

AG#
1607115

40631-04

CONTRACT

BETWEEN THE

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

JUST US KIDS

AMENDMENT THREE, AUGUST 2010

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **JUST US KIDS** (hereinafter "Contractor").

The Contract between the parties dated July 9, 2010 is hereby amended as follows:

Article I. A. **TERM AND TERMINATION** is amended to read:

A. Term. This Contract is in effect from July 1, 2009 to December 31, 2010.

Article II. A. **CONSIDERATION** is amended to read:

A. DHHS agrees to pay the Contractor the total amount not to exceed \$33,000.00 (thirty three thousand dollars) for the services specified herein.

Article V. **GENERAL PROVISIONS** is amended to add:

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.

All other terms and conditions remain in full force and effect.

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

FOR DHHS:


Signature

Nathan S. Busch
Administrator, Western Service Area
Department of Health and Human Services
Division of Children and Family Services

DATE: 8-23-2010

FOR CONTRACTOR:


Signature

Name
Title
Just Us Kids

DATE: 8/23/10

AB#
1607115

40631-04

CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND
JUST US KIDS
AMENDMENT TWO, MARCH 2010

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **JUST US KIDS** (hereinafter "Contractor").

The Contract between the parties dated July 9, 2009 is hereby amended as follows:

Article I. A. **TERM AND TERMINATION**: is amended to read:

A. TERM. This contract is in effect from July 1, 2009 until June 30, 2010.

Article II. A. **CONSIDERATION** is amended to read:

A. The DHSS agrees to pay the Contractor the total amount not to exceed \$24,000.00 (twenty-four thousand dollars) for the services specified herein.

All other terms and conditions remain in full force and effect.

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

FOR DHHS:


Signature

Nathan S. Busch
Administrator, Western Service Area
Department of Health and Human Services
Division

DATE: 3-29-10

FOR CONTRACTOR:


Signature

Just Us Kids

DATE: 4/5/2010

CFS

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1/20/11/15

40631-04

SERVICE CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
WESTERN SERVICE AREA**

AND

JUST US KIDS

AMENDMENT ONE, NOVEMBER 2009

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **JUST US KIDS** (hereinafter "Contractor").

The Contract between the parties dated July 9, 2009 is hereby amended as follows:

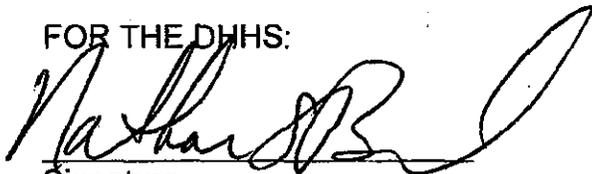
Article II. **CONSIDERATION** is amended to read:

- A. DHHS agrees to pay the Contractor the total amount not to exceed \$15,000.00 (fifteen thousand dollars) for the services specified herein.
- B. PAYMENT STRUCTURE. DHHS agrees to pay the contractor in accordance with the Child Care Provider agreement dated August 4, 2009 (which is incorporated herein and attached hereto as Exhibit A) after the provision of service, submission of billing and any required reports in accordance with the Nebraska Prompt Payment Act. DHHS reserves the right to withhold payment until required reports are received. No other charges may be submitted under the terms of the contract without prior approval and agreement with DHHS.

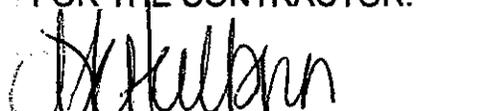
All other terms and conditions remain in full force and effect.

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

FOR THE DHHS:


Signature

FOR THE CONTRACTOR:


Signature

Name Nathan S. Busch
Title Administrator Western Service Area
Department of Health and Human Services
Division of Children and Family Services

Name
Title
Contractor name Just Us Kids

DATE: _____

DATE: 11/19/2009

N-Focus Org ID Number
58938402

Child Care Provider Agreement

Agreement Number1
263295231

This Agreement is entered into by and between the State of Nebraska, Department of Health and Human Services (hereinafter the "Department"), and the following child care provider "Just Us Kids" (hereinafter the "Provider").

This Agreement governs the provision of child care and child care related issues. This Agreement is also governed by Nebraska Department of Health and Human Services program manual, Nebraska Administrative Code (NAC) Titles 391, 392, and 480, the Nebraska Revised Statutes, which are incorporated herein as if fully set out; along with any and all attachments to this Agreement.

I. **Term of Agreement:** This Agreement shall be in effect from 09/01/09 – 08/31/10 at which time a new Agreement must be signed if service provision is to continue.

II. **Provider Information:**

- 1) Full legal name: Just Us Kids
- 2) Provider address: 624 West 20th Street Scottsbluff 69361
(Street) (City) (Zip code)
- 3) Provider mailing address, if different from location:
1505 Country Club Road Gering 69341
(Street) (City) (Zip code)
- 4) Provider telephone number:
308-632-6074
(Home) (Cell) (Work)
- 5) Location(s) of child care facility:
As Above
(Street) (City) (Zip code)
- 6) SSN or FID: 263-29-5231
- 7) Driver's license (State, Number, and expiration date): Not Applicable
(Proof of drivers license is not required if the Provider is not transporting children in care and does not have a driver's license.)

III. **Scope of Services by Provider:** The Provider agrees that for good and valuable consideration as described in Section IV, the Provider shall perform the following services and abide by the following provisions:

- 1) A secondary Agreement by an approved individual provider of service(s) under this Agreement is not allowed (this does not include substitute child care providers for emergencies or illness).
- 2) A secondary Agreement by an agency provider is _____, is not allowed under this Agreement. If allowed, the service(s) to be provided by the person(s) with a secondary Agreement is/are N/A.

The Provider named in Section II is responsible for the performance of any person(s) with a secondary Agreement.

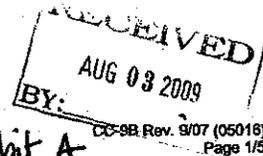
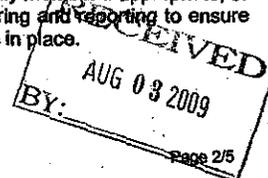


Exhibit A

- 3) The Provider agrees that the type of child care provided will be (Check one)
- In-Home
 License-Exempt Family Child Care Home
 Licensed Family Child Care Home I
 Licensed Family Child Care Home II
 Child Care Center
- 4) A full day of care means more than 5 hours and 59 minutes (6 hours) through 9 hours or longer if the child care program defines its day of care as longer than 9 hours.
- 5) The Provider defines an infant as a child from birth to 18 months; a toddler as a child from 18 months to 3 years; a preschool child as a child from 3 years and older who does not yet attend kindergarten; and a school age child as a child who attends kindergarten and above.
- 6) The Provider will not bill or provide child care to be paid through the Department before the start date on the authorization from the worker.
- 7) The Provider agrees to provide service only as authorized in accordance with the Department's standards as set out in this Agreement.
- 8) The Provider is an independent contractor and agrees that she/he is not providing services as an employee of the State of Nebraska, or of the Department.
- 9) Within 90 days of provision of services, the Provider shall submit Form HHS-5N, "N-FOCUS Health and Human Services Billing Document."
- 10) The Provider agrees to accept Department reimbursement as payment in full for the agreed upon service(s), unless the client is eligible on a sliding fee basis. The Provider will not charge clients the difference between this agreed upon rate and the private pay rate.
- 11) The Provider agrees not to charge the Department for the client's fee.
- 12) The Provider agrees to accept a rate which does not exceed the amount charged to private-paying individuals.
- 13) The Provider agrees to apply to clients of the Department of Health and Human Services the same standards applied to private-paying individuals.
- 14) The Provider agrees to retain financial and statistical records for four years to support and document all claims and allow federal, state, or local officials responsible for program administration and/or audit to review service records at any time.
- 15) The Provider agrees to maintain records regarding hours of care, and billing amounts.
- 16) The Provider agrees to permit federal, state, and local officials to monitor and evaluate the program by means such as inspecting the facility, observing service delivery, and interviewing the provider, or if an agency, the staff members, with or without notice.
- 17) The Provider agrees to keep current any state or local license required for service provisions.
- 18) The Provider agrees not to discriminate against any employee, applicant for employment, or Health and Human Services Program participant or applicant because of race, age, religion, sex, disability, ethnicity, or national origin.
- 19) The Provider agrees to understand and accept responsibility for the client's safety and property.
- 20) The Provider agrees to meet all standards pertaining to the service provided.
- 21) The Provider agrees to prohibit smoking within any part of an indoor child care facility. (This does not apply to child care provided in a provider's home or the child's home).
- 22) The Provider agrees to allow Central Registry checks on the Provider, a family member if appropriate, or if an agency, allow Department staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.



- 23) The Provider agrees to notify the appropriate Department case manager if a child(ren) does not attend the child care for three consecutive days.
- 24) The Provider will notify the Department worker if the Provider has a change of address, phone number, or someone moves into the household if care is being provided in the Provider's home.
- 25) The Provider is responsible for billing correctly.
- 26) The Provider will contact the Department within 24 hours or the next business day if she/he has any reason to believe she/he has received an overpayment.
- 27) The Provider understands the limitations on hours of care placed upon each client of the Department of Health & Human Services as outlined in the service authorization, and shall honor those limitations.
- 28) The Provider understands that she or he must bill in accordance with the terms of the Provider Agreement and billing in excess of services rendered will jeopardize the Provider Agreement and will require reimbursement to the Department.
- 29) The Provider understands that she or he may be subject to civil or criminal prosecution if it is determined that the Provider fraudulently billed for services.
- 30) The Provider agrees to provide accurate and complete information and notify his or her Resource Development worker of any changes that would impact the Child Care Subsidy Provider Agreement. The following are changes that need to be reported to the Resource Development worker within ten days:
 - a. Change in persons living in the Provider's home (if child care is provided in the Provider's home);
 - b. Any arrest, misdemeanor ticket other than a traffic violation, pending criminal charges, and any felony/misdemeanor convictions the Provider (or anyone in the home if child care is provided in the Provider's home);
 - c. Relocation to a new home (if child care is provided in the Provider's home) or to a new facility;
 - d. Selling and/or changing ownership of the child care business;
 - e. Any Child Protective and/or Adult Protective Service contacts (for any one in the home if child care is provided in the Provider's home);
 - f. Employment which would have an effect on provision of child care;
 - g. Change in phone number or discontinuation of phone service;
 - h. Hiring of new staff, if licensed as a Family Child Care Home II; and
 - h. Notification of any intentional Program Violations (IPV) with DHHS.

Failure to report any of the above changes to the Resource Development worker could result in the Child Care Subsidy Agreement being terminated.

IV. The child care will be provided as specified on the Provider Authorization and charges to the Department will be made within the following defined rates and using the identified service codes.

Child Care	Hourly Rate	Daily Rate
Infant (8903)	3.00	24.25
Toddler (6679)	2.75	21.50
Pre-School (9946)	2.75	21.50
School Age (3580)	2.75	21.50
Family In-Home (8775)		
Reduced rate for add'l children in the same household See attach.D		
Same Rate		
No Age Difference WEEKLY		

Other rate definitions than defined previously are indicated below:

RECEIVED
AUG 03 2009
BY: _____

Description	Service Code	Rate
Special Needs	3223	
Enrollment Fee	6529	15.00 per child per occurrence
Activity Fee	7964	

Waiver Only	Hourly Rate	Daily Rate
Disability Related Child Care (9704)		
Disability Related In-Home Child Care (2500)		
Transportation (5641)	Trip	

If additional space is needed to define rate agreement or additional policies, attach a separate page marked Attachment "B." Attachment B is incorporated by reference as if fully set out.

For providers providing care for foster children or children receiving subsidized guardianship or adoption subsidy only: The provider may bill for times when the child is not in attendance or not in attendance fulltime only if:

- 1) The provider is licensed;
- 2) The provider has written policies specifying that he or she charges private paying families by enrollment; and
- 3) The child attends the child care facility for a minimum of 30 hours a week.

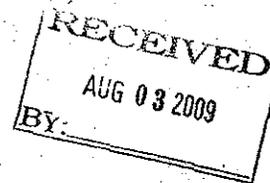
The provider is allowed to charge a maximum of one daily unit for a day when the child is not in care or is in care for less than six hours.

Other: _____

V. **Private Pay Rates:** The Provider's private pay rates are included in a separate page marked Attachment D. The Provider understands that payment will be the lower of:

- 1) The Department maximum; or
- 2) The Provider's private rates.

The Provider is responsible for providing a copy of his or her private pay rates whenever they change.



- VI. **Assignability:** The Provider agrees not to assign or transfer any interest, rights, or duties in this Agreement, i.e., no payment for authorized services made under this Agreement can go to anyone other than the service provider named in this agreement.
- VII. **Amendment:** Section II and IV of this Agreement may be amended upon the agreement and signature of both parties. The party requesting a change in the terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rates regulated by the Nebraska Department of Health and Human Services.
- VIII. **Cancellation:** Except as provided herein, either party of this Agreement may cancel this agreement for any reason upon submission of at least thirty (30) days advance written notice to the other party **TO ALLOW FOR ARRANGEMENT OF ALTERNATE SERVICE PROVISION FOR SERVICE CLIENTS.** The Department may waive the notice requirement when the Department determines the health or safety of a child is in jeopardy. Only such payments as have already accrued for services rendered prior to the effective dates of termination shall be made to the provider upon such termination.
- IX. **Confidentiality:** The Provider agrees that any and all information gathered in the performance of this Agreement, 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.
- X. **Breach of Agreement:** Should the Provider breach this Agreement, the Department may, at its discretion, terminate the agreement immediately or within 30 days upon written notice to the Provider. The Department shall pay the Provider only for such child care as had been properly completed and authorized by the Department. This provision shall not preclude the pursuit of other remedies for breach of agreement as allowed by law.
- XI. **Drug-Free Workplace:** The Provider hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines.
- XII. **Business Practices:** The Provider agrees to use sound business practices and obey all the laws of the State of Nebraska in conducting said business.
- XIII. **Overpayments and Right to Setoff:** The Department shall take reasonable steps necessary to promptly correct overpayments. The Department will send a demand letter allowing the Provider a choice of reimbursing all or part of the overpayment. If the Provider does not cooperate in a method of repayment of said overpayment, or does not respond within 30 days, the Department may reduce, or totally forfeit future claims of the Provider, for the same or different children, or from another service for which the Provider is getting payments from the Department.
- XIV. **Department Responsibilities:** The local office will determine eligibility for services and authorize appropriate services for individuals. The Provider must adhere to the authorized services. The local office will notify Providers of any changes to a client's eligibility or terms of services authorized. The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.
- XV. **Misleading or False Information:** The Department has the right to refuse to enter into a Provider Agreement or terminate an existing Provider Agreement if the Provider is found to have given misleading or false information to the Child Care Licensing Agency, or any other part of the Department of Health and Human Services System.
- XVI. I certify that I have read and understood the standards as stated and referenced in this Agreement and agree to comply with all terms and conditions of this Agreement.

XVII. I certify that I have received a Child Care Provider Handbook.

[Signature]
 Provider/Agency Representative

Parent or Legal Guardian signature (if required)

[Signature]
 Signature of Authorized Representative - Department of Health and Human Services

08/31/09
 Date (Month - Day - Year)

 Date (Month - Day - Year)

08-04-09
 Date (Month - Day - Year)





State of Nebraska
Dave Heineman, Governor

1600 10th Street Post Office Box 540 Gering NE 69341 308-436-6500

PRIVATE PAY RATE INFORMATION

For JUST US KIDS Agreement Period 9/01/09 - 8/31/10

Private pay clients pay the following rates: (Please complete even if you do not have private pay at this time)

	\$ Per Hour	\$ Per Day (defined 6-9 hrs)
Infant (zero to 18 months)	4. ⁰⁰	26. ⁰⁰
Toddler (19 months to 3 years)	3. ⁵⁰	23. ⁰⁰
Pre-school (3 years to 4 years)	3. ⁵⁰	23. ⁰⁰
School Age (5 years to 12 years)	3. ⁵⁰	23. ⁰⁰
Enrollment Fees	80 ⁰⁰ /yr	
Activity Fees	25 ⁰⁰ /year	

PROVIDER SIGNATURE [Signature]
DATE 8/12/09

CURRENT MAXIMUMS:

	Family Home I & II	Center
Infant-	2.25 hr/20.00 day	3.00 hr/24.25 day
Toddler-	2.25 hr/19.00 day	2.75 hr/21.50 day
Preschool-	2.25 hr/19.00 day	2.75 hr/21.50 day
School Age-	2.25 hr/19.00 day	2.75 hr/21.50 day

7/01/09 jd
RECEIVED
AUG 03 2009
BY:

AB#
1607115

40631-04

SERVICE CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES WESTERN SERVICE AREA**

AND

JUST US KIDS

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Western Service Area** (hereinafter the "Department"), and **Just Us Kids** (hereinafter the "Contractor").

PURPOSE. The purpose of this contract is for the provision of child care and child care related issues.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from July 1, 2009 until December 31, 2009.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

II. CONSIDERATION

- A. The Department agrees to pay the Contractor the total amount not to exceed \$4,999.00 (four thousand nine hundred ninety-nine dollars) for the services specified herein.
- B. PAYMENT STRUCTURE. The Department agrees to pay the Contractor in accordance with the Child Care Provider Agreement dated September 29, 2008 and effective September 29, 2008 through August 31, 2009 (which is incorporated herein and attached hereto as Exhibit A) after the provision of service, submission of billing and any required reports in accordance with the Nebraska Prompt payment Act. Department reserves the right to withhold payment until required reports are received. No other charges maybe submitted under the terms of this contract without prior approval and agreement of the Department.

III. SCOPE OF SERVICES

The Contractor agrees to perform the following services: Please see Exhibit A attached hereto which is fully incorporated herein. In addition to the conditions detailed in Exhibit A, this particular contract is restricted to the provision of services for Isaiah, Uriah, Aerianna, Enycia and Janessa Mata. The Department will pay for this childcare under the conditions that both Mary Mata and Hector Mata are either at work or taking one of these children to a medical appointment.

IV. DEPARTMENT RESPONSIBILITIES

The Department shall be responsible for the following: The Department agrees to make payment within a reasonable time after the provision of service, submission of billing and any required reports in accordance with the Nebraska Prompt payment Act. Department reserves the right to withhold payment until required reports are received.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.
2. The Contractor agrees to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *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 the Department 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 the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.
- B. AMENDMENT.** This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- C. ASSIGNMENT.** The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- D. AVAILABILITY OF FUNDING.** Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.
- E. BREACH OF CONTRACT.**
1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.
- F. **CONFIDENTIALITY.** The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- G. **CONFLICTS OF INTEREST.** In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.
- H. **DATA OWNERSHIP AND COPYRIGHT.** All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State Government purposes. This provision shall survive termination of this contract.
- I. **DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- J. **DOCUMENTS INCORPORATED BY REFERENCE.** All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- K. **DRUG-FREE WORKPLACE.** The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- L. **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.

M. **GOVERNING LAW.** This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

N. **HOLD HARMLESS.**

1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

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

P. **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.

Q. **NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.** Contractor acknowledges that Nebraska law requires the department to withhold Nebraska income tax if payments for personal services are made in excess of \$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

- R. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** The Contractor shall review the Nebraska Access Technology 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.
- S. **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 further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.
- T. **PROMPT PAYMENT.** Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.
- U. **PUBLIC COUNSEL.** In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

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

W. **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.

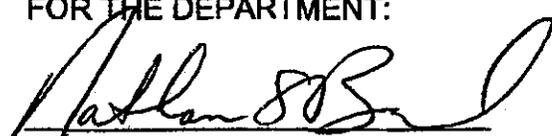
X. **SUBCONTRACTORS.** The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

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

FOR THE DEPARTMENT:
Name: Nathan S. Busch, Administrator
DHHS/Western Service Area
P.O.B. 540, Gering, NE 69341
Phone: 308.436.6559

FOR THE CONTRACTOR:
Name: _____
JUST US KIDS
624 W. 20th St., Scottsbluff, NE 69361
Phone: 308.632.6074

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

FOR THE DEPARTMENT:

Signature
NATHAN S. BUSCH
Administrator, Western Service Area

FOR THE CONTRACTOR:

Signature
Name: DK HEUBERT
JUST US KIDS

DATE: 7-9-09

DATE: 7/9/09

N-Focus Org ID Number

58938402

Child Care Provider Agreement

Agreement Number1
263295231

This Agreement is entered into by and between the State of Nebraska, Department of Health and Human Services (hereinafter the "Department"), and the following child care provider "Just Us Kids" (hereinafter the "Provider").

This Agreement governs the provision of child care and child care related issues. This Agreement is also governed by Nebraska Department of Health and Human Services program manual, Nebraska Administrative Code (NAC) Titles 391, 392, and 480, the Nebraska Revised Statutes, which are incorporated herein as if fully set out; along with any and all attachments to this Agreement.

I. **Term of Agreement:** This Agreement shall be in effect from 9/29/08 - 8/31/09 at which time a new Agreement must be signed if service provision is to continue.

II. **Provider Information:**

- 1) Full legal name: Just Us Kids (Kare Heilbrun)
- 2) Provider address: 624 West 20th Street Scottsbluff 69361
(Street) (City) (Zip code)
- 3) Provider mailing address, if different from location:
1505 Country Club Road Gering 69341
(Street) (City) (Zip code)
- 4) Provider telephone number:
308-632-6074
(Home) (Cell) (Work)
- 5) Location(s) of child care facility:
As Above
(Street) (City) (Zip code)
- 6) SSN or FID: 263-29-5231
- 7) Driver's license (State, Number, and expiration date): Not Applicable
(Proof of drivers license is not required if the Provider is not transporting children in care and does not have a driver's license.)

III. **Scope of Services by Provider:** The Provider agrees that for good and valuable consideration as described in Section IV, the Provider shall perform the following services and abide by the following provisions:

- 1) A secondary Agreement by an approved individual provider of service(s) under this Agreement is not allowed (this does not include substitute child care providers for emergencies or illness).
- 2) A secondary Agreement by an agency provider is _____, is not allowed under this Agreement. If allowed, the service(s) to be provided by the person(s) with a secondary Agreement is/are N/A.

The Provider named in Section II is responsible for the performance of any person(s) with a secondary Agreement.

- 3) The Provider agrees that the type of child care provided will be (Check one)
- | | |
|--|---|
| <input type="checkbox"/> In-Home | <input type="checkbox"/> Licensed Family Child Care Home II |
| <input type="checkbox"/> License-Exempt Family Child Care Home | <input checked="" type="checkbox"/> Child Care Center |
| <input type="checkbox"/> Licensed Family Child Care Home I | |
- 4) A full day of care means more than 5 hours and 59 minutes (6 hours) through 9 hours or longer if the child care program defines its day of care as longer than 9 hours.
- 5) The Provider defines an infant as a child from birth to 18 months; a toddler as a child from 18 months to 3 years; a preschool child as a child from 3 years and older who does not yet attend kindergarten; and a school age child as a child who attends kindergarten and above.
- 6) The Provider will not bill or provide child care to be paid through the Department before the start date on the authorization from the worker.
- 7) The Provider agrees to provide service only as authorized in accordance with the Department's standards as set out in this Agreement.
- 8) The Provider is an independent contractor and agrees that she/he is not providing services as an employee of the State of Nebraska, or of the Department.
- 9) Within 90 days of provision of services, the Provider shall submit Form HHS-5N, "N-FOCUS Health and Human Services Billing Document."
- 10) The Provider agrees to accept Department reimbursement as payment in full for the agreed upon service(s), unless the client is eligible on a sliding fee basis. The Provider will not charge clients the difference between this agreed upon rate and the private pay rate.
- 11) The Provider agrees not to charge the Department for the client's fee.
- 12) The Provider agrees to accept a rate which does not exceed the amount charged to private-paying individuals.
- 13) The Provider agrees to apply to clients of the Department of Health and Human Services the same standards applied to private-paying individuals.
- 14) The Provider agrees to retain financial and statistical records for four years to support and document all claims and allow federal, state, or local officials responsible for program administration and/or audit to review service records at any time.
- 15) The Provider agrees to maintain records regarding hours of care, and billing amounts.
- 16) The Provider agrees to permit federal, state, and local officials to monitor and evaluate the program by means such as inspecting the facility, observing service delivery, and interviewing the provider, or if an agency, the staff members, with or without notice.
- 17) The Provider agrees to keep current any state or local license required for service provisions.
- 18) The Provider agrees not to discriminate against any employee, applicant for employment, or Health and Human Services Program participant or applicant because of race, age, religion, sex, disability, ethnicity, or national origin.
- 19) The Provider agrees to understand and accept responsibility for the client's safety and property.
- 20) The Provider agrees to meet all standards pertaining to the service provided.
- 21) The Provider agrees to prohibit smoking within any part of an indoor child care facility. (This does not apply to child care provided in a provider's home or the child's home).
- 22) The Provider agrees to allow Central Registry checks on the Provider, a family member if appropriate, or if an agency, allow Department staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.

- 23) The Provider agrees to notify the appropriate Department case manager if a child(ren) does not attend the child care for three consecutive days.
- 24) The Provider will notify the Department worker if the Provider has a change of address, phone number, or someone moves into the household if care is being provided in the Provider's home.
- 25) The Provider is responsible for billing correctly.
- 26) The Provider will contact the Department within 24 hours or the next business day if she/he has any reason to believe she/he has received an overpayment.
- 27) The Provider understands the limitations on hours of care placed upon each client of the Department of Health & Human Services as outlined in the service authorization, and shall honor those limitations.
- 28) The Provider understands that she or he must bill in accordance with the terms of the Provider Agreement and billing in excess of services rendered will jeopardize the Provider Agreement and will require reimbursement to the Department.
- 29) The Provider understands that she or he may be subject to civil or criminal prosecution if it is determined that the Provider fraudulently billed for services.
- 30) The Provider agrees to provide accurate and complete information and notify his or her Resource Development worker of any changes that would impact the Child Care Subsidy Provider Agreement. The following are changes that need to be reported to the Resource Development worker within ten days:
 - a. Change in persons living in the Provider's home (if child care is provided in the Provider's home);
 - b. Any arrest, misdemeanor ticket other than a traffic violation, pending criminal charges, and any felony/misdemeanor convictions the Provider (or anyone in the home if child care is provided in the Provider's home);
 - c. Relocation to a new home (if child care is provided in the Provider's home) or to a new facility;
 - d. Selling and/or changing ownership of the child care business;
 - e. Any Child Protective and/or Adult Protective Service contacts (for any one in the home if child care is provided in the Provider's home);
 - f. Employment which would have an effect on provision of child care;
 - g. Change in phone number or discontinuation of phone service;
 - h. Hiring of new staff, if licensed as a Family Child Care Home II; and
 - h. Notification of any Intentional Program Violations (IPV) with DHHS.

Failure to report any of the above changes to the Resource Development worker could result in the Child Care Subsidy Agreement being terminated.

IV. The child care will be provided as specified on the Provider Authorization and charges to the Department will be made within the following defined rates and using the identified service codes.

Child Care	Hourly Rate	Daily Rate
Infant (8903)	3.00	22.50
Toddler (6679)	2.50	20.00
Pre-School (9946)	2.50	20.00
School Age (3580)	2.50	20.00
Family In-Home (8775)		
Reduced rate for add'l children in the same household See attach.D		
Same Rate No Age Difference WEEKLY		

Other rate definitions than defined previously are indicated below:

Description	Service Code	Rate
Special Needs	3223	
Enrollment Fee	6529	15.00 per child per occurrence
Activity Fee	7964	

Waiver Only	Hourly Rate	Daily Rate
Disability Related Child Care (9704)		
Disability Related In-Home Child Care (2500)		
Transportation (5641)	Trip	

If additional space is needed to define rate agreement or additional policies, attach a separate page marked Attachment "B." Attachment B is incorporated by reference as if fully set out.

For providers providing care for foster children or children receiving subsidized guardianship or adoption subsidy only: The provider may bill for times when the child is not in attendance or not in attendance fulltime only if:

- 1) The provider is licensed;
- 2) The provider has written policies specifying that he or she charges private paying families by enrollment; and
- 3) The child attends the child care facility for a minimum of 30 hours a week.

The provider is allowed to charge a maximum of one daily unit for a day when the child is not in care or is in care for less than six hours.

Other: _____

V. **Private Pay Rates:** The Provider's private pay rates are included in a separate page marked Attachment D. The Provider understands that payment will be the lower of:

- 1) The Department maximum; or
- 2) The Provider's private rates.

The Provider is responsible for providing a copy of his or her private pay rates whenever they change.

- VI. **Assignability:** The Provider agrees not to assign or transfer any interest, rights, or duties in this Agreement, i.e., no payment for authorized services made under this Agreement can go to anyone other than the service provider named in this agreement.
- VII. **Amendment:** Section II and IV of this Agreement may be amended upon the agreement and signature of both parties. The party requesting a change in the terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rates regulated by the Nebraska Department of Health and Human Services.
- VIII. **Cancellation:** Except as provided herein, either party of this Agreement may cancel this agreement for any reason upon submission of at least thirty (30) days advance written notice to the other party **TO ALLOW FOR ARRANGEMENT OF ALTERNATE SERVICE PROVISION FOR SERVICE CLIENTS.** The Department may waive the notice requirement when the Department determines the health or safety of a child is in jeopardy. Only such payments as have already accrued for services rendered prior to the effective dates of termination shall be made to the provider upon such termination.
- IX. **Confidentiality:** The Provider agrees that any and all information gathered in the performance of this Agreement, 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.
- X. **Breach of Agreement:** Should the Provider breach this Agreement, the Department may, at its discretion, terminate the agreement immediately or within 30 days upon written notice to the Provider. The Department shall pay the Provider only for such child care as had been properly completed and authorized by the Department. This provision shall not preclude the pursuit of other remedies for breach of agreement as allowed by law.
- XI. **Drug-Free Workplace:** The Provider hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines.
- XII. **Business Practices:** The Provider agrees to use sound business practices and obey all the laws of the State of Nebraska in conducting said business.
- XIII. **Overpayments and Right to Setoff:** The Department shall take reasonable steps necessary to promptly correct overpayments. The Department will send a demand letter allowing the Provider a choice of reimbursing all or part of the overpayment. If the Provider does not cooperate in a method of repayment of said overpayment, or does not respond within 30 days, the Department may reduce, or totally forfeit future claims of the Provider, for the same or different children, or from another service for which the Provider is getting payments from the Department.
- XIV. **Department Responsibilities:** The local office will determine eligibility for services and authorize appropriate services for individuals. The Provider must adhere to the authorized services. The local office will notify Providers of any changes to a client's eligibility or terms of services authorized. The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.
- XV. **Misleading or False Information:** The Department has the right to refuse to enter into a Provider Agreement or terminate an existing Provider Agreement if the Provider is found to have given misleading or false information to the Child Care Licensing Agency, or any other part of the Department of Health and Human Services System.
- XVI. I certify that I have read and understood the standards as stated and referenced in this Agreement and agree to comply with all terms and conditions of this Agreement.

XVII. I certify that I have received a Child Care Provider Handbook.

 Provider/Agency Representative

9/8/08

 Date (Month - Day - Year)

 Parent or Legal Guardian signature (if required)

 Date (Month - Day - Year)

 Signature of Authorized Representative – Department of Health and Human Services

9-29-08

 Date (Month - Day - Year)