NG# 3438050

49139-04

AMENDMENT TO AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

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

NOVA THERAPEUTIC COMMUNITY

AMENDMENT ONE, JULY 2011

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 **1941 South 42nd Street, Suite 328, Omaha Nebraska 68105** (hereinafter "Contractor").

The Contract between the parties dated July 1, 2011 is hereby amended as follows:

Article III.H.6 is amended to read:
In the Northern Service Area the ratio of supervision of the foster homes by the Foster Care Specialist shall be determined within the agency with consideration given to the experience and capability of the worker and the number of children placed in the home on each tier.

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

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

DATE: 6/22/2011

FOR CONTRACTOR:

Signature

Executive Director
Title

DATE: 6-28-11

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AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

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

NOVA THERAPEUTIC COMMUNITY INC

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 **Nova Therapeutic Community Inc, 1941 South 42nd Street, Suite 328, Omaha Nebraska 68105** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is to provide Agency Supported Foster Care services for wards of the State of Nebraska and families of non court involved cases.

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. Total Payment. DHHS shall pay the Contractor a total amount not to exceed **$1,500,000.00** for the services specified herein.
   1. The Department agrees to pay the Contractor **$69.00 per day per youth for Level 3** for Agency Supported Foster Care for those youth that receive a score of 50 points or higher on the Foster Care Payment Determination Checklist.
   2. The Department agrees to pay the Contractor **$43.00 per day per youth for Level 2** for Agency Supported Foster Care for those youth that receive a score of 25 through 49 points on the Foster Care Payment Determination Checklist.
   3. The Department agrees to pay the Contractor **$32.00 per day per youth for Level 1** for Agency Supported Foster Care for those youth that receive a score of 0 through 24 points on the Foster Care Payment Determination Checklist.
   4. The Department agrees to pay the Contractor a bed hold fee equal to the per diem cost of care of the absent youth for a maximum of five (5) days per

occurrence when the bed hold has been **approved** by the Child and Family Services Specialist (CFS) in writing. Bed holds over five (5) days in duration must be approved in writing by the Service Area Administrator or their designee.

5. The Department agrees to pay the Contractor **$69.00 per day per youth** for Agency Supported Emergency Foster Care for a maximum of 7 calendar days from the date of placement. The Department further agrees to pay the Contractor at the rate determined by the Foster Care Payment Determination Checklist beginning on the eighth day from the date of placement and continuing for all subsequent days in placement.
6. The Department agrees to pay the Contractor **$10.00 per hour** up to a maximum of six (6) hours for Agency Supported Respite Care. Partial hours of service shall be billed as follows:
   a. 1-15 minutes to be billed as .25 hours,
   b. 16-30 minutes to be billed as .5 hours,
   c. 31-45 minutes to be billed as .75 hours,
   d. 46-60 minutes to be billed as 1 hour.
7. For Respite Care services provided in excess of six hours through 24 hours the Department agrees to pay the Contractor **$60.00 per youth for each subsequent 24 hour period.**

III. SCOPE OF SERVICES

A. Services:

1. The Contractor agrees to provide Agency Supported Foster Care for youth that DHHS has referred to the Contractor in licensed foster homes, approved relative foster homes, and approved child specific homes. The Contractor is responsible for on-going foster parent recruitment, training, licensing and relicensing of foster homes and 24-hour support of foster parents.

2. Agency Supported Foster Care services must be: community based, family focused, culturally competent, and developmentally appropriate.

3. The Contractor agrees that for valuable consideration provided by the Department the Contractor shall provide Agency Supported Foster Care services to youth who are referred by DHHS.

4. Agency Supported Foster Care services shall be available to youth, age eighteen (18) and younger that are unable to reside safely with their families at the time of referral, but are able to live in a family-like setting.

5. Agency Supported Emergency Foster Care placements are provided to youth that require immediate out of home placement because of safety concerns in their family home or because of a disrupted placement.

6. Agency Supported Respite Care is provided for youth whose relative caregiver or licensed foster parent requires a temporary break. Respite Care may be required on an emergency basis or may be pre-planned.

B. **Program Standards**

1. Agency Supported Foster Care Requirements
   The total number of youth cannot exceed foster care licensing standards. Agency Supported youth and their siblings shall be placed in the same home unless the CFS Specialist determines that it is not in the youth's best interest.
2. Agency Supported Foster Care
   The Agency Supported Foster Parents shall be available to provide consistent behavior management and supervision based upon individualized needs of each youth.
3. Referral Standards: The Contractor shall notify the Department of acceptance or denial within five (5) working days from the receipt of the Common Information and Referral Form. If the referral information is incomplete, the Contractor must notify the referral source within two (2) working days of receiving the referral. Upon the acceptance of the referral, the Contractor shall provide the earliest available date for placement to the referral source.
4. Admission Standards: The Contractor agrees to serve youth whose behaviors and characteristics might include but are not limited to the following:
   a. socially inappropriate behaviors,
   b. reactive attachment disorder,
   c. fetal alcohol syndrome,
   d. developmental delay,
   e. history of sexually aggressive behavior,
   f. inappropriate sexual behavior including sexual acts displayed in public or in front of others,
   g. physically aggressive behavior,
   h. Use of profane, vulgar, or curse words toward peers, caregivers, and authority figures,
   i. frequent and chronic school absences, deliberate missing of school, refusal to attend school, expelled from school, suspended from school, disruptive, disorderly, or aggressive behavior in school, all resulting in failed coursework,
   j. Illegal behaviors such as stealing, shoplifting, vandalism, defacing property, deliberate property damage,
   k. cruelty to animals,
   l. disorderly behavior,
   m. law violations,
   n. alcohol and substance abuse, including the use of illegal drugs and inhalants, and the misuse of prescription drugs,
   o. use of tobacco products,
   p. on parole or probation.
5. <u>Support and Stabilization:</u>
   a. The Contractor shall insure that support is provided to the level that insures individualized outcome for each youth in care. Support for each youth must lead to the outcomes of permanency, placement stability, safety, and well-being. Strategies to meet the outcomes must be identified in the Comprehensive Service Plan.

6. Levels of Care
   a. Level 1
      1) Face to Face contact with the youth or foster family will be as needed.
      2) A minimum of two (2) contacts per month with youth or foster parents. This support may be by phone, e-mail, or face to face. Contact at Family Team Meetings is included.
      3) The Contractor agrees to attend all the Family Team Meetings for youth in their care.
   b. Level 2
      1) The minimum number of Face to Face contacts is one (1) time per month with the youth. This meeting must be in the foster home.
      2) A minimum of two (2) contacts per month with the foster family with one (1) visit being face to face and the rest may be by phone or e-mail. Contact at Family Team Meetings may be included.
      3) The Contractor agrees to attend all the Family Team Meetings for youth in their care.
   c. Level 3
      1) The minimum number of Face to Face contacts with the youth will be two (2) times per month with one (1) face to face contact being in the foster home.
      2) A minimum of one (1) contact per week with the foster family will occur with at least one (1) contact being face to face each month and the rest may be by phone or e-mail. Contact at Family Team Meetings is included.
      3) The Contractor agrees to attend all the Family Team Meetings for youth in their care.
7. Contractor staff shall provide 24-hour crisis intervention to stabilize and maintain the placement.
8. Respite care provided to youth in Agency Supported Foster Care shall be provided at no additional cost to the Department. Respite care is not considered a placement and can be provided in unlicensed homes provided the required background checks have been completed. Respite care that exceeds ten (10) days must be approved in writing by the Service Area Administrator or designee. This care shall be provided at no additional cost to the Department. Intermittent respite care provided by relatives or friends of the foster family or youth does not require licensure of the provider, but background checks are to be completed.
9. Contractor responsibility for unsupervised visits outside of the facility is limited to transporting the youth to and from the visit within a twenty-five (25) mile radius.

C. **Agency Supported Emergency Foster Care**

The Contractor shall provide Emergency Foster Care services.

1. Referral Standards:
   a. The Contractor shall accept Emergency Foster Care referrals and serve youth 24 hours a day, seven (7) days a week. The Contractor shall notify the

Department of acceptance, denial or report progress on locating a placement within one (1) hour from receipt of the referral.

b. The Contractor shall not provide Emergency Foster Care services for youth that are currently receiving Agency Supported Foster Care or Agency Supported Respite Care services by said Contractor.

2. Admission Standards:
   a. The Contractor shall accept and serve youth in Emergency Foster Care 24-hours a day, seven (7) days a week.
   b. The Contractor agrees to serve youth who may have special needs. Characteristics of these youth might include;
      1) hyperactivity;
      2) fetal alcohol syndrome;
      3) developmental delay;
      4) aggressive behavior (including sexual);
      5) symptoms of physical and sexual abuse; and,
      6) disorderly behavior.
   c. Emergency Foster Care is limited to the first seven (7) days of placement.
   d. Emergency Foster Care is allowed at initial removal from the child's family, disrupted placements with the child's family, and disrupted non agency foster home placements.
   e. Emergency Foster Care is not allowed for planned placements with current FCPAY, or youth currently in Agency Supported Foster Care.
3. Support and Stabilization:
   a. ASFC Contractor shall provide 24-hour crisis intervention to stabilize and maintain the placement.
   b. Support for each youth must lead to the outcomes of placement stability, safety, and well being. For care that exceeds five (5) days, strategies to meet the outcomes must be identified in the Service Plan.
   c. ASFC Contractor staff shall have a minimum of one (1) face-to-face contact per week with each youth in placement. Each face-to-face contact must evaluate the identified strategies in the Service Plan to insure the youth remains safe and supports the youth's move toward a more permanent placement.
   d. ASFC Contractor shall have a minimum of two (2) contacts with the foster parents per week, one of which must be in the foster home. Each contact must evaluate the identified strategies in the Service Plan to determine the appropriateness and success in supporting the youth's move to a more permanent placement.

D. **Agency Supported Respite Care**

1. The Contractor shall provide Respite Care services. Agency Supported Respite Care can be provided for parents, relative caregivers and non agency supported licensed and approved foster homes. The plan must be for the child to return to placement with the relative or foster home. Agency Supported Respite Care cannot be used as an interim placement while a permanent placement is being sought.
   a. Referral Standards:

b. The Contractor shall accept Respite Care referrals from the Department. The Contractor shall notify the Department of acceptance or denial within two (2) working days from receipt of the referral.
c. The Contractor shall not provide this service to youth that currently receive Agency Supported Foster Care or Agency Supported Emergency Foster Care by said Contractor.
d. Agency Supported Respite Care is not considered a placement and can be provided in unlicensed homes provided the required background checks have been completed. Agency Supported Respite Care is limited to three (3) days per month. Respite Care that exceeds three (3) days must be approved in writing by the Service Area Administrator or designee.

4. Admission Standards:
   a. The Contractor shall accept and serve youth that do not exceed the Agency Supported Foster Care admission standards. The Contractor agrees to serve youth who may have special needs. Characteristics of these youth might include:
      1) hyperactivity;
      2) fetal alcohol syndrome;
      3) developmental delay;
      4) aggressive behavior (including sexual);
      5) symptoms of physical and sexual abuse; and,
      6) disorderly behavior.
5. Support and Stabilization:
   a. ASFC Contractor shall provide 24-hour crisis intervention to stabilize and maintain the Respite Care service.

E. **Agency Supported Foster Care Service Standards**

1. Family Involvement Standards
   a. The Contractor recognizes and affirms that working with the biological family is integral to the youth's successful transition home or into another permanent placement.
   b. The Contractor shall assure that involvement with the youth's family occurs in accordance with the case plan as directed by the CFS Specialist. The Contractor shall involve the youth's family in collaboration with the CFS Specialist Worker and in accordance with the case plan. This may include but is not limited to the following:
      1) Providing the family with orientation to the Agency Supported Foster Care program.
      2) Including the family in developing and implementing the Comprehensive Service Plan.
      3) The Contractor is responsible for providing visitation with siblings and the child in their care including transportation to the visit, if necessary, and supervision of the visit.
      4) The Contractor shall provide ongoing information to the family regarding daily progress in foster care and updates on school or other activities.
2. Family Visitation: The Contractor shall follow the visitation plan established by the Department or in accordance with any court order visitation plan. Such visits shall take place in the biological home, whenever possible, Agency foster home, or

community based settings. The Contractor agrees to cooperate with the Department and Department In-Home & Safety Service Contractors regarding the scheduling of the youth's home visits with the youth's parents, caretakers, siblings or future placement provider.

a. Contractor responsibility for unsupervised visits is limited to transporting the youth to and from the visit within a twenty-five (25) mile radius of the Agency Supported Foster Home.
b. If the Contractor agrees to transport the youth to unsupervised visits beyond the twenty-five (25) mile radius, prior authorization by the Department is necessary and reimbursement for miles outside the twenty-five (25) radius from the youth's placement shall be made at a rate established by the Department.

3. Safety Standards:
   a. The Contractor, Contract staff and Agency Supported Foster Care homes shall maintain a safe, structured and nurturing environment for all youth served.
   b. 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. The Department and Contractor shall plan the services to be developed and provided to the youth to insure safety for the youth and others.
   c. 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.
   d. The Department may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, or other causes determined by the Department to be in the best interest of the youth.
   e. If the Contractor has reasonable cause to believe that a child has been subjected to child abuse or neglect or observes such child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect, the Contractor shall report the matter to the Department's Hotline 1-800-652-1999.
4. Education Standards:
   a. The Contractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into an Agency Supported Foster Home, when the school is within a 25-mile radius of the foster home placement unless agreed upon by the Family Team.
   b. For youth suspended from, expelled from, or not enrolled in school or who have obtained their GED, 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). For youth that are expelled, advocacy and service planning shall be coordinated with and approved by the CFS Specialist.
   c. The Contractor shall provide assistance with homework, or arrange for the provision of additional assistance as needed.
   d. The Contractor shall provide each youth with the minimum school supplies required by each school.
   e. The Contractor shall maintain regular contact with school to monitor the youth's progress.

5. Vocation and Employment Standards: In accordance with the Comprehensive Service Plan, the Contractor shall facilitate, coordinate and assist the youth in obtaining and maintaining volunteer work or paid employment in the community.
6. Emergency Medical Services: The Contractor is hereby authorized and required to obtain all necessary emergency medical care for youth placed in their care.
   a. When emergency medical care is obtained for a youth, the Contractor shall notify the CFS Specialist or designee, and parent, if appropriate.
   b. If the emergency is of a psychiatric nature, which may necessitate hospital admission, the Contractor shall contact the Department or designee immediately.
7. Non-emergency Medical Services: For non-emergency medical care, the Contractor shall obtain prior consent from the CFS Specialist. With direction from the CFS Specialist, the Contractor shall assist the biological parent in arranging medical care for their youth. Non-emergency medical care shall include but is not limited to:
   a. routine or elective medical examinations including annual health checks,
   b. routine or elective medical tests,
   c. routine or elective medical procedures,
   d. any non urgent medical care that can safely be delayed until the CFS Specialist is contacted to give informed consent for medical care, etc.
   e. The Contractor agrees to assist the CFS Specialist in accessing appropriate mental health services.
   f. The Contractor shall utilize Medicaid and Medicaid Managed Care approved medical and mental health providers as agreed upon by the Department.
   g. The Department is responsible for all prescription costs not covered by Medicaid or Medicaid Managed Care.
   h. The Contractor shall document all medical contact, emergency and non-emergency, in the youth's case record.
8. Medication Policy:
   a. 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.
   b. The Contractor must provide to the Department within thirty days of execution of this agreement the Medication Policy to be used in their agency. Notice of any changes to the medication policy must be submitted immediately to the contract liaison or designee. The facility shall coordinate medical services, and monitor medication and health care needs.
   c. The Contractor agrees to maintain an individual medication log for each youth residing in the Contractor's care. The medication log shall include:
      1) the youth's name,
      2) the name of medication given,
      3) 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,
      4) the youth's medication allergies and sensitivities, if any.
      5) The medication log shall be made available to the Department upon request.
      6) The Contractor shall include on all intake and discharge forms:

7) the medication(s) needs of the youth,
8) medication(s) prescribed to the youth while in the Contractor's care ,
9) the individual receiving medications for the youth, and,
10) the individual to whom the medications for the youth were discharged.

9. Transportation Standards:
   a. The Contractor agrees to provide transportation for youth to services within a 25-mile radius at no additional cost to the Department. This includes but is not limited to transporting youth to:
      1) activities and community services,
      2) therapy visits,
      3) doctor appointments,
      4) court hearings and legal appointments,
      5) family visits,
      6) the school where the youth is currently enrolled.
   b. The Contractor may agree to provide transportation services beyond a 25-mile radius. If so, prior authorization by the Department is necessary and reimbursement shall be at a rate established by the Department.
   c. The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes including but not limited to:
      1) All children up to six years of age being transported by such vehicle use a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213.
10. Personal Needs Standards. The Contractor is responsible for providing food, personal grooming items, and clothing for each youth.
11. Clothing and Personal Items.
   a. The Contractor agrees to complete an inventory on all youth that enter the program. 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 CFS Specialist if available. If the youth is unable, or refuses, to sign the inventory, this shall be documented on the inventory.
   b. The Contractor is responsible for updating the inventory. The CFS 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 CFS 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.
   c. The recommended clothing allotment includes:
      1) Socks - 7 pair
      2) Underwear - 7 pair
      3) Bras – 3
      4) Pants / shorts (seasonal) – 5
      5) Shirts – 5
      6) Seasonal Coat – 1

7) Shoes - 2 pair

d. The CFS 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.

f. Food. The foster home must provide each youth with a nourishing, palatable, well-balanced diet that meets the daily nutritional special dietary needs of each youth. The foster home must provide at least three meals daily, at regular times comparable to normal mealtimes in the community. The foster home shall be required to provide an afternoon and evening snack.

g. Personal Grooming: The Contractor shall provide each youth with personal grooming supplies. Such items include but are not limited to:
   1) Soap
   2) Shampoo
   3) Deodorant
   4) feminine hygiene products
   5) toothpaste
   6) toothbrush
   7) comb
   8) basic haircuts with parent's permission or that of the legal guardian.

12. Plan Development. The Contractor recognizes and reaffirms the Departments ongoing responsibility for the youth, commitment to the principles of family centered practice, and responsibility for ongoing case planning.

13. Service Plan: The ABFC Comprehensive Service Plan shall be developed in conjunction with the Department case plan. The Comprehensive Service Plan shall include integrating the family into the care of the youth through activities that may include but are not limited to:
    a. initiating and facilitating family meetings,
    b. including parents in daily care activities for youth,
    c. encouraging and supporting a youth's participation in recreational activities,
    d. parent education,
    e. teaching specific techniques to manage the youth's behavior,
    f. role modeling appropriate parenting of the youth,
    g. developing and facilitating parent support groups,
    h. family days,
    i. taking an active role in school and community meetings, and
    j. involving the family in developing and implementing transition, and discharge plans.

14. Transition Plan:
    a. The Contractor shall assist in transitioning the youth from Agency Supported Foster Care to the family home, a lateral transfer or a less restrictive placement. This assistance shall include technical assistance in behavioral management interventions and advocating for the youth with the school and

community as needed. This includes pre-placement visits and assistance to a new provider prior to the youth leaving care.

b. The Contractor shall be available for consultation with the reunified parent, pre-adoptive or adoptive parent placement or the pre-guardianship and guardianship placement and youth at any point after discharge.

15. Adult Living Preparation and Life Skills Training:
    a. The Contractor shall provide age-appropriate adult living preparation and life skills training, and develop a written plan. The Contractor shall:
    b. Annually administer the Ansell Casey Life Skills Assessment on any youth in their care that is age sixteen (16) and older.
    c. Utilize the on-line curricula or other life skill curricula.
    d. Ensure that all youth who are eighteen (18) years old, take the on-line Chafee Assessment.
    e. The Contractor shall, in conjunction with the youth, prepare a written plan to assist youth in preparation and transitioning to adult living. The plan shall be current and shall follow the youth upon discharge. The plan shall include outcomes identified through the assessment to assist the youth to develop and demonstrate independent living skills.
    f. This plan shall be formalized as part of the Comprehensive Service Plan as outlined in the Department case plan and evaluated by the team.
16. Discharge Plan: The Contractor agrees to provide discharge-planning services in conjunction with the CFS Specialist and the family. This will include initiating a family meeting to develop specific recommendations for future services, referrals as requested, and any meetings, sessions, etc., that are necessary to ensure a smooth transition for the family. Discharge planning begins at the time a youth is accepted into the program and will be described in the Comprehensive Service Plan.
17. Special Needs When serving youth that have disabilities (hearing, visual, physical) and or language barriers, the Contractor shall ensure the requirements of the Americans With Disabilities Act (ADA) are met and provide appropriate accommodation for youth with special needs.
    The Contractor shall:
    a. provide, arrange, and pay for training of staff to serve the youth and family,
    b. contact community providers and arrange to provide service to the youth and his or her family,
    c. recruit, train and arrange for respite and child care providers who are able to serve the youth,
    d. recruit bilingual staff to serve the youth and his or her family.
    e. Provide 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 placement, the equipment shall follow the youth.
18. Placement Stability:

a. The Contractor recognizes and affirms that placement stability for the youth is integral to safety, permanency and well being of the youth. The Contractor shall make every effort to maintain youth in their original placement. The Contractor shall utilize internal respite care services and additional agency supports.
b. The Contractor agrees not to transfer the youth to any other foster care home or placement without prior authorization of the Department. Prior to moving a youth from one agency Supported home to another, the Contractor must consult with the CFS Specialist at least seven (7) days prior to moving a youth, resulting in a placement change for the youth.

19. Discharge Procedures:
    a. The Contractor may return any youth placed hereunder to the Department for alternative placement upon submission of written notice at least ten (10) days prior to said return. When the Contractor has requested the removal of a youth prior to the service plan discharge date, the Contractor shall provide the reason for removal.
    b. The Contractor shall ensure that all personal belongings of the youth are returned to the youth or to the CFS Specialist upon discharge, or as soon thereafter as practicable.
    c. The Contractor shall provide a copy of the written inventory to the next placement, parent, CFS Specialist, or guardian.
    d. The Contractor shall not be held responsible for the personal belongings of youth left at the foster home for more than thirty (30) days after the youth's discharge date, unless other arrangements have been made with the youth's CFS Specialist.
    e. 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 CFS Specialist.
    f. 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.

F. **ADMINISTRATIVE STANDARDS.**

The Contractor recognizes and affirms that the Department retains legal custody of youth involved in their program and has the final authority in all decisions. Once a contract is finalized, the Contractor agrees to begin services immediately.

1. Foster Home Recruitment and Development:
    a. The Contractor must develop and implement an annual detailed recruitment and retention plan and provide quarterly progress reports to the Service Area Contract Liaison or designee. The plan will include goals to recruit, screen, train and license new foster homes throughout the designated parts of the service area. The Department agrees to keep confidential the Contractors' recruitment plans and progress reports.
    b. Recruitment efforts shall focus on families that will serve:
        1.) all age groups (specifically teenage youth),

2.) youth from diverse cultural and ethnic backgrounds;
3.) sibling groups; and,
4.) youth with special needs.

2. Recruitment efforts will also focus on locating foster families that will work closely with biological families.
3. The Contractor shall assure that all Agency Supported Foster Care Parents possess the following skills, abilities, and willingness to:
   a. Participate as part of a professional team with the family in the development of an outcome Supported Comprehensive Service Plan leading to reunification or other identified permanency goals for the youth.
   b. Strategize with the family team to identify the outcomes, needs, strengths and strategies to obtain reunification or other identified permanency goals for special needs youth.
   c. Model, teach and provide individualized support to and involvement of biological families, recognizing family strengths to commit to a child for the length of the service plan;
4. Foster Home Licensing - The Contractor agrees that all Agency Supported Foster parents shall:
   a. meet licensing standards and license renewal standards; and,
   b. be at least 21 years of age;
   c. have a home study completed by the Contractor,
   d. have a home study updated by the Contractor at the time of re-licensure or for purposes of adoption updates,
   e. submit a renewal licensure packet at least thirty (30) days prior to the license expiration date.
   f. conduct a home study if an approved home is referred to them and has not been completed previously by DHHS
   g. meet the minimum training requirements as listed below:
      1.) Implementation of a Department approved Pre-Service Training Curriculum consisting of twenty one (21) hours plus an additional twelve (12) hours of training on subjects related to foster care.
      2.) Document the completion of at least twelve (12) hours per year of ongoing training. The additional twelve (12) Pre Service Training hours can count toward the first year's ongoing training requirements.
   h. The Contractor will assure that Agency Supported foster parents will provide structure around basic daily living activities such as:
      1.) personal care,
      2.) house rules,
      3.) school, and,
      4.) interaction with peers and adults.
5. Multi-Ethnic Placement Act:
   a. The Contractor agrees to comply with the Multi-Ethnic Placement/Inter-Ethnic Provision in making placements, arranging for placements, or doing home studies for foster or adoptive families.
   b. The Contractor further agrees that each staff person responsible for making placements, arranging for placements, or doing home studies for foster or

adoptive families, will be trained upon hiring and annually thereafter regarding the requirements of the Multi-Ethnic Placement/Inter-Ethnic Adoption Provision.

c. The Contractor agrees to make available to the Department documentation of this training.

d. The Department agrees to provide the Contractor with a training outline and materials to be used in the training. The Contractor is responsible for copies of materials.

6. Required Reports

a. Interim Service Plan. Upon placement, the Contractor shall immediately implement an interim service plan and begin assessing and establishing baseline strengths and needs. The Interim Service Plan shall be documented in the youth's file

b. Comprehensive Service Plan:

1.) The Contractor shall submit the Comprehensive Service Plan to the CFS Specialist within thirty (30) days of the youth's placement for distribution to the team.

2.) The Comprehensive Service Plan shall utilize strength Supported strategies and shall be created in conjunction with the biological parent(s) and CFS Specialist.

3.) The Comprehensive Service Plan shall include transition and discharge planning.

4.) For youth ages sixteen (16) and older the Ansell-Casey Life Skills Assessment and the youth's plan for preparing them for adult living must be included in the Comprehensive Service Plan.

5.) The Contractor shall submit to all team members any revisions made to the Comprehensive Service Plan.

c. Progress Reports. The Contractor shall submit legible written progress reports to the CFS Specialist by the 15th working day of each month. Progress reports shall include, but are not limited to:

1.) Any progress of the youth and or the family in meeting the outcome-Supported goals and objectives as stated in the Comprehensive Service Plan.

2.) Documentation of the youth's displayed behaviors.

3.) Critical incidents.

4.) Documentation of each supervised visit.

d. Additional Reports will be provided upon request of the DHHS for court appearances and other special purposes at no additional cost to the Department.

e. Critical Incident Report: The Contractor shall immediately report (verbally) to the CFS Specialist or designee 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.).

f. Discharge Summary:

1.) The Contractor shall provide the CFS Specialist a discharge summary within fourteen (14) days of the youth leaving Agency Supported Foster Care.
2.) The discharge summary shall include information regarding the youth's progress, future plans and any progress toward independent living preparation and life skills training when applicable.

g. Home Study:
1.) The Contractor shall submit a completed home study in a format approved by the Department to the Service Area Contract Liaison or designee with the licensing packet.
2.) The Contractor shall submit updated Home Studies to the Service Area Contract Liaison or designee with the license renewal packet.
3.) The Contractor shall submit a Home Study update for the purposes of adoption, if the Child Placing Agency license allows, to the Service Area Contract Liaison or designee upon request.

h. Additional Reports. The Contractor shall submit any additional reports as requested by the Service Area Contract Liaison or designee.

7. Personal Funds Of Youth. The Contractor shall assure that any Agency Supported Foster Home that is holding, safeguarding, or handling the personal funds of a youth being cared for in the Contractor's program shall keep individual records. The Agency Supported Foster Home shall keep the youth's personal funds separate from any other funds.
a. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:
1.) Youth's name,
2.) Identification of youth's guardian,
3.) Admission date,
4.) Date and amount of each deposit or withdrawal,
5.) Name of person accepting withdrawn funds, and,
6.) Balance after each transaction.
b. The contractor shall return all monies remaining in the youth's account to the PSW at discharge. If the PSW is not present at discharge, the youth's funds shall be returned to the youth or legal guardian within 14 days of discharge.
c. The Contractor shall be liable in the event of loss or theft, for all youth's funds retained by the Contractor for holding, safeguarding, or handling.

G. **Staff Standards**
1. Background Checks:
a. 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.
b. 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:

c. The Sex Offender Registry maintained by the Nebraska State Patrol.
d. The Nebraska Child abuse and Neglect Central Register.
e. The Nebraska Adult Abuse and Neglect Central Register
f. 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.
g. 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.
h. 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.
i. 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.
j. 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.
k. All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
l. This requirement must be completed on all existing employees within 30 days of the execution of this contract

H. **Staff Qualifications:**

1. All staff providing transportation services 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.
   k. Contractors will have 3 months from the onset of the contract for employees that provide transportation for children and families to complete a defensive driving course for employees that have not been through defensive driving within the last 2 years.
2. Foster Care Specialists must be at least 19 years of age and have obtained a high school diploma or GED. Foster Care Specialists with a high school diploma or GED must have a minimum of two years experience in the human service field. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field. Each year of post high school education may substitute for a year of work experience in a human service field.
3. Foster Care Supervisors must be at least 21 years of age and have obtained a bachelor's degree in a human service field. Foster Care Supervisors must have a minimum of two years experience in a human service field. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field.
4. Staff Supervision:
5. Foster Care Supervisors shall supervise a maximum of 6 full-time Foster Care Specialists.
6. Each Foster Care Specialist shall support a maximum of 10 Agency Supported Foster Homes.
7. Staff Training: All Contract staff having direct contact with youth shall complete twenty-four (24) hours of pre-service training prior to having any direct contact. Staff with direct contact with youth shall complete fifteen (15) hours of ongoing training per year on topics related to direct care of youth and placement and family centered practice values, beliefs and principals.
8. Staff Equivalency Determination Process:

a. The Contractor may petition the Department, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standards set forth in previous sections of this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:
b. The name of the potential employee who is the subject of the petition;
c. A reference to the Contract's employment qualifications and standards to be reviewed;
d. A statement from the Contractor, which sets forth its basis for believing that the potential employee meets the Contract's employment qualifications and standards; and
e. Supporting documentation for how the potential employee meets the employment qualifications and standards. Each Equivalent Qualifications and Standards petition shall be evaluated on a case by case basis. The request shall be submitted to the Service Area Contract Liaison or designee for approval. The Department shall issue its determination, in writing, within forty-five (45) days of the receipt of the petition.

9. 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.
10. 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.
11. 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 agrees to prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this contract.

12. Common Information and Referral Form: The Contractor agrees to accept and utilize the Common Information and Referral Form (and documents listed therein) and shall not require additional information or documents from the Department in the admission and intake process for youth referred for Agency Supported Foster Care.
13. 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.
14. 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.
15. 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, newspaper articles, fliers, fund raising materials, internet sites, etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.
16. 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 CFS 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 CFS 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:

Eleanor A Erlin
NOVA
3483 Larimore Ave
Omaha NE 68111

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 L. Winterer, CEO
Department of Health and Human Services

DATE: 7/25/2011

FOR CONTRACTOR:

Eleanor A Erlin
Executive Director
Title

DATE: 6-28-11