AGENCY SUPPORTED FOSTER CARE CONTRACT

CFS
JUL 15 2009
POLICY UNIT

BETWEEN THE

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

AND

OMNI BEHAVIORAL HEALTH

NORTHERN SERVICE AREA

SECOND AMENDMENT JULY 2009

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

The Contract between the parties commencing July 1, 2008 is hereby amended as follows for services provided beginning July 1, 2009:

II. CONSIDERATION

A. The Department agrees to pay the Contractor **$69.00 per youth per day** for Agency Based Foster Care upon placement by the Child and Family Services Specialist.
B. The Department agrees to pay the Contractor **$69.00 per youth per day** for an Agency Based Foster Care bed hold for a maximum of five (5) days per occurrence.
C. The Department agrees to pay the Contractor **$44.00 per youth per day** for Continuity Foster Care.
D. The Department agrees to pay the Contractor **$44.00 per youth per day** for Continuity Foster Care bed hold for a maximum of five (5) days per occurrence.
E. The Department agrees to pay the Contractor **$65.00 per youth per day** for Emergency Foster Care.
F. The Department agrees to pay the Contractor **$10.00 per hour** up to a maximum of six (6) hours for respite care. Partial hours of service shall be billed as follows:
   1. 1-15 minutes to be billed as .25 hours,
   2. 16-30 minutes to be billed as .5 hours,
   3. 31-45 minutes to be billed as .75 hours,
   4. 46-60 minutes to be billed as 1 hour.
G. For Respite Care services provided in excess of six hours through 24 hours the Department agrees to pay the Contractor **$60.00.**

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

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

FOR THE DEPARTMENT:

Signature

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

DATE: 07/02/2009

FOR THE CONTRACTOR:

Signature

~~Director~~ Treasurer and General Counsel
OMNI Behavioral Health

DATE: July 13, 2009

AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Children and Family Services

AND

OMNI Behavioral Health

AMENDMENT One, August 2008

Northern Service Area

CFS

SEP 05 2008

POLICY UNIT

OMNI 7715

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

The Contract between the parties dated June 26, 2008 is hereby amended as follows:

Article III. C. 5. a. 1) The first two sentences "The Contractor shall submit an annual report that includes the data elements required in Article II.B.1. The Contractor shall annually report performance measures for the time period July 1 – June 30 which must be received by the Department by September 1." shall be deleted and replaced by:

1) "The Contractor shall submit a quarterly report that includes the data elements required in Article III.C.4. The Contractor shall report performance measures quarterly which must be received by the ASO by the 10th working day of the month following the end of the quarter."

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

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

FOR THE DEPARTMENT:

Signature

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

DATE: 8/24/08

FOR THE CONTRACTOR:

Signature

William Reay, President & CEO
President & CEO
OMNI Behavioral Health

DATE: 9-2-08

#7715

AGENCY SUPPORTED FOSTER CARE CONTRACT

BETWEEN THE

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

AND

OMNI BEHAVIORAL HEALTH

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

I. TERM AND TERMINATION

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

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

II. CONSIDERATION

A. The Department agrees to pay the Contractor **$68.00 per youth per day** for Agency Based Foster Care upon placement by the Protection and Safety Worker.
B. The Department agrees to pay the Contractor **$68.00 per youth per day** for an Agency Based Foster Care bed hold for a maximum of five (5) days per occurrence.
C. The Department agrees to pay the Contractor **$43.00 per youth per day** for Continuity Foster Care.
D. The Department agrees to pay the Contractor **$43.00 per youth per day** for Continuity Foster Care bed hold for a maximum of five (5) days per occurrence.
E. The Department agrees to pay the Contractor **$64.00 per youth per day** for Emergency Foster Care.
F. The Department agrees to pay the Contractor **$10.00 per hour** up to a maximum of six (6) hours for respite care. Partial hours of service shall be billed as follows:
   1. 1-15 minutes to be billed as .25 hours,
   2. 16-30 minutes to be billed as .5 hours,
   3. 31-45 minutes to be billed as .75 hours,

4. 46-60 minutes to be billed as 1 hour.

G. For Respite Care services provided in excess of six hours through 24 hours the Department agrees to pay the Contractor **$59.00.**

H. The Contractor must register with the Administrative Service Organization (ASO) in order to receive payment for services.

I. The Department agrees to pay the foster parent directly for siblings, pre-adoptive, and children of teen parents in placements in an Agency Based Foster home at a rate determined by the Department's FC Pay system. Children of teen parents who are not state wards will be the financial responsibility of the teen parent.

J. The Department agrees to pay the Contractor for transportation services provided to community services beyond a 25-mile radius as authorized by the Protection and Safety Worker. The rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies, which are in effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manual.

K. Child Care: The Department agrees to reimburse the Child Care Provider for child care expenses not to exceed the Department's Child Care Rates and only if the following criteria are met:
   1. Child care may be authorized for the hours when the foster parent(s) works or attends school. In two parent foster families, both foster parents must work outside the home or attend school during the hours for which child care is provided. Child care may be authorized during the working hours or school hours (to include reasonable travel time) of the parent(s). Child care cannot be paid to foster parents who provide child care services in their homes.
   2. Child care may be approved for brief periods of time, consisting of a few hours, to provide supervision for a ward when the foster parent must be absent in order to meet the needs of another ward in their care (for example, taking a child to therapy and:
      a. The other foster parent is employed and at work at the time.
      b. The child needing supervision cannot accompany the foster parent.
      c. The amount paid for child care must be within the Department's child care rate. If the provider (of child care) has a contract with the Department, the contract rate is used.
   3. If the provider does not have a contract, the rate must not go above the maximum Department rate for the type of care, unit of time, and age of the child as appropriate to the service are locations.
   4. Child care providers must be licensed or approved by the Department prior to providing care.

L. The Contractor understands and agrees that this Contract does not guarantee that the Department shall request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department shall be expected.

M. The Department reserves the right to withhold payment until required reports are received.

N. 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.

O. 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.
P. The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the provision of service. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid.

III. SCOPE OF SERVICES

The Contractor agrees to provide Agency Supported Foster Care. The four (4) types of Agency Supported Foster Care include the following: Agency Based Foster Care, Continuity Foster Care, Emergency Shelter Foster Care and Respite Care for youth who are wards of the Department. The four types of care are provided in licensed foster homes. The Contractor is responsible for on-going foster parent recruitment, training, licensing and relicensing of foster homes and 24-hour support of foster care providers.

Agency Supported Foster Care services must be: Community based, Family focused, Culturally competent, and developmentally appropriate.

The Contractor agrees that for valuable consideration provided by the Department the Contractor shall provide Agency Supported Foster Care services to youth who are referred by HHS or by a behavioral health Region (ICCU) contracted with the Department to provide case management services for state wards. The Contractor shall provide services within the Department's **NORTHERN** Service Area and any other services operated by the Contractor are not covered by this contract.

Agency Based Foster Care services shall be available to those youth, age eighteen (18) and younger, who have been identified as having a high level of need at the time of referral and are able to live in a family-like setting. Agency Based Foster Care placements are provided to youth that are unable to reside safely with their families. Agency Based Foster Care is for youth whose needs exceed those that can be met in traditional foster care.

Continuity Foster Care is provided to youth whose behaviors can be managed in a lower level of care, but it is in the best interest of the youth to avoid unnecessary moves. Continuity Foster Care placements will occur when conditions, set forth in Section A.2.a) are met and when seven (7) days notice is given to the Contractor. Continuity Foster Care allows Contractors to reduce the intensity.

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

Respite Care is provided for youth whose relative caregiver or traditional foster parent requires a temporary break. Respite Care may be required on an emergency

basis or may be pre-planned.

PROGRAM STANDARDS.

A. **AGENCY SUPPORTED FOSTER CARE REQUIREMENTS**

Each Agency Supported Foster Home shall provide service for a maximum of four (4) youth. The foster families' own children are excluded from this maximum. Any pre-adoptive placement will count toward the maximum of four placements per home. The total number of youth cannot exceed foster care licensing standards.

If the Contractor seeks to exceed the contract standards, the Contractor shall submit a written request to and obtain prior approval from the Service Area Contract Liaison or designee. The request shall include justification as to why the placement is in the best interest of the youth involved and how the foster family will be supported to maintain the level of care and supervision in the home. Agency Supported youth and their siblings shall be placed in the same home unless the Protection and Safety Worker determines that it is not in the youth's best interest.

1. **Agency Based Foster Care**

   The Agency Based Foster Parents shall be available to provide consistent behavior management and supervision based upon individualized needs of each youth.

   a. Referral Standards: The Contractor shall notify the Department of acceptance or denial within five (5) working days from the receipt of the Common Information and Referral Form. If the referral information is incomplete, the Contractor must notify the referral source within two (2) working days. Upon the acceptance of the referral, the Contractor shall provide the earliest available date for placement to the referral source.

   b. Admission Standards: The Contractor agrees to serve youth that need more structure and supervision than traditional foster care. Characteristics of these youth might include but are not limited to:

      1) socially inappropriate behaviors,
      2) reactive attachment disorder,
      3) fetal alcohol syndrome,
      4) developmental delay,
      5) history of sexually aggressive behavior,
      6) inappropriate sexual behavior including sexual acts displayed in public or in front of others,
      7) physically aggressive behavior,
      8) Use of profane, vulgar, or curse words toward peers, caregivers, and authority figures,
      9) frequent and chronic school absences, deliberate missing of school, refusal to attend school, expelled from school, suspended from school, disruptive, disorderly, or aggressive behavior in school, all resulting in failed coursework,
      10) Illegal behaviors such as stealing, shoplifting, vandalism, defacing property, deliberate property damage,

11) cruelty to animals,
12) disorderly behavior,
13) law violations,
14) alcohol and substance abuse, including the use of illegal drugs and inhalants, and the misuse of prescription drugs,
15) use of tobacco products,
16) on parole or probation.

c. Support and Stabilization:
   1) The Contractor shall insure that support is provided to the level that insures individualized outcome for each youth in care. Support for each youth must lead to the outcomes of permanency, placement stability, safety, and well-being. Strategies to meet the outcomes must be identified in the Comprehensive Service Plan.
   2) ASFC Contractor staff shall have a minimum of two (2) face-to-face contacts per month with each youth in placement. Each face-to-face contact must evaluate the identified strategies in the Comprehensive Service Plan to determine the appropriateness and success in meeting the desired outcomes.
   3) ASFC Contractor shall have at least weekly contact with the foster parent regarding each youth in placement. There must be a minimum of two (2) contacts per month with the foster family in their home. Each contact must evaluate the identified strategies in the Comprehensive Service Plan to determine the appropriateness and success in meeting the desired outcomes.
   4) ASFC Contractor shall provide 24-hour crisis intervention to stabilize and maintain the placement.
   5) The Contractor shall insure that respite care provided to youth in Agency Based Foster Care that is anticipated to exceed ten (10) consecutive days is provided only in a licensed foster home, group home or other licensed facility and, if appropriate, Developmental Disability certified facility. This care shall be provided at no additional cost to the Department. Intermittent respite care provided by relatives or friends of the foster family or youth does not require licensure of the provider, but background checks are to be completed.

2. **Continuity Foster Care**
   The Continuity Foster Care parents shall be available to provide consistent behavior management and supervision based upon individualized needs of each youth.
   a. Admission Standards: In order for a youth to be placed in Continuity Care, the following conditions must be met:
      1) The youth has been in an Agency Based Foster Care Placement with the Contractor for six (6) continuous months;
         or
      2) The youth no longer requires Agency Based Foster Care level of support as determined by the Department.
      3) In order for youth to move from Continuity Care back to Agency Based

Foster Care, they must have sustained four (4) continuous weeks of behaviors that require frequent interventions by the Contractor. This shall be documented by the Contractor in monthly reports and approved by the Department.

b. Support and Stabilization:
   1) The Contractor shall insure that support is provided to the level that insures individualized outcome for each youth in care. Support for each youth must lead to the outcomes of permanency, placement stability, safety, and well being. Strategies to meet the outcomes must be identified in the Comprehensive Service Plan.
   2) ASFC Contractor staff shall have one (1) face-to-face contact per month with each youth in placement. Each face-to-face contact must evaluate the identified strategies in the Comprehensive Service Plan to determine the appropriateness and success in meeting the desired outcomes.
   3) ASFC Contractor shall have at least two (2) contacts per month with the foster parent regarding each youth in placement. One contact must occur in the foster home. Each contact must evaluate the identified strategies in the Comprehensive Service Plan to determine the appropriateness and success in meeting the desired outcomes.
   4) ASFC Contractor shall provide 24-hour crisis intervention to stabilize and maintain the placement.
   5) The Contractor shall insure that respite care provided to youth in Continuity Foster Care that is anticipated to exceed ten (10) consecutive days is provided only in a licensed foster home, group home or other licensed facility and, if appropriate, Developmental Disability certified facility. This care shall be provided at no additional cost to the Department. Intermittent respite care provided by relatives or friends of the foster family or youth does not require licensure of the provider, but background checks are to be completed.

3. **Emergency Foster Care**

   The Contractor shall provide Emergency Foster Care services.

   a. Referral Standards:
      1) The Contractor shall accept Emergency Foster Care referrals and serve youth 24-hours a day, seven (7) days a week. The Contractor shall notify the Department of acceptance, denial or report progress on locating a placement within one (1) hour from receipt of the referral.
      2) The Contractor shall not provide Emergency Foster Care services for youth that are currently receiving Agency Based Foster Care or Continuity Foster Care services by said Contractor.
   b. Admission Standards:
      1) The Contractor shall accept and serve youth in Emergency Foster Care 24-hours a day, seven (7) days a week.
      2) The Contractor agrees to serve youth who may have special needs. Characteristics of these youth might include;
         (a) hyperactivity;
         (b) fetal alcohol syndrome;

(c) developmental delay;
(d) aggressive behavior (including sexual);
(e) symptoms of physical and sexual abuse; and,
(f) disorderly behavior.

c. Support and Stabilization:
1) ASFC Contractor shall provide 24-hour crisis intervention to stabilize and maintain the placement.
2) Support for each youth must lead to the outcomes of placement stability, safety, and well being. For care that exceeds five (5) days, strategies to meet the outcomes must be identified in the Service Plan.
3) ASFC Contractor staff shall have a minimum of one (1) face-to-face contact per week with each youth in placement. Each face-to-face contact must evaluate the identified strategies in the Service Plan to insure the youth remains safe and supports the youth's move toward a more permanent placement.
4) ASFC Contractor shall have a minimum of two (2) contacts with the foster parents per week, one of which must be in the foster home. Each contact must evaluate the identified strategies in the Service Plan to determine the appropriateness and success in supporting the youth's move to a more permanent placement.

4. **Respite Care**

The Contractor shall provide Respite Care services.

a. Referral Standards:
1) The Contractor shall accept Respite Care referrals from the Department. The Contractor shall notify the Department of acceptance or denial within two (2) working days from receipt of the referral.
2) The Contractor shall not provide this service to youth that currently receive Agency Based Foster Care or Continuity Foster Care.

b. Admission Standards:
1) The Contractor shall accept and serve youth that do not exceed the Agency Based Foster Care admission standards. The Contractor agrees to serve youth who may have special needs. Characteristics of these youth might include:
(a) hyperactivity;
(b) fetal alcohol syndrome;
(c) developmental delay;
(d) aggressive behavior (including sexual);
(e) symptoms of physical and sexual abuse; and,
(f) disorderly behavior.
2) Support and Stabilization:
(a) ASFC Contractor shall provide 24-hour crisis intervention to stabilize and maintain the Respite Care service.
(b) Respite Care can only be utilized a maximum of three (3) days per month unless written approval for extended period of time is provided by the Service Area Contract Liaison, Protection & Safety Worker or designee.

B. AGENCY SUPPORTED FOSTER CARE SERVICE STANDARDS

1. Family Involvement Standards
   a. The Contractor recognizes and affirms that working with the biological family is integral to the youth's successful transition home or into another permanent placement.
   b. The Contractor shall assure that involvement with the youth's family occurs in accordance with the case plan as directed by the Protection and Safety Worker. The Contractor shall involve the youth's family in collaboration with the Protection and Safety Worker and in accordance with the case plan. This may include but is not limited to the following:
      1) Providing the family with orientation to the Agency Based Foster Care program.
      2) Including the family in developing and implementing the Comprehensive Service Plan.
      3) Integrating the family into the care of the youth through regular on-going communication between the Contractor and the reunification family. This may include but not be limited to activities such as:
         (a) family meetings,
         (b) teaching of specific behavior management techniques,
         (c) parent education,
         (d) parent support groups,
         (e) inclusion in school and community activities, and
         (f) including the family in developing and implementing transition, and discharge plans.
      4) The Contractor shall provide ongoing information to the family regarding daily progress in foster care and updates on school or other activities.
2. Family Visitation: The Contractor shall follow the visitation plan established by the Department or in accordance with any court order visitation plan. Such visits shall take place in the biological home, whenever possible, Agency foster home, or community based settings. The Contractor agrees to cooperate with the Department and Department In-Home & Safety Service Contractors regarding the scheduling of the youth's home visits with the youth's parents, caretakers, siblings or future placement provider.
   a. Contractor responsibility for unsupervised visits is limited to transporting the youth to and from the visit within a twenty-five (25) mile radius of the Agency Based Foster Home.
      1) If the Contractor agrees to transport the youth to unsupervised visits beyond the twenty-five (25) mile radius, prior authorization by the Department is necessary and reimbursement for miles outside the twenty-five (25) radius from the youth's placement shall be made at a rate established by the Department.
3. Safety Standards:
   a. The Contractor, Contract staff and Agency Based Foster Care homes shall maintain a safe, structured and nurturing environment for all youth served.
   b. The Department agrees to share information about each youth prior to and during placement. This includes known risk and safety information,

relevant health and background facts, and on-going case information. The Department and Contractor shall plan the services to be developed and provided to the youth to insure safety for the youth and others.

c. The Contractor agrees to allow community treatment providers access to youth that have been authorized by practitioners to receive treatment services through Medicaid or Medicaid Managed Care.
d. The Department may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, or other causes determined by the Department to be in the best interest of the youth.
e. If the Contractor has reasonable cause to believe that a child has been subjected to child abuse or neglect or observes such child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect, the Contractor shall report the matter to the Department's Hotline 1-800-652-1999.

4. Education Standards:
   a. The Contractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into an Agency Supported Foster Home, when the school is within a 25-mile radius of the foster home placement unless agreed upon by the Family Team.
   b. For youth suspended from, expelled from, or not enrolled in school or who have obtained their GED, the Contractor shall provide or arrange for structured educational and or vocational activities (i.e., structured homework time, additional reading and writing activities, independent study assignments and independent living skills). For youth that are expelled, advocacy and service planning shall be coordinated with and approved by the Protection and Safety Worker.
   c. The Contractor shall provide assistance with homework, or arrange for the provision of additional assistance as needed.
   d. The Contractor shall provide each youth with the minimum school supplies required by each school.
   e. The Contractor shall maintain regular contact with school to monitor the youth's progress.
5. Vocation and Employment Standards: In accordance with the Comprehensive Service Plan, the Contractor shall facilitate, coordinate and assist the youth in obtaining and maintaining volunteer work or paid employment in the community.
6. Medical Standards:
   a. Emergency Medical Services: The Contractor is hereby authorized and required to obtain all necessary emergency medical care for youth placed in their care.
      1) When emergency medical care is obtained for a youth, the Contractor shall notify the Protection and Safety Worker or designee, and parent, if appropriate.
      2) If the emergency is of a psychiatric nature, which may necessitate hospital admission, the Contractor shall contact the Department or designee immediately.

b. Non-emergency Medical Services: For non-emergency medical care, the Contractor shall obtain prior consent from the Protection and Safety Worker. With direction from the Protection and Safety Worker, the Contractor shall assist the biological parent in arranging medical care for their youth. Non-emergency medical care shall include but is not limited to:
   1) routine or elective medical examinations including annual health checks,
   2) routine or elective medical tests,
   3) routine or elective medical procedures,
   4) any non-urgent medical care that can safely be delayed until the Protection and Safety Worker is contacted to give informed consent for medical care, etc.
c. The Contractor agrees to assist the Protection and Safety Worker in accessing appropriate mental health services.
d. The Contractor shall utilize Medicaid and Medicaid Managed Care approved medical and mental health providers as agreed upon by the Department.
e. The Department is responsible for all prescription costs not covered by Medicaid or Medicaid Managed Care.
f. The Contractor shall document all medical contact, emergency and non-emergency, in the youth's case record.

7. Medication Policy:
   a. The Contractor shall be responsible for developing a Medication Policy identifying how the agency shall handle the provision of medication to youth in their care.
   b. The Contractor must provide to the Department within thirty days of execution of this agreement the Medication Policy to be used in their agency. Notice of any changes to the medication policy must be submitted immediately to the contract liaison or designee. The facility shall coordinate medical services, and monitor medication and health care needs.
   c. The Contractor agrees to maintain an individual medication log for each youth residing in the Contractor's care. The medication log shall include:
      1) the youth's name,
      2) the name of medication given,
      3) the date, time, dosage, route of each provision, schedule for provision, any refusal by the youth and person's name who provided the medication, and,
      4) the youth's medication allergies and sensitivities, if any.
   d. The medication log shall be made available to the Department upon request.
   e. The Contractor shall include on all intake and discharge forms:
      1) the medication(s) needs of the youth,
      2) medication(s) prescribed to the youth while in the Contractor's care ,
      3) the individual receiving medications for the youth, and,

4) the individual to whom the medications for the youth were discharged.

8. Transportation Standards:
   a. The Contractor agrees to provide transportation for youth to services within a 25-mile radius at no additional cost to the Department. This includes but is not limited to transporting youth to:
      1) activities and community services,
      2) therapy visits,
      3) doctor appointments,
      4) court hearings and legal appointments,
      5) family visits,
      6) the school where the youth is currently enrolled.
   b. The Contractor may agree to provide transportation services beyond a 25-mile radius. If so, prior authorization by the Department is necessary and reimbursement shall be at a rate established by the Department.
   c. The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes including but not limited to:
      1) All children up to six years of age being transported by such vehicle use a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213.
9. Personal Needs Standards: The Contractor is responsible for providing food, personal grooming items, and clothing for each youth.
   a. Clothing and Personal Items:
      1) The Contractor agrees to complete an inventory on all youth that enter the program. This inventory will document all personal belongings of the youth at the time of admittance. The inventory shall be dated and signed by the Contractor and youth, and by their parents and the Protection and Safety Worker if available. If the youth is unable, or refuses, to sign the inventory, this shall be documented on the inventory.
      2) The Contractor is responsible for updating the inventory.
         The Protection and Safety Worker shall assess, in conjunction with the Contractor, the youth's clothing needs. After the determination of need and the length of time the youth will be out of home, along with other factors, the Protection and Safety Worker may provide for clothing up to the recommended clothing allotment. Clothing is expected to be appropriate, in reasonable shape, and to fit the youth.
      3) The recommended clothing allotment includes:
         (a) Socks - 7 pair
         (b) Underwear - 7 pair
         (c) Bras – 3
         (d) Pants / shorts (seasonal) – 5
         (e) Shirts – 5
         (f) Seasonal Coat – 1
         (g) Shoes - 2 pair
      4) The Protection and Safety Worker may authorize an amount of money

to bring the youth's inventory up to the recommended clothing allotment.

5) The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by the youth under the Contractor's care in order to prevent the theft, damage, or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment against the Contractor.

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

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

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

a. Service Plan: The ABFC Comprehensive Service Plan shall be developed in conjunction with the Department case plan. The Comprehensive Service Plan shall include integrating the family into the care of the youth through activities that may include but are not limited to:
   1) initiating and facilitating family meetings,
   2) including parents in daily care activities for youth,
   3) encourage and support a youth's participation in recreational activities,
   4) parent education,
   5) teaching specific techniques to manage the youth's behavior,
   6) role modeling appropriate parenting of the youth,
   7) developing and facilitating parent support groups,
   8) family days,
   9) taking an active role in school and community meetings, and
   10) include the family in developing and implementing transition, and discharge plans.

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

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

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

c. Adult Living Preparation and Life Skills Training: The Contractor shall provide age-appropriate adult living preparation and life skills training, and develop a written plan. The Contractor shall:
   1) Annually administer the Ansell Casey Life Skills Assessment on any youth in their care that is age sixteen (16) and older.
   2) Utilize the on-line curricula or other life skill curricula.
   3) Ensure that all youth who are eighteen (18) years old, take the on-line Chafee Assessment.
   4) The Contractor shall, in conjunction with the youth, prepare a written plan to assist youth in preparation and transitioning to adult living. The plan shall be current and shall follow the youth upon discharge. The plan shall include outcomes identified through the assessment to assist the youth to develop and demonstrate independent living skills.
   5) This plan shall be formalized as part of the Comprehensive Service Plan as outlined in the Department case plan and evaluated by the team.

d. Discharge Plan: The Contractor agrees to provide discharge-planning services in conjunction with the Protection and Safety Worker and the family. This will include initiating a family meeting to develop specific recommendations for future services, referrals as requested, and any meetings, sessions, etc., that are necessary to ensure a smooth transition for the family. Discharge planning begins at the time a youth is accepted into the program and will be described in the Comprehensive Service Plan.

11. Special Needs: When serving youth that have disabilities (hearing, visual, physical) and or language barriers, the Contractor shall ensure the requirements of the Americans With Disabilities Act (ADA) are met and provide appropriate accommodation for youth with special needs.
   a. The Contractor shall:
      1) provide, arrange, and pay for training of staff to serve the youth and family,
      2) contact community providers and arrange to provide service to the youth and his or her family,
      3) recruit, train and arrange for respite and child care providers who are able to serve the youth,
      4) recruit bilingual staff to serve the youth and his or her family.
   b. Special equipment needed by a youth, such as a soundboard, TDD, hearing aides, etc. should be purchased through Medicaid for Medicaid Managed Care, or through community and/or public agencies. Only when these means fail can the Department be approached for payment.

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

12. Bed Holds: Bed holds may be authorized by the Protection and Safety Worker for up to for up to five (5) days for youth who have to be temporarily hospitalized, detained, or on runaway status for youth in Agency Based and Continuity Foster Care. Approval for bed holds will authorized in writing by the Protection and Safety Worker or designee.
13. Placement Stability:
    a. The Contractor recognizes and affirms that placement stability for the youth is integral to safety, permanency and well being of the youth. The Contractor shall make every effort to maintain youth in their original placement. The Contractor shall utilize internal respite care services and additional agency supports.
    b. The Contractor agrees not to transfer the youth to any other foster care home or placement without prior authorization of the Department. Prior to moving a youth from one agency based home to another, the Contractor must consult with the Protection and Safety Worker at least seven (7) days prior to moving a youth, resulting in a placement change for the youth.
14. Discharge Procedures:
    a. The Contractor may return any youth placed hereunder to the Department for alternative placement upon submission of written notice at least ten (10) days prior to said return. When the Contractor has requested the removal of a youth prior to the service plan discharge date, the Contractor shall provide the reason for removal.
    b. The Contractor shall ensure that all personal belongings of the youth are returned to the youth or to the Protection and Safety Worker upon discharge, or as soon thereafter as practicable.
    c. The Contractor shall provide a copy of the written inventory to the next placement, parent, Protection and Safety Worker, or guardian.
    d. The Contractor shall not be held responsible for the personal belongings of youth left at the foster home for more than thirty (30) days after the youth's discharge date, unless other arrangements have been made with the youth's Protection and Safety Worker.
    e. Thirty days after discharge the Contractor, at its own discretion, may discard personal belongings appropriately in cases where the Contractor has not been able to successfully return the belongings to the parent, youth or to Protection and Safety Worker.
    f. The Contractor is responsible for discharging the youth with at least the clothing listed on the admission form or the most recent updated inventory, and any items purchased during the youth's stay.

C. **ADMINISTRATIVE STANDARDS.**

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

1. Foster Home Recruitment and Development:

a. The Contractor shall:
   1) Develop and implement an annual detailed recruitment plan and provide quarterly progress reports to the Service Area Contract Liaison or designee.
   2) The plan will include goals to recruit, screen, train and license new foster homes throughout the designated parts of the service area.
   3) The Department agrees to keep confidential the Contractors' recruitment plans and progress reports.
   4) Foster families recruited, trained and licensed who choose not to provide Agency Supported Foster Care, shall be referred to the Service Area Contract Liaison or designee to pursue traditional foster care.
   5) Recruitment efforts shall focus on families that will serve:
      (a) all age groups (specifically teenage youth),
      (b) youth from diverse cultural and ethnic backgrounds;
      (c) sibling groups; and,
      (d) youth with special needs.
   6) Recruitment efforts will also focus on locating foster families that will work closely with biological families.
   7) The Contractor shall assure that all Agency Supported Foster Care Parents possess the following skills, abilities, and willingness to:
      (a) Participate as part of a professional team with the family in the development of an outcome based Comprehensive Service Plan leading to reunification or other identified permanency goals for the youth.
      (b) Strategize with the family team to identify the outcomes, needs, strengths and strategies to obtain reunification or other identified permanency goals for special needs youth.
      (c) Model, teach and provide individualized support to and involvement of biological families, recognizing family strengths to commit to a child for the length of the service plan;

2. Foster Home Licensing - The Contractor agrees that all Agency Supported Foster parents shall:
   a. meet licensing standards and license renewal standards; and,
   b. be at least 21 years of age;
   c. have a home study completed by the Contractor,
   d. have a home study updated by the Contractor at the time of re-licensure or for purposes of adoption updates,
   e. meet the minimum training requirements as listed below:
      1) Implementation of the PRIDE Pre-Service Training Curriculum utilizing staff and foster parents as co-trainers. Co-trainers are to be trained by the Departments Master Trainers prior to delivering the curriculum. The curriculum must be delivered as it is written. Additional information may supplement the training curriculum, but may not replace it.
      2) Document the completion of at least 12 hours per year of on-going training.

3) The Contractor will assure that Agency Supported foster parents will provide structure around basic daily living activities such as:
   (a) personal care,
   (b) house rules,
   (c) school, and,
   (d) interaction with peers and adults.

3. Multi-Ethnic Placement Act:
   a. The Contractor agrees to comply with the Multi-Ethnic Placement/Inter-Ethnic Provision in making placements, arranging for placements, or doing home studies for foster or adoptive families.
   b. The Contractor further agrees that each staff person responsible for making placements, arranging for placements, or doing home studies for foster or adoptive families, will be trained upon hiring and annually thereafter regarding the requirements of the Multi-Ethnic Placement/Inter-Ethnic Adoption Provision.
   c. The Contractor agrees to make available to the Department documentation of this training.
   d. The Department agrees to provide the Contractor with a training outline and materials to be used in the training. The Contractor is responsible for copies of materials.
4. Performance Accountability:
   a. The Contractor shall report on and meet the Outcomes described in the Performance Measures 2008 Attachment.
   b. The Contractor shall report fiscal and program information as directed by the Department in the annual ASFC Data Collection 2008-09 Attachment.
   c. The Contractor shall submit an annual foster parent recruitment plan developed with the Department within thirty (30) days of the effective date of the Contract to the Service Area Contact Liaison or designee.
   d. The Contractor shall submit quarterly progress reports on recruitment activities and results (October 15th, January 15th, April 15th, and July 15th) to the Service Area Contract Liaison or designee
   e. The Contractors data on the outcome measures and the fiscal and program data will be posted as part of the Departments position to be transparent and accountable.
5. Required Reports:
   a. Accountability Report:
      1) The Contractor shall submit an annual report that includes the data elements required in Article II.B.1. The Contractor shall annually report performance measures for the time period July 1 – June 30 which must be received by the Department by September 1. Should the Contractor be more than thirty (30) days delinquent in submitting the Performance Measures Report or the Foster Parent Recruitment Plan, the Department reserves the right to financially penalize the Contractor 5% of the previous quarter's total receipts from the Department. The Contractor will continue to pay such amount for any months or portions of a month until the report is received.

2) Should the Contractor fail to meet one or more of the outcome measures or the submission of the quarterly progress reports on foster parent recruitment, the Department reserves the right to financially penalize the Contractor 5% of the annual amount paid to the Contractor for the services provided under the scope of this contract for each measure that is not being met. The determination of any financial penalties will be made based on the Departments review of data accuracy.
3) The Department has 45 days from receipt of the data reports to determine if any penalties will be assessed. If data reports are not submitted the Department can assess penalties at any time within the following fiscal year.
4) Determination that a penalty will be assessed requires written notification to the Contractor. Notification will include:
   (a) identification of outcome(s) that were not met;
   (b) documentation of expenditures made for the previous quarter and/or SFY;
   (c) amount of the assessed penalty; and
   (d) process and timeframe for penalty payments to be received by the Department.

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

c. Comprehensive Service Plan:
   1) The Contractor shall submit the Comprehensive Service Plan to the Protection and Safety Worker within thirty (30) days of the youth's placement for distribution to the team.
   2) The Comprehensive Service Plan shall utilize strength based strategies and shall be created in conjunction with the biological parent(s) and Protection and Safety Worker.
   3) The Comprehensive Service Plan shall include transition and discharge planning.
   4) For youth ages sixteen (16) and older the Ansell-Casey Life Skills Assessment and the youth's plan for preparing them for adult living must be included in the Comprehensive Service Plan.
   5) The Contractor shall submit to all team members any revisions made to the Comprehensive Service Plan.
   6) The Contractor shall submit a modified service plan for youth in Continuity Placements to the Protection and Safety Worker within thirty (30) days of the youth's transition into Continuity Foster Care.

d. Progress Reports: The Contractor shall submit legible written progress reports to the Protection and Safety Worker by the 10th working day of each month. Progress reports shall include, but are not limited to:

1) Any progress of the youth and or the family in meeting the outcome-based goals and objectives as stated in the Comprehensive Service Plan.
2) Documentation of the youth's displayed behaviors.
3) Critical incidents.
4) Documentation of each supervised visit.
5) Reports may be requested on a more frequent basis if needed.

e. Critical Incident Report: The Contractor shall immediately report (verbally) to Protection and Safety Worker or designee all changes which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc.).

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

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

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

6. Personal Funds Of Youth: The Contractor shall assure that any Agency Supported Foster Home that is holding, safeguarding, or handling the personal funds of a youth being cared for in the Contractor's program shall keep individual records. The Agency Supported Foster Home shall keep the youth's personal funds separate from any other funds.

a. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:
1) Youth's name,
2) Identification of youth's guardian,
3) Admission date,
4) Date and amount of each deposit or withdrawal,
5) Name of person accepting withdrawn funds, and,
6) Balance after each transaction.

b. The contractor shall return all monies remaining in the youth's account to the PSW at discharge. If the PSW is not present at discharge, the youth's

funds shall be returned to the youth or legal guardian within 14 days of discharge.

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

7. Staff Standards
   a. Background Checks:
      1) The Contractor agrees to conduct a National Criminal History Check on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract.
      2) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:
         (a) The Sex Offender Registry maintained by the Nebraska State Patrol.
         (b) The Nebraska Child abuse and Neglect Central Register.
         (c) The Nebraska Adult Abuse and Neglect Central Register
      3) The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
      4) The Contractor agrees to perform out-of state background check on all newly hired employees, interns, and volunteer who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
      5) Current Employees—The Contractor shall complete background checks every two (2) years for all current employees. If a current employee residing in a state, other then Nebraska, and that state does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a national, state and local criminal background check. If a background check results in a record

being identified, the Contractor shall not allow the individual to have direct contact with any youth.

6) All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
7) If a background check results in a record being identified, the Contractor shall develop a process to review and determine if they want to request Department approval to hire said employee. Requests for an exception shall be made in writing to the Service Area Contract Liaison and will include the name and background information, along with supporting documentation from the Contractor as to why they believe that such person does not pose a threat to children or families. The Contractor shall utilize the criteria set forth in DHHS Policy 390NAC 7-004.02d 2 and 3 when a background record is identified. The Department shall have 45 days to respond to such an exception. All documentation related to the process is maintained in the Contractor's staff personnel records.
   (a) This requirement MUST be completed on all existing employees within 30 days of the execution of this contract

b. Staff Qualifications:
   1) All staff providing transportation services to children and families shall:
      (a) Be at least 19 years of age;
      (b) Possess a current and valid driver's license;
      (c) Have no more than three points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive;
      (d) Currently have no limitations that would interfere with safe driving;
      (e) Use seat belts and child passenger restraint devices as required by law;
      (f) Not smoke while transporting the client;
      (g) Not transport the client while under the influence of alcohol or any drug that impairs the ability to drive safely;
      (h) Not provide transportation if s/he has a communicable disease which may pose a threat to the health and well-being of the client;
      (i) Complete a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency; and
      (j) Have and maintain the minimum automobile liability and medical insurance coverage as required by law.
         (1) Contractors will have 3 months from the onset of the contract for employees that provide transportation for children and families to complete a defensive driving course for employees that have not been through defensive driving within the last 2 years.
   2) Foster Care Specialists must be at least 19 years of age and have obtained a high school diploma or GED. Foster Care Specialists with a high school diploma or GED must have a minimum of two years experience in the human service field. The experience could include

social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field.
Each year of post high school education may substitute for a year of work experience in a human service field.

3) Foster Care Supervisors must be at least 21 years of age and have obtained a bachelor's degree in a human service field. Foster Care Supervisors must have a minimum of two years experience in a human service field. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human service field.
4) Staff Supervision:
   (a) Foster Care Supervisors shall supervise a maximum of 6 full-time Foster Care Specialists.
   (b) Each Foster Care Specialist shall support a maximum of 10 Agency Supported Foster Homes.
5) Staff Training: All Contract staff having direct contact with youth shall complete twenty-four (24) hours of pre-service training prior to having any direct contact. Staff with direct contact with youth shall complete fifteen (15) hours of ongoing training per year on topics related to direct care of youth and placement and family centered practice values, beliefs and principals.
6) Staff Equivalency Determination Process: The Contractor may petition the Department, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standards set forth in section C(6), of this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:
   (a) The name of the potential employee who is the subject of the petition;
   (b) A reference to the Contract's employment qualifications and standards to be Reviewed;
   (c) A statement from the Contractor, which sets forth its basis for believing that the potential employee meets the Contract's employment qualifications and standards; and
   (d) Supporting documentation for how the potential employee meets the employment qualifications and standards.
   Each Equivalent Qualifications and Standards petition shall be evaluated on a case by case basis. The request shall be submitted to the Service Area Contract Liaison or designee for approval. The Department shall issue its determination, in writing, within forty-five (45) days of the receipt of the petition.

8. Administrative Services Organization:
   a. The Contractor shall cooperate and collaborate with the Departments Administrative Service Organization (ASO) provider.
   b. The Contractor shall register as a Contract provider with the ASO.

c. The Contractor shall submit requested data to the ASO provider related to Quality Assurance and Utilization Management.
d. The Contractor shall work with the Department and the ASO to determine data needs, quality assurance processes and utilization management criteria.

9. Conflict Resolution: Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the Service Area Contract Liaison or designee.
10. Overpayments: Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor shall notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all amounts overpaid. The Department shall offset overpaid amounts by withholding or reducing future payments.
11. Tobacco Smoke Prohibited: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to youth under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for youth as defined by the Act. The Contractor agrees to prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this contract.
12. Common Information and Referral Form: The Contractor agrees to accept and utilize the Common Information and Referral Form (and documents listed therein) and shall not require additional information or documents from the Department in the admission and intake process for youth referred for Agency Based Foster Care.
13. Insurance: The Contractor shall maintain the following types of insurance for the duties performed under this contract:
    a. General liability,
    b. Workers Compensation, as required by Nebraska law,
    c. Automobile, both non-owned and hired car,
    d. Professional liability,

e. Errors and omissions, if applicable to the duties performed under this contract, and,
f. Premises and property.

The Contractor shall provide to the Department within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the Service Area Contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the canceled policy(s), to ensure that there is no break in coverage.

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

14. Release Of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newsletters, newspaper articles, fliers, fund raising materials, internet sites, etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.
15. HIV TESTING PROHIBITIED: The Department does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from the Protection and Safety Worker or designee. When consent is obtained, testing must be performed according to written Department policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirement for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and the Service Are Contract Liaison or designee shall jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible.

    When informed consent is requested for such Contractor staff exposure, the Service Area Contract Liaison or designee shall request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that the Protection and Safety Worker or designee hall be notified of the results of such confidential testing.

IV. DEPARTMENT RESPONSIBILITIES

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

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT LIABILITY.

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

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

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

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

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

C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without

prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

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

E. BREACH OF CONTRACT.

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

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

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

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

work.

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

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

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

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

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

M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.

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

O. HOLD HARMLESS.
   1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
   2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

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

Q. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

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

S. LOBBYING
   1. If the Contractor receives federal funds through the Department, for full or partial payment under this Contract, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any Federal Agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

T. NON-DISCRIMINATION: The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

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

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

W. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation,

analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

X. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.

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

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

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

AA. FOR THE DEPARTMENT:

Darci Wittler
DHHS
209 North 5th Street
Norfolk, NE 68701
402-370-3257

FOR THE CONTRACTOR:

Name:
Organization:
Address:
City, State, Zip:
Phone:

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

FOR THE DEPARTMENT:

By: Todd A. Landry

Todd A. Landry, Director

Division of Children and Family Services

Department of Health and Human Services

Date: 6/19/08

FOR THE CONTRACTOR:

BY: [illegible], Ph.D.

Title President & Chief Executive Officer

Name Printed: WILLIAM BERRY

Date: 6/26/09