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NEBRASKA BROADCASTERS ASSOCIATION
NCSA PROGRAM AGREEMENT

This State Broadcaster Association NCSA Program Agreement (this "Agreement") is made this 1st day of February 2013, by and between the **Nebraska Department of Health & Human Services** (the "NCSA Sponsor") and the **Nebraska Broadcasters Association** (the "Association").

WITNESSETH

WHEREAS, the NCSA Sponsor is seeking to air certain audio and video announcements over radio and television stations throughout the State of Nebraska (the "State") on as effective and efficient a basis as possible; and

WHEREAS, the Association makes available various goods and services including, but not limited to, a bank of air time for the broadcast of Non-Commercial Sustaining Announcements ("NCSA Announcements") under its Non-Commercial Sustaining Announcement Program ("NCSA Program"); and

WHEREAS, the Association is willing to make its NCSA Program available to the NCSA Sponsor on the terms and conditions stated herein and the NCSA Sponsor is willing to use the Association's NCSA Program on such terms and conditions ("this NCSA Program"); and

WHEREAS, it is the intent of the parties hereto that this transaction be treated as the NCSA Sponsor's acquisition by purchase of property and services for the direct benefit, as applicable, of the United States and/or of the State; and

WHEREAS, it is the intent of the parties hereto that this transaction be an activity of the Association substantially related to its tax-exempt purposes.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. NCSA Program. The Association represents (a) that it has established an NCSA Program whereby member and non-member radio and television broadcast stations within the State donate air time and related services to the Association with the intent that the Association may make available such goods and related services to Federal, state and local governmental entities and non-profit entities; (b) that the Association may retain all proceeds from such goods and related services for the Association's tax-exempt purposes; and (c) that station participation in its NCSA Program is voluntary but the Association's experience demonstrates that its NCSA Program generally affords statewide coverage of NCSA Announcements over radio and television broadcast stations.

2. Applicability of Agreement. This Agreement shall apply only to NCSA Announcements approved by, and provided by or on behalf of, the NCSA Sponsor (the "NCSA Announcements").

3. Usual and Customary Efforts. The Association shall use its usual and customary efforts to achieve statewide coverage for the NCSA Announcements on a value ratio of at least "x" spot announcements to one (1) such spot at each respective participating station's general market rate as specified in Schedule A hereto, it being understood that there is no guarantee offered or given unless such guarantee is expressly provided for on Schedule A hereto. The Association, at no additional cost to the NCSA Sponsor, shall distribute the NCSA Announcements to all broadcast stations within the State for airing under this NCSA Program at times of day which each participating station believes will be reasonably effective and during the period(s) set forth on Schedule B hereto on the condition that the NCSA Sponsor delivers the NCSA Announcements to the Association on a timely basis and in adequate quantities of broadcast quality master or duplicate audio cassettes, reel to reel tapes or video tape cassettes, as specified in Schedule C hereto. The NCSA Sponsor represents and warrants that the NCSA Announcements will be shipped either from the NCSA Sponsor's facilities or from any other facility chosen by the NCSA Sponsor. Any special association/station requirements are identified in Schedule C hereto.

4. Consideration. The NCSA Sponsor shall pay the Association the consideration identified in Schedule D hereto, within the time period(s) set forth in such Schedule D.

5. Payment Schedule. The NCSA Sponsor shall make prompt payments to the Association upon the NCSA Sponsor's receipt of the Association's statement/invoice (a) reciting that the Association has performed under the Agreement during the time period covered by the statement/invoice and that proof of broadcast, in a format described in Schedule D hereto, will be sent to the NCSA Sponsor as soon as practicable, but in no event later than forty-five (45) days after the date of the statement/invoice; and (b) setting forth the amount owed for the statement/invoice. The Association shall use its usual and customary efforts to obtain from each station participating in this NCSA Program proof of broadcast in the form specified in Schedule D, it being understood that the NCSA Sponsor agrees to be flexible given that each station's participation in this NCSA Program is strictly voluntary.

6. Failure of Performance. In the event of a failure of performance by the Association under Section 3 hereof, the Association shall use its usual and customary efforts to cause a reasonably adequate number of makegoods of the NCSA Announcements to be aired over the stations then participating in this NCSA Program and/or provide the NCSA Sponsor with a reasonable amount in refund and/or credit, the specific remedial action (e.g. makegoods, partial refunds, credits for future payments) to be mutually agreed upon by the parties hereto. For purposes of this Section, a failure in performance shall mean a failure to meet a guarantee over the Term (as defined) if such a guarantee is expressly made in Schedule A, or in the event no guarantee is provided, a failure to achieve at least a two (2) to one (1) value ratio measured over such Term.

7. Grant of Rights. The NCSA Sponsor represents and warrants that it holds all interests, rights, licenses, sublicenses, assignments, permissions, approvals, waivers and clearances (collectively, "All Rights") necessary or appropriate for it to enter into this Agreement and to authorize the Association and each station participating in this NCSA Program to air the NCSA Announcements within the terms of this Agreement without further authority from, or obligation or liability to any person or legal entity. The NCSA Sponsor hereby grants to the Association and to each station participating in this NCSA Program All Rights to air the NCSA Announcements pursuant to the terms of this Agreement.

8. Compliance with Laws. The NCSA Sponsor and the Association shall comply, in all material respects, with all federal, state and local laws applicable to them relating to the subject of this Agreement. The NCSA Sponsor represents and warrants that no NCSA Announcement will contain any material (a) which violates the Communications Act of 1934, as amended (the "Act"), the rules, regulations or policies of the Federal Communications Commission ("FCC's Rules"), the Lanham Act or the Copyright Act, (b) which violates or infringes upon any copyright, patent, trademark, trade secret or other proprietary right or right of privacy of any person or entity, (c) which creates any right of response in favor of any person or entity, including, without limitation, a candidate for public office, (d) which is defamatory, (e) which is not covered by a duly issued synchronization license(s) oar (f) which includes any music which is neither in the public domain or licensed by either ASCAP, BMI or SESAC. The NCSA Sponsor further represents and warrants that each NCSA Announcement will contain (x) the closed captioning of the verbal contents of the announcements as required by Section 711 of the Act and (y) the sponsorship identification tag required by the FCC's Rules and such tag shall be in a format that is understandable/readable to the average listener/viewer. The NCSA Sponsor shall include the following tag on all NCSA Announcements to comply with Section 73.1212 of the FCC's Rules: "Sponsored by **[name of NCSA Sponsor]** and aired in cooperation with the **Nebraska Broadcasters Association** and this Station." The NCSA Sponsor shall cause the radio tag to be aural and the television tag to be made at least visually.

9. Hold Harmless. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. For the purposes of this Agreement, including this Section, the term "party" shall include a party's officers, directors, employees, and agents; and "station" shall include the person or entity owning or operating the station which participates in this NCSA Program, including its stockholders, partners, members, officers, directors, employees and agents.

10. Cooperation and Public Counsel.

(a) The NCSA Sponsor and the Association shall cooperate fully with each other in taking any actions necessary or helpful to accomplish fully the transactions contemplated by this Agreement; provided, however, that no party shall be required to take any action which would have a material adverse effect upon it or any affiliated entity.

(b) In the event the Association provides health and human services to individuals on behalf of DHHS under the terms of this Agreement, the Association 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 Agreement. 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.

11. Effective Date. This Agreement shall become effective on the date first written above. The term shall begin on **February 1, 2013**, and continue to, and including, **December 31, 2013** (the "Term").

12. Termination. This Agreement may be terminated by mutual agreement of the parties hereto. This Agreement may also be terminated by any party hereto, upon written notice to the other, if (a) the party seeking to terminate is not in default, or in breach of any of its material obligations, under this Agreement; (b) the other party has defaulted, or breached any of its material obligations, under this Agreement; and (c) such default or breach remains uncured on the thirtieth (30th) day after receipt of written notice of default or breach.

13. Liability. The termination of this Agreement under Section 12 shall not relieve any party of any liability for breach of this Agreement prior to the date of termination.

14. Further Assurances. Each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

15. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

16. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

17. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State without giving effect to the choice of law principles thereof.

18. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery of five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to the NCSA Sponsor: Nebraska Department of Health & Human Services
Attn: Shirley Pickens White
P.O. Box 95026
Lincoln, NE 68509

If to the Association: Nebraska Broadcasters Association
Attn: Marty Riemenschneider
12020 Shamrock Plaza, Suite 200
Omaha, NE 68154

19. Counterparts. This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

20. Material Reliance. The parties acknowledge and agree that the Association and each station participating in this NCSA Program is relying materially upon each of the representations, warranties and covenants of the NCSA Sponsor contained in this Agreement.

21. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than (a) the parties hereto, (b) their successors or permitted assigns, and (c) the stations broadcasting the NCSA Announcements pursuant to this Agreement, any rights or remedies under or by reason of this Agreement.

22. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable; provided, however, that if the removal of such offending provision materially alters the burdens or benefits of either party, the parties agree to negotiate in good faith such modifications to this Agreement as are appropriate to insure the burdens and benefits of each party are reasonably comparable to those originally contemplated and expected.

23. Amendments and Waivers. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

24. Drug-Free Workplace. The Association certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. The Association shall provide a copy of its drug-free workplace policy at any time upon request by NCSA Sponsor.

25. 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.

26. Entire Agreement. This Agreement and the Schedules attached hereto and any ancillary documents provided for herein embody the entire agreement and understanding of the parties hereto relating to the matter provided for herein, and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

NEBRASKA DEPARTMENT OF HEALTH & HUMAN SERVICES

By:_____
(Duly Authorized Representative)

NEBRASKA BROADCASTERS ASSOCIATION

By: Marty Riemann
(Duly Authorized Representative)

SCHEDULE A

This Agreement does not contemplate a guarantee.

The value ratio contemplated under Section 3 of the Agreement shall be on the basis of 4 to 1.

SCHEDULE B

The broadcast schedule will be on a run-of-schedule basis.

SCHEDULE C

The NCSA Sponsor shall provide tapes in the formats and amounts below and the Association shall distribute them to its stations. Radio spots may be send in electronic form (mp3 files) or

65 - CD's or spots may be sent to radio stations via mp3 files
10 DVC PRO, 1 Beta SP tapes (television spots may also be delivered electronically)
1 - TV DVD
1 – Radio CD

SCHEDULE D

	Amount
Per quarter billing	$ 16,250
Total	$ 65,000

The Association shall not be obligated to pay any commission or other fee to NCSA Sponsor or any other person or entity under this Agreement. Accordingly, the amounts specified above are net of any commissions due.

The Association's statements/invoices will be rendered quarterly based on the specifications set forth in Section 5 of the Agreement. The Association's statements/invoices, if received by the 20th of the month and found to be in order, shall be paid by the 20th of the following month.

A listing of stations airing announcements, the total number of announcements per quarter, and the total dollar value per quarter of said announcements, along with affidavits when available will be submitted on a quarterly basis.