



SHARED LIVING 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 _____, (the "Contractor"), an individual residing at _____, for the delivery of Shared Living 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").
- B. Participant** is an individual receiving services under the HCBS Waiver program, including Shared Living Services in accordance with the Participant's Individual Support Plan (ISP).
- C. Contractor** is an individual qualified to provide Shared Living services to Participants receiving services under the HCBS Waiver. Contractor is a self-employed independent contractor.

This contract is between ABLED and Contractor. The Contractor does not have a contractual relationship with DHHS, the Participant, or the Participant's Guardian.

- 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 Shared Living Services as described in ABLED's *Shared Living Manual* 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 DHHS for the delivery of Shared Living Services to Participant and the availability of adequate funds from DHHS.
- 5. Independent Contractor.** In the performance of this Contract, Contractor is in all respects an independent contractor. Contractor shall not have the authority to bind ABLED or the State of Nebraska.
 - A. Self-employed.** Contractor represents that he/she has established his/her own business as a self-employed, approved provider of Shared Living Services. Contractor further represents that he/she has chosen to provide Shared Living Services under this Contract. Contractor is free to engage in other business activities, provided that those other business activities do not interfere with the services and obligations required by this Contract.
 - B. Self-direction.** Contractor shall have the right to provide Shared Living 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 ISP, Contractor shall determine the schedule and manner of day-to-day activities and of the performance of Shared Living Services.

- C. Contractor Costs.** Contractor shall receive payments from ABLED as provided herein for the delivery of Shared Living 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. 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.
- 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. ABLED will not withhold income taxes from payments to Contractor for Residential Services. ABLED will issue an IRS Form 1099 to Contractor. All tax exemption determinations are up to Contractor and Contractor's tax preparer. 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.
- F. Reliance on Contractor's Representations.** Contractor acknowledges that ABLED has executed 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. Scope of Residential Services.** Contractor shall throughout the term of this Contract provide services and documentation in accordance with the provisions outlined herein, the Participant's ISP, all applicable laws, 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 Shared Living Manual** and all other relevant Policies and Procedures.
- B. Background Checks.** Contractor consents to Background Checks required by DHHS, ABLED's Policies and Procedures, and federal and state law for Contractor and all household members aged 13 or above.
- C. Confidentiality.** Contractor will maintain the Participant's confidentiality and comply with HIPAA in accordance with applicable Laws, Regulations, and Policies.
- D. Insurance.** The Contractor shall maintain automobile liability insurance with minimum limits of \$250,000 per person and \$500,000 per occurrence for any vehicle used to transport the Participant. Proof of insurance indicating these limits shall be provided to ABLED upon commencement of this Contract, annually, and upon request. Contractor must be covered by



a homeowner's or renter's insurance on the premises where Participant is residing with a minimum limit of \$300,000 liability coverage covering the Contactor against claims for bodily injury, death, and property damage to others.

- E. Record Maintenance.** Contractor understands that ABLED requires all documentation to be done within the prescribed timeframe outlined in ABLED's Policies and Procedures, and DHHS Regulations. Failure to complete timely documentation of services provided is a breach of contract. ABLED may decrease the compensation rate due to Contractor breach.
- F. Overpayments and Recoupments.** 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. Staffing.** Contractor will only bill for days Contractor or ABLED Approved Backup Staff are present with the Participant in accordance with current DHHS requirements. ABLED must approve and train qualified Backup Staff before they serve a Participant in Contractor's absence. *Contractor agrees to pay for any necessary training and certifications for Backup Staff.* Contractor will complete all documentation for services performed by Backup Staff. Contractor is fully responsible for all compensation of Backup Staff. ABLED has no contractual or employee/employer relationship with Contractor's Backup Staff for services on behalf of Contractor. Contractor will notify ABLED EVP Operations immediately upon learning they will be using Backup Staff. Contractor is responsible for arranging their own Backup Staff. EVP Operations will assist in emergency situations.
- H. Non-Discrimination.** 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; The Nebraska Age Discrimination in Employment Act; 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.
- I. 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.

- J. Room & Board.** Contractor is a Shared Living Provider (SLP) who by DHHS Regulation must have a valid Room & Board agreement under Nebraska Landlord Tenant Laws. Contractor cannot, under any circumstances, unlawfully evict a Participant from their home. Contractor shall 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.
- K. Accessibility.** Contractor permits 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 for the purpose of monitoring the quality of the living environment and the services provided by Contractor. Contractor further agrees to obtain, at ABLED's request, consents from all persons residing in the Contractor's home permitting such entry. ABLED and the DHHS will have access to Contractor's home and Contractor's records, at reasonable times with or without advance notice. Additionally, ABLED will conduct scheduled monthly home visits to review Participant's home.

7. ABLED's Obligations.

- A. Payment for Shared Living Services.** In consideration of the Shared Living Services provided by Contractor under the terms of this agreement, 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 DHHS makes the funds available to ABLED. ABLED will make every effort to pay as quickly as possible but payday may be delayed by DHHS, by missing or late billing documentation, or by unforeseeable circumstances.
- B. Quality Oversight Assistance.** ABLED shall provide administrative and support services to monitor the quality and effectiveness of the Shared Living 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.

- A. Contract Term.** The term of the contract shall commence on _____ ("Commencement Date"). This agreement will remain in effect until terminated by either party in accordance with the terms provided in this Contract. ***This contract is between ABLED and Contractor. The Contractor does not have a contractual relationship with the Participant, DHHS, or Participant's Guardian.***
- B. 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.

C. 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 policy, law, or regulation has lapsed or been suspended or terminated.
- 11) Contractor is placed on the APS/CPS Registry, Nebraska State Patrol Sex Offender Registry, Nebraska Medicaid Enrolled Provider Excluded List, OIG Registry, or SAM Excluded Parties Lists system.
- 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. *ABLED will deduct any costs incurred as the result of the Contract termination.*
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 executed contracts with third parties to provide services to the Participant.* 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. *Contractor agrees to forfeit any and all money due from ABLED should this provision be violated by actions including removing or causing the removing of Participant from ABLED services.*
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.
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.
16. **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 IN PARAGRAPH 8 ABOVE.

Contractor Signature

Contractor Printed Name

Date

ABLED Signature

ABLED Printed Name

Date