

PRESIDENT ROBAK: Thank you, Mr. Clerk.

CLERK: Madam President, Senator Brashear would move to amend Senator Chambers' amendment. Senator, I have AM2292 in front of me. Is that the one you wanted? (Amendment appears on page 2282 of the Legislative Journal.)

SENATOR BRASHEAR: Mr. Clerk.

PRESIDENT ROBAK: The Chair recognizes Senator Brashear to open on his amendment.

SENATOR BRASHEAR: Madam President, members of the body, AM2292 is very similar to Senator Beutler's amendment. I will explain in summary detail why the amendment is offered. First of all, the amendment endeavors to focus upon all the good that can, in my judgment, come out of this particular debate and exercise. Senator Chambers has brought to our attention the fact that the Legislature on behalf of the people has not established a policy with regard to contingent fee representation and agreements. The amendment would let that public policy statement by the Legislature stand. We have...we recognize that in the work of Maximus, while we heard Senator Wesely speak to his concerns about the process by which that contract was entered into, he also gave testimony to the fact that with the monies we are realizing under the Maximus contract are monies which the people of the State of Nebraska had not previously realized. We were not obtaining those results. It was by our opportunity to contract with Maximus that we were put in a position to, pardon the pun, maximize return to the people for their government. We are preserving by this amendment the Maximus contract because I would specifically underscore and emphasize the fact that this amendment would leave in place the concept of Senator Chambers with regard to contingent fee contracts but it is prospective only. The amendment does not have the emergency clause contained in Section 6 and, therefore, the opportunity for the existing Maximus contract or a newly negotiated contract and a more favorable rate to go forward and to be in place legally and enforceable would be provided. Also this amendment makes the Governor as the chief executive officer of the state responsible for reviewing, executing, taking responsibility for the execution of contingent fee contracts and has the added benefit, which I think maybe brings us back to where we all began, the added benefit of asking that he do or requiring that he do, he