AB# 2023066

47242-04

SCHOOL INTERVENTION PROGRAM CONTRACT

BETWEEN THE

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

AND

McCONAUGHY DISCOVERY CENTER

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES - OFFICE OF JUVENILE SERIVES** (hereinafter "DHHS"), and **McCONAUGHY DISCOVERY CENTER** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is to provide a School Intervention Program for youth who are wards of the Department of Health and Human Service or DHHS-Office of Juvenile Services who are adjudicated status offenders or adjudicated delinquents and youth supervised by the Nebraska Office of Probation Administration who are under the provision of the Juvenile Accountability Block Grant (JABG) program.

This contract is partially funded by the following federal grant:

CFDA Title and Number: Juvenile Accountability Block Grant, 16.523
Award Name: Nebraska Juvenile Accountability Plan
Award Number: #09JA605
Year of Award: Budget Period from 01/01/2011 – 12/31/2011
Name of Federal Agency: Nebraska Commission on Law Enforcement and Criminal Justice

I. TERM AND TERMINATION

A. TERM. This contract is in effect from January 15, 2011 until December 31, 2011.

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 **$43,603.25** (forty-three thousand six hundred three dollars and twenty-five cents) for the services specified herein.

B. PAYMENT STRUCTURE.

1. DHHS agrees to reimburse the Contractor **$3,650.10 per month**, upon submission of a monthly billing, for the operation of the School Intervention Program in the Western Service Area of the State located in **Lexington**, Nebraska.
2. DHHS agrees to reimburse the Contractor up to **$1,450.50 during the term of the contract** for programming and training.
   a) The Contractor will implement and provide intermediate sanction programming, graduated sanction activities that include rewards and incentives, and community service and restorative justice projects. Reimbursement will be made upon the submission of a monthly billing and financial report for the actual costs incurred by the Contractor for programming, equipment, travel, mileage, and supplies. The Contractor agrees to maintain all financial and expenditure documentation associated with the program.
   b) The Contractor will be reimbursed for the School Intervention Worker's participation in one (1) annual training conference, provided by the Nebraska Juvenile Justice Association, to enhance leadership skills in prevention programs and juvenile justice. Reimbursement will be made upon the submission of a billing for conference registration fees, lodging, meals, and travel expenses.

III. SCOPE OF SERVICES

A. PROGRAM STANDARDS

1. Service Provision:
   a) The Contractor will provide a School Intervention Program, (hereinafter, the "Program") for youth who are wards of DHHS, DHHS-Office of Juvenile Services and youth supervised by the Nebraska Office of Probation Administration (hereinafter the "Probation") who are under the provisions of the Juvenile Accountability Block Grant (JABG) program.
   b) The Contractor will provide adjudicated youth a structured intermediate sanction program within the school setting and specialized summer programming as an alternative to institutionalization, promote safety within the school setting, assist with community adjustment for youth returning from the Youth Rehabilitation and Treatment Centers or other more restrictive residential care, and provide an alternative to institutional revocation or more restrictive placement for youth who having difficulty succeeding in regular community supervision.
   c) The Contractor will provide evidence-based or best practice programming, graduated sanction activities that include rewards and incentives, community

service and restorative justice projects, and educational classes that will lead to positive engagements and accountability of the youth.

d) The Contractor will provide a School Intervention Worker (hereinafter the "SIW") who will administer the program and act as a liaison between the school, family, DHHS, and Probation while supervising youth, referred by DHHS and Probation, who are needing academic support, specialized programming, and monitoring.
   1) The SIW will work forty (40) hours a week and will be entitled to observe holidays as designated by the Contractor.
   2) The Contractor will provide continuous programming when a SIW is on approved leave. The Contractor will have available personnel who have been equally trained to administer the program.
   3) In the event of a vacancy, the Contractor will immediately inform DHHS, in writing, how the established program will continue and a time line for the filling of the vacancy. During a vacancy, reimbursement will be pro-rated based on the actual days programming was provided to the youth.

2. Program:
   a) The SIW will be responsible for a school program that will provide academic support and monitoring for youth in a formal educational setting.
      1) The in-school supervision of youth will correspond to the first day of the calendar school year through the last day of the calendar school year as determined by the designated school's schedule.
      2) The SIW will work forty (40) hours a week during the calendar school year to plan, implement, and administer the school program.
      3) The SIW will be responsible for: providing intensive support and intervention based on the youth's academic need, attendance, and behavior performance within the school setting; program development and monitoring; accessing community resources and coordinating services; and reporting upon the daily activities of the youth.
      4) Specific duties may include: daily reviewing of attendance logs and actively securing the youth's presence in school; monitoring academic performance and progress; maintaining of face-to-face and collateral contacts; providing additional support for problem behaviors; assist with participation in school and extra curricular activities; provide opportunities for advanced academic planning; and participation in team meetings involving educational personnel, the family, DHHS, and Probation.
   b) The SIW will be responsible for a summer program for identified youth who need further support through the summer with specialized programming.
      1) The summer program will correspond to the first day school is out of session through the last day school is out of session.
      2) When school is out of session, the SIW will work forty (40) hours a week to plan, implement, and administer a summer program.
      3) The SIW will be responsible for: developing program curriculum; accessing community resources and coordinating services; establishing community service and restorative justice projects; supervising youth and monitoring

attendance, performance, and behavior; and reporting upon the daily activities of the youth.

4) Specific duties may include: formulating educational classes on anger management; sex education & responsibility; drug & alcohol education; dating & domestic violence; healthy relationships; diversity; CPR & First Aid; animal care; employment & independent living skills; networking with community leaders and agencies, law enforcement, teachers, and court officials for formal presentations; and participation in team meetings involving the family, DHHS and Probation.
5) The SIW will submit the summer program curriculum to DHHS prior to implementation.

3. Referral:
   a) The Contractor understands and agrees to accept and serve all youth who are referred to them by DHHS and Probation under the JABG Grant who require intensive services. Referrals may include youth that are residing at home or in foster care, or in an independent living placement. The Contractor further understands and agrees that services will not be provided when a youth is in Emergency Shelter Care, Group Home Care, Detention, Emergency Shelter Center, or in a Youth Rehabilitation and Treatment Center.
   b) The Contractor agrees to provide programming for a **maximum of 40 youth at any one time.** Maximum caseload capacity includes the total number of youth referred from DHHS and Probation.
   c) DHHS and Probation will be required to submit to the Contractor a Program Referral Form, as developed by DHHS, on each youth. This form will be accepted by the Contractor as a formal request to initiate services under the program.

4. Service Delivery and Family Involvement:
   a) Direct services will be delivered with a family centered, strength-based, needs driven, and individually based approach.
   b) The SIW will assist the youth and the family to achieve goals as defined in the youth's service plan and supervision agreement.
   c) The SIW will assess the youth's support systems and build on identified strengths and facilitate involvement in school, family, and community activities.
   d) The SIW will help the family to identify long term support systems and connect the youth with those systems.

5. Removal:
   a) DHHS and Probation may remove a youth immediately upon notice to the Contractor for such reasons as: violating the conditions of the youth's service plan and supervision agreement; non-compliance with case plan; arrest; revocation of parole and/or probation; court discharge; or other causes determined by DHHS and Probation to be in the best interest of the youth.
   b) The Contractor agrees to report promptly to DHHS and Probation if the youth violates the conditions of his/her service plan and supervision agreement.

6. Discharge:
   a) The Contractor agrees to maintain outcome-based goals and discharge plan on each youth in conjunction with DHHS and Probation. DHHS, Probation and the Contractor must mutually agree upon subsequent changes to these plans.
   b) Discharge planning with DHHS and Probation will begin at the time the youth is accepted into the program.

B. ADMINISTRATIVE STANDARDS
1. Required Reports:
   a) The Contractor will be required to document the daily monitoring of each youth, the progress of each youth, each youth's successful/unsuccessful completion of the program, and/or removal from the program, and the reasons for such determination. These progress notes should include, but are not limited to documentation of the youth's displayed behaviors, interventions, support services provided, attendance records, academic standings, and critical incidents. A School Intervention Contact Form, as developed by DHHS, will be completed by the Contractor documenting personal and collateral contacts and programming.
   b) The Contractor will be required to report immediately (verbally) to DHHS and Probation all changes which affect the youth's status, such as: runaway, law violations, violent behavior, suicidal ideations, illness, and changes in school status.
   c) The Contractor agrees to maintain all forms and documentation necessary in providing services associated with the program. The Contractor agrees to provide documentation of such forms upon the request of DHHS, Probation, and Nebraska Commission on Law Enforcement and Criminal Justice, if such documentation is needed.
   d) The Contractor will submit to DHHS a Quarterly Statistical Report, a Quarterly Activity Summary, and a Quarterly Performance Measures Report. All reports and summaries will be in compliance with the programming requirements established by the Nebraska Commission on Law Enforcement and Criminal Justice and as so specified under the Juvenile Accountability Block Grant. Quarterly reports will be submitted to DHHS on the 10th of the month following the end of each quarter during the Contract term. DHHS will provide the Contractor with all the necessary forms needed to comply with the programming requirements.

2. Staff Standards:
   a) Background Checks
      The Contractor agrees to conduct a National Criminal History Check on all newly hired employees, interns or volunteers who may have contact with a youth or his/her family during the course of providing services as outlined in the performance of this contract.
   b) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, or volunteers who may have contact with a youth or his/her

family during the course of providing services as outlined in the performance of this contract. Such in-state background checks will include a check of the following state registries:

1) The Sex Offender Registry maintained by the Nebraska State Patrol;
2) The Nebraska Child Abuse and Neglect Central Register; and
3) The Nebraska Adult Abuse and Neglect Central Registry.

c) The Contractor will 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 will not allow the individual to have direct contract with any youth.

d) The Contractor agrees to perform out-of-state background checks on all newly hired employees, interns, and volunteers who have resided in Nebraska for less than two (2) years and may have contact with a youth or his/her family during the course of providing services as outlined in the performance of this contract. The Contractor will 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, a Child Abuse and Neglect Central Register, or an Adult Abuse and Neglect Central Registry, or any such similar registry, the Contractor agrees to complete a criminal background check in the cities, counties, and states of previous residence. If a background check results in a record being identified, the Contractor will not allow the individual to have direct contact with any youth.

e) The Contractor will 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, a Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Registry, or any such similar registry, the Contractor will complete a national, state, and local criminal background check. If a background check results in a record being identified, the Contractor will not allow the individual to have direct contact with any youth.

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

g) If a background check results in a record being identified, the Contractor will develop a process to review and determine if they want to request DHHS approval to hire said employee. Requests for an exception will be made in writing to DHHS 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 will utilize the criteria set forth in DHHS Policy 390 NAC 7-004.02d, 7-004.02d 2, and 3 when a background record is identified. DHHS will have forty-five (45) days to respond to such an exception. All documentation related to the process is maintained in the Contractor's staff personnel records.

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

3. Staff Qualifications:
   a) The Contractor agrees to ensure that all employees involved in the Program are at least nineteen (19) years of age. The SIW must have a bachelor's degree or high school diploma or GED and a minimum of two years experience in social services field. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field.
   b) The Supervisor must have a minimum of bachelor's degree in social work or a related field and two (2) years experience in human services. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field.

4. Staff Training: The Contractor agrees to recruit, train, and support one (1) School Intervention Worker position. DHHS will provide training and technical assistance on required program procedures, data collection, utilization, and completion of required program forms.

C. General Program Requirements
   1. Conflict Resolution: Should the Contractor have any concerns with the provision of the care and subsequent reimbursement, the Contractor will initiate a communication with DHHS.
   2. Overpayments: Should DHHS overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify DHHS within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of DHHS and that DHHS retains the right to recover any and all amounts overpaid. DHHS will offset overpaid amounts by withholding or reducing future payments.

   3. 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 laws 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 $1,000.00 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 when transporting youth while providing services under this contract.

4. Insurance: The Contractor will 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 vehicle;
   d) Professional liability;
   e) Errors and omissions, if applicable to the duties performed under this Contract;
   f) Premises and property.

   The Contractor will provide to DHHS within thirty (30) days of execution of this contract a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the DHHS, along with evidence that the Contractor has obtained replacement coverage for the cancelled policy(s), to ensure that there is no break in coverage

   The Contractor will ensure that all individuals transporting youth have current, valid driver's license.

5. Release of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newsletters, etc., without the written consent of DHHS and agreement of the parent, if parental rights are intact.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

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.

1. 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.

2. 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.

3. 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.

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 continues 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.

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 conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

ACH Enrollment Form Requirements for Payment
"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to 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 clause 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.

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.

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:

Peggy L. Barner
Department of Health & Human Services

P.O. Box 95026
Lincoln, NE. 68509-5026
402-471-8402

FOR CONTRACTOR:

Jeannine J. Lane, CEO
BSM dba McCounaghy Discovery Center
P.O. Box 299
Ogallala, NE. 69153
308-284-4491

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:

Edward H. Matney
Policy Section Administrator
Department of Health and Human Services

Division of Children & Family Services

DATE: 26 January 2011

FOR CONTRACTOR:

Jeannine J. Lane
Chief Executive Officer
BSM dba McCounaghy Discovery Center

DATE: January 26, 2011