AB# 521135

49114-04

RESIDENTIAL SAFETY CONTRACT

BETWEEN THE

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

HEARTLAND FAMILY SERVICE JEFFERSON

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 **Heartland Family Service Jefferson, 437 Jefferson Road, Fremont Nebraska 68025** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is to provide Residential Safety services for wards of the State of Nebraska.

I. TERM AND TERMINATION

A. TERM. This contract is in effect from July 1, 2011 until June 30, 2012.

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 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 contract immediately.

II. CONSIDERATION

A. The Department agrees to pay the Contractor **$137.00 per youth per day** upon placement by the Child and Family Services Specialist.
B. The Department agrees the Contract a maximum amount not to exceed **$600,000.00**.
C. DHHS agrees to pay the Contractor for non medical transportation services provided for youth to community services beyond a 25-mile radius as authorized by the CFS Specialist. The rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies, which are in effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manual.
D. The Contractor will access the Medicaid Transportation Broker to arrange transportation for medical transportation. If a state ward youth is not Medicaid eligible (not legally in the US), the Contractor is responsible for medical transportation within the 25-mile radius and DHHS agrees to pay the Contractor for medical transportation services provided for youth to medical services beyond a 25-mile radius. The Department further agrees to make payment in conformance with the Nebraska

Prompt Payment Act after the provision of care, the submission of billing, and the submission of required reports.

E. The Department reserves the right to withhold payment until required reports are received.

F. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this Contract without prior approval and agreement of the Department.

G. The Contractor agrees not to accept payment from the family of the youth unless an established part of the Department's case plan includes a fee for services.

H. Billing Procedure: The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the receipt of the Departments authorization. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid

III. SCOPE OF SERVICES

A. PROGRAM STANDARDS

Standards shall include the following:

The facility shall provide a safe, nurturing environment for the youth, and shall provide structure around basic daily living activities such as personal care, house rules, school, and interaction with peers and adults. Methods of interaction could include redirection, positive reinforcement, and natural and logical consequences.

1. Admission Standards: The Contractor shall accept and serve all youth who are referred to them by the Department. This acceptance and continuing commitment to serve and protect is unconditional on each youth's diagnosis, history, and presenting problems or behaviors, unless the youth's characteristics meet the following limited exceptions:
   a) acute mental or physical illness requiring approved out-of-home treatment authorized by Medicaid or Medicaid Managed Care; or
   b) behaviors requiring removal from the facility as determined by law enforcement and/or the courts.
2. Service Standards:
   a) Family Involvement Standards

      All contacts with the youth's family are to be made in accordance with plans approved by the Department. The facility shall involve the youth's family, as directed by the Child and Family Services Specialist, in the following ways:
      (1) by providing a setting for family visits which includes intermittent monitoring of the youth's safety,
      (2) by assisting with the coordination of family visits in the family home,
      (3) by coordinating other family contacts,
      (4) by providing the family with orientation to the facility and program,
      (5) by including the family in developing and implementing the service plan, and,
      (6) by integrating the family into the care of the youth through regular communication and informal consultation which may include but not be limited to activities such as:
         (a) family meetings,

(b) teaching of specific behavior management techniques,
(c) parent education, and
(d) parent support groups.

b) Safety Standards
(1) The Department agrees to share information about each youth prior to and during placement. This includes known risk and safety information, relevant health and background facts, and on-going case information.
(2) The Department and Contractor shall plan and develop services to be provided to the youth to insure safety for the youth and others.
(3) The Contractor shall ensure that youth are safe while in their care. The Contractor may utilize additional staff when at least one youth in placement meets one of the following criteria:
(a) a youth requires supervision that may include physical intervention,
(b) a youth exhibits assaultive, disruptive, or aggressive behaviors,
(c) a youth engages in significant property destruction,
(d) a youth is unresponsive to verbal redirection,
(e) a youth presents a danger regarding sexually assaulting others based on recent history,
(f) a youth requires monitoring for possible suicidal or self-harming behaviors, or
(g) a youth has special medical needs such as a disability that requires additional supervision but that does not require approved out of home treatment.
(4) The Contractor agrees to allow community treatment providers access to youth that have been authorized by practitioners to receive treatment services through Medicaid or Medicaid Managed Care.
(5) The Department may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, significant destruction of the facility, or other causes determined by the Department to be in the best interest of the youth.
(6) In cases where the Contractor believes the continued care of a youth places either that youth, another youth residing in the shelter facility, or a staff member in the shelter facility at imminent risk of being harmed, the Contractor shall take action to provide for the safety of the youth. The Contractor shall contact the and the Child and Family Services Specialist or designee shall review the case specifics within twenty four (24) hours for review of actions and next steps, and shall agree on a service plan within the shelter facility that shall meet the needs of the youth and shall ensure the safety needs of all youth and staff in the facility.
(7) The Contractor shall report any suspected abuse and neglect concerns to the Department's Hotline 1-800-652-1999.

c) Education Standards
(1) The Contractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into the shelter, when the school is within a 25-mile radius of the facility.

(2) For youth suspended from, expelled from, or not enrolled in school, the Contractor shall provide or arrange for structured educational and or vocational activities (i.e., structured homework time, additional reading and writing activities, independent study assignments and independent living skills).

(3) The facility shall provide assistance with homework, or arrange for the provision of additional assistance as needed.

(4) The Contractor shall provide each youth with the minimum school supplies required by each school. The facility shall maintain regular contact with school to monitor the youth's progress. If the Contractor operates a school, or a school is located in the facility, the Contractor agrees to comply with NE State Department of Education's Rule 18.

d) Recreation Standards

(1) The Contractor shall make every effort to provide planned, structured, age appropriate recreational activities in a community setting at least once a week. Individual youth unable to participate in community activities because of Child and Family Services Specialist documented community safety or other safety issues shall have planned, structured and age appropriate recreational opportunities within the facility.

(2) The Contractor shall maintain a record of those activities. These activities will encourage the youth to be reintegrated into the community with the goals of improving social skills and interpersonal relationships. The Contractor assumes all costs associated with these activities.

e) Medical Standards

(1) Emergency Medical Services

(a) The Contractor is hereby authorized and required to obtain all necessary emergency medical care for youth placed in their Facility. When emergency medical care is obtained for a youth, the Contractor shall notify the Child and Family Services Specialist or designee.

(b) If the emergency is of a psychiatric nature, which may necessitate hospital admission, the Contractor shall contact the Child and Family Services Specialist or designee immediately.

(2) Non-emergency Medical Services

(a) For non-emergency medical care, the Contractor shall obtain prior authorization for all youth prior to allowing a youth to receive non-emergency medical care, from the Child and Family Services Specialist or designee. Non-emergency medical care shall include but is not limited to:

(i) routine or elective medical examinations,

(ii) routine or elective medical tests,

(iii) routine or elective medical procedures, and,

(iv) any non-urgent medical care that can safely be delayed until Child and Family Services Specialist is contacted to give informed consent for medical care.

(3) The Contractor agrees to assist the Child and Family Services Specialist in accessing appropriate mental health services.

(4) The Contractor shall utilize Medicaid and Medicaid Managed Care approved medical and mental health providers as agreed upon by the Department.
(5) The Department is responsible for all prescription costs not covered by Medicaid or Medicaid Managed Care.
(6) The Contractor shall document all medical contact, emergency and non-emergency, in one location in the youth's case record.
(7) Medication Policy -The Contractor shall be responsible for developing a Medication Policy identifying how the agency shall handle the provision of medication to youth in their care. The Contractor must provide to the Department within thirty (30) days of execution of this Agreement the Medication Policy to be used by their facility. Notice of any changes to the medication policy must be submitted immediately to the Service Area Contract Liaison or designee. The facility shall coordinate medical services, and monitor medication and health care needs.
(8) The Contractor agrees to maintain an individual Medication Log for each youth residing in the Contractor's care. The Medication Log shall include:
(a) The youth's name,
(b) The name of medication given,
(c) The date, time, dosage, route of each provision, schedule for provision, any refusal by the youth, and person's name who provided the medication, and,
(d) The youth's medication allergies and sensitivities, if any.
(9) The Medication Log shall be made available to the Service Area Contract Liaison, Child and Family Services Specialist or designee upon request. The Contractor shall document the information listed below in the case record at Intake and Discharge:
(a) the medication(s) needs of the youth,
(b) medication(s) prescribed to the youth while in the Contractor's care,
(c) the individual receiving medications for the youth, and,
(d) the individual to whom the medications for the youth were discharged.

3. Transportation Standards:
(a) The Contractor agrees to provide transportation for youth to services within a 25-mile radius at no additional cost to DHHS. This includes but is not limited to transporting youth to:
(i) activities and community services,
(ii) court hearings and legal appointments,
(iii) family visits, and
(iv) the school where the youth is currently enrolled.
(b) The Contractor may agree to provide transportation services beyond a 25-mile radius for youth. If so, prior authorization by DHHS is necessary and reimbursement shall be at a rate established by DHHS.
(c) The Contractor agrees to access the Medicaid Transportation Broker to arrange transportation to access medical appointments.
(i) If state ward youth are not Medicaid eligible, the Contractor is responsible to provide medical transportation service within a 25 mile radius and the Contractors may agree to provide

transportation services beyond a 25-mile radius with prior authorization by DHHS and reimbursement shall be at a rate established by DHHS. This includes but is not limited to transportation youth to:

(ii) therapy visits, and

(iii) doctor appointments.

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

f) Personal Needs Standards

The Contractor is responsible for providing food, personal grooming items, and clothing for each youth.

(1) Clothing and Personal Items

(a) The Contractor agrees to complete an inventory on all youth that enter the facility. This inventory will document all personal belongings of the youth at the time of admittance. The inventory shall be dated and signed by the Contractor and youth, and by their parents and the Child and Family Services Specialist if available.

(b) The Contractor is responsible for updating the inventory.

(c) The Child and Family Services Specialist shall assess, in conjunction with the Contractor, the youth's clothing needs. After the determination of need and the length of time the youth will be out of home, along with other factors, the Child and Family Services Specialist may provide for clothing up to the recommended clothing allotment. Clothing is expected to be appropriate, in reasonable shape, and to fit the youth. The recommended clothing allotment includes:

(i) Socks - 7 pair

(ii) Underwear - 7 pair

(iii) Bras (girls) - 3

(iv) Pants / shorts (seasonal) – 5

(v) Shirts – 5

(vi) Seasonal Coat – 1

(vii) Shoes - 2 pair

(d) The Child and Family Services Specialist may authorize an amount of money to bring the youth's inventory up to the recommended clothing allotment.

(e) The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by the youth under the Contractor's care in order to prevent the theft, damage, or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment against the Contractor.

(2) Food

The Contractor must provide each youth with a nourishing, palatable, well-balanced diet that meets the daily nutritional special dietary needs of each youth. In the event that a Contractor contracts for the services of an outside food service management company, the Contractor remains responsible for compliance with the nutritional and dietary requirements. Special dietary

needs of youth shall be met if medically prescribed. The Contractor must provide at least three (3) meals daily, at regular times comparable to normal mealtimes in the community. The Contractor shall be required to provide an afternoon snack.

(3) Personal Grooming

The facility shall provide each youth with personal grooming supplies. Such items include but are not limited to:

(a) Soap
(b) Shampoo
(c) Deodorant
(d) feminine hygiene products
(e) toothpaste
(f) toothbrush
(g) comb
(h) basic haircuts with parent's permission or that of the legal guardian

g) Plan Development

The Contractor recognizes and reaffirms the Departments ongoing responsibility for the youth and the long term case planning.

(1) Service Plan -The Contractor agrees to prepare a Service plan of care for all youth that are in the shelter facility for more than five days. The plan of care shall include but not be limited to:

(a) orientation to the facility,
(b) behavior management,
(c) education,
(d) visitation,
(e) medical services / prescriptions, and,
(f) a safety plan.

The Contractor agrees to continue services until a revision of the youth's Department case plan is implemented.

(2) Discharge Plan

(a) The Contractor agrees to assist the Child and Family Services Specialist and the family with developing a discharge plan that meets the needs of the youth and the family. This discharge plan shall be prepared by the Child and Family Services Specialist and shall include recommendations for future services and other recommendations that support the return of the youth to an alternative setting, ensuring a smooth transition for the family.

(b) The Contractor agrees to review placement information with the youth prior to discharge when this information is available, and to help prepare the youth for next placement.

(c) Upon request of the Child and Family Services Specialist, a discharge summary shall be provided by the Contractor within seven (7) working days of completion of the service.

h) Special Needs

When serving youth that have disabilities (hearing, visual, physical) and or language barriers, the Contractor agrees to:

(1) To provide, arrange and pay for staff or training for staff to meet the needs of the youth and his or her family,
(2) To contact community providers and arrange for service provision for the youth and his or her family,
(3) To recruit bilingual staff to serve the youth and his or her family.

i) Special equipment needed by a youth, such as a soundboard, TDD, hearing aides, etc. should be purchased through Medicaid for Medicaid Managed Care, or through community and/or public agencies. Only when these means fail can the Department be approached for payment. All equipment purchased by the Department shall be the property of the Department and the youth, therefore, when the youth leaves the facility, the equipment shall follow the youth.

j) Discharge Procedures
(1) The Contractor agrees not to transfer the youth to any other facility or other placement without the authorization of the Department. At the time of discharge, the Contractor shall provide a copy of the written inventory to the next placement, parent, Child and Family Services Specialist, or guardian.
(2) The Contractor shall ensure that all personal belongings of the youth are returned to the youth or to the Child and Family Services Specialist upon discharge, or as soon thereafter as practicable. The Contractor shall not be held responsible for the personal belongings of youth left at the shelter center for more than thirty (30) days after the youth's discharge date, unless other arrangements have been made with the youth's Child and Family Services Specialist. Thirty days after discharge, the Contractor, at its own discretion, may discard personal belongings appropriately in cases where the Contractor has not been able to successfully return the belongings to the parent, youth or to the Child and Family Services Specialist.
(3) The Contractor is responsible for discharging the youth with at least the clothing listed on the admission form or the most recent updated inventory, and any items purchased during the youth's stay.

B. ADMINISTRATIVE STANDARDS.

The Contractor acknowledges that this program exists in a neighborhood and community, and agrees to make every effort to work cooperatively with neighbors to ensure the success of the facility. The Contractor shall describe in detail the strategies that will be used within their neighborhood and community within Attachment A of this Contract.

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

1. Required Reports

a) Service Care Plan: Upon request the Contractor shall submit a service care plan to the Child and Family Services Specialist within three (3) working days of the request and in a manner and format approved by the Department.

b) Progress Notes: The Contractor agrees to document the progress of the youth and the youth's family on stated goals a minimum of once per week. Progress notes should include, but are not limited to:

(1) documentation of the youth's displayed behaviors
(2) critical incidents
(3) all medication dispensed.

c) Critical Incidents: The Contractor shall immediately report (verbally) to the Child and Family Services Specialist all changes which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc.).

d) Upon request of the Child and Family Services Specialist, the Contractor shall prepare a discharge summary for each youth, and submit it to the Child and Family Services Specialist within seven (7) working days of the completion of services.

3. Personal Funds of Youth: When the Contractor is holding, safeguarding, or handling the personal funds of a youth being cared for in the Contractor's facility, individual records as to such funds must be kept. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:
   a) Youth's name,
   b) Identification of youth's guardian,
   c) Admission date,
   d) Date and amount of each deposit or withdrawal,
   e) Name of person accepting withdrawn funds, and,
   f) Balance after each transaction

   The contractor shall return to the youth or legal guardian all monies remaining in the youth's account within fourteen (14) days of discharge if the PSW isn't present at discharge.

   The Contractor shall be liable in the event of loss or theft, for all resident youth's funds retained by the Contractor for holding, safeguarding, or handling.

   Co-mingling of funds is prohibited. The Contractor shall keep any resident youth's funds received for holding, safeguarding, or handling separate from any funds of the Contractor, or from those funds of any person other than another youth in residence at the Contractor's facility or home.

4. Staff Standards:

   a) Background Checks
      (1) The Contractor agrees to conduct a National Criminal History Check on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract.
      (2) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:
         (a) The Sex Offender Registry maintained by the Nebraska State Patrol.
         (b) The Nebraska Child abuse and Neglect Central Register.
         (c) The Nebraska Adult Abuse and Neglect Central Register

(3) The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

(4) The Contractor agrees to perform out-of state background check on all newly hired employees, interns, and volunteer who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

(5) If a background check results in a record being identified, the Contractor shall develop a process to review and determine if they want to request Department approval to hire said employee. Requests for an exception shall be made in writing to the Service Area Contract Liaison and will included the name and background information, along with supporting documentation form the Contractor as to why they believe that such person does not pose a threat to children or families. The Contractor shall utilize the criteria set forth in DHHS Policy 390 NAC 7-004.02d 2 and 3 when a background record is identified. The Department shall have 45 days to respond to such an exception. All documentation related to the process is maintained in the contractor's staff personnel records.

(6) Current Employees. The Contractor shall complete background checks every two (2) years for all current employees. If a current employee residing in a state, other than Nebraska, and that state does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a national, state and local criminal background check. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

(7) All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

(8) <u>All staff providing transportation services</u> to children and families shall:

- (a) Be at least 19 years of age;
- (b) Possess a current and valid driver's license;
- (c) Have no more than 3 points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive;
- (d) Currently have no limitations that would interfere with safe driving;

(e) Use seat belts and child passenger restraint devices as required by law;
(f) Not smoke while transporting the client;
(g) Not transport the client while under the influence of alcohol or any drug that impairs the ability to drive safely;
(h) Not provide transportation if s/he has a communicable disease which may pose a threat to the health and well-being of the client;
(i) Complete a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency; and
(j) Have and maintain the minimum automobile liability and medical insurance coverage as required by law.

(9) Staff Supervision: Supervision for direct youth care workers shall be one supervisor per twelve full-time equivalents.

(10) Staff Training: All staff having direct contact with youth must have twenty-four (24) hours of pre-service training, plus fifteen (15) hours of ongoing training per year on topics related to direct care of youth in placement.

The twenty-four (24)hour pre-service training curriculum shall include training in a variety of suggested topic areas, including, but not limited to the following:

(a) CPR for one year certificate,
(b) First Aid for three-year certificate,
(c) Medication Management,
(d) Appropriate life stage development, including physical, emotional, and psychological growth and development,
(e) Universal precautions for blood born pathogens and infection control
(f) De-escalation and aggression control techniques, and physical intervention protocol,
(g) Suicide prevention and/or intervention,
(h) Requirements for recognizing and reporting child abuse and neglect,
(i) Recognition of substance abuse issues,
(j) Cultural Competency.

The training topic list above is not meant to be all encompassing. For the fifteen (15) hours of ongoing training required by the Contract, staff may be given additional training on the ten topic areas listed above or may be trained in other topics directly related to Emergency Shelter Center Services.

5. Direct Care Staff / Youth Ratio: The Direct Care staff to youth ratio shall be a minimum of:
   a) 1:6 during awake
   b) 1:12 during sleep hours.
   Overnight awake staff is required.

6. Conflict Resolution: Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the Service Area Contract Liaison or designee.
7. Overpayments: Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor shall notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all amounts overpaid. The Department shall offset overpaid amounts by withholding or reducing future payments.
8. Tobacco Smoke Prohibited: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to youth under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for youth as defined by the Act.
   The Contractor shall prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this Contract.
9. Insurance: The Contractor shall maintain the following types of insurance for the duties performed under this Contract:
   a) General liability,
   b) Workers Compensation, as required by Nebraska law,
   c) Automobile, both non-owned and hired car,
   d) Professional liability,
   e) Errors and omissions, if applicable to the duties performed under this Contract, and,
   f) Premises and property.

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

current, valid driver's license.

10. Release Of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newsletters etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.
11. HIV TESTING PROHIBITIED: The Department does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from the Child and Family Services Specialist or designee. When consent is obtained, testing must be performed according to written Department policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirement for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and the Service Are Contract Liaison or designee shall jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible.
    When informed consent is requested for such Contractor staff exposure, the Service Area Contract Liaison or designee shall request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that the Child and Family Services Specialist or designee hall be notified of the results of such confidential testing.

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 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.

5. The above provisions shall survive termination of the contract.

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 continue 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. 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.

J. 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.

K. 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.

L. 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.

M. FEDERAL FINANCIAL ASSISTANCE. The Contractor will 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.

N. 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.

O. 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.

P. 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.

Q. HOLD HARMLESS.

1. The Contractor shall defend, indemnify, 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.

3. The above provisions shall survive termination of the contract.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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

W. 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.

X. 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 US 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.

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

Automated Clearing House (ACH) Enrollment Form Requirements for Payment. The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form:
http://www.das.state.ne.us/accounting/nis/address_book_info.htm

Z. 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 provision 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. This provision shall survive termination of the contract.

AA. 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. This provision shall survive termination of the contract.

BB. 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.

CC. 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.

DD. 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
DHHS
P.O. Box 95026
Lincoln Nebraska 68509

FOR CONTRACTOR:

_____
_____
_____
_____

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:

Kerry T. Winterer, CEO
Department of Health and Human Services

DATE: 7/29/2011

FOR CONTRACTOR:

PRESIDENT & CEO
Title

DATE: 6/29/11