

**Standard Contract**  
Between  
Boys and Girls Home of Nebraska, Inc.  
And

---

NAME OF PROVIDER

**Introduction**

This Standard Contract herein referred to as "Contract" between Boys and Girls Home of Nebraska, Inc., hereinafter referred to as "Boys and Girls Home" and \_\_\_\_\_ (NAME OF PROVIDER), hereinafter referred to as "Subcontractor" establishes the relationships between the aforementioned agencies regarding provision of services related to the Nebraska Department of Health and Human Services, Children and Family Services, hereinafter referred to as "Department" contract for Service Coordination and Service Provision for Child Welfare and Juvenile Services, hereinafter referred to as "Standard Contract". The purpose of this Contract is to establish rights, roles and responsibilities between Boys and Girls Home and Subcontractor related to this Agreement.

**Agreement to enter into the Standard Contract**

Whereas, Boys and Girls Home has contracted with the Nebraska Department of Health and Human Services to provide Service Coordination and Service Provision for Child Welfare and Juvenile Service in the State of Nebraska for the period of November 1, 2009 until June 30, 2014.

Whereas, Boys and Girls Home contract with the Department provides services in the Western, Central and Northern Service Areas, geographic areas as identified by the Department.

Whereas, Subcontractor desires to enter into an agreement, for the purpose of providing assigned service provision within the array of the Child Welfare and Juvenile Services contract.

Now therefore, in consideration of the mutual agreements, understanding, and undertaking, Boys and Girls Home and Subcontractor agree to the following:

**Article I. Parties and Services**

Boys and Girls Home desires to contract with Subcontractor for Service pursuant to the Services Coordination Service Provision for Child Welfare and Juvenile Service Master Contract between Boys and Girls Home and the Department, which is incorporated by reference;

Specifically, Subcontractor agrees to provide the services marked on Attachment A and further described in detail in Attachment B, respective of the service conducted and geographic area served.

## **Article II. Definitions**

Client(s): Children and families served by Boys and Girls Home and/or Subcontractor under this Agreement.

Agreement Terms: The period of time beginning with the effective date of this Agreement and ending upon the expiration date of the last renewal period (if any) of this agreement or upon the termination of this Agreement by either side as set forth in Article III;

Master Contract: The Service Coordination and Service Provision for Child Welfare and Juvenile Services between the Nebraska Department of Health and Human Services and Boys and Girls Home.

Operations Manual: The Operations Manual is an attachment to the Master Contract and may be updated without an amendment to the contract as described within the Operations Manual. The purpose of the Operations Manual is to outline specific processes and procedures. The Operations Manual is intended to support the Master Contract outcomes and principles of (1) Safety; (2) Permanency, and (3) Well-Being.

Service Delivery Manual: The Service Delivery Manual is a guide developed by Boys and Girls Home to further outline operations, forms, and other related information as to the implementation and delivery of the contract and may be updated without an amendment to the agreement.

Individualized Agreement for Services: The individual agreement is for one or more services for a specific client or family which describes the service to be provided and the rate at which the service will be provided and billed by the Subcontractor.

Attachments: The Standard Contract's supplemental documentation providing further definition or additional information, signature or review prior to entering into a contractual agreement. These supplemental attachments are posted on the Boys and Girls Home website.

## **Article III. Term and Termination, Waiver, and Breach of Contract**

This Agreement shall commence on August 1, 2010 and will expire on July 31, 2011, unless terminated sooner pursuant to the terms of this Agreement. Any renewals shall be in writing and shall be contingent upon satisfactory performance evaluations;

Either party may terminate this Agreement by giving the other party written notice of termination no less than sixty (60) days prior to the termination date identified in the written notice. The parties may mutually agree to terminate this Agreement in a written agreement signed by their representatives, executed with the same formality as this Agreement.

Boys and Girls Home may terminate this Agreement if at any time it is believed that children/youth and/or families are put at risk for (or have been subjected to) physical/emotional abuse and/or negligence which threatens the health or safety of the children/youth and/or family;

*Subcontractor Standard Contract*

Boys and Girls Home may terminate service for specific children referred for services under this Agreement when Boys and Girls Home determines the services are no longer required and/or appropriate. Boys and Girls Home may make this termination without prior notice to the Subcontractor.

In the event funds for payment pursuant to this Agreement become unavailable, Boys and Girls Home may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Subcontractor;

This Agreement may be terminated for Subcontractor's non-performance upon no less than twenty-four (24) hours notice in writing to Subcontractor;

Waiver of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit Boys and Girls Home's rights to remedies at law or in equity;

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions within and this Agreement shall be constructed in all respects as if such invalid or unenforceable provision was omitted;

In the event of termination of this Agreement, Subcontractor will be compensated for any work satisfactorily completed;

This Agreement may be renewed by mutual, written agreement of the parties;

This Agreement may be modified or amended by the parties at any time by an agreement in writing executed with the same formality as this Agreement;

Changes in the terms and service provided may be made only through the signed written agreement of Boys and Girls Home and Subcontractor or Boys and Girls Home with written notification to the Subcontractor;

**Article IV. Duties of Boys and Girls Home as Contractor**

Boys and Girls Home as the Contractor with the Department, having primary responsibility within this Agreement of administrative oversight of the Subcontractor;

Boys and Girls Home will operate as the Fiscal Agent during this contract term;

Boys and Girls Home and Subcontractor will work jointly to ensure training requirements have been met, including providing some portions of required training and reviewing Subcontractor curriculum in order for Subcontractor to provide necessary training ;

Boys and Girls Home will provide the required documentation necessary for the provision of services or approve (in advance) of the documentation that the Subcontractor requests to use;

Boys and Girls Home will communicate required Department correspondences to the Subcontractor in order to facilitate more effective service provision, etc.

Date:

Revised: 6/5/10,7/8/10

Approved: 7/8/10

Boys and Girls Home will advocate on behalf of all Subcontractor's best interests with regards to provider rates, contract expectations, service requirements, interpretation of contract, etc.;

Boys and Girls Home will collect, monitor, oversee, and track all outcomes for the Department's review and posting on website with assistance from the Subcontractor;

Boys and Girls Home will provide Subcontractor with a copy of the Master Contract and Operations Manual to use as a reference as indicated by acknowledgement page attached;

## **Article V. Roles and Responsibilities of the subcontractor**

### **5.1 Services**

Subcontractor agrees to provide the services marked in Attachment A and incorporated herein. Subcontractor will fulfill all duties and obligations relating to those services as set forth in this Agreement and as outlined in Attachment B and the applicable terms of the Standard Contract. Subcontractor will receive notification with updates and changes from time to time as are necessary when changes need to be implemented and will be responsible to access the Boys and Girls Home website for updates, modification or notices;

Subcontractor agrees to abide by the provisions of the Operations Manual, incorporated herein by reference and which shall be acknowledged to Boys and Girls Home as received;

Subcontractor will follow Evidenced-Based Practices/Promising Practice (EBP/PP) Models which have been approved by Boys and Girls Home as well as adhere to all of the components contained within the Agreement, where applicable;

Subcontractor will work with Boys and Girls Home in assisting the Department with meeting its Children and Family Services Review (CFSR) outcomes.

### **5.2 Referral for Services**

In collaboration with the Department, Boys and Girls Home is responsible for determining the appropriate service and/or level of care for a child and family. Additionally, Boys and Girls Home is also responsible for making a referral for those services to the Subcontractor. Boys and Girls Home will request Subcontractor's performance of services for a child by sending a written referral to the Subcontractor on a form prepared by Boys and Girls Home for that purpose. This request may be made either by email or fax. When time is of the essence in initiating a requested service (in-home safety, emergency placement, etc.), Boys and Girls Home shall submit its verbal and written requests to persons designated by the Subcontractor using contact information provided by Subcontractor. Any limitations on the level of care or on the duration of services included in the written referral for a specific child or in a child's case plan or in a child's court order referenced in a written referral for a specific child take precedence over any service description or any limitations on duration of services contained in the Service Attachment (Attachment B). If Subcontractor determines they must deny a referral on more than two (2) occasions, a meeting may be held with the

parties to resolve the pattern. Benefits to an ongoing relationship between the parties will be discussed and determined.

Boys and Girls Home will operate a Call Center 24-7. Referrals will be generated using this centralized intake and referral service. Each service area will provide local on-call capabilities in order to address immediate needs of children and families.

## **5.6 Reporting of Services**

The Department (NDHHS) requires periodic reports of services from Boys and Girls Home and the Department's other Lead Agencies throughout the state to be able to meet the Department's reporting requirements to obtain Federal funding under Title IV-B and Title IV-E of the Social Security Act. In order for Boys and Girls Home to provide information to the Department needed to secure Federal funding or to complete additional required reports, Subcontractor will submit to Boys and Girls Home monthly reports of Subcontractor's services provided under this Agreement in the form and format required by Boys and Girls Home in order to comply with the Department's reporting requirements.

Reports may be requested more frequently depending upon requests by the court or other information needed more frequently.

Refer to Attachment B "Service Description" for specific required reports as it relates to specific services.

## **5.7 Qualified Staff**

NDHHS sets (and may periodically revise) the baseline qualifications for service personnel whom Boys and Girls Home and its subcontractors may employ to perform services required by the State contract. Subcontractor will ensure that its employees performing services under the State Contracts through this agreement meet the current NDHHS service personnel requirements.

## **5.8 HIV Testing**

The Department does not allow HIV antibody testing or other screening testing for AIDS virus without informed consent in writing from the Protection and Safety Worker or designee. When consent is obtained, testing must be performed according to written Department policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirement for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Subcontractor and the Department along with Boys and Girls Home Service Coordinators will jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, assume exposure to HIV was possible.

When informed consent is requested for such Subcontractor staff exposure, the Subcontractor shall have policies that comply with state law describing the need for informed consent from the ward's guardian, the process by which the testing and the results

of testing are kept confidential and not placed in the youth's record, and the fact that the Department and Boys and Girls Home staff shall be notified of the results of such confidential testing.

## **5.9 Background Checks**

The Subcontractor will ensure all background checks have been completed on all employees, interns, and volunteers if it is foreseeable that the individual may have contact with children, youth and families in the performance of this contract. The Subcontractor is responsible to provide all designated background checks and the employee drug screens at no additional cost to Boys and Girls Home. This section is not applicable to foster family care. Requirements for foster family care are contained in licensing standards and policy.

- a. Background checks will include a check of the following:
  1. State-wide criminal history check
  2. Sexual Offender Registry
  3. Child and Adult Abuse and Neglect Central Register/try
  4. State repository of driving records
  5. References
  6. E-Verify Program

The Subcontractor 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 designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

7. Drug Test for Service Coordinator Supervisor, Service Coordinator and staff providing transportation to children, youth and families under this contract  
Google search or other appropriate search engines. Subcontractor shall conduct a good faith, reasonable Google or other appropriate search engine inquiry for applicants to support general observations and points of concern.
8. In addition, for all employees, interns, and volunteers who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children, youth and families in the performance of this Contract, the Subcontractor will also perform the following checks in those states:
  - a. Criminal history check for each state in which the individual resided or worked
  - b. Sexual Offender Registry
  - c. Child and Adult Abuse and Neglect Central Register/try
  - d. State repository of driving records

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 Registry, or a similar registry, the Subcontractor shall complete criminal background checks in the cities, counties and states of previous employment or residence.

Subcontractor will provide a list of names of individuals for whom the Subcontractor obtained background checks on to NDHHS or Boys and Girls Home every six months or upon request of NDHHS or Boys and Girls Home.

#### **5.10 Training of Staff**

Subcontractor will train its employees providing services required by this agreement using training materials and aids approved by Boys and Girls Home. Subcontractor will ensure employees have completed all required trainings as set forth in Attachment B.

#### **5.11 Staff Providing Transportation**

When Subcontractor is required to provide transportation services, Subcontractor will ensure, at a minimum, that the driver assigned to perform transportation services or to transport any individual in the course of providing other services required by the agreement, is a person:

- 1) Who is age 19 or older;
- 2) Who possesses a current valid driver's license issued by Nebraska or another State;
- 3) Who has successfully completed a defensive driving course approved by the National Safety Council or similar federal, state, or private state agency;
- 4) Who has no more than six points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive. This requirement does not apply to immediate family, foster parent, and/or adoptive parent;
- 5) Who has completed an Employee Drug Screen with a negative result;
- 6) Who currently has no physical or mental limitations or conditions that would interfere with his/her ability to drive safely;
- 7) Who has been trained in the proper use of seat belts and child passenger restraint devices and is required by Subcontractor to use them when transporting children;
- 8) Who has been trained not to smoke tobacco products or any other substance while transporting any individual and is prohibited by Subcontractor from smoking while transporting anyone;
- 9) Who has been trained not to operate a motor vehicle while under the influence of alcohol or any other drug or substance that impairs his/her ability to drive safely and is prohibited by Subcontractor from transporting anyone while under the influence of alcohol or any other drug or substances;
- 10) Who has been trained not to transport any individual and is prohibited by Subcontractor from transporting any individual when he/she has a communicable disease which may pose a threat to the health and well-being of the client;
- 11) Who has provided Subcontractor with proof of, and will be required by Subcontractor to maintain, the minimum automobile liability and medical insurance coverage required by Nebraska law;
- 12) Who has been trained to and will report any disqualifications from any NDHHS program due to intentional program violations;
- 13) Who has the ability to contact Subcontractor immediately at all times while transporting anyone; and
- 14) Who, while transporting persons in the performance of this Agreement, will be operating a vehicle:
  - a. Which is currently licensed and registered as required by Nebraska law;
  - b. Which is kept in proper physical and mechanical conditions at all time;

- c. Which is equipped with operable seat belts, turn signals, lights, and horn;
- d. Which is equipped with proper child passenger restraint devices are required by Nebraska law and which the Subcontractor requires the driver to use when transporting children; and
- e. Which is equipped to provide a comfortable temperature and control ventilation.

Subcontractor, in accordance with Nebraska law and NDHHS transportation safety standards, will provide and require the use of safety belts and child safety restraints for all child passengers being transported, including, but not limited to:

- 1) All children up to six years of age being transported will be safely restrained by a child passenger system of a type which meets Federal Motor Vehicle Safety Standard 213; and
- 2) All children six years of age and less than nineteen years of age being transported will be safely restrained by an occupant protection system.

Subcontractor will not provide, and will not permit the use of, any type of mechanical restraint for a child being transported. A passenger restraint device required by Nebraska law to safely restrain a child or adult passenger is not considered a "mechanical restraining" under this agreement.

#### **5.11 Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. By signing this Agreement, the Subcontractor certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

#### **5.12 Drug-Free Workplace**

Subcontractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Subcontractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State and/or Boys and Girls Home.

#### **5.13 Court Testimony**

Subcontractor will make its staff, which has first-hand knowledge of facts relating to the issues involved in judicial proceedings in a child's case, available to testify as witnesses when subpoenaed by a party or when requested by the State's counsel, at no additional cost to Boys and Girls Home or the Department.

## **Article VI. Performance Outcomes and Accountability**

### **6.1 Performance Outcomes**

NDHHS sets the State Contracts' service performance outcomes which Boys and Girls Home is required to meet or surpass. Subcontractor will provide services which are subject of, or which contribute to achievement of, the applicable NDHHS performance outcomes in a manner which helps Boys and Girls Home achieve the required outcomes.

Subcontractor agrees to collaborate with Boys and Girls Home and NDHHS in the collection of data while providing services under this Agreement for the purposes of improved safety, permanency and well-being outcomes for children, youth and their families.

When these outcomes are not achieved, the Subcontractor will work collaboratively with Boys and Girls Home and the Department to develop and implement an effective corrective action plan. Failure of the Subcontractor to successfully meet the corrective action plan may result in termination of the Agreement.

NDHHS has the contractual option to penalize Boys and Girls Home, as the Lead Agency, for failure to meet established measures (as outlined in Outcome Measures Attachment D and D1). Boys and Girls Home may, in turn, hold the Subcontractor financially responsible.

### **6.2 Penalties**

Subcontractors may be subject to any and all penalties, as outlined in Attachment D1.

### **6.3 Reporting of Services**

NDHHS required periodic reports of services from Boys and Girls Home and the State's other contractors so that NDHHS will be able to meet NDHHS's reporting requirements to obtain Federal funding under Title IV-B and Title IV-E of the Social Security Act. In order for Boys and Girls Home and Subcontractors to provide information to NDHHS needed to secure Federal funding, Subcontractor will submit to Boys and Girls Home timely reports of Subcontractor's services provided under this Agreement in the form and format required by Boys and Girls Home in order to meet NDHHS reporting requirements.

## **Article VII. Relationship to the Parties**

Subcontractor, through its employees, officers, agents, and contractors, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, master/servant, partnership, joint venture, association, parent/subsidiary corporations, affiliated corporations, or any other type of legal or business relationship between Boys and Girls Home and Subcontractor or between Boys and Girls Home and any of Subcontractor's employees, officers, agents, or contractors. Each party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses (including, for example, rents, insurance (premises, property, and liability), and utilities); the

wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution or reimbursement from the other party. Boys and Girls Home shall have no right to direct or control the manner or method by which Subcontractor provides the services that Subcontractor agrees to provide through this Agreement.

Neither party shall enter or attempt to enter into any grant, contract, or other agreement on behalf of the other party. Neither party shall hold itself out as having, or permit any person or organization to believe that it has, the authority to negotiate or enter into any grant, contract, or other agreement on behalf of the other party.

NDHHS prohibits a subcontractor from subcontracting for services the subcontractor agrees to perform for the State's contractor. Because Boys and Girls Home is the contractor for the State of Nebraska and is contracting some of those services to the Subcontractor, Subcontractor is prohibited from contracting for the performance of those services it has contracted with Boys and Girls Home to perform.

## **Article VIII. Record Keeping Requirements**

### **8.1 Accreditation**

Boys and Girls Home has high expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, Subcontractor will be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time if accreditation is required.

Boys and Girls Home is accredited by the Joint Commission. In this capacity, record reviews and on-site reviews will occur by the accreditation body with the Subcontractor.

Services rendered pursuant to this Agreement shall be performed in a professional and competent manner in accordance with the terms of the Master Contract and the standards of performance considered generally acceptable under Boys and Girls Home accreditation, if accreditation is required. In the absence of detailed specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard.

### **8.2 Quality Assurance and Utilization Management**

Boys and Girls Home Quality Assurance staff will develop, implement and monitor improvement plans based on outcomes of quality assurance and contract monitoring results. The Operations Manual further describes these efforts. Subcontractor work collaboratively with Boys and Girls Home representatives in the completion of Improvement Plans or other Performance Based measures.

Subcontractor will assist in the collection of data related to the utilization of services and provide reports, as requested, to Boys and Girls Home.

All critical incidents, accidents, client grievances, client input and satisfaction, performance data, peer record review data, and results from quality improvement plans will be forwarded to Boys and Girls Home Quality Assurance department. Subcontractor review will occur and Subcontractor will participate in reasonable requests for evaluation, quality improvement and staff training activities conducted by Boys and Girls Home or any other licensing or accrediting body.

Subcontractor agrees to participate in Quality Assurance/Quality Improvement activities. Any failure by Subcontractor to comply with Quality Improvement may result in termination of this Agreement by Boys and Girls Home for breach of Agreement in addition to other remedies available under the law.

### **8.3 Access to Records**

Subcontractor shall comply with all records requirements imposed by Boys and Girls Home or NDHHS.

Subcontractor will maintain, for no additional cost to Boys and Girls Home, a confidential record of each person, whether child, a member of the child's family, or a member of the child's household, or other significant party to the child, who is referred to Boys and Girls Home by NDHHS and by Boys and Girls Home to the Subcontractor.

Upon reasonable request by Boys and Girls Home, Subcontractor shall duplicate and transfer any records of documents under this Agreement to Boys and Girls Home. Further, Subcontractor shall be available at all reasonable times for inspection, review, or copying by federal or state authorities and persons authorized by Boys and Girls Home.

During the term of this Agreement and for a period of seven (7) years after its termination for any reason, each of the parties will safeguard, maintain, and make available, upon written request, to the U.S. Secretary of Health and Human Services, to the U.S. Comptroller General, to the Department, to the Nebraska Legislature or any of its agents, to each other, or to any other authorized accountant or auditor, this Agreement and any other contracts, books, documents, records, accounts, or data base of any type or format relative to the performance of this Agreement that are necessary to verify the nature and extent of the services provided and the costs incurred performing this Agreement.

Subcontractor will maintain records from any litigation arising from services it provided under this Agreement for a period of two (2) years from the date of litigation was concluded by any means, including by a final judgment at trial court level that was never appealed

Subcontractor will allow Boys and Girls Home representatives to have access to Subcontractor employee Personnel files for the purpose of audits.

### **IX. Confidentiality Requirements**

All identifying information/production of documentation under this Agreement, as required by law, will be kept confidential. Subcontractor shall protect and maintain the privacy and confidentiality of information about individuals learned while providing services and

performing the duties required by this Agreement. All information about any individual, whether a child, family member, or member of the household in which the child resides, whether obtained from any other source or created by Subcontractor or Boys and Girls Home, is subject to any applicable provisions pertaining to access and disclosure in the HIPAA Privacy Regulations. Subcontractor shall grant or limit access to, and protect against or make disclosure of, such information in compliance with the HIPAA Privacy Regulations.

Information obtained by Subcontractor from the Department may not be disclosed without the prior written consent of an authorized representative from the Department. Boys and Girls Home and Subcontractor will exchange any information with each other which is necessary for either of them to perform this Agreement, for Boys and Girls Home to perform its contract, to provide information requested of either party by the Department, or to provide information necessary for any audit or investigation requested of either party by the Department or the U.S. Department of Health and Human Services.

Subcontractor may not use, release, or disclose any photographs, slides, images, or other identifying information of a child or family members in advertising, press or other media releases, newsletters, or recruiting documents without the written consents of both the Department and the person who is the subject of the identifying information or a person authorized to act on the subject's behalf.

As the lead agency, Boys and Girls Home will uphold all confidentiality and HIPAA laws on all client information that is shared from Subcontractor. Similarly, it is expected that Subcontractor follow the same confidentiality standards and HIPAA laws.

#### **X. Business, Professional, and Automobile Liability Insurance**

Subcontractors shall maintain in full force and effect, with insurance companies licensed by the State of Nebraska, at Subcontractor's expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals. Subcontractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to its performance of this Agreement regardless of the date the claim is filed or expiration of the policy. The State of Nebraska (the Department), and Boys and Girls Home shall be named as additional insured/s or the Subcontractor shall obtain an endorsement of the same effect, as applicable.

Unless otherwise requested in writing, Subcontractor shall cause to be issued the insurance coverage as set forth and acknowledged by signature in Attachment I, incorporated herein by reference and which shall be acknowledged by Subcontractor.

Insurance shall not be cancelled or amended except with the advance written approval of Boys and Girls Home. Subcontractor shall submit certificates of insurance, which indicates coverage and notice provisions as required by this Agreement to Boys and Girls Home upon execution of this Agreement. The certificates shall be subject to approval by Boys and Girls Home. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to Boys and Girls Home. Approval of the insurance certificates by Boys and Girls Home shall not relieve Subcontractor of any obligation under this Agreement.

Subcontractors will provide Boys and Girls Home with proof of such insurance coverage within thirty (30) days after the date of Subcontractor executes this Agreement and at any other time upon request.

- 1) Business and professional liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate for any liability claims arising from the operation and performance of this Agreement, or any coverage amounts required by current Nebraska statutes or by the parties current governing board or bylaws, whichever provides the most coverage;
- 2) Automobile liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, or any coverage amounts required by current Nebraska statutes or by the parties' current governing board or bylaw, which provides the most coverage; and
- 3) Workers compensation and employer's liability insurance in amounts of one hundred thousand dollars (\$100,000) each disease, each employee; and five hundred thousand dollars (\$500,000) each disease, policy limit, or any coverage amounts required by current Nebraska statutes or by the parties' current governing board or bylaws, whichever provides the most coverage.

#### **XI. Mutual Indemnification**

Subject to the limitations contained in this paragraph and to the extent allowed by Nebraska law, the parties shall each indemnify, defend, and hold harmless the other party and its officers, agents, and employees from and against any and all claims, suits, judgments, damages, and attorney's fees and costs which arise from any acts, actions, negligence, or omissions by itself and its employees or agents and which relate to the performance or operations of this Agreement;

The duty to indemnify hereunder shall arise at the time written notice of a claim is first provided, regardless of whether claimant has filed suit on the claim;

The liability of any party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits or attorney's fees;

Each party, as appropriate, shall provide complete cooperation to the other, its attorney and agents.

#### **XII. Non-Discrimination**

Subcontractor shall ensure that no person, on the basis of race, color, national origin, religion, sexual orientation, gender, age, disability, veteran's status, or political affiliation will be excluded from participation in, be denied the benefits of, and be subjected to discrimination with respect to services provided by Boys and Girls Home or Subcontractor within this Agreement. Without limiting the foregoing, Boys and Girls Home and Subcontractor agree to comply with the American Disabilities Act of 1990 and with the Civil Rights Act of 1964, as amended.

### **XIII. Media Relations and Publicity**

To the extent either party learns any information about the other party's care, quality, or information management systems; service delivery systems or processes; or other business management practices or techniques, each party shall treat that information as confidential and shall not disclose that information to any other organization or to any individual who is not its own employee without the prior written consent of the other party. Neither party shall use the name or logo of the other party in connection with advertising, press release, publicity, contract, grant, or business communication without the prior written consent of the other party. Nothing in this section shall prohibit either party from responding to inquiries or audits by any State or Federal agency or by any body, committee, or agency of the United States Congress or of the Nebraska Legislature acting within the scope of its constitutional or statutory authority.

Subcontractor does not acquire proprietary rights. Subcontractor has paid no consideration for the use of Boys and Girls Home trademarks, trade secrets, logos, designations, or copyrights, and nothing contained in this Agreement will give Subcontractor any right, title, or interest in any of them.

Upon expiration or termination of this Agreement, Subcontractor will immediately cease all display advertising and use of all Boys and Girls Home trade marks, logos, and designations and will not thereafter use, advertise, or display any which is similar to or confusing with any Boys and Girls Home property.

Subcontractor shall make reasonable efforts to coordinate with Boys and Girls Home concerning responses to media inquires regarding this Agreement or provision of services under this Agreement. Media includes television, newspaper, radio, and the internet including but not limited to, any internet communications and communications using social networking sites.

### **XIV. Governing Law**

This Agreement is executed and entered into the State of Nebraska. This Agreement shall be construed performed, and enforced in accordance with Nebraska law, including provisions for conflict of laws. The laws of the State of Nebraska shall be applied and used to interpret and enforce the provisions of this Agreement, regardless of the forum.

### **XV. Formal Notices**

Any formal notices which are required or which may be given pursuant of any provisions in this Agreement shall be made in writing and shall be deemed by the parties sufficient in all respects if given in writing and delivered personally, by commercial courier or commercial delivery service, or by registered or certified United State mail, postage, or delivery charges prepaid, and addressed as follows:

*Subcontractor Standard Contract*

Boys and Girls Home of Nebraska, Inc.  
Attention: Bob Thomas, OOHR Contract Coordinator  
116 West Douglas Suite B  
O'Neill, NE 68763

**XVI. Debarment, Suspension or Declared Ineligible**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions: The Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) ) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Subcontractor is unable to certify to any of the statements listed above, the Subcontractor shall attach an explanation to this proposal.

**XVII. Non-Exclusive Rights**

This Agreement is not exclusive. Boys and Girls Home retains the right to select other Subcontractors to provide services similar or identical to the scope of services described in this Agreement during the term of this Agreement.

**XVIII. Force Majeure**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the 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 the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Boys and Girls Home may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subcontractor. To obtain release based on a Force Majeure Event, the Subcontractor shall file a written request for such relief with Boys and Girls Home. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**XIX. Prior Negotiations and Amendments**

This Agreement supersedes all prior negotiations and agreements between the parties relative to the transaction and services contemplated by this Agreement, which contains the entire understanding of the parties. This Agreement may only be modified or amended by an agreement in writing executed with the same formality of this agreement. NDHHS's Master Contract may also supersede any provisions, timeframes, or any other detail contained within this Agreement. Boys and Girls Home and Subcontractor will continue to meet to address changing items as they arise from the Department.

**XX. Dispute Resolution**

The parties agree to cooperate to resolve differences, interpretation of this Agreement or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under this Agreement. It is expected that conflict resolution will occur on the worker to worker level. When this is not possible, Team Leaders and Subcontractor Supervisor will discuss and resolve issues. When this cannot occur it is expected that the Boys and Girls Home Service Area Manager and/or Project Director may be involved. If the representatives cannot reach a satisfactory dispute resolution, either representative from Boys and Girls Home and Subcontractor, either representative may refer the dispute to the Chief Executive Officers of the Parties. The Chief Executive Officers may confer to resolve the conflict dispute. Nothing in this Agreement shall preclude either Party from seeking relief from a court of law relating to any differences or disputes arising under this Agreement. The obligation of this paragraph survive termination or expiration of this Agreement.

**XXI. Invalid Provision**

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

**XXII. Law to Apply**

The laws of the State of Nebraska shall be applied and used to interpret and enforce the provisions of this Agreement, regardless of the forum.

**Signature**

The individuals executing this Agreement represent that they are properly and legally authorized to enter into this Agreement on behalf of the entity named above. As evidence of their intent to execute this contract as well as indicating approval for Boys and Girls Home to post subcontracted agency contact information on the Boys and Girls Home website indicating inclusion in the Network of Care, the authorized representatives have attested their signature below:

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Julie Lynner  
Nebraska Executive Director

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Subcontractor Representative Signature

*Subcontractor Standard Contract*

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Print Name

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Date

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Date