

JUVENILE DETENTION SERVICES CONTRACT

This contract is entered into by and between the State of Nebraska, Department of Health and Human Services on behalf of the Office of Juvenile Services (hereinafter DHHS-OJS), and **Northeast Nebraska Juvenile Services** (hereinafter the "Contractor") located at **1313½ North Main, Madison, NE 68748**.

WITNESSETH

Whereas DHHS-OJS is desirous of contracting for the provision of **DETENTION SERVICES** to youth committed to, or placed with DHHS-OJS; and

Whereas the Contractor is providing Detention Services in a Juvenile Detention Facility; located at **1313½ North Main Madison, NE 68748**.

Now, therefore, the parties agree as follows:

I. Term and Termination

A. Term of Contract

The term of this Contract shall remain in effect from **July 01, 2008 through June 30, 2009** unless otherwise terminated as provided herein below.

B. Termination

Either party hereto may terminate this Contract for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to the DHHS-OJS philosophy, the contract can be canceled immediately upon written notice. Payment for services provided to the date of the termination will be based on the consideration specified in Section IV.

II. Scope of Services by Contractor. The Contractor agrees to provide Detention Services for youth who are committed to the care and custody of DHHS-OJS under the following circumstances:

A. The court order states DHHS-OJS has full care and custody of a detained youth for placement in the community.

B. The court order places a juvenile in a detention setting pending a DHHS-OJS evaluation. For purposes of this Contract, the parties agree that an evaluation begins when the evaluation provider makes a person to person contact with the youth, family/relatives or other person (including but not limited to, court officials, probation officer, juvenile services officers, therapist, and/or school official) or is

directed by the court for purposes of obtaining information necessary for the assessment of the youth. The evaluation ends when the final evaluation report is delivered to the juvenile court. DHHS-OJS agrees to provide the Contractor with written confirmation of the date the evaluation begins and the date the final evaluation report is delivered to the juvenile court.

- C. The parties further agree that DHHS-OJS is responsible for the pre-evaluation detention costs for any days over the first ten days from the date the evaluation is ordered by the court.
- D. DHHS-OJS issues a written Detainer placing a youth in detention for purposes of conducting an administrative review hearing.
- E. DHHS-OJS authorizes in writing the detention of a youth that is detained by a law enforcement agency, as a result of a new law violation to be processed in juvenile court.
- F. The Court orders a youth committed to one of the YRTC's. DHHS-OJS shall only be responsible until the date of the order committing the youth, and not for any dates thereafter.
- G. The Contractor agrees that for valuable consideration provided by DHHS-OJS, the Contractor will provide Detention Services as described in Attachment A, and in accordance with standards outlined in Attachment B, which is attached hereto and by this reference are incorporated as if set forth verbatim. The Contractor agrees that services shall be provided to DHHS-OJS and that any other services operated by the Contractor are not covered by this contract. Services shall include the following:
 - H. Service to be Provided.
 - 1. The Contractor agrees to accept and serve all youth referred to them by DHHS-OJS. However if the Contractor is at or over capacity at the time of referral or is unable to meet the medical or psychological needs of the juvenile DHHS-OJS agrees to remove the juvenile from the detention center within 12 hours from placement. This acceptance and continuing commitment to serve and protect is unconditional.
 - 2. The Contractor agrees to verify the authority for the detention by securing a copy of a "Detainer for Apprehension and Temporary Detention of Juveniles" from the referring DHHS-OJS Case Manager. The Contractor agrees to verify the authority for detention by securing a copy of the court order from the presiding court. A copy of the detainer and/or court order must accompany the billing document.

3. The Contractor is responsible for providing shelter, food, personal hygiene items, and recreational activities.
 4. 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 DHHS-OJS Case Manager if available. The Contractor is responsible for updating the inventory. At the time of discharge, the Contractor will provide a copy of the written inventory to the next placement, parent, Case Manager, or guardian. The Contractor will ensure that all personal belongings of the youth are returned to the youth or DHHS-OJS Case Manager upon the discharge, or as soon thereafter as practicable. The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by 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.
 5. The Contractor will ensure that the safety and special needs of youth in their care are met by complying with the Nebraska Juvenile Detention Standards. The Contractor may determine appropriate placement of the youth within the facility based upon assessment and classification.
 6. Once a contract is finalized, the Contractor agrees to begin services immediately.
- I. Removal. DHHS-OJS may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, significant destruction of the care facility, or other causes determined by DHHS-OJS to be in the best interest of the child.
 - J. Discharge. The Contractor agrees to complete a discharge summary, and to submit it to the DHHS-OJS Case Manager within seven (7) working days following discharge.
- III. Performance Accountability. Should DHHS-OJS decide to implement performance accountability process, the Contractor agrees to work with DHHS-OJS to develop a system of performance accountability that measures quality, efficiency and effectiveness of service.

IV. Consideration.

1. DHHS-OJS agrees to pay the Contractor **\$170.00 per youth per day** when meeting the detention population criteria and time lines listed under Article III Scope of Services by Contractor..
2. DHHS-OJS will reimburse the Contractor for costs associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.
3. DHHS-OJS further agrees to make payment in conformance with the Nebraska Prompt Payment Act (Neb.Rev.Stat. 81-2401 through 81-2408) after the provision of care, the submission of billing, and the submission of required reports. DHHS-OJS reserves the right to withhold payment until required reports are received. DHHS-OJS may request that payment be made electronically instead of by state warrant.
4. DHHS-OJS agrees to pay the Contractor at the hourly rate for a Juvenile Detention Officer position at the time the service is provided (currently **\$ 10.00 per hour**) for one additional staff person per day for a maximum of twelve hours per day. The Contractor shall document the justification for using additional staff and provide a schedule of hours worked by the additional staff person. The Contractor will use the additional staff person when the Contractor determines that assistance is needed to meet the needs of juveniles that are demonstrating serious behavioral issues. Also the Contractor agrees to use the additional staff person or other detention center employee to provide transportation of a juvenile resident to a medical practitioner or hospital for non-life threatening emergency assistance.
5. DHHS-OJS agrees to pay for the first day of detention but not the last day.
6. 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 DHHS-OJS.

V. Request for Services Not Guaranteed. The Contractor understands and agrees that this contract does not guarantee that such services will be requested by DHHS-OJS. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from DHHS-OJS will be expected.

VI. Responsibilities and Authorizations. The Contractor recognizes and reaffirms DHHS-OJS' ongoing responsibility for the youth and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the youth's case plan is implemented by DHHS-OJS, except in cases in which the

Contractor has given written notice of desire to return a youth in accordance with this contract. Furthermore, all contacts with the youth's family are to be made in accordance with plans approved by DHHS-OJS, and the Contractor agrees not to accept payment from the family of the youth unless an established part of the case plan includes a fee for services. The youth is not to be transferred to any other facility or other placement without the authorization of DHHS-OJS.

VII. Research. DHHS-OJS prohibits the involvement of state wards in any research or clinical investigations without the prior expressed written and informed consent of DHHS-OJS. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the expressed written consent of the Director. 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.

VIII. Required Reports.

1. The Contractor will immediately report (verbally) to the DHHS-OJS Case Manager or the Case Managers Supervisor 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.).
2. The Contractor agrees to prepare a discharge summary for each youth and to send it to the DHHS-OJS Case Manager within seven working days of the completion of services. The discharge summary should document the youth's stay in the detention facility with specific documentation on any displayed behaviors, critical incidents, and any medication dispensed during the youth's stay in the detention facility.

IX. Authorization for Medical Care. The Contractor is hereby authorized to provide/obtain all necessary emergency medical care for state wards placed in their care. If the emergency is of a medical or psychiatric nature that may necessitate hospital admission, the Contractor shall contact DHHS-OJS or designee. When emergency medical care is provided/obtained for a state ward, the Contractor shall notify the youth's DHHS-OJS Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day.

X. HIV Testing Prohibited. DHHS-OJS does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from DHHS-OJS. When consent is obtained, testing must be performed according to

written DHHS-OJS 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 requirements 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 DHHS-OJS will 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, DHHS-OJS will 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 DHHS-OJS will be notified of the results of such confidential testing. All medical contact, emergency and non-emergency, will be documented in one location in the state ward's case record by the Contractor.

XI. DHHS-OJS' Responsibilities to the Contractor. DHHS-OJS agrees to enforce the following time lines when authorizing detention services to youth:

1. Youth ordered to DHHS-OJS for placement in the community shall be removed from detention immediately upon becoming aware of the court order; unless the court has ordered the youth remain in detention pending placement.
2. Placement of youth in detention by DHHS-OJS to review violations and return to the community will not exceed 3 days without authorization from the Service Area Administrator or their designee.
3. Placement of youth in detention by DHHS-OJS to review violations and return to an YRTC will not exceed 3 days.
4. Placement of youth in detention that are returning to the juvenile court for further disposition will not exceed 15 days without receiving authorization from the Service Area Administrator or their designee.
5. The length of detention for youth charged with new law violation(s) will be reviewed by DHHS-OJS every 7 days.
6. If a youth is placed in the detention without adequate clothing, DHHS-OJS Case Manager will assess the situation and authorize the purchase of clothing,

at DHHS-OJS expense as needed to provide for the youth for a short period of time.

7. DHHS-OJS will comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and the Nebraska Juvenile Detention Standards in the placement of youths with the Contractor.
8. DHHS-OJS agrees to share information prior to placement and during placement about each youth, including relevant health and background facts and on-going case information, to plan with the Contractor regarding the services to be developed and provided to the child, and to insure safety for the youth and others.
9. The DHHS-OJS Case Manager will provide the facility with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles". Medications and doctors' orders will accompany the youth at time of placement when possible.
10. DHHS-OJS will give notice of plans to remove a youth from the service.
11. If DHHS-OJS determines it is necessary for a youth to remain in detention beyond seven days, the DHHS-OJS Case Manager will contact the Contractor to review the case every three days. DHHS-OJS must authorize in writing any placement continuing past seven days.

XII. Access to Records and/or Premises and Audit Liability:

1. The Contractor agrees to maintain complete records, as defined by the Nebraska Juvenile Detention Standards, regarding the care provided to juveniles under this Contract, and to allow free access at reasonable times by duly authorized representatives of DHHS-OJS, the Auditor of Public Accounts, or of the United States Department of Health and Human Services, to such records for the purposes of making audits, examinations, excerpts, and transcripts. Such access to records shall continue beyond the termination date of this Contract for a period of three (6) years. DHHS-OJS reserves the right to perform on-site visits of the Contractor's premises at anytime for the purpose of evaluating the care being provided to juveniles by the Contractor. The Contractor shall refer all requests from the Court Appointed Special Advocate (CASA) and guardian ad litem to review records to DHHS-OJS' Case Manager for approval prior to permitting access to records.
2. All Contractor books, records, documents and premises 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-OJS.

These records shall be maintained by the Contractor for a period of six (6) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in this Contract, the Contractor shall agree that it will be held liable for audit exceptions, and shall return to DHHS-OJS all payments made under this Contract for which an exception has been taken or which has been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to DHHS-OJS in the course of an audit.

XIII. Individual Records. When the Contractor is holding, safeguarding, or handling the personal funds of youth being cared for in the Contractor's facility, individual records as to such funds must be kept. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:

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.

All money remaining in a youth's account upon leaving the facility shall be returned to the DHHS-OJS' Case Manager.

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

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

XV. Confidentiality. The Contractor agrees that any and all information gathered in the performance of this Contract, either independently or through DHHS-OJS, shall be held in the strictest confidence and shall be released to no one other than DHHS-OJS, without the prior written authorization of DHHS-OJS, or by written court order or valid statutory authorization, provided, that contrary contract provisions set forth hereinabove shall be deemed to authorize exceptions to this general confidentiality provision. Any requests for information, regarding the youth or the

youth's family, submitted to the Contractor shall be referred or forwarded to DHHS-OJS.

- XVI. 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 of 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.
- XVII. 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 DHHS-OJS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- XVIII. Sub-Contractors. The Contractor agrees that contractors shall not be utilized in the performance of this contract without the prior written authorization of DHHS-OJS.
- XIX. Amendment. This Contract may not be modified except by amendment made in writing and signed by either parties or their duly authorized representatives.
- XX. Breach of Contract.
1. Should the Contractor breach this Contract, DHHS-OJS may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. DHHS-OJS shall pay the Contractor only for such performance as has been properly completed. DHHS-OJS may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all reasonable expenses incurred in such additional Contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of Contract as allowed by law.

2. The waiver by DHHS-OJS 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 Director of DHHS-OJS.

XXI. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, DHHS-OJS 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, DHHS-OJS may terminate the contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. DHHS-OJS 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 state and/or federal 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 cancel this contract as of the effective date of the proposed reduction upon the provision of advance written notice to DHHS-OJS.

XXII. Data Ownership and Copyright: All data collected as a result of this project shall be the property of DHHS-OJS. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Contract. DHHS-OJS and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes.

XXIII. Background Checks.

- a) The Contractor shall conduct background checks on its employees, interns or volunteers who may have contact with the youth or his/her family during the course of providing services as outlined in the performance of this Contract.
- b) The Contractor agrees that neither it, nor its employees, interns, or volunteers shall have contact with the youth or his/her family prior to completion of a background check. If a background check identifies a felony or misdemeanor conviction the Contractor shall not allow that individual to have direct contact with a youth or his/her family until the Contractor has reviewed all criminal offenses.
- c) These Background checks will, at a minimum, include:

- (i) The Sex Offender Registry maintained by the Nebraska State Patrol.
- (ii) The Nebraska Child Abuse and Neglect Central Register.
- (iii) The Nebraska Adult Abuse and Neglect Central Register.
- (iv) Nebraska Department of Motor Vehicles if employees are transporting DHHS-OJS juveniles.

- XXIV. In the event the individual has resided in Nebraska for less than two years, the Contractor agrees to complete the above checks in the state(s) of previous residence. If an individual's prior state of residence does not maintain a Sex Offender Register; a Child Abuse and Neglect Central Register; or an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor agrees to complete a criminal background check in the cities, counties, and states of previous residence.
- XXV. Public Counsel. In the event the Contractor provides health and human services to individuals on behalf of DHHS-OJS under the terms of this contract, the Contractor shall submit to the jurisdiction of the public counsel under Neb. Rev. Stat. 81-8,240 to 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS-OJS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long Term Care Ombudsman act.
- XXVI. Conflict Resolution. Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the OJS Administrator or designee.
- XXVII. 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-OJS. 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 worker's 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.
- XXVIII. Hold Harmless. The Contractor agrees to indemnify and hold harmless to the fullest extent allowed by law, DHHS-OJS from and against any and all claims, damages, losses and expenses (including attorneys fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this Agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Each party agrees that it will be responsible for its

own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to person or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use.

All claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers, its agents, shall in no way be the responsibility of the State of Nebraska. The Contractor will hold the State of Nebraska harmless from any and all such claims, including all associated costs of defending such claims.

DHHS-OJS agrees to indemnify and hold harmless to the fullest extent allowed by law, the Contractor from and against any and all claims, damages, losses and expenses (including attorneys fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this Agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to person or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use.

XXIX. Release Indemnity, and Risk Management:

1. The Contractor shall assume all risk of loss and hold DHHS-OJS, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection

with this Contract and proximately caused by the negligent or intentional acts or omissions of the Contractor, its officers, employees, assignees, or agents.

2. DHHS-OJS, if liable, 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. DHHS-OJS does not assume liability for the action of its Contractors.

XXX. Insurance. The Contractor shall maintain the following types of insurance for the duties performed under this Contract:

- a) General liability,
- b) Workers Compensation, as required by Nebraska law,
- c) Automobile, both non-owned and hired car,
- d) Professional liability,
- e) Errors and omissions, if applicable to the duties performed under this Contract, and,
- f) Premises and property

The Contractor shall provide to DHHS-OJS 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 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 and transportation has been approved through the Contractor in conjunction with the DHHS-OJS worker.

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

XXXI. Workers Compensation. If the Contractor has employees involved in the carrying out of this Contract, the Contractor shall certify that it has obtained a policy providing coverage under the Nebraska Workers' Compensation Act for its employees or will obtain proof of such coverage within thirty (30) days after the commencement of this Contract and shall provide DHHS-OJS with proof of such coverage. A copy of the certificate of coverage is or shall be attached to this Contract. If the Contractor subcontracts a portion of the work involved in this Contract and has obtained approval for such subcontracting, it shall insure that the subcontractor has obtained workers' compensation insurance and will file proof of such insurance with DHHS-OJS.

XXXII. Overpayments. Should DHHS-OJS overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will

notify DHHS-OJS within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of DHHS-OJS, and that DHHS-OJS retains the right to recover any and all amounts overpaid. DHHS-OJS reserves the right to offset overpaid amounts by withholding or reducing future payments.

XXXIII. Lobbying

1. If the Contractor receives federal funds through DHHS-OJS, 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.

XXXIV. 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 children 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 in 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 will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- XXXV. Drug Free Workplace: The Contractor hereby assures DHHS-OJS that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy. The Contractor shall provide a copy of their drug free workplace policy to DHHS-OJS.
- XXXVI. 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.
- XXXVII. 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 (2005) ET. Seq. 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.
- XXXVIII. 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.
- XXXIX. 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.
- XL. 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 Director of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.
- XLI. 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.
- XLII. 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.

XLIII. Nebraska Technology Access Standards: The Contractor agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities. Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://nitc.nol.org/standards/> and are part of DHHS-OJS' General Provisions.

XLIV. NOTICES: Any written notices required by this Contract shall be sent to the following addresses for each party here:

Nebraska Dept. Health and Human Services
Department of Services
PO Box 95044
Lincoln, NE 68509-5044

Northeast Nebraska Juvenile Services
1313-1/2 North Main
Madison, NE 68748

STATE OF NEBRASKA,
DEPARTMENT OF HEALTH AND
HUMAN SERVICES

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

Dated this 2 day of
April, 2008

47-0757768
Federal Taxpayer Identification
Number or Social Security

BY [Signature]
Contractor

Contract Number

Dated this 1st day of
April, 2008