

AB#
3810849

**DEVIATION FROM CONTRACTUAL
SERVICES CONTRACT PROCESS**

51566-08

Agency: DHHS-Division of Children and Family Services Date: 7/1/10

Contract Number: _____ (please attach **DRAFT** contract)
Service To Be Provided: Project Harmony Triage Center (PHTC) will provide assessment, evaluation and monitoring of children entering the Children and Family Services system or on Law Enforcement holds. PHTC will provide logistical management, staffing, and supervision to provide direct care of children.

Are Commodities Involved? Yes _____ No x

Reason for Request of Waiver:

- _____ 1. Sole Source – Sole availability at location
- x _____ 2. Sole Source – Uniqueness of service
- _____ 3. Emergency
- _____ 4. Other Circumstances *needed to provide services*

Justification: There are no other providers in Douglas/Sarpy area that involve facilities where CPS, Law Enforcement and assessment providers are co-located in one building. This set up is required due to the timeliness of monitoring and evaluation upon Children and Family Services or police removal of children. This allows for the provision of unique services and a one-stop location to conduct interviews with children and families. These interviews are conducted to gather very confidential and personal information related to child abuse suffered by a child. The set up of this facility and the services provided allow for a situation so the child does not need to be interviewed by multiple entities and provides medical and other professional services to the child on-site to meet their emotional and physical needs.

Funding: (Indicate Percentage) Estimated Dollar Amount of Contract: \$ 100,353

Federal 100%

State _____

Signature of Requesting Agency Director: 

_____ Reviewed

Date: _____ AS Director: _____

S1566-08
45316-04

TRIAGE CENTER CONTRACT

BETWEEN THE

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

PROJECT HARMONY

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 **PROJECT HARMONY** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is for the provision of services during child removals to the children and families of the State of Nebraska through a continuum of assessment, supervision and coordination. The Contractor must be able to deliver all services requested and agreed to for all children within the Eastern Service Area. The intent of this service is to provide improved capacity for DHHS to make initial placements with family and to ensure the safety, permanency and well-being of children in care.

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from July 1, 2010 until June 30, 2011.
- B. **TERMINATION.** This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. **TOTAL PAYMENT.** DHHS shall pay the Contractor a total amount not to exceed \$100,353.00 (one hundred thousand three hundred fifty three dollars) as set forth in Attachment 3. All service costs are included in the established rate for each service. No additional costs will be billed to DHHS.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows: Quarterly payments will be made in the amount of \$25,088.25 (twenty five thousand eighty eight dollars and twenty-five cents) and are contingent upon the Contractor submitting quarterly reports and an invoice for the services rendered. The first payment will be made upon signing

of the contract and upon receipt of an invoice from the Contractor. The remaining quarterly payments will be made as follows: On or after October 15th, on or after January 15th and on or after April 15th. Consideration for continued funding is contingent, in part, upon the receipt of the final report.

III. SCOPE OF SERVICES

- A. The Contractor shall do the following: Ensure that when a child is being removed from their home because of possible child abuse, the child will have immediate access to a secure, child friendly confidential facility which allows for the professionals responsible for placement decisions to come together and evaluate the extent of the abuse allegation.
- B. The child's immediate needs are met (food, medical, clothing/hygiene) and their situation is be further evaluated.
- C. Relative placements are explored
- D. When necessary, the placement into the foster care system does not produce additional stress or trauma to the child.
- E. Outcomes:
 - 1. Outcome 1: Increased access to timely medical care for children who come to the Triage Center.
Measure: 98% of children provided an exam or an appointment time for a medical examination prior to discharge from the Triage Center.
 - 2. Outcome 2: Increased access to a timely forensic interview which improves the reliability and validity of the possible abuse information.
Measure: 98% of children provided a forensic interview or an appointment time for an interview prior to discharge from the Triage Center.
 - 3. Outcome 3: Increase transportation provided by adults familiar to the child(ren) in the Triage Center.
Measure: 90% of children provided transportation by an adult known to the child.
 - 4. Outcome 4: All children will be kept safe while under the care of the Triage Center
Measure: Zero substantiated Child Protective Services reports.
- F. Deliverables:
 - 1. Project Harmony will submit the following documents to report performance on the above listed outcomes:
 - a. Quarterly report addressing each of the 4 above Outcomes
 - b. Semi-Annual report addressing each of the 4 above Outcomes
 - c. Annual report addressing each of the 4 above Outcomes
 - d. Maintain a monthly report listing each child service by the Triage Center and services provided to each specific child

- e. Individual reports will be completed on each child who is served by the Triage Center, including demographics, time entered/left center, services provided, any narrative or assessment of given child while in center. These reports will be provided to the assigned case manager within 48 hours of child exiting the center.
- 2. Incident Report: The Contractor shall immediately report (verbally) to Protection and Safety Worker or Department On-Call Worker all significant events which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc.).
- 3. Critical Incident Report: The Contractor shall immediately report (verbally to the Protection and Safety Worker or Department On-Call Worker any critical incident. The term Critical incident includes, but is not limited to:
 - Death of a child/youth resulting from abuse or neglect;
 - a. Near fatality, life threatening condition or serious injury of a child/youth resulting from abuse or neglect.
 - b. Suicide, or attempted suicide of a state ward or child/youth DHHS is involved with;
 - c. Death of a state ward or child/youth DHHS is working with by other means, accidental or non-accidental;
 - d. Death or non-accidental serious injury of a staff person while on the job;
 - e. Allegations or arrests of DHHS youth for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault – first or second degree; aggravated or armed robbery; etc,
 - f. Any other event that is highly concerning, poses potential liability, or is of emerging public interest;
 - g. Any other incident designated by the Division Director.
- 4. Other special reports may be requested by the Department as mutually agreed upon by both parties.

G. ORGANIZATIONAL STANDARDS:

1. STAFF STANDARDS:

a. Background Checks:

- 1. The Contractor agrees to conduct a Criminal History Check on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract.
- 2. The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:
 - a. The Sex Offender Registry maintained by the Nebraska State Patrol.
 - b. The Nebraska Child abuse and Neglect Central Register.

- c. The Nebraska Adult Abuse and Neglect Central Register
3. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
 4. The Contractor agrees to perform out-of state background check on all newly hired employees, interns, and volunteers who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
 5. Current Employees—The Contractor shall complete background checks every two (2) years for all current employees. If a current employee residing in a state, other than Nebraska, and that state does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a national, state and local criminal background check. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
 6. All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
 7. If a background check results in a record being identified, the Contractor shall develop a process to review and determine if they want to request Department approval to hire said employee. Requests for an exception shall be made in writing to the Service Area Contract Liaison and will included the name and background information, along with supporting documentation form the Contractor as to why they believe that such person does not pose a threat to children or families. The Contractor shall utilize the criteria set forth in DHHS Policy 390 NAC 7-004.02d 2 and 3 when a background record is identified. The Department shall have 45 days to respond to such an exception. All documentation related to the process is maintained in the contractor's staff personnel records.
 - a. This requirement MUST be completed on all existing employees within 30 days of the execution of this contract.

H. STAFF QUALIFICATIONS:

1. All staff providing transportation services to children and families shall:
 - a. Be at least 19 years of age;
 - b. Possess a current and valid driver's license;
 - c. Have no more than three points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive;
 - d. Currently have no limitations that would interfere with safe driving;
 - e. Use seat belts and child passenger restraint devices as required by law;
 - f. Not smoke while transporting the client;
 - g. Not transport the client while under the influence of alcohol or any drug that impairs the ability to drive safely;
 - h. Not provide transportation if s/he has a communicable disease which may pose a threat to the health and well-being of the client;
 - i. Complete a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency; and
 - j. Have and maintain the minimum automobile liability and medical insurance coverage as required by law.

See Attachment #2 for job descriptions for paid positions.

I. Transportation Standards:

1. The Contractor agrees to provide transportation for youth receiving Residential Services to obtain educational services within a 25-mile radius at no additional cost to the Department.
2. The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes including but not limited to:
 - a. All children up to six years of age being transported by such vehicle use a child passenger restraint system of a type which meets Federal Motor Vehicle Safety Standard 213.

J. CONFLICT RESOLUTION: Should there be dispute regarding payment of contracted services, the below contact persons should be informed and consulted.

1. The Service Area Contract Liaison
2. The Resource Development Administrator
3. The Service Area Administrator;
4. The Central Office Contract Liaison who will move the issue up to the level of the Director if necessary.

K. OVERPAYMENTS: Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor shall notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all

amounts overpaid. The Department shall offset overpaid amounts by withholding or reducing future payments.

- L. **TOBACCO SMOKE PROHIBITED:** 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 child 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. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for child defined by the Act. The Contractor agrees to prohibit smoking in any vehicle operated by its employees and staff when transporting child while providing services under this Contract.
- M. **HIV TESTING PROHIBITED:** The Department does not allow HIV antibody testing or other screening testing for the AIDS virus of a state ward 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 the 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 Contractor and the Service Area Contract Liaison or designee shall jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, the Service Area Contract Liaison or designee shall request the Contractor's written OSHA policies (that comply with state law when appropriate) 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 Protection and Safety Worker or designee shall be notified of the results of such confidential testing.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.
3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

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

C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to

48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.

- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If DHHS in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continues to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. 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 received by the Contractor, set in the table below and Attachment 1, Audit Requirement Certification. Audits must be

prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual financial review or 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 payments	Audit Type
<i>Less than \$500,000</i>	<i>Audit that meets Government Auditing Standards</i>
<i>500,000 or more in federal payments</i>	<i>A-133 audit</i>

- 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.
- 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.state.ne.us/standards/accessibility/tacfinal.html> and ensure that

products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

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

ACH Enrollment Form Requirements for Payment

"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made."

Download ACH Form:

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

- AA. **PUBLIC COUNSEL.** In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit

to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

BB. 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.

CC. 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.

DD. 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.

EE. 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:

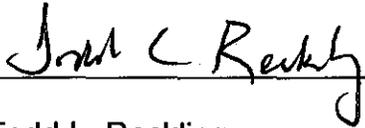
Camas Diaz
DHHS-Omaha Office
1313 Farnam St.
Omaha, NE 68102
402-595-2228

FOR CONTRACTOR:

Gene Klein
Project Harmony
7110 F Street
Omaha, NE 68117
402-595-1326

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

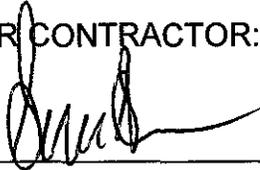
FOR DHHS:



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

DATE: 08/09/2010

FOR CONTRACTOR:



Gene Klein
Executive Director
Project Harmony

DATE: 8/10/2010

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AUDIT REQUIREMENT CERTIFICATION**

Subgrantees and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".

Grant Name *Promoting Safe and Stable Families* **Grant#** *G-1001NEFPSS CFDA* # 93.556*
*(Catalog of Federal Domestic Assistance)

Contractor's Name *Project Harmony*

Address: *7110 F St.*

City: *Omaha* **State:** *NE* **Zip Code:** *68117*

Federal Tax Identification Number (FTIN) *47-0789054*

Contractor's Fiscal Year *Jan*, 20 *10* to *Dec*, 20 *10*

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor 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* must be provided by the contractor to the Nebraska Department of Health and Human Services immediately upon receipt, unless the contractor has directed the CPA to provide the copy directly to the Department and has verified this has occurred.

Check either 1 or 2 and complete the signature block on page 2:

1. As the contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct and prepare either, a review (expenditures less than \$75,000) or audit report (expenditures \$75,000-\$499,999) of our organization's financial statements and a report issued by the CPA. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the Nebraska Department of Health and Human Services address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. As the contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, as the contractor, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- The contractor's financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion on this contractor's financial statements and Schedule of Expenditures of Federal Awards, a report on this contractor's internal control, a report on this contractor's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations (SF-SAC)*.

We further acknowledge a copy of this subgrantee's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to the:

Nebraska Department of Health and Human Services
Financial Services
Grants and Cost Management
P.O. Box 95026
Lincoln, NE 68509-5026

or the Contractor must notify the Department when the reporting package becomes available and provide the Department with access to an electronic version of its annual audit and financial report. Notification of availability will be sent to the Nebraska Department of Health and Human Services, Financial Services, Grant and Cost Management in a format similar to the following:

The Contractor's latest A-133 Audit is now available for your use at:
<http://www>.

The Contractor's financial report is available at:
<http://www>

The foregoing submissions or notification and electronic access to the annual audit and financial report must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.



Print/Type Name



Print/Type Title

[Handwritten Signature]

Signature

8/10/2010

Date

402-595-1326

Telephone Number

ATTACHMENT 2
Project Harmony Triage Center
Job Description

Position Title: Service Coordinator
Classification: Exempt
Supervised by: Director of Service Coordination, Project Harmony
Supervises: Volunteers as assigned

PURPOSE OF THE POSITION

The Service Coordinator will act as liaison between the Triage Center supervisor, child specialists and volunteers and Project Harmony staff, NDHHS staff, and law enforcement personnel.

ESSENTIAL RESPONSIBILITIES (The following responsibilities will be provided on an as-needed basis, up to # hours per week.)

1. Facilitate information sharing between Child Saving Institute (CSI) Triage Center staff and Project Harmony staff, NDHHS staff and law enforcement personnel. Assist with problem-solving as needed.
2. Assist CSI Triage Center staff in coordinating services (e.g., forensic interviews and medical appointments) with Project Harmony
3. Facilitate the placement of Project Harmony volunteers in the Triage Center and assist CSI staff with orientation, ongoing training, and supervision of volunteers.
4. Assist CSI staff in stocking Triage Center with all essential supplies.

OTHER RESPONSIBILITIES

1. Complete other responsibilities as assigned by supervisor.
2. Complete training necessary to perform position and necessary for professional growth.
3. Work in partnership with Child Saving Institute, Project Harmony, Child Protective Services, and law enforcement personnel.
4. Represent Child Saving Institute, Project Harmony, the Nebraska Department of Health and Human Services and the Omaha Police Department in a positive manner to clients, community organizations and the public in general.

QUALIFICATIONS: To be able to perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Bachelor's degree in Social Work or related field;
- Experience with at-risk families;

- Knowledge and skills in:
 - Child welfare issues and services and the processes of advocating for families and children within the system;
 - The needs of neglected, abused and exploited children; and
 - Child development.
- Ability to analyze and make recommendation regarding individual and (frequently simultaneously) to analyze and apply larger, systemic issues.
- Ability to make independent decisions and act accordingly, or with minimal support from supervisor. Ability to work autonomously and make appropriate decisions in crisis situations.
- Strong verbal, written and interpersonal communication skills, including problem-solving and conflict resolution skills.
- Transportation, valid driver's license and insurance that meets agency requirements.
- Ability to interact with clients with sensitivity and responsiveness to cultural and socioeconomic characteristics in the service population.
- Ability to read, analyze and interpret forms, documents, evaluations and procedure manuals.
- Ability to respond to inquiries and possible complaints from clients and other professionals.
- Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instruction.

PHYSICAL REQUIREMENTS

- Ability to sit for extended periods; provide hands-on caregiving to children; type; and talk and hear. The employee must occasionally lift and/or move up to 35 pounds.
- Ability to work extensively with clients, including infants and small children.
- Corrected hearing and vision within normal range.
- Ability to safely operate a vehicle.

I have read, understand, and can perform the essential functions of this job with or without reasonable accommodation? Yes No

If reasonable accommodation is necessary to perform the essential job duties, please identify the accommodation sought.

Printed Name

Date

Applicant/Employee Signature

Date

ATTACHMENT 3

TRIAGE CENTER BUDGET

7-1-2010 to 6-30-2011

	NDHHS	Private Funding	In-Kind Contributions	Total	Line Item Justification
Revenue					
Fee for Service	\$100,353.00			\$100,353.00	
Grant-Private		\$24,500.00		\$24,500.00	
Clothing			15,000.00	15,000.00	
Utilities			6,000.00	6,000.00	
Facility Maintenance			5,000.00	5,000.00	
Phone/Internet			1,000.00	1,000.00	
Volunteer recruitment, training, supervision			2,410.72	2,410.72	total of 152 hours/year of volunteer coordinator time
Volunteers			4,610.00	4,610.00	10 hours per week for 50 weeks @ \$9.22 hour
Food for Children			3,300.00	3,300.00	Purchased food and snacks
TOTAL REVENUE	\$100,353.00	\$24,500.00	\$37,320.72	\$162,173.72	
Expenses					
Salaries	\$76,000.00	\$19,500.00		\$95,500.00	1 FTE Triage Center Service Coordinator at \$30,000 and 1.5 FTE Child Specialists at \$28,000, PH Advocate .5 @ \$17,500
Benefits and Taxes	\$18,500.00	\$5,000.00		\$23,500.00	25% of salaries
Travel	1,200.00			1,200.00	\$100 per month
In-kind			37,320.72	37,320.72	
Administrative Cost	4,653.00			4,653.00	5% of total expenses
TOTAL EXPENSES	\$100,353.00	\$24,500.00	\$37,320.72	\$162,173.72	
Net Surplus / (Deficit)	\$0.00			\$ -	
Percent of total Budget	62%	15%	23%		