AB# 54443a

65760-26
54946-04

WRAPAROUND SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND

REGION 6 BEHAVIORAL HEALTH AUTHORITY

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **REGION 6 BEHAVIORAL HEALTH AUTHORITY** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is to provide wraparound supports and connect families to existing community-based services to safely maintain children within the home and increase family stability to: a) Families that are assessed by DHHS or it's designee as High or Very High Risk on the Structured Decision Making Assessment, without immediate safety threats, and b) Families involved with the Child Welfare System due to significant behavioral health needs of the child/youth.

I. TERM AND TERMINATION

A. TERM. This contract is in effect from November 27, 2012 until December15, 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 $805,752.78 (Eight hundred five thousand seven hundred fifty two dollars and seventy eight cents) for the services specified herein.

B. PAYMENT STRUCTURE. Payment shall be structured as follows:
   1. DHHS agrees to pay the Contractor for expenses of building capacity for expansion of the Professional Partner Program. These capacity development expenses must be directly related to Professional Partner Program and must be prior approved by DHHS. All expenses for developing Professional Partner Program capacity must be submitted, along with a copy of the paid receipt no later than May 1, 2013 to Shirley Pickens White; Nebraska Department of Health

and Human Services; Division of Children and Family Services; PO Box 95026, Lincoln NE 68509-5026.

2. DHHS agrees to pay the Contractor at a case rate of $804.11 per month for each family served, monthly payments not to exceed $67,146.00.
3. DHHS agrees to pay the Contractor at a prorated case rate per month per family based on an annualized prorated daily rate for services rendered.
4. The Contractor will submit a monthly invoice no later than the 15th day of the month following the month service was delivered. Contractor shall submit the monthly invoice using the template provided (Attachment 1) to person and address listed under Notices in this Contract. A copy of the invoice shall also be submitted to Shirley Pickens White; Nebraska Department of Health and Human Services; Division of Children and Family Services; PO Box 95026, Lincoln NE 68509-5026. The monthly invoice can be submitted electronically or via regular mail.

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. Provide strength-based, need-driven, and outcome-focused wraparound supports to assist with the goal of safely maintaining children in the family home and enhancing family stability.
   a. Based on available funding identified in II.A., maintain capacity to provide services to families referred.
   b. Respond to referrals from Children and Family Services Case Manager by making initial contact with the family within 10 calendar days of referral date.
   c. Identify at the direction of the family, individuals in the community who will serve on the wraparound family team.
   d. Develop an Individualized Family Service Plan (IFSP) utilizing Structured Decision Making information and based upon the person's/ family's strengths and needs with the wraparound family team members within 30 days of admission. The plan must be actively reviewed with the family team members, no less than once every ninety (90) days.
   e. Ensure appropriate and accurate documentation and record keeping of service provision for every family served.
   f. Develop a transition plan for families from the program within 30 days prior to discharge date. The plan must be developed by the wraparound family team. A copy of the plan must be submitted to the family and CFS case manager prior to discharge.
   g. Complete all reports as outlined in Section C-Required Reports.

2. Must provide services while in the process of expanding/developing additional PPP capacity.

B. ADMINISTRATIVE STANDARDS

1. The Contractor agrees to work with the Service Area Administrator to develop a clear process for referrals.
2. The Contractor agrees to be held accountable for services within this contract and shall collaborate with DHHS in order to provide data on the following measures:
   a. % of families who were diverted from formal involvement with CFS (court and non-court) at 90 days post discharge Professional Partner Program.
   b. % of families who were diverted from formal involvement with CFS (court and non-court) at 180 days post discharge.
   c. % of families who have CFS formal system involvement at 90 days post discharge Professional Partner Program.
   d. % of families who have CFS formal system involvement at 180 days post discharge.

C. REQUIRED REPORTS:

1. The Contractor shall provide the following reports:
   a. A monthly family-specific report that describes the family's strengths, the family's progress toward achieving the agreed upon goals the services and/or supports needed by the family and the family's level of engagement (utilization) with services and supports. This report is due to the referring case manager by the 10th of each month. For closed cases, this monthly family-specific report should be substituted with a discharge plan which summarizes progress made with achieving the agreed upon goals and recommendations for on-going supports.
   b. A program report that includes the following information: Total number of referrals received, total number of referrals activated and not activated, total number of current active cases, total number of closed cases, number of closed cases identified as successful completion and number and explanation of closed cases not identified as successful completion, i.e. family moved with no known address, family refused to participate and suggested strategies to improve overall delivery of service. This program report should also include data on the measures identified in Section B-Administrative Standards of this Contract. The program report is due:

      For families served in November, December and January-Due February 15, 2013.

      For families served in February, March and April-Due May 15, 2013.

      For families served in May, June and July-Due August 15, 2013.

      For families served in August, September and October-Due November 15, 2013.

      For families served in November and December-Due January 15, 2013.

   Program reports should be submitted to the Service Area Administrator at the address listed under Notices in this Contract and to Shirley Pickens White;

Nebraska Department of Health and Human Services; Division of Children and Family Services; PO Box 95026, Lincoln NE 68509-5026.

D. DHHS shall do the following:
1. Review all reports received from Contractor.
2. Collaborate with Region to review data in order to determine CFS involvement or no CFS involvement post Professional Partner Program.
3. Contract monitoring and facilitate consistent discussion to identify strategies to improve the overall delivery of the Professional Partner Program to CFS prioritized families.

E. RESULTS BASED ACCOUNTABILITY

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

The Department and Region 6 Behavioral Health Authority 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 the Department and 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 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.

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. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Contractor shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations. Audit requirements are dependent on the total amount of federal funds expended by the Contractor, set in the table below and Attachment 1, Audit Requirement Certification which is true and correct. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditures	Audit Type
$100,000 to 499,000	*Financial Statement Audit*
500,000 or more in federal expenditures	*A-133 audit*

J. 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.

K. 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.

L. 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.

M. 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.

N. FEDERAL FINANCIAL ASSISTANCE. The Contractor shall 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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

X. NEBRASKA TECHNOLOGY ACCESS STANDARDS.
The Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.ne.gov/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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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:
Tony Green
NE Department of Health & Human Services

FOR CONTRACTOR:
Patricia E. Jurjevich
Region 6 Behavioral Healthcare

1313 Farnam St. Omaha State Office Bldg.
Omaha, NE 68102
(402) 595-2880

3801 Harney Street
Omaha, NE 68131-3811
Phone: (402) 444-6573

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:

Kerry T. Winterer
Chief Executive Officer
Department of Health and Human Services

DATE: 1/25/2013

FOR CONTRACTOR:

Mary Ann Borgeson
Region 6 Governing Board, Chair
Region 6 Behavioral Health Authority

DATE: 1/15/2013

INVOICE

Date: _____

Region: _____

Service Type: _____

For the Month of_____

FAMILY NAME	REFERRAL DATE	NUMBER OF DAYS SERVICES RENDERED DURING THE MONTH	AMOUNT (PRO-RATED OR FULL MONTH)
		Total	

Submitted by_____ Date_____

Regional Administrator's Signature

Please submit by the 15th of every month to the Service Area Administrator and to Shirley Pickens White; Nebraska Department of Health and Human Services; Division of Children and Family Services; PO Box 95026, Lincoln NE 68509-5026.