

STATE OF NEBRASKA SERVICE CONTRACT AWARD

| | |
|--|------------------------------|
| PAGE 1 of 2 | ORDER DATE 02/27/24 |
| BUSINESS UNIT 46020216 | BUYER DIANE POPPERT (DCS) |
| VENDOR NUMBER: 2373439 | |
| VENDOR ADDRESS: CELL STAFF LLC 1715 N WEST SHORE BLVD STE 410 TAMPA FL 33607-3902 | |

CONTRACT NUMBER
107550 04

Buyer: Diane Poppert
Phone: 402-479-5980
Fax: 402-479-5663
Email: diane.poppert@nebraska.gov

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 23, 2024 THROUGH FEBRUARY 22, 2025

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 118317 Z6

Contract to supply and deliver Temporary Staffing/Recruitment Services – Behavioral Health Services for the contract period of February 23, 2024 through February 22, 2025. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska Department of Correctional Services.

Vendor Contact: David Coats
Phone: (813) 692-6228
Email: dcoats@cellstaff.com

Invoices to: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

E-mail to: DCS.AccountsPayable@nebraska.gov
Accounts Payable Contact (402) 479-5715

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|------|-------------------------------------|--------------------|-----------------|------------|----------------|
| 1 | LMHP INITIAL TERM | 100.0000 | HR | 83.0000 | 8,300.00 |
| 2 | LMHP OT/HOL INITIAL TERM | 10.0000 | HR | 124.5000 | 1,245.00 |
| 3 | PSYCHIATRIST INITIAL TERM | 250.0000 | HR | 248.0000 | 62,000.00 |
| 4 | PSYCHIATRIST OT/HOL INITIAL TERM | 10.0000 | HR | 373.5000 | 3,735.00 |
| 5 | PSCYHOLOGIIST INITIAL TERM | 500.0000 | HR | 126.0000 | 63,000.00 |

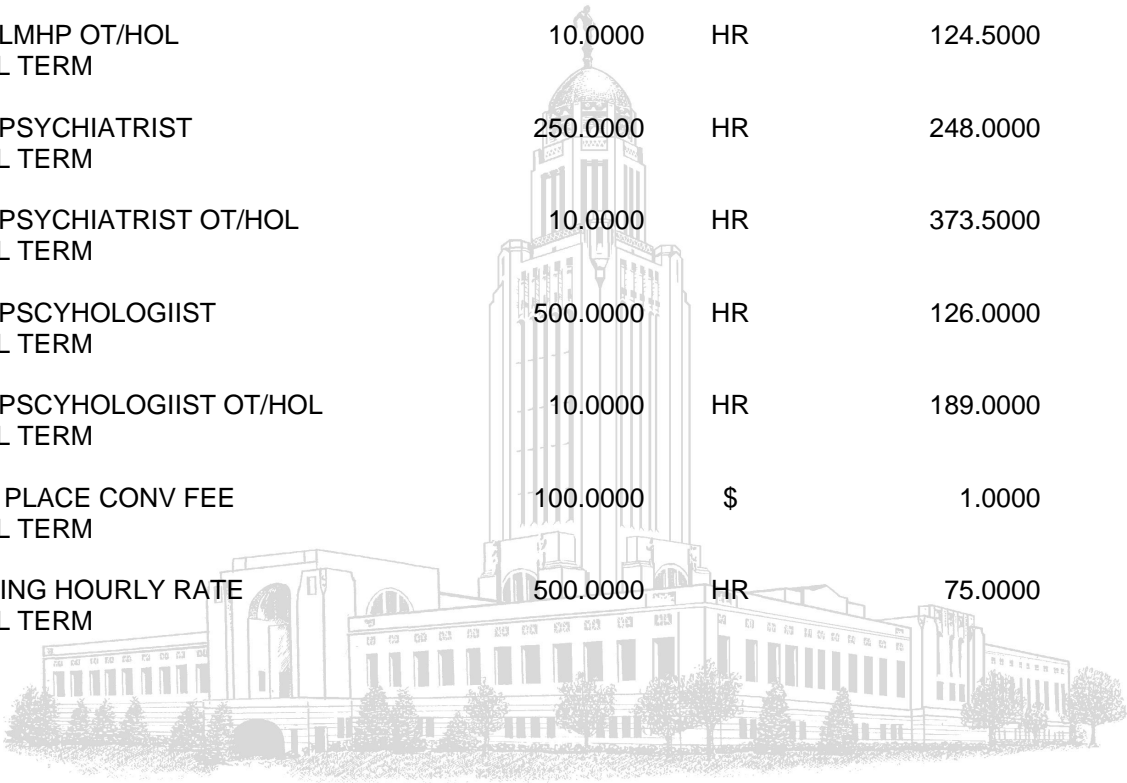
| | |
|--|-----------|
| DocuSigned by: DIANE POPPERT | 2/28/2024 |
| DocuSigned by: Kate Severin | 2/28/2024 |
| 1445D3D15501428 AGENCY SIGNATURE | |

STATE OF NEBRASKA SERVICE CONTRACT AWARD

| | |
|---------------------------|------------------------------|
| PAGE 2 of 2 | ORDER DATE 02/27/24 |
| BUSINESS UNIT 46020216 | BUYER DIANE POPPERT (DCS) |
| VENDOR NUMBER: 2373439 | |

CONTRACT NUMBER
107550 O4

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|------|---|--------------------|-----------------|------------|----------------|
| 6 | PSCYHOLOGIIST OT/HOL INITIAL TERM | 10.0000 | HR | 189.0000 | 1,890.00 |
| 7 | TRAV LMHP INITIAL TERM | 100.0000 | HR | 83.0000 | 8,300.00 |
| 8 | TRAV LMHP OT/HOL INITIAL TERM | 10.0000 | HR | 124.5000 | 1,245.00 |
| 9 | TRAV PSYCHIATRIST INITIAL TERM | 250.0000 | HR | 248.0000 | 62,000.00 |
| 10 | TRAV PSYCHIATRIST OT/HOL INITIAL TERM | 10.0000 | HR | 373.5000 | 3,735.00 |
| 11 | TRAV PSCYHOLOGIIST INITIAL TERM | 500.0000 | HR | 126.0000 | 63,000.00 |
| 12 | TRAV PSCYHOLOGIIST OT/HOL INITIAL TERM | 10.0000 | HR | 189.0000 | 1,890.00 |
| 13 | PERM PLACE CONV FEE INITIAL TERM | 100.0000 | \$ | 1.0000 | 100.00 |
| 14 | TRAINING HOURLY RATE INITIAL TERM | 500.0000 | HR | 75.0000 | 37,500.00 |



DS
DP
INITIALS

Certificate Of Completion

| | |
|---|---------------------------|
| Envelope Id: 9EEE129CDB404955B58FC3951636318A | Status: Completed |
| Subject: Complete with DocuSign: 107550 O4.pdf | |
| Source Envelope: | |
| Document Pages: 2 | Signatures: 2 |
| Certificate Pages: 3 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Ruby Edwards |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 11493 Sunset Hills Rd |
| | Reston, VA 20190 |
| | ruby.edwards@nebraska.gov |
| | IP Address: 164.119.5.179 |

Record Tracking

| | | |
|----------------------|---------------------------|--------------------|
| Status: Original | Holder: Ruby Edwards | Location: DocuSign |
| 2/28/2024 1:12:56 PM | ruby.edwards@nebraska.gov | |

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| | | |
|--|---|------------------------------|
| DIANE POPPERT | <div>DocuSigned by: DIANE POPPERT C5F8B3C7465A44B...</div> | Sent: 2/28/2024 1:14:57 PM |
| diane.poppert@nebraska.gov | | Viewed: 2/28/2024 1:21:16 PM |
| Procurement Contracts Officer | | Signed: 2/28/2024 1:21:28 PM |
| Nebraska Department of Correctional Services | Signature Adoption: Pre-selected Style | |
| Security Level: Email, Account Authentication (None) | Using IP Address: 164.119.5.179 | |

Electronic Record and Signature Disclosure:
Accepted: 9/30/2020 2:25:28 PM
ID: 51b8c175-cc68-4403-b1e9-5a34f749d926
Company Name: Nebraska Department of Correctional Services

| | | |
|--|--|------------------------------|
| Kate Severin | <div>DocuSigned by: Kate Severin 1445D3D15501428...</div> | Sent: 2/28/2024 1:21:29 PM |
| kate.severin@nebraska.gov | | Viewed: 2/28/2024 2:39:16 PM |
| DCS MATERIEL ADMINISTRATOR | | Signed: 2/28/2024 2:39:28 PM |
| Nebraska Department of Correctional Services | Signature Adoption: Pre-selected Style | |
| Security Level: Email, Account Authentication (None) | Using IP Address: 164.119.5.179 | |

Electronic Record and Signature Disclosure:
Accepted: 3/20/2023 3:21:22 PM
ID: 96c4fb48-cee1-4b47-a68e-80f59390460d
Company Name: Nebraska Department of Correctional Services

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 2/28/2024 1:14:57 PM |
| Certified Delivered | Security Checked | 2/28/2024 2:39:16 PM |
| Signing Complete | Security Checked | 2/28/2024 2:39:28 PM |
| Completed | Security Checked | 2/28/2024 2:39:28 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

By checking the "I agree to use electronic records and signatures" box, I acknowledge that I understand and agree that:

1. **Electronic Signature.** My use of this electronic signature process indicates by intent to sign the record and my agreement to the terms and conditions contained therein.
2. **Use of Electronic Signature is Not Required.** I understand that I may refuse to sign any record by electronic means. If I choose to exercise this right, I will contact the sender to arrange for the use of a paper-based signature process.
3. **Acknowledging Access and the Ability to Store or Print the Record.** I confirm that I am able to access the record electronically, and I am able to store or print the record. If for some reason I am unable to store or print the record, I will contact the sender to arrange for the use a paper-based signature process.
4. **Copy of the Record.** I may request a copy of the record by contacting the sender.
5. **Uniform Electronic Transactions Act.** This transaction is conducted in accordance with the requirements of the Uniform Electronic Transactions Act (Neb. Rev. Stat. §§ 86-612 to 86-643).

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SERVICE CONTRACT

SERVICE CONTRACT TERMS AND CONDITIONS

The State of Nebraska (STATE), Department of Correctional Services (NDCS, AGENCY or STATE), is issuing this **Service Contract** to **Cell Staff LLC** (CONTRACTOR) for the provision of **Temporary Staffing/Recruitment Services – Behavioral Health Services**.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Contractor.

The Contract includes the option to renew for one (1) additional one (1)-year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

(IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. This contract will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.)

Any entity awarded a contract agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract and other documents.

The contract shall consist of the fully executed Service Contract Terms and Conditions, the Contract Addendum for Scope of Work and Deliverables, as described in II. A. General.

I. PRICES, FUNDING, PAYMENT and INSURANCE**A. PRICES**

Prices shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the contract. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions listed in Section II and IV (F) shall remain fixed and valid for the initial period of the contract period. Pricing for subsequent renewal period shall be provided to NDCS at least sixty (60) days in advance of renewal period, with sufficient supporting documentation to support an increase, if requested. Suitable documentation may include, but is not limited to, Producer Price Index reports for Nebraska and/or areas that include Nebraska for the Temporary Staffing Services for the Behavioral Health positions specified and invoices supporting increased costs.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract. Decreases such as a lessor hourly rate than the stated contract pricing that may be determined by but not limited to factors, i.e. credentials/experiences according to the individual Contractor personnel assignment to the position(s).

B. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

C. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability.

Any property tax payable on the CONTRACTOR'S equipment which may be installed in a state-owned facility is the responsibility of the CONTRACTOR.

D. INVOICES

Invoices for payments must be submitted by CONTRACTOR to the Nebraska Department of Correctional Services (NDCS) with sufficient detail to support payment.

Invoices To: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

Accounts Payable Contact: (402) 479-5715
Invoices may be emailed to: DCS.AccountsPayable@nebraska.gov
DCS.COHS263Processing@nebraska.gov

The terms and conditions included in the CONTRACTOR'S invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

E. PAYMENT and LATE PAYMENT (Statutory)

State will render payment to CONTRACTOR when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the CONTRACTOR as solely determined by the State. The State may require the CONTRACTOR to accept payment by electronic means such as Automated Clearing House (ACH) deposit. In no event shall the State be responsible or liable to pay for any services provided by the CONTRACTOR prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

The CONTRACTOR may charge NDCS (or the responsible agency, if other than NDCS) interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

Pursuant to this act, NDCS is required to submit payment to CONTRACTOR no later than 45 days after service is rendered or receipt of invoice.

F. RIGHT TO AUDIT (First Paragraph is Statutory) The State's right to audit is based on §84-305

The State's right to audit is based on §84-305 and the constitutional office of the State Auditor. Upon the commencement of an audit initiated by the State Auditor, or if the Agency has need to ensure the performance of a specific Contractor, the STATE has the right to:

1. Audit the CONTRACTOR'S performance of this contract upon a 30 days' written notice.
2. CONTRACTOR shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract.
3. The State may audit and the CONTRACTOR shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later.
4. The CONTRACTOR shall make the Information available to the State at CONTRACTOR'S place of business or a location acceptable to both Parties during normal business hours.
5. If this is not practical or the CONTRACTOR so elects, the CONTRACTOR may provide electronic or paper copies of the Information.
6. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the CONTRACTOR be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will CONTRACTOR be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to CONTRACTOR.
7. The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the CONTRACTOR, the CONTRACTOR shall reimburse the State for the total costs of the audit.
8. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The CONTRACTOR agrees to correct any material weaknesses or condition found as a result of the audit.

G. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract. Contractor shall be required to provide an extended discovery or reporting period coverage for two (2) years duration following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.**

The Commercial Automobile Liability Insurance coverage shall be waived due to lack of Contractor's ownership of automobiles and in the event the Contractor should acquire any ownership of any automobiles, shall seek to add coverage and be written to cover all Owned, Non-owned, and Hired vehicles.

| GENERAL LIABILITY | |
|---|---|
| General Aggregate | \$2,000,000 |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Medical Payments | \$10,000 any one person / \$25,000 medical aggregate |
| Contractual | Included |
| Independent Contractors | Included |
| Abuse & Molestation | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | |
| AUTOMOBILE LIABILITY | |
| The Contractor will maintain all applicable statutory coverage required in the State of Nebraska and will provide proof of such upon written request. | |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$5,000,000 per occurrence |
| PROFESSIONAL LIABILITY | |
| Professional liability (Medical Malpractice) | Limits consistent with Nebraska Medical Malpractice Cap |
| Qualification Under Nebraska Excess Fund | |
| All Other Professional Liability (Errors & Omissions) | \$1,000,000 Per Claim / Aggregate |

3. **EVIDENCE OF COVERAGE**

The CONTRACTOR shall furnish the NDCS Contract Manager with a certificate of insurance coverage complying with the above requirements prior to beginning work. Certificate of insurance coverage is sent to the NDCS Procurement Contact and/or to dcs.purchasing@nebraska.gov.

These certificates or the cover sheet shall reference the Contract number. The certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted dcs.purchasing@nebraska.gov when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

II. TERMS AND CONDITIONS

By signing the contract, CONTRACTOR is agreeing to be legally bound by all the terms and conditions.

A. GENERAL

The contract shall incorporate the following documents:

1. The executed Contract and Addendum to Contract, if applicable; and,
2. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with (a) receiving preference over all other documents and with each subsequent lettered document having preference over any later subsequent lettered: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) executed Contract and any attached Addenda.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://sos.nebraska.gov/sites/sos.nebraska.gov/files/doc/attestation_form.pdf. This must be accomplished prior to execution of the contract.

C. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the contract. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

E. ETHICS IN PUBLIC CONTRACTING

NDCS reserves the right to withdraw an award, or terminate a contract if an ethical violation has been committed, which includes, but not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the contracting process.

2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the contracting process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
4. Submitting a proposal on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The CONTRACTOR shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

CONTRACTOR shall have an affirmative duty to report any violations of this clause by the CONTRACTOR throughout the term of the contract for the Contractor and their subcontractors.

F. BEGINNING OF WORK & SUSPENSION OF SERVICES

CONTRACTOR shall not commence any billable work until a valid contract has been fully executed by both Parties to the contract.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

G. AMENDMENT

This Contract may be amended, within scope, only upon written agreement of both parties.

H. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon written agreement, may make changes to the contract within the general scope of the contract. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture or breach of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor shall not substitute any item that has been awarded without prior written approval of NDCS*****

I. RECORD OF CONTRACTOR PERFORMANCE

The State may document the contractor's performance, which may include, but is not limited to, the customer service provided by the contractor, the ability of the contractor, the skill of the contractor, and any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, or the contract. In addition to other remedies and options available to the State, the State may issue one or

more notices to the contractor outlining any issues the State has regarding the contractor's performance for a specific contract ("Contractor Performance Notice"). The State may also document the Contractor's performance in a report, which may or may not be provided to the contractor ("Contractor Improvement Request"). The Contractor shall respond to any Contractor Performance Notice or Contractor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Contractor Performance Notices and Contractor Improvement Requests may be placed in the State's records regarding the contractor and may be considered by the State and held against the contractor in any future contract or award opportunity.

J. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

If CONTRACTOR breaches the contract or anticipates breaching the contract, the CONTRACTOR shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

L. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the CONTRACTOR, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the CONTRACTOR shall retain all available statutory remedies and protections.

M. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

N. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

O. INDEMNIFICATION

1. GENERAL

The CONTRACTOR agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the CONTRACTOR, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract,

except to the extent such CONTRACTOR liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

P. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

Q. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

R. EARLY TERMINATION

The Contract may be terminated as follows:

1. The State and the CONTRACTOR, by mutual written agreement, may terminate the contract, in whole or in part at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part for any reason upon thirty (30) calendar day's written notice to the CONTRACTOR. Such termination shall not relieve the CONTRACTOR of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. CONTRACTOR has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the CONTRACTOR or of any substantial part of the CONTRACTOR'S assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its CONTRACTOR, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the CONTRACTOR under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the CONTRACTOR has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the CONTRACTOR has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the CONTRACTOR under any of the chapters of Title 11 of the United States Code,
 - g. CONTRACTOR intentionally discloses confidential information,

- h. CONTRACTOR has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

S. TELEHEALTH/TELEPSYCHIATRY

1. "TeleHealth" or "Telepsychiatry" for the purpose of this contract is defined as the use of two-way, real-time, interactive audio and video equipment to provide clinical psychiatric care at a distance. Such services do not include telephone conversation, electronic mail message or facsimile transmission between a program and a recipient or a consultation between two professional or clinical staff. Telepsychiatry services shall be utilized for the delivery of assessment and treatment services provided by physicians or psychiatric nurse practitioners (NP) from a site distant from the location of a recipient, where the recipient is physically located at an NDCS Facility Location. Telepsychiatry is not a service, rather it is only a means for delivering psychiatric services.
2. Delivery of services may be changed to a Telehealth platform upon mutual agreement. Telehealth/Telepsychiatry services may be utilized instead of or in conjunction with on-site services. Inaugurating such services may be requested by NDCS; the length of time that teleservices are to be provided shall be determined by mutual agreement within the period of the contract.
3. Contractor will be available for emergency consultations, or the program shall have alternate practitioners available to assist in a clinical emergency.
4. If Contractor provides services from a base outside Nebraska, Contractor shall provide documentation showing appropriate licensure to practice within Nebraska.
5. Contractor must use a HIPAA compliant teleconferencing communication system. The live interactive videoconferencing for clinical applications must utilize a HIPAA Compliant secure connection. Contractor shall provide NDCS signed documentation that their teleconferencing system is HIPAA compliant.
6. Contractor shall have the capacity for alternate communications in the event the video transmission fails.
7. If the Contractor needs any incarcerated individual/patient prior histories and/or medical charts, Contractor shall make that request to NDCS. NDCS shall review and approve all such requests prior to providing patient information.
8. The terms and conditions of this contract supersede any Business Associate Agreement(s) (BSA) required by the Contractor.
9. A VPN connection may be provided to the contractor by NDCS/OCIO to allow Contractor to chart all offender visits in the incarcerated individual/patient's medical/health services records electronically in the offender management system called NiCaMs.
10. work email address may be requested/assigned to the Contractor to facilitate secure communications. Upon contract termination, the email address will be deactivated.
11. Any electronic prescribing (ePrescribing) may be accomplished with the NDCS Pharmacy Administration Software ordering system; currently the NDCS contracted entity is Advanced Technology Group (ATG).
12. NDCS shall provide adequate technology hardware/software at the facility to allow teleconferencing with the incarcerated individual/patient. The Contractor shall provide and use their own hardware equipment to facilitate the Telepsychiatry services off-site.
13. Such services shall be provided at no additional cost to NDCS.
14. Training on-site at NDCS STA facility for Contractor's personnel is not required if Telehealth/TelePsych remote contact is utilized exclusively through this contract.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the CONTRACTOR is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The CONTRACTOR is solely responsible for fulfilling the contract. The CONTRACTOR or the CONTRACTOR'S representative shall be the sole point of contact regarding all contractual matters.

B. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The CONTRACTOR shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The CONTRACTOR must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

C. PERSONAL HEALTH INFORMATION (PHI) CONTRACTOR agrees to:

1. To use and disclose PHI only as permitted or required by this Contract or as required by law.
2. Use reasonable safeguards to prevent use or disclosure of PHI not otherwise provided for by this Contract.
3. Immediately report to AGENCY any unauthorized use or disclosure of PHI not otherwise provided for by this Agreement once CONTRACTOR becomes aware of such unauthorized use or disclosure, including any remedial action taken or proposed to be taken by CONTRACTOR with respect to such unauthorized use or disclosure. CONTRACTOR shall cooperate with NDCS to mitigate any harmful effects of such unauthorized use or disclosure.
4. To require any subcontractors and agents, to whom CONTRACTOR provides PHI obtained under this Agreement, to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply to CONTRACTOR. Such agreement shall include a provision requiring the subcontractor and/or agent to notify CONTRACTOR of any instances of unauthorized use or disclosure of PHI provided by CONTRACTOR/PROVIDER.
5. To disclose to CONTRACTOR's subcontractors, agents or other third parties only the minimum necessary PHI necessary to perform or fulfill their obligations under this Contract.
6. Comply with patient rights conferred by HIPAA, to include, allowing patient's access to their own PHI, making PHI available for amendment and incorporating any amendments to the PHI in accordance with HIPAA and accounting for disclosures of PHI as required under HIPAA.
7. Make CONTRACTOR's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by CONTRACTOR on behalf of NDCS available to the Secretary of the Department of Health and Human Services (DHHS) for purposes of determining CONTRACTOR's compliance with HIPAA. CONTRACTOR shall immediately notify NDCS upon receipt by CONTRACTOR of any such request, and shall provide NDCS with copies of any such materials.
8. At termination of this Contract, return to NDCS or destroy all PHI received from or created or received by CONTRACTOR on behalf of NDCS which CONTRACTOR or its subcontractor/agent still maintains in any form and retain no copies of such PHI. If CONTRACTOR is unable to return or destroy such PHI, the terms of this section shall apply to such PHI for as long as CONTRACTOR or his subcontractor/agent has possession or access to PHI.
9. Notwithstanding any other provision of this Contract and in addition to any other remedies NDCS may have, NDCS may immediately terminate this Contract without penalty if it determines, in its sole discretion that CONTRACTOR or its subcontractors or agents have violated a material term of this section. The parties agree to amend this Contract as necessary to comply with HIPAA and any regulations that may be promulgated thereunder. The parties further agree to execute such other agreements as may be required by law. The parties' obligations and rights under this section shall survive termination of this Contract.

D. STATE PROPERTY

The CONTRACTOR shall be responsible for the proper care and custody of any State-owned property which is furnished for the CONTRACTOR'S use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

E. SITE RULES AND REGULATIONS

The CONTRACTOR shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the CONTRACTOR must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by

the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the CONTRACTOR.

I. NDCS SECURITY

This section applies to all contractors, their employees, and subcontractors and it is the responsibility of the contractor to inform them of these provisions.

1. CONTRACTOR shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site and will carry NDCS active photo identification with them at all times while on facility grounds. The background check may be required to be re-submitted after two (2) years of initial issuance and/or upon NDCS request.
2. CONTRACTOR shall be subject to the provisions of Neb. Rev. Stat. § 28-322.01, which states that a person commits the offense of sexual abuse of an incarcerated individual or parolee if such person subjects an incarcerated individual or parolee to sexual penetration or sexual contact, because an incarcerated individual or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' incarcerated individuals. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.
3. CONTRACTOR shall be subject to the Nebraska Department of Correctional Services, Policy 112.31: Code of Ethics and Conduct. CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct). CONTRACTOR acknowledges that all information contained within NDCS Policy 112.31 and associated attachments is confidential information and will not share, disseminate, or otherwise make known any information contained within NDCS Policy 112.31 and associated attachments with any other party including any member of the NDCS incarcerated individual population for any reason without written authorization from NDCS.
4. CONTRACTOR shall be subject to the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.
5. CONTRACTOR may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. CONTRACTOR may be requested to obtain NDCS trainings for the purpose of safety and security.
7. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an incarcerated individual of any facility, per NDCS Policy 104.05.
8. CONTRACTOR will coordinate with NDCS to schedule incarcerated individuals medical travel requests in groups to reduce the number of travel requests and for safety and security purposes.
9. If incarcerated individual(s) are to be transported to the CONTRACTOR'S place of business; NDCS Staff will transport/escort the incarcerated individual(s) to and from the CONTRACTOR'S place of business for the purpose of providing the required services.
10. Appointments, schedules, date(s) will not be communicated directly to the incarcerated individual(s) for security purposes. Date and times of appointments are restricted to NDCS Health Services and CONTRACTOR, and will not be shared with any others, including incarcerated individual(s). Any follow-up appointments will be made with NDCS Health Services prior to the incarcerated individual(s) leaving the CONTRACTOR'S place of business.

J. ONSITE PROGRAM/SERVICE LOCATION

Contractors (including contractor's employees and subcontractors) are expected to comply with all NDCS rules and regulations, policies, and procedures.

1. If CONTRACTOR entry is permitted into any NDCS facility; CONTRACTOR will be required to provide (and have on their person at all times) photo identification, will be required to sign in, be subject to a pat search, and any equipment may be searched/inspected/inventoried. CONTRACTOR may then be escorted by NDCS staff to a designated secure location within NDCS facilities. CONTRACTOR may be accompanied by an NDCS staff member while in the facilities. When CONTRACTOR duties are complete, CONTRACTOR will be escorted from the secure location within the facility to the main entrance to sign out and have equipment searched/inspected/inventoried.
2. In the event of an NDCS facility security incident there may be delays and/or additional security measures for entry and/or exiting of facilities. NDCS will communicate with CONTRACTOR regarding any unforeseen schedule adjustments as conditions allow.
3. Contractor shall not introduce contraband into any facility within NDCS or provide contraband to any NDCS incarcerated individual.
4. Contractor shall not accept or issue any bribe, gift, loan, or gratuity from or to an incarcerated individual.
5. Contractor shall not engage in trading or trafficking with incarcerated individuals, including selling, buying from or delivering to any incarcerated individual any article or commodity of any description, unless authorized by the Warden.
6. Contractor shall not provide articles of any kind for delivery to incarcerated individuals or take an article of any kind for an incarcerated individual, unless authorized to do so by the Warden.
7. Contractor shall not give or send money to an incarcerated individual for any reason. Contractors with an immediate family member who is incarcerated within NDCS may receive special approval from the Warden for an exception.
8. Contractor shall not be on the visiting list of any incarcerated individual without written permission from the Warden
9. Contractor shall not have telephone communication or written correspondence with incarcerated individuals at NDCS facilities.
10. Contractor shall not act or speak in such a way as to put at risk the safety, security or good order of the facility or program.
11. Contractor shall not be permitted to perform their duties, enter departmental facilities or offices, or facilitate services to NDCS incarcerated individuals while under the influence of alcohol, illegal drugs, and/or controlled substances.
12. NDCS may provide incarcerated individual/patient chart(s) to the CONTRACTOR to document work/services provided. Charting shall be done whenever possible and returned to the facility medical personnel upon completion of service and/or as requested by NDCS. Charting to following the Subjective, Objective, Assessment and Plan (S.O.A.P.) documentation format when seeing dental patients. See Medical Protocol 14 Medical/Mental Health Record Documentation from Policy 115.03. (See Attachment C). If provider utilizes an electronic charting system, CONTRACTOR may provide the printed version of their electronic documentation to the NDCS facility.
13. Periodically, NDCS will have its Medical Charts reviewed under a Peer Review process. This is a part of the process to maintain accreditation with the American Correctional Association (ACA), a national organization.
14. NDCS Health Services Medical dress code and Grooming Standards expectations for Providers is business casual or scrubs.

K. ADVERTISING

The CONTRACTOR agrees not to refer to the contract award in advertising or within his/her social media accounts in such a manner as to state or imply that the company or its services are endorsed or preferred by

NDCS. Any publicity releases pertaining to the project shall not be issued without prior written approval from NDCS.

L. DRUG POLICY

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

M. CERTIFICATES and COMPLIANCE

Contractor commits to maintaining all required insurance and up-to-date licensure and will provide proof of such upon written request by NDCS.

The CONTRACTOR shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment.

IV. SCOPE OF WORK

The State of Nebraska Department of Correctional Services provides medical care for over 5,400 incarcerated individuals statewide, residing in nine (9) facilities. NDCS also houses incarcerated individuals from other states on an Interstate Transfer compact agreement, these offenders are known as *Interstate Transfers*. NDCS also houses other offenders from some of the ninety-three (93) counties within the State of Nebraska, these are known as *County Safe-Keepers*.

The State of Nebraska is self-insured, and the corrections population is in the States' custody. The NDCS Agency is required to provide a community standard of care for its clientele. At times NDCS needs access to Temporary Staffing/Recruitment Services – Behavioral Health Services based on the needs of the population and NDCS personnel staffing considerations. When NDCS has a need for these services, it is immediate and critical to have a contracted provider in place to provide in the correctional setting.

A. SCOPE OF WORK

1. Contractor must provide temporary staff members to fill the positions listed below in Section IV.C. for NDCS.
 - a. Contractor will provide NDCS with names of Candidates interested in assignments and provide all pertinent information requested for an interview. NDCS reserves the right to conduct a telephone/video interview with any CELLSTAFF candidate prior to accepting/approving an assignment.
 - b. The Contractor must maintain continuity of staff, subject to availability.
 - c. Contractor's personnel must have the necessary education, training, certification, registration and/or licensure for each position to be filled. Any documentation (licenses, certificates, etc.) necessary to demonstrate fitness for position(s) being filled must be made available to NDCS upon request.
 - d. For those positions listed in Section IV.C., for which a license or credential is necessary, any duty assigned to such temporary staff member must fall within the scope of practice of such occupation.
2. NDCS may direct Contractor to replace or substitute, for any reason, any temporary staff member assigned to any agency facility or location. Contractor must substitute or replace any temporary staff member assigned to any agency facility or location at the direction of the agency no later than one (1) business day after receiving such direction. If no substitute or replacement is available, Contractor must notify the agency within one (1) business day.
3. The requesting agency agrees to inform the Contractor of any disciplinary or performance problems with temporary staff and will provide copies of documentation of such situations available to the Contractor.
4. The times and locations of all temporary staff provided by the Contractor must be documented on the time sheet. The procedures for completing the time sheet may vary between facilities. Temporary staff will be trained on these procedures.
5. Any temporary staff member assigned by the Contractor shall adhere to his/her scheduled hours as established at each of the requesting agencies facilities. The scheduled hours in a week is not subject to minimum's hours required that may have been included on Contractor's internal documents regarding Candidates.
 - a. In order to account for the number of hours worked on any day, the temporary staff member must sign in at the beginning of each workday and to sign out at the end of each workday on all timesheets.
 - b. The temporary staff member must leave a copy of each timesheet for each temporary staff member on site with the supervisor or designee.
 - c. The NDCS Facilities Director/Nurse Manager or designee will verify all time sheets as worked by the temporary staff member. The agency Facilities Director/Nurse Manager or designee will review, sign, and approve all time sheets or authorize electronically.
 - d. The State may require, for the purpose of fiscal accountability and service transparency, that temporary staff personnel complete additional documentation. Such documentation may include, but is not limited to, such items as a list of patients/inmates seen during a shift and/or a list of tasks completed during a shift.

6. If any of the requesting agencies property is broken or damaged during the normal performance of the services under this contract, the property shall be repaired or replaced at the Contractor's expense. This includes items of a personal nature, as well as state-owned property such as furniture, walls, office equipment, etc.
7. Temporary staff provided by the Contractor are subject to a security background check prior to commencing work on-site.
8. Temporary staff provided by the Contractor cannot drive state-owned or leased vehicles.
9. Staff assigned by the Contractor to the ordering agency are employees of Contractor and are not employees or agents of the agency, regardless of whether the Contractor has employment relationships or other types of relationships, such as independent contractor relationships with the Staff.
10. The agency assumes no responsibility or liability for visa, sponsorship, work status, or other items related to traveling for temporary staff assigned to the agency.
11. Contractor must provide proof of appropriate licenses and certifications, if applicable per the job descriptions listed in Section IV.B. for individuals serving as temporary professional staff within the requesting agencies facilities prior to the start of the individual's assignment.
12. Temporary staff provided by the Contractor for the requested position assignment shall be billed for that corresponding rate. If in the event that same assigned person is qualified to perform requested duties of a position of a lesser qualification/certification/license the contractor shall bill for original requested position assignment billing rate. The temporary staff cannot be billed at a higher rate than what they were requested for assignment based solely on their higher qualification/certification/licensing.
13. Contractor shall have all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required.
14. Contractor shall notify the agency within twenty-four (24) hours, in writing, if any adverse action is taken against the license of any temporary staff provided by the Contractor.

B. CLASSIFICATION/JOB/POSITION DESCRIPTIONS

1. LICENSED MENTAL HEALTH PRACTITIONER II

- a. **DESCRIPTION**
Under limited supervision, independently provides mental health services/therapy, within the scope of practice, for individuals, families, and/or groups, under the care/custody of the state and/or living in state-owned and operated facilities/institutions, consistent with the goals established by the interdisciplinary treatment team; performs related work as assigned.
- b. **EXAMPLES OF WORK**
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
 - i. Conducts reviews of psychosocial/cultural status and needs of individuals and families served using information from psychological evaluations, social work assessments, individual history, direct clinical observations and other sources to develop treatment plans and recommend treatment plan changes.
 - ii. Counsels' individuals in the areas of education, vocation, living skills and/or interpersonal relationships in a social environment to understand, solve, prevent and/or cope with, identified needs and problems.
 - iii. Provides individual therapeutic interventions following a theory-based approach which uses counseling techniques to deal with thoughts, feelings, and behaviors in the treatment of mental or emotional disorders and maladjustment's to relieve emotional distress, attain insight into the nature of the individual's problem and/or assist the person in decision making and acquiring new behavior.
 - iv. Provides group therapeutic interventions following a theoretical pattern or modality, which utilizes group dynamics to facilitate communicating about thoughts, feelings, and behaviors in order to produce changes that help individuals with the group to relieve emotional distress, attain insight into the nature of the participant's problem and/or to improve adaptive functioning, interpersonal relationships and social functioning.

- v. Provides couples or family therapeutic interventions utilizing evidence and theory-based approaches to motivate and facilitate change in family system, structures and communication to reduce and prevent interpersonal violence and promote systemic adaptation, resiliency, hope and recovery.
- vi. Compiles progress notes and documents assessments and treatment activities to comply with governing standards. Develops treatment plans with input from interdisciplinary team.
- vii. Provides crisis intervention and conflict resolution.
- viii. Coordinates interdisciplinary team meetings and/or serves as a member to ensure completeness of individual treatment plans or other case management functions or to update treatment plans.
- ix. Confers with treatment team members and others to resolve treatment issues/conflicts interfering with client's successful completion of treatment services.
- x. Administers tests and assessment tools that are not regulated by other discipline laws to assess a person's aptitudes, attitudes, abilities, achievements, interests, and personal characteristics in order to facilitate the development of sound treatment plans.
- xi. Designs and presents in-service training in such areas as specialized therapeutic techniques or to review relevant research to meet training needs and requirements.
- xii. Trains co-workers, as directed, in specific task and job practices and procedures of a Mental Health Practitioner to improve performance levels and qualify them for licensure as a Mental Health Practitioner.

c. **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

These are needed to perform the work assigned.

- i. Knowledge of: DSM, patterns and processes of normal growth and development; mental and emotional disorders; behavior management and modification; applied behavior analysis; psycho educational training; individual, group, and family therapy techniques; system theories and bio-psychosocial intervention theories; social and cultural factors as related to mental health; program specific treatment issues; applicable agency policies and organizations; program specific philosophies, policies, and procedures.
- ii. Ability to: demonstrate the application of therapy methods and techniques; communicate in person, by telephone, as a group facilitator, and in written formats with persons served, other staff, families, and other agencies; monitor patient progress and = recommend new strategies; prepare written reports; document findings and treatment; conceptualize, integrate and express interdisciplinary input; explain the significance of behavior patterns and signs to patients and other team members.

d. **MINIMUM QUALIFICATIONS**

Applicants will be screened for possession of these qualifications. Applicants who need accommodation in the selection process should request this in advance.

- i. Licensed as a Mental Health Practitioner or possesses another license that allows the incumbent to provide the above mental health services as required by NE. Rev. Statute 38-2122.
- ii. Master's Degree in Social Work, Counseling, Marriage and Family Therapy, Human Development, Psychology, Family Relations, Vocational Rehabilitation, Art Therapy, Divinity, Human Resources, Naturopathy, Mental Health or other field approved by the Nebraska Department of Health and Human Services in order to become a Licensed Mental Health Practitioner AND 3000 hours of post-degree supervised counseling experience.

2. **PSYCHIATRIST**

a. **DESCRIPTION**

Performs varying levels of medical work in supervising and treating patients or administering a program or major clinical unit at a neuro-psychiatric hospital, clinic or diagnostic and evaluation center. May instruct resident physicians in the modern principles and practices of psychiatry. Performs related work as required.

b. **EXAMPLES OF WORK**

A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.

- i. Coordinates activities and personnel in an assigned segment of a psychiatric program;
- ii. Makes ward rounds and periodic inspections to evaluate the care and treatment of patients and to discuss, observe and advise on the treatment of unusual or difficult cases;
- iii. Responsible for diagnosis of illness and the determination and administration of treatment to be used on patients;
- iv. Confers with, advises and instructs members of the medical and support staff on the care, treatment and prognosis of patients;
- v. Administers or directs the administration of treatments and advanced techniques;
- vi. Conducts psychotherapeutic interviews and individual and group therapy and evaluates the progress of treatment;
- vii. Conducts and/or participates in staff conferences for the discussion of the diagnosis, treatment, parole and discharge of patients;
- viii. Develops short and long-range program and treatment goals and objectives;
- ix. Consults with supervisors on the methods, procedures and practices to be followed in the formulation and presentation of an extensive psychiatric residency training program;
- x. May participate in a program of formal instruction in modern psychiatric principles and practices for resident physicians and supervises resident physicians in the treatment of patients; and,
- xi. May serve in a public relations function and as a child psychiatry resource to other mental health institutions.

c. **MINIMUM QUALIFICATIONS**

M.D. degree, completion of one year internship in an approved hospital; and license to practice medicine in Nebraska plus three years' experience as a psychiatric resident in a psychiatric institution or clinic approved for three years' residency training in psychiatry by the Council on Medical Education and Hospitals of the American Medical Association, plus accepted application for certification and successful completion of part one of the certification exam.

3. **PSYCHOLOGIST/LICENSED (CLINICAL)**

a. **DESCRIPTION**

This is advanced professional psychological service work supporting a psychiatrist's clinical duties. Incumbents function as a recognized Mental Health Professional and may supervise psychologists who are not clinically certified. Performs related work as required.

b. **EXAMPLES OF WORK**

A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.

- i. Testifies at Mental Health Commitment Board Hearings and renders judgment as to the patient's mentally ill dangerousness.
- ii. Provides information to law enforcement as well as legal system officials.
- iii. May perform psychological evaluations of patients in emergency protective custody.
- iv. May serve as a forensic consultant in assessing emergency hold patients.
- v. Conducts comprehensive psychological evaluations of patients incorporating intellectual neuropsychological and personality components directed towards determination of diagnosis with appropriate course of treatment without clinical supervision.
- vi. May assist the Psychology Director/Clinical Psychology Director or Psychiatrist in supervision of other psychologists, as well as other professional and paraprofessional treatment staff.
- vii. Provides psychological services to patients including observation, psychological evaluations, a review of psychological testing results, psychotherapy and treatment plan management.
- viii. Serves as a consultant to other staff in developing effective psychological treatment programs.
- ix. Serves as case manager for treatment of patients including a review of progress, revision, and coordination of treatment.
- x. Provides training to other staff psychologists in the psychological management of patients.
- xi. Assists in the establishment of psychological services for various psychiatric populations on an as needed basis.

c. **MINIMUM QUALIFICATIONS**

Doctorate in Psychology with clinical certification by the Nebraska Department of Health and Human Services.

C. QUALIFIED PERSONNEL

1. Qualified Staff must be able to speak, write, and read the English language sufficiently to communicate medical information with inmate/patients and NDCS staff and to complete required documentation for patient care.
2. Contractor agrees to provide NDCS competent personnel ("Qualified Staff") as requested by NDCS to meet NDCS' supplemental staffing needs. Qualified Staff shall also possess a valid, original license or certificate to practice their profession in the State of Nebraska or a designated compact state as well as any other professional certifications required for the practice of their specialty.
3. Qualified Staff performing services under this agreement is professionally trained and experienced and meets the Joint Commission standards. Qualified Staff shall have no current, past or pending completed disciplinary action or restrictions against their license. Contractor shall be responsible for collecting and maintaining information regarding the Staff's licensure, certifications, education, professional skills, communication skills, previous work experience, past employment, and legal status to work in the United States (including completion of an I-9).
4. Contractor shall notify NDCS within twenty-four (24) hours, in writing, if any adverse or disciplinary action taken against the license/certification of any temporary staff provided by the Contractor. Contractor also shall notify NDCS of any changes of licensing / certification status as soon as reasonably possible.
5. Contractor shall verify the Staff's licensure, certification, education, and references, assure that they are competent, and possess the skills and experience they have claimed. Contractor will take all actions necessary to maintain such training and experience and competencies of Contractor's Staff.
6. Contractor shall provide each Staff member with a photo identification badge that will be presented to NDCS to verify the Staff member's identity when they report to work. Contractor shall provide NDCS with written verification that Staff is in good standing with the appropriate certification/licensing authority, or other regulatory body as applicable, and has successfully secured a criminal record clearance. Contractor shall provide NDCS with the Staff member's professional license and registration number and date of expiration.
7. Qualified Staff must be mentally and physically capable of performing the duties that will be assigned to them by NDCS. Staff must be free from any symptoms of infectious disease, and be free of any impairment from drugs, alcohol, or other substances or condition. Staff with known infectious disease (whether or not symptomatic) shall not be sent by Contractor to positions expected to involve performance of exposure prone procedures.
8. Contractor agrees to perform appropriate health screening to assure that the Staff it assigns to NDCS meet the physical and mental requirements. Contractor shall provide to NDCS a statement confirming that each Staff person assigned to work at NDCS has had a health examination within 90 days prior to employment with NDCS or seven days after employment with NDCS, and at least annually thereafter by a person lawfully authorized to perform that procedure and that each such examination included a medical history, physical evaluation and drug testing. Contractor shall also provide NDCS with verification that each Staff member assigned to work at NDCS has had tuberculosis screening within 90 days prior to employment and annually thereafter. Contractor also agrees it will maintain current (within the past 12 months) health history records for each Staff member it assigns to NDCS, including records of current immunization (to include but not limited to: MMR, Hepatitis B, Tdap, Varicella, Flu (seasonal), and Initial TB test and yearly) and tuberculosis testing (including a PPD and/or QuantiFERON-TB Gold (QFT) within the past 12 months).
9. Upon demand Contractor will provide NDCS with information from the Contractor's Staff health files so that NDCS can confirm that Contractor is appropriately screening employee health and maintaining adequate records of the health status, and also to allow an investigation if any health problems arise in connection with the assignment of a Staff member to NDCS. Contractor shall assure that it has obtained all authorizations and consent from the Staff that are necessary to permit NDCS to review their personnel and health files. Information regarding physical limitations or impairments or other medical information shall be collected and maintained in accordance with

all applicable laws including, but not limited to, the Rehabilitation Act of 1974 and the Americans with Disabilities Act of 1991.

10. All Pre-Assignment Screening Information shall be made immediately available to NDCS by Contractor upon request. NDCS shall have the right to demand proof from Contractor that any individual Contractor assigned to NDCS meet the standards for "Qualified Staff." NDCS has the right, in its sole discretion, to reject the assignment of any individual whom it deems not to satisfy or meet the standards for Qualified Staff.
11. An individual temporary staffing assignment may be considered as an assignment between few days up to fifty-two (52) weeks to NDCS. Individual temporary staff personnel length of time duration must be less than one (1) year or twelve (12) months, regardless of temporary staffing Contractor employer.
12. Traveler designation may require separate documentation that includes, but is not limited to, begin and end dates of service, position(s), and temporary staff name may be required to verify eligible for this designation. Eligibility designation may also include but not limited to, not residing or living within one hundred (100) miles one-way of the assigned facility. Prior approval is required for this designation from NDCS prior to start of assignment and services.
13. If NDCS concludes, in its sole discretion, that Staff assigned to NDCS by Contractor are not performing their duties in a satisfactory manner or that Staff otherwise fail to satisfy the criteria for Qualified Staff, said Staff shall not be permitted to continue working at NDCS and NDCS shall be under no obligation for fees or costs to Contractor for such Staff. Under such circumstances, NDCS may immediately terminate Staff's assignment and ask Staff to leave NDCS property. NDCS shall immediately inform Contractor of any such action. NDCS shall have no obligation to pay Contractor for Staff so released and NDCS shall have no further financial obligation to Contractor with respect to Staff.
14. NDCS will notify Contractor within 24 hours of the event: any competency issues, incidents, and/or complaints related to Staff and/or Contractor.
15. NDCS will initiate communication with Contractor whenever an incident/injury report related to Staff is completed. Upon notification, Contractor shall document and track all unexpected incidents, including error, sentinel events and other events, injuries and safety hazards related to the care and services provided.
16. Contractor shall immediately investigate any complaint against Temporary Staff received by Contractor or NDCS or made by NDCS. A written report, stating the investigative findings and Contractor's action, shall be filed with NDCS within ten (10) working days of the complaint. NDCS shall have no obligation to pay Contractor for time worked by staff if such time involved misconduct by staff. For offenses resulting in a state licensing board investigation, hearing or other proceeding, all investigative hearing, and related expenses will be borne by Contractor. Such investigations shall not involve NDCS staff, employees, medical staff, volunteers, agents, etc. or records, however the State Licensing Board or regulatory body may ask for information as part of its investigation. No permission is hereby granted to Contractor for access to NDCS records.

D. NDCS ORIENTATION/TRAINING

1. NDCS shall provide written information to Contractor Staff for orientation. The information provided to Staff shall address relevant NDCS policies, dress code and methods of delivering patient care. When Staff commence work at NDCS, NDCS shall validate Staff competency for and provide on-site orientation to the assigned inmate/patient care unit, as well as provide Staff with information about the location of emergency exits, how to call an emergency, the location of the emergency carts, safety requirements and other information which NDCS requires Staff to know.
2. Contractor's employees will be initially provided with a minimum of a four (4) hour orientation regarding the performance of their assigned duties in a correctional environment. This may be increased at the direction of the supervisor on site,
 - a. Contractor personnel may undergo some NDCS specific training to utilize an NDCS Electronic Health Record, e-prescribing, and the incarcerated individual case management system known as NiCaMs as part of their Orientation.

3. NDCS will approve the following NDCS Training at the NDCS Staff Training Academy (STA). NDCS will only pay training hours once they have been utilized (worked) for 40 hours of facility coverage and have been assigned and working more than 30 calendar days. All training must be pre-approved by NDCS Director of Nursing or designee. If working and/or assigned less than 30 calendar days, Contractor will pay for the training hours at their expense..
 - a. HFRG Skills Level Two Training and D26.1 - HFRG Review Written Test & Skills (16 hours), is defensive tactics emphasizing strikes/kicks/ground avoidance. Physical (skill) application required. Includes knife defense.
 - b. There is a 1.0 hour PREA (Prison Rape Elimination Act) class that will be necessary to be compliant with PREA Standards.
 - c. STA training schedule topics listed below may be changed/adjusted/added to or detract from per NDCS Policy.
 - i. Week 1 – Day 1 -5
 - Code of Conduct
 - Pre-Service Orientation
 - Intro to STA/Jail Staff Orientation
 - Correctional Communication
 - Orientation to NDCS
 - Discrimination & Harassment
 - Using the Laptop/Defensive Driving
 - Core Correctional Practices
 - ii. Week Day 6 - 10
 - Inmate Classification
 - Stress. Resiliency & SERVES
 - Basics of Correctional Report Writing
 - Legal Issues
 - Inmate Rules
 - Professional Boundaries
 - Searches
 - Safety & Sanitation
 - Report Writing and Preserving a Crime Scene
 - Computer Log On
 - Online learning
 - Emergency Preparedness
 - Mental Health & Suicide Issues
 - iii. Week 3 – Day 11-15
 - Sexual Assault/Abuse (PREA)
 - Employee Engagement
 - SMART Goals
 - Searches Skill Practice
 - Use of Force
 - Restraints
 - Chemical Agent Overview
 - Communicable Diseases
 - Substance Use
 - Security Threat Groups
 - Religious Practices
 - Re-Entry
 - CPR/AED, & First Aid
 - Misconduct Report Writing and Evidence
 - ADA
 - Diversity and Inclusion
 - iv. Week 4 - Day 16-19
 - OJT
 - Crisis Intervention/Conflict Resolution

- v. Week 5 – Day 21-24
 - OJT
 - Report Writing/Use of Force
 - Level II
 - vi. Week 6 – Day 30 only
 - Graduation on Day 30.
- 4. The training described above does not apply if assigned and working less than 30 calendar days to NDCS.
If working and/or assignment changes to less than 30 calendar days, and agency staff have completed the training, all training hours for that individual will be at the Contractor's expense.
- 5. All Contractor Staff are subject to approval by NDCS prior to placement. Contractor Staff will professionally, ethically and diligently carry out their responsibility hereunder in order to serve the best interest of NDCS's incarcerated individual/patients and NDCS.
- 6. NDCS shall participate in an evaluation of each assigned Staff relative to his/her ability to perform specific job functions upon completion of employee's assignment.
- 7. If Contractor Staff/Personal are hired as NDCS Staff then the training hours successfully completed may count toward the mandatory required pre-service training all State of Nebraska Department of Correctional Services employees undergo.

E. NDCS SCHEDULING

Scheduling and/or frequency for services will be determined by need at the appropriate NDCS Facility.

- 1. Contractor's personnel will work the shift schedules assigned as per NDCS facility at which personnel are requested/assigned. The work week shall be defined as Monday through Sunday.
- 2. No overtime work assignments will be permitted without the prior approval of the Supervising Manager/designee or the Health Services Administrator/designee. This applies to total hours for an individual Contractor personnel assigned to NDCS regardless of assignment/work site location.
- 3. A Holiday shift is defined as a shift that begins on a recognized holiday. Begins at 12:00am (midnight) (0000 called "Zero Hundred Hours"), and ends at 11:59pm (2359 "Twenty Three Fifty Nine Hours") the same day. Holiday pay (not to exceed time and a half) will ONLY be allowed for the six (6) recognized holidays listed below:
 - a. New Year's Day
 - b. Memorial Day
 - c. July Fourth (4th/Independence Day)
 - d. Labor Day
 - e. Thanksgiving Day
 - f. Christmas Day
- 4. NDCS shall use its best efforts to request Staff at least two (2) hours prior to the requested reporting time. If NDCS requests a particular person, Contractor shall assign that person to NDCS if the person is available, satisfies the criteria for Qualified Staff and is ready, willing and able to work.
- 5. Prior to two (2) hours before the scheduled start of a shift or assignment, NDCS may change or cancel a request for Staff without incurring any liability to Contractor. It shall be Contractor's responsibility to contact Staff whenever NDCS changes or cancels any request for Staff.
- 6. When NDCS request staff after the start of a shift, Contractor will be paid only for the actual hours worked.
- 7. When NDCS cancels a request for Staff less than two (2) hours before the scheduled start of a shift or assignment, and Staff cannot be contacted by NDCS prior to reporting to NDCS for work, NDCS will pay Contractor for two (2) hours per the rate structure for that Staff in effect at the time of

cancellation. Contractor will be solely responsible for satisfying any reporting time pay obligations due Staff under state or federal wage and hours laws.

8. When Contractor cancels or declines or rejects a request by NDCS for Contractor Staff less than two (2) hours prior to the scheduled start of a shift or assignment, and Contractor cannot replace that Staff with a substitute acceptable to NDCS per the terms of this contract, Contractor shall pay NDCS a late cancellation fee of two (2) hours per the rate structure for that Staff in effect at the time of the cancellation
9. If Staff is a "no show" (does not arrive at assigned facility for scheduled assignment), Contractor shall pay NDCS a "no show" fee of two (2) hours per the rate structure for that Staff in effect at the time. A "no show" may result in NDCS request for immediate Staff reassignment with no penalty to NDCS.
10. If Staff is no longer needed by NDCS after reporting for work and beginning his or her assignment, Staff may be called-off by NDCS. If Staff is called-off by NDCS, Contractor shall be paid for the actual hours worked by Staff or two (2) hours, whichever is greater, per the rate structure for that Staff in effect at the time of the call-off. Contractor shall be solely responsible for satisfying any reporting time pay obligations due Staff under state or federal wage and hours laws.
11. If Staff does not report for work to NDCS as scheduled, or reports to work and does not satisfy the criteria for Qualified Staff, or is physically or emotionally incapable of performing his/her duties, or refuses an appropriate assignment, or has previously been placed on a "do not send" list or fails to display a photo identification badge provided by Contractor, or fails to produce evidence of an original license or other appropriate credentials, Contractor shall pay NDCS a "no show" fee of two (2) hours per the rate structure for that Staff in effect at the time. The determination that Staff does not satisfy the criteria for Qualified Staff or is otherwise incapable of performing assigned work shall be made in good faith by and in sole discretion of NDCS. NDCS shall immediately inform Contractor once such a determination is made, but NDCS shall incur no debt or liability to Contractor as a result of the determination.
12. In the event that NDCS finds the Staff assigned not qualified and notifies Contractor, if Contractor finds a fully qualified replacement who appears at NDCS within one hour, NDCS will pay for the actual hours worked and the "no show" fee will be reduced to one (1) hour.
13. NDCS shall designate, in writing, those employees who are authorized to make requests for assignments of Staff from Contractor. Any requests for Staff by anyone other than the designated employees received by Contractor shall not be honored and NDCS will not be liable for payment for any Staff so requested. Contractor shall report any unauthorized requests to one of the above designees within twenty-four (24) hours or by 10:00 AM CST Monday morning if such a request is received on a weekend. See the NDCS contacts list in Section IV.I.
14. NDCS shall have no responsibility for locating, paying for, reimbursing Contractor's personnel for, or providing housing for personnel services furnished under this contract.
15. NDCS shall have no responsibility for arranging, paying for, or reimbursing contractor staff for transportation to/from the NDCS facilities.

F. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No Invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced base on the following schedule.

The State will not pay for any temporary staff member provided by the Contractor if that staff member is quarantined and unable to work an assigned shift due to the COVID-19 pandemic or other public health crisis. The Contractor must notify the Facility Director or designee at least four (4) hours prior to a scheduled shift if the temporary staff member is quarantined and unable to work an assigned shift. The State's position is to only pay the contractor for hours worked at the assigned facility by the assigned staff.

NDCS prefers to use an electronic timekeeping system for verification and approval process. .

G. NDCS REQUIREMENTS

1. NDCS Medical Protocols (MP) shall be provided for the appropriate policy/process to the Contractor upon request or need.
2. NDCS ONBOARDING requirements may vary according to provider services.
3. NDCS providers, contracted to NDCS for Incarcerated Individuals' care, shall be compliant with enrollment in the Nebraska Medicaid Program. To ensure continuity of care for necessary medications, the incarcerated Individuals, who will be enrolled in the Nebraska Medicaid program upon discharge or parole from NDCS custody, must select a prescribing provider who is registered with the program.

H. NDCS CONTACTS

Email contact group for NDCS Health Services is:

DCS.COHS263Processing@nebraska.gov

Accounting Contact

Medical Accounting Supervisor, or designee
NDCS Central Office – Accounting Division
801 West Prospector Place, Bldg. #1
Lincoln, NE 68522
Phone: 402-479-5780

NE Department of Correctional Services,
Accounts Payable
P.O. Box 94661 Lincoln, NE 68509-4661
(402) 479-5715
DCS.AccountsPayable@nebraska.gov

Health Services Contact

Health Care Administrator or designee
NDCS Central Office – Health Services
801 West Prospector Place, Bldg. #1
Lincoln, NE 68522
Phone: 402-479-5630

NDCS Director of Nursing or designee
NDCS Central Office – Health Services
801 West Prospector Place, Bldg. #1
Lincoln, NE 68522
Phone: 402-479-5632

Business Manager, or designee
NDCS Central Office – Health Services
801 West Prospector Place, Bldg. #1
Lincoln, NE 68522
Phone: 402-479-5703

I. NDCS FACILITY LOCATIONS

Lincoln Facilities:

Reception and Treatment Center Campus (RTC)
3218 West Van Dorn Street
Lincoln, NE 68522

Nebraska State Penitentiary (NSP)
4201 S. 14th Street
Lincoln, NE 68502

Community Correctional Center – Lincoln (CCC-L)

2720 West Van Dorn Street
Lincoln, NE 68522

Omaha Facilities:

Omaha Correctional Center (OCC)
2323 E Avenue J
Omaha, NE 68110

Community Correctional Center – Omaha (CCC-O)
2320 E Avenue J
Omaha, NE 68110

Nebraska Correctional Youth Facility (NCYF)
2610 N. 20th Street East
Omaha, NE 68110

Tecumseh:

Tecumseh State Correctional Institution (TSCI)
2725 N. Hwy 50
Tecumseh, NE 68450

York:

Nebraska Correctional Center for Women (NCCW)
1107 Recharge Road
York, NE 68467

McCook

Work Ethic Camp (WEC)
2309 N Hwy 83
McCook, NE 69001

NOTE: Additional NDCS Facilities/Locations may be added or deleted as needed as they become available and/or discontinued by mutual agreement.

J. DELIVERABLES and DELIVERABLE SCHEDULE

1. Deliverables are the provision of qualified temporary staff as requested. Refer to the section IV.L. Cost Proposal,
2. Agency Personnel Timesheets or an electronic timekeeping system shall be verified/signed and approved by designated supervisor of hours worked. The following list is to be provided as appropriate but is not limited to:
 - a. Date of Service of hours worked
 - b. Name of Facility where services were performed
 - c. Contract Provider Time Sheet (attachment A)
 - d. Record of Inmates seen by Provider (attachment B)
 - e. Required meetings attended identified separately on invoice
3. A monthly report is to be provided to NDCS with the following:

Monthly Number of Employees Assigned to NDCS Facilities:

| Facility Assigned | Last Name | First Name | Position Assigned/Worked | Dates Worked | Hourly Rate (Regular) | Total Regular Hours | Hourly Rate (Overtime) | Total Overtime Hours | Total Invoiced Amount | Assignment Start Date | Assignment End Date |
|-------------------|-----------|------------|--------------------------|--------------|-----------------------|---------------------|------------------------|----------------------|-----------------------|-----------------------|---------------------|
|-------------------|-----------|------------|--------------------------|--------------|-----------------------|---------------------|------------------------|----------------------|-----------------------|-----------------------|---------------------|

The monthly report is to be emailed to the Health Services Business Manager or designee. The email destination should be John Drahota or chosen designee at john.drahota@nebraska.gov and DCS.Purchasing@nebraska.gov. The destination email addresses may change due to personnel assignments and the Contractor will be notified. NDCS is requesting that the reports are emailed no later than the 10th of the following month. The reporting dates will need to be the 1st through the end of the month.

4. Any other documentation as required by the State for information/data in an excel format at no additional cost. accountability.

K. PRICING / COST PROPOSAL**1. Local Rate or Non-Traveler designation Hourly Rates**

| Position number and Position name | All Locations - Lincoln, Omaha, York, Tecumseh and McCook | |
|---|---|------------|
| | REGULAR | OT/HOLIDAY |
| 1. Licensed Mental Health Practitioner II (LMHP II) | \$ 83.00 | \$ 124.50 |
| 2. Psychiatrist | \$ 249.00 | \$ 373.50 |
| 3. Psychologist/ Licensed (Clinical) | \$ 126.00 | \$ 189.00 |

2. Traveler designation Hourly Rates

Note: Must have home location/reside 100 miles or greater from the assigned location. Travel rate does not apply to any Telehealth/Tele psych situations for remote work.

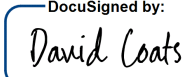

| Position number and Position name | All Locations - Lincoln, Omaha, York, Tecumseh and McCook | |
|---|---|------------|
| | REGULAR | OT/HOLIDAY |
| 1. Licensed Mental Health Practitioner II (LMHP II) | \$ 93.00 | \$ 139.50 |
| 2. Psychiatrist | \$ 269.00 | \$ 403.50 |
| 3. Psychologist/ Licensed (Clinical) | \$ 136.00 | \$ 204.00 |

3. Permanent Placement Conversion Fees

If candidate assignment turns into and/or hired as a permanent placement with the State of Nebraska, Department of Correctional Services employee/staff.

Duration of Assigned Candidate to Permanent Placement Conversion Fees Schedule

\$ 75.00/HR

| | | | |
|---|--|--|--|
| CONTRACTOR SIGNATURE BELOW:  | | NDCS SIGNATURE BELOW:  | |
| Printed Name/Title: David Coats Chief Revenue & Strategy Officer | | Printed Name/Title: Kate Severin NDCS Materiel Administrator | |
| Address: 1715 N. Westshore Blvd. Ste. 525 Tampa, FL 33607 | | NE Department of Correctional Services PO Box 94661 Lincoln, NE 68509-4661 | |
| Phone: 813 692-6228 | | Phone: (402) 479-5717 | |
| Email: dcoats@cellstaff.com | | Email: kate.severin@nebraska.gov | |

V. NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SUPPLEMENTAL CONTRACT INFORMATION

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below. Responding "yes" to any question will not disqualify you from consideration but may necessitate a follow-up information request.

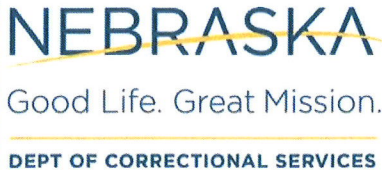
Company Name: 1715 N. Westshore Blvd. Ste. 525 Tampa, FL 33607
 PO Box Address: n/a
 Physical Address: 1715 N. Westshore Blvd. Ste # 525
Tampa, FL 33607
 City/State/Zip:
 Phone Number: 813 692-6228

Name/Title of Contact: David Coats Chief Revenue & Strategy Officer

| | | YES | NO |
|----|---|-----|----|
| 1. | To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services? | | X |
| | If yes, who? <u>n/a</u> | | |
| 2. | Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS? | | X |
| | If yes, who, how long, and in what capacity? <u>n/a</u> | | |
| 3. | Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company? | | X |
| | If yes, who and what position? <u>n/a</u> | | |
| 4. | Incorporated companies, please provide the following information: Name of Corporate Entity: <u>n/a</u> Principle Office Address: <u>n/a</u> Registered Agent and Office Address: <u>n/a</u> | | |
| 5. | Non-Incorporated Companies please provide the following information: Owner: <u>Daniel Gutierrez, McDonell Lomax, Rami Isa, Traminer, LLC</u> | | |

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

David Coats Chief Revenue & Strategy Officer 2/23/2024
 Name/Title

| | | | |
|--|-----------------------------------|------------------|----------------|
|  <p>NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES</p> | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 1 of 9 |
| STATEMENT OF AVAILABILITY Official Distribution Only | | | |

EFFECTIVE: July 23, 1984
 REVISED: August 27, 2014
 REVISED: June 30, 2015
 REVISED: August 31, 2016
 REVISED: June 30, 2017
 REVISED: December 31, 2017
 REVISED: September 30, 2018
 REVISED: December 31, 2019
 REVISED: October 31, 2020
 REVISED: November 30, 2021
 REVISED: December 31, 2022
 REVISED: December 31, 2023

SUMMARY OF REVISIONS/REVIEW

Policy Directive 023-008 and 023-015 incorporated. PROCESS – I.G. – Language updated. I.K. – Language updated. Minor grammar changes throughout.

APPROVED:


 Rob Jeffreys, Director
 Nebraska Department of Correctional Services

| | | | |
|--|-----------------------------------|------------------|----------------|
|  <p>NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES</p> | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 2 of 9 |
| STATEMENT OF AVAILABILITY Official Distribution Only | | | |

PURPOSE

To establish professional expectations of ethics and conduct applicable to all team members of the Nebraska Department of Correctional Services (NDCS).

NDCS has been charged with the responsibility for providing incarcerated individuals with opportunities for rehabilitation in an atmosphere conducive to rehabilitation. That responsibility is unique among state agencies, and warrants a code of ethics and conduct for all team members. Neb. Rev. Stat. identify the responsibilities of the NDCS director to appoint or remove team members of NDCS as well as to delegate appropriate powers and duties to the agency team members. This code of ethics and conduct policy supplements these Nebraska statutes. (ACI-1C-22, ACRS-3A-07, CO-1C-17)

DEFINITIONS

- I. **INCARCERATED INDIVIDUAL(S)** - Individuals currently incarcerated within NDCS, on parole, or post-release supervision status within the State of Nebraska.

PROCESS

I. PERSONAL ACCOUNTABILITY

Team members will conduct themselves in a professional and ethical manner, whether on or off duty.

- A. Team members will keep their conversations and all interactions with and within the hearing of incarcerated individuals on a professional level at all times. Team members will also report any (other than incidental), off duty contact with an incarcerated individual, their families or friends, as well as any family or close personal relationship they have with an incarcerated individual.
- B. Team members will keep their conversations and all interactions with team members and the public on a professional level at all times and promote positive and appropriate working relationships.
- C. Team members will bring in only authorized articles for authorized purposes and will provide incarcerated individuals and their families or friends only authorized items for authorized purposes. See policy 203.13, *Security and Control – Team Member Searches* for a list of prohibited items.
- D. Team members shall maintain confidentiality of information consistent with Neb. Rev. Stat. §83-178, which prohibits the dissemination and/or re-dissemination and availability of information to any person except as authorized by law. Under no circumstances shall team members provide, produce, or disclose team member emails, incident reports, or equivalent NDCS documentation, including their contents, video/video imagery to incarcerated individuals or members of the general public unless such documentation is specifically intended for this dissemination or disclosure is required by law or NDCS policy.
- E. Team members will follow all laws, policies, procedures, rules and post orders. These include, but are not limited to:
 1. Team members will not accept, issue, or solicit bribes, financial benefit or profit


| | | | |
|--|-----------------------------------|------------------|----------------|
|  <p>NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES</p> | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 3 of 9 |
| STATEMENT OF AVAILABILITY Official Distribution Only | | | |

from the work of or from one who receives a financial benefit from the work of, gifts, gratuities, loans, or favors of any kind from incarcerated individuals or their family and friends.

2. Team members, any contracted/authorized contractor or volunteer are prohibited from engaging in any form of sexual activity with an incarcerated individual. Prohibition also includes implied threats, coercion, intimidation and/or preferential treatment that could influence an incarcerated individual to participate in sexual activity. Persons choosing to sexually abuse an incarcerated individual are subject to discipline, including termination, and shall be referred to the county attorney for criminal prosecution. Sexual abuse of an incarcerated individual in the first degree is a Class IIA felony; sexual abuse in the second degree is a Class IIIA felony. It is not a defense to the charge that the incarcerated individual consented to sexual activity or sexual penetration.
3. Team members are prohibited from using cruel, inhumane or corporal punishment, excessive force or in any way mistreating individuals under NDCS care, custody and control.
4. Team members shall only provide public information pertaining to an incarcerated individual, on an approved basis or to an authorized individual.
5. Except as provided below, team members are prohibited from bringing weapons of any type, concealed or otherwise, onto NDCS property. No drugs, weapons, intoxicants or other contraband articles are to be left in team member vehicles parked on NDCS property. Team members may leave tobacco, tobacco-related products or substitutes in their vehicles left on NDCS property. See policy 111.05, *Use of Tobacco Products by Team Members, Incarcerated Individuals, & Visitors*.

A team member may leave a handgun in his/her motor vehicle in the parking lot on NDCS property as long as prior to exiting the vehicle, the handgun is locked inside the glove box, trunk or other compartment of the vehicle, a storage box securely attached to the vehicle or if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle. (Neb. Rev. Stat. §28-1202.01)

6. Team members are prohibited from discriminating against other team members and incarcerated individuals. Forms of discrimination include: sexual, racial, gender, religious, national origin, ancestry, age, or disability status. All discrimination or workplace harassment incidents will be immediately reported to the supervisor. Supervisory personnel shall not knowingly allow or condone incidents or situations of a discrimination or workplace harassment nature.
7. Team members shall not use or possess illegal drugs on or off duty, nor shall team members possess or use legally prescribed controlled substances in an unlawful manner either on or off duty. Team members shall not report to work under the influence of alcohol or substances that are illegal under Nebraska or federal law. Team members are prohibited from unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the workplace. All team members are subject to random drug screens. Team members shall not bring into any state facility or building any substances that could be used to create a hallucinogenic effect or could impair one's judgment. A team member taking prescription or over-the-counter medication or substances

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|---|-----------------------------------|------------------|----------------|
|  | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 4 of 9 |
| STATEMENT OF AVAILABILITY Official Distribution Only | | | |

that has the potential to impair work performance will notify their supervisor prior to the beginning of the work shift. The supervisor is responsible for determining if the team member can perform their assigned duties safely, and for taking appropriate action where needed. See policy 112.13, *Drug Free Work Place*.

- F. Team members shall be truthful in their dealings with other team members and incarcerated individuals. Team members are prohibited from providing false information or attempting to deceive any supervisor, investigator or other NDCS team member whether verbally or in writing.
- G. Team members shall not bring in personal cell phones or other electronic devices into a NDCS facility or building/site which specifically prohibits the introduction of personal electronic communication devices. State issued devices cannot record non-business related activity. See policy 104.05, *Electronic Communication Devices*.
- H. Team members shall maintain professional boundaries with incarcerated individuals. Examples of failing to maintain professional boundaries, include, but are not limited to: working for the parole, pardon, commutation of sentence or other appeal of any incarcerated individual unless authorized via proper channels; writing letters on behalf of an incarcerated individual in an unofficial capacity; and aiding and/or abetting an incarcerated individual in acts that disrupt or violate facility or department policy.
- I. Team members will only wear agency issued uniforms while on duty, including directly in route to or from the team member's work site.
- J. Team members are required to promptly report any violation of NDCS rules, in full to their direct supervisor. Team members shall write reports consistent with Staff Training Academy (STA) curriculum. This includes rules violated by team members as well as incarcerated individuals. In cases of violations by a supervisor, the team member shall report the information to the next highest supervisor in their chain of command or designee. NDCS rules include violation(s) of this code of ethics and conduct policy, other agency rules and regulations, State Personnel Rules, Labor Contracts, or city, state, or federal laws/rulings. Team members cannot knowingly or deliberately withhold information concerning rule violations. See *Receipt of NDCS Rules and Regulations* (Attachment A).

Prompt notification requirements include the expectation of both:

1. Verbally reporting information of an urgent nature or serious rule violation immediately to the shift supervisor and/or direct supervisor.
 2. Submitting a written report of alleged misconduct, suspicious behavior, serious rule violations or any other information pertinent to the safety, security and good order of the facility no later than the conclusion of their tour of duty.
- K. Any team member who is arrested, served a protection order, or issued a citation for a violation of the law, other than a minor traffic violation, must immediately notify the warden or for agency divisions the applicable deputy director/designee of their alleged violation of law.
 - L. Team members who are required to maintain a license/certification (Ex: driver's license) for their current position and lose their license/certification for any reason or do not

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|  <p>NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES</p> | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 5 of 9 |
| STATEMENT OF AVAILABILITY Official Distribution Only | | | |

currently have said license/certification must notify the warden or for agency divisions the applicable deputy director/designee within three business days.

- M. Team members having law enforcement responsibilities may be requested to submit to polygraph examination on issues involving their employment.
- N. Team members, while operating a state vehicle, shall follow all laws, rules, and policies applicable to driving a motor vehicle and driving for State business. Team members shall complete the Defensive Driving Course and attest to reading the Transportation Services Bureau (TSB) Policies and Procedures before driving for State business. Team members in state vehicles shall:
 1. Follow laws pertaining to use of safety restraints and driver's licenses.
 2. Wear seat belts. The operator or driver is responsible for requesting that seat belts or other available safety restraint devices be used by all passengers, including incarcerated individuals. Failure to use seat belts and safety restraint devices is considered to be a misuse of the vehicle and will result in disciplinary action as provided in Section 2, Item 16, of the policies and procedures of the TSB and in accordance with the Rules and Regulations of the Administrative Services, State Personnel Division and of NDCS.
 3. Not wear portable radio headphones while operating state-owned motor vehicles. Not wear headphones, ear phones, or other similar devices.
 4. Not use cellular phones while driving unless an emergency situation exists. Not text from a cellphone while the vehicle is in operation.
 5. Notify their supervisor no later than the beginning of their next shift of any status change affecting the teammate's legal ability to drive. This includes, but is not limited to, changes due to moving violations, license restrictions, or the suspension, revocation, cancellation, disqualification or expiration of their driver's license.
 6. Follow NDCS policy involving taking a state-owned vehicle home.
 7. Notify their supervisor immediately when they have a medical condition or are using medication that would interfere with the safe operation of a motor vehicle. Not take prescription drugs or other substances that could impair the ability to drive before or while operating a state vehicle.
 8. Carry the minimum liability insurance required by Nebraska law on their personal motor vehicle.
 9. Not consume any alcoholic beverages prior to or while operating a state vehicle; not transport alcoholic beverages or illegal drugs; not take any form of drug or substance which is illegal in Nebraska or under federal law, either in or out of a state vehicle.
 10. Not carry radar detectors.
 11. Not smoke.

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|---|-----------------------------------|------------------|----------------|
|  | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 6 of 9 |
| STATEMENT OF AVAILABILITY Official Distribution Only | | | |

- O. Team members shall be good stewards of the State's resources, to include using state property only for authorized work purposes.
- P. Team members shall lock any vehicle parked on NDCS property and keep ignition keys with them.
- Q. Team members shall remain at their assigned post until provided with proper authorized relief
- R. Team members shall obey a lawfully given direct order by a supervisor. Garrity advisements shall not be issued when a supervisor directs a teammate to complete standard paperwork. Garrity advisements are only applicable in the event an internal administrative investigation is initiated against the team member.
- S. Team members shall remain awake and be in an attentive condition at their assigned duty station. Sleeping or being in an inattentive state at a post places the security of the facility, the incarcerated individual population or other team members at risk.
- T. Team members are personally responsible for the accuracy of their time records. Team members will take all necessary steps to have regular, dependable reporting habits, including reporting to work on time, and proper use of earned leave or compensatory time.
- U. Workers of other private or public organizations, including individual contractors, performing essential job functions within NDCS are accountable to the department/division head for which they work.
- V. For use of social networking sites, see policy 002.02, *Social Media*.

II. FRAUD OR SUSPECTED FRAUD

Team members shall not engage in any act of fraud. Team members shall report any knowledge of fraud, suspected fraud or any allegation of fraud. A team member can file such reports through their chain of command up to and including the NDCS director or to the state auditor of public accounts at [402-471-2111](tel:402-471-2111). Team members can also contact the controller at [402-479-5756](tel:402-479-5756), the assistant controller at [402-479-5976](tel:402-479-5976), the administrative services state accounting administrator at [402-471-0600](tel:402-471-0600), the state internal control coordinator at [402-471-2581](tel:402-471-2581), and/or the attorney general at [402-471-3297](tel:402-471-3297).

The state auditor of public accounts will keep reports of fraud confidential unless legal action is taken. Questions regarding suspected fraud and the process for reporting fraud will also be addressed during internal fiscal audits. All reports will also be reviewed and referred for investigation in the appropriate manner. The controller/designee is responsible for maintaining information regarding fraud for appropriate reporting outside NDCS.

III. CONFLICTS OF INTEREST

- A. Team members will avoid activities, including any additional employment, which poses a conflict with their job responsibility or credibility as team members of NDCS. Team members wishing to engage in additional employment, or have a private interest in/own a business either as an individual or through a family member or as a business partner,

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|--|---|-------------------------|-----------------------|
|  <p>NEBRASKA Good Life. Great Mission. DEPT OF CORRECTIONAL SERVICES</p> | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 7 of 9 |
| | STATEMENT OF AVAILABILITY Official Distribution Only | | |

shall submit a completed *Outside Employment and Private Business Interest/Ownership* form (Attachment B) to their warden or for agency divisions the applicable deputy director/designee. The administrator reviews the request for determining any conflict of interest, and notifies the team member of approval or disapproval.

- B. Policy 112.03, *Team Member Selection* states the NDCS policy on nepotism and fraternization. The warden or for agency divisions the applicable deputy director/designee have the authority to approve exceptions to the fraternization policy of 112.03, *Team Member Selection*. The NDCS director has discretion, by law, to approve exceptions to the nepotism policy of 112.03, *Team Member Selection*. In the event any operation of the shift or the facility/division is adversely impacted by an approved exception, management will revisit the approval, which may result in one of the team members transferring to a different shift or facility division.

In the event that current agency team members become involved in a close, personal relationship or have a change in status resulting in an immediate family relationship, a request for an exception to the fraternization and/or nepotism policy must be initiated by the team members consistent with the process identified for team member selection in policy 112.03, *Team Member Selection*.

- C. Team members may be requested to testify in their official capacity in a matter of public record such as a court of law or legislative committee hearing. Team members who have received a subpoena to testify in court may be provided a statutory witness fee as prescribed in statute. Hourly wage team members may also be allowed their regular hourly rate of pay if they have received a subpoena to testify as a factual witness in civil or criminal litigation involving the NDCS, NDCS incarcerated individuals, or matters occurring in any NDCS facility.


Team members may not testify in an official capacity on behalf of NDCS and NDCS administration without proper authorization.

- D. All requests for team members to speak at community events (schools, civic groups, etc.) require advanced approval from the warden or for agency divisions the applicable deputy director in consultation with the agency chief of staff.

IV. FINANCIAL ACCOUNTABILITY

Team members, upon learning of any of the following conflicts of interest, shall send written notice to the Nebraska Accountability and Disclosure Commission, which will determine whether or not any action should be taken to resolve the conflict of interest. The team member shall take such steps as the Commission prescribes to remove him/herself from the situation in which there is a conflict. Copies will be provided to the warden or for agency divisions the applicable deputy director/designee, and the human talent director.

- A. Team members are prohibited from having any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest.
- B. A team member will not enter into any contracts with NDCS on their own behalf or on behalf of any business in which the team member or a member of the team member's family has an interest.

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|---|-----------------------------------|------------------|----------------|
|  | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 8 of 9 |
| STATEMENT OF AVAILABILITY Official Distribution Only | | | |

C. Team members shall not use or authorize the use of their position or any confidential information received through their state employment to obtain financial gain, other than compensation provided by law, for himself/herself, a member of their family or a business which with the individual is associated.

D. Team members are prohibited from giving the impression that any person or business can improperly influence them in the performance of their official duties, or be subject to influence by friendship, rank, position or influence of any party or person. This means team members cannot accept gifts of value or loans from persons doing business with the agency or state which are intended to, or which appear to influence the official relationship between the business and the team member or employing agency.

Prohibition includes:

1. A gift of travel or lodging to the team member, or reimbursement for such so that a member of the team member's family can accompany the team member in the performance of their official duties.
2. A member of the team member's family accepting a gift of travel or lodging or reimbursement for such so that a team member's immediate family member can travel with the team member in the performance of their job duties.

E. A team member shall not use or authorize the use of personnel, property, resources or funds under their official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

V. POLITICAL ACTIVITIES (ACI-1A-24)

Team members are prohibited from participating in political activities while performing official state duties, and are prohibited from using their state job to distribute or receive political favors. If the salary of a team member is paid completely directly or indirectly by federal funds the team member is covered by the federal Hatch Act, and is prohibited from being a candidate for a partisan office.


REFERENCE

I. STATUTORY REFERENCE AND OTHER AUTHORITY

- A. Neb. Rev. Stat. §28-1202.01, 5 U.S. Code §1501-1508, §7321-7326 (Hatch Act)

II. NDCS POLICIES

- A. Policy 002.02, *Social Media*
- B. Policy 104.05, *Electronic Communication Devices*
- C. Policy 111.05, *Use of Tobacco Products by Team Members, Incarcerated Individuals, & Visitors*
- D. Policy 112.03, *Team Member Selection*

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|---|-----------------------------------|------------------|----------------|
|  <p>NEBRASKA</p> <p>Good Life. Great Mission.</p> <p>DEPT OF CORRECTIONAL SERVICES</p> | POLICY | | |
| | CODE OF ETHICS AND CONDUCT | | |
| | REVISED DATE December 31, 2023 | NUMBER 112.31 | PAGE 9 of 9 |
| STATEMENT OF AVAILABILITY | | | |
| Official Distribution Only | | | |

E. Policy 112.13, *Drug Free Work Place*

F. Policy 203.13, *Security and Control – Team Member Searches*

III. ATTACHMENTS

A. Receipt of NDCS Rules and Regulations (DCS-A-per-066-pc)

B. Outside Employment Action and Private Business Interest/Ownership Request (DCS-A-per-026-pc)

IV. AMERICAN CORRECTIONAL ASSOCIATION (ACA)

A. Expected Practices for Adult Correctional Institutions (ACI) (5th edition): 5-ACI-1A-24, 5-ACI-1C-22

B. Standards for Adult Community Residential Services (ACRS) (4th edition): 4-ACRS-3A-07

C. Standards for Administration of Correctional Agencies (ACA) (2nd edition): 2-CO-1C-17



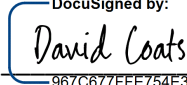
February 22, 2024

David Coats, Chief Revenue & Strategy Officer
Cell Staff, LLC
1715 N. Westshore Blvd, Suite 525
Tampa, FL 33607

Dear Mr. Coats:

This is a letter to verify that you received a copy of the attached NDCS Policy, 112.31, Code of Ethics and Conduct.

Could you please sign below if you have received Policy 112.31, and submit to the DCS Purchasing Division for documentation in the contract file.

| | |
|---|----------------------------------|
| David Coats | Chief Revenue & Strategy Officer |
| Printed Name | Title |
|  967C677FFE754E3... | 2/23/2024 |
| Signature | Date |

Thank you again, if you have any questions, please call me at 402-479-5980.

Sincerely,

Diane Poppert, Procurement Contracts Officer
NDCS Purchasing

Rob Jeffreys, Director
Department of Correctional Services

P.O. Box 94661 Lincoln, NE 68509-4661
Phone: 402-471-2654 Fax: 402-479-5623
corrections.nebraska.gov