AB# 548874

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45872-04

HOME VISITATION CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT AND

SAINT FRANCIS MEDICAL CENTER

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT** (hereinafter "DHHS"), and **SAINT FRANCIS MEDICAL CENTER** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is for the provision of Home Visitation to the children, families and youth of the State of Nebraska.

I. TERM AND TERMINATION

A. TERM. This contract is in effect from July 1, 2010 until June 30, 2011.

B. 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. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

A. DHHS agrees to pay the Contractor the total amount not to exceed $78,000 (seventy eight thousand dollars) for the services specified herein.

B. PAYMENT STRUCTURE
DHHS agrees to pay the Contractor up to $6500 per month or up to $19,500 per quarter.
1. Payments will be made upon the submittal of a request for payment by the Contractor. The request must including narrative detailing expenditures for each bill submitted.
2. The Contractor agrees to service between 70-91families per year.
3. DHHS agrees to pay the Contractor at a rate of $162.00 for skilled visits with families and $81.00 for educational visit with families.

4. DHHS reserves the right to withhold payment until required reports are received.
5. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this Contract without prior approval and agreement of DHHS.
6. The Contractor agrees not to accept payment from the family of the child unless an established part of the case plan includes a fee for services.
7. Billing Procedure: The Contractor is expected to submit billing documents no less frequently than ninety (90) days after completion of services.
8. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid.
9. The Contractor understands and agrees that this Contract does not guarantee that such services will be requested by DHHS. Furthermore, the Contractor understands and agrees that no minimum number of referrals from DHHS will be expected.

III. SCOPE OF SERVICES

A. The Contractor agrees to perform the following services:
   1. Provide services to at risk children, ages 0 – 5 years targeted, but not limited to, identified by the Division of Children and Family Services and other referral sources utilizing an evidenced-based or promising practice model. Target family populations include, but are not limited to, teenage parents, single mothers, families with low birth weight infants, parents investigated for child maltreatment, parents with alcohol, drug, or mental health problems, and other at risk populations.
   2. Define a comprehensive parent support system for each family served as evidenced by inclusion of fathers in services.
   3. Focus primarily on prevention of child abuse and neglect by addressing and working with parents to improve parenting skills and provide opportunity for social-emotional and cognitive development, and meet the physical and mental health of their child(ren).
   4. Comply with all the requirements of the evidenced-based model approved by DHHS.
   5. Families to be visited will be those identified by CFS and other referral sources with priority given first to families involved in the Child Welfare system.
   6. Provide a presentation semi-annually regarding the promotion of prevention services within the system of care to the community served in order to educate, raise awareness and provide materials to families, child care providers, and the other interested members of the community in at least two separate locations throughout the identified geographical area targeted for services by the Contractor.

   7. ADMINISTRATIVE STANDARDS
      a. Performance Accountability
         The Contractor agrees be held accountable for the services they provide. Data on provider performance on the outcome measures described below

will be posted on the Internet as part of DHHS's position to be transparent and accountable. The Contractor will provide a report indicating program effectiveness based on the following outcome measures.

b. Federal Outcome: Children are safely maintained in their own homes when possible and appropriate.
   1. Services to families to protect child(ren) in their own homes and to prevent removal.
      a) 98% of children/families served will have no substantiated report of abuse or neglect while Home Visitation services are being implemented.
      b) 90% of cases with no child being removed from the home and placed in out of home care during the period of time Home Visitation services are being provided.
      c) 90% of cases where no child who received Home Visitation services entered out of home care within 12 months of discharge from the Home Visitation program.
   2. Families have enhanced capacity to provide for children's needs
      a) 95% of cases with no substantiated reports of abuse and neglect within 12 months of discharge from the Home Visitation program.
   3. Children receive services to meet their physical needs.
      a) 100% of cases where the child is current on medical treatment.
      b) 100% of cases where the child is up to date on immunizations.
   4. Children receive services to meet their educational needs.
      a) 90% of children who do not meet age-appropriate developmental milestones are referred to appropriate services to meet their needs (i.e. Early Childhood Development Network, etc.)

c. Federal Outcome: Timeliness and Permanency of Reunification
   1. 69.9% or more of children will be reunified with their parents within 12 months of their most recent entry into out-of-home care.
   2. 39.4% or more of children will be reunified with their parents within 12 months of their first entry into out-of-home care.
   3. Median months in care will be less than 6.5.
   4. 15% or less of children will reenter out-of-home care in less than 12 months of discharge.
      a) Additional outcome measures will be added based upon mutual agreement of all the Contractors for Home Visitation Services and DHHS.

d. Staff Standards:
   1. Background Checks:
      a) The Contractor agrees to conduct a National Criminal History Check on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract.
      b) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable

that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:

i. The Sex Offender Registry maintained by the Nebraska State Patrol.
ii. The Nebraska Child abuse and Neglect Central Register.
iii. The Nebraska Adult Abuse and Neglect Central Register.

c) The Contractor shall complete the initial background checks before the individual has direct contact with any youth in the performance of this Contract. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

d) The Contractor agrees to perform out-of-state background checks on all newly hired employees, interns, and volunteers who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

e) Current Employees—The Contractor shall complete background checks every two (2) years for all current program employees. If a current program employee resided in a state other than Nebraska, and that state does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a national, state and local criminal background check. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

f) All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

e. Staff Qualifications: The Contractor must ensure that all staff maintains credentials applicable to the Home Visitation Model approved. The Contractor must ensure that all clinical staff utilized in the delivery of services meet the licensing standards required by the State of Nebraska Divisions of Medicaid and Long Term Care and Public Health. The Contractor must ensure that all Family Partners/Family Service Workers utilized in the

delivery of services have a minimum of a bachelor's degree in a human services field.

f. Staff Training: Staff must be trained on issues affecting pregnancy, neo-natal care, post partum depression and other pertinent medical concerns affecting pregnancy and delivery, as well as trained and knowledgeable in early childhood development or early childhood mental health.

g. Supervisor Qualifications: The Contractor must ensure that the direct supervisor of family partner/family service worker staff providing services in the delivery of this contract has a minimum of a bachelor level degree and at least five (5) years of experience in providing community based services to children and families. All registered nurses providing services under the terms of this Contract must be licensed to practice in the State of Nebraska and be in good standing with the State of Nebraska Division of Public Health.

h. Staff Equivalency Determination Process: The Contractor may petition DHHS, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standards set forth in this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:
   1. The name of the potential employee who is the subject of the petition;
   2. A reference to the Contract's employment qualifications and standards to be reviewed;
   3. A statement from the Contractor, which sets forth its basis for believing that the potential employee meets the Contract's employment qualifications and standards; and
   4. Supporting documentation for how the potential employee meets the employment qualifications and standards. Each Equivalent Qualifications and Standards petition shall be evaluated on a case by case basis. The request shall be submitted to the Service Area Contract Liaison or designee for approval. DHHS shall issue its determination, in writing, within forty-five (45) days of the receipt of the petition.

i. Additional Contractor's Responsibilities:
   Home Visitation Services are provided by utilization of an evidenced based or promising practice model approved by DHHS prior to implementation.
   1. Voluntary prenatal home visits include:
      a) Assisting families in establishing a medical home (one primarily care entity) for mother and child;
      b) Assisting families in identifying informal support networks
      c) Providing referrals to community resources as necessary; and
      d) Providing information on prenatal health, newborn care, and child development including developmental guidance.

e)

2. Voluntary newborn visits available for the first five years of the child's life that include the following components:
   a) Guiding families through developmental curricula;
   b) Assisting families in establishing a medical home;
   c) Assisting families in identifying informal support networks;
   d) Providing referrals to community resources as necessary;
   e) Providing developmental guidance to families and caregivers;
   f) Increased parenting skills to keep children safe and meet their needs; and
   g) Determining if families have been referred to Nebraska Medicaid

j. Required Reports:
   1. The Contractor shall provide Quarterly progress reports, expense and data reports to DHHS.
   2. The Contractor shall provide monthly, quarterly and annual program reports describing progress made by family/person toward completing activities, problems encountered, resources extended.
   3. The Contractor will provide quarterly and annual program evaluation reports. Content of these reports shall include:
      a) An executive summary of the overall findings of the report, e.g., total number of families served, type of services provided and outcomes achieved.
      b) An analytical section which includes highlights of strategic partnerships, referral sources, number of referrals received, and actual intakes into the program made during the month, quarter, and/or year.
      c) A demographic section which includes the number of employees of the program, the experience and professional background of these employees, the number of employees in key activity areas, the employee turn-over rate, and the activities to assure employee fidelity with the proposed model.
      d) A data section including an introduction explaining the methodology used to gather the data and any cautions or caveats concerning how the data should be used or interpreted. The data to be collected and the format in which it will be presented will be mutually determined by DHHS and the Contractor.
      e) Reports must be sent to Shirley Pickens White; Nebraska Department of Health and Human Services; Division of Children and Family Services; 301 Centennial Mall South; PO BOX 95026, Lincoln NE 68509-5026.
      Quarterly reports will be due no later than 30 days after the end of the quarter.
      The first quarterly report will be due October 30, 2010
      The second quarterly report will be due January 30, 2011
      The third quarterly report will be due April 30, 2011

4. The Annual Report will be due July 15, 2011.
5. Other special reports may be requested by DHHS as mutually agreed upon by both parties.
6. Should the Contractor be more than thirty (30) days delinquent in submitting the required report, the Contractor will pay DHHS 10% of the previous quarter's total receipts from DHHS. The Contractor will continue to pay such amount every calendar month until such time as the required report is submitted.
7. Should the Contractor not meet the performance identified within the performance measures, the Contractor will pay DHHS 1% of the annual amount paid to the Contractor for the services provided under the scope of this contract for each measure that is not being met.

B. Department Responsibilities

DHHS shall be responsible for the following:

1. Making payment in conformance with the Nebraska Prompt Payment Act after the provision of care, the submission of billing, and the submission of required reports.
2. Making referrals to the program; however, there is no guarantee of a minimum number of referrals or of any referrals whatsoever.
3. Discussing with Contractors other acceptable referral sources, if referrals are low and if the Contractor has additional capacity.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

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 at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. 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. All records shall be maintained in accordance with generally accepted business practices.

2. The Contractor shall provide DHHS any and all written communications received by the 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 (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance.* The 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 the

Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.

3. The 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. In addition to, and in no way in limitation of any obligation in this contract, the 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.

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

C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; 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 contract. The Contractor shall insert this provision in all subcontracts.

D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation 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.

E. ASSURANCE. If DHHS in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continues to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.

F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the

Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

G. CONFIDENTIALITY. 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, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.

I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.

J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the 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.

L. 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.

M. 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.

N. 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 the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

O. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.

P. HOLD HARMLESS.

1. The Contractor shall defend, indemnity, hold, and save harmless the State of Nebraska 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 the State of Nebraska, 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, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. 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.

Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. The 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.

R. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.

S. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

T. 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.

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/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

U. NEBRASKA TECHNOLOGY ACCESS STANDARDS.
The Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the 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.

V. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The 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.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

W. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

ACH Enrollment Form Requirements for Payment
"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to 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://www.das.state.ne.us/accounting/nis/address_book_info.htm

X. 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 clause 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.

Y. RESEARCH. The 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.

Z. 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 and conditions 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.

AA. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The 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.

BB. 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 the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:
Shirley Pickens White
NDHSS
PO Box 95026
Lincoln, NE 68509
402-471-9196

FOR CONTRACTOR:
Marjorie Jones
St Francis Medical
PO Box 9804
Grand Island, NE 68802
308-398-2601

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:

Todd L Reckling

Signature

Todd L. Reckling, Director
Division of Children and Family Services
Department of Health and Human Services

DATE: 06/15/2010

FOR CONTRACTOR:

Signature

HealthConnect at Home

~~Francine Sparby, VP of Nursing~~
~~St. Francis Medical Center~~

DATE: 04/20/2010