AB# 3731654

S3866-04

DOMESTIC VIOLENCE SEXUAL ASSAULT CONTRACT

BETWEEN THE

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

OMAHA TRIBE OF NEBRASKA

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

The Contract between the parties dated 9-24-12 is hereby amended as follows:

Article I, Paragraph A is amended to read:

A. Term: This contract is in effect from July 1, 2012 to February 28, 2014.

Article II. Consideration, is amended to read:

A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed $50,000.00 (fifty thousand dollars and no cents) for the cost of services specified herein.

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

1. For the period July 1, 2012 through June 30, 2013, the Contractor will be paid up to $30,000.00 for the allowable approved cost of services in Article III. Payments will be made contingent upon the Contractor providing services specified herein as evidenced by submission of quarterly performance and financial reports and an invoice for payment.

Report and Invoice Due Date	Payment Amount
October 15, 2012	$9000
January 15, 2013	$9000
April 15, 2013	$9000
July 15, 2013	$3000

2. For the period July 1, 2013 through February 28, 2014, the Contractor will be paid up to $20,000.00 for the actual, allowable and approved cost of services in Article III. Payments will be made contingent upon the Contractor providing services specified herein as evidenced by submission of quarterly performance and financial reports and an invoice for payment. Funds not

expended by the end of the contract period will not carry over to the next contract period and will be reallocated by DHHS to the domestic violence programs.

Report and Invoice Due Date	Payment Amount
October 15, 2013	invoice for actual expenditures
January 15, 2014	invoice for actual expenditures
March 15, 2014	invoice for actual expenditures

3. The Tribe will employ an individual with knowledge in finance, or contract with an outside professional provider with sufficient expertise to fulfill this function (Attachment A). This position (Revenue & Compliance Administrator) is responsible to develop and implement internal fiscal controls that meet generally accepted accounting principles as well as applicable state and federal regulations that can be sustained within the tribal infrastructure.

   The employee in this position will ensure that on-going education and training is provided to program staff regarding their responsibilities related to preparing and reviewing program budgets; and maintaining fiscal accountability related to expending state and federal grant funds.

   The Revenue & Compliance Administrator will possess: 1) Bachelor's Degree in accounting or finance and five years of specific experience is preferred; 2) Associate's Degree in accounting and 10 years of specific experience in administration of state and federal contracts, with special emphasis on state and federal billing methods; 3) Familiarity in full-charge claims and contract administration with state and federal administration; 4) Claim and billing familiarity with any Medicare/Medicaid or associated waivers; 5) Advanced knowledge and skills with computer and billing systems; and 6) Current knowledge of GAAP, GASB and other financial accounting principles are required.

   The Tribe may seek approval from DHHS to hire someone with lesser qualifications than a Bachelor's Degree in accounting or finance and five years of specific experience. The DHHS may approve this request based on the skill and experience of the applicant. The Tribe will co-interview this position with DHHS. This position must be in place the entire term of this agreement. If the position is vacant, the Tribe will have 30 days to fill the position. If the position is not filled within the 30 day time period, all payments to the tribe will be suspended until the position is filled.

C. 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.

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:

Signature

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

DATE: 10/15/2013

FOR CONTRACTOR:

Signature

Rodney Morris
Chairman
Omaha Tribe of Nebraska

DATE: 10/2/2013

Attachment A

BRAVEHEART GROUP, LLC
CONSULTANTS & ADVISORS

6/28/2013 ENGAGEMENT LETTER

John Penn, Chief Tribal Officer
Omaha Tribe of Nebraska
P.O. Box 368
Macy, NE

Dear Mr. Penn,

On behalf of our entire team, it is our great honor to have the opportunity to serve you. We consider it a true privilege to work with you and commit to you our very best in service and value. The following will serve to outline and confirm the understanding we have discussed related to the Braveheart Group providing ongoing accounting support and assistance in complying with the documentation requirements related to its DHHS contract.

Your primary engagement manager will be Dr. Sara L. Schmidt, CPA, MBA. Sara has spent the last five years as an Associate Professor of Accounting at Northern State University and has over ten years of public accounting experience with a large CPA firm. We may, from time to time, employ additional CPA's or other professional in assisting you with understanding and complying with various GAAP and other principles.

As we have discussed, the scope of this engagement relates exclusively to accounting support and assistance with your DHHS contract. It is our firm belief that most of the audit findings, lack of substantiation, or other non-compliance with internal control issues related to this contract can be overcome with the right training, review, and support of our staff with a view to have very minimal intervention on the part of the Braveheart Group within a 6 month period. After that time frame, we will revisit the scope of this agreement and reach a mutually agreed to revision of the contract at that time, in consultation with the Department. It is also understood there are other components and departments within the combined audit that should be examined and reviewed exclusive of this agreement, and, that we have no ability to control and effect the efforts of prior firms.

ENGAGEMENT TERMS AND CONDITIONS

SERVICES TO BE PROVIDED

Braveheart Group, LLC ("Braveheart") agrees to perform the following services for the Omaha Tribe of Nebraska (the "Tribe") under the terms and conditions set forth in this Engagement Letter (the "Agreement") entered into by the parties on July 1, 2013 (the "Effective Date"):

- Training and Assistance in review of GAAP and internal control requirements with The Revenue & Compliance Administrator
- Assistance and review with monthly billing and developing a system of delivering GAAP compliant substantiation in support of the billing
- Training and Assistance with building tools in Sage to account for and support the substantiation requirements in a more complete way

- Develop and assist in the process of a monthly report card on the accuracy and completeness of the information supplied to DHHS
- Other Training as requested by you and your staff

Braveheart represents that it has the qualifications, the experience and the ability to properly perform the services and that Braveheart will use its best efforts to perform these services such that the results are satisfactory to the Tribe.

Braveheart recruits and retains the brightest and best to perform outstanding services for its clients. From time to time, its clients desire to directly employ or contract with Braveheart staff and consultants directly. In the event of such an occurrence related to this agreement, Braveheart agrees to release the Tribe from any and all claims resultant from that employment, contract for services, or any other financial arrangement in which persons introduced by Braveheart to the Tribe results in financial exchange. In exchange for the release, the Tribe and Braveheart agree that the Tribe will pay Braveheart 26% of the first year's value of salary, contract, or financial value related to the employment or contractual services. This shall be exclusive of any arrangement between Braveheart and its employees and/or consultants.

COMPENSATION

Braveheart's compensation will include:

- Amounts not to exceed $80,000 annually and comprehensively
- Out-of-pocket and incidental expenses including lodging, meals, and travel. Any expenses that individually exceed $1,000 will be prior approved by the Tribe.

Braveheart will be paid in monthly, with the first payment due at the signing of this agreement and each subsequent payment due by the 5th of every month.

It is understood that Braveheart will submit detailed invoices and that out-of-pocket expenses will be reimbursed after Braveheart provides the Tribe a detailed monthly statement showing all amounts paid with supporting documentation reasonably required by the Tribe.

TERM AND TERMINATION

This Agreement will commence on the Effective Date and continue for a period of 6 months. Either party may terminate this Agreement at any time, with or without cause, by giving the other 30-day written notice of intent to terminate.

Upon termination of this Agreement, Braveheart will transfer and/or assign to the Tribe all Work Product in Braveheart's possession or control belonging to the Tribe and all Confidential Information, unless otherwise agreed by the Tribe in writing.

CONFIDENTIALITY

Braveheart acknowledges that it may acquire Confidential Information (as defined below) with respect to the Tribe and other Tribal operations. In connection therewith, Braveheart agrees at all times during the term of this Agreement and thereafter, to hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Tribe.

For purposes of this Agreement "Confidential Information" will mean all confidential information with respect to the Tribe and the business it conducts, including, without limitation, proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers, prices and costs, markets, software, developments,

inventions, marketing, licenses, finances, budgets or other business information disclosed to Braveheart by the Tribe. Braveheart understands that Confidential Information includes, but is not limited to, information pertaining to any aspect of the Tribe's business which is either information not known by actual or potential competitors or other third parties not under confidentiality obligations to the Tribe, or is otherwise proprietary information of the Tribe or its customers or suppliers, whether of a technical nature or otherwise.

The confidentiality provisions of this Agreement will survive the termination of this Agreement and will be binding on the representatives, assigns, and successors of Braveheart. Braveheart's duty to hold Confidential Information in confidence will remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Tribe sends Braveheart written notice releasing Braveheart from this Agreement, whichever occurs first.

Upon any termination of this Agreement, Braveheart agrees to return to the Tribe all documents or recorded material of any type (including all copies thereof) which may be in its possession or under its control and which constitutes or relates to Confidential Information of the Tribe.

WARRANTIES

Braveheart represents and warrants the following: (a) that it has the right to perform the services required under and pursuant to this Agreement without violation of obligations to others; (b) that any information submitted to the Tribe may be used fully and freely by the Tribe; and (c) that all services provided or performed by Braveheart hereunder by it or its subcontractors will not infringe in any manner the intellectual property rights of any third parties, including without limitation any trademarks, trade secrets, copyright rights or other intellectual property rights.

IDEMNIFCATION

The Omaha Tribe shall indemnify and hold harmless the Braveheart Group , its employees, and contractors against all costs, charges and expenses incurred or sustained by the Braveheart Group in connection with any action, suit or proceeding to which he may be made a party by reason of being an officer, director or employee of the Tribe or of any subsidiary, affiliate, or contracting agent or administrator of the Tribe or any other corporation for which the Braveheart Group serves [in good faith] for the terms of this agreement.

OWNERSHIP

All property subject to copyright, trademark, patent, or similar protection developed or prepared by Braveheart or its employees, agents, contractors, or subcontractors under this Agreement (collectively the "Work Product") are the property of the Tribe. All title and interest to Work Product will vest in the Tribe as "works made-for-hire" within the meaning of the United States Copyright Act. To the extent that the title to any such Work Product may not, by operation of law or otherwise, vest in the Tribe as a work made-for-hire, or any such Work Product may not be considered a work made-for-hire, all right, title, and interest therein is hereby irrevocably assigned by Braveheart to the Tribe.

GOVERNING LAW

This Agreement will be governed by the laws of the Omaha Tribe of Nebraska.

ENTIRE AGREEMENT

The agreement contained in this Agreement constitutes the sole agreement between Braveheart and the Tribe regarding the services described above. Any additional services outside the scope of this Agreement must be authorized by a separate engagement letter.

Once again, it will be our great honor to serve you and to build a relationship with the Omaha Tribe of Nebraska and be a part of the team to improve the accounting and financial reporting for the entity.

Best Regards,

Daniel J. Bahn, COO
The Braveheart Group, LLC
1025 Clover Court
Aberdeen, SD 57401
605-216-5191
dan@braveheartgroupllc.com

SIGNATURE PAGE FOLLOWS

On behalf of the Omaha Tribe of Nebraska:

By: _____

Its: _____

Date: 6/28/13

On behalf of the Braveheart Group, LLC:

By: _____

Its: COO

Date: 6/28/13

63082-03
53866-04

DOMESTIC VIOLENCE CONTRACT

BETWEEN THE

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

OMAHA 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** (hereinafter "DHHS"), and **OMAHA TRIBE OF NEBRASKA** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is for programming to prevent incidents of family violence, domestic violence, and dating violence by providing immediate shelter and supportive services and access to community-based programs for adult and youth victims as well as specialized services for children exposed to domestic violence, underserved populations and those who are members of racial and ethnic minority populations

I. TERM AND TERMINATION

A. TERM. This contract is in effect from July 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 $30,000 (thirty thousand dollars and no cents) for the for the cost of services specified herein.

B. INTERMEDIARY
   a. An intermediary is required for payments made under this contract.

   b. The intermediary will perform in accordance with the Intermediary Agreement that has been approved by DHHS.

c. The Contractor is solely responsible for any and all costs to the Intermediary for services rendered by the Intermediary.

C. PAYMENT STRUCTURE. Payment shall be structured as follows:
Payments will be made contingent upon the Contractor submission of quarterly performance and financial reports and an invoice for payment.

Payments are also contingent on documentation of Intermediary approval of all financial documents (e.g. budget, budget change requests, and expense reports)

Report and Invoice Due Date	Payment Amount
October 15th, 2012	$9000
January 15th, 2013	$9000
April 15th, 2013	$9000
July 15th, 2013	$3000

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

III. SCOPE OF SERVICES

A. The Contractor shall do the following:
1. Provide or arrange for Emergency Shelter and Support Services of up to seventy-two hours of crisis intervention services to victims of family violence, domestic violence, or dating violence and their dependents.
Emergency Shelter and Supportive Services consist of:
   a. The provision of temporary refuge and meals in a safe non-threatening living environment such as an onsite shelter, program-sponsored hotel rooms, and/or safe houses;
   b. Hotline or crisis line for constant access and intake to services;
   c. Immediate transportation, or access to immediate transportation, to a hospital or place of safety;
   d. Access to immediate medical services or first aid;
   e. Access to emergency legal counseling and referral;
   f. Crisis counseling to provide support and safety planning; and
   g. Emergency financial aid such as cash outlays for gas, food, or clothing vouchers.

2. Provide victim advocacy and information and referral services that meet the specific needs of victims of family violence, domestic violence, or dating violence and their families, including -

a. assistance in accessing related Federal and State financial assistance programs;
b. legal advocacy to assist victims and their dependents; including assistance in completing a petition for a Protection Orders as required by statute and legal referrals;
c. medical advocacy, including provision of referrals for appropriate health care services (including mental health, alcohol, and drug abuse treatment), but which shall not include reimbursement for any health care services;
d. housing; assistance locating and securing safe and affordable permanent housing and homelessness prevention services;
e. provision of transportation, child care, respite care, job training and employment services, financial literacy services and education, financial planning, and related economic empowerment services;
f. parenting and other educational services for victims and their dependents;
g. individual and group counseling, peer support groups, and referral to community-based services to assist family violence, domestic violence, and dating violence victims, and their dependents, in recovering from the effects of the violence; and
h. assistance in developing safety plans, and supporting efforts of victims of family violence, domestic violence, or dating violence to make decisions related to their ongoing safety and well-being;

3. Provide supportive services as needed to a victim of family violence, domestic violence, or dating violence for up to thirty days.
   a. Safety planning, individual counseling with respect to family violence, peer counseling, and referral to community social services;
   b. Transportation
   c. Victim's support groups
   d. Employment training, assertiveness training, parenting, and educational services;
   e. Preventive health services such as nutrition, disease prevention, exercise, and prevention of substance abuse;
   f. Family programming, especially for children, to prevent the generational continuation of abuse within the family; and
   g. Building community support systems for families to aid in the deterrence of family crisis situation

4. Provide services for children who are dependents of victims or who are exposed to family violence, domestic violence, or dating violence, including age-appropriate counseling, supportive services, and services for the non-abusing parent that support that parent's role as a caregiver, which may, as appropriate, include services that work with the non-abusing parent and child together;

5. Provide culturally and linguistically appropriate services;

6. Provide training, technical assistance, and outreach to increase awareness of family violence, domestic violence, and dating violence and increase the accessibility of family violence, domestic violence, and dating violence services;

7. Provide Domestic Violence prevention services, such as education and public awareness campaigns including outreach to underserved populations,.
   a. Domestic violence prevention education provided on a continuum of topics including domestic violence, sexual assault, sexual harassment, personal safety, healthy relationships, and gender issues;
      - Adult/General Population – outreach and prevention services for victims and their children
      - Youth targeted – domestic violence prevention programs for school-age children,
   b. Domestic violence-focused information forums where domestic violence information is distributed and where an exact count of the audience cannot be obtained such as press conferences, family violence awareness campaigns or booths as health fairs.

8. Provide programs and services for the person who commits domestic abuse.

9. 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.

   INSURANCE COVERAGE AMOUNTS REQUIRED

   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

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).

10. CONFIDENTIALITY

Under the State of Nebraska Protection from Domestic Abuse Act, strict confidence shall be observed in all contact with victims of spouse abuse and their families.

Any record, report, or files maintained by the contractor pursuant to the act shall be confidential, except that the contractor may release statistical information, while not revealing names. Violation of this section shall be a Class V misdemeanor. Neb. Rev. Stat. § 42-918

The contractor must establish or implement policies and protocols for the following:

a. For maintaining the safety and confidentiality of the adult victims of family violence and the children and youth whom they serve;
b. For releasing information with the informed, written, reasonably time-limited consent of the person; and
c. For mandated reporting of vulnerable adult and child abuse, neglect, or exploitation.
d. The address or location of the shelter will, except with written authorization of the person or persons responsible for the operation of such shelter shall not be made public.

11. 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.

12. Contractors agree to:
    a. Provide services according to the Nebraska Domestic Violence Sexual Assault Coalition approved program standards;
    b. Actively participate in a peer review process and address concerns identified through that process; and
    c. Attend 75% of the quarterly Director's Day meetings.

13. Performance Accountability:

a. The contractor will collect and report demographic, outcome, and service utilization data. The performance reports will include, but not be limited to:
    i. Demographic information such as race, gender, and age;
    ii. Service Utilization such as number of shelter nights, of group counseling, of individual counseling, of children's services, and of Batterer Intervention sessions;
    iii. Number of shelters;
    iv. Number of volunteers and volunteer hours;
    v. Number of public awareness activities and community education presentations; and
    vi. Outcome data
b. Conduct evaluations of programs using the Family Violence Prevention and Services survey questions and submit aggregate data on a quarterly basis. The Contractor agrees to use the survey questions developed by the Administration for Children and Families in meeting the following Outcomes:

    Outcome: Increased strategies for enhancing safety
    65% of domestic violence survivors served by the program will have strategies for enhancing their safety.
    Outcome: Increased knowledge of available community resources
    65% of domestic violence survivors served by the program will gain knowledge of available community resources.

14. Reporting:
The Contractor must send completed quarterly fiscal and performance report forms to the Nebraska Domestic Violence Sexual Assault Coalition by the 15th day of the month of the next month following the end of a quarter, to report the previous quarters data.

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

Background checks will be completed before the individual has direct contact with children, youth, and their families and every two (2) years thereafter.

Background checks will include a check of the following:
a. State-wide criminal history check
b. Sexual Offender Registry
c. Child and Adult Abuse and Neglect Central Register/try
d. State repository of driving records

e. References
f. Google search or other appropriate search engines.

In addition, for all employees, interns, and volunteers who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children, youth and families in the performance of this Contract, the Contractor will also perform the following checks in those states:
a. Criminal history check for each state in which the individual resided or worked
b. Sexual Offender Registry
c. Child and Adult Abuse and Neglect Central Register/try
d. State repository of driving records

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

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

If a background check results in a record being identified, the Contractor shall develop a process to review and determine if they want to request Department approval to hire an employee. Requests for an exception shall be made in writing to the Contract Liaison and will include the name and background information, along with supporting documentation from the Contractor as to why they believe that such person does not pose a threat to children or families. DHHS shall have 10 business days to respond to such a request. All documentation related to the process is maintained in the contractor's staff personnel records.

All required background checks must be current within two (2) years for each employee. All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

The Contractor will ensure that all subcontractors will complete all background checks on any employee, intern or volunteer if it is foreseeable that that individual may have direct contact with court and non-court involved children and their families during the course of providing direct services in performance with this Contract.

16. 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.

17. Results Based Accountability
DHHS will be using this contract year (FY'13) to provide the foundation for Results Based Accountability for all DHHS contracts. 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 Omaha Tribe of Nebraska 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 contract;
c. Simplify and make efficient the performance reporting requirements;
d. Develop schedule for desk audit/field audit over the contract year; and
e. Develop regular feedback loop with contractor for ideas to improve the system and discuss what DHHS and the Contractor 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.

B. DHHS shall do the following:
1. Monitor the contract;
2. Provide technical assistance in the conduct of programs for the prevention and treatment of family violence; and
3. Review, evaluate and report performance.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.
1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor

shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.

2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.

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

4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

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. 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. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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

U. 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.

V. 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.

W. 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.

X. 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.

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 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.

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

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

FOR DHHS:

Julie Hippen
DHHS
301 Centennial Mall South, 3rd
Lincoln, NE 685098
402-471-1731

FOR CONTRACTOR:

Denine Morris, Contract Office
Omaha Tribe of Nebraska
P.O. Box 400
Macy, NE 68039
402-837-5391, Ext. 106

FOR INTERMEDIARY:
David Clute
Chief Operating Officer
Nebraska Urban Indian Health Coalition
2240 Landon Court
Omaha, NE 68102
402-436-0902

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:

Nathan S. Busch
Protection & Safety Policy Chief
Department of Health and Human Services
Division of Children and Family Services

DATE: 9-24-2012

FOR CONTRACTOR:

Amen Sheridan
Chairman
Omaha Tribe of Nebraska

DATE: 9-19-12