EMERGENCY SHELTER CARE CONTRACT

BETWEEN THE

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

AND

WINNEBAGO TRIBE

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 Winnebago Tribe (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 **$118.00 per youth per day** upon placement by the Protection and Safety Worker. The daily rate will be paid on the discharge date if the youth remains in placement past 12 noon.

B. The Department agrees to pay the Contractor **$13.00 per hour** for each additional staff person utilized for a maximum of ten hours per day, or for a maximum of twelve hours per day on days when the identified youth is not in school, according to the terms of this Contract. The Contractor shall notify the Protection and Safety Worker within 1 working day of utilization of additional staff. The Contractor shall document the justification for using additional staff, and provide a schedule of hours worked by the additional staff.

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
Winnebago Tribe

DATE: 7/14/09

EMERGENCY SHELTER CARE CONTRACT

BETWEEN THE

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

AND

WINNEBAGO TRIBE

NORTHERN SERVICE AREA

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 Winnebago Tribe (hereinafter the "Contractor").

The Contract between the parties dated July 1, 2008 is hereby amended as follows:

Article IV. A. Term is amended to read:

A. TERM. This contract is in effect from July 1, 2009 until December 31, 2009.

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: 5/5/09

FOR THE CONTRACTOR:

Signature

Director
Winnebago Tribe

DATE: 5-11-09

NSA

Winnebago Tribe

EMERGENCY SHELTER CENTER CONTRACT

BETWEEN THE

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

AND

WINNEBAGO TRIBE

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 **Winnebago Tribe,** (hereinafter the "Contractor").

PURPOSE. The purpose of this contract is: to have Emergency Shelter Care available for children in need of short term out-home-care.

I. TERM AND TERMINATION

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

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 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY 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 **$116.00 per youth per day** upon placement by the Protection and Safety Worker. The daily rate will be paid on the discharge date if the youth remains in placement past 12 noon.

B. The Department agrees to pay the Contractor **$13.00 per hour** for each additional staff person utilized for a maximum of ten hours per day, or for a maximum of twelve hours per day on days when the identified youth is not in school, according to the terms of this Contract. The Contractor shall notify the Protection and Safety Worker within 1 working day of utilization of additional staff. The Contractor shall document the justification for using additional staff, and provide a schedule of hours worked by the additional staff.

C. 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.

D. The Department further agrees to make payment in conformance with the Nebraska Prompt Payment Act after the provision of care, the submission of billing, and the submission of required reports.

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

F. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this Contract without prior approval and agreement of the Department.

G. The Contractor agrees not to accept payment from the family of the youth unless an established part of the Department's case plan includes a fee for services.

H. Billing Procedure: The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the receipt of the Departments authorization. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid

III. SCOPE OF SERVICES

The Contractor agrees to perform the following services:

The Contractor agrees to provide Emergency Shelter Center Services for a maximum of **10** youth at any one time for youth who are either wards of the Department, or who are voluntary cases with the Department, or who are taken into temporary protective custody by law enforcement and who are directly referred for placement by the Department or by a Behavioral Health Region (ICCU) contracting with the Department to provide case management services for state wards. Emergency Shelter Center Services is a short-term service that is not expected to exceed thirty (30) days. The service shall support youth and families who are experiencing a crisis situation that requires a break from the home and provide a safe secure facility with 24-hour awake supervision.
The Contractor agrees that for valuable consideration provided by the Department, the Contractor shall provide Emergency Shelter Center Services as described in Attachment A, which is attached hereto and by this reference is incorporated as if set forth verbatim The Contractor agrees that the services shall be provided within the Department's **Northern** Service Area and that any other services operated by the Contractor are not covered by this Contract.

A. PROGRAM STANDARDS
Standards shall include the following:

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

1. Admission Standards: The Contractor shall accept and serve all youth who are referred to them by the Department or an ICCU. This acceptance and continuing commitment to serve and protect is unconditional on each youth's diagnosis, history, and presenting problems or behaviors, unless the youth's characteristics meet the following limited exceptions:
   a) acute mental or physical illness requiring approved out-of-home treatment authorized by Medicaid or Medicaid Managed Care; or
   b) behaviors requiring removal from the facility as determined by law enforcement and/or the courts.
2. Service Standards:
   a) Family Involvement Standards
      All contacts with the youth's family are to be made in accordance with plans approved by the Department. The facility shall involve the youth's family, as directed by the Protection and Safety Worker, in the following ways:
      (1) by providing a setting for family visits which includes intermittent monitoring of the youth's safety,
      (2) by assisting with the coordination of family visits in the family home,
      (3) by coordinating other family contacts,
      (4) by providing the family with orientation to the facility and program,
      (5) by including the family in developing and implementing the service plan, and,
      (6) by integrating the family into the care of the youth through regular communication and informal consultation which may include but not be limited to activities such as:
         (a) family meetings,
         (b) teaching of specific behavior management techniques,
         (c) parent education, and
         (d) parent support groups.
   b) Safety Standards
      (1) The Department agrees to share information about each youth prior to and during placement. This includes known risk and safety information, relevant health and background facts, and on-going case information.
      (2) The Department and Contractor shall plan and develop services to be provided to the youth to insure safety for the youth and others.
      (3) The Contractor shall ensure that youth are safe while in their care. The Contractor may utilize additional staff when at least one youth in placement meets one of the following criteria:
         (a) a youth requires supervision that may include physical intervention,
         (b) a youth exhibits assaultive, disruptive, or aggressive behaviors,
         (c) a youth engages in significant property destruction,
         (d) a youth is unresponsive to verbal redirection,
         (e) a youth presents a danger regarding sexually assaulting others based on recent history,

(f) a youth requires monitoring for possible suicidal or self-harming behaviors, or

(g) a youth has special medical needs such as a disability that requires additional supervision but that does not require approved out of home treatment.

(4) The Contractor further agrees that the use of an additional staff person shall be based on safety issues, and the hours billed to the Department shall not duplicate the hours that a youth is receiving treatment services.

(5) 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.

(6) The Department may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, significant destruction of the facility, or other causes determined by the Department to be in the best interest of the youth.

(7) In cases where the Contractor believes the continued care of a youth places either that youth, another youth residing in the shelter facility, or a staff member in the shelter facility at imminent risk of being harmed, the Contractor shall take action to provide for the safety of the youth. The Contractor shall contact the and the Protection and Safety Worker or designee shall review the case specifics within twenty four (24) hours for review of actions and next steps, and shall agree on a service plan within the shelter facility that shall meet the needs of the youth and shall ensure the safety needs of all youth and staff in the facility.

(8) The Contractor shall report any suspected abuse and neglect concerns to the Department's Hotline 1-800-652-1999.

c) Education Standards

(1) The Contractor shall maintain the youth in the school where the youth was enrolled immediately prior to their placement into the shelter, when the school is within a 25-mile radius of the facility.

(2) For youth suspended from, expelled from, or not enrolled in school, the Contractor shall provide or arrange for structured educational and or vocational activities (i.e., structured homework time, additional reading and writing activities, independent study assignments and independent living skills).

(3) The facility shall provide assistance with homework, or arrange for the provision of additional assistance as needed.

(4) The Contractor shall provide each youth with the minimum school supplies required by each school. The facility shall maintain regular contact with school to monitor the youth's progress. If the Contractor operates a school, or a school is located in the facility, the Contractor agrees to comply with NE State Department of Education's Rule 18.

d) Recreation Standards

(1) The Contractor shall make every effort to provide planned, structured, age appropriate recreational activities in a community setting at least once a week. Individual youth unable to participate in community activities because

of Protection and Safety Worker documented community safety or other safety issues shall have planned, structured and age appropriate recreational opportunities within the facility.

(2) The Contractor shall maintain a record of those activities. These activities will encourage the youth to be reintegrated into the community with the goals of improving social skills and interpersonal relationships. The Contractor assumes all costs associated with these activities.

e) Medical Standards

(1) Emergency Medical Services

(a) The Contractor is hereby authorized and required to obtain all necessary emergency medical care for youth placed in their Facility. When emergency medical care is obtained for a youth, the Contractor shall notify the Protection and Safety Worker or designee.

(b) If the emergency is of a psychiatric nature, which may necessitate hospital admission, the Contractor shall contact the Protection and Safety Worker or designee immediately.

(2) Non-emergency Medical Services

(a) For non-emergency medical care, the Contractor shall obtain prior authorization for all youth prior to allowing a youth to receive non-emergency medical care, from the Protection and Safety Worker or designee. Non-emergency medical care shall include but is not limited to:

(i) routine or elective medical examinations,

(ii) routine or elective medical tests,

(iii) routine or elective medical procedures, and,

(iv) any non-urgent medical care that can safely be delayed until Protection and Safety Worker is contacted to give informed consent for medical care.

(3) The Contractor agrees to assist the Protection and Safety Worker in accessing appropriate mental health services.

(4) The Contractor shall utilize Medicaid and Medicaid Managed Care approved medical and mental health providers as agreed upon by the Department.

(5) The Department is responsible for all prescription costs not covered by Medicaid or Medicaid Managed Care.

(6) The Contractor shall document all medical contact, emergency and non-emergency, in one location in the youth's case record.

(7) Medication Policy -The Contractor shall be responsible for developing a Medication Policy identifying how the agency shall handle the provision of medication to youth in their care. The Contractor must provide to the Department within thirty (30) days of execution of this Agreement the Medication Policy to be used by their facility. Notice of any changes to the medication policy must be submitted immediately to the Service Area Contract Liaison or designee. The facility shall coordinate medical services, and monitor medication and health care needs.

(8) The Contractor agrees to maintain an individual Medication Log for each youth residing in the Contractor's care. The Medication Log shall include:

(a) The youth's name,
(b) The name of medication given,
(c) The date, time, dosage, route of each provision, schedule for provision, any refusal by the youth, and person's name who provided the medication, and,
(d) The youth's medication allergies and sensitivities, if any.

(9) The Medication Log shall be made available to the Service Area Contract Liaison, Protection and Safety Worker or designee upon request. The Contractor shall document the information listed below in the case record at Intake and Discharge:
(a) the medication(s) needs of the youth,
(b) medication(s) prescribed to the youth while in the Contractor's care,
(c) the individual receiving medications for the youth, and,
(d) the individual to whom the medications for the youth were discharged.

f) Transportation Standards

(1) The Contractor agrees to transport youth to services within a 25-mile radius of the facility at no additional cost to the Department. This includes but is not limited to transporting youth to?
(a) activities and community services,
(b) therapy visits,
(c) doctor appointments,
(d) family visits, and,
(e) the school where the youth is currently enrolled.

(2) The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes.

g) Personal Needs Standards

The Contractor is responsible for providing food, personal grooming items, and clothing for each youth.

(1) Clothing and Personal Items
(a) The Contractor agrees to complete an inventory on all youth that enter the facility. This inventory will document all personal belongings of the youth at the time of admittance. The inventory shall be dated and signed by the Contractor and youth, and by their parents and the Protection and Safety Worker if available.
(b) The Contractor is responsible for updating the inventory.
(c) 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. The recommended clothing allotment includes:
(i) Socks - 7 pair
(ii) Underwear - 7 pair
(iii) Bras (girls) - 3
(iv) Pants / shorts (seasonal) – 5

(v) Shirts – 5
(vi) Seasonal Coat – 1
(vii) Shoes - 2 pair

(d) The Protection and Safety Worker may authorize an amount of money to bring the youth's inventory up to the recommended clothing allotment.

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

(2) Food

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

(3) Personal Grooming

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

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

h) Plan Development

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

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

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

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

(2) Discharge Plan

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

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

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

i) Special Needs

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

(1) To provide, arrange and pay for staff or training for staff to meet the needs of the youth and his or her family,

(2) To contact community providers and arrange for service provision for the youth and his or her family,

(3) To recruit bilingual staff to serve the youth and his or her family.

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

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

j) Discharge Procedures

(1) The Contractor agrees not to transfer the youth to any other facility or other placement without the authorization of the Department. At the time of discharge, the Contractor shall provide a copy of the written inventory to the next placement, parent, Protection and Safety Worker, or guardian.

(2) 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. The Contractor shall not be held responsible for the personal belongings of youth left at the shelter center for more than thirty (30) days after the youth's discharge date, unless other arrangements have been made with the youth's Protection and Safety Worker. Thirty days after discharge, the Contractor, at its own discretion, may discard personal belongings appropriately in cases where the Contractor has not been able to successfully return the belongings to the parent, youth or to the Protection and Safety Worker.

(3) The Contractor is responsible for discharging the youth with at least the clothing listed on the admission form or the most recent updated inventory,

and any items purchased during the youth's stay.

B. ADMINISTRATIVE STANDARDS.

The Contractor acknowledges that this program exists in a neighborhood and community, and agrees to make every effort to work cooperatively with neighbors to ensure the success of the facility. The Contractor shall describe in detail the strategies that will be used within their neighborhood and community within Attachment A of this Contract.

Once a Contract is finalized, the Contractor agrees to begin services immediately.

1. Performance Accountability:
   a. The Contractor shall report on and meet the Outcomes described below.
      1) 85% of youth placed in ESC will be discharged to the home of a parent, relative or other permanency placement within 5 calendar days.
      2) 90% of youth placed in ESC will be discharged to the home of a parent, relative or other permanency placement within 15 calendar days.
      3) 95% of youth placed in ESC will be discharged to the home of a parent, relative or other permanency placement within 30 calendar days.
      4) 95% of youth placed in ESC during the SFY will not re-enter ESC within 6 months of discharge from the program.
   b. The Contractor shall report fiscal and program information as directed by the Department in the annual Data Collection ESC 2008-09 Attachment.
   c. The Contractors data on the outcome measures will be posted as part of the Departments position to be transparent and accountable.
2. Required Reports:
   a) Accountability Report: 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, the Department reserves the right to financially penalize the Contractor.
      1) 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) Service Care Plan: Upon request the Contractor shall submit a service care plan to the Protection and Safety Worker within three (3) working days of the request and in a manner and format approved by the Department.
   c) Progress Notes: The Contractor agrees to document the progress of the youth and the youth's family on stated goals a minimum of once per week. Progress notes should include, but are not limited to:
      (1) documentation of the youth's displayed behaviors

(2) critical incidents
(3) all medication dispensed.

d) Critical Incidents: The Contractor shall immediately report (verbally) to the Protection and Safety Worker 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.).

e) Upon request of the Protection and Safety Worker, the Contractor shall prepare a discharge summary for each youth, and submit it to the Protection and Safety Worker within seven (7) working days of the completion of services.

3. Personal Funds of Youth: When the Contractor is holding, safeguarding, or handling the personal funds of a youth being cared for in the Contractor's facility, individual records as to such funds must be kept. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:
   a) Youth's name,
   b) Identification of youth's guardian,
   c) Admission date,
   d) Date and amount of each deposit or withdrawal,
   e) Name of person accepting withdrawn funds, and,
   f) Balance after each transaction

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

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

4. Staff Standards:

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

b) Staff Supervision: Supervision for direct youth care workers shall be one supervisor per twelve full-time equivalents.

c) Staff Training: All staff having direct contact with youth must have twenty-four (24) hours of pre-service training, plus fifteen (15) hours of ongoing training per year on topics related to direct care of youth in placement.
The twenty-four (24)hour pre-service training curriculum shall include training in a variety of suggested topic areas, including, but not limited to the following:

(1) CPR for one year certificate,
(2) First Aid for three-year certificate,
(3) Medication Management,
(4) Appropriate life stage development, including physical, emotional, and psychological growth and development,
(5) Universal precautions for blood born pathogens and infection control,
(6) De-escalation and aggression control techniques, and physical intervention protocol,
(7) Suicide prevention and/or intervention,
(8) Requirements for recognizing and reporting child abuse and neglect,

(9) Recognition of substance abuse issues,
(10) Cultural Competency.
The training topic list above is not meant to be all encompassing. For the fifteen (15) hours of ongoing training required by the Contract, staff may be given additional training on the ten topic areas listed above or may be trained in other topics directly related to Emergency Shelter Center Services.

d) 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 B(4), of this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:
   (1) The name of the potential employee who is the subject of the petition;
   (2) A reference to the Contract's employment qualifications and standards to be Reviewed;
   (3) 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
   (4) 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.

5. Direct Care Staff / Youth Ratio: The Direct Care staff to youth ratio shall be a minimum of:
   1:6 during awake
   1:12 during sleep hours.
   Overnight awake staff is required.
6. 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.
7. 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.
8. 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 shall prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this Contract.

9. 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.
10. Release Of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newsletters etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.
11. 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

Described in Article III – Scope of Services

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

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 provisions 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 agrees 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 *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 the Department 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 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 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. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal 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 the 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 the 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 and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. This provision shall survive termination of this contract.

I. 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.

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 the 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 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. 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. 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.

S. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires the department to withhold Nebraska income tax if payments for personal services are made in excess of $600 to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:
http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

T. 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.

U. 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 further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior 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.

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 THE DEPARTMENT: FOR THE CONTRACTOR:

Bob Thomas
Children and Family Services
Box 669
O'Neill, NE 68763
308-336-2750

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:

Todd A. Landry
Signature

Todd A. Landry
Director
Division of Children and Family Services

DATE: 6/26/08

FOR THE CONTRACTOR:

Matthew Pilcher
Signature

MATTHEW PILCHER
Print Name

Chairman
Title

DATE: 6-30-08