

AB#
514

65664-03
55583-04

SERVICE AGREEMENT

BETWEEN THE

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

**The Board of Regents of the University of Nebraska on behalf of
the University of Nebraska at Omaha,
Nebraska Business Development Center**

This agreement is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and the Board of Regents of the University of Nebraska on behalf of the University of Nebraska at Omaha, and its Nebraska Business Development Center, (hereinafter "University").

PURPOSE. The purpose of this agreement is for University to provide Five (5) day sessions of Business Analyst training titled "Core Principles for Business Analysts" (2 days) and "Requirements Elicitation Methods and Models" (3 days).

I. TERM AND TERMINATION

- A. TERM. This agreement is in effect from September 1, 2012 until January 31, 2013.
- B. TERMINATION. This agreement 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 "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the University 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 agrees to pay the University a total amount not to exceed \$12,000 (twelve thousand dollars) for the services specified herein.
- B. PAYMENT STRUCTURE: Payment shall be structured as follows: Payment upon invoice at completion of training.

C. PROMPT PAYMENT.

1. Payment shall be made in compliance with the Nebraska Prompt Payment Act, REV. STAT. §81-2401 through 81-2408. DHHS may request that payment be made by electronic means instead of by State Warrant.

III. SCOPE OF SERVICES

The University agrees to perform the following services:

- A. The University shall do the following: Provide five (5) days on onsite training for Business Analyst covering the following topics: Core Principles for Business Analysis (2 days) and Requirements Elicitation Methods and Models (3 days). The training will follow the developed curriculum with adjustments to match the Department's work environment. All participant handouts and materials will be provided by the University.

IV. DHHS RESPONSIBILITIES

DHHS shall be responsible for the following:

- A. DHHS shall do the following: Conduct an advance meeting to discuss the Department's work environment and work processes; provide advance materials regarding the current Business Analysis work environment and work processes; provide location and attendees for the training.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

All University books, records, and documents relating to work performed or monies received under this agreement shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. These records shall be maintained for a period of three (3) years; provided however, records that fall under the provisions of HIPAA shall be maintained for six (6) full years, from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in this agreement, the University shall agree that it will be held liable for audit exceptions, and shall return to DHHS all payments made under this agreement for which an exception has been taken or which has been disallowed because of such an exception. The University agrees to correct immediately any material weakness or condition reported to DHHS in the course of an audit. This provision shall survive termination of this agreement.

- B. AMENDMENT. This contract may be modified only by written amendment, duly 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 hereto. Every amendment shall specify the date on which its provisions shall be effective.
- C. ASSIGNMENT. The University 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 agreement.
- D. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, DHHS cannot guarantee the continued availability of funding for this agreement notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the agreement or reduce the consideration upon notice in writing to the University. DHHS shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed and all non-cancelable commitments incurred prior to the said effective date. In the event of a reduction in consideration, the University may terminate this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to DHHS.
- E. BREACH OF CONTRACT.
1. Should the University breach this agreement, DHHS may, at its discretion, exercised in good faith, suspend performance under this agreement immediately upon written notice to the University. Should DHHS exercise its right to suspend performance as set forth herein, the University shall be afforded a reasonable opportunity, not to exceed 30 days, to cure or otherwise resolve the breach. If the University does not cure the breach within the timeframe specified by DHHS, DHHS may terminate the agreement immediately. In the event DHHS suspends performance or terminates this agreement, DHHS shall pay the University only for such performance as has been properly completed prior to notice of suspension or termination.
 2. In the event DHHS terminates this agreement, the University shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this agreement immediately. This provision shall not preclude the pursuit of other remedies for breach of contract allowed by law.
 3. The waiver by either party of a breach of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the party.

- F. CONFIDENTIALITY. The University agrees that any and all information gathered in the performance of this agreement, 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 unless otherwise expressly required by law, provided, that contrary agreement provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this agreement.
- G. CONFLICTS OF INTEREST. In the performance of this agreement, the University agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the University will notify DHHS of any such instances encountered in the course of its work that other arrangements can be made to complete the work. The University further agrees to abide by University of Nebraska Board of Regents Bylaws 3.4.5 and 3.8 and Board of Regents Policy 3.2.8 on Conflict of Interest.
- H. DATA OWNERSHIP AND COPYRIGHT.
1. All data collected as a result of this project shall be the property of DHHS. The University may copyright any of the copyrightable material produced in conjunction with the performance required under this agreement. DHHS and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. The University will have the right to submit a written request for release of data of relevance to academic publications or other research conducted by the University, and DHHS will make a written response to such request. 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 agreement.
 2. DHHS agrees that all inventions or discoveries of any new and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereof, produced by the University based upon said data shall be the property of the University.
 3. When the services performed under this agreement are complete, or DHHS has made the information available to the public, the University will no longer be obligated to obtain DHHS authorization, pursuant to subsection 1 of this Data Ownership and Copyright provision, for use of the data developed in conjunction with this agreement. Notwithstanding the foregoing, the University may not release any data or information that has been identified by DHHS as being, or that the University is otherwise aware is, subject to provisions governing disclosure under federal or state law, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) 42 U.S.C. §§ 201 et seq.; and NEB. REV. STAT. § 84-712.05 unless the University has prior written authorization from DHHS. This provision shall survive termination of this agreement.

- I. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The University 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.
- J. DOCUMENTS INCORPORATED BY REFERENCE. All references in this agreement to laws, rules, regulations, guidelines, directives, policies, and attachments which set forth standards and procedures to be followed by the University in discharging its obligations under this agreement shall be deemed incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full text, herein.
- K. DRUG-FREE WORKPLACE. The University hereby assures DHHS that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to DHHS on request.
- L. FEDERAL FINANCIAL ASSISTANCE. The University agrees that its performance under this agreement will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The University further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- 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 agreement 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 agreement. 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 agreement 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 agreement.
- N. HOLD HARMLESS. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- O. INDEPENDENT AGENCIES. The University and DHHS are separate State agencies within the State of Nebraska. As an independent agency, the University shall employ and direct such personnel as it requires to perform its obligations under this agreement, 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 agreement.

P. INTEGRATION. This written agreement 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 agreement.

Q. LOBBYING.

1. If the University receives federal funds through DHHS, for full or partial payment under this agreement, then no federal appropriated funds will be paid, by or on behalf of the University, 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 agreement 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 agreement, the University shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

R. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The University agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities. Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at <http://www.nitc.ne.gov/standards/accessibility/tacfinal.html>.

S. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The University 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 University subcontracts to an individual or sole proprietorship, the following applies:

1. The University or the subcontractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 2. If an individual indicates on such attestation form that he or she is a qualified alien, the University and subcontractor agree 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 University and subcontractor understands and agrees that lawful presence in the United States is required and the University and the subcontractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.
- T. NON-DISCRIMINATION. The parties agree to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The parties agree that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the party. The University further agrees to insert similar provisions in all sub-contracts for services allowed under this agreement under any program or activity.
- U. PROMPT PAYMENT. Payment will be made in conjunction with the Prompt Payment Act of the State of Nebraska. DHHS may request that payment be made electronically instead of by State warrant.
- V. 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.
- W. SUBCONTRACTORS. The University agrees that subcontractors will not be utilized in the performance of this agreement unless the University has obtained prior written authorization for the use of subcontractors from DHHS. If the University subcontracts a portion of the work involved in this agreement and has obtained approval for such subcontracting, it shall ensure that the subcontractor complies 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 agreement

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

FOR DHHS:

Doug Beran
Department of Health and Human Services

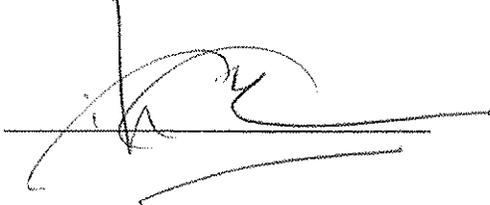
301 Centennial Mall South, 3rd Floor
Lincoln, NE 68509
(402) 471-0729

FOR THE UNIVERSITY:

Julie Totten
Associate Vice Chancellor for Business
and Finance
6001 Dodge St., EAB209
Omaha, NE 68182
(402) 554-2322

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

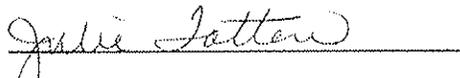
FOR DHHS:



Department of Health and Human Services
Children and Family Services Division

DATE: 3-29-2013

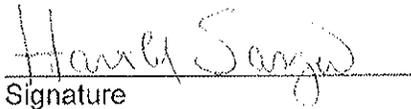
FOR THE BOARD OF REGENTS
UNIVERSITY OF NEBRASKA:



Julie Totten
Associate Vice Chancellor for Business
and Finance
University of Nebraska at Omaha

DATE: 3/21/2013

Read and Understood By:


Signature

Harold Sargus
UNO Project Director
University of Nebraska at Omaha