AB# 517738

37221-26

# CONTRACT

## BETWEEN THE

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

## AND

## DOMESTIC ABUSE/SEXUAL ASSAULT SERVICES

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Division of Children and Family Services, Child Welfare and Office of Juvenile Services Unit** (hereinafter the "Department"), and **Domestic Abuse/Sexual Assault Services** (hereinafter the "Contractor").

PURPOSE. The purpose of this contract for the provision of domestic violence/sexual assault services to the youth, adult and families of the State of Nebraska; and whereas the Contractor is providing domestic violence/sexual assault services; located at PO Box 714, McCook, Nebraska 69001.

## I. TERM AND TERMINATION

A. TERM. This contract is in effect from July 1, 2008 until June 30, 2009.

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 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

## II. CONSIDERATION

A. PAYMENT STRUCTURE. The Department agrees to pay the Contractor not more than **$65,639.24** (Sixty-five thousand, six hundred and thirty-nine dollars and twenty-four cents) for domestic violence services. A payment of $16,409.81 will be made upon signing of the contract. The Department agrees to pay the Contractor $16,409.24 for each of the last three quarters, contingent upon the Contractor submitting the monthly reports described in Section III C.1.A.1. The Department agrees to pay the Contractor not more than **$9,885.53** (Nine thousand, eight hundred and eighty-five dollars and fifty-three cents) for sexual assault prevention and intervention services. A payment of $3,937.00 will be made upon the signing of the contract. Another payment of $3,937.00 will be made during the second quarter and a payment of $2,011.53 will be made

during the third quarter, contingent upon the Contractor submitting the monthly financial and statistical reports outlined in Section III C.1.A1.

B. The Contractor understands and agrees that this Contract does not guarantee that the Department shall request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department shall be expected.

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.

E. The Contractor agrees not to accept payment directly from the individuals served or family of the youth unless an established part of the Department's case plan includes a fee for services.

F. The Contractor is expected to submit the Department provided billing documents within ninety (90) days of the provision of service. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid.

G. Outcome Measures will be recorded in a statewide database and posted on the Internet as past of the Department's position to be transparent and accountable.

## III. SCOPE OF SERVICES

The Contractor agrees to perform the following services for valuable consideration provided by the Department, a domestic violence and sexual assault program which will include but will not be limited to the provision of the services listed hereunder:

A. Seven emergency services to victims of domestic violence:
   1. Constant access and intake to services;
   2. Immediate transportation, or access to immediate transportation, to a hospital or place of safety;
   3. Access to immediate medical services or first aid;
   4. Access to emergency legal counseling and referral;
   5. Crisis counseling to provide support and safety planning;
   6. Emergency financial aide; and
   7. A safe living environment that will provide a supportive, non-threatening shelter.

B. In addition to the seven emergency services, each program will provide:
   1. Victim Advocacy in the following areas:

a. law enforcement
b. legal, including assistance in completing Protection Orders as required by statute
c. court and criminal justice system
d. medical
e. other as needed

C. Community Education and Training that includes but will not be limited to the provision of the following services:
1. Education programs and seminars for schools and community organizations on a continuum of topics including domestic violence, sexual assault, sexual harassment, personal safety, healthy relationships, gender issues and primary prevention of sexual violence;
2. Information, training and resource materials to other key service providers including but not limited to: law enforcement personnel, health care providers, parents, school administrators and educators, clergy, and other human service providers; and
3. A variety of public awareness activities, including community forums and media outreach to increase community forums and media outreach to increase community awareness of the prevalence of domestic violence and sexual assault, personal and community prevention strategies, and the availability of local prevention and intervention services.

D. PROGRAM STANDARDS

Programs agree to adopt the existing program standards developed by Nebraska's Network of Domestic Violence Sexual Assault Programs and the Nebraska Domestic Violence Sexual Assault Coalition.

E. SERVICE STANDARDS:

Contractors agree to:
1. Provide services according to the program standards
2. Actively participate in a peer review process and address concerns identified through that process.

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 strategies for enhancing safety**
      1) 65% of domestic violence survivors served by the program will have strategies for enhancing their safety.

**b. Outcome: Increased knowledge of available community resources**

1) 65% of domestic violence survivors served by the program will gain knowledge of available community resources.

2. Required Reports:

a. Accountability Report:

1) The Contractor must send completed monthly fiscal and statistical report forms to the Nebraska Domestic Violence Coalition by the 15th day of each month, to report the previous months data.

2) The Contractor shall annually report performance measures for the time period July 1 - June 30 by September 1. Should the Contractor be more than thirty (30) days delinquent in submitting the Performance Measures Report, the Contractor will pay the Department 10% of the previous quarters total receipts from the Department. The Contractor will continue to pay such amount every calendar month until such time as the Performance Measures Report is submitted.

3) Should the Contractor not meet the performance identified within the performance measures, the Contractor will pay the Department 1 % of the annual amount paid to the Contractor for the services provided under the scope of this contract for each measure that is not being met.

3. Staff Standards

a. Background Checks:

1) The Contractor agrees to conduct a National Criminal History Check on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract.

2) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:

(a) The Sex Offender Registry maintained by the Nebraska State Patrol.

(b) The Nebraska Child abuse and Neglect Central Register.

(c) The Nebraska Adult Abuse and Neglect Central Register

3) The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

4) The Contractor agrees to perform out-of state background check on all newly hired employees, interns, and volunteer who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not

maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.

5) Current Employees-The Contractor shall complete background checks every two (2) years for all current employees. If a current employee residing in a state, other then Nebraska, and that state does not maintain a Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a national, state and local criminal background check. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
6) All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

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

5. Conflict Resolution: Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the Service Area Contract Liaison or designee.

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

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

7. Tobacco Smoke Prohibited: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to youth under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for youth as defined by the Act.
   The Contractor agrees to prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this contract.

8. Insurance:
   a. The Contractor shall maintain the following types of insurance for the duties performed under this contract:
      1) General liability;
      2) Workers Compensation, as required by Nebraska law;
      3) Automobile, both non-owned and hired car;
      4) Professional liability,
      5) Errors and omissions, if applicable to the duties performed under this contract; and
      6) Premises and property.
   b. The Contractor shall provide to the Department within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the Service Area contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the cancelled policy(s), to ensure that there is no break in coverage.
   c. The Contractor shall ensure that all individuals transporting youth have a current, valid driver's license.

9. Release of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters in

presentations, press releases, newsletters, newspaper articles, fliers, fund raising materials, internet sites, etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.

## IV. DEPARTMENT RESPONSIBILITIES

All Department responsibilities are describe within III. Scope of Services.

## V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and 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 the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of 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 the Department. All records shall be maintained in accordance with generally accepted accounting principles.

2. The Contractor agrees to provide the Department 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 the Department 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 the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.

4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department 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 the Department.

B. AMENDMENT. This contract may be modified only by written amendment, duly 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 hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

D. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate the contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

E. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

F. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, 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.

G. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

H. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. This provision shall survive termination of this contract.

I. 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.

J. 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.

K. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

L. FEDERAL FINANCIAL ASSISTANCE. The Contractor agrees that its performance under this contract will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

M. 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.

N. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

O. HOLD HARMLESS.
1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

P. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. 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.

Q. 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.

R. LOBBYING.
1. If the Contractor receives Federal funds through the Department, for full or partial payment under this contract, then no Federal appropriated funds will 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.

S. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires the department to withhold Nebraska income tax if payments for personal services are made in excess of $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

T. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology 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.

U. NON-DISCRIMINATION. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

V. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.

W. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department 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 the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

X. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. 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.

Y. 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.

Z. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies 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.

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 THE DEPARTMENT: | FOR THE CONTRACTOR: |
|---|---|
| SHIRLEY PICKENS WHITE | Donna Goad |
| NE Department of Health & Human Services | Domestic Abuse/Sexual Abuse |
| PO Box 95026 | PO Box 714 |
| Lincoln, NE 68509 | McCook, NE 69001 |
| (402) 471-9196 | (308) 345-1612 |

**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 THE DEPARTMENT:

Signature

Todd A. Landry, Director
Division of Children & Family Services
NE Department of Health & Human Services

DATE: 6/26/08

FOR THE CONTRACTOR:

Signature

Donna Goad
Domestic Abuse/Sexual Abuse

DATE: 6-30-08

JUN 2 2 2009

# CONTRACT

## BETWEEN THE

## NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
## Division of Children and Family Services

## AND

## Domestic Abuse/Sexual Assault Services
## AMENDMENT ONE, May, 2009

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Division of Children and Family Services** (hereinafter the "Department"), and **Domestic Abuse/Sexual Assault Services**(hereinafter the "Contractor").

The Contract between the parties dated June 30, 2008 is hereby amended as follows:

Article I. A. "TERM" is amended to read:
This contract is in effect from July 1, 2008 to December 31, 2009.

Article II. A. "Payment Structure" is amended to read:
A. Payment Structure. The Department agrees to pay the Contractor the total amount not to exceed $116,852.77 (one hundred sixteen thousand eight hundred and fifty two dollars and seventy seven cents) for the services specified herein.

Article II. A. "Payment Structure" is amended to add:

For the period of July 1, 2009 to December 31, 2009, the Department agrees to pay the Contractor not more than the amount of $32,820 for domestic violence services. The Department agrees to pay the Contractor not more than $8,508 for sexual assault prevention services.

Payments will be made contingent upon the Contractor submitting the monthly reports described in Section III F.2.a.1

The first domestic violence and the full sexual assault prevention payment will be made upon submission of a billing invoice and the June monthly report that is due July 15, 2009. The second domestic violence payment will be made upon submission of the a billing invoice and the September monthly report that is due October 15, 2009

Article V. "General Provisions" is amended to insert the following paragraph:
AA. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Contractor is to 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. See the table below and Attachment 1, Audit Requirement Certification form. 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.

BB.

| **Amount of annual federal payments** | **Audit Type** |
|---|---|
| *Less than $500,000* | *Audit that meets Government Auditing Standards* |
| *500,000 or more in federal payments* | *A-133 audit* |

"NOTICES" is amended to read:
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 THE DEPARTMENT:

Julie Hippen
NE Department of Health & Human Services
PO Box 95026
Lincoln, NE 68509
(402) 471-1731

FOR THE CONTRACTOR:

Donna Goad
Domestic Abuse/Sexual Abuse
PO Box 714
McCook, NE 69001
(308) 345-1612

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

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

FOR THE DEPARTMENT:

Signature

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

DATE: 06/10/2009

FOR THE CONTRACTOR:

Signature

Donna Goad
Domestic Abuse/Sexual Assault Services

DATE: 6-18-09

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**
Domestic Abuse/Sexual Assault Services
**AUDIT REQUIREMENT CERTIFICATION**

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

**Grant Name** 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
**Amount: 13,570**

**Grant Name** Sexual Violence Prevention and Education (RPE) **Grant #** 5VF1CE001132-03
**CFDA* #** 93.136
**Funding Opportunity Announcement (FOA) #** CDC-RFA-CE07-701
**Amount: 8,508**
*(Catalog of Federal Domestic Assistance)

**Contractor's Name** Domestic Abuse/Sexual Assault Services
**Address:** PO Box 714
**City:** McCook **State:** NE **Zip Code:** 69001
**Federal Tax Identification Number (FTIN)** 47-0615934
**Contractor's Fiscal Year** July 1st, 20___ to June 30th, 20___

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. X 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 is 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.

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|---|---|
| DONNA GOAD | Executive Director |
| **Print/Type Name** | **Print/Type Title** |
| Donna Goad | |
| **Signature** | |
| 6-18-09 | 308-345-1612 |
| **Date** | **Telephone Number** |