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PREPARATION for ADULT LIVING, TRANSITIONAL LIVING AND INDEPENDENT LIVING SERVICES FOR YOUTH CHILD WELFARE SERVICE CONTRACT

BETWEEN THE

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

PONCA TRIBE OF NEBRASKA

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 **PONCA TRIBE OF NEBRASKA** (hereinafter "Contractor").

PURPOSE. The purpose of this contract for the provision of Preparation for Adult Living, Transitional Living and Independent Living services to the youths of the State of Nebraska; and whereas the Contractor is providing Preparation for Adult Living, Transitional Living and Independent Living services; located at PO Box 288, Niobrara, Nebraska 68760.

I. TERM AND TERMINATION

- A. **TERM.** This contract is in effect from October 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 to pay the Contractor a total amount not to exceed \$20,616.00 (Twenty thousand six hundred sixteen dollars) for the services specified herein.
- B. **PAYMENT STRUCTURE.** The Department agrees to make quarterly payments in the amount of \$5,154.00. The first payment will be made upon the signing of the contract and is contingent upon the receipt of final report of services provided including any expenditures for the Room and Board Program. The remaining quarterly payments will be made as follows: Second quarter payment will be made no earlier than January 15, 2011, contingent upon submittal of a bill by the

Contractor. The third quarter payment will be made no earlier than April 15, 2011 contingent upon submittal of a bill by the Contractor and the receipt of the semi-annual report of services provided including any expenditures for the Room and Board Program. The fourth quarter payment will be made no earlier than July 15, 2011 contingent upon the submittal of a bill by the Contractor.

- C. The Department reserves the right to withhold payment until required reports are received.
- 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 will provide preparation, transition, and independent living services to support foster youth residing in the Ponca Service Area, expected to age out of the foster care system. The Contractor will provide such services to youth living on reservation lands. These services will be provided to teach, encourage, and maintain self-sufficiency as youth transition out of the Department and/or tribal foster care system. These services will be family and youth focused, community based, culturally competent, and developmentally appropriate. The Contractor agrees to provide services as follows:
 - 1. Preparation: a process to assess and assist the youth in preparing for self-sufficient adulthood. Obtainable through formal and informal modeling and teaching of skills, recognizing values and establishing achievable goals.
 - 2. Transition: the process to assess, support, practice and monitor the youth's ability to successfully apply learned skills in a semi-supervised scatter site or congregate living arrangement.
 - 3. Independence: the act of applying learned skills and demonstrating self-sufficiency with the community and having connection to a natural support network.
 - 4. Youth development and youth leadership opportunities for Tribal Youth;
 - 5. Maintain and support the Tribal Youth Council. Involve the Tribal Youth Council in the process of identifying and communicating the needs of the tribal youth.
 - 6. Actively participate and contribute to the Nebraska Indian Youth Council (NIYC), providing at least one adult sponsor and as many youth as are interested and appropriate to NIYC. The adult sponsor and youth members must adhere to the roles and responsibilities as outlined in the by-laws of NIYC.
 - 7. Actively participate in a Native American Youth Conference, providing input in planning and facilitating the conference through the Nebraska Indian Youth Council
 - 8. Incorporate youth development strategies, including youth leadership training and opportunities to experience leadership roles, into the policies and procedures that over see the Contractor's youth programs, youth council and community activities;
 - 9. The goal of services provided shall be to assist Nebraska's youth in that:
 - a. Having sufficient resources to meet their daily living needs.
 - b. Having a stable and safe place to live.

- c. Attaining academic or vocational educational goals.
- d. Having a connection to caring adults in their lives.
- e. Avoiding illegal activities.
- f. Postponing parenthood.
- g. Having access to physical and mental health services.

B. The Contractor will provide preparation services as follows:

1. The Contractor will develop and carry out a basic core self-sufficiency skills training for caregivers, case managers, and youth which will include:
 - a. Use of the Ansell-Casey Life-skills Assessment (ACLSA). Another assessment tool may be used upon written approval of the Department.
 - b. Use of standardized self-sufficiency/preparation for adult living plan. The plan must fit with the assessment tool used.
 - c. Use of appropriate resource materials relevant to core skills in: daily living, housing, transportation, work and study skills, money management, community resources, self-care, personal and social development.
 - d. Use of necessary training tools. Such tools can be located by using the resources online with Casey Life-skills. Others may be developed to include culturally specific training approaches and materials.
 - e. Use of input and consultation from youth in the development of the curriculum, or selection of developed curriculum, and youth delivery of components of the curriculum as needed.
 - f. One-to-one training opportunities to youth.
2. The Contractor will consult with the Department Service Area Liaisons to include Department foster homes and residential care providers living or located in the Ponca Service Area. When offering training in group settings, the Contractor will develop a training schedule, obtain training locations, and request the mailing lists from identified Department contacts for the scheduled training sessions. The Contractor will do the scheduling, setting up the training locations and logistics of training, as well as mail out notices after receipt of mailing labels from Department staff.
3. Training offered in preparing youth for self-sufficiency will include information in areas that youth will need for successful adult living which may include but is not limited to:
 - Hard Skills:
 - Daily Living - i.e. nutrition, menu planning, grocery shopping, meal preparation, clean-up, home cleaning and clothing care, home safety and repairs
 - Housing /Transportation—i.e. renting, leasing, roommates, using public transportation, purchasing a vehicle, getting a driver's license, buying insurance, car repairs and maintenance.
 - Work Skills and Study Skills—i.e., interests and career choices, interviewing for jobs, understanding benefits, locating employment, completing an education.
 - Money Management—i.e. budgeting, bill paying, banking, taxes, loans, credit cards, comparison-shopping.
 - Soft Skills:
 - Community Resources—i.e. Knowing where to go to get what might be needed,

using the yellow pages, phone book, service agencies listings, doctors, knowing your neighbors, voting, and volunteering.

Self-care—i.e. personal hygiene, health care, handling stress, alcohol, tobacco, drugs, relationships, sexuality

Personal Development—i.e. self-esteem, cultural awareness, communication, relationships with others, leisure time

Work and Study Skills—i.e. organizational skills, decision making, having an environment conducive to study and relations with peers and bosses.

4. Offer consultation, technical assistance, and support to foster parents, residential care providers, and case managers, as it relates to preparing youth for self-sufficiency in the areas of assessment, plan development, resources, cultural competencies, and strategies for youth 16-19 years of age. Services may be offered to youth younger or older than 16-19 years of age at the discretion of the contractor.
 5. Services can be delivered to youth, and those working with the youth, through group training or training on a one-to-one basis.
- C. Provide Transitional and Independent Living Services as follows:
1. Provide consultation to caregivers for youth that need additional support or follow-up beyond the usual and customary support offered in foster homes and other residential care facilities. Such consultative work can include: phone consultation or face-to-face involvement in a team meeting for a youth to offer knowledge and expertise of assessment and planning, resources, cultural competencies, community supports, learning tools.
 2. Accept referrals and provide Transitional Living Support Services for youth, male or female, including pregnant and parenting teens that are within six months of transition from a foster home or other residential service to independence.
 - a. The Contractor will serve any youth living within the Ponca Service Area, including youth from tribes other than the Contractor's, and youth that are not Native American. The Contractor is the primary service provider of preparation and transitional living services offered to youth living within the Ponca Service Area. The allocation of Chafee dollars to the tribe are the first used resources for these services.
 - b. The Contractor will not duplicate effort of another transitional living support service and therefore will not accept a referral for service delivery when another transitional living program is fully engaged with a youth. The only exception is in consultation with another service provider for successful transfer of supportive services to a youth from one service provider to the other.
 - c. The Contractor will keep a record of names, dates of referral and denial, case manager involved, and identified service alternatives for all youth that the Contractor was unable to serve due to limited resources. When the Contractor is unable to serve youth referred, the Contractor will play a consultative role in identifying alternatives for supportive services with the case manager. The Contractor's information about youth that they were unable to serve will be used to determine what services were then provided to these youth through other resources.

- d. Youth accepted for Transitional Living Service who are living independently must be age 17 or older (unless under well-documented circumstances whereby a youth age 16 may be accepted for services. Under such circumstances the youth's situation will be reviewed by the Department's Service Area Administrators or their designee when such youth is a ward of the state). The Contractor will accept such referrals on a 16 year old only when the referral has signed authorization and agreement by the Service Area Administrator or their designee for youth which are wards of the State.
 - e. The Contractor may accept self-referrals from youths who are former foster youths but have aged out of the foster care system.
3. Provide staff to meet with youth to provide information about the transitional living program and review guidelines. Staff will conduct an independent living assessment on each youth using the Ansell-Casey Life Skills Assessment (ACLSA) (another assessment may be used upon written agreement of the Department). Staff will develop an independent living plan with the participation of the youth, their case manager, and family members when appropriate, (assessment and plans should be current within 12 months or more frequently as needed).
 4. Assist youth in locating and leasing safe, secure, affordable living quarters.
 5. Provide contacts to include face-to-face life skills training and consultation with the youth in such areas as meal preparation and nutrition, daily scheduling, time management, home management, financial management, accessing medical care, utilizing transportation systems, and building interpersonal and problem solving skills.
 6. Assist youth in completing and advancing their education.
 7. Assist youth in securing and retaining appropriate employment.
 8. Provide 24-hour crisis support, seven days a week through development of a crisis plan with the youth and their team and/or staff provision of this service directly to the youth.
 9. Provide training and support, during day, evening, and weekend hours.
 10. For youth that are under the care and custody of the Department, report to a case manager any incidents of behavior of a violent or threatening nature that would create a risk to the safety of the youth or the public.
 11. Manage the implementation of the youth's Transitional or Independent Living Plan.
 12. Seek out and work towards developing with the youth, positive adult relationships such that each youth leaving the program can at a minimum identify one adult to whom they feel a sense of connection that is supportive and healthy. The Contractor will seek out informal relationships, mentoring relationships, which can extend beyond the length of time the youth is involved in the transitional or independent living service.
 13. Coordinate with other service providers and other individuals who will provide "wraparound" support to youth as directed in each individual service plan.
 14. Work with neighborhoods, landlords, employers, and educators, in collaboration for developing a "community of support" around youth. The Contractor will work with youth on developing a sense of community belonging and responsibility.

15. Assist youth in remaining in their apartment, with the belongings they have acquired over the course of receiving transitional support services, as they end such services.
16. Move youth through the service at a rate appropriate to each youth.
17. Provide transportation for the youth when providing experiential learning and training to the youth. Assist the youth in obtaining transportation by other means for meeting their ongoing needs. Transportation from contracted transportation providers may be authorized by the Department for youth who are in Department custody or young adults who would otherwise be eligible for such services, to meet some of their basic needs such as Doctor or Dental appointments, etc. The Contractor should be working with the youth on meeting their transportation needs as a means toward successful self-sufficiency and without reliance on the Contractor or the Department to meet these needs.
18. Vocational Services.
Assist youth in securing and retaining appropriate employment. Staff may accomplish this through the use of a job coach, an incentive to the employer, specialized on-the-job training, a job mentor, special uniforms, tools, bus passes for the first few weeks of work, etc.

D. Additional Contractor Responsibilities

1. Be responsible for the hiring, training, screening, supervising, ongoing support, and monitoring of qualified personnel on an on-going basis to carry out Preparation, Transitional, and Independent Living Services.
2. Submit invoices to the Department's Independent Living Coordinator as required under "Consideration" Section II.
3. Attend any meetings scheduled, (at least twice per year) with the Department Independent Living, any designated Service Area Liaisons, and any representatives from the other tribes of Nebraska to discuss and collaborate on overall service delivery for the Native American youth of Nebraska.
4. Offer technical assistance to other Transitional and Independent Living Services offered by other Contractors in the State which may include but is not limited to: cultural competencies, best practice strategies, curriculums, forms, and effective tools for tracking or reporting.

E. REPORTING REQUIREMENTS

The Contractor will submit written monthly reports to the Child and Family Services Specialist for any youth under the care and custody of the Department. These reports will include a description of the goals, activities, progress made, achievements, and next steps.

The Contractor will compile a semi-annual due and final report from services provided including any expenditures for the Room and Board Program. These reports will be due to the Department by April 25, 2011 (October 2010-March 2011 data) and October 25, 2011 (October 2010-September 2011 data). Tracking data and outcomes are subject to change and the contractor will update data as required in collaboration with federal and state initiatives.

F. ADMINISTRATIVE STANDARDS.

1. **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 agrees to use the survey questions developed by the Administration for Children and Families in meeting the following Outcomes:
 - a. Outcome: Increased number of youth receiving Independent Living Assessments
100% of all youth age 16 will have completed the Ansell Casey Independent Living Assessment.
 - b. Outcome: Increased number of youth with Independent Living Services plans
100% of all youth age 16 and older living in foster care or independently will have an Independent Living Service plan with goals that have been developed by the youth as indicated by their signature
 - c. Outcome: Enhanced Knowledge / Use of Community Resources and Support Systems
90% of the youth served by the program will demonstrate increased independent living skills.
90% of the youth served by the program will be able to identify specific informal community based supports.
 - d. Outcome: Increased number of youth with access to physical and mental health services
90% of youth served by the program will have access to physical and mental health services

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:

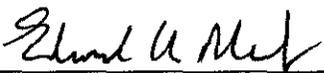
Name: Shirley Pickens White
Organization: NDHHS
Address: PO Box 95026
City, State, Zip: Lincoln, NE 68509
Phone: (402) 471-9196

FOR CONTRACTOR:

Name: Vietta Swalley
Organization: Ponca Tribe of Ne
City, State, Zip: Niobrara, NE 68760

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.

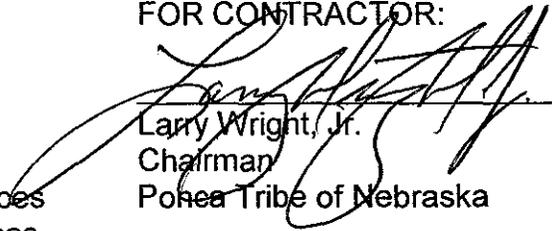
FOR DHHS:



Edward H. Matney
Policy Section Administrator
Department of Health & Human Services
Division of Children and Family Services

DATE: 22 April 2011

FOR CONTRACTOR:



Larry Wright, Jr.
Chairman
Ponca Tribe of Nebraska

DATE: 11/20/10

**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 Independent Living Grant # G-0901NE1420 CFDA* # 93.674

*(Catalog of Federal Domestic Assistance)

Contractor's Name PONCA TRIBE OF NEBRASKA

Address: PO. Box 288

City: NIOBRARA State: NE Zip Code: 68760

Federal Tax Identification Number (FTIN) 47-0744117

Contractor's Fiscal Year Oct. 1, 2010 to Sept. 30, 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. 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.

Tom Tillisch

Print/Type Name



Signature

3/3/2011

Date

DIRECTOR OF FINANCE

Print/Type Title

(402) 857-3391

Telephone Number