its subcontractors. The pilot project will target each of the Separate Juvenile District Courts in Sarpy, Douglas, and Lancaster counties, and at least four county courts in four different judicial districts. This pilot project as described below will be for families of children who are state wards upon referral by DHHS or by a local juvenile or county court judge. DHHS reserves the right to make changes in the implementation or location of the pilot if data indicates that the original plan and protocol is ineffective.

Program Standards:

1. Pre-hearing Permanency Review Cases: AOC/ODR through its subcontractors will (a) conduct pre-hearing conferences to occur prior to the twelve month permanency review hearings and (b) conduct pre-hearing conferences prior to termination of parental rights. The named subcontractors will conduct these cases according to the attached Protocols. (Attachments A and B).
2. The definitions, goals, and process for Pre-hearing Permanency Review and Termination of Parental Rights conferences are described in the attached Protocols.

Service Standard/Safety Standards:

1. AOC/ODR shall ensure the safety of any family member involved in the scope of services by incorporating standards and protocols to intervene and redirect in relevant situations within it subcontracts with the named subcontractors.
2. AOC/ODR shall that suspected abuse and neglect concerns are reported to the DHHS Hotline (1-800-652-1999), by incorporating this requirement in its subcontracts with the named subcontractors.

Administrative Standards: AOC/ODR recognizes and affirms that, when applicable, DHHS retains legal custody of youth involved in their program and has the final authority in all decisions.

1. Performance Accountability: AOC/ODR through its agreements with the named subcontractors agrees to be held accountable for the services provided, and shall endeavor to meet the outcomes defined below for Permanency Review and Termination of Parental Rights Conferences:
   a. Outcome: Timeliness of reunification is preserved for children.
      (1) 95% of Pre-Hearing Permanency Review (PHPR) cases will be scheduled prior to the child's 12-month permanency review hearing;
      (2) 95% of PHPR cases will address the issue of the child's discharge from foster care to reunification within the 12-month target period;

(3) 95% of PHPR cases will address the issue of other permanency planning for the child, such as adoption and guardianship.

b. Outcome: Timeliness of adoptions of children exiting foster care.
   (1) 95% of Termination of Parental Rights conferences will be scheduled within 14 days of notice from DHHS that a Termination Trial/Hearing is scheduled.

c. Outcome: At least one parent or guardian of the child will be present at the PHPR or PHTPR session and will have an opportunity to engage in dialogue about the child's needs and provide input into decisions regarding the child's permanency.
   (1) 97% of cases will include at least one parent or guardian of the child.
   (2) 97% of the parent(s) or guardians attending have participated in the dialogue about their child.
   (3) 90% of the parent(s) or guardians participating have provided input into decisions regarding the case.

2. Required Accountability Report: AOC/ODR shall submit monthly reports to Magellan due by the end of the month following the reporting period. These reports must include the data elements required in Article III.C.1. Should AOC/ODR be more than thirty (30) days delinquent in submitting the Performance Measures Report, AOC/ODR may be required to pay DHHS 1% of the total consideration.

3. Staff Standards:
   a. Staff Qualifications: AOC/ODR will require in its subcontracts with the named subcontractors that staff conducting Pre-Hearing Permanency Review or Termination of Parental Rights conferences will all be staff of, or affiliated with an Office of Dispute Resolution-approved Mediation Centers.
      (1) Staff Training: All mediators and facilitators with direct contact with families will have a minimum of thirty (30) hours of mediation training, eight (8) hours of child welfare facilitation training and eight (8) hours of ongoing education per year on topics related to child abuse and neglect, juvenile justice, crisis management, cultural competency, role of the team, engaging families and plan development. Safety protocols to ensure safety of family members involved at Child Dependency Mediation or Termination of Parental Rights Facilitations will be required in the education and training.
      (2) Staff Equivalency Determination Process:
         (a) AOC/ODR may petition DHHS, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standard set forth in section 1) above. 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 this Agreements employment qualifications and standards to be reviewed;

3. A statement from AOC/ODR which sets forth its basis for believing that the potential employee meets this Agreements employment qualifications and standards; and
4. Supporting documentation for how the potential employee meets the employment qualifications and standards.

(3) Subcontractors: DHHS and AOC/ODR agree that facilitation of Pre-hearing Permanency Review or Termination of Parental Rights Conferences will be performed by subcontractors of AOC/ODR that are approved mediation centers. The six approved meditation centers are: Center for Conflict Resolution, Central Mediation Center, Concord Center, The Mediation Center, Nebraska Justice Center, and The Resolution Center. AOC/ODR will incorporate provisions of this Agreement into its subcontracts.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance.* The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.
3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.

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

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

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

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

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

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

G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization

of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

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

I. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Contractor shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations. Audit requirements are dependent on the total amount of federal funds received by the Contractor, set in the table below and Attachment 1, Audit Requirement Certification. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual financial review or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal payments	Audit Type
Less than $500,000	*Audit that meets Government Auditing Standards*
500,000 or more in federal payments	*A-133 audit*

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

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

L. 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.

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

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

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

P. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

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

R. HOLD HARMLESS.

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

any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.

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

T. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.

U. 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.

V. LOBBYING.

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

W. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars ($600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:
http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

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

Y. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

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

AA. PUBLIC BENEFITS ELIGIBILITY STATUS. If pursuant to this contract and NEB. REV. STAT. §§ 4-108 through 4-114, the Contractor is providing a public benefit including any grant, contract, loan, professional license, commercial license, welfare benefit, health payment or financial assistance benefit, disability benefit, public or assisted housing benefit, postsecondary education benefit, food assistance benefit, or unemployment

benefit or any other similar benefit provided by DHHS except, emergency health care services, short term noncash disaster relief, and life safety services, the Contractor shall, or as specifically otherwise agreed herein:

1. Have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form at www.das.state.ne.us or using the language from this form and placing it in other forms or documents used by the Contractor to process applications for public benefits.
2. If the applicant indicates he or she is an alien, the Contractor shall verify the applicant's lawful presence in the United States using the SAVE Program and retain such documentation, providing a copy upon request by DHHS.

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

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

DD. 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.

EE. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

FF. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

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

FOR DHHS:
Sherri Haber
DCFS – CFS Policy Section
P.O. Box 95044
Lincoln Nebraska 68509-5044
402 471-7989

FOR AOC/ODR:
Janice Walker
State Court Administrator
P.O. Box 98910
Lincoln Nebraska 68509-8910
402 471-3730

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

FOR DHHS:

Todd L. Reckling, Director
Children and Family Services
P.O. Box 95026
Lincoln Nebraska 68509-5026

DATE: 09/29/2009

Signature

Kerry T. Winterer, Chief Executive Officer
Department of Health and Human Services
P.O. Box 95026
Lincoln Nebraska 68509-5026

DATE: 9/29/09

FOR CONTRACTOR:

Janice K. Walker, Administrator
Rm. 1213, St. Capitol Building
Lincoln Nebraska 68509

DATE: 9-30-2009

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
INSERT PROGRAM NAME
AUDIT REQUIREMENT CERTIFICATION

Subgrantees and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".

Grant Name Adoption Incentive Payment Program Grant # G-0801NEAIPP
CFDA* # 93.603

Program Name, Grant #, and CFDA # need to be filled out by the DHHS program office
*(Catalog of Federal Domestic Assistance)

Contractor's Name _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Federal Tax Identification Number (FTIN) _____

Contractor's Fiscal Year _____, **20**___ **to** _____, **20**___

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* must be provided by the contractor to the Nebraska Department of Health and Human Services immediately upon receipt, unless the contractor has directed the CPA to provide the copy directly to the Department and has verified this has occurred.
Check either 1 or 2 and complete the signature block on page 2:

1. __ As the contractor named above, we expect to expend less than $500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

   We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct and prepare either, a review (expenditures less than $75,000) or audit report (expenditures $75,000-$499,999) of our organization's financial statements and a report issued by the CPA. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the Nebraska Department of Health and Human Services address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. __ As the contractor named above, we expect to expend $500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, as the contractor, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- The contractor's financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion on this contractor's financial statements and Schedule of Expenditures of Federal Awards, a report on this contractor's internal control, a report on this contractor's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations* (SF-SAC).
We further acknowledge a copy of this subgrantee's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to the:

Nebraska Department of Health and Human Services
Financial Services
Grants and Cost Management
P.O. Box 95026
Lincoln, NE 68509-5026

or the Contractor must notify the Department when the reporting package becomes available and provide the Department with access to an electronic version of its annual audit and financial report. Notification of availability will be sent to the Nebraska Department of Health and Human Services, Financial Services, Grant and Cost Management is a format similar to the following:
The Contractor's latest A-133 Audit is now available for your use at:
http://www.
The Contractor's financial report is available at:
http://www

The foregoing submissions or notification and electronic access to the annual audit and financial report must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Janice Walker
Print/Type Name

State Court Administrator
Print/Type Title

Signature

10-27-09
Date

Telephone Number

PERMANENCY PRE-HEARING CONFERENCE PROTOCOL
Pilot Project: DHHS-AOC/ODR

Definition
The Permanency PHC (PPHC) is a structured facilitated discussion among all parties that focuses on critical questions that need to be answered at an upcoming permanency hearing.

Purpose
The purpose of the PPHC is to bring the parties together to gather information and determine what information is still needed prior to the Permanency Hearing so that (a) the Court has sufficient detailed information to make a permanency decision that is in the child's best interests regarding the child's safety, well being, and timely permanency and (b) the parties have the opportunity to discuss what permanency plans will be proposed to the Court and what steps need to be made to accomplish the plans. The PPHC may result in an agreement among the parties regarding the permanency plan that can be presented to the Court but that is not the main purpose. Even if there is no agreement, the PPHC participants should address all the questions that correspond with the relevant permanency plan (detailed below) and that information should be presented to the Court.

Court permanency review
The Court must convene a Permanency Hearing for each child in the foster care system a minimum of every twelve months after the child enters foster care. The Court is required to determine what the permanency plan shall be for the child, namely: reunification, adoption, or guardianship. The Court is should determine that the permanency plan sets forth what steps are to occur to make sure that the plan is realized.

When
Optimally, the PPHC should be held at least 6-8 weeks prior to the permanency hearing so that there is sufficient time for the parties to gather or provide any missing information that is needed to respond to the following questions and to ensure that all court ordered services have been provided.

Who attends
The PPHC should be attended by the parents and their attorney(s), older children and youth, caseworker, guardians ad litem, relatives, foster parents, the county attorney,

and the family support worker.

Confidentiality and privilege
The PPHC is governed by Neb. Rev. Stat. section 43-247.01 in regard to confidentiality and privilege. This provision states in part: "All discussions taking place during such facilitated conferences, including plea negotiations, shall be considered confidential and privileged communications, except communications required by mandatory reporting under section 28-711 for new allegations of child abuse or neglect which were not previously known or reported."

Facilitator
The facilitator(s) for the PPHC of the pilot project between DHHS and AOC/ODR shall be trained, proficient child welfare facilitators affiliated with an ODR-approved mediation center. The facilitator will have a minimum of 30 hours of basic mediation training; have 8 or more hours of child welfare facilitation training; and 8 hours of continuing education per year on topics related to child abuse and neglect, juvenile justice, permanency planning, crisis management, cultural competency, role of the team, engaging families, or plan development.

Pre-conference preparations
The judge should order the PPHC at the hearing that precedes the Permanency Hearing. All parties are expected to come to the PPHC with information that responds to the questions that will be covered in the PPHC and that are listed in the appendix. Attorneys should prepare their clients for the PPHC. The ODR-approved mediation center will assist with case management and preparation for the PPHC, including determining which parties should attend, when and where scheduled, and preparing the parties for the conference. The affiliated PPHC facilitator should review the court file prior to the PPHC.

Conference

1) **Introduction**: The facilitator explains the process and each attendee introduces him/herself and his/her role in the legal case or in the child's life. If there is not a designated "scribe" the facilitator should ask one of the professionals to take notes. The facilitator provides information about confidentiality and privilege for communications during the conference.

2) **Updates on the child(ren)**: The following should be covered for each child in the family
    a. Updates on health and educational information for each child.
    b. A description of each child's current placement and behavior.
    c. A description of the services provided to each child, the progress the child has made and issues that still need to be addressed, including cultural needs.
    d. If a sibling group, information on the status of the relationship and contact between siblings, including half siblings.

3) **Updates on the Parents**
    a. A description of the services provided to each parent, the progress the

parent has made and issues that still need to be addressed.

b. A description of the contact that the parents have had with each child in the family.

4) **Discussion of Permanency Plan recommendation**: The caseworker should present DHHS's recommendation for the permanency plan and why. Other parties should briefly discuss their agreement or disagreement with the DHHS's plan.

5) **Addressing Permanency Plan Questions**: If there is consensus at the PPHC regarding the Permanency Plan, then only the questions for that plan need to be addressed at the PPHC. If there is not agreement, each plan that will be recommended by a party to the court should be addressed. All questions, if relevant, associated with the Permanency Plan should be addressed. Questions are provided in Appendix A.

6) **Discussion of next steps:**
   a. Clarification of any information that is still missing, court ordered services that have not been provided, or non-court required changes to details of current plan (e.g., move to overnight visits). Designate person who is responsible for addressing each part and a timeline.
   b. Discussion of any other activities/plans that will occur prior to permanency hearing (e.g. caseworker will provide information to county attorney and guardian ad litem about how overnight visits have gone; referral will be made for full family group conference if reunification is not the recommended plan and there is no good alternative permanency plan that is available.) Designate person who is responsible for each part and a timeline.
   c. Determination of what information should be provided to the court and by whom.

Appendix A

Questions for PPHC[1]

IF REUNIFICATION IS RECOMMENDED:
- How have the conditions or circumstances leading to the removal of the child(ren) been corrected?
- Why is this plan in the best interest of the child(ren)?
- How often is parent-child contact occurring and what is the impact on the child(ren)?
- What is the date and detailed plan for the child(ren)'s safe return home and follow-up supervision after family reunification?
- What are the plans to continue any necessary services to the child(ren)?
- What are the plans to continue any necessary services to the family?
- If a change in school will occur, what will be done to prepare for the transition?

IF TERMINATION OF PARENTAL RIGHTS (TPR) AND ADOPTION ARE RECOMMENDED:
- What are the facts and circumstances supporting the grounds for termination?
- What reasonable efforts were made to reunify?
- Why is this plan in the best interest of the child(ren)?
- Has the petition been filed and if not, what is the date it will be filed?
- Are there relatives who will adopt the child if TPR is granted? If so, is the child living with the relative? If not, why not? If there are no relatives willing and able to adopt, why not?
- If relative adoption is not the plan, is adoption by the foster parents the plan? If not, why not?
- If an adoptive home must be recruited, what efforts are being made to identify potential adoptive homes both locally and in other jurisdictions? Are there adults with whom the child has a positive relationship and are they potentially adopting families?
- Will adoption with contact be recommended and why or why not?
- What counseling will occur to assist the child to deal with this change of plan?
- If the child is an Indian child, have ICWA requirements been met?

IF PERMANENT GUARDIANSHIP OR PERMANENT CUSTODY IS RECOMMENDED:
- Why is this option preferable to TPR and adoption? Why is it in the best interest of the child(ren)?
- What reasonable efforts were made to reunify?
- What are the facts and circumstances demonstrating the appropriateness of the individual or couple to serve as permanent family to the child(ren)? Is there another person who spends significant time in the home, and if so, has that individual been interviewed for appropriateness?

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1 These questions are recommended for judges to consider in permanency hearings (*Adoption and Permanency Guidelines*, National Council of Juvenile and Family Court Judges, 2000). The PPHC provides an opportunity to gather this information and deal with unresolved issues prior to the permanency hearing to improve the quality and depth of the hearing and to promote timely permanency that is in the child(ren)'s best interest.

- Has there been full disclosure to the family of the child(ren)'s circumstances and special needs?
- What is the plan to ensure that this will be a permanent home for the child(ren)?
- What contact will occur between the child(ren) and parents, siblings, and other family members?
- What financial support will be provided by the biological parents?
- What are the plans to continue any necessary services to the child(ren)? How will these services be funded after the guardianship or custody has been granted?
- If the child(ren) are not already placed in the home, why not and:
    - How often is parent-child contact occurring and what is the impact on the child(ren)?
- What is the date and detailed plan for the child(ren)'s placement in this home and follow-up supervision after placement?
- If a change in school will occur, what will be done to prepare the transition?
- Will the state continued to offer any financial assistance to the guardians once finalized?

IF ANOTHER PLAN IS BEING RECOMMENDED:
- What are the compelling reasons not to proceed with reunification, TPR, adoption, permanent guardianship or permanent custody? What is the plan, and why is this plan in the child(ren)'s best interest?
- What reasonable efforts were made to reunify the child(ren) with the parent(s)?
- How will this plan provide stability and permanency for the child(ren)?
- What contact will occur between child(ren) and parents, siblings and other family members?
- What are the plans to continue any necessary services to the child(ren)?
- If the child is a teenager, what is the plan to prepare the child for independent living?
- If the child(ren) are not already placed in a home, why not and:
    - How often is parent-child contact occurring and what is the impact on the child(ren)?
- What is the date and detailed plan for the child(ren)'s placement in this home and follow-up supervision after placement?
- If a change in school will occur, what will be done to prepare the transition?

PRE-HEARING
TERMINATION OF PARENTAL RIGHTS CONFERENCE PROTOCOL
Pilot Project: DHHS-AOC/ODR

Definition
The Pre-Hearing Termination of Parental Rights Conference (PHTPR) is a structured facilitated discussion among all parties that focuses on critical questions that need to be answered at an upcoming termination of parental rights hearing.

Purpose
The purpose of the PHTPR is to bring the parties together to gather information and determine whether the case is ready for trial regarding terminating parental rights and to provide the parties an opportunity to explore non-trial alternatives, all with the primary focus on the need for permanency for the child that are in the child's best interests. The PHTPR may result in an agreement among the parties regarding the permanency plan that can be presented to the Court but that is not the main purpose. Even if there is no agreement, the PHTPR participants should address all the questions that correspond with the questions of termination of parental rights and the child's permanency plan (detailed below). This information may be provided to the Court.

When
Optimally, the PHTPR should be held at least 6-8 weeks prior to the termination of parental rights hearing so that there is sufficient time for the parties to gather or provide any missing information that is needed to respond to the following questions.

Who attends
The PHTPR may be attended by two or more of the following parties: the parents and their attorneys; older children and youth and their attorneys; caseworker; guardians ad litem; relatives; foster parents; the county attorney.

Confidentiality and privilege
The PHTPR is governed by Neb. Rev. Stat. section 43-247.01 in regard to confidentiality and privilege. This provision states in part: "All discussions taking place during such facilitated conferences, including plea negotiations, shall be considered confidential and privileged communications, except communications required by mandatory reporting under section 28-711 for new allegations of child abuse or neglect which were not previously known or reported."

Facilitator

The facilitator(s) for the PHTPR of the pilot project between DHHS and AOC/ODR shall be trained, proficient child welfare facilitators affiliated with an ODR-approved mediation center. The facilitator will have a minimum of 30 hours of basic mediation training; have 8 or more hours of child welfare facilitation training; and 8 hours of continuing education per year on topics related to child abuse and neglect, juvenile justice, termination of parental rights, permanency planning, crisis management, cultural competency, role of the team, engaging families, or plan development.

Pre-conference preparations

The judge should order the PHTPR as soon as practicable in reference to the actual or anticipated filing of a Petition for Termination of Parental Rights. The PHTPR should be held within 14 days of the filing of the Petition for Termination of Parental Rights. All parties are expected to come to the PHTPR with information that responds to the questions that will be covered in the PHTPR and that are listed in the appendix. Attorneys should prepare their clients for the PHTPR. The PHTPR facilitator should review the court file prior to the conference. The ODR-approved mediation center will assist with case management and preparation for the PHTPR, including determining which parties should attend, when and where scheduled, and preparing the parties for the conference. The affiliated PHTPR facilitator should review the court file prior to the conference.

Conference

1) **Introduction**: The facilitator explains the process and each attendee introduces him/herself and his/her role in the legal case or in the child's life. If there is not a designated "scribe" the facilitator should ask one of the professionals to take notes. The facilitator provides information about confidentiality and privilege for communications during the conference.

2) **Updates on the child(ren)**: The following should be covered for each child in the family
    a. A description of each child's current placement and behavior.
    b. If a sibling group, information on the status of the relationship and contact between siblings, including half siblings.

3) **Updates on the parents**
    a. A description of the services provided to each parent, the status of the progress or the lack thereof the parent has made in regard to permanency.
    b. A description of the contact that the parents have had with each child in the family.

4) **Discussion of recommendation of termination of parental rights**: The party that filed the Petition should present its recommendation for termination of parental rights and recommended permanency and explain why. Other parties should briefly discuss their agreement or disagreement with the request for termination of parental rights and recommended permanency.

5) **Addressing permanency plan questions**: If there is consensus at the PHTPR

regarding the ultimate permanency objective, then only the questions for that plan need to be addressed at the PHTPR. If there is not agreement, each plan that is supported by a party should be addressed.

6) **Discussion of next steps:**
   a. Discussion of any activities/plans that will occur prior to the termination of parental rights hearing. Designate person who is responsible for each part and a timeline.
   b. Discussion of any activities or plans that will occur should voluntary relinquishment be decided. What would be the timeline and who would take those next steps?
   c. Discussion of any activities or plan that will occur should reunification or other permanency plan be considered. What would be the timeline and who would take those next steps?
   d. Determination of what non-privileged information should be provided to the court and by whom.

Appendix A

Questions for PHTPR

IF TERMINATION OF PARENTAL RIGHTS (TPR) AND ADOPTION ARE RECOMMENDED:

- What are the facts and circumstances supporting the grounds for termination?
- What reasonable efforts were made to reunify?
- Why is this plan in the best interest of the child(ren)?
- Has the petition been filed and if not, what is the date it will be filed?
- Has voluntary relinquishment of parental rights been explored? What does the parent understand about their legal rights? What would be consequences for this child if voluntary relinquishment went forward? For any other non-involved children?
- Are there relatives who will adopt the child if TPR is granted? If so, is the child living with the relative? If not, why not? Who are the relatives that might be possible adoptive parents? If there are no relatives willing and able to adopt, why not?
- If relative adoption is not the plan, is adoption by the foster parents the plan? If not, why not?
- If an adoptive home must be recruited, what efforts are being made to identify potential adoptive homes both locally and in other jurisdictions? Are there adults with whom the child has a positive relationship and are they potentially adopting families?
- Will adoption with contact be recommended and why or why not? What might the level of contact be?
- What counseling will occur to assist the child to deal with this change of plan?
- If the child is an Indian child, have ICWA requirements been met?

IF PERMANENT GUARDIANSHIP OR PERMANENT CUSTODY IS RECOMMENDED:

- Why is this option preferable to TPR and adoption? Why is it in the best interest of the child(ren)?
- What reasonable efforts were made to reunify?
- What are the facts and circumstances demonstrating the appropriateness of the individual or couple to serve as permanent family to the child(ren)? Is there another person who spends significant time in the home, and if so, has that individual been interviewed for appropriateness?
- Has there been full disclosure to the family of the child(ren)'s circumstances and special needs?
- What is the plan to ensure that this will be a permanent home for the child(ren)?
- What contact will occur between the child(ren) and parents, siblings, and other family members?
- What financial support will be provided by the biological parents?
- What are the plans to continue any necessary services to the child(ren)? How will these services be funded after the guardianship or custody has been granted?
- If the child(ren) are not already placed in the home, why not and:
    - How often is parent-child contact occurring and what is the impact on the child(ren)?
- What is the date and detailed plan for the child(ren)'s placement in this home and follow-up supervision after placement?

- If a change in school will occur, what will be done to prepare the transition?
- Will the state continued to offer any financial assistance to the guardians once finalized?

IF ANOTHER PLAN (INCLUDING REUNIFICATION) IS BEING RECOMMENDED:
- What are the compelling reasons not to proceed with reunification, TPR, adoption, permanent guardianship or permanent custody? What is the plan, and why is this plan in the child(ren)'s best interest?
- What reasonable efforts were made to reunify the child(ren) with the parent(s)?
- How will this plan provide stability and permanency for the child(ren)?
- What contact will occur between child(ren) and parents, siblings and other family members?
- What are the plans to continue any necessary services to the child(ren)?
- If the child is a teenager, what is the plan to prepare the child for independent living?
- If the child(ren) are not already placed in a home, why not and:
    - How often is parent-child contact occurring and what is the impact on the child(ren)?
- What is the date and detailed plan for the child(ren)'s placement in this home and follow-up supervision after placement?
- If a change in school will occur, what will be done to prepare the transition?