



SUPPORT SERVICES CONTRACT

This contract (the “Contract”) is made by ABLED, Inc., a Nebraska Subchapter S Corporation, organized under the laws of Nebraska, with a principal place of business in Lincoln, Nebraska (“ABLED”), and _____, an individual(s) residing at _____ (the “Contractor”), for the delivery of Support Services to Participant(s) named in the addenda to this Contract.

1. **Parties.**

- A. **ABLED** is a certified provider of services under the Medicaid Home and Community Based Services Developmental Disability (HCBS) Waiver administered by the Nebraska Department of Health and Human Services (DHHS). ABLED is not an employer of Contractor (see Section 5, below).
- B. **Participant** is an individual receiving services under the HCBS Waiver program, including Support Services in accordance with the Participant’s Individual Support Plan (ISP).
- C. **Contractor** is an individual qualified to provide Support Services to Participants receiving services under the HCBS Waiver. Contractor is a self-employed independent contractor and its relationship with ABLED under this Contract is not that of employer and employee for any purpose (see Section 5, below).

2. **Contractual Intent.** In consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows with the intent to be legally bound.

3. **Purpose.** The purpose of this Contract is to set forth the terms and conditions upon which Contractor agrees to provide Support Services as described herein in exchange for the payments and quality oversight services provided by ABLED as described herein.

4. **Conditions to Contract.** The obligations of ABLED are subject to the continued authorization by the Department for the delivery of Support Services to Participant and the availability of adequate funds from the Department.

5. **Independent Contractor Status.** In the performance of this Contract, Contractor is in all respects an independent contractor, and is not an employee of ABLED. Contractor is not an agent of ABLED and neither the Contractor nor any of his/her officers, employees, agents or family members shall have the authority to bind ABLED or the State of Nebraska.

- A. **Self-employed.** Contractor represent that he/she has established his/her own business as a self-employed, approved provider of Support Services. Contractor further represents that he/she has chosen to provide Support Services under this Contract. Contractor acknowledges he/she is free to engage in any other business activities, provided that those other business activities do not interfere with the services and obligations required by this Contract. Contractor acknowledges he/she has the opportunity for profit and loss as a result of the services being performed under this Contract. Contractor agree that he/she shall not represent himself/herself in any manner as an employee of ABLED.



- B. Self-direction.** Contractor shall have the right to provide Support Services and operate his/her business according to Contractor's best judgment in conformance with all applicable laws, policies, and regulations and subject to ABLED's quality oversight. Based on Contractor's best judgment, subject to such laws, policies, regulations, and Participant's Individual Support Plan, Contractor shall determine the schedule and manner of day-to-day activities and of the performance of Support Services.
 - C. Contractor Costs.** Contractor shall receive payments from ABLED as provided herein for the delivery of Support Services. Contractor is responsible for all costs and expenses of operating the business, including, but not limited to, vehicle and labor costs, insurance, and all other business-related expenses required to operate as an independent contractor performing Contractor's obligations under this Contract.
 - D. No Right to Employee Benefits.** As an independent contractor, Contractor is not entitled to receive from ABLED any benefits associated with employment including but not limited to, disability benefits, life insurance, workers compensation benefits, retirement benefits, health insurance or unemployment insurance. Contractor agrees that he/she is not entitled to claim and agrees not to claim any such benefits provided to ABLED employees.
 - E. Responsibility for Taxes.** Contractor agrees he/she is solely responsible for any reporting and paying all state and federal taxes which are due for any payments made under this Contract.
 - F. Reliance on Contractor's Representations.** Contractor acknowledges that ABLED has entered into this Contract and engaged Contractor's services relying on each of Contractor's representations, agreements, and acknowledgments contained in this Section 5 relating to Contractor's status as an independent contractor.
- 6. Contractor Obligations.**
- A. Support Services.** Contractor shall provide the Support Services, as described in ATTACHMENT A, for the Participant in accordance with the Participant's Individual Support Plan and all applicable laws, regulations, and policies.
 - B. Insurance & Other Obligations.** The Contractor shall maintain automobile liability insurance with minimum limits of \$100,000 per person and \$300,000 per occurrence for any vehicle used to transport the Participant. Proof of insurance shall be provided to ABLED upon commencement of this Contract, annually, and upon request. Contractor shall maintain general liability coverage covering the Contractor's business operations, including the Contractor's operations under this Contract with policy limits of at least \$100,000 per person and \$300,000 per occurrence.
 - C. Safety.** Contractor will not smoke in the home or in a vehicle where Participant or other supported individuals live or are present. Contractor shall perform necessary maintenance and repair of vehicles.
 - D. General Event Reports.** Contractor agrees to follow ABLED's policies and procedures with respect to reporting abuse, neglect, exploitation, rights violations, behaviors, accidents, and any other reportable event. Contractor will make all necessary notifications to guardian, ABLED's administrator, and the Department's service coordinator. Any



suspected abuse, neglect, or exploitation must be reported to Adult Protective Services or Child Protective Services depending on Participant's age. Contractor must call 911 for significant abuse or injuries.

- E. Record Maintenance.** Contractor agrees to complete the required daily record maintenance on Therap Services or on any subsequent electronic recording program utilized by the Department. Daily completion of Tlogs, Attendance, and Programs in Therap is required for payment to be made for services provided under this contract. If Contractor fails to provide complete and accurate billing documentation, ABLED may, in addition to any other remedy available to ABLED, withhold payment until such records are provided. If Contractor passes medications to the Participant, Contractor must be Med Aide certified and record the passing of medications immediately on the Participant's Medication Administration Record (MAR) in Therap.
- F. Overpayments and Recouments.** Contractor agrees to promptly remit to ABLED any overpayments made to Contractor due to omission, error, fraud, or which may be subsequently denied or recouped as the result of Contractor's failure to deliver the required services, or through other improper billing.
- G. Confidentiality.** Contractor will maintain the Participant's confidentiality and comply with HIPAA in accordance with applicable laws, regulations, and policies.
- H. Prevention of Fraud and Financial Abuse.** Contractor agrees to take all necessary actions to prevent fraud and financial abuse of the Participant in accordance with applicable laws, regulations, and policies.
- I. Employees/Contracted Workers.** Contractor will only bill for days Contractor is present with Participant. Substitute Habilitation Staff will complete Tlogs, Attendance, and Programs in Contractor's absence. ABLED will pay Substitute Habilitation Staff directly for days they worked in Contractor's absence.
- J. Non-Discrimination.** Contractor agrees to comply, to the extent applicable, with the requirements of: Section 504 of the Federal Rehabilitation Act of 1973, as amended, relating to discrimination against people with disabilities; Title 21 V.S.A Chapter 5, Subchapter 5, relating to fair employment practices; the Age Discrimination Act of 1975; the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Pro-Children Act of 1995 relating to smoking.
- K. Indemnification.** The Contractor agrees to indemnify and hold harmless ABLED, its officers, directors, employees, attorneys, agents, successors, and assigns against all claims, costs, obligations or liabilities whatsoever arising from or otherwise relating to the Contractor's acts, omissions, obligations, or performance under this Contract, including but not limited to: (a) any lawsuit, settlement, and/or judgment, (b) any assessment resulting from any administrative proceeding, such as a claim for unemployment benefits or workers' compensation benefits, (c) any attorney's fees or other costs relating to the defense of any lawsuit and/or administrative proceeding; and (d) any claims or damages relating to Contractor's unauthorized use or disclosure of Participant's Protected Health Information.



L. Training. Contractor will complete ABLED Orientation Training prior to providing Support Services which includes training on Abuse, Neglect, and HIPAA. Contractor shall complete required 180 day training prior to serving with ABLED for 180 days. Contractor shall be certified in CPR and First Aid. Before passing any medications, Contractor must be Med Aide Certified. If required by the Participant's Safety Plan, Contractor shall complete Mandt Training to deescalate and protect the Participant.

M. Cooperation with ABLED.

1. **Communication.** Contractor shall maintain regular communication with ABLED regarding Participant's physical and mental condition. Contractor must submit all General Event Reports to ABLED within 2 hours of an incident and must immediately contact one of ABLED's Administrators in the event of a serious incident as defined by the Department.
2. **Access.** Contractor shall provide to personnel from ABLED and regulatory agencies full access to Participant at home and in the community.

7. ABLED's Obligations.

A. Payment for Support Services. In consideration of the Support Services provided by Contractor and Contractor's performance of its other Contract obligations, ABLED agrees to pay Contractor as described in the addenda to this Contract. Payments will be made by the 15th of the month following the month services were rendered, or as soon thereafter that the Department makes the funds available to ABLED. ABLED will make every effort to pay as quickly as possible but payday may be delayed by the Department, by missing or late billing documentation, or by unforeseeable circumstances.

B. Substitute Habilitation Staff. Contractor will from time to time need to be away from Participant for a variety of reasons. ABLED will approve and train qualified Substitute Habilitation Staff to serve Participant in Contractor's absence. ABLED will need as much advanced notice as possible to ensure staff is available.

C. Quality Oversight Assistance. ABLED shall provide administrative and support services to monitor the quality and effectiveness of the Support Services provided to Participant and to provide assistance as needed to Contractor. Such administrative and support services shall include running background checks, home/community visits, writing programs, trainings, emergency assistance, billing, documentation verification, advocacy, and other support and administrative services as needed.

8. Contract Term and Termination.

D. Contract Term. The term of the contract shall be up to one (1) year commencing on **(DATE) July 1, 2018** ("Commencement Date") and terminating on June 30, 2019 ("Termination Date"), unless sooner terminated in accordance with the terms provided in this Contract. This Contract may be renewed upon agreement of the parties if the Contractor has met all conditions and obligations of this Contract. In the event the parties continue their relationship after the Termination Date, the provisions of this Contract shall govern until such time as revised Contract has been signed by both parties.



E. Termination without Cause. Except as otherwise provided in this Contract, either party may terminate this Contract without cause upon 30 days written notice to the other party. The Contractor is responsible for producing all required documentation and personal property of the Participant within 5 business days of the termination or as otherwise negotiated with ABLED. The parties may agree in writing to waive, shorten, or lengthen notice period to the extent permitted under applicable law and regulation.

F. Termination with Cause or Upon the Occurrence of a Specified Condition. ABLED shall have the right to terminate this Contract with or without advance notice upon the occurrence of any of the following circumstances:

1. The Participant dies.
2. The Participant expresses the desire for a change to his/her staff and the ISP Team determines that a change in staff would be in the best interest of the Participant.
3. Contractor has been charged with a criminal offense.
4. Contractor has breached an obligation under the Contract or failed to satisfy required conditions of the Contract.
5. The Participant is incarcerated in a correctional facility or transferred to a nursing home or other living arrangement.
6. After the thirty-first (31st) consecutive day of hospitalization of the Participant by providing five (5) business days written notice to the Contractor.
7. ABLED determines, in its sole discretion, that the Participant is in a dangerous, unsafe, or unhealthy situation; or if abuse or neglect is suspected; or if, in the sole discretion of ABLED, the best interests of the Participant require that Contractor's relationship with the Participant be terminated.
8. The funding that ABLED receives from public sources, including State and federal sources, for the purpose of supporting the Participant is eliminated or reduced below the level in existence on the Commencement Date of this Contract.
9. ABLED, in its discretion, determines that Contractor has violated its duty to protect the health, safety or welfare of the Participant, or that its Policies and Procedures otherwise are not being followed by Contractor.
10. A license or certification required of Contractor by law or regulation has lapsed or been suspended or terminated.
11. Contractor is placed on the APS/CPS Registry or the Nebraska State Patrol Sex Offender Registry.
12. Contractor has misappropriated the Participant's funds.
13. Contractor failed to follow ABLED's General Event Reporting (GER) Policy.
14. Participant or Participant's legal guardian terminates the contract between Participant and ABLED.
15. Contractor fails to carry insurance as required under this Contract.
16. Contractor uses an unauthorized staff for temporary substitute services.
17. Contractor breaches any other provision of this Contract and fails to cure such breach within fifteen (15) days of receiving notification of such breach from ABLED.



18. Upon the occurrence of an event described under subsections 2-17 above, ABLED shall have the option to suspend the Contract with or without advance notice by removing the Participant until Contractor comes into compliance, in which case Contractor will not be paid for the period of suspension.
9. **Final Payment.** Upon termination of this Contract, payment to the Contractor will be limited to amounts invoiced for service rendered prior to the termination of the Contract. ABLED reserves the right to withhold final payment to the Contractor until all required documentation and personal property of the Participant is returned.
10. **No Contractual Interference.** Contractor acknowledges that ABLED has an ongoing interest in the well-being and continued provision of services to the Participant. Contractor understands that ABLED has entered into contracts with third parties for the Participant's well-being and the provisions of these services. Contractor agrees that Contractor will not interfere with ABLED's contractual relationships regarding the Participant and will not take any action or fail to act in any way that would reasonably be expected to jeopardize ABLED's ability to continue to provide services to the Participant.
11. **Amendment.** This Contract supersedes all prior oral and written contracts or agreements between the parties and constitutes the entire agreement between the parties. This Contract may be supplemented, amended, or revised only in writing and signed and dated by the parties.
12. **Assignment.** This Contract shall not be transferred or assigned by either party without the prior written permission of the other party.
13. **Binding Effect.** This Contract shall be binding upon the Parties, their heirs, successors, legal representatives, and assigns. If more than one individual is a signatory to this Contract as "Contractor", then each individual is jointly and severally obligated to perform all obligations of Contractor. A breach of this Contract by either Contractor shall be deemed a breach by both Contractors.
14. **Waiver.** No waiver of any default under this Contract shall constitute or operate as a waiver of any subsequent default of this Contract, and the failure by either party to exercise any right under this Contract shall not constitute a waiver of that right.
15. **Third Party Beneficiaries.** Except as provided in Section 13 (Binding Effect), nothing in this Contract, express or implied, is intended or shall be construed to confer any rights or benefits upon any person, corporation, or entity other than the parties to this Contract, and all of the terms, covenants, and conditions of this Contract shall be for the sole and exclusive benefit of the parties to this Contract, their successors, and, when agreed to, their assigns.
16. **References to Contractor.** The "Contractor" is the individual or individuals listed at the beginning of this Residential Services Contract. The Contractor is referred to in the singular throughout this Contract as a matter of convenience. If there is more than one Contractor listed at the beginning of this Contract, each Contractor must execute this Contract and Contract shall be binding upon each such Contractor.
17. **Attachments Incorporated.** All terms and conditions set out in Attachments A and B are hereby incorporated into the Contract and shall be considered as part of the Contract.
18. **Dispute Resolution.** This Contract shall be governed in accordance with the laws of the State of Nebraska without regard to its conflict of laws provision. The exclusive venue for the



pursuit of any legal proceeding or remedy arising out of this Contract shall be in Lancaster County, Nebraska.



WE THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS CONTRACT AND HAVE EXECUTED THIS CONTRACT TO BECOME EFFECTIVE ON THE COMMENCEMENT DATE STATED ABOVE.

This contract is for Residential and/or Day Support Services as described in detail in ATTACHMENT A of this Contract.

Contractor Signature

Contractor Printed Name

Date

Contractor Signature (If applicable)

Contractor Printed Name

Date

ABLED Signature

David D. Tagart, CEO
ABLED Printed Name & Title

Date



ATTACHMENT A **Scope of Residential Services**

If Contractor is providing Day Services as indicated on the signature page, he/she shall throughout the term of this Contract provide Residential Services in accordance with the provisions outlined herein. Contractor will provide services in Contractor's owned or leased home and to bring Participant into his/her home. Contractor will exercise his/her own independent business judgment. Contractor is a self-employed independent contractor and its relationship with ABLED under this contract is not that of employer and employee for any purpose. Contractor understands that Residential Service requires around the clock supervision except when the Participant is authorized to be out of Contractor's care (e.g., at day services, in school, on a home visit). Without limiting the foregoing, Contractor shall throughout the term of this Contract:

- a. Provide input and participate in the development of the Participant's Individual Support Plan ("ISP") as required by State Regulations and the Department.
- b. Follow the ISP, addressing all aspects of the Participant's life as identified by the ISP.
- c. Provide habilitation services, namely ongoing intensive or intermittent face-to-face training and support at home so the Participant can learn life-related and/or work-related responsibilities, skills, and behavior in order to obtain, maintain or advance employment, all in accordance with the ISP.
- d. Monitor the personal funds of the Participant as needed and keep accurate records of these funds. Contractor shall maintain such records in the manner prescribed by ABLED's Funds Management Policy, state and federal law, court order, and the ISP. The Contractor is responsible for refunding to the Participant any misspent or non-receipted funds.
- e. Receive payments for Room & Board from Participant's funds in accordance with the terms set forth in the Room & Board agreement, not a part of this Contract, executed by Contractor and Participant or Participant's lawful guardian.
- f. Maintain a clean, safe and suitable home for the Participant.
- g. Assure availability of safe and reliable transportation for the Participant.
- h. Encourage and afford the Participant the opportunity to attend and participate in the Participant's preferred activities as well as in family and community activities.
- i. Arrange to provide any needed support or supervision if the Participant is home from day services or from school (if applicable).
- j. Provide training and support to the Participant to increase life skills that support increased independence and community integration.
- k. Follow all ABLED policies and procedures. Any reference in the policies and procedures to "Staff" will apply to "Contractor" unless it is not practicable or it is expressly stated otherwise.
- l. Provide all services and documentation required of the Contractor by the Nebraska DHHS Service Contract, all applicable laws and regulations, and ABLED's Policies and Procedures. Contractor acknowledges, represents, and warrants that Contractor has received a copy of and is familiar with ABLED's Policies and Procedures. ABLED's Policies and Procedures are available at www.abledinc.com.
- m. Treat all information regarding the Participant as strictly confidential. In disclosing information regarding the Participant, the Contractor shall comply with ABLED's Confidentiality Policy and with all applicable federal and state laws, including without limitation the Health Insurance Portability and Accountability Act ("HIPAA").



- n. Permit representatives of ABLED, the Participant's ISP Team, Participant's immediate family, Participant's court-appointed guardian (if any), and representatives of the State to enter Contractor's Home without advance notice. Contractor further agrees to obtain, at ABLED's request, consents from all persons residing in the Contractor's home permitting such entry.
- o. Inform ABLED at least 48 hours prior to any travel involving the Participant and the phone numbers where the Participant and Contractor can be reached while traveling.
- p. Ensure that any person transporting Participant is licensed to drive and has Motor Vehicle Insurance in an amount not less than that required by law. Contractor agrees to provide proof of compliance to ABLED upon request;
- q. Obtain all training required by federal and state rules and regulations, and ABLED's Policies and Procedures.
- r. Pay for all costs of repair of property damage caused by Participant, except to the extent an applicable behavior support plan identifies such damage as being Participant's responsibility. Contractor understands and agrees that this provision covers all property, whether owned by Contractor or a third-party.
- s. Assume the charges for any missed appointments with Participant's service providers that result in charges to ABLED or the Participant if missing the appointment was the fault of Contractor.
- t. Immediately report to ABLED and to all appropriate State and local agencies as required by law, any act or condition required to be reported by law or regulation, including, without limitation, any abuse, neglect, injury or illness involving the Participant.
- u. Follow all ABLED's documentation requirements whether now existing or subsequently adopted by ABLED, including the utilization of any electronic communication/ documentation systems required by ABLED
- v. Ensure the home is drug free to the extent required by federal and state law.
- w. If Contractor intends to move, Contractor shall timely inform ABLED of such intent and permit ABLED to inspect the new home to ensure it is suitable for the Participant prior to the move.
- x. Contractor is required and hereby agrees to use the federal immigration verification system to determine the worker eligibility status of any persons Contractor employs. Federal immigration verification system refers to the electronic verification of the work authorization program, known as the E-Verify Program. The Contractor understands and agrees that lawful presence in the United States is required and this Contract can be terminated if such lawful presence cannot be verified.
- y. Promptly make all records relating to Participant available to ABLED at ABLED's request.
- z. Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, 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.
- aa. ABLED will not withhold income taxes from payments to Contractor for Residential Services and will NOT issue an IRS Form 1099 to Contractor based on the exemption of Residential Services under Section 131 of the Internal Revenue Code. Contractor acknowledges that it may not rely on this determination and should consult with his/her own tax advisers about Contractor's federal and state income tax obligations. Contractor represents that as of the date of this Contract, Contractor has paid all taxes due to the Internal



Revenue Service and State of Nebraska or is in full compliance with a payment plan approved by the appropriate taxing authority.

- bb. The Contractor shall maintain homeowner's or renter's insurance on the premises where Participant is residing with liability coverage covering the Contractor against claims for bodily injury, death, and property damage to others of not less than \$500,000.
- cc. Contractor shall maintain the home in accordance with all safety codes and regulations.
- dd. Contractor agrees that he/she shall be the only person providing Support Services, except for adult members of Contractor's family or other substitute habilitation staff who have been approved and trained by ABLED.
- ee. Contractor must immediately notify ABLED whenever Participant is out of the care or supervision of Contractor, including but not limited to: visits to family, temporary host home care, Contractor vacations, illnesses, incarceration, or other situations that cause Participant to be cared for by anyone other than Contractor.
- ff. ABLED and the Department will have access to Contractor's home and Contractor's records, at reasonable times with or without advance notice, for the purpose of monitoring the quality of the living environment and the services provided by Contractor. Additionally, ABLED will conduct scheduled monthly home visits to review Participant's home.
- gg. Contractor may use ABLED approved and trained staff to provide short-term (less than a day) respite care on days Contractor bills the Daily Residential Rate. Contractor will pay for short-term respite. Contractor may use ABLED approved and trained staff to provide long-term respite care when Contractor is absent for a day or longer. The Substitute Habilitation Staff will run programs, write Tlogs, and complete Attendance for this period. ABLED will pay the Substitute Habilitation Staff directly.
- hh. Contractor shall not have anyone living in the home who is on the APS or CPS registries.



Scope of Day Support Services

If Contractor is providing Day Services as indicated on the signature page, he/she shall throughout the term of this Contract:

- a. Provide input and participate in the development of the Participant's Individual Support Plan ("ISP") as required by State Regulations and the Department.
- b. Follow the ISP, addressing all aspects of the Participant's life as identified by the ISP.
- c. Provide habilitation services, namely ongoing intensive or intermittent face-to-face training and support in the community or in home so the Participant can learn life-related and/or work-related responsibilities, skills, and behavior in order to obtain, maintain or advance employment, all in accordance with the ISP.
- d. Monitor the personal funds of the Participant as needed and keep accurate records of these funds. Contractor shall maintain such records in the manner prescribed by ABLED's Funds Management Policy, state and federal law, court order, and the ISP. The Contractor is responsible for refunding to the Participant any misspent or non-receipted funds.
- e. Assure availability of safe and reliable transportation for the Participant.
- f. Encourage and afford the Participant the opportunity to attend and participate in the Participant's preferred activities as well as in family and community activities.
- g. Provide training and support to the Participant to increase life skills that support increased independence and community integration.
- h. Follow all ABLED policies and procedures. Any reference in the policies and procedures to "Staff" will apply to "Contractor" unless it is not practicable or it is expressly stated otherwise.
- i. Provide all services and documentation required of the Contractor by the Nebraska DHHS Service Contract, all applicable laws and regulations, and ABLED's Policies and Procedures. Contractor acknowledges, represents, and warrants that Contractor has received a copy of and is familiar with ABLED's Policies and Procedures. ABLED's Policies and Procedures are available at www.abledinc.com.
- j. Treat all information regarding the Participant as strictly confidential. In disclosing information regarding the Participant, the Contractor shall comply with ABLED's Confidentiality Policy and with all applicable federal and state laws, including without limitation the Health Insurance Portability and Accountability Act ("HIPAA").
- k. Inform ABLED at least 48 hours prior to any travel involving the Participant and the phone numbers where the Participant and Contractor can be reached while traveling.
- l. Ensure that any person transporting Participant is licensed to drive and has Motor Vehicle Insurance in an amount not less than that required by law. Contractor agrees to provide proof of compliance to ABLED upon request;
- m. Obtain all training required by federal and state rules and regulations, and ABLED's Policies and Procedures.
- n. Assume the charges for any missed appointments with Participant's service providers that result in charges to ABLED or the Participant if missing the appointment was the fault of Contractor.
- o. Immediately report to ABLED and to all appropriate State and local agencies as required by law, any act or condition required to be reported by law or regulation, including, without limitation, any abuse, neglect, injury or illness involving the Participant.
- p. Follow all ABLED's documentation requirements whether now existing or subsequently adopted by ABLED, including the utilization of any electronic communication/ documentation systems required by ABLED



- q. Contractor is required and hereby agrees to use the federal immigration verification system to determine the worker eligibility status of any persons Contractor employs. Federal immigration verification system refers to the electronic verification of the work authorization program, known as the E-Verify Program. The Contractor understands and agrees that lawful presence in the United States is required and this Contract can be terminated if such lawful presence cannot be verified.
- r. Promptly make all records relating to Participant available to ABLED at ABLED's request.
- s. Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, 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 Agreement, 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.

IMPORTANT NOTE: The Department may require all Day Support Services to be provided by ABLED employees rather than contractors. Should that happen, the Day Support Services provisions of this contract will become void. All Residential Services provisions will remain intact and legally binding.



ATTACHMENT B **Background Checks**

Contractor agrees and understands the Department Requires Contractor and members of Contractor's family submit to certain Background Checks. Contractor consents to each and every Background Check required by the Department, ABLED's Policies and Procedures, and federal and state law. At ABLED's request, Contractor agrees to provide written consents from each member of Contractor's household for such Background Checks.

Specific Requirements. Contractor further agrees to:

- (1) Provide any and all documentation necessary to permit ABLED to verify that Contractor and all members of the Contractor's household age 13 or over are not in the Central Register of Child Protection Cases in Nebraska DHHS, the Adult Protective Services Central Registry in Nebraska DHHS, or the Nebraska State Patrol Sex Offender Registry
- (2) Submit to a state and federal criminal history record information check completed by the Nebraska State Patrol and the Identification Unit of the Federal Bureau of Investigation;

Warranties and Representations. Contractor warrants and represents to ABLED that neither Contractor nor any person in Contractor's household age 13 or over (excluding the Participant) has ever:

- (1) been on the Central Register of Child Protection Cases in Nebraska DHHS, the Adult Protective Services Central Registry in Nebraska DHHS, or the Nebraska State Patrol Sex Offender Registry,
- (2) been convicted of: child pornography, abuse of a child or vulnerable adult, felony domestic assault, misdemeanor domestic assault within the last five years, shoplifting after age 19 and within the last three years, felony fraud within the last ten years, misdemeanor fraud within the last five years, possession of any controlled substance within the last five years, possession of any controlled substance with intent to deliver within the last ten years, felony assault without a weapon within the last ten years, felony or misdemeanor assault with a weapon in the last 15 years, prostitution or solicitation of prostitution within the last five years, felony or misdemeanor robbery or burglary within the last ten years, rape or sexual assault, or homicide.

Notification. Contractor agrees that it will immediately notify ABLED if:

- (1) the Contractor or any member of Contractor's household is charged with a crime;
- (2) Contractor becomes aware that the Contractor or any member of the Contractor's household is under investigation for a crime; or
- (3) the Contractor or any member of the Contractor's household is placed on Central Register of Child Protection Cases in Nebraska DHHS, the Adult Protective Services Central Registry in Nebraska DHHS, or the Nebraska State Patrol Sex Offender Registry.



ATTACHMENT C

Acknowledgment and Receipt

I have been advised to access the ABLED, Inc. Policies on the website: www.abledinc.com.

I understand that these Policies are not a contract.

Notwithstanding any other provision of the Policies, employment with ABLED, Inc. is “at will” and I may be terminated at any time by ABLED, Inc. or by me with or without notice or cause.

I understand that this arrangement may be changed only by written agreement signed by me and the Chief Executive Officer of ABLED, Inc.

I understand that from time to time I may receive compensation increases, performance reviews, promotions, demotions, disciplinary action and the like, none of which is intended to alter the at-will nature of my employment with ABLED, Inc.

I understand that I should not rely on any statements, promises or representations, written or oral, from anyone in ABLED, Inc., that contradict ABLED, Inc.’s right to terminate my employment at any time, with or without notice or cause.

I authorize deduction from my paycheck for the cost of any ABLED, Inc. property issued to me that I fail to return in good condition (normal wear and tear excepted) when asked to do so, or for any other amounts that I owe ABLED, Inc.

I understand and acknowledge receipt of the ABLED, Inc. web address for all ABLED, Inc. policies. I agree to abide by these policies.

DATE: _____

SIGNED: _____

PRINTED NAME: _____