

SERVICES CONTRACT
BETWEEN
THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
SAINT FRANCIS COMMUNITY SERVICES IN NEBRASKA, INC.

This services contract, including any addenda and attachments (collectively, "Contract") is entered into by and between the Nebraska Department of Health and Human Services, Division of Children and Family Services (hereinafter "DHHS"), and Saint Francis Community Services in Nebraska, Inc. (hereinafter "Contractor").

DHHS CONTRACT MANAGER:

Stacy Scholten
Nebraska Department of
Health and Human Services
301 Centennial Mall South
Lincoln, NE 68509-5026
stacy.scholten@nebraska.gov

PURPOSE: The purpose of this Contract is to provide sustainability for the Sub recipient in delivering a piloted service called Family Centered Treatment to the North Platte and Lexington areas.

FUNDING: This Contract involves state and federal funds

HIPAA: This Contract involves the sharing of or access to Protected Health Information and includes a Business Associate Agreement for compliance with the Health Insurance Portability and Accountability Act (HIPAA).

1. DURATION

- 1.1. **TERM.** This Contract is in effect from November 19, 2018 through September 30, 2019.
- 1.2. **TERMINATION.** This Contract may be terminated at any time upon mutual written consent, or by either party for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event of termination under this section, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided. DHHS may also terminate the contract to the extent otherwise provided herein.

2. PAYMENT TERMS AND STRUCTURE

- 2.1. **TOTAL PAYMENT.** DHHS shall pay the Contractor a total amount not to exceed \$60,000 (sixty thousand dollars) for the services specified herein.
- 2.2. **PAYMENT STRUCTURE.** Payment shall be structured as follows.
 - 2.2.1. Contractor shall submit requests for payment to DHHS on a monthly basis through the NFOCUS authorizations on the billing portal.
 - 2.2.2. DHHS shall pay the Contractor for services authorized by DHHS through the NFOCUS system.
 - 2.2.3. DHHS shall pay the Contractor upon delivery of services in accordance with specific terms and conditions of this Contract.
 - 2.2.4. No additional costs shall be paid by DHHS, unless and except as specifically stated with the Contract and any attachment(s).

- 2.2.5. DHHS shall pay the Contractor a daily rate of \$35.41 per family for service delivery of non-treatment costs. The initial face-to-face meeting with the family shall be considered the first day of service. The referring DHHS Case Manager or Supervisor must be at the first meeting with the family and the Contractor.
- 2.2.6. If the family children remain safely in the home during a six-month continuous period after service discharge, DHHS shall pay the Contractor \$100. This shall be payable per family who meet this mark.
- 2.2.7. DHHS reserves the right to withhold payment until required reports are received or in the event there is noncompliance with any material requirement of this Contract. Material requirements include but are not limited to the Contractor's obligation to maintain insurance at the levels set forth in the Contract.
- 2.2.8. DHHS shall recover overpayments made to the Contractor, regardless of fault or circumstances, by reducing future payment amounts by 50% until the overpayment debt has been paid in full.

3. SCOPE OF WORK

- 3.1. THE CONTRACTOR shall do the following:
 - 3.1.1. Provide in-home services consistent with the Family Centered Treatment model, under the supervision of and in consultation with the Family Centered Treatment Foundation (FCTF).
 - 3.1.2. Shall not claim payment of any service for which payment is being claimed, even in part, for medical services to individuals paid for by Medicaid or any other governmental payor. Contractor shall bill Medicaid or private insurance for medical or treatment services.
 - 3.1.3. Serve families referred by and involved with DHHS.
 - 3.1.4. The Non-treatment rate covers non-medical expenses that the Contractor incurs in delivering the service for those families referred by DHHS. Non-treatment costs include costs for court attendance for the family, child or family team meeting attendance, attendance at IEP/school meetings, mileage, time to complete routine documentation, and costs for business operations.
 - 3.1.5. Develop a discharge plan with the family which includes willing friends, family and neighbors to support the family and youth through the changes made from Family Centered Treatment.
- 3.2. THE CONTRACTOR shall provide the following deliverables:
 - 3.2.1. Provide data reporting on service fidelity, as prescribed by the FCTF. DHHS shall also receive a copy of the monthly reporting by the Contractor.
- 3.3. PERFORMANCE MEASUREMENTS.
 - 3.3.1. 75% of the families referred by DCFS will remain safely at home with their family six months after service discharge.
- 3.4. REPORTING REQUIREMENTS.
 - 3.4.1. The Contractor shall report data measures as required by the Family Centered Treatment Foundation for monitoring the fidelity of the service provided. A copy of these data reports shall be sent to DHHS each month. Upon request, the Contractor shall enter data on the Provider Performance Improvement database.
 - 3.4.2. The Contractor shall provide the DHHS referring case manager with a copy of the family-driven assessment completed with the family as well as a copy of the written treatment plan for the family with the family's signature indicating agreement with the plan by no later than the 14th calendar day of the second month following the provision of services. If the 14th calendar day is on a weekend day or holiday, the contractor shall submit the written report on or before the next business day.
 - 3.4.3. Monthly written progress reports shall also be provided to the referring DHHS Case Manager by no later than the 14th calendar day of the month following the provision of services. If the 14th calendar day is on a weekend day or holiday, the contractor shall submit the written report on or before the next business day.
 - 3.4.4. The monthly report shall include information regarding the family's progress with achieving goals identified from the family assessment and a contact log. The Contractor shall maintain

the contact log and make the contact log available to DHHS upon request. Progress reports should include documentation of interventions to include role-play, practice, homework, rehearsal, modeling, education, and review of performance.

- 3.4.5. The Contractor shall provide a written discharge plan to the referring DHHS Case Manager, prior to discharging the family. The discharge plan shall include the family's involvement in the creation of the plan as well as specific community services and informal, social supports the family has been connected to during the service.

4. DHHS RESPONSIBILITIES

4.1. DHHS shall do the following:

- 4.1.1. Send the referring Children and Family Service Specialist or Supervisor to attend the initial meeting.
- 4.1.2. Refer and collaborate with Contractor in developing and implementing referral process.

5. ADDENDA

- A. DHHS General Terms – Services Contracts
- B. DHHS Insurance Requirements – Services Contracts
- C. DHHS HIPAA Business Associate Agreement Provisions – Services Contracts

6. NOTICES

Notices shall be in writing and shall be effective upon mailing. All deliverables and required reports under this Contract shall be sent to the DHHS Contract Manager. Written notices, such as notices of termination or notice of breach, shall be sent to the DHHS Contract Manager identified above, and to the following addresses:

FOR DHHS:

Procurement Services
Nebraska Department of Health and Human Services
301 Centennial Mall South
Lincoln, NE 68509-5026
DHHS.Procurement@nebraska.gov

FOR CONTRACTOR:

Tom Blythe
Saint Francis Community Services in Nebraska, Inc.
PO Box 1340
Salina, KS 67402-1340
785-825-0541
tom.blythe@st-francis.org

DHHS may change the DHHS Contract Manager to be notified under this section via letter to the Contractor sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and that the individual signing below has authority to legally bind the party to this contract.

FOR DHHS:

DocuSigned by:
Matthew Wallen
71A661EB11D54E0...

Matthew wallen
Director
Department of Health and Human Services
Division of Child Family Services

FOR CONTRACTOR:

DocuSigned by:
Tom Blythe
F8D6FCC1B0244A0...

Tom Blythe
Chief operating officer
Saint Francis Community Services in Nebraska, Inc.

DATE: 11/21/2018 | 11:59:50 CST

DATE: 11/21/2018 | 11:52:03 CST

ADDENDUM A

DHHS GENERAL TERMS – SERVICES CONTRACTS

1. ACCESS TO RECORDS.

- 1.1. All Contractor books, records, and documents, regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this Contract, shall be subject to audit by DHHS or its authorized representative at any reasonable time and upon the provision of reasonable notice.
- 1.2. Notwithstanding any other requirement in this Contract to maintain certain records (as identified in that requirement) for a longer period, Contractor shall maintain all records for five (5) years from the date of final payment. As required by law, records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.
- 1.3. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS.
- 1.4. All records shall be maintained in accordance with generally accepted business practices.

2. AMENDMENT. This Contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties.

3. ANTI-DISCRIMINATION.

- 3.1. Contractor shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this Contract.
- 3.2. Contractor shall insert a similar provision into all subcontracts.

4. AUDIT REQUIREMENTS.

- 4.1. Contractor shall provide DHHS any and all written communications received by Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance, including those in compliance with or related to Statement of Auditing Standards 122. Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to Contractor, in which case Contractor agrees to verify that DHHS has received a copy.
- 4.2. Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
- 4.3. In addition to, and in no way in limitation of any obligation in this Contract, Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this Contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

5. ASSIGNMENT. Contractor shall not assign or transfer any interest, rights, or duties under this Contract without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

6. CLEAN AIR ACT. If this Contract involves federal funds and the total value exceeds \$150,000, Contractor shall ensure that it in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401 et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251 et seq.

7. CONFIDENTIALITY.

- 7.1. Any and all information gathered in the performance of this Contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS. Contrary contract provisions set forth in the Contract shall be deemed to be authorized exceptions to this general confidentiality provision.
- 7.2. Nothing in this section or this Contract shall relieve Contractor of the obligation to comply with all applicable statutes and regulations, current and as amended, including but not limited to HIPAA.

8. CONFLICTS OF INTEREST. In the performance of this Contract, Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. Contractor shall immediately notify DHHS, in writing, of any such conflict.

9. CORRECTIVE ACTION PLAN AND BREACH OF CONTRACT.

- 9.1 *Corrective Action Plan.* If Contractor fails to meet the Scope of Work as set forth in the Contract, DHHS may require Contractor to complete a Corrective Action Plan (hereinafter "CAP").
- 9.1.1 DHHS shall set a deadline for the CAP to be provided to DHHS, but shall provide Contractor reasonable notice of said deadline. In its notice, DHHS shall identify each issue to be resolved.
- 9.1.2 The CAP will include, but is not limited to, a written response noting the steps being taken by Contractor to resolve each issue(s), including a date that the issue(s) will be resolved.
- 9.1.3 If Contractor fails to provide a CAP by the deadline set by DHHS, fails to provide DHHS with a CAP demonstrating the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), DHHS may withhold payments (for the work or deliverables) related to the issues identified by DHHS, or exercise any other remedy set forth in this Contract or available under law.
- 9.2 *Breach of Contract.* DHHS may terminate the Contract, in whole or in part, if Contractor fails to perform its obligations under the Contract in a timely and proper manner. DHHS may, by providing a written notice to Contractor, allow Contractor to cure a breach of contract within a period of thirty (30) days or longer at DHHS's discretion, considering the gravity and nature of the breach. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing Contractor time to cure a breach of contract does not waive DHHS's right to immediately terminate the Contract for the same or different breach at a different time.
- 9.2.1 DHHS may, at its discretion, contract for any services required to complete this Contract and hold Contractor liable for any excess cost caused by Contractor's default.
- 9.2.2 This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- 9.2.3 DHHS' failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

10. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

- 10.1. *Data.* All data collected as a result of this project shall be the property of DHHS. If this Contract involves federal funds, the federal funding agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under this Contract, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
- 10.2. *Copyright.* Contractor shall not copyright any material produced in conjunction with the performance required under this Contract without written consent from DHHS. DHHS, and any federal funding agency (if this Contract involves federal funds), hereby reserve a royalty-free, nonexclusive, and irrevocable right, for federal or state government purposes, to reproduce, publish, or otherwise use, and to authorize others to use, the material produced in conjunction with this performance required under this Contract.
- 10.3. *Software and Patent Rights.* If this Contract involves federal funds:
- 10.3.1. All software ownership rights shall be consistent with 45 CFR § 95.617, if applicable, and with all other applicable federal law; and
- 10.3.2. All patent rights under this Contract shall be as set forth in the clause contained in 37 C.F.R. § 401.14, and consistent with all other applicable federal law.

11. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
12. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Contract to laws, rules, regulations, guidelines, directives, addenda, and attachments that set forth standards and procedures to be followed by Contractor in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text herein.
13. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
14. EARLY TERMINATION.
 - 14.1. DHHS may terminate the Contract immediately for the following reasons:
 - 14.1.1. If directed to do so by statute;
 - 14.1.2. 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;
 - 14.1.3. A trustee or receiver of Contractor or of any substantial part of Contractor's assets has been appointed by a court;
 - 14.1.4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors, or shareholders;
 - 14.1.5. An involuntary proceeding has been commenced by any party against 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) Contractor has consented, either expressly or by operation of law, to the entry of an order for relief, or (iii) Contractor has been decreed or adjudged a debtor;
 - 14.1.6. A voluntary petition has been filed by Contractor under any of the Chapters of Title 11 of the United States Code;
 - 14.1.7. Contractor intentionally discloses confidential information; or
 - 14.1.8. Contractor has or announces it will discontinue support of the deliverable.
 - 14.2. DHHS may also terminate this Contract in accord with any other provision of this Contract, as expressly stated in that provision.
 - 14.3. In the event either party terminates this Contract for any reason, Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this Contract immediately.
15. FEDERAL FINANCIAL ASSISTANCE. If this Contract involves federal funds, Contractor will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. Contractor shall not use direct federal financial assistance to engage in inherently religious activities, including but not limited to worship, religious instruction, or proselytization.
16. FEDERAL FUNDING AGENCY APPROVAL. If this Contract involves federal funds, and requires pre-approval by the federal funding agency, said approval is a condition precedent to this Contract and absent said approval, the Contract shall be considered void and unenforceable.
17. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Contract.

18. FUNDING AVAILABILITY. DHHS may terminate the Contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the Contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give Contractor written notice thirty calendar (30) days prior to the effective date of any termination. Contractor shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily performed or provided as of the termination date. In no event shall Contractor be paid for a loss of anticipated profit.
19. GOVERNING LAW.
- 19.1. Notwithstanding any other provision of this Contract, or any amendment or addenda entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and DHHS's 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 Contract must be brought in the State of Nebraska per state law; (4) the person signing this Contract on behalf of DHHS 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 Contract, if any, are entered into subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms of the Contract, including but not limited to any 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 Contract are entered into specifically subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.
- 19.2. The parties shall comply with all applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Contract.
20. INDEMNIFICATION.
- 20.1. Contractor shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the DHHS that directly and proximately contributed to the claims.
- 20.2. Contractor shall, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, DHHS gives Contractor prompt notice in writing of the claim. Contractor may not settle any infringement claim that will affect the DHHS's use of the intellectual property used in the performance of this Contract without the DHHS's prior written consent, which consent may be withheld for any reason.
- 20.2.1. If a judgment or settlement is obtained or reasonably anticipated against the DHHS's use of any intellectual property for which Contractor has indemnified DHHS, Contractor shall, at Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to DHHS to eliminate the infringement, or provide DHHS with a non-infringing substitute that provides DHHS the same functionality. At DHHS's election, the actual or anticipated judgment may be treated as a breach of warranty by Contractor, and DHHS may receive the remedies provided under this Contract.
- 20.3. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.
- 20.4. Contractor understands that the Nebraska Constitution, Article XIII, § 3, prohibits DHHS from indemnifying a private party. Any terms to the contrary set forth in any attachments included with this Contract regarding indemnification shall have no effect.

- 20.5. Notwithstanding the above, if Contractor is a constitutional officer, state agency, local governmental agency or political subdivision of the State of Nebraska, nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.
21. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. Contractor shall employ and direct such personnel as it requires to perform its obligations under this Contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Contract.
22. INTEGRATION. This written Contract, along with addenda and any attachments, represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
23. INVOICES AND PAYMENT.
- 23.1. *Invoices*. Invoices for payments submitted by Contractor shall contain sufficient detail to support payment. Any term included in Contractor's invoice shall be deemed to be solely for the convenience of the parties. No payment shall be made for any deliverable or cost unless specifically authorized in the terms of the Contract.
- 23.2. *Prompt Payment*. As applicable, payment shall be made in compliance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 et seq.
- 23.2.1. DHHS shall make payment in full for all goods delivered or services rendered on or before the forty-fifth (45th) calendar day after (a) the date of receipt by DHHS of the services or (b) the date of receipt by DHHS of the invoice for the services, whichever is later.
- 23.2.2. If DHHS is making payment for services provided for third parties, DHHS shall make payment in full for such services on or before the sixtieth (60th) calendar day after the date of receipt by DHHS of the invoice.
- 23.2.3. Unless otherwise provided herein, payment shall be made by electronic means.
- 23.3. *Automated Clearing House (ACH) Enrollment Form Requirements for Payment*. The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form: http://das.nebraska.gov/accounting/nis/address_book_info.htm
- 23.4. *Interagency Billing Transaction*. Notwithstanding the paragraph immediately above, if Contractor is a state agency, payment may be made by Interagency Billing Transaction.
24. LOBBYING.
- 24.1. As set forth in 45 CFR § 93 et seq.:
- 24.1.1. No federal appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- 24.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24.2. If this Contract involves federal funds, and if the below is consistent with the terms of the applicable federal funding source of the Contract:

- 24.2.1. No funds under this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 24.2.2. No funds under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 24.2.3. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

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

26. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

27. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

27.1. If Contractor is an individual or sole proprietorship, the following applies:

- 27.1.1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 27.1.2. If Contractor indicates on such attestation form that he or she is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements Program.

27.1.3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

28. ORDER OF PREFERENCE.

28.1. Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:

1. Amendments to the Contract with the most recently dated amendment having highest priority;
2. The Contract, with the following addenda in order of preference: DHHS General Terms – Services Contracts; DHHS HIPAA Business Associate Agreement Provisions – Services Contracts (if included); DHHS Insurance Requirements – Services Contracts.
3. Any attachments to this Contract.

28.2. These documents constitute the entirety of the Contract. 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.

29. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this Contract, Contractor shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this Contract. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 73-401 et seq.
30. RESEARCH. Contractor shall not engage in research utilizing the information obtained through the performance of this Contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this Contract.
31. SEVERABILITY. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
32. SUBCONTRACTORS. Contractor shall not subcontract any portion of this Contract without notice to DHHS. DHHS reserves the right to reject a subcontractor; such rejection shall not be arbitrary or capricious. Contractor shall ensure that all subcontractors comply with all requirements of this Contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
33. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Contract, including but not limited to the obligations in the Confidentiality section, above, shall survive the expiration or termination of this Contract.
34. TAXPAYER TRANSPARENCY ACT. Pursuant to Neb. Rev. Stat. § 84-602.04, all state contracts including, at least in part, state funds, and that are in effect as of January 1, 2014, shall be posted on a public website. All non-proprietary and non-confidential information as defined by law will be posted for public viewing. Contractor hereby waives any copyrights for any material posted with this Contract, either as an attachment, schedule, or other subpart of this Contract, to the public website.
35. TIME IS OF THE ESSENCE. Time is of the essence in this Contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of Contractor remaining to be performed.

ADDENDUM B**DHHS INSURANCE REQUIREMENTS – SERVICES CONTRACT**

1. **General Requirement.** The Contractor shall not commence work under this contract until all the insurance required herein has been obtained and a copy of the certificate of insurance compliant with this Addendum has been submitted to the Contract Manager. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that DHHS has the most current certificate of insurance throughout the life of this contract.
 - 1.1. 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.
 - 1.2. Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this addendum.
 - 1.3. Notice of cancellation of any required insurance policy must be submitted to the Contractor Manager, as set forth in the contract, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.

2. **Required 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 policy shall include DHHS, shall be primary, and any insurance or self-insurance carried by DHHS shall be considered excess and non-contributory.
 - 2.1. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Abuse & Molestation, Personal Injury and Contractual Liability coverage.
 - 2.2. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.
 - 2.3. The Contractor shall maintain this insurance at the following amounts:

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
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>	
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000
LIABILITY WAIVER	

“Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.”

3. *Required Workers’ Compensation Insurance.* If the Contractor is subject to the Nebraska Workers’ Compensation Act, 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 Contractor’s 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 Workers’ 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. This policy shall include a waiver of subrogation in favor of DHHS. The amounts of such insurance shall not be less than the following limits:

WORKERS’ COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
SUBROGATION WAIVER	
“Workers’ Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.”	

ADDENDUM C

DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SERVICES CONTRACTS

1. BUSINESS ASSOCIATE. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party in this contract, shall mean Contractor.
2. COVERED ENTITY. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this contract, shall mean DHHS.
3. HIPAA RULES. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. THE CONTRACTOR shall do the following:
 - 5.1. Not use or disclose Protected Health Information other than as permitted or required by this contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this contract. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
 - 5.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 5.3. To the extent Contractor is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 5.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - 5.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - 5.6. Within fifteen (15) days:
 - 5.6.1. Make available Protected Health Information to DHHS as necessary to satisfy DHHS’ obligations under 45 CFR § 164.524;
 - 5.6.2. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS’ obligations under 45 CFR § 164.526;
 - 5.6.3. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS’ obligations under 45 CFR § 164.528.
 - 5.7. Make its internal practices, books, and records relating to the use and disclosure of Protected

Health Information received from, or created or received by the Contractor on behalf of the DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary.

- 5.8. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

6. TERMINATION.

- 6.1. DHHS may immediately terminate this contract and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this contract.
- 6.2. Within thirty (30) days of expiration or termination of this contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS to be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this contract shall survive with respect to such Protected Health Information.
- 6.3. The obligations of the Contractor under the Termination Section shall survive the termination of this contract.

Certificate Of Completion

Envelope Id: 6DF3C1740C8E44FAAC0BEB7DEC2B3C8A	Status: Completed
Subject: Please DocuSign: DHHS Agreement #84306 O4 St. Francis FCT Pilot	
Division: Child & Family Services	
Envelope Type: Contract	
Document #: 84306 O4	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Services
Time Zone: (UTC-06:00) Central Time (US & Canada)	301 Centennial Mall S
	Lincoln, NE 68508-2529
	dhhs.servicecontractsandsubgrants@nebraska.gov
	IP Address: 164.119.63.183

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Tom Blythe
tom.blythe@st-francis.org
Chief Operating Officer
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Signature

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ID: 2f6df646-c020-45f1-b530-a1dd48e91ae7

Matthew Wallen
matthew.wall@nebraska.gov
Director
Division of Children and Family Services
Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style
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Patti Reddick
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Cheri Ott
cheri.ott@nebraska.gov
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Notary Events	Signature	Timestamp
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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