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47247-04

DOMESTIC VIOLENCE CONTRACT

BETWEEN THE

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

NEBRASKA DOMESTIC VIOLENCE SEXUAL ASSAULT COALITION

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 **NEBRASKA DOMESTIC VIOLENCE SEXUAL ASSAULT COALITION** (hereinafter "Contractor").

PURPOSE. The purposes of this contract is for the performance of grant application writing , grant management, reporting, and monitoring of domestic violence and sexual assault prevention, shelter and related services providers.

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from September 1, 2010 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 \$124,300 (One hundred twenty four thousand three hundred dollars and no cents) for the services specified herein. Of the total amount, \$37,800 (thirty seven thousand eight hundred dollars and no cents) is to be used for a statewide sexual assault prevention project (PHHS) and \$4,200 (four thousand two hundred dollars and no cents) is to be used for administrative costs related to the sexual assault prevention project. \$82,300 (eighty two thousand three hundred dollars and no cents) is to be used for family violence and sexual assault (DV/SA) services.

- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
 Payments will be made upon submission of performance and financial report and invoice for payment.

<u>Due Date</u>	<u>Covered Time Period</u>	<u>DV/SA Amount</u>	<u>PHHS</u>	<u>Total Amount</u>
Jan. 15 th , 2011	Sept, Oct, Nov, Dec	\$ 25,300	\$ 10,500	\$ 35,800
Apr. 15 th , 2011	Jan, Feb, Mar	\$ 19,000	\$ 10,500	\$ 29,500
Jul. 15 th , 2011	April, May, June	\$ 19,000	\$ 10,500	\$ 29,500
Aug. 31 st , 2011	final invoice for PHHS		\$ 10,500	\$ 10,500
Oct. 31 st , 2011	July, Aug, Sept.	\$ 19,000	\$ 0	\$ 19,000
Total		\$ 82,300	\$ 42,000	\$ 124,300

III. SCOPE OF SERVICES

- A. The Contractor shall do the following:

1. Preventative Health and Health Services

- a. Prepare and submit the annual grant application and workplan for the State of Nebraska's Preventative Health and Health Services grant from the Nebraska Department of Health and Human Services-Division of Public Health.
- b. Prepare and submit a mid-year and annual report for the State of Nebraska's Preventative Health and Health Services grant from the Nebraska Department of Health and Human Services-Division of Public Health.
- c. Facilitate completion of the Preventative Health and Health Services application goals.

2. Protection from Domestic Abuse and Family Violence Prevention, Shelter, and Related services

- a. **Program monitoring**
 - 1) Set program expectations by retaining and updating as needed the published Program Standards;
 - 2) Monitor program performance through biennial site visits of each program;
 - 3) Provide a summary of the site visit and recommendations to DHHS 30 days following the site visit;
 - 4) Prepare performance improvement plans, monitor improvement, and report findings to DHHS;
 - 5) Conduct Peer Reviews of four programs per year;
 - 6) Provide a summary of the peer review and recommendations to DHHS 90 days following the peer review; and

- 7) Prepare Peer Review performance improvement plans, monitor improvement, and report findings to DHHS.

b. Grant Management

- 1) Prepare the annual grant application for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services with input from providers, knowledgeable individuals and interested organizations;
- 2) Facilitate completion of the proposed goals in the application;
- 3) Complete the required reports for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services; and
- 4) Participate in planning and monitoring of the distribution of grants and grant funds.

c. Data Collection and Outcome Reporting

- 1) Collect performance, outcome, and financial reports from the domestic violence providers. The method of collection may be determined by the Coalition, but the information collected must be forwarded to DHHS to be used for activities such as, but not limited to, monitor contract compliance and for submission of reports to the funders.
- 2) Review the quarterly domestic violence performance and outcome reports from the Community Based Domestic Violence/Sexual Assault Programs and the four tribes;
- 3) Prepare and submit quarterly and annual status reports and attach performance and outcome reports by program, by region, and by state;
- 4) Review the quarterly domestic violence financial reports from the Community Based Domestic Violence/Sexual Assault Programs and the four tribes to maintain a program and statewide financial picture of domestic violence services;
- 5) Prepare and submit quarterly and annual summary reports that include, but not limited to, information of merit or concern as identified and attach financial reports by program, by region, and by state; and
- 6) Provide documentation of policies, procedures and protocols that ensure individual identifiers of client records will not be used when providing statistical data on program activities and program services, confidentiality is maintained, and the address or locations of any FVPSA-supported shelter will not be made public without the written authorization of the person or persons responsible for the operation of such shelter;

d. Outreach Program

- 1) Identify underserved populations
- 2) Develop and submit an outreach plan to assist programs to serve the identified underserved populations that includes elements that explain

domestic violence to communities, the most effective and safe ways to seek help, and tools to identify available resources.

e. Technical Assistance

- 1) Coalition will conduct training on topics such as core services to Survivors of DV and SA, administrative and management issues, enhance skills of providers to serve the identified underserved populations, and confidentiality;
- 2) Provide technical assistance/training to other organizations such as CFS Specialist for DHHS on Domestic Violence and Sexual Assault; and
- 3) Provide information and assistance to DHHS, upon request, regarding questions or concerns about domestic violence/sexual assault services in Nebraska.

f. Domestic Violence and Sexual Assault Program and Prevention State Plan

- 1) Prepare an annual statewide Domestic violence plan covering the period of October 1, 2010 to September 31, 2011 and
- 2) Prepare an annual report of accomplishments and recommendations for the next plan.

3. Requirements

a. Insurance

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

- 1) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- 2) **COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
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Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

3) **COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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4) **EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Department of Health and Human Services, Division of Children and Family Services, Julie Hippen at P.O. Box 95026, Lincoln, NE 68509 (facsimile (402) 471-9034).

b. Certifications:

- 5) Grant funds made available under this program by the State will not be used as direct payment to any victim or dependent of a victim of family violence (42 U.S.C. 10402(d)).
- 6) No income eligibility standard will be imposed on individuals receiving assistance or services supported with funds appropriated to carry out FVPSA (42 U.S.C. 10402(e)).
- 7) The address or location of any shelter or facility assisted under FVPSA will not be made public, except with the written authorization of the person or persons responsible for the operations of such shelter (42 U.S.C. 10402(a)(2)(E)).
- 8) The Contractor will comply with FVPSA confidentiality requirements and has established policies, procedures and protocols that ensure individual identifiers of client records will not be used when providing statistical data on program activities and program services and that the confidentiality of records pertaining to any individual provided family violence prevention or treatment services by any FVPSA-supported program will be strictly maintained (42 U.S.C. 10402(a)(2)(E)).
- 9) Funds made available under the FVPSA will be used to supplement and not supplant other Federal, State and local public funds expended to provide services and activities that promote the purposes of the FVPSA (42 U.S.C. 10402 (a)(4)).
- 10) If DHHS provides written consent for the Contractor to subcontract any portion of this contract, the Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

- 11) Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Background Checks

The Contractor will ensure all background checks have been completed on all employees, interns, and volunteers if it is foreseeable that the individual may have contact with children, youth and families in the performance of this contract.

Background checks will include a check of the following:

- a. State-wide criminal history check
- b. Sexual Offender Registry
- c. Child and Adult Abuse and Neglect Central Register/try
- d. State repository of driving records
- e. References
- f. Google search or other appropriate search engines.

In addition, for all employees, interns, and volunteers who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children, youth and families in the performance of this Contract, the Contractor will also perform the following checks in those states:

- a. Criminal history check for each state in which the individual resided or worked
- b. Sexual Offender Registry
- c. Child and Adult Abuse and Neglect Central Register/try
- d. State repository of driving records

If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or a similar registry, the Contractor shall complete criminal background checks in the cities, counties and states of previous employment or residence.

If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any victim or youth.

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 DHHS approval to hire an employee. Requests for an exception shall be made in writing to the Contract Liaison and will include the name and background information, along with supporting documentation from the Contractor as to why they believe that such person does not pose a threat

to children or families. DHHS shall have 10 business days to respond to such a request. All documentation related to the process is maintained in the contractor's staff personnel records.

All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

d. Retainage

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

e. Deliverables

Item	Due Date
Site visit plan	October 1, 2010
Sexual Assault Set Aside Block Grant, Preventative Health and Health Services application submitted.	November 19, 2010
Workplan to reach goals of FVPSA application for October 1, 2010 to September 31, 2011; including the proposed plan to identify emerging underserved populations.	November 30, 2010
Annual Report to be submitted to FVPSA (October 1, 2009 to September 31, 2010)	November 30, 2010
Final PHHS report for October 1, 2009 to Sept. 31, 2010	December 17, 2010
Annual Grant Application to FVPSA	As requested
Domestic Violence State Plan	January 1, 2011
Program Standards; Update and add section about program outcomes and evaluation	January 1, 2011
Preventative Health and Health Services Compliance Review	January 11 & 12, 2011
State Outreach Plan to serve underserved populations	January 15, 2011
NDVSAC performance and financial report	January 15, 2011
Quarterly summary of the review of programs' performance and outcome data and financial reports	January 30, 2011
Submit Training Plan to increase skills in serving previously identified underserved population	April 15, 2011
Preventative Health and Health Services mid-year report	April 15, 2011
NDVSAC performance and financial report	April 15, 2011
Quarterly summary of the review of programs' performance and outcome data and financial reports	April 30, 2011

NDVSAC performance and financial report	July 15, 2011
Quarterly report of review of programs' findings and performance and outcome data	July 31, 2011
NDVSAC performance and financial report	October 31, 2011
Quarterly summary of the review of programs' performance and outcome data and financial reports; including data for FVPSA report (10-1-2010 to 9-30-2011)	October 31, 2011
PHHS final Report (coverage period: 10-1-10 to 9-30-11)	February 1, 2012

B. DHHS shall do the following:

1. DHHS will maintain responsibility for monitoring compliance with the provider contracts and will be responsible for decisions regarding program funding and/or revisions to current program contracts.
2. Monitor the contract;
3. Provide technical assistance in the conduct of this contract; and
4. Review, evaluate and report performance.

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:

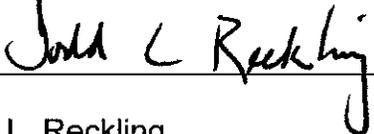
Julie Hippen
DHHS
301 Centennial Mall South
Lincoln, NE 68509
402-471-1731

FOR CONTRACTOR:

Lynne Lange
NE Domestic Violence Sexual Assault Coalition
1000 O St, Ste 102
Lincoln, NE 68508
402-476-6256

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

FOR CONTRACTOR:



Lynne Lange
Executive Director
NE Domestic Violence Sexual Assault
Coalition

DATE: 02/18/2011

DATE: 2-14-11

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Domestic Violence Program
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 Family Violence Prevention and Services/Grants for Domestic Violence Shelters and Related Assistance Grants to States

Grant # HHS-ACF-ACYF-FVPS-0035 **CFDA* #** 93.671

*(Catalog of Federal Domestic Assistance)

Amount: \$18,000

Grant Name Preventive Health and Health Services Block Grant

Grant # B01DP009036 **CFDA* #** 93.991

*(Catalog of Federal Domestic Assistance)

Amount: \$ 42,000

Contractor's Name Nebraska Domestic Violence Sexual Assault Coalition

Address: 1000 "O" Street, Suite 102

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

Federal Tax Identification Number (FTIN) 47-0606289

Contractor's Fiscal Year January 1, 2011 to December 31, 2011

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.

Lynne Lange
Print/Type Name

Executive Director
Print/Type Title

Lynne Lange
Signature

2-14-11
Date

402-476-6256
Telephone Number