

EMERGENCY SHELTER/RESIDENTIAL SAFETY CONTRACT

BETWEEN THE

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

NORFOLK GROUP HOME

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **Norfolk Group Home, 201 North 12th Street, Norfolk Nebraska 68701** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is provide Emergency Shelter Care available for children in need of short term out-home-care, upon referral by the Central, Northern or Western Service Areas.

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from October 1, 2010 until June 30, 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 **\$150,000.00** for services specified herein.
- B. The Department agrees to pay the Contractor **\$137.00 per youth per day** upon placement by the CFS Specialist. The daily rate will be paid for the admission date but not the discharge date.
- C. The Department agrees to pay the Contractor for transportation services provided to community services beyond a 25-mile radius as authorized by the CFS Specialist. The rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies, which are in effect at the time the expense is incurred. Travel

expense policies are found in the State Accounting Manual.

- D. The Department further agrees to make payment in conformance with the Nebraska Prompt Payment Act after the provision of care, the submission of billing, and the submission of required reports.
- E. The Department reserves the right to withhold payment until required reports are received.
- F. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this Contract without prior approval and agreement of the Department.
- G. The Contractor agrees not to accept payment from the family of the youth unless an established part of the Department's case plan includes a fee for services.
- H. Billing Procedure: The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the receipt of the Departments authorization. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid

III. SCOPE OF SERVICES

The Contractor agrees to perform the following services:

The Contractor agrees to provide Emergency Shelter Center Services for a maximum of 4 youth at any one time for youth who are either wards of the Department, or who are voluntary cases with the Department, or who are taken into temporary protective custody by law enforcement and who are directly referred for placement by the Department. Emergency Shelter Center Services is a short-term service that is not expected to exceed thirty (30) days. The service shall support youth and families who are experiencing a crisis situation that requires a break from the home and provide a safe secure facility with 24-hour awake supervision.

A. PROGRAM STANDARDS

Standards shall include the following:

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

1. Admission Standards: The Contractor shall accept and serve all youth who are referred to them by the Department. This acceptance and continuing commitment to serve and protect is unconditional on each youth's diagnosis, history, and

presenting problems or behaviors, unless the youth's characteristics meet the following limited exceptions:

- a) acute mental or physical illness requiring approved out-of-home treatment authorized by Medicaid or Medicaid Managed Care; or
- b) behaviors requiring removal from the facility as determined by law enforcement and/or the courts.

2. Service Standards:

a) Family Involvement Standards

All contacts with the youth's family are to be made in accordance with plans approved by the Department. The facility shall involve the youth's family, as directed by the CFS Specialist, in the following ways:

- (1) by providing a setting for family visits which includes intermittent monitoring of the youth's safety,
- (2) by assisting with the coordination of family visits in the family home,
- (3) by coordinating other family contacts,
- (4) by providing the family with orientation to the facility and program,
- (5) by including the family in developing and implementing the service plan, and,
- (6) by integrating the family into the care of the youth through regular communication and informal consultation which may include but not be limited to activities such as:
 - (a) family meetings,
 - (b) teaching of specific behavior management techniques,
 - (c) parent education, and
 - (d) parent support groups.

b) Safety Standards

- (1) The Department agrees to share information about each youth prior to and during placement. This includes known risk and safety information, relevant health and background facts, and on-going case information.
- (2) The Department and Contractor shall plan and develop services to be provided to the youth to insure safety for the youth and others.
- (3) The Contractor shall ensure that youth are safe while in their care. The Contractor may utilize additional staff when at least one youth in placement meets one of the following criteria:
 - (a) a youth requires supervision that may include physical intervention,
 - (b) a youth exhibits assaultive, disruptive, or aggressive behaviors,
 - (c) a youth engages in significant property destruction,
 - (d) a youth is unresponsive to verbal redirection,
 - (e) a youth presents a danger regarding sexually assaulting others based on recent history,
 - (f) a youth requires monitoring for possible suicidal or self-harming behaviors, or
 - (g) a youth has special medical needs such as a disability that requires additional supervision but that does not require approved out of home treatment.

- (4) The Contractor agrees to allow community treatment providers access to youth that have been authorized by practitioners to receive treatment services through Medicaid or Medicaid Managed Care.
 - (5) The Department may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, significant destruction of the facility, or other causes determined by the Department to be in the best interest of the youth.
 - (6) In cases where the Contractor believes the continued care of a youth places either that youth, another youth residing in the shelter facility, or a staff member in the shelter facility at imminent risk of being harmed, the Contractor shall take action to provide for the safety of the youth. The Contractor shall contact the and the CFS Specialist or designee shall review the case specifics within twenty four (24) hours for review of actions and next steps, and shall agree on a service plan within the shelter facility that shall meet the needs of the youth and shall ensure the safety needs of all youth and staff in the facility.
 - (7) The Contractor shall report any suspected abuse and neglect concerns to the Department's Hotline 1-800-652-1999.
- c) Education Standards
- (1) The Contractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into the shelter, when the school is within a 25-mile radius of the facility.
 - (2) For youth suspended from, expelled from, or not enrolled in school, the Contractor shall provide or arrange for structured educational and or vocational activities (i.e., structured homework time, additional reading and writing activities, independent study assignments and independent living skills).
 - (3) The facility shall provide assistance with homework, or arrange for the provision of additional assistance as needed.
 - (4) The Contractor shall provide each youth with the minimum school supplies required by each school. The facility shall maintain regular contact with school to monitor the youth's progress. If the Contractor operates a school, or a school is located in the facility, the Contractor agrees to comply with NE State Department of Education's Rule 18.
- d) Recreation Standards
- (1) The Contractor shall make every effort to provide planned, structured, age appropriate recreational activities in a community setting at least once a week. Individual youth unable to participate in community activities because of CFS Specialist documented community safety or other safety issues shall have planned, structured and age appropriate recreational opportunities within the facility.
 - (2) The Contractor shall maintain a record of those activities. These activities will encourage the youth to be reintegrated into the community with the goals of improving social skills and interpersonal relationships. The Contractor assumes all costs associated with these activities.
- e) Medical Standards

- (1) Emergency Medical Services
 - (a) The Contractor is hereby authorized and required to obtain all necessary emergency medical care for youth placed in their Facility. When emergency medical care is obtained for a youth, the Contractor shall notify the CFS Specialist or designee.
 - (b) If the emergency is of a psychiatric nature, which may necessitate hospital admission, the Contractor shall contact the CFS Specialist or designee immediately.
- (2) Non-emergency Medical Services
 - (a) For non-emergency medical care, the Contractor shall obtain prior authorization for all youth prior to allowing a youth to receive non-emergency medical care, from the CFS Specialist or designee. Non-emergency medical care shall include but is not limited to:
 - (i) routine or elective medical examinations,
 - (ii) routine or elective medical tests,
 - (iii) routine or elective medical procedures, and,
 - (iv) any non-urgent medical care that can safely be delayed until CFS Specialist is contacted to give informed consent for medical care.
- (3) The Contractor agrees to assist the CFS Specialist in accessing appropriate mental health services.
- (4) The Contractor shall utilize Medicaid and Medicaid Managed Care approved medical and mental health providers as agreed upon by the Department.
- (5) The Department is responsible for all prescription costs not covered by Medicaid or Medicaid Managed Care.
- (6) The Contractor shall document all medical contact, emergency and non-emergency, in one location in the youth's case record.
- (7) Medication Policy -The Contractor shall be responsible for developing a Medication Policy identifying how the agency shall handle the provision of medication to youth in their care. The Contractor must provide to the Department within thirty (30) days of execution of this Agreement the Medication Policy to be used by their facility. Notice of any changes to the medication policy must be submitted immediately to the Service Area Contract Liaison or designee. The facility shall coordinate medical services, and monitor medication and health care needs.
- (8) The Contractor agrees to maintain an individual Medication Log for each youth residing in the Contractor's care. The Medication Log shall include:
 - (a) The youth's name,
 - (b) The name of medication given,
 - (c) The date, time, dosage, route of each provision, schedule for provision, any refusal by the youth, and person's name who provided the medication, and,
 - (d) The youth's medication allergies and sensitivities, if any.
- (9) The Medication Log shall be made available to the Service Area Contract Liaison, CFS Specialist or designee upon request. The Contractor shall document the information listed below in the case record at Intake and Discharge:

- (a) the medication(s) needs of the youth,
 - (b) medication(s) prescribed to the youth while in the Contractor's care,
 - (c) the individual receiving medications for the youth, and,
 - (d) the individual to whom the medications for the youth were discharged.
- f) Transportation Standards
- (1) The Contractor agrees to transport youth to services within a 25-mile radius of the facility at no additional cost to the Department. This includes but is not limited to transporting youth to?
 - (a) activities and community services,
 - (b) therapy visits,
 - (c) doctor appointments,
 - (d) family visits, and,
 - (e) the school where the youth is currently enrolled.
 - (2) The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes.
- g) Personal Needs Standards
- The Contractor is responsible for providing food, personal grooming items, and clothing for each youth.
- (1) Clothing and Personal Items
- (a) The Contractor agrees to complete an inventory on all youth that enter the facility. This inventory will document all personal belongings of the youth at the time of admittance. The inventory shall be dated and signed by the Contractor and youth, and by their parents and the CFS Specialist if available.
 - (b) The Contractor is responsible for updating the inventory.
 - (c) The CFS Specialist shall assess, in conjunction with the Contractor, the youth's clothing needs. After the determination of need and the length of time the youth will be out of home, along with other factors, the CFS Specialist may provide for clothing up to the recommended clothing allotment. Clothing is expected to be appropriate, in reasonable shape, and to fit the youth. The recommended clothing allotment includes:
 - (i) Socks - 7 pair
 - (ii) Underwear - 7 pair
 - (iii) Bras (girls) - 3
 - (iv) Pants / shorts (seasonal) – 5
 - (v) Shirts – 5
 - (vi) Seasonal Coat – 1
 - (vii) Shoes - 2 pair
 - (d) The CFS Specialist may authorize an amount of money to bring the youth's inventory up to the recommended clothing allotment.
 - (e) The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by the youth under the Contractor's care in order to prevent the theft, damage, or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment against the Contractor.

(2) Food

The Contractor must provide each youth with a nourishing, palatable, well-balanced diet that meets the daily nutritional special dietary needs of each youth. In the event that a Contractor contracts for the services of an outside food service management company, the Contractor remains responsible for compliance with the nutritional and dietary requirements. Special dietary needs of youth shall be met if medically prescribed. The Contractor must provide at least three (3) meals daily, at regular times comparable to normal mealtimes in the community. The Contractor shall be required to provide an afternoon snack.

(3) Personal Grooming

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

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

h) Plan Development

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

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

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

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

(2) Discharge Plan

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

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

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

i) Special Needs

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

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

Special equipment needed by a youth, such as a soundboard, TDD, hearing aides, etc. should be purchased through Medicaid for Medicaid Managed Care, or through community and/or public agencies. Only when these means fail can the Department be approached for payment.

All equipment purchased by the Department shall be the property of the Department and the youth, therefore, when the youth leaves the facility, the equipment shall follow the youth.

j) Discharge Procedures

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

B. ADMINISTRATIVE STANDARDS.

The Contractor acknowledges that this program exists in a neighborhood and community, and agrees to make every effort to work cooperatively with neighbors to ensure the success of the facility. Once a Contract is finalized, the Contractor agrees to begin services immediately.

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

- b) Progress Notes: The Contractor agrees to document the progress of the youth and the youth's family on stated goals a minimum of once per week. Progress notes should include, but are not limited to:
 - (1) documentation of the youth's displayed behaviors
 - (2) critical incidents
 - (3) all medication dispensed.
 - c) Critical Incidents: The Contractor shall immediately report (verbally) to the CFS Specialist all changes which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc.).
 - d) Upon request of the CFS Specialist, the Contractor shall prepare a discharge summary for each youth, and submit it to the CFS Specialist within seven (7) working days of the completion of services.
3. Personal Funds of Youth: When the Contractor is holding, safeguarding, or handling the personal funds of a youth being cared for in the Contractor's facility, individual records as to such funds must be kept. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:
- a) Youth's name,
 - b) Identification of youth's guardian,
 - c) Admission date,
 - d) Date and amount of each deposit or withdrawal,
 - e) Name of person accepting withdrawn funds, and,
 - f) Balance after each transaction

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

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

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

4. Staff Standards:

a) Background Checks

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

testing is never considered necessary as a prerequisite for obtaining services. The Contractor and the Service Area Contract Liaison or designee shall jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, the Service Area Contract Liaison or designee shall request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that the CFS Specialist or designee shall be notified of the results of such confidential testing.

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

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

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

Title _____

DATE: 10/18/2010

DATE: _____