GROUP HOME A CONTRACT

BETWEEN THE

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

AND

HEARTLAND FAMILY SERVICE

NORTHERN SERVICE AREA

AMENDMENT JULY 2009

This contract is entered into by and between the Nebraska Department of Health and Human Services, Division of Children and Family Services (hereinafter the "Department"), and Heartland Family Service (hereinafter the "Contractor").

The Contract between the parties dated July 1, 2008 is hereby amended as follows:

Article IV. A. Term is amended to read:

A. TERM. This contract is in effect from July 1, 2009 until December 31, 2009.

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

FOR THE DEPARTMENT:

Todd L Reckling

Signature

Todd L. Reckling, Director
Department of Health and Human Services
Division of Children and Family Services

DATE: 5/5/09

FOR THE CONTRACTOR:

Signature

Director
Heartland Family Service

DATE: 5/11/09

IV

GROUP HOME A SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Children and Family Services

AND

Heartland Family Service

AMENDMENT One, August 2008

Northern Service Area

Heartland FS 826

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Children and Family Services** (hereinafter the "Department"), and **Heartland Family Service** (hereinafter the "Contractor").

The Contract between the parties dated July 10, 2008 is hereby amended as follows:

Article III. B. 18. a. 1) The first two sentences "The Contractor shall submit an annual report that includes the data elements required in #16. The Contractor shall annually report performance measures for the time period July 1 – June 30 which must be received by the Department by September 1." shall be deleted and replaced by:

1) "The Contractor shall submit a quarterly report that includes the data elements required in #17. The Contractor shall report performance measures quarterly which must be received by the ASO by the 10th working day of the month following the end of the quarter."

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

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

FOR THE DEPARTMENT:

Signature

Todd A. Landry, Director
Department of Health and Human Services
Division of Children and Family Services

DATE: 8/24/08

FOR THE CONTRACTOR:

Signature

Peter Tulipana
President & CEO
Heartland Family Service

DATE: 9/15/08

#8264

GROUP HOME A CONTRACT

BETWEEN THE

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

AND

HEARTLAND FAMILY SERVICE

This contract is entered into by and between the Nebraska Department of Health and Human Services Division of Children and Family Services, Child Welfare Section and Office of Juvenile Services (hereinafter the "Department"), and Heartland Family Service (hereinafter the "Contractor").

PURPOSE: The purpose of this contract is to contract for the provision of GROUP HOME A to the youth of the State of Nebraska; and whereas the Contractor is providing Group Home A Services with 24-hour awake staff in a facility licensed as a Group Home or Child Caring Agency; located at **437 Jefferson Rd., Fremont, NE 68025.**

I. TERM AND TERMINATION

TERM. This contract is in effect from July 1, 2008 until June 30, 2009.

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

II. CONSIDERATION

A. The Department agrees to pay the Contractor **$96.00 per youth per day for Group Home A** services upon placement by the Protection and Safety Worker. The daily rate begins on the day of admission and will not be paid on day of discharge regardless of the time of day.
B. The Department agrees to pay **$96.00 per youth per day** for a bed hold. The Department shall not reimburse the Contractor for a bed hold beyond five (5) days.
C. The Contractor must register with the Administrative Service Organization (ASO) in order to receive payment for services.
D. The Department agrees to pay the Contractor for transportation services provided

to community services beyond a 25-mile radius as authorized by the Protection and Safety Worker. 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.

E. The Contractor understands and agrees that this Contract does not guarantee that the Department shall request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department shall be expected.
F. The Department reserves the right to withhold payment until required reports are received.
G. 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.
H. 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.
I. The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the provision of service. 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

The Contractor agrees to provide Group Home A Services for a maximum of **6** youth at any one time for youth who are wards of the Department.
The Contractor agrees that for valuable consideration provided by the Department, the Contractor shall accept and serve youth age, twelve (12) through eighteen (18) years old, who are referred by the Department or by a behavioral health region (ICCU) contracted with the department to provide case management services for state wards. Exceptions to the age requirement will be made on an individual basis.
Youth referred for Group Home A services require overnight awake staff to maintain safety of the group home environment and community.
Youth referred may exhibit behaviors and characteristics in the following categories:

1. <u>Presenting Issues:</u>
   a. Difficulty with adapting to family and community circumstances.
   b. Acts of intimidation and threats of physical harm to peers, caregivers, and authority figures.
   c. Frequent running away from home, sometimes for extended periods of time with whereabouts unknown.
   d. Use of profane, vulgar, or curse words toward peers, caregivers, and authority figures.
   e. Inappropriate sexual behavior and sexual acts displayed in public or in front of others.
   f. 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.

g. Illegal behaviors such as stealing, shoplifting, vandalism, defacing property, deliberate property damage.
h. Cruelty to animals.
i. Involvement in gangs that may have resulted in law violations.
j. Alcohol and substance use and misuse that can be managed in community based treatment.
k. Use of tobacco products.
l. Self-harmful behaviors including suicidal thoughts which can be managed in community based treatment.
m. Youth with mild to moderate Developmental Disabilities whose needs can be managed in individual group homes.
n. Diagnosed with HIV/AIDS.

2. History of Issues:
   a. Violent tendencies that include hitting, biting, scratching, throwing objects.
   b. Victims of sexual, physical and emotional abuse and neglect.
   c. Youth who successfully completed treatment and whose current treatment needs can be met with community based services:
      (1) Sexual Assault
      (2) Sexually aggressive behavior
      (3) Mental Health diagnosis
      (4) Chemical dependency or substance abuse diagnosis

The Contractor agrees that the services shall be provided within the Department's **Northern** Service Area and that any other services operated by the Contractor are not covered by this Contract.

A. **PROGRAM STANDARDS.** The Contractor 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 intervention could include redirection, positive reinforcement, and natural and logical consequences.
   1. Referral Standards: The Department's Common Application Referral will be sent to the Contractor for consideration. If the referral information is incomplete, the Contractor must notify the referral source within two (2) working days.
   2. Admission Standards:
      a. The Contractor recognizes and affirms that the Managed Care provider makes the final determination on residential treatment needs of the youth.
      b. The Contractor shall accept and serve youth who are referred to them by the Nebraska Department of Health and Human Service System.
      c. The Department recognizes that, with limited exceptions, the Contractor's program may not be the appropriate care setting for an individual youth.
      d. The Contractor shall notify the Department of acceptance or denial of the youth for placement within five (5) working days from the receipt of the Department's Common Information and Referral Form.
      e. Upon the acceptance of the youth for placement, the Contractor shall

provide the earliest available date for placement to the Department or ICCU referral source.

f. If the Contractor intends to deny a referral for reasons other than capacity, the Contractor shall provide the Department with written documentation explaining why the Contractor is unable to serve the identified youth within five (5) working days of receiving the referral. The documentation must be submitted the Service Area Contract Liaison or designee.

B. **SERVICE STANDARDS**: The Contractor shall provide twenty four (24) hour awake staff for youth who need a structured living environment. Services shall be community based, family focused, culturally competent and developmentally appropriate. The Contractor shall provide consistent behavior management and supervision of the youth.

1. Family Involvement Standards
   a. The Contractor shall assure that all contacts with the youth's family are made in accordance with plans approved by the Department. The Contractor shall involve the youth's family, as directed by the Protection and Safety Worker. This may include but is not limited to the following:
      1) Providing the family with orientation to the facility.
      2) Including the family in developing and implementing the Comprehensive Service Plan.
      3) Integrating the family into the care of the youth through regular on-going 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,
         (d) parent support groups,
         (e) inclusion in school and community activities,
         (f) including the family in developing and implementing transition, and discharge plans.
   b. Family Visitation:
      1) The Contractor shall follow the visitation plan established by the Department.
      2) The Contractor shall work collaboratively with Department In-Home and Safety Services Contract Providers.
      3) The Contractor shall provide a setting in the facility for supervised or unsupervised visits to occur.
      4) 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.
      5) 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.
2. Safety Standards:
   a. 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, staff and other residents.

b. The Contractor shall ensure that youth are safe while in their care. In cases where the Contractor believes the continued care of a youth places either that youth or another youth residing in the facility at imminent risk of being harmed, the Contractor shall take action to provide for the safety of all youth in the Facility. The Contractor shall contact the Protection and Safety Worker or designee within twenty four (24) hours for review of actions and next steps. The Contractor and Protection and Safety Worker or designee shall agree on a plan for safety that will meet the needs of the youth and will ensure the safety needs of all youth in the facility.
c. 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.
d. 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.

3. <u>Education Standards:</u>
   a. The Contractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into the Facility, 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 Department.
   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.
   f. 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.
4. <u>Vocation and Employment Standards:</u> 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.
5. <u>Recreation Standards</u>

a. 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 Protection and Safety Worker documented community safety or other safety issues shall have planned, structured and age appropriate recreational opportunities within the facility.
b. The Contractor shall maintain a written 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.
c. The Contractor assumes all costs associated with these activities

6. Medical Standards:
   a. Emergency Medical Services: The Contractor is hereby authorized and required to obtain all necessary emergency medical care for youth placed in their Facility.
      1) When emergency medical care is obtained for a youth, the Contractor shall notify the Protection and Safety Worker or designee, and parent, if appropriate.
      2) If the emergency is of a psychiatric nature, which may necessitate hospital admission, the Contractor shall contact the Department or designee immediately.
   b. Non-emergency Medical Services: For non-emergency medical care, the Contractor shall obtain prior consent from the Protection and Safety Worker or designee prior to receiving non-emergency medical services. Non-emergency medical care shall include but is not limited to:
      1) routine or elective medical examinations including annual health checks,
      2) routine or elective medical tests,
      3) routine or elective medical procedures,
      4) any non-urgent medical care that can safely be delayed until the Protection and Safety Worker is contacted to give informed consent for medical care, etc.
   c. The Contractor shall assist the Protection and Safety Worker in accessing appropriate mental health services.
   d. The Contractor shall utilize Medicaid and Medicaid Managed Care approved medical and mental health providers as agreed upon by the Department.
   e. The Department is responsible for all prescription costs not covered by Medicaid or Medicaid Managed Care.
   f. The Contractor shall document all medical contact, emergency and non-emergency, in the youth's case record.
   g. 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.
   h. When possible, the medical or mental health provider shall be selected jointly by the youth's family, the Protection and Safety Worker and the Contractor. The selection shall always be based on the youth and family's

best interest. If an agreement cannot be reached between the family, the Protection and Safety Worker and the Contractor, the decision of Protection and Safety Worker shall prevail.

7. Medication Policy:
   a. The Contractor shall be responsible for developing a Medication Policy identifying how the Contractor 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 facility. 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.
   d. The medication log shall be made available to the Department upon request.
   e. The Contractor shall include on all intake and discharge forms:
      1) the medication(s) needs of the youth,
      2) medication(s) prescribed to the youth while in the Contractor's care ,
      3) the individual receiving medications for the youth, and,
      4) the individual to whom the medications for the youth were discharged.
8. 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.

9. Personal Needs Standards: The Contractor is responsible for providing food, personal grooming items, and clothing for each youth.
   a. Clothing and Personal Items:
      1) 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 Protection and Safety Worker if available. If the youth is unable, or refuses, to sign the inventory, this shall be documented on the inventory.
      2) The Contractor is responsible for updating the inventory.
         The Protection and Safety Worker 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 Protection and Safety Worker may provide for clothing up to the recommended clothing allotment. Clothing is expected to be appropriate, in reasonable shape, and to fit the youth.
      3) The recommended clothing allotment includes:
         (a) Socks - 7 pair
         (b) Underwear - 7 pair
         (c) Bras – 3
         (d) Pants / shorts (seasonal) – 5
         (e) Shirts – 5
         (f) Seasonal Coat – 1
         (g) Shoes - 2 pair
      4) The Protection and Safety Worker may authorize an amount of money to bring the youth's inventory up to the recommended clothing allotment.
      5) 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.
   b. 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 meals daily, at regular times comparable to normal mealtimes in the community. The Contractor shall be required to provide an afternoon and evening snack.
   c. 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.

10. 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. The Contractor's service plans shall support the goals and outcomes described in the Department's case plan for the youth.
    a. Interim Service Plan: The Contractor shall develop and implement an Interim Service Plan immediately upon admission of each youth
    b. Service Plan: The Contractor shall prepare a Comprehensive Service Plan for all youth that are placed in the facility. The Comprehensive Service Plan shall be completed within thirty (30) days of the initial placement. This Comprehensive Service Plan shall:
        1) Be developed through a team process, which, at a minimum, shall include input from family members, youth, the Protection and Safety Worker and service providers;
        2) Contain outcome based goals and objectives;
        3) Be reviewed by a designated team member at least every forty five (45) days; and
        4) Be evaluated by the team every ninety (90) days.
        5) The Comprehensive Service Plan's outcome based goals and objectives shall reflect the behaviors and problems that brought the youth into the care of the Department and steps needed to get the youth home or to a less restrictive placement.
    c. Adult Living Preparation and Life Skills Training: The Contractor shall provide age-appropriate adult living preparation and life skills training, and develop a written plan. The Contractor shall:
        1) Annually administer the Ansell Casey Life Skills Assessment on any youth in their care that is age sixteen (16) and older.
        2) Utilize the on-line curricula or other life skill curricula.
        3) Ensure that all youth who are eighteen (18) years old, take the on-line Chafee Assessment.
        4) 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.
        5) This plan shall be formalized as part of the Comprehensive Service Plan as outlined in the Department case plan and evaluated by the team.
    d. Discharge Plan:

1) Discharge planning includes transition plans for the youth, beginning at the time a youth is accepted into the program. The discharge and transition plans will be described in the Comprehensive Service Plan. The discharge process shall include initiating a team meeting to develop specific recommendations for future services to ensure a smooth transition for the youth and family.
2) The Contractor shall review placement information with a youth prior to discharge when this information is available, and help prepare youth for next placement.

11. Discharge Criteria:
    a. Discharge from Group Home services shall be considered when the team determines one of the following is present:
        1) The youth requires a less restrictive level of care (including independent living).
        2) The youth has achieved his or her individual goals and outcomes as stated in the Comprehensive Service Plan.
        3) The youth requires a more restrictive level of care.
    b. When the Contractor has requested the removal of a child prior to the Comprehensive Service plan discharge date, the Contractor shall provide the reason for removal to the Service Area Contact Liaison or designee. The Contractor shall not discharge a youth for reasons other than those listed above, without first submitting written notice to the Protection and Safety Worker or designee at least seven (7) days prior to said discharge date.
12. Discharge Procedures
    a. The Contractor shall not transfer the youth to any other facility or other placement without the written authorization of the Department.
    b. The Department may remove a youth immediately for such reasons as:
        1) alleged child abuse or neglect,
        2) court discharge, or
        3) other causes determined by the Department to be in the best interests of the youth.
    c. At the time of discharge, the Contractor shall provide a copy of the written personal belongings and clothing inventory to the next placement, parent, Protection and Safety Worker, or guardian.
    d. The Contractor shall ensure that all personal belongings of the youth are returned to the youth or to the Protection and Safety Worker upon discharge, or as soon thereafter as practicable.
    e. The Contractor shall not be held responsible for the personal belongings of youth left at the facility center for more than thirty (30) days after the youth's discharge date, unless other arrangements have been made with the youth's Protection and Safety Worker.
    f. The Contractor shall notify the youth and the youth's parents of the policy that belongings left behind at their departure will be disposed of after thirty (30) days. 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 Protection and Safety Worker.

g. 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.

13. 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.
    a. The Contractor shall:
        1) provide, arrange, and pay for training of staff to serve the youth and family,
        2) contact community providers and arrange to provide service to the youth and his or her family,,
        3) recruit bilingual staff to serve the youth and his or her family.
    b. 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.
    c. 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.
14. Bed Holds: Bed holds may be authorized by the Protection and Safety Worker for up to for up to five (5) days for youth who have to be temporarily hospitalized, detained, or on runaway status.
15. Placement Stability: The Contractor agrees that maintaining a stable placement is in every youth's best interest and will make every effort to work with the Department to maintain youth in the facility and to provide a smooth transition for youth being discharged from the facility.
16. Administrative Services Organization:
    a. The Contractor shall cooperate and collaborate with the Departments Administrative Service Organization (ASO) provider.
    b. The Contractor shall register as a Contract provider with the ASO.
    c. The Contractor shall submit requested data to the ASO provider related to Quality Assurance and Utilization Management.
    d. The Contractor shall work with the Department and the ASO to determine data needs, quality assurance processes and utilization management criteria.
17. Performance Accountability:
    a. The Contractor shall report on and meet the Outcomes described in the Performance Measures 2008 Attachment.
    b. The Contractor shall report fiscal and program information as directed by the Department in the annual GH Data Collection 2008-09 Attachment.
    c. The Contractors data on the outcome measures and the fiscal and program data will be posted as part of the Departments position to be transparent and accountable.

18. Accountability Reporting:
    a. The Contractor shall submit an annual report that includes the data elements required in #16. The Contractor shall annually report performance measures for the time period July 1 – June 30 which must be received by the Department by September 1. Should the Contractor be more than thirty (30) days delinquent in submitting the Performance Measures Report, the Department reserves the right to financially penalize the Contractor 5% of the previous quarters total receipts from the Department. The Contractor will continue to pay such amount for any months or portions of a month until the report is received.
    b. Should the Contractor fail to meet one or more of the outcome measures, the Department reserves the right to financially penalize the Contractor 5% of the annual amount paid to the Contractor for the services provided under the scope of this contract for each measure that is not being met. The determination of any financial penalties will be made based on the Departments review of data accuracy.
    c. The Department has 45 days from receipt of the data reports to determine if any penalties will be assessed. If data reports are not submitted the Department can assess penalties at any time within the following fiscal year.
    d. Determination that a penalty will be assessed requires written notification to the Contractor. Notification will include:
        1) identification of outcome(s) that were not met;
        2) documentation of expenditures made for the previous quarter and/or SFY;
        3) amount of the assessed penalty; and
        4) process and timeframe for penalty payments to be received by the Department

C. **ADMINISTRATIVE STANDARDS**.

The Contractor acknowledges that this program exists in a neighborhood and community, and shall make every effort to work cooperatively with neighbors to ensure the success of this program. 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. Required Reports:.
    a. Interim Service Plan:
        1) Upon placement, the Contractor shall submit to the Protection and Safety Worker the Interim Service Plan within three (3) working days, if requested.
        2) The Interim Service Plan shall be documented in the youth's file.
    b. Comprehensive Service Plan: The Contractor shall submit the Comprehensive Service Plan to the Protection and Safety Worker within thirty (30) days of the youth's placement for distribution to the team.

1) The Contractor shall submit to the Protection and Safety Worker any revisions made to the Comprehensive Service Plan within three (3) days of such revisions.
2) The Comprehensive Service Plan shall include transition and discharge planning.
3) 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.
4) 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 every forty-five (45) days to the Protection and Safety Worker. Progress reports shall include, but are not limited to:
   1) Any progress of the youth and or the family in meeting the outcome-based goals and objectives as stated in the Comprehensive Service Plan.
   2) Documentation of the youth's displayed behaviors.
   3) Critical incidents.
   4) Reports may be requested on a more frequent basis if needed.

d. Critical Incident Report: The Contractor shall immediately report (verbally) to Protection and Safety Worker or Department On-Call Worker 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.).

e. Discharge Summary: The Contractor shall provide the Protection and Safety Worker a discharge summary within fourteen (14) days of discharge.

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

2. 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 shall be kept. The Contractor 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 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.

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.
d. Co-mingling of funds is prohibited. The Contractor shall keep any 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 facility

3. 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) 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 then 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.

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

7) 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 include the name and background information, along with supporting documentation from 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 390NAC 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.

   (a) This requirement MUST be completed on all existing employees within 30 days of the execution of this contract

b. 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 three 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.
      (1) 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) All direct youth care staff shall have:

   (a) a high school diploma or GED,
   (b) be at least 19 years old, and

(c) have experience in: social work, counseling and guidance, psychology, sociology, human development, mental health education, closely related human services field.
(d) Education may substitute for experience in a related field.

3) All supervisory staff shall have:
   (a) a Bachelor's degree in Social Work, or related field, and
   (b) two years work or volunteer experience in a residential care setting or in human services.
4) Staff Supervision: Supervision for direct youth care workers shall be a minimum of one supervisor per twelve full-time equivalents.
5) Direct Care Staff and Youth Ratio:
   (a) The Direct Care staff to youth ratio shall be a minimum of:
      (1) 1:6 during awake hours
      (2) 1:12 during sleep hours
   (b) All staff counted in the ratio shall have completed pre-service training and meet ongoing training requirements. Overnight awake staff is required
6) Summary of Duties:
   (a) Direct youth care staff shall provide:
      (1) direct supervision of youth,
      (2) day-to-day intervention,
      (3) supervision of youth personal care performance, and
      (4) share information about youth functioning to other professional staff.
   (b) Supervisors shall provide:
      (1) day-to-day immediate supervision to the direct care staff,
      (2) a safe environment,
      (3) immediate programmatic decisions as required, and
      (4) on-the-job coaching to the direct contact staff.
7) Staff Training:
   (a) All Contract staff having direct contact with youth shall complete twenty-four (24) hours of pre-service training prior to having any direct contact. 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:
      (1) CPR for one year certificate,
      (2) First Aid for three-year certificate,
      (3) Medication Management,
      (4) Appropriate life stage development, including physical, emotional, and psychological growth and development,
      (5) Universal precautions for blood born pathogens and infection control,
      (6) De-escalation and aggression control techniques, and physical intervention protocol**,**
      (7) Suicide prevention and/or intervention,

(8) Requirements for recognizing and reporting child abuse and neglect,
(9) Recognition of substance abuse issues, and
(10) Cultural Competency.

(b) 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.

(c) This training topic list 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 Group Home Services.

8) Staff Equivalency Determination Process: 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 section C(6), of this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:

(a) The name of the potential employee who is the subject of the petition;

(b) A reference to the Contract's employment qualifications and standards to be Reviewed;

(c) 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

(d) 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.

4. 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.
5. 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.
6. 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.

7. 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 Maternity Group Home Care.
8. Insurance:
   a. The Contractor shall maintain the following types of insurance for the duties performed under this contract:
      1) General liability,
      2) Workers Compensation, as required by Nebraska law,
      3) Automobile, both non-owned and hired car,
      4) Professional liability,
      5) Errors and omissions, if applicable to the duties performed under this contract, and,
      6) Premises and property.
   b. 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.
   c. The Contractor shall ensure that all individuals transporting youth have a current, valid driver's license.
9. 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**.**

10. 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 Protection and Safety Worker 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 Protection and Safety Worker or designee hall be notified of the results of such confidential testing.

IV. DEPARTMENT RESPONSIBILITIES

All Department responsibilities are described within Article III – Scope of Services.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT LIABILITY.

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provision of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally

accepted accounting principles.

2. The Contractor aggress to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communication Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance.* The communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.

4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be held liable for audit exceptions, and shall return to the Department all payments made under this Contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.

B. AMENDMENT. This Contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

D. AVAILABLITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date.

In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

E. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude and pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

F. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

G. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

H. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State Government purposes. This provision shall survive termination of this contract.

I. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

J. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.

K. DRUG FREE WORKPLACE. The Contractor hereby assures Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

L. FEDERAL FINANCIAL ASSISTANCE. The Contractor agrees that its performance under this contract will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and /or proselytization.

M. 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 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.

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

O. HOLD HARMLESS.
   1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
   2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska

Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

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

Q. 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.

R. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology Standards found at http://www.nitc.state.ne.us/standards/accessibility and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

S. LOBBYING
   1. If the Contractor receives federal funds through the Department, for full or partial payment under this Contract, then no Federal appropriated funds will 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

T. NON-DISCRIMINATION: The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law

101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

U. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.

V. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

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

X. 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.

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

Z. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. If this contract contemplates personal services by an individual who is not a resident of the state of Nebraska at any time during the taxable year or personal services performed by an individual with control (more than 50% ownership) of a nonresident corporation, Nebraska law requires that payments made under this contract are subject to Nebraska income tax withholding and such withholding may affect the amount of payment under this contract. In such cases, the parties agree to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or it successor. The form is available at: Http://www.revenue.ne.gov/tax/current/f 2-4na.pdf or http//www.revenue.ne.gov/tax/current/fill-in/f 2-4na.pdf.

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

FOR THE DEPARTMENT:	FOR THE CONTRACTOR:
Bob Thomas	Name:
DHHS	Organization:
P.O. Box 669	Address:
O'Neill, NE 68763	City, State, Zip:
402-336-2750	Phone:

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

FOR THE DEPARTMENT:	FOR THE CONTRACTOR:
By:_____	BY:_____
Todd A. Landry, Director	Title_____
Division of Children and Family Services	Name Printed:_____
Department of Health and Human Services	Date:_____
Date: _____	