

**ELECTRONIC MONITORING SERVICES**

This Contract is entered into by and between the State of Nebraska, Department of Health and Human Services (hereinafter the "Department"), and **Boys and Girls Home of Nebraska, Inc.** (hereinafter the "Contractor"), located at 100 Futures Drive; P.O. Box 127; South Sioux City, NE. 68776-0127.

**WITNESSETH**

Whereas the Department is desirous of contracting for the provision of statewide **ELECTRONIC MONITORING SERVICES** to the youth of the State of Nebraska; and

Whereas the Contractor is desirous of providing statewide Electronic Monitoring Services for youth;

Now, therefore, the parties agree as follows:

- I. Term of Contract. This contract shall be in effect from **January 01, 2006 through June 30, 2008**, unless otherwise terminated as provided herein below.
- II. Scope of Services by Contractor. The Contractor agrees to provide Electronic Monitoring Services for youth who are wards of the Department of Health and Human Services – Office of Juvenile Services and are directly referred for such services by the Department.

A. SERVICE TO BE PROVIDED:

Electronic Monitoring Services is the use of electronic equipment as a tool to monitor a youth's compliance with home confinement conditions. Home confinement is an imposed condition that requires the youth to remain in their residence for any portion of the day. Electronic Monitoring is targeted toward youth whose behavior or condition warrants a short period of electronic monitored restriction in order to stabilize their adjustment in the community.

The purpose of Electronic Monitoring is to detect a youth's presence in the home, compliance with their assigned schedule, and to limit the youth's access to and time spent in the community. It is to assist as an accountability intervention and serve as a viable community-based intermediate sanction as opposed to incarceration at the Youth Rehabilitation and Treatment Center's (YRTC's).

The goals for Electronic Monitoring Services are to provide adjudicated youth a highly structured intermediate sanction program within the community as an alternative to institutionalization; promote community safety, assist with

community adjustment for youth returning from YRTC's or other more restrictive residential care; and provide an alternative to institutional revocation or more restrictive placement for youth who are having difficulty succeeding in a regular community supervision.

1. The Contractor agrees to provide all services associated with active electronic monitoring of youth as described in their program.
2. The Contractor agrees to make Electronic Monitoring Services available statewide throughout the Department's identified areas 24-hours a day, seven (7) days a week.
3. The Contractor agrees that Electronic Monitoring Services will include unannounced and random telephone contacts made at the residence, school, work, and other locations in the daily schedule of the youth.
4. The Contractor agrees to report within one (1) hour to the Department's Protection & Safety Worker if the youth violates the conditions of their service plan and supervision agreement. Notification will be provided as requested by the Protection & Safety Worker either via phone call, fax, or pager. If the contractor determines that the violation was caused by equipment error or was otherwise inconsequential, notification shall not be necessary. The Contractor agrees to provide written documentation of the violation upon the request of the Department's Protection & Safety Worker, if such documentation is needed.
5. The Electronic Monitoring Services program is designed for a period of ninety (90) days. Placement of youth on electronic monitoring shall be for an initial thirty (30) day period. Youth may only be continued on electronic monitoring for additional thirty (30) day periods, with a total number of placement days never to exceed ninety (90) days, only under the following circumstances:
  - a) A Protection and Safety Worker determines that a youth would benefit from additional accountability and monitoring due to specifically documented instances of noncompliance with terms and conditions of the youth's Conditions of Liberty Agreement; or
  - b) A youth is awaiting placement into a program offering a higher level of accountability and removal from electronic monitoring would decrease accountability during the dependency of the new placement. The Protection & Safety Worker must authorize the extended services in advance and submit this authorization in writing to the Contractor. Services beyond the thirty (30) day period, that have not been pre-authorized in writing, will not be reimbursed by the Department.

6. The Contractor agrees to provide statewide Electronic Monitoring Services for up to **28 youth a month** in the designated Department's areas as follows:

Northern Area	4 Slots
Southeast Area (excluding Lancaster Co.)	10 Slots
Central Area	6 Slots
Southwest Area	4Slots
Western Area	4 Slots

The Department's areas and the assigned locations for Electronic Monitoring Services are identified on the Department of Health and Human Services Service Area Map, attached hereto as Attachment B and by this reference is incorporated as if set forth verbatim. The Contractor shall submit justification for reallocating available Electronic Monitoring Services to meet the actual need of each area and the Department shall authorize such reallocation of services, if deemed appropriate.

#### B. REFERRAL

1. The Contractor agrees to serve youth in the Department's custody who require intensive supervision and meet the requirements for Electronic Monitoring Services. The Department agrees to be responsible in screening and determining the suitability of youth into the program.
2. Youth referred for Electronic Monitoring Services may be either males or females, 18 years of age or younger, who have been committed to the Department and referred by the Department for services. Referrals may include youth who are residing at home or in foster care, or youth returning home or to foster care from the YRTC's or other group care.
3. All referrals will be made by the Department on a Referral Form and submitted to the Contractor to initiate services.

#### C. STAFF QUALIFICATIONS

Staff must be a minimum age of 19. The Electronic Monitoring Tracker must have a bachelor's degree or high school diploma or GED and a minimum of two years experience in social services field. The experience could include social work, counseling/guidance, psychology, sociology, human development, mental health education or a closely related human services field. The Supervisor must have a minimum of a bachelor's degree in social work or a related field and two years experience in human services. The experience could include social work,

counseling/guidance, psychology, sociology, human development, mental health education or a closely related human services field.

D. TRAINING

The Contractor agrees to recruit, train, and support a network of personnel to serve as Electronic Monitoring Trackers throughout the state.

E. EQUIPMENT

1. The Contractor agrees to provide all equipment necessary to monitor youth in good working condition.
2. All equipment is the property of the Contractor and shall remain the property of the Contractor.
3. The Department and the Contractor agree to equally assume responsibility for the cost of replacement equipment where electronic equipment is lost, stolen, or damaged by a youth placed into the Electronic Monitoring Services Program by the Department.
4. The Department agrees to cooperate with efforts to recover or obtain restitution for any lost or damaged equipment and to undertake reasonable actions helpful to accomplish the same.

F. REMOVAL

The Department may remove a youth from the Electronic Monitoring Services program immediately upon notice to the Contractor for such reasons as violating the conditions of their service plan and supervision agreement, non-compliance with case plan, arrest, revocation of parole, court discharge, or other causes determined by the Department to be in the best interest of the youth.

G. DISCHARGE

Discharge planning with the Department's Protection & Safety Worker will begin at the time the youth is accepted into the Electronic Monitoring Services Program.

H. SERVICE DEVELOPMENT

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

- III. Consideration. The Department agrees to reimburse the Contractor **\$15.00 per day per youth**, which includes the mileage involved for the delivery of services. The Contractor agrees to submit monthly billings and required reports for services. The Department 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. The Department reserves the right to withhold payment until required reports are received. The Contractor is responsible for any and all costs

associated with the production and delivery of reports, billings, and other related administration costs. Bills should be submitted as described in Attachment D and should be received by the 15<sup>th</sup> of the following month that services are provided. No other charges may be submitted under the terms of this contract without prior approval and agreement of the Department.

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

V. Responsibilities and Authorizations. The Contractor recognizes and reaffirms the Department's ongoing responsibility for the youth and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the youth's case plan is implemented by the Department, except in cases in which the Contractor has given written notice of desire to return a youth in accordance with this contract. Furthermore, all contacts with the youth's family are to be made in accordance with plans approved by the Department, and the Contractor agrees not to accept payment from the family of the youth unless an established part of the case plan includes a fee for services.

VI. Research. The Department of Health and Human Services prohibits the involvement of state wards in any research or clinical investigations without the prior express written and informed consent of the Department.

The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the expressed written consent of the Director 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.

VII. Required Reports.

A. The Contractor agrees to maintain all forms necessary in providing services associated with active electronic monitoring of youth. The Contractor agrees to provide documentation of such forms and services upon the request of the Department's Protection & Safety Worker, if such documentation is needed.

B. The Contractor will be required to document the daily monitoring of the services provided to each youth, correspondence with parents, guardians, schools, and employers, the Department's request for services, alarm away activities, and electronic monitoring violation.

C. The Contractor will be required to report immediately (verbally) to the Department's Protection & Safety Worker all changes which affect the youth's

status (e.g. runaway, law violations, violent behavior, suicidal ideations, illness, changes in school status, change in location, etc.).

D. The Contractor will be required to document each youth's successful completion of the program, unsuccessful completion of the program and/or removal from the program, and reasons for such determination.

E. The Contractor will be required to report monthly statistical information in the billing process as described in Attachment E.

1. The Contractor will be required to maintain documentation of all electronic monitoring activity and submit such activity to the Department upon request.

VIII. Department's Responsibilities to the Contractor. The Department recognizes and affirms its responsibilities for the youth to the Contractor. Therefore, the Department agrees to share known information prior to service and during service about each youth's life situation as appropriate and necessary and to plan with the Contractor regarding the services to be developed. In all cases, The Protection & Safety Worker will provide the Contractor a copy of the most recent court order showing the youth's commitment to the Department and the youth's signed Conditions of Liberty Agreement. The Protection and Safety Worker will submit to the Contractor the appropriate forms requesting for Electronic Monitoring Services according to the program.

The Department will be required to submit to the Contractor a JAIBG Referral Form as described in Attachment F. This form will be accepted by the Contractor as the formal request to initiate services under the JAIBG program.

IX. Access To Records and/or Premises. The Contractor agrees to maintain complete records regarding the care and treatment provided to wards under this contract and to allow free access at reasonable times by duly authorized representatives of the Department, the Auditor of Public Accounts or the United States Department of Health and Human Services to such records for the purposes of making audits, examinations, excerpts, and transcripts. Such access to records shall continue beyond the termination date of this contract for a period of five (5) years.

X. Confidentiality. The Contractor agrees that any and all information obtained from the Department or from other parties in regard to a child 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 or by written court order or valid statutory authorization, provided, that contrary contract provisions set forth herein shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information, regarding the youth or the youth's family, submitted to the Contractor shall be referred or forwarded to the Department.

- XI. Civil Rights. The Contractor warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, denied benefits, of or otherwise be subjected to discrimination under any program or activity for which the Contractor received federal financial assistance.
- The Contractor and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin of the employee or applicant.
- XII. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the Department.
- XIII. Sub-Contractors. The Contractor agrees that no sub-contractors shall be utilized in the performance of this contract without the prior written authorization of the Department.
- XIV. Amendment. This contract may be amended at any time in writing upon the agreement of both parties.
- XV. Cancellation. Either party hereto may cancel this contract for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor's practices are harmful to the youth/family, abusive and/or contrary to Department philosophy, the contract can be canceled without notice. Payments for services rendered up to the date of cancellation shall be based on the rate of payment based on Paragraph III.
- XVI. Breach of Contract. Should the Contractor be determined to be in breach of this contract, the Department, at its discretion, may upon written notice to the Contractor terminate the contract immediately or specify a process with necessary actions and time frames for the contractor to be in compliance with the contract. The Department shall pay the Contractor only for such care or service as has been properly provided based on the rate specified in Section III. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- XVII. Unavailability 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. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. 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 state and/or federal funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this contract as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

- XVIII. Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.
- XIX. Background Checks. The Contractor agrees to perform background checks on any employee, intern, volunteer, or contractor who may have contact with a youth in the course of providing direct services for the youth and families. The Contractor shall complete these checks prior to the individual having any contact with the youth, and every two (2) years thereafter. These checks must, at a minimum, include the Sexual Offenders Register maintained by the Nebraska State Patrol and the Department's Central Registers for Adult Protective Services and Child Abuse and Neglect. In the event that the individual has resided in Nebraska for less than two (2) years the Contractor shall request the Department to complete the above checks in the state(s) of previous residence.
- XX. 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, the Contractor shall submit to the jurisdiction of the public counsel under Neb. Rev. Stat. 81-8,240 to 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to the contract 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.
- XXI. Resolution Clause. Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication

process as outlined in Department Administrative Memo #1-99, attached hereto as Attachment C and by this reference is incorporated as if set forth verbatim.

XXII. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship, and Contractor, and any employee or other person acting on behalf of the Contractor in performance of this contract, shall be deemed to be an independent Contractor(s) during the entire term of the contract or any renewal or amendments thereof. The Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this contract.

XXIII. Hold Harmless. The Contractor agrees to hold the Department, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees, or agents in the performance of this contract, including all associated costs of defending such claims.

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

XXIV. Insurance. The Contractor shall maintain the following types of insurance for the duties performed under this contract: general liability, automobile, both non-owned and hired car, professional liability, if applicable to the duties performed under this contract, errors and omissions, and premises and property. With prior approval of the Department, the Contractor may satisfy the above requirements by maintaining business owner and commercial automobile policies.

The Contractor must provide to the Department within thirty days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of these insurance policies must be submitted immediately to ensure no break in coverage. The Contractor shall ensure that all individuals transporting youth have a current, valid driver's license.

XV. Workers Compensation. The Contractor agrees to maintain for the term of this agreement, workers compensation coverage as required by Nebraska law. The Contractor must provide to the Department within thirty days of execution of this agreement a certificate of insurance for the above insurance. Notice of cancellation of these insurance policies must be submitted to the Department when issued and a new coverage binder shall be submitted immediately to insure no break in coverage. If the Contractor subcontracts for certain of the work involved in this Contract, it shall ensure

that the subcontractor has obtained workers compensation insurance and have proof of such insurance on file.

- XXVI. Claims Against the State. If there is a liability loss under the provisions of this agreement, a claim may be filed with the State Claims Board, and if approved, will be paid from the State Tort Claims Fund. The State retains all rights and immunities under the State Tort Claims Act, Neb. Rev. Stat. 81-8.239.01, the State Contract Claims Act, Neb. Rev. Stat. 81-8.302 et seq., and the State Miscellaneous Claims Act, Neb. Rev. Stat. 81-8,294 et seq., and any other applicable provisions of law and accepts liability under this contract to the extent provided by law.
- XXVII. Overpayments. Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will 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 reserves the right to offset overpaid amounts by withholding or reducing future payments.
- XXVIII. Lobbying. The Contractor assures that no Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- XXIX. 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 youth services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to youth services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

XXX. 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.

XXXI. Release of Identifying Information. No photographs or slides or other identifying information regarding a child 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.

STATE OF NEBRASKA,  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BY \_\_\_\_\_  
Nancy Montanez, Director  
Department of Health and Human Services

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

BY \_\_\_\_\_  
Contractor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

Federal Taxpayer Identification Number \_\_\_\_\_

DRUG-FREE WORKPLACE STATEMENT

The Contractor assures the Department of Health and Human Services that our Contractor will operate a drug-free workplace in accordance with Nebraska State guidelines. The Contractor also assures that a drug-free workplace policy has been implemented. A copy of this policy is attached.

By \_\_\_\_\_  
Contractor

## ATTACHMENT C

June 15, 1999

ADMINISTRATIVE MEMORANDUM # 1-99  
(Formerly Administrative memo #1-98)\*

TO: Protection & Safety Workers and Supervisors  
Protection & Safety Leadership Team  
Resource Development Administrators  
Service Area Administrators  
Service Area Contract Liaison Team

FROM: Ron Ross, Director

RE: Communication Process for Juvenile and Family Service Providers and Health and Human Services Staff

The following communication process has been developed jointly between staff of HHS and Executive Committee Members of the Nebraska Association for Homes and Services for Children (NeAHSC). It is intended to be utilized by HHS staff and providers and to serve as guideline for communication. This process will be reviewed and may be altered and improved as necessary.

### COMMUNICATION PROCESS:

The main access point for communication for contract providers regarding CONTRACT ISSUES within the Health and Human Service System is the Service Area Contract Liaison (SACL). Within each service area there is a staff member identified with this role and they are to serve as the pivot point on contract matters within their service area.

The role of the Service Area Contract Liaison (SACL) includes:

- processing contracts
- assisting in problem solving and dispute resolution
- communication (with the providers, case manager, customer)
- oversight of the contracts and assurance of compliance
- oversight of the billing process
- involvement with program evaluation (to include the annual report)
- oversight of utilization
- communication with others in HHS regarding contract issues

The contractor and the SACL are encouraged to maintain regular communication through meetings, phone calls and other means to discuss how things are going and to problem solve regarding any issues of concern from either HHS or the provider's perspective. For contracts that cover more than one service area there will be a lead SACL identified as a point of contact for the provider.

### CASE CONCERNS & CONTRACT CONCERNS:

Paramount to the successful resolution of either a case or contract concern are two basic premises:

- 1) That concerns are raised and addressed in as timely of a manner as possible and
- 2) That concerns are addressed at the level closest to the provision of services as possible.

CASE CONCERNS: There will be times when the provider experiences concerns regarding an issue with a child and/or family that they are serving. In this instance the provider is encouraged

to contact the Protection and Safety Worker to address their concerns. The Protection and Safety Worker is expected to acknowledge that they have in fact received the concern within three days (an emergency situation should be responded to as quickly as possible, if the Protection & Safety Worker is not available in an emergency then their supervisor should be contacted).

The Protection and Safety Worker and contractor will work together to resolve the issue as quickly as possible. If after consultation with the Protection and Safety Worker the provider is unable to resolve the issue then the Protection and Safety Supervisor should be contacted for further discussion.

It may be useful to involve the SACL to act as a consultant to this process of resolving specific case concerns. The SACL can assist by participating in the discussions as an intermediary, provide information regarding the chain of command in the service area and also provide ideas about resolution of case concerns.

If there is not a satisfactory resolution at the supervisory level further discussions may occur with the Protection and Safety Administrator and then the Service Area Administrator. If the provider is unable to resolve the issue at the service area level then Chief Deputy Director for Services would be the next level of contact followed by Director of Services.

**CONTRACT CONCERNS:** A contractor may have concerns that are related to their contract as opposed to a case specific concern. In that instance the provider should discuss these issues with the SACL. The SACL is expected to acknowledge the providers concern within five working days (again an emergency situation should be responded to as quickly as possible and if the SACL is not available their supervisor may be contacted).

The contractor and the SACL will work together to resolve the issue as quickly as possible. The contracts for child welfare and juvenile services are standardized with corresponding program standards, rates and utilization criteria. Because of the standardization there are many issues that can not be altered except through the overall contract revision process.

There is an exception process that has been developed regarding the program standards. If the provider is requesting an exception to a program standard they are expected to document the request in writing and send it to their SACL. The SACL will consult with the Resource Development & Support Unit in the Central Office of HHS and a decision will be made to grant or deny the exception. If the exception is approved corresponding documentation will be attached to the providers contract.

The SACL serves as the person who interprets the contract and provides information regarding any changes in the contract to providers. The SACL will also be able to provide information regarding district needs and processes for contracting (e.g. open enrollment vs. request for proposals).

If the contractor is unable to successfully resolve their contract concerns with the SACL they may address their concerns to the Resource Development Administrator (if the SACL does not serve this role) and then to the Service Area Administrator or their designee. If the contractor is unable to resolve their issues successfully with the Service Area Administrator or their designee then they may request that the appropriate Central Office staff would become involved and at a minimum this would include the Resource Development & Support Unit and may include others depending on the nature of the issue.

If the contractor is unable to resolve the issue with the Service Area and Central Office consultation then the contractor may address their concerns to the Chief Deputy Director for Services and then to the Director of Services.

The Department also expects that contractors will be responsive to requests for information on a case or contract basis within the time frames outlined by HHS.

In summary, both case and contract concerns should be directed to the HHS staff closest to the work involved, the Protection and Safety Worker and the SACL. While the focus of this process is to open up lines of communication and to do so in a timely manner, it is also important to note that at times the contractor will not agree with the HHS departmental stance on an issue. For a variety of reasons the departmental stance was determined and felt to be the most appropriate and may not change due to contractor disagreement. All case and contract concerns will be reviewed based on their own merits and will be evaluated accordingly.

## ATTACHMENT D

**Billing Form:** As developed by the Department.  
See Attachment E.

**Schedule of Billing:** Monthly Reimbursement.

**Submit Bills to:** Department of Health and Human Services – Protection & Safety Division

Name: Peggy Barner

Address: P.O. Box 95044; Lincoln, NE. 68509-5044

Phone Number: 402-471-8402

**Contact Person:**

Department Contact Person

Name: Peggy Barner

Phone Number: 402-471-8404

Provider Contact Person

Name: Rich Pope

Phone Number: 402-910-5946