

AB#  
538058

54554-04

**DOMESTIC VIOLENCE/SEXUAL ASSAULT CONTRACT**

**BETWEEN THE**

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

**NEBRASKA DOMESTIC VIOLENCE/SEXUAL ASSAULT COATION**

**AMENDMENT ONE, JULY 2013**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **NEBRASKA DOMESTIC VIOLENCE/SEXUAL ASSAULT COATION** (hereinafter "Contractor").

The Contract between the parties dated 12-12-12 is hereby amended as follows:

Article I, Paragraph A is amended to read:

- A. Term: This contract is in effect from October 1, 2012 until February 28, 2014.

Article II. Consideration is amended to read:

- A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$114,000 (One hundred and fourteen thousand dollars and no cents) for the services specified herein.

- 1. For the period October 1, 2012 through June 30, 2013, the Contractor will be reimbursed in the following manner:

**October 1, 2012 – June 30, 2013**

Project	Per item rate/description of item	Total cost
Submit report of updates to the financial reporting system		\$500
Technical Assistance	\$17.00 per hour	\$14,250
Results Based Accountability	Technical Assistance	\$4,000
Inclusion of Tribes	Outreach	\$2,000
Trauma informed care	Training	\$250
Serving children	Training	\$250
Underserved Populations	Outreach Plan	\$2,000
Program Standards	Create a plan to update, update Confidentiality and Core Values.	\$5,000

FVPSA Grant Management; Define roles of the Coalition, DHHS and programs	Application and outline of responsibilities of each entity.	\$6,500
FVPSA	Final report	\$1,500
Quarterly Program Performance Status Report (3)	\$1,500 per quarter	\$4,500
Quarterly Program Financial Status Report (3)	\$250/quarter	\$750
Peer Review and report (up to 3)	\$5,000 per review	\$15,000
Total		\$56,500

2. For the period of July 1, 2013 to February 28, 2014, the contractor will be reimbursed for the following listed services:

Project	Per item rate/ description	Total cost
Submit the updated Sustainability Plan		\$2,000
Program Standards	Eligibility Criteria, program standards addendum for member expectations.	\$2,000
Program Standards	Update according to the plan	\$5,000
Define roles of the Coalition, DHHS and programs	Monthly meetings	\$1,500
General Technical Assistance to programs and community	\$18.50 per hour/838 hours	\$15,500
Inclusion of Tribes	Outreach	\$ 2,500
Trauma informed care	Training	\$ 500
Underserved Populations	LGBTQ	\$2,500
FVPSA	Final report (Dec. 2013)	\$1,500
FVPSA Application	If announcement released	\$5,000
Quarterly Program Performance Status Report (2)	\$1,500 per quarter	\$3,000
Peer Review and report (up to 2)	\$5,000 per review	\$10,000
Results Based Accountability	Attend training and make updates to the previously submitted plans as necessary	\$1,000
Coalition Quarterly Reports (2)	\$500/quarter	\$1,000
Initial New Leadership Program Training for sustainability (1)	\$500/training	\$ 500
Secondary New Leadership Program Training for sustainability (4)	\$500/training	\$2,000

Board Training for sustainability (4)	\$500/training	\$2,000
Total		\$57,500

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

10. The Contractor shall do the following in the period of July 1, 2013 to February 28, 2014:
  - a. Family Violence Prevention and Services Act Grant Management
    - 1) Complete the required reports for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services.
      - a) Collect quarterly performance and outcome reports from the domestic violence providers. The method of collection may be determined by the Contractor. The information collected must be forwarded to DHHS to be used for activities such as monitoring sub recipient compliance and for submission of reports to the funders.
      - b) Prepare and submit quarterly performance and outcome status reports of the information submitted by the community based domestic violence/sexual assault programs. The status report will include information to confirm receipt of the performance and outcome reports and will identify any data discrepancies or problems.
    - 2) Participate in planning and monitoring of the distribution of grants and grant funds.
    - 3) The contractor will meet with DHHS to define the roles of the DHHS, the Coalition and the network of programs in respect to carrying out the combined work of the entities for our state.
    - 4) If announced during the amendment timeframe, prepare the annual state plan/application for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services. The plan will be developed and will include input from providers, knowledgeable individuals and interested organizations.
    - 5) Facilitate completion of the proposed goals in the Family Violence Prevention and Services Nebraska state plan/application by providing technical assistance to the local domestic violence sexual assault providers in the following areas:
      - a) Trauma-informed Care  
The Contractor will provide:

- i. A 4 hour training on Trauma and Intimate Partner Sexual Violence that will be held in July 2013 for the network of programs.
- ii. A 1.5 hour training regarding Trauma Informed Services that will be incorporated into the Fundamentals of Advocacy Training to be offered in October 2013 for new program advocates.
- iii. A 1 hour training regarding Vicarious Trauma that will be incorporated into the Fundamentals of Advocacy Training to be offered in October 2013 for new program advocates.
- iv. A 1 hour training on Trauma Informed Services that will be incorporated into a larger day-long training covering the topic of Adult Survivors of Childhood Abuse to be offered for the network of programs during July 2013.

b) Underserved populations

Lesbian Gay Bi-sexual Transgender and Questioning (LGBTQ)

In cooperation with DHHS, the Contractor will:

- i. Establish and publicize program standards that prohibit harassment based on race, sexual orientation, gender, gender identity (or expression), religion and national origin that include monitoring claims, addressing them seriously, and documenting their corrective action(s) so all participants are assured that programs are safe, inclusive, and non-stigmatizing by design and in operation, including sample policy statements for programs to create and implement by December 31, 2013.
- ii. Train staff of the local programs during the award period on how to prevent and respond to harassment or bullying in all forms.
- iii. Conduct a survey assessment during the 1<sup>st</sup> quarter (July-September 2013) of the project period to appraise strengths, identify areas for growth and ascertain readiness for change regarding the competency and accessibility of services for LGBTQ survivors in Nebraska.
- iv. Provide a one-hour training at a Program Director's meeting during the 2<sup>nd</sup> quarter (October-December 2013) of the project period regarding the results of the assessment.
- v. Provide two-hour training at a Program Director's meeting during the 2<sup>nd</sup> quarter (October-December 2013) of the project period regarding improving access

for LGBTQ survivors and fostering a welcoming environment.

- vi. Provide a 1.5 hour webinar in July 2013 for the network of programs on outreach to LGBTQ survivors in collaboration with Outline staff.

#### **11. Peer Review**

The Contractor will conduct up to two Peer Reviews during the amendment period.

#### **12. Program Standards**

- a. The Contractor will update the eligibility criteria to reflect services for victims of dating violence, family violence, domestic violence in later life for review to DHHS by September 30, 2013.
- b. The Coalition will prepare an addendum to or a new section for the Program Standards and submit for review to DHHS by September 30, 2013 that will address the following:
  - 1) The responsibility of member programs to abide by the Program Standards and ramifications for not meeting the Standards
  - 2) Requirements and expectations for membership in the Coalition.
  - 3) Consideration of programs for membership in the Coalition.
- c. The Contractor will follow the previously developed plan for updating the Program Standards, submitting progress reports to DHHS through the quarterly reporting process
- d. The DHHS will review the submitted Program Standards and bring any areas of concern to the Contractor for discussion and recommended changes.

#### **13. Technical Assistance**

The Contractor will provide up to 838 hours of training and technical assistance to the network of programs, tribal entities and allied organizations on topics as identified through the Annual Training Survey as well as by means of on-going requests made throughout the award period.

#### **14. Sustainability Plan and financial reporting system.**

The Contractor agrees to cooperate with DHHS to update the Sustainability Plan in order to ensure a safety net of services is available across the state.

- a. The Program Sustainability Committee, consisting of Board, Staff and Program representation will make recommendations during this contract period regarding updates for the Program Sustainability Plan. Recommendations will be shared at Director's Day and Board meeting as appropriate, as well as with DHHS. The updated Sustainability plan will be completed by December 31, 2013.

- b. Contractor will provide training for up to four (4) local program's Board of Directors to strengthen program sustainability.
- c. Contractor will provide one (1) initial in person training for any local programs that have new staff in a leadership position such as Executive Director, Program Director or CEO who have not yet received this training.
- d. Contractor will provide up to four (4) additional training opportunities for the programs whose new leaders have already attended the initial training to provide supplemental information toward program sustainability.
- e. Contractor will work with the local programs to transition the submission of the financial reports to DHHS. Reports will be based on recommendations as analyzed by the Contractor, DHHS and the sub-grant recipients.

**15. Inclusion of Tribes**

The Contractor will provide outreach to the tribes (Omaha, Santee Sioux, Ponca, Winnebago) in effort to make the Coalition's services and support known and available to them.

- a. The Contractor will survey the staff of the tribal programs by December 31, 2013 to determine specific training needs and areas for potential technical assistance. Information will also be sought regarding the preferred method of training/technical assistance as well as ideal time frames. Training will be incorporated into the Coalition's 2014 Training Calendar.
- b. The Contractor will continue to encourage the tribes to participate in Director's Day meetings, coordinating topics with tribal staff to be covered at the meetings.
- c. The Coalition will implement the membership structure for the tribes including dues and expectations, and will meet with the tribal staff to explain the information and respond to questions.
- d. Coalition staff will attend up to three Native American Tribal Coalition meetings as an effort to further ascertain on-going needs, build working relationships and continue to offer information and respond to requests.

**16. RESULTS BASED ACCOUNTABILITY:** The Contractor agrees to cooperate with DHHS in the development of any desired outcomes, performance measures, and reporting requirements necessary for implementation of the Division of Children and Families' Results Based Accountability initiative.

**17. Deliverables**

Item	Due Date
Program Sustainability Plan	September 30, 2013
Program Eligibility Requirements	September 30, 2013
Addendum to or a new section for the Program Standards for Coalition membership participation	September 30, 2013
LGBTQ policy	
NDVSAC performance report	October 30, 2013
Quarterly summary of the review of program performance, outcome data and financial reports	October 30, 2013
Quarterly summary of the review of program and state performance and outcome data and financial reports; including data for FVPSA report (10-1-2012 to 9-30-2013)	Nov. 30, 2013
NDVSAC performance report	January 30, 2014
Quarterly summary of the review of program performance, outcome data and financial reports	March 30, 2014

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

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

FOR DHHS:

FOR CONTRACTOR:

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Signature

Thomas D. Pristow, MSW, ACSW  
 Director  
 Department of Health and Human Services  
 Division of Children and Family Services

Lynne Lange  
 Executive Director  
 Nebraska Domestic  
 Violence/Sexual Assault Coalition

DATE: 6/18/13

DATE: 6-10-2013

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**DOMESTIC VIOLENCE/SEXUAL ASSAULT CONTRACT**

**BETWEEN THE**

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

**NEBRASKA DOMESTIC VIOLENCE/SEXUAL ASSAULT COALITION**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **NEBRASKA DOMESTIC VIOLENCE/SEXUAL ASSAULT COALITION** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is for the performance of preparing a Nebraska Domestic Violence/Sexual Assault State Plan to be submitted to the Family Violence Prevention and Services formula grant application, to provide technical assistance to the local programs to implement the state plan, collect required data, and to prepare the final report.

**I. TERM AND TERMINATION**

- A. TERM. This contract is in effect from October 1, 2012 until June 30, 2013.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

**II. CONSIDERATION**

- A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$58,500 (fifty eight thousand five hundred dollars and no cents) for the services specified herein.

**October 1, 2012 – June 30, 2013**

Project	Per item rate	Total cost
Submit the updated Sustainability Plan		\$2,000
Submit report of updates		\$ 500

to the financial reporting system		
Technical Assistance	\$17.00 per hour	\$14,250
Results Based Accountability		\$4,000
Inclusion of Tribes		\$2,000
Trauma informed care		\$250
Serving children		\$250
Underserved Populations		\$2,000
Program Standards		\$5,000
FVPSA Grant Management; Define roles of the Coalition, DHHS and programs	Application and outline of responsibilities of each entity.	\$6,500
FVPSA	final report	\$1,500
Quarterly Program Performance Status Report (3)	\$1,500 per quarter	\$4,500
Quarterly Program Financial Status Report (3)	\$250/quarter	\$750
Peer Review and report (up to 3)	\$5,000 per review	\$15,000
Total		\$58,500

**B. PAYMENT STRUCTURE.** Payment shall be structured as follows:

The contractor will submit an itemized invoice listing the projects completed and the number of hours spent.

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

**C. PROMPT PAYMENT AND DISCOUNT.**

1. Payment shall be made in compliance with the Nebraska Prompt Payment Act, NEB. REV. STAT. §81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

**D. Automated Clearing House (ACH) Enrollment Form Requirements for Payment.**

The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and 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](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

### III. SCOPE OF SERVICES

A. The Contractor shall do the following:

**1. Family Violence Prevention and Services Act Grant Management**

- a. Prepare the annual state plan application for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services. Development of the plan will include input from providers, knowledgeable individuals and interested organizations.
  - b. Complete the required reports for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services.
    - 1) Collect performance, outcome, and financial reports from the domestic violence providers. The method of collection may be determined by the Contractor. The information collected must be forwarded to DHHS to be used for activities such as monitoring subrecipient compliance and for submission of reports to the funders.
    - 2) Prepare and submit quarterly performance and outcome status reports of the information submitted by the the community based domestic violence/sexual assault programs and the four tribal programs. The status report will include information to confirm receipt of the performance and outcome reports and will identify any data discrepancies or problems.
    - 3) Prepare and submit a quarterly financial summary of the financial reports received from the community based domestic violence/sexual assault programs and the four tribal programs. The summary will include any information of merit or concern and describe the statewide financial picture of the domestic violence services.
  - c. Participate in planning and monitoring of the distribution of grants and grant funds. Work in conjunction with DHHS to define the roles of the DHHS, the Coalition and the network of programs in respect to carrying out the combined work of the entities for our state.
- 2. Facilitate completion of the proposed goals in the application by providing technical assistance in the following areas:**
- a. **Trauma-informed Care**  
The Contractor will provide:
    - 1) A two hour training session on the topic of trauma-informed care at one Director's Day meeting to occur between August-December

2012. Contractor staff will develop information and training in this area by researching this topic for current best practices.

- 2) One webinar will be held between January-April 2013 on the selected trauma informed care topic and will be provided either by Contractor staff, other trained presenters, or both.
- 3) One article on trauma-informed care will be featured in the Contractor's newsletter and on the website by March 31, 2013.
- 4) Support to the programs as they encounter any needs for assistance in this area.

**b. Providing services to children**

The Contractor will provide:

- 1) A two hour training session on the topic of providing services to children at one Director's Day meeting between January-April 2013. Contractor staff will develop information and training in this area by researching this topic for current best practices.
- 2) One webinar will be held between August-December 2012 and will be provided either by Contractor staff, other trained presenters, or both.
- 3) One article on providing children's services will be featured in the Contractor's newsletter and on the website by March 31, 2013.
- 4) Support to the programs as they encounter need for assistance in this area.

**c. Underserved populations**

The Nebraska Outreach Plan to underserved populations will be reviewed, updated and submitted for review and approval by DHHS by June 30, 2013.

The Contractor will gather information about underserved populations, which may include data from:

- 2010 census information
- Program feedback
- Other sources as identified

Current resources for the identified populations will be evaluated. Programs will be surveyed for training needs regarding underserved populations. Results of the survey will be included in the Nebraska Outreach Plan.

**3. Performance Review and Program Standards**

- a. The Contractor will conduct up to three Peer Reviews during the contract period.
- b. The Contractor will update the following areas of Program Standards:
  - 1) Confidentiality guidelines and submit for review and approval by DHHS by December 31, 2012.

- 2) Eligibility criteria to reflect services for victims of dating violence, family violence, domestic violence in later life for review and approval by DHHS by March 31, 2013.
- 3) Core values to reflect all survivors by June 30, 2013.
- c. The Contractor will develop and update Program Standards for the remaining areas and submit a plan for review and approval by DHHS no later than June 30, 2013. The plan will include:
  - 1) The proposed process for updating the standards.  
This process may include, but not be limited to reviewing program standards of other states, using a committee to identify sections that need to be updated, prioritization of sections, etc.
  - 2) The criteria that will be used to determine which standards are required and which are recommended best practices.
  - 3) Description of the process to obtain approval of the Program Standards, including DHHS in this discussion process.
  - 4) Description of when work plans will be created and updated for review, including due dates and responsible personnel.
- d. The Coalition will develop the following Program Standards as an addendum or a new section and submit for review and approval by DHHS by March 31, 2013.
  - 1) The responsibility of member programs to abide by the Program Standards and ramifications for not meeting the Standards.
  - 2) Requirements and expectations for membership in the Coalition.
  - 3) Consideration of programs for membership in the Coalition.

#### **4. Update Sustainability Plan and Analyze the Financial Reporting**

- a. A Program Sustainability Committee, consisting of Board, Staff and Program representation will be developed by January 1, 2013. The Committee will make recommendations regarding updates for the Program Sustainability Plan. Recommendations will be shared at Director's Day and Board meeting as appropriate.
- b. Contractor will analyze the financial reporting system to determine what information is needed to better monitor the statewide financial picture of the domestic violence and sexual assault programs and submit to DHHS for review and approval by March 1, 2013.

#### **5. Inclusion of Tribes**

The Contractor will provide outreach to the tribes (Omaha, Santee Sioux, Ponca, Winnebago) in effort to make the Coalition's services and support known and available to them.

- a. Individual contact will be made with each tribal entity as an opening outreach gesture by October 31, 2012.
- b. An informational meeting will be held for the tribes as a group to share information regarding collaboration by December 31, 2012.
- c. The opportunity will be provided for tribes to participate in Director's Day meetings.

- d. The opportunity will be provided for the tribes to participate in the Coalition trainings that are offered to network of programs.
- e. Tribes will be asked to provide education to the network of programs regarding their tribal entities, and the network will share regarding their best practices.
- f. The Coalition will develop a membership structure for the tribes including dues and expectations.

#### **6. Technical Assistance to the programs**

The Contractor will act as a liaison between DHHS and the network of programs to complete the five Results Based Accountability expectations by completing the following:

- a. An overview of the expectations and discussion of the training provided by NDHSS will be discussed at Director's Day November meeting.
- b. A Results Based Accountability committee will be formed consisting of program directors (or program staff) and Contractor staff and will meet between director's day meetings.
- c. The committee will work on the expectations, reporting back to the remaining programs during Director's Day meetings to receive feedback.
- d. Final recommendations will be submitted for approval to DHHS by March 4, 2013 and will include performance measures for outcomes (safety, permanency, and well-being), a description of the continuous improvement plan, and a description of the proposed feedback loop for ideas to improve the system.

#### **7. Results Based Accountability.**

DHHS will be using this year (FY'13) to provide the foundation for Results Based Accountability. The goal is to use this FY to develop the points below so that when contracts are being prepared for FY'14, all the performance measures and reporting strategies are in place.

DHHS and the Contractor will:

- a. Negotiate performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;
- b. Develop and adopt continuous improvement strategies for services performed and outlined in this award;
- c. Simplify and make efficient the performance reporting requirements;
- d. Develop schedule for desk audit/field audit over the award year; and
- e. Develop a regular feedback loop for ideas to improve the system and discuss what the parties can do collaboratively to improve the overall system.

All 5 Results Based Accountability expectations will be completed no later than 60 days prior to the FY'14 renewal process.

#### **8. Other Requirements**

**Insurance**

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

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

a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

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

b. **COMMERCIAL GENERAL LIABILITY**

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

c. **COMMERCIAL AUTOMOBILE LIABILITY**

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

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

**9. Deliverables**

Item	Due Date
Quarterly summary of the review of program and state performance and outcome data and financial reports; including data for FVPSA report (10-1-2011 to 9-30-2012)	Nov. 30, 2012
NDVSAC performance report	January 30, 2013
Quarterly summary of the review of program performance,	February 29, 2013

outcome data and financial reports	
Recommendation report of financial reporting	March 1, 2013
Recommendation report of Result Based Accountability	March 4, 2013
NE State Plan/Application for Family Violence Prevention and Services formula grant	April/May, 2013
NDVSAC performance report	April 30, 2013
Quarterly summary of the review of program performance, outcome data and financial reports	May 31, 2013
NE Outreach Plan	June 30, 2013
NDVSAC performance report	July 31, 2013

B. DHHS shall do the following:

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

#### IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of 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.
  5. The above provisions shall survive termination of the contract.
- 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 continue 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. 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.
- J. 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.
- K. 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.
- L. 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.
- M. FEDERAL FINANCIAL ASSISTANCE. The Contractor will 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.

- N. 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.
- O. 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.
- P. 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.
- Q. 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.
  3. The above provisions shall survive termination of the contract.

- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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](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](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

**W. NEBRASKA TECHNOLOGY ACCESS STANDARDS.**

The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.ne.gov/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.

- X. 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](http://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 US 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.

- Y. 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 provision 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. This provision shall survive termination of the contract.

- Z. 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. This provision shall survive termination of the contract.
- AA. 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.
- BB. 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.
- CC. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

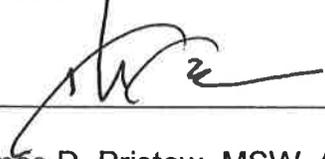
Julie Hippen  
Nebraska Department of Health and Human  
Services  
P.O. Box 95026  
Lincoln, NE 68509  
402-471-1731

FOR CONTRACTOR:

Lynne Lange  
Nebraska Domestic Violence/Sexual  
Assault Coalition  
245 S. 84<sup>th</sup>, Ste 200  
Lincoln, NE 68510  
402-476-6256

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

FOR DHHS:



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Thomas D. Pristow, MSW, ACSW,  
Director  
Division of Children & Family Services  
Department of Health and Human  
Services

DATE:

12/2/12

FOR CONTRACTOR:



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Lynne Lange  
Executive Director  
Nebraska Domestic Violence/Sexual  
Assault Coalition

DATE:

11-26-2012