

**INTERLOCAL AGREEMENT****BETWEEN****THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND****LANCASTER COUNTY, NEBRASKA**

This Interlocal agreement, including any addenda and attachments (collectively, "Agreement") is entered into by and between the Nebraska Department of Health and Human Services (DHHS), and Lancaster County, Nebraska ("Local Agency") (collectively, "Parties").

**PURPOSE:** The purpose of this Agreement is to reimburse the Local Agency for the personal service costs of deputy county attorneys associated with termination of parental rights action.

**FUNDING:** This Agreement involves state funds

**1. DURATION**

- 1.1. **TERM.** This Agreement is in effect from October 1, 2018 through March 31, 2019.
- 1.2. **TERMINATION.** This Agreement may be terminated, in whole or in part, 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. Either party may also terminate the Agreement to the extent otherwise provided herein. Upon either termination or expiration of this Agreement, the Parties shall confer as to the disposal of any real or personal property involved in the Agreement, and agree, in writing as to the manner of method of disposal.

**2. PAYMENT TERMS AND STRUCTURE**

- 2.1. **TOTAL PAYMENT.** DHHS shall pay the Local Agency a total amount not to exceed \$52,250 (fifty-two thousand two hundred fifty dollars) for the work performed under this Agreement.
- 2.2. **PAYMENT STRUCTURE.** Payment shall be structured as follows.
  - 2.2.1. Payments for costs in the amount not to exceed \$26,125.00 per quarter will be made for the quarters ending in January 31, 2019 and March 31, 2019 upon submittal of activities and quarterly expenditures.

**3. RESPONSIBILITIES**

- 3.1. **DHHS** shall do the following:
  - 3.1.1. Utilize a format which is mutually agreeable to the DHHS and the Local Agency when making a referral to the Local Agency for termination of parental rights;
  - 3.1.2. Upon request of the Local Agency, provide all necessary information regarding the referral for termination of parental rights including, but not limited to, copies of necessary portions of the DHHS case file;
  - 3.1.3. Cooperate with the Local Agency for purposes of locating parents;
  - 3.1.4. Meet with the Local Agency, upon request, and discuss issues related to the filing of a termination of parental rights, discovery and trial;
  - 3.1.5. After a termination of parental rights action has been referred to the Local Agency, DHHS shall not change its position on whether termination of parental rights is warranted in a case or in the best interest of a child affected by that case, without first providing written notice to the Local Agency of DHHS's intent to change its position and, if requested by Local Agency, consulting in person with the Local Agency about the reason for the DHHS change in position;
  - 3.1.6. Collaborate with the Local Agency to provide information to parents or their attorneys that can assist in the parent's decision regarding voluntary relinquishment of parental rights; and

- 3.1.7. Collaborate with the Local Agency in provision of information that can result in a permanency objective of guardianship for the child(ren).

3.2. Local Agency shall do the following:

- 3.2.1. Perform legal functions in compliance with Neb. Rev. Stat. §43-292 to assist in freeing children for adoption or making possible an appropriate alternative permanency objective. Functions include:
- 3.2.1.1. Reviewing DHHS referrals for termination of parental rights within 45 days of receipt thereof;
  - 3.2.1.2. Determining factual and legal sufficiency of DHHS referrals for termination of parental rights;
  - 3.2.1.3. Notifying DHHS within 45 (forty-five) days of receipt of the referral if a filing will not occur and the specific reasons for that decision;
  - 3.2.1.4. Preparing and filing termination of parental rights filings within 60 (sixty) days from receipt of referral when factually and legally warranted;
  - 3.2.1.5. Consulting, as needed or requested, with DHHS after review of a DHHS referral for termination of parental rights.
  - 3.2.1.6. Discussing and interfacing with the Contractor for Case Management for purposes of termination of parental rights staffing and hearings, as requested by DHHS. DHHS acknowledges the Contractor for Case Management is at this time, by contract, permitted to have such discussions, and to schedule and attend termination of parental rights hearings, but that DHHS retains final approval authority on all Contractor for Case Management affidavits and ultimate decision-making authority on requests to file a Motion for termination of parental rights.
  - 3.2.1.7. Involving an Indian child's tribal representative in discussions with DHHS and/or the Contractor for Case Management regarding possible filings for termination of parental rights;
  - 3.2.1.8. Notifying an Indian child's tribe or tribes of pending termination of parental rights; and,
  - 3.2.1.9. Identifying and securing qualified expert witness testimony for proceedings involving an Indian child.
- 3.2.2. Provide information and documentation to the person listed in the Notices Section in a format acceptable to DHHS including, but not limited to:
- 3.2.2.1. Status of Referrals from October 1, 2018 through September 30, 2019
    - 3.2.2.1.1. New
    - 3.2.2.1.2. Non-Filing Notification
      - 3.2.2.1.2.1. Less than 45 days
      - 3.2.2.1.2.2. More than 45 days
  - 3.2.2.2. Terminations Filed
    - 3.2.2.2.1. DHHS Referred
      - 3.2.2.2.1.1. Less than 60 days
      - 3.2.2.2.1.2. More than 60 days
    - 3.2.2.2.2. DHHS did not refer
  - 3.2.2.3. Results of Termination Filing
    - 3.2.2.3.1. Mother
      - 3.2.2.3.1.1. Termination
      - 3.2.2.3.1.2. Relinquishment
      - 3.2.2.3.1.3. Filing Dismissed
      - 3.2.2.3.1.4. Mother agreed to Guardianship
      - 3.2.2.3.1.5. Unsuccessful Termination
      - 3.2.2.3.1.6. Parent is Deceased
    - 3.2.2.3.2. Father
      - 3.2.2.3.2.1. Termination
      - 3.2.2.3.2.2. Relinquishment
      - 3.2.2.3.2.3. Filing Dismissed
      - 3.2.2.3.2.4. Father agreed to Guardianship
      - 3.2.2.3.2.5. Unsuccessful Termination

- 3.2.2.3.2.6. Parent is Deceased
- 3.2.2.4. Appeal Filed to the:
  - 3.2.2.4.1. Entry of Termination;
  - 3.2.2.4.2. Denial of Termination;
- 3.2.2.5. Result and Date of Appeal
  - 3.2.2.5.1. Affirmed
  - 3.2.2.5.2. Overturned
- 3.2.2.6. Did the Child Become Free for Adoption?

3.3. *Best Efforts.* The parties shall use their best efforts to accomplish their respective responsibilities in a timely and efficient manner. The failure of one party to perform its responsibilities shall not relieve the other party of its responsibilities.

#### 4. INDEPENDENT AGENCIES

4.1. DHHS and the Local Agency are independent agencies within the State of Nebraska. This Agreement shall not create an employer-employee relationship between the Parties or between any of the employees of one party with the other party. The Agreement does not create a business partnership or joint venture under Nebraska law, or any joint entity as set forth in the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq.

#### 5. WRITTEN AGREEMENT

- 5.1. *Amendment.* This Agreement may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- 5.2. *Integration.* This written Agreement constitutes the entire agreement between the Parties, and any prior or contemporaneous representations, promises, or statements by the Parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Agreement.
- 5.3. *Severability.* Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.
- 5.4. *Survival.* All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

#### 6. COMPLIANCE WITH LAW

- 6.1. If required by the Interlocal Cooperation Act, the Local Agency shall ensure that this Agreement is properly filed with the Nebraska Auditor of Public Accounts by the applicable deadline, in accordance with Neb. Rev. Stat. § 13-513.
- 6.2. *Civil Rights and Equal Opportunity Employment.* The Parties shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 6.3. The Parties shall comply with all other applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Agreement. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein.

#### 7. LIABILITY

7.1. Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

7.2. Nothing in this Agreement shall relieve either party of any obligation or responsibility imposed upon it by law.

**8. RECORDS**

8.1. The Parties agree to provide reasonable access to each other’s records and personnel, as necessary, to ensure compliance with any funding requirements, or to provide records for any federal or state oversight authority.

8.2. The Parties shall maintain all records related to this Agreement as consistent with any applicable record retention schedules, or any other retention requirement mandated by law.

**9. NO THIRD PARTY BENEFICIARY RIGHTS**

9.1. No entity not a party to this Agreement is an intended beneficiary of this Agreement, and no entity not a party to this Agreement shall have any right to enforce any term of this Agreement.

**10. NOTICES**

10.1. Notices shall be in writing and shall be effective upon mailing. All written notices shall be sent to the following addresses:

FOR DHHS:

Doug Kreifels  
Nebraska Department of Health and  
Human Services  
5220 S 16<sup>th</sup> Street  
Lincoln, NE 68512  
[doug.kreifels@nebraska.gov](mailto:doug.kreifels@nebraska.gov)  
402-471-1353

FOR LOCAL AGENCY:

Bruce Prenda  
Lancaster County, Nebraska  
Lancaster County Attorney’s Office  
575 South 10<sup>th</sup> Street  
Lincoln, NE 68508  
bprenda@lancaster.ne.gov

10.2. Either party may change the individual to be notified under this section via letter sent by U.S. Mail, postage prepaid, or via email.

**IN WITNESS THEREOF**, the Parties have duly executed this Agreement hereto, and that the individual signing below has authority to legally bind the party to this Agreement, and, if applicable, that this Agreement has been authorized by the Party’s governing body.

FOR DHHS:

\_\_\_\_\_

Department of Health and Human Services  
Division of Child Family Services

DATE: \_\_\_\_\_

FOR LOCAL AGENCY:

\_\_\_\_\_

Lancaster County Board of Commissioners

Lancaster County, Nebraska  
Lancaster County Board of Commissioners

DATE: \_\_\_\_\_

## Certificate Of Completion

|   |  |
|---|--|
| Envelope Id: 47DB5701FD474BC389E4EF9FB048CFF1                           | Status: Sent                                   |
| Subject: Please DocuSign: DHHS Agreement #84162 O4 Lancaster County REV |  |
| Division: Child & Family Services                                       |  |
| Envelope Type: Contract   |  |
| Document #: 84162 O4  |  |
| Source Envelope:  |  |
| Document Pages: 4   | Signatures: 0                                  |
| Certificate Pages: 5  | Initials: 0                                    |
| AutoNav: Enabled  | Envelope Originator:                           |
| Envelopeld Stamping: Enabled  | Procurement Services                           |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                       | 301 Centennial Mall S                          |
|   | Lincoln, NE 68508-2529                         |
|   | dhhs.servicecontractsandsubgrants@nebraska.gov |
|   | IP Address: 164.119.63.183                     |

## Record Tracking

|                        |  |                    |
|------------------------|--|--------------------|
| Status: Original       | Holder: Procurement Services                   | Location: DocuSign |
| 11/14/2018 11:02:17 AM |  |                    |
|                        | dhhs.servicecontractsandsubgrants@nebraska.gov |                    |

## Signer Events

| Signature  | Timestamp                      |
|--|--------------------------------|
| Lancaster County Board of Commissioners              | Sent: 11/14/2018 11:06:29 AM   |
| MMcCullen@lancaster.ne.gov                           | Viewed: 11/19/2018 11:07:25 AM |
| Security Level: Email, Account Authentication (None) |                                |

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/19/2018 11:07:25 AM  
 ID: a6b40569-478f-4e4d-8f10-50571abdd2aa

Matthew Wallen  
 matthew.wallen@nebraska.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/14/2018 4:00:59 PM  
 ID: 3a6e8858-7129-4827-b139-ef960ff0195b

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
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| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|  |        |                              |
|--|--------|------------------------------|
| Patti Reddick  | COPIED | Sent: 11/14/2018 11:06:28 AM |
| Patti.Reddick@nebraska.gov                           |        |                              |
| Security Level: Email, Account Authentication (None) |        |                              |

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|   |               |                              |
|---|---------------|------------------------------|
| Doug Kreifels<br>Doug.Kreifels@nebraska.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b> | Sent: 11/14/2018 11:06:28 AM |
|---|---------------|------------------------------|

|  |               |   |
|--|---------------|---|
| Bruce Prenda<br>bprenda@lancaster.ne.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b> | Sent: 11/14/2018 11:06:29 AM<br>Viewed: 11/15/2018 8:05:36 AM |
|--|---------------|---|

|  |               |  |
|--|---------------|--|
| Monet McCullen<br>MMcCullen@lancaster.ne.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 11/19/2018 11:07:25 AM<br>ID: a6b40569-478f-4e4d-8f10-50571abdd2aa | <b>COPIED</b> | Sent: 11/14/2018 11:06:29 AM<br>Viewed: 11/14/2018 11:10:55 AM |
|--|---------------|--|

|   |  |  |
|---|--|--|
| Cheri Ott<br>cheri.ott@nebraska.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 5/11/2018 8:21:20 AM<br>ID: 12402bee-9fa0-4f70-9db8-c08779da3597 |  |  |
|---|--|--|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
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| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
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|               |                  |                        |
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| Envelope Sent | Hashed/Encrypted | 11/14/2018 11:06:29 AM |
|---------------|------------------|------------------------|

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
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| Electronic Record and Signature Disclosure |
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## **CONSUMER DISCLOSURE**

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact Nebraska Department of Health & Human Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

**To advise Nebraska Department of Health & Human Services of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Nebraska Department of Health & Human Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Nebraska Department of Health & Human Services**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

|                    |   |
|--------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X   |
| Browsers:          | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:        | Acrobat® or similar software may be required to view and print PDF files  |
| Screen Resolution: | 800 x 600 minimum   |



|                            |                           |
|----------------------------|---------------------------|
| Enabled Security Settings: | Allow per session cookies |
|----------------------------|---------------------------|

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.