

AB# 553466

53843-04

**DOMESTIC VIOLENCE SEXUAL ASSAULT CONTRACT**

**BETWEEN THE**

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

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

The Contract between the parties dated 9-21-2012 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.

<u>Report and Invoice Due Date</u>	<u>Payment Amount</u>
October 15, 2012	\$9,000
January 15, 2013	\$9,000
April 15, 2013	\$9,000
July 15, 2013	\$3,000

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.

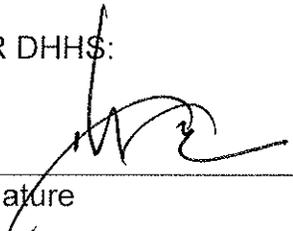
<u>Report and Invoice Due Date</u>	<u>Payment Amount</u>
October 15, 2013	invoice for actual expenditures
January 15, 2014	invoice for actual expenditures
March 15, 2014	invoice for actual expenditures

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.

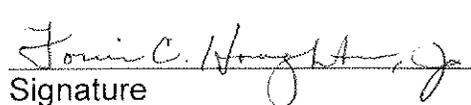
FOR DHHS:

  
\_\_\_\_\_  
Signature

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

DATE: 6/19/13

FOR CONTRACTOR:

  
\_\_\_\_\_  
Signature

for John Blackhawk  
Chairman  
Winnebago Tribe of Nebraska

DATE: 6-7-13