

Nebraska Abstinence Education Program

**Request for Proposals
For
Contractual Services**

**Nebraska Department of Health and Human Services
Division of Public Health
Lifespan Health Services Unit**

November 2012

*Abstinence Education Programs and Projects
For
Communities*

Proposals due by December 3, 2012

Department of Health & Human Services



N E B R A S K A

Summary
Abstinence Education Programs and Projects for Communities

The information contained in this summary highlights items of immediate importance to all potential contractors.

Contracting Organization: Nebraska Department of Health and Human Services (Department), Division of Public Health, Lifespan Health Services Unit

Initiative: Nebraska Abstinence Education Program

Funding Source for Contracts: Abstinence Education Grant Program, Grant # 1201NEAEGP CFDA#93.235

Total Funds Available: Approximately \$40,000 will be made available for up to eight contracts. Value of each contract will not exceed \$5000.

Cost-Sharing (Match): For purposes of this funding, contractors under the Nebraska Abstinence Education program will be required to provide matching resources equal to at least **83%** of the value of their contract.

Terms of the Contracts: A contract resulting from this Request for Proposals (RFP) will be issued for a period of up to nine (9) months effective on or after January 1, 2013 through September 30, 2013, with no option to renew.

General Information: The Request for Proposals (RFP) is designed to solicit proposals from qualified public and non-profit entities including local health departments and federally recognized Native American Tribes headquartered in Nebraska (Omaha, Ponca, Santee and Winnebago) whose work has a local, multi-community, multi-county or statewide focus and are experienced in delivering services and programs to youth ages 10–19 years of age. DHHS seeks multiple contractors, so that abstinence education may be provided to meet the unique needs of communities across the state of Nebraska.

The awarded contractors will be responsible for delivering community-based education at a competitive and reasonable cost, and fixed-price contracts will be awarded as a result of this request for proposals.

Services to Be Delivered: Deliver targeted abstinence education programming within community-based settings to youth and/or deliver training to those who work with youth including health care providers, human service providers, educators and/or faith-based providers. Projects and activities will address or support one or more of the A through H elements of abstinence education as defined by law. (See Attachment 2 – Sample Contract)

*Background and Instructions
Abstinence Education for Communities
Contract for Services*

Background:

The Nebraska Department of Health and Human Services announces the availability of funding for contracts to organizations and entities in Nebraska to support new or on-going activities as well as one-time projects specific to abstinence education. Fixed-price contracts will be awarded as a result of this opportunity for a period of up to nine (9) months effective on or after January 1, 2013 through September 30, 2013, with no option to renew. The awarded contractors will be responsible for delivering community-based abstinence education at a competitive and reasonable cost with approximately \$40,000 in funding available for up to eight (8) contracts with a value of up to \$5000 each. Funds allocated for this contract opportunity will be awarded on a first-come, first served basis. Proposals will be evaluated by DHHS in the order received and final selection will be based on the evaluation process. Date and time documented on the submitted email, FAX transmittal sheet or date/time receipt stamp if hand delivered will determine review order.

Purpose:

The purpose is to provide abstinence-only education programs to youth in order to promote abstinence from sexual activity until marriage, with a focus on those groups who are most likely to bear children out of wedlock. Nebraska's priority remains centered on reducing the rates of pregnancy, out-of-wedlock births and sexually transmitted disease (STD) among the teen population. Nebraska has identified the following priority target populations to receive abstinence education.

- **Racial/ethnic minority youth with emphasis on African American, Hispanic and Native American youth who are aged 10-14, and/or**
- **Youth aged 10-14 in state custody under the state's Child Welfare Unit or Office of Juvenile Services.**

Preference will be given to those proposals demonstrating the primary emphasis is placed on reaching and serving the identified target population(s).

Sample Projects and Activities: Projects and activities should be appropriate for the proposed target population and supportive of a community and/or regional approach that incorporates on-going prevention of youth risk behaviors. Materials and curricula proposed for use must be preapproved or from the list currently approved by the state (See Attachment 1). Examples of projects or activities may include but are not limited to:

- Large group presentations (youth) with guest speakers
- Regional training workshops for stakeholders
- School-based special events
- Seasonal/special event (Prom/Graduation) media/message campaigns
- Curriculum training/certification workshops

Contractor Eligibility:

Eligible bidders include any public or private non-profit entity, coalition of entities, collaborative, partnership or federally recognized Native American Tribe headquartered in Nebraska (Omaha, Ponca, Santee and Winnebago). A non-Tribal bidder proposing to provide services on any of Nebraska's Native American reservations or federally-recognized Tribal land must include a letter of support from the applicable Tribal Council.

Each bidder must identify a lead agency if applying as a coalition of entities, collaborative or formal partnership.

The bidder must complete form A and B (attached) as mandatory requirements and also assure and give proof that it has the capacity to carry out and sustain their proposal as well as meet the specified cost-sharing (match) requirements.

Response Deadline for Request: 5:00 PM, December 3, 2012

Date of Contract Execution: On or before January 1, 2013

All contract deliverables must be completed by September 30, 2013 with invoices dated no later than this date.

Methods for submitting proposals (in order of preference):

By email to: linda.henningsen@nebraska.gov.

Specify on Subject Line: Abstinence Education Contract Opportunity

By Fax to (402) 471-7049

Facsimiles sent to the DHHS, Lifespan Health Services Unit at (402) 471-7049, must include a cover sheet with the number of pages transmitted and reference the RFP for the Abstinence Education Contract Opportunity.

Hand Delivered by 5:00 P.M. December 3, 2012

To: 3rd Floor Reception Desk

Department of Health and Human Services

Nebraska State Office Building

301 Centennial Mall South

Lincoln, NE 68509

Attention: Linda Henningsen, Abstinence Education Program

From the date the RFP is issued until an award is made, contact between potential contractors and individuals employed by the State is restricted only to written communication with the staff designated specifically to the RFP.

ATTACHMENT 1

Nebraska Abstinence Education Program State Approved Curriculum and Materials

1. Choosing The Best Publishing, Inc.

Curriculum

Choosing the Best Way – 6th Grade

Choosing the Best Path – 7th Grade

Choosing the Best Life – 8th Grade

Choosing the Best Journey – 9th-10th Grade

2. Abstinence and Marriage Education Partnership

Curriculum

Game Plan – 7th Grade

Quest – 8th Grade

Aspire – 9th-10th Grade

3. Center for Relationship Education Curriculum

Basic Training – 4th-6th Grade

W.A.I.T. Training – 7th-12th Grade

4. Select Media

Curriculum

Promoting Health Among Teens! Abstinence-Only Intervention

Mentoring, Counseling, Adult Supervision

- *Stars Program – Friends First, Colorado*
- *Talks My Mother/Father Never Had With Me*
Research Press Publishers
- *Nebraska Teammates Mentoring Program*

ATTACHMENT 2

SAMPLE SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH Lifespan Health Services Unit
AND

XYZ Organization

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF PUBLIC HEALTH Lifespan Health Services Unit** (hereinafter "DHHS"), and **XYZ Organization** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is to provide abstinence-only education programs to youth in order to promote abstinence from sexual activity until marriage.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from January 1, 2013 until September 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 \$ (to be determined based on approved proposal) for the services specified herein.
- B. PAYMENT STRUCTURE. Payment shall be structured as follows: (Insert amount equal to ½ of approved contract cost) will be paid upon receipt of an invoice and a detailed scheduled of events as described in Section III, A-2 and (insert amount equal to ½ of approved contract cost) upon receipt of an invoice and a detailed report of completed deliverables as described in Section III, A-3.
- 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 with a discount for early payment as provided in this section. Unless otherwise provided herein, payment shall be made by electronic means.
 2. DHHS shall be entitled to a two percent (2%) discount of the amount requested in a bill if payment for delivered and accepted goods and/or services is made within ten (10) days after receipt of the bill.
 3. For purposes of determining whether payment was made in accordance with this section, payment by DHHS shall be considered to be made on the date the warrant or check for such payment was mailed or payment was otherwise transmitted.
 4. Bill shall mean a proper billing, invoice, report or other written document which requests a payment and which is supplemented by all necessary verification and forms required to process payments pursuant to this contract and agency regulations.
 5. The ten (10) day discount period will be computed from the date of receipt of a properly executed bill or the date of completion of delivery of all goods and services in a satisfactory condition, whichever is later. When the last day of the discount period falls on a Saturday, Sunday, or legal state holiday, payment may be made on the following business day.

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. Deliver abstinence-only education as proposed (insert specific deliverables/activities based on approved proposal).
2. Submit a detailed schedule of events/activities (timeline) including sites and dates within 15 days prior to first activity.
3. By September 30, 2013, prepare and submit a final invoice along with a detailed report of completed events/activities by site and date including numbers served.
4. Address one or more of the following eight elements of abstinence education as defined by law:
 1. Has as its exclusive purpose, teaching the social, psychological and health gains to be realized by abstaining from sexual activity;
 2. Teaches abstinence from sexual activity outside marriage as the expected standard for all school age children;
 3. Teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems;
 4. Teaches that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity;
 5. Teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects;
 6. Teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society;
 7. Teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances; and
 8. Teaches the importance of attaining self-sufficiency before engaging in sexual activity.
5. Assure that all activities adhere to the following requirements:

Program Integrity: Contractor assures that it will uphold fidelity to Section 510 (b) (2) (A-H definition of Abstinence Education), will address one or more of the eight elements of the A-H definition and will not use or present any materials or curriculum that contradicts the definition.

Non-Sectarian Instruction: The Contractor assures that it will not engage in inherently religious activities or proselytizing.

Medical Accuracy: The Contractor assures that materials proposed in its application and funded during the project period of are approved by the state and are determined to be medically accurate. Materials presented as factual will be grounded in scientific research.

Referrals: The Contractor assures that it will refer youth to a local health care provider when appropriate and that it will not refer for, perform or counsel for abortion.

Equal Access: The Contractor assures that both boys and girls will be given "equal access" to educational opportunities under the proposed abstinence education project.

Cultural Competency: The Contractor will demonstrate cultural competence by following the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS).

A. DHHS shall do the following:

1. Provide technical assistance as needed through phone calls and/or email.

2. Facilitate communication as needed between contractor and any potential stakeholders of approved activities.

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. **COST PRINCIPLES AND AUDIT REQUIREMENTS**. The Contractor shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations. Audit requirements are dependent on the total amount of federal funds expended by the Contractor, set in the table below and Attachment 1, Audit Requirement Certification which is true and correct. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditures	Audit Type
<i>\$100,000 to 499,000</i>	<i>Financial Statement Audit</i>
<i>500,000 or more in federal expenditures</i>	<i>A-133 audit</i>

- J. **DATA OWNERSHIP AND COPYRIGHT**. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- K. **DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE**. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- L. **DOCUMENTS INCORPORATED BY REFERENCE**. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- M. **DRUG-FREE WORKPLACE**. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. **FEDERAL FINANCIAL ASSISTANCE**. The Contractor shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

- O. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- P. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.
- Q. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.
- R. HOLD HARMLESS.
1. The Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.
 2. DHHS’s liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.
 3. The above provisions shall survive termination of the contract.
- S. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers’ compensation, employer’s liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.
- T. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties.
- U. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.
- V. LOBBYING.
1. No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this contract or (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

W. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at: http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

X. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

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

Y. NEW EMPLOYEE WORK ELIGIBILITY STATUS.

The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

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

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

FOR DHHS:

Name
Organization
Address
City, State, Zip
Phone

FOR CONTRACTOR:

Name
Organization
Address
City, State, Zip
Phone

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:

Name
Title
Department of Health and Human Services
Division

FOR CONTRACTOR:

Name
Title
Contractor name

DATE: _____

DATE: _____

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
INSERT PROGRAM NAME
AUDIT REQUIREMENT CERTIFICATION

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

Grant Name _____ **Grant #** _____ **CFDA* #** _____

Program Name, Grant #, and CFDA # need to be filled out by the DHHS program office

*(Catalog of Federal Domestic Assistance)

Contractor's Name _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Federal Tax Identification Number (FTIN) _____

Contractor's Fiscal Year _____, 20__ to _____, 20__

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor 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* and any additional reports issued by the auditor as a result of this engagement must be provided to the DHHS immediately upon receipt, unless the Subrecipient or contractor has directed the CPA to provide the copy directly to the DHHS and has verified this has occurred.

Check either 1 or 2

- 1. ___ As the subrecipient or contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct an audit of our organization's financial statements if we have total federal expenditures over \$100,000. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to DHHS address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. ___ As the subrecipient or contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion upon financial statements and Schedule of Expenditures of Federal Awards, a report of internal control, a report of compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor or subrecipient must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations* (SF-SAC).

We further acknowledge a copy of the contractor's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to:

Nebraska Department of Health and Human Services
Financial Services
Grants and Cost Management
P.O. Box 95026
Lincoln, NE 68509-5026

The foregoing submissions must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

FORM A
Bidding Cover Sheet

Name of Bidding Organization:	
Address:	
City, State, Zip:	
Name of Authorized Official:	
Title of Authorized Official:	
Project Contact Person:	
Phone Number:	
Email Address:	
Title of Project:	
Amount Requested:	Tax ID Number:
City(ies)/County(ies) Impacted:	Number of youth targeted:
Demographic or Age Group(s) Targeted: (Check all that apply)	
Ages 10-14 []	Educators/Health Care Providers []
Ages 15-17 []	Other Groups (Please Specify) []
Ages 18-19 []	_____
Ages 20-24 []	_____
Parents []	_____
Racial/Ethnic Populations Targeted: (Check all that apply)	
Asian ___ Native American ___ African American ___ Caucasian ___ Hispanic/Latino ___ Other ___	
Project Timeframe:	
Has your organization ever received funds from the State of Nebraska before?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, when, and from which Department?	

By signing and submitting this form, the potential contractor agrees that if a contract is awarded, it will operate the project as described and in accordance with the contract's provisions.

Total Proposed Fixed Fee \$ _____

Signature of Authorized Official: _____

Title: _____

Date: _____

FORM B

Use a separate sheet of paper to answer the following in paragraph format. Head the paper “Form B” followed by the name of the applying entity on the next line. Use the headings as described below. Limit your answers to one or two paragraphs for each heading. Page limit – 2 pages.

1. *Who are you?* Provide a description of your organization, including mission and/or purpose. Identify any current/past youth-targeted projects or activities your organization has facilitated.
2. *What is your project?* Describe your proposed project or activity. Identify whether or not your proposed project is a continuation of current/past abstinence education projects.
3. *How does your proposed project address one or more of the eight A through H elements of abstinence education?* Describe which of the eight elements your project will address. Describe the key messages that the project or activity will convey.
4. *Are you partnering with others for your proposed project?* Provide a description of your partners, if any, and the roles they will play in the project. Letters of support are not necessary.
5. *How will you spend your funds?* Using the example table below, describe how the requested funds and matching contributions will be allocated*. Value of contracts will be up to \$5000 each. Total match contributed must be at least 83% of total contract funds requested. If cash match is listed for any budget item, on a separate piece of paper identify the source** of the cash (i.e. tax revenue, donations, registration fees) for that item. **Funds may not be used to support equipment, personnel or administrative costs.**

SAMPLE BUDGET

Budget Item	Contract Funds Requested	Match Contributed	Match Source		Total Project Cost
			Cash	In-Kind	
7th Grade abstinence curriculum	\$2000.00	\$1655.00	✓		\$3655.00
Guest Speaker Stipend	\$1250.00	\$1250.00	✓		\$2500.00
Activity Site Rental	\$ 250.00				\$ 250.00
Activity Supplies	\$ 500.00	\$415.00		✓	\$915.00
Media/Promotion Costs	\$ 800.00	\$ 664.00		✓	\$1464.00
Totals	\$4800.00	\$3984.00			\$8784.00

* Budget examples given are not prescriptive.

**Source of cash match may not be from another federal source, i.e. federal grant.