NB# 4273517

54858-04

HOME STUDY CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF CHILDREN AND FAMILY SERVICES CENTRAL SERVICE AREA AND

Building Blocks for Community Enrichment

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES CENTRAL SERVICE AREA** (hereinafter "DHHS"), and **Building Blocks for Community Enrichment, P O Box 147, O'Neill, Nebraska 68763** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is completion of written home studies for ICPC cases.

I. TERM AND TERMINATION

A. TERM. This contract is in effect from December 6, 2012 until June 30, 2013.

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. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed **$1550.00** (one thousand five hundred fifty dollars) for the services specified herein.

B. PAYMENT STRUCTURE. Payment shall be structured as follows:
1. **$550.00** per original, completed, written home study. An additional **$50** will be paid for each home study completed in 20 days or less from the date of receipt of referral. (An extension may be approved in accordance with section II, B.)
2. $**250.00** per update or addendum to a home study previously written and submitted to the Department. An additional **$50** will be paid for each home study update completed in 20 days or less from the date of receipt of referral. (An extension may be approved in accordance with section II, B.)

3. The Department agrees to pay the Contractor for transportation or travel outside of a 25 mile radius from the Contractor's home office to the home of the home study applicant for purposes of completing an original home study or an update/addendum. (The 25-mile radius shall be from the Contractor's local office site or the Contractor's home, if they are traveling from home, whichever is closer to the Applicant's home.) If more than two interviews are required to complete the original home study or more than one interview is required to complete an update/addendum in the home of the Applicant, the Contractor must receive prior approval for additional mileage from the Service Area Contract Monitor. Failure to request prior approval will result in non-payment for the mileage for additional interviews. The rate of reimbursement shall be in accordance with the State of Nebraska's travel expense policies, which are in effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manual.
4. $**20.00** per hour up to a maximum of five (5) hours spent in the process of completing a home study for which the request is withdrawn. The Contractor must provide written documentation of time spent to the Department with the billing statement.
5. **$20.00** per hour for a maximum of five (5) hours per case for time spent testifying in court, or waiting to testify, when issued a subpoena by the court and not reimbursed by the court. The Contractor must provide a copy of the subpoena and written documentation to the Department with the billing statement, justifying the time spent.

6. The Department further agrees to make payment in conformance with the Nebraska Prompt Payment Act after the provision of service, submission of required report and billing documents.

7. The Department reserves the right to withhold payment until all reports are received.

8. The Contractor is responsible for any and all costs associated with the productions and delivery of reports. No other charges may be submitted under the terms of this Contract without prior approval and agreement of the Department.

9. Billing Procedure: The Contractor is expected to submit the Department provided billing documents (attachment C) within (90) days of the provision of service. 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.

10. Request for Services Not Guaranteed: The Contractor understands and agrees that this Contract does not guarantee that such services will be requested by the Department. Furthermore, the Contractor understands and agrees that no minimum number of home studies will be assigned.

C. 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://www.das.state.ne.us/accounting/nis/address_book_info.htm

III. SCOPE OF SERVICES

A. The Contractor shall do the following:

1. Complete written home study on families, (hereinafter the "Applicant") referred by the Department who are being considered for placement of Nebraska State Wards or for the placement of State Wards through the Interstate Compact Program, according to the format provided in Attachment A, attached hereto and hereby incorporated by this reference.

2. Initiate contact with the Applicant within two calendar days of receipt of the referral.

3. Complete a minimum of two face-to-face interviews in the Applicant's home to complete an original home study. Exceptions can be made regarding the location or type of second interview if unusual circumstances exist, with the approval of the contract liaison. One face-to-face interview in the Applicant's home is required to complete an update/addendum. The Contractor will interview all Applicants, their children and other persons living in the home and will submit a written report to the Service Area Contract Liaison within twenty (20) calendar days of receiving a referral. Interstate Compact on the Placement of Children (ICPC) priority placement requests must be completed within twenty (20) calendar days from the date of receipt of the referral.

4. Submit the completed home study electronically via the Department's Secure Information Exchange System as directed by the Department for inclusion on the Department's NFOCUS System.

5. If the Contractor is unable to meet the timelines required set forth above, the Contractor must complete and submit a request for an extension beyond the designated time frame, to the Service Area Contract Liaison in writing no later than seven (7) days before the home study is due to be completed. The Department will consider such a request only if one of the following apply:

   a. The home study could not be completed solely because the results of the national criminal history check on the Applicant were not available; or

b. The Applicant has not been available for necessary appointments and contacts despite reasonable efforts by the Contractor to meet the Applicant's schedule; or
c. The Applicant has a family or medical emergency or there is some natural disaster.
d. The Contractor shall submit documentation to substantiate parts 1, 2 and 3 listed above.

B. Administrative Standards:
1. Required Reports. A written home study, in the format provided and approved by the Department.

C. Contractor Standards:
1. Background Checks
a. The Contractor agrees to allow the Department to conduct background checks on the Contractor, and its employees, interns or volunteers who may have contact with the Applicant or his/her family during the course of providing services as outlined in the performance of this Contract. The Contractor shall provide the Department with sufficient information to conduct such background checks including the following:
i. Signed Release of Information
ii. Name
iii. Social Security Number
iv. Address(s) for the most recent 5 years
b. These Background checks will at a minimum, include:
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
iv. Local Law Enforcement
c. The Contractor agrees that neither it, nor its employees, interns or volunteers shall have contact with an Applicant or his/her family prior to completion of a background check by the Department. If a background check on that individual results in finding an entry as a perpetrator on any of the registries referenced in b) i, ii, iii, or a current charge, indictment or conviction of a crime listed in Attachment D, The Contractor shall not allow that individual to have direct contract with an Applicant or his/her family.
d. In the event that the Contractor's personal background check results in finding an entry as a perpetrator on any of the registries referenced in b) I, ii, iii, or a current charge, indictment or conviction of a crime listed in Attachment D, the Department may immediately terminate this Contract. Register; or an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor agrees that the Department shall complete a criminal background check in the cities, counties, and states of previous residence.

D. Qualifications: At the request of the Department, the Contractor must provide the following documentation to the Contract Liaison for its employees, volunteers, interns who will be conducting the home study:

1. A current resume' documenting a Bachelor's Degree or higher in a human services or related field and at least two years full-time employment in a human services or related field. Experience may substituted for education with written permission from the Department.
2. Three positive letters of reference.

E. Overpayments: Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor shall notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the rights to recover any and all amounts overpaid. The Department shall offset overpaid amounts by withholding or reducing future payments.

F. Insurance: The Contractor shall maintain the following types of insurance for the duties performed under this Contract:
1. General liability,
2. Worker Compensation,as required by Nebraska law,
3. Automobile, both non-owned and hired car,
4. Professional liability,
5. Errors and Omissions, if applicable to the duties performed under this Contract, and,
6. Premises and Property.

The Contractor shall provide to the Department within thirty (30) days of execution of this Contract a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the Service Area Contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the canceled policy(s), to ensure there is no break in coverage.

G. Release Of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newsletters etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.

H. Results Based Accountability:
DHHS will be using this contract year (FY'13) to provide the foundation for Results Based Accountability for all DHHS contracts. The goal is to use this FY to develop the points below so that when contracts are being prepared for FY'14, all the performance measures and reporting strategies are in place.

DHHS and Leisa Rowe will:

1. Negotiate performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;
2. Develop and adopt continuous improvement strategies for services performed and outlined in this contract;
3. Simplify and make efficient the performance reporting requirements;
4. Develop schedule for desk audit/field audit over the contract year; and
5. Develop regular feedback loop with contractor for ideas to improve the system and discuss what DHHS and the Contractor can do collaboratively to improve the overall system.

All 5 Results Based Accountability expectations will be completed no later than 60 days prior to the FY'14 renewal process.

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 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.

5. The above provisions shall survive termination of the contract.

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 continue 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. FEDERAL FINANCIAL ASSISTANCE. The Contractor will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

N. 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.

O. 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.

P. 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.

Q. HOLD HARMLESS.

1. The Contractor shall defend, indemnify, 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.

3. The above provisions shall survive termination of the contract.

R. 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.

S. 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.

T. 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.

U. LOBBYING.

1. No Federal appropriated funds shall be paid, by or on behalf of the 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.

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, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

V. 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

W. 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.

X. 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 US 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.

Y. 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. This provision shall survive termination of the contract.

Z. 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. This provision shall survive termination of the contract.

AA. 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.

BB. 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.

CC. 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:

Jean Seely
Dept of Health & Human Services
P O Box 2440
Grand Island, NE 68802
308-385-6170

FOR CONTRACTOR:

Building Blocks
P O Box 147
O'Neill, Nebraska 68763
402-336-4841

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:

Kathleen M Stolz

Kathleen Stolz
Central Service Area Administrator
Department of Health and Human Services
Division of Children & Family Services

DATE: 12-6-12

FOR CONTRACTOR:

Jacqueline E Meyer

DATE: 12-11-2012