

INDEPENDENT LIVING CONTRACT**BETWEEN THE****NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT
AND****NEBRASKA CHILDREN AND FAMILIES FOUNDATION****AMENDMENT ONE, SEPTEMBER 2011**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT** (hereinafter "DHHS"), and **NEBRASKA CHILDREN AND FAMILIES FOUNDATION** (hereinafter "Contractor").

The Contract between the parties dated September 16, 2010 is hereby amended as follows:

Article 1, Term and Termination, Section A-Term is amended to read:
This contract is in effect from October 1, 2009 until September 30, 2012.

Article II, Consideration is amended to read:

A. **TOTAL PAYMENT.** DHHS shall pay the Contractor a total amount not to exceed \$384,211.95 (Three hundred ninety four thousand two hundred eleven dollars and ninety-five cents), \$344,600.00 for the services specified herein and as set forth in Attachment 3. \$49,611.95 for services associated with the budget in Attachment 4.

B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
A payment of \$172,300.00 will be made upon the signing of the contract, the submission of an invoice in this amount, a signed and dated detailed narrative describing work completed and a signed and dated expenditure report as identified in Attachment 2 for the time period of October 2009-July 2010.

A second payment in the amount of \$86,150.00 will be made after November 1, 2010 and is contingent upon the submission of an invoice in this amount, a signed and dated detailed narrative describing work completed and a signed and dated expenditure report for the time period of August-October 2010 and submission of the Foster Youth Initiatives 2011 objectives.

A third payment in the amount of \$86,150.00 will be made upon the receipt of an invoice in this amount a signed and dated detailed narrative describing work completed and a signed and dated expenditure report and outcomes achieved from October 1, 2010-Sept. 30, 2011.

A final payment in the amount of \$49,611.95 will be made upon the signing of this amendment, the submission of an invoice in this amount, a budget and objectives for the National Youth In Transition Database Project.

The Contractor understands and agrees that \$272,600.00 of the total payment will be used for Chafee related activities, \$72,000.00 will be used to process individual need requests from foster children and \$49,611.95 will be used to support the National Youth In Transition Database Project.

Article III, Scope of Services, Section A. 1. is amended to add:

- o. Provide incentives and information to increase participation rate for youth involvement in the National Youth Transition Database.
- p. Create and distribute National Youth In Transition Database brochures and information packets.

The duties listed under Article III, Section A-1, a-n, shall be completed on or before September 30, 2011.

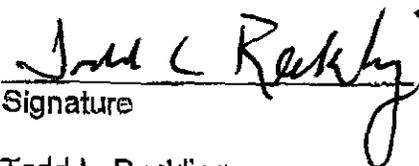
The duties listed under Article III, Section A-1, o through p, shall be completed by September 30, 2012.

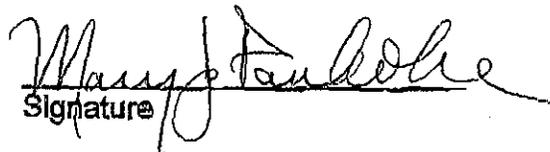
All other terms and conditions remain in full force and effect.

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:

FOR CONTRACTOR:


 Signature


 Signature

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

Mary Jo Pankoke
 President
 Nebraska Children and Families
 Foundation

DATE: 09-30-2011

DATE: 9-30-11

Budget
10/01/11-09/30/12

Attachment 4

Revenue		NYTD Justifications
Chafee- NYTD		\$49,611.95
		\$49,611.95
Personnel Services		
Contractor for services		\$10,000.00
Total Personnel Services		\$10,000.00
Direct Administrative Support		
Printing & Photocopying	Added \$500 for .10 per copy x 5 pages x 1000 copies = \$500 plus printing of brochure \$4,230	\$4,730.00
Postage	Added \$270 for postage .45 x	\$270.00
Incentives	Added \$20,000 for NYTD Participant direct and raffle incentives (600 youth/\$15=\$9,000+200 youth/\$25=\$5,000+\$6,000 large raffle items)	\$20,000.00
Marketing & P.R.	Added \$14,611 for external and internal marketing expertise, design and layout for NYTD informational pieces and birthday cards	\$14,611.95
Total Direct Services		\$39,611.95
Total		\$49,611.95

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4577-04

INDEPENDENT LIVING CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT
AND**

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT** (hereinafter "DHHS"), and **NEBRASKA CHILDREN AND FAMILIES FOUNDATION** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is for the provision of independent living services to youths of the State of Nebraska.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from October 1, 2009 until September 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 \$344,600.00 (Three hundred forty four thousand six hundred dollars) for the services specified herein and as set forth in Attachment 3.
- B. PAYMENT STRUCTURE. Payment shall be structured as follows:
A payment of \$172,300.00 will be made upon the signing of the contract, the submission of an invoice in this amount, a signed and dated detailed narrative describing work completed and a signed and dated expenditure report as identified in Attachment 2 for the time period of October 2009-July 2010.

A second payment in the amount of \$86,150.00 will be made after November 1,

2010 and is contingent upon the submission of an invoice in this amount, a signed and dated detailed narrative describing work completed and a signed and dated expenditure report for the time period of August-October 2010 and submission of the Foster Youth Initiatives 2011 objectives.

A final payment in the amount of 86,150.00 will be made upon the receipt of an invoice in this amount a signed and dated detailed narrative describing work completed and a signed and dated expenditure report and outcomes achieved from October 1, 2010-Sept. 30, 2011.

- C. The Contractor understands and agrees that \$272,600 of the total payment will be used for Chafee related activities and \$72,000 will be used to process individual need requests from foster children.
- D. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this contract without prior approval and agreement of the Department.

III. SCOPE OF SERVICES

A. The Contractor shall do the following:

- 1. Program Standards
 - a. Implement, facilitate and manage all Circle of Courage Positive Youth Development Plan activities.
 - b. Coordinate and facilitate all Foster Youth Council activities statewide.
 - c. Coordinate and facilitate the Governors Youth Advisory Council's (GYAC) meetings and events and recruit and sustain diverse youth involvement in GYAC.
 - d. Consult and coordinate events within and between the Omaha, Ponca, Santee and Winnebago Tribes regarding youth development programming.
 - e. Plan and facilitate Native American Youth opportunities for exposure to education, careers, positive use of time, encourage leadership in Native Youth and promote interest in pursuing higher education.
 - f. Plan and facilitate a 3 day Sibling Connection/Permanency event (Camp Catch-Up) for approximately 70 foster care siblings placed in separate foster care residences.
 - g. Plan and facilitate youth led Independent Living activities focused on assisting youths who are in care in becoming prepared, connected and responsible adults.
 - h. Promote and provide technical assistance (TA) for America's Promise 100 Best Communities application process. Promote fundamental resources for youth development (Five Promises) and engage leaders in train the trainer education seminars.
 - i. Produce and distribute a quarterly newsletter for adolescent foster youth.
 - j. Provide technical assistance to independent living programs based on the Regional FYC Council's involvement and needs and based on the experience

in development and implementation of the Omaha Independent Living Plan and.

- k. Assist community organizations and colleges to support youth's transition into secondary education. Contractor will provide seminars, workshops and exhibits to assist youth who are in care, in becoming prepared, connected and responsible adults. In addition, will engage community organizations to help professionals understand the needs and build capacity to provide services for youth in care.
- l. Under the oversight of the Foster Youth Council, manage and select Mary J. Terwilliger Scholarship recipients.
- m. Manage, review and grant independent living money to youth for items not funded through other sources (former Friends of Foster Care funding).
- n. Represent Nebraska's Independent Living Programs at state, regional and national venues.

2. ADMINISTRATIVE STANDARDS

Performance Accountability:

The Contractor agrees be held accountable for the services they provide. Data on provider performance on the outcome measures described below will be posted on the Internet as part of the Departments position to be transparent and accountable.

The Contractor shall meet the Outcomes described in Attachment 2.

3. REQUIRED REPORTS:

The Contractor shall prepare a final performance report including details on outcomes as identified in Attachment 2, number of youth served and a description of completed activities. Report is due no later than October 30, 2010. The Contractor shall prepare a final performance report including details on outcomes as identified in Attachment 2, number of youth served and a description of completed activities for FY2011 no later than October 30, 2011.

- A. Should the Contractor be more than thirty (30) days delinquent in submitting the Performance Measures Report, the Contractor will pay the Department 10% of the previous quarters total receipts from the Department. The Contractor will continue to pay such amount every calendar month until such time as the Performance Measures Report is submitted.

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
Less than \$500,000	Audit that meets Government Auditing Standards
500,000 or more in federal payments	A-133 audit

- J. **DATA OWNERSHIP AND COPYRIGHT.** All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the

copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.

- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FEDERAL FINANCIAL ASSISTANCE. The Contractor shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- O. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- P. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been

satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

Q. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.

R. HOLD HARMLESS.

1. The Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.

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 BENEFITS ELIGIBILITY STATUS.** If pursuant to this contract and NEB. REV. STAT. §§ 4-108 through 4-114, the Contractor is providing a public benefit including any grant, contract, loan, professional license, commercial license, welfare benefit, health payment or financial assistance benefit, disability benefit, public or assisted housing benefit, postsecondary education benefit, food assistance benefit, or unemployment benefit or any other similar benefit provided by DHHS except, emergency health care services, short term noncash disaster relief, and life safety services, the Contractor shall, or as specifically otherwise agreed herein:

1. Have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form at www.das.state.ne.us or using the language from this form and placing it in other forms or documents used by the Contractor to

process applications for public benefits.

2. If the applicant indicates he or she is an alien, the Contractor shall verify the applicant's lawful presence in the United States using the SAVE Program and retain such documentation, providing a copy upon request by DHHS.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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:

Name: Shirley Pickens White
Organization: DHHS
Address: PO Box 95026
City, State, Zip: Lincoln, NE 68509
Phone: (402) 471-9196

FOR CONTRACTOR:

Name: Jennifer Skala
Organization: NCFE
Address: 201 Centennial Mall South
City, State, Zip: Lincoln, NE 68508
Phone: (402) 476-9401

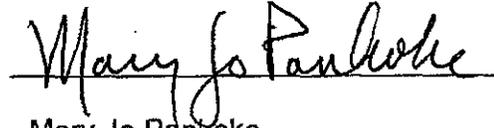
IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:



Todd L. Reckling, Director
Division of Children and Family Services
Department of Health and Human Services
Date: 09/10/2010

FOR CONTRACTOR:



Mary Jo Pankoke
President
NE Children and Families Foundation
Date: 9/16/10

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
CHILD WELFARE UNIT
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 Chafee Foster Care Independent Living Program

Grant # G-09-1NE1420 **CFDA* #** 93.674

Program Name, Grant #, and CFDA # need to be filled out by the DHHS program office

*(Catalog of Federal Domestic Assistance)

Contractor's Name Nebraska Children and Families Foundation

Address: 215 Centennial Mall South, Suite 200

City: Lincoln **State:** NE **Zip Code:** 68508

Federal Tax Identification Number (FTIN) 91-1829974

Contractor's Fiscal Year Jan. 1, 2010 to Dec 31, 2010

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. **X** 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.

Michael J. T. Thomas
Print/Type Name

CEO
Print/Type Title


Signature

9/16/10
Date

(402) 476-8906
Telephone Number

Attachment 2

Chafee Contract Measurable Objectives

Permanency Outcomes

The continuity of family relationships and connections is preserved for children

Goal 1. Children will have the opportunity to visit with siblings in foster care

Objectives	Activities	Timeline	Process Measures	Outcome Measures
1.1. At least 100 youth in out of home care will attend the Sibling Connection/Permanency events known as Camp Catch up.	Camp Catch-Up	Summer 2010	Document number of youth participating in Camp Catch-UP	Number of Youth that get to see their siblings more than once a year (pre and post assessments of campers and FYC members)
1.2 100% of Youth Involved in the FYCs will know their sibling visit rights	FYC Presentations Handbook creation	On-Going November 2009	Number of FYC Presentations	Track number of sibling visits (pre and post assessments)
1.3 100% of youth participating in the Permanency Summit will influence practices that keep siblings together	OILP Training and Research (Jim Casey Youth Opportunities)	August 2010	Focus Groups	Changes in Administrative policies that support Sibling Connections

Goal 2. The Foster Youth Council will have the opportunity to work together with other interested youth and adults to educate the community about issues of youth in out-of-home placement, improve the child welfare system through problem solving, promote independent living through training, and bridge the gap between youth and adults.

Objectives	Activities	Timeline	Process Measures	Outcome Measures
2.1 85% of youth ages 14 – 19 in out of home care will be invited to join the foster youth	FYC recruitment FYC meetings and orientation sessions	On-Going Quarterly	Number of youth presentations Number of FYC meetings	1.1.1.Number of Youth engaged in the council Policies changes for IL

council	FYC meetings	Monthly	Number of Materials Distributed	
2.2 NCFE will provide 96 activities/meetings for foster youth and alumni to increase their knowledge, skills and relationships	FYC Presentations			
	Quarterly Newsletters	October, January, May and July		
2.3 NCFE will provide 4 youth leadership development trainings to Statewide Youth Leaders.	Quarterly Statewide FYC Meetings Jim casey trainings	October, January, May and July	Participant Sheets, tracking participant hours and trainings by Statewide FYC coordinator	Increase in Leadership skills and development as measured by pre and post leadership competency survey
2.4 100% of youth involved in the FYCs will know the Independent Living resources available to them	FYC meetings, Orientation, website, handbook	on-going	FYC Applications and membership list	Increased knowledge and utilized resources as measured by pre and post FYC member survey
2.5 NCFE will provide OILPs updates/data with communities outside Omaha and tribal community	Presentations, marketing materials, Website	Jan and July 2010	Satisfaction Survey with participants	Return on Investment document
2.6 Speaker's Bureau will provide 36 trainings and presentations to NE's youth and professionals	Jim Casey Trainings provided to Youth council leaders	On-going	Tracking sheet Prepared 20 youth active in the Speaker's Bureau	Pre-post surveys with youth in care to measure change in knowledge
2.7 Provide resources (need	Marketing		Tracking of Applications	

<p>based funds formerly the friends of foster care) to 72 youth ages 16- 21 in care or formerly in care to help in transitioning to adulthood.</p> <p>2.8 The Statewide FYC will Promote and select scholarship receipt to go to University of Nebraska in 2010.</p>	<p>needs Based funds, working with OHC Contractors to access resources, grant reviews</p> <p>Grant review, promotion of scholarship via website, newsletter and FYC presentations</p>		<p>Documentation of Award,</p>	
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Budget
Nebraska Foster Youth Initiative
10/01/09-09/30/11

Chafee 2009- 2010	Chafee 2010 - 2011
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Personnel Services

Director of Programs & Evaluations (.05) Jennifer	\$3,619.00	\$3,619.00
FYI Program Officer (.25) Jessica	\$10,017.00	\$10,017.00
FYI Program Coordinator (.5) Alana	\$14,809.00	\$14,809.00
Youth Program Coordinator (.76) Cassy	\$15,178.00	\$15,178.00
Research and Policy Analyst (.2) TBD	\$6,800.00	\$6,800.00
V.P. Programs (.05) Cindy	\$4,095.00	\$4,095.00
Benefits .24	\$13,084.32	\$13,084.32
Total Personnel Services	\$67,602.32	\$67,602.32

Direct Administrative Support

Printing & Photocopying	\$700.00	\$200.00	Moved to Rental and Equipment & Postage
Office Supplies	\$979.00	\$979.00	
Phone/Internet	\$1,000.00	\$1,000.00	
Postage	\$500.00	\$800.00	
Rent	\$5,460.00	\$5,460.00	
Rental & Maintenance of Equip.	\$750.00	\$950.00	
Administrative Expense	\$0.00	\$0.00	
Permanency Summit	\$2,000.00	\$2,000.00	Stakeholder Summit
NFYC Meetings _ leadership Board	\$4,000.00	\$4,500.00	Leadership Board
NFYC Projects/Events	\$500.00	\$0.00	
Local FYC Meetings	\$2,000.00	\$6,000.00	Combined local meetings and development
LFYC Projects/Events	\$2,000.00	\$0.00	
Local FYCouncil Development	\$2,000.00	\$0.00	
NFYC Speakers Bureau	\$2,500.00	\$2,500.00	
Newsletter Production	\$4,000.00	\$0.00	move to Marketing and PR
FYC Annual Retreat	\$1,000.00	\$2,000.00	Combine Special Eevnt and Annual Retreat
FYC Special Event Expense	\$1,000.00	\$0.00	
Sibling Support/Permanency - Camp	\$30,000.00	\$30,000.00	
Marketing & P.R.	\$1,000.00	\$5,000.00	moved from newsletter
National Trainings/Convenings/Conferences	\$1,000.00	\$1,000.00	
Out of State Travel	\$2,308.68	\$2,308.68	
In-State Travel	\$4,000.00	\$4,000.00	
Need Based Fund	\$36,000.00	\$36,000.00	
Total Direct Services	\$104,697.68	\$104,697.68	

Total

	\$172,300.00	\$172,300.00
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