

**AMERICAN RED CROSS CONTRACT****BETWEEN THE**

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILDREN AND FAMILY SERVICES YOUTH REHABILITATION AND  
TREATMENT CENTER-KEARNEY  
AND**

**AMERICAN RED CROSS  
FORT KEARNEY CHAPTER**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES Youth Rehabilitation and Treatment Center-Kearney** (hereinafter "DHHS"), and **American Red Cross, Fort Kearney Chapter** (hereinafter "Contractor").

**PURPOSE.** The purpose of this contract is to provide Red Cross training to employees and related individuals of the Youth Rehabilitation and Treatment Center-Kearney.

**I. TERM AND TERMINATION**

- A. **TERM.** This contract is in effect from October 1, 2010 until September 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 \$900.00 (Nine hundred dollars and no cents) for the services specified herein. See Appendix A for agreed upon fees and costs to provide the services.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows: Monthly upon receipt of invoice.

**III. SCOPE OF SERVICES**

- A. **The Contractor** shall do the following:

1. Support the health and safety education of the DHHS employees and/or related individuals in the DHHS provision of American Red Cross training Courses at the fees set forth in Appendix A. The guaranteed fees shown in Appendix A shall include record keeping, certificate processing, administration, promotional assistance, and support services. Any Additional Services may be available for additional fees as outlined in Appendix A. The Contractor reserves the right to change the fees contained in Appendix A at its sole discretion, and will notify DHHS a minimum of 30 days prior to the effective date of such fee changes. If DHHS does not agree to the fee changes, it has the right to terminate the contract according to paragraph I.B. Changes to Appendix A will not affect any other provisions contained in this contract.
2. Train all potential instructors from DHHS to teach the Courses at the fees set forth in Appendix A so long as such instructors meet the American Red Cross training prerequisites. These potential instructors shall be authorized as American Red Cross Health and Safety instructors upon successful completion of the training and upon signing an Agreement to teach the Courses. A complete list of the DHHS instructors is set forth in Appendix B, which shall be unilaterally modified by the Contractor in the event instructors are added or deleted.
3. Upon request and depending on availability: (a) Use best efforts to provide DHHS with equipment that DHHS does not possess which is necessary for an instructor to provide the Course(s) listed, and at the rental fees set forth in Appendix A; and (b) Provide the Course Materials and Instructor Materials as set forth in Appendix A. If the Equipment and Supplies fees or Course/Instructor Materials fees in Appendix A change the Contractor will notify DHHS a minimum of 90 days prior to implementation.
4. Maintain all Course Records provided to the Contractor by an instructor for a period of five (5) years following the date of the Course.
5. Support and evaluate the instructors by providing them with the following: (a) Applicable policies and procedures and any revisions or modifications thereto; (b) Upon expiration of an instructor's authorization, reauthorize such instructors so long as such instructors meet American Red Cross reauthorization requirements; and (c) Opportunities for volunteer and professional skill development with the Contractor.
6. Provide invoice to DHHS within 30 days for the fees related to the Courses, Equipment and Supplies rental, Course/Instructor Materials, training, and retraining of Course Participants as set forth in paragraph III.A.9. below.
7. Verify all instructor authorizations and notify DHHS in the event an instructor is no longer authorized to teach Courses.
8. Throughout the term of this contract, maintain a close and ongoing supportive relationship with DHHS and its instructors by contacting DHHS a minimum of 4 times per year.
9. If during any phase of evaluation, the training conducted by a DHHS instructor is found to be below minimum American Red Cross standards for that Course and the Contractor determines that retraining is required for the participants that attended the Course where the training was found to be below minimum standards, the retraining will be conducted by the Contractor. DHHS will be responsible for the cost of retraining, and the Contractor will invoice DHHS for the cost of the training at

the amount equal to the published full service contract price or the training price minus the cost of books and materials the Course Participants may already have. The Contractor also reserves the right to suspend or withdraw the authorization of an instructor for due cause. Due cause generally means that the instructor does not or will not abide by the standards, policies, or procedures of the Red Cross and its programs or in some way abuses the position of an authorized Red Cross instructor. Some examples follow but are by no means exhaustive; each case is reviewed individually, taking into account all relevant circumstances.

- a. An instructor refuses to teach a nationally standardized Course according to the guidelines and Course requirements or is found to be deficient in either knowledge or performance skills.
  - b. An instructor falsifies records or provides false information to the Contractor.
  - c. An instructor consistently fails to communicate his or her teaching activity in an appropriate way to the Contractor ( e.g., does not notify the Contractor when a Course is to be taught or does not process Course Record forms within 10 working days)
  - d. An instructor exhibits behavior inconsistent with standards established and agreed to in the Instructor Agreement and expected of a Red Cross instructor, as indicated by repeated poor evaluations from participants, or behaves in ways that participants find offensive or insulting (e.g., making sexual advances or telling racially, socially, or sexually insensitive jokes)
  - e. An instructor behaves in ways that do not reflect support for the American Red Cross as an organization and that could harm the public perception of the American Red Cross in the community.
  - f. An instructor is convicted of a violent or serious crime, such as sexual molestation, embezzlement, assault, or any crime that calls into question his or her teaching or leadership responsibilities.
10. Designate Sabrina Nielsen, Health & Safety Director as a representative of the Contractor to act as a point of contact to DHHS at the address and phone number set forth in this contract and will notify DHHS within 30 days if that individual changes.
11. Unless otherwise indicated, arrange for completed Course certificates to be delivered to the DHHS representatives per paragraph III.B.12. at the address set forth in this contract within ten (10) business days after receipt of a properly completed Course Record.
12. As needed and upon request, provide DHHS with any American Red Cross promotional materials for use by DHHS in promoting the Courses.

B. DHHS shall do the following:

1. Identify qualified instructor candidates to be trained and authorized as Instructors and inform the Contractor when it becomes aware of any modifications that should be made to Appendix B.
2. Support each Instructor's compliance with American Red Cross policies and procedures by ensuring that such Instructors: (a) Are available to participate in periodic training, retraining or other related events throughout the term to gain and maintain sufficient levels of skill, knowledge and understanding to conduct the

- Courses; (b) Supply only American Red Cross Course Materials for use during the Courses; (c) Provide visual identification of the American Red Cross name and emblem during the Courses using materials provided or approved by the Contractor; and (d) Submit properly completed Course Records and Course evaluation forms to the Contractor within ten (10) business days of Course completion unless special arrangements are made with the Contractor.
3. With respect to Course Participants: (a) Notify Course Participants that they will be participating in American Red Cross Courses in accordance with American Red Cross standards; (b) In advance of each Course, provide Course Participants with information about Course prerequisites, completion requirements, and other necessary information; (c) Ensure that Course Participants who have successfully met the Course prerequisites, objectives, and certification requirements receive American Red Cross certificates.
  4. Reimburse the Contractor for retraining of Course Participants conducted pursuant to paragraph III.A.9. The cost of the retraining will be at the amount equal to the published full service contract price minus the cost of books and materials the Course Participants may already have.
  5. Provide payment to the Contractor within 30 days of an invoice date unless otherwise specified.
  6. Provide to the Contractor the names and copies of the authorizations of any previously authorized Red Cross Instructors that are new to DHHS at least ten (10) days before the Instructor teaches a Course in order for the Contractor to ensure that such Instructor is qualified to be the Instructor.
  7. Notify the Contractor of dates, times, and locations for each Course at least 14 days before the Course start date.
  8. Refrain from revising, editing, or duplicating any materials, in whole or in part, including, but not limited to Course videos, for teaching Courses or for any other purpose, unless specifically approved in writing by the American National Red Cross. Requests for any modifications to the materials are to be channeled through the Contractor. DHHS understands and agrees that all such promotional materials must be provided by the Contractor, or approved by the Contractor in advance of publication. This contract grants no rights in any of the American Red Cross or Fort Kearney Chapter's Courses or Course Materials or other intellectual property to DHHS, its Instructors, or Course Participants.
  9. Obtain the materials in quantities sufficient for each Course Participant to have and retain his or her own copy. Course workbooks, textbooks and/or skills cards cannot be used for more than one Course Participant unless permission to do so is granted by the Contractor in writing. Providers conducting training will not be granted rights to reuse workbooks, textbooks and/or skills cards for more than one Course Participant.
  10. Maintain responsibility for the equipment and promptly return such equipment to the Contractor in the same condition the equipment was received by DHHS. DHHS shall be responsible for the cost of any damage to such equipment while in the possession of DHHS. Upon receipt and inspection of the equipment, DHHS shall report to the Contractor any equipment in need of service, repair, or replacement.

11. Be responsible for all claims and liabilities of any nature whatsoever that arise out of a DHHS offered Red Cross Course. Red Cross insurance does not extend to DHHS or its Instructors. It is the responsibility of DHHS to obtain adequate insurance to cover its operations and Course instruction.
  12. Designate Dan Theobald and Rita Uldrich as a representative of DHHS to act as a point of contact to the Contractor at the address and phone number set forth in this contract and notify the Contractor within 30 days if these individuals change.
  13. Provide classrooms and other facilities to teach the Courses that are safe, conducive to learning and meet the minimum space requirements as set forth in the Instructor Materials. DHHS shall allow the Contractor Representative or a designee to inspect DHHS's real and personal property used to teach the Courses and to perform random observations of the Instructors during the provision of Courses.
  14. Submit any literature or materials using the name and/or emblem of the American Red Cross to the Contractor for written approval before printing or distribution of such literature or materials.
  15. Encourage its Instructors to provide volunteer services for the American Red Cross.
- C. Jurisdiction of this contract is limited to the geographical jurisdiction of the American Red Cross, Fort Kearney Chapter, covering the counties of Buffalo, Phelps, Kearney, Franklin, Harlan, Gosper, Dawson, Custer, Loup, Blaine, Valley, and Garfield.
- D. Each Party recognizes that the name, logo and marks of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such assets. Each Party hereby agrees that neither it nor any of its affiliates shall use the other Party's name, logo or marks without prior written authorization from such other Party.
- E. It is understood that the Fort Kearney Chapter of the American Red Cross, as set forth in paragraph III.C. above, is a duly constituted local unit of the American National Red Cross, a federal instrumentality (36 U.S. Code 1 et seq.); and that all obligations of the Fort Kearney Chapter under this contract shall be undertaken and completed exclusively by said Chapter without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any unit thereof other than the Fort Kearney Chapter.

#### **IV. GENERAL PROVISIONS**

##### **A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.**

1. 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 the 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.

2. 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.
  3. 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.
  4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.
- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If DHHS in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continues to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written

assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.

- F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this

contract with the same force and effect as if set forth in full text, herein.

- L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- N. 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.
- O. 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.
- P. 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.

Q. 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.

R. 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.

S. 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.

T. 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](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](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

U. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance,

the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

- V. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

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

ACH Enrollment Form Requirements for Payment

"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made."

Download ACH Form:

[http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

- X. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction

of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- Y. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.
- Z. 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.
- AA. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- BB. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

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

FOR DHHS:

Jana Peterson, Administrator  
Youth Rehabilitation & Treatment Center  
2802 30<sup>th</sup> Avenue  
Kearney, NE 68845  
(308) 865-5313

FOR CONTRACTOR:

Sabrina Nielsen, Health & Safety Director  
Ft. Kearney Chapter, American Red Cross  
520 West 48<sup>th</sup> Street  
Kearney, NE 68845  
(308) 234-2770

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

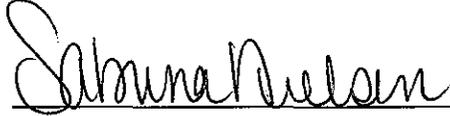
FOR DHHS:

  
\_\_\_\_\_

Edward H. Matney  
Policy Section Administrator  
Department of Health and Human Services  
Division of Children & Family Services

DATE: 11/16/2010 \_\_\_\_\_

FOR CONTRACTOR:

  
\_\_\_\_\_

Sabrina Nielsen  
Health & Safety Director  
Ft. Kearney Chapter, American Red Cross

DATE: 12/3/2010 \_\_\_\_\_

**APPENDIX A  
COURSES, EQUIPMENT, MATERIALS AND FEES**

**A. Courses: First Aid/CPR/AED**

**B. Equipment and Supplies:**

<b>Equipment</b>	<b>Rental Fee</b>	<b>Per</b>
ACTAR Manikins (Adult or Infant bag of 10)	\$7.50 a bag	Per day
ACTAR Manikins (Adult or Infant bag of 5)	\$7.50 a bag	Per day
Adult, Child and Infant Manikins	\$5 per manikin	Per day
Red Cross AED trainer unit w/ adult & ped. Pads (bag of 6)	\$5 per bag	Per day
Name Brand AED trainer unit w/adult pads	\$5 per unit	Per day
Instructional Videos	\$5 per video	Per day
*All rental items are also available for purchase, speak with the Health & Safety Director for details and prices.		

**C. Course/Instructor Materials:**

<b>Item Description/Stock Number</b>	<b>Cost</b>	<b>Unit</b>
First Aid/CPR/AED Participant's Workbook / 656694	\$2.50	Each
Adult CPR/AED Skills Card / 656691	\$7.25	Each
Infant/Child Skills Card / 656695	\$7.25	Each
First Aid Skills Card / 656692	\$6.99	Each
Student CPR training kit / 321223	\$0.50	Each
Student FA training kit / 321224	\$1.25	Each
CPR Practice Shields / WL3150	\$14.25	Box of 50
Manikin Wipes / 15 24 00	\$9.00	Box of 50

**D. Training Fees:**

<b>Fee Description</b>	<b>Fee</b>	<b>Unit</b>
Authorized Provider Fees Tuition	\$3.00	Per name on roster
Authorized Provider Fees Tuition for Red Cross Learn-to-Swim Lessons	\$3.00	Per name on roster

**APPENDIX B  
INSTRUCTORS**

Name	Contact Information including address, phone and email	Chapter of Authorization	Current Instructor Authorization
Dan Theobald	3903 11 <sup>th</sup> Ave. Kearney Ne. 68845 308-234-5331 dtheobald@charter.net	Ft Kearney	Lay Responder First aid and CPR/AED
Keith Scheidies	415 E 15 <sup>th</sup> st. Kearney, Ne. 68847	Ft. Kearney	Lay Responder First Aid and CPR/AED
Melvin Kruger		Ft. Kearney	Lay Responder First Aid and CPR/AED
Dan Nichols		Ft. Kearney	Lay Responder First Aid and CPR/AED /Oxygen
Joshua Albrecht	1415 Ave K Kearney Ne 68847 308-293-7302 Joshalbrecht88@gmail.com	Ft. Kearney	Lifeguarding and CPR/AED for the Professional Rescuer