**STATE OF NEBRASKA**
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**
**GRANT TERMS and ASSURANCES**

This is a grant between the State of Nebraska, Department of Health and Human Services, Division of Children and Family Services (hereinafter the "Department) and Ponca Tribe of Nebraska (hereinafter the "Recipient") located at PO Box 288, Niobrara, Nebraska 68760.

By accepting this grant, the recipient agrees to comply with the terms and conditions described herein.

A. Term of Grant. The term of this grant shall be from July 1, 2008, through June 30, 2009.

B. Scope of Service. Recipient agrees to provide of domestic violence/sexual assault services to the youth, adult and families, for valuable consideration provided by the Department. Recipient's responsibilities include but are not limited to:

1. Seven emergency services to victims of domestic violence:
   a. Constant access and intake to services;
   b. Immediate transportation or access to immediate transportation to a hospital or place of safety;
   c. Access to immediate medical services or first aid;
   d. Access to emergency legal counseling and referral;
   e. Crisis counseling to provide support and safety planning;
   f. Emergency financial aid; and
   g. A safe living environment that will provide a supportive, non-threatening shelter.

In addition to the seven emergency services, the Recipient will provide:

2. Victim Advocacy in the following areas:
   a. law enforcement
   b. legal, including assistance in completing Protection Orders as required by statute
   c. court and criminal justice system
   d. medical
   e. other as needed
3. Community Education and Training that includes but will not be limited to the provision of the following services:
   a. Education programs and seminars for schools and community organizations on a continuum of topics including domestic violence, sexual assault, sexual harassment, personal safety, healthy relationships, gender issues and primary prevention of sexual violence;
   b. Information, training and resource materials to other key service providers including but not limited to: law enforcement personnel, health care providers, parents, school administrators and educators, clergy, and other human service providers; and
4. A variety of public awareness activities, including community forums and media outreach to increase community forums and media outreach to increase community awareness of the prevalence of domestic violence and sexual assault, personal and community prevention strategies, and the availability of local prevention and intervention services.

C. Consideration

The Department agrees to pay the Recipient not more than **$30,000.00** (Thirty thousand dollars) for domestic violence services. A payment of $7,500.00 will be made upon signing of the agreement. The Department agrees to pay the Recipient $7,500.00 for each of the last three quarters, contingent upon the Recipient submitting the monthly reports.

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

The Department reserves the right to withhold payment until required reports are received.

The Recipient is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this grant without prior approval and agreement of the Department.

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

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

D. ADMINISTRATIVE STANDARDS.

1. Performance Accountability: The Recipient agrees be held accountable for the services they provide. Data on provider performance on the outcome measures described below will be posted on the Internet as part of the Department's position to be transparent and accountable. The Recipient shall meet the following Outcomes:
   a. **Outcome: Increased strategies for enhancing safety**
      1) 65% of domestic violence survivors served by the program will have strategies for enhancing their safety.
   b. **Outcome: Increased knowledge of available community resources**
      1) 65% of domestic violence survivors served by the program will gain knowledge of available community resources

E. Required Reports:

1. Accountability Report:
   a. The Recipient must send completed monthly fiscal and statistical report to the Department by the 15th day of each month, to report the previous month's data.
   b. The Recipient shall annually report performance measures for the time period July 1 - June 30 by September 1. Should the Recipient be more than 30 (thirty) days delinquent in submitting the Performance Measures Report, the Recipient will pay the Department 10% of the previous quarters total receipts from the Department. The Recipient will continue to pay such amount every

calendar month until such time as the Performance Measures Report is submitted.

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

2. Staff Standards

a. Background Checks:

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

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

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

(b) The Nebraska Child abuse and Neglect Central Register

(c) The Nebraska Adult Abuse and Neglect Central Register

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

4) The Recipient agrees to perform out-of state background check on all newly hired employees, interns, and volunteer who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this grant. The Recipient shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Recipient shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Recipient shall not allow the individual to have direct contact with any youth.

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

6) All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

3. Staff Qualifications:

All staff providing transportation services to children and families shall:

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

F. Access to Records and Audit Responsibilities. All Subrecipient books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this Subgrant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. The Subrecipient must maintain these records for a period of six (6) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

The Subrecipient agrees to provide to DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient'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 Subrecipient 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 communication to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.

The Subrecipient agrees to 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.

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

G. Authorized Official. A person authorized by the Subrecipient to sign legally-binding documents. By submitting the signed Application Cover Sheet and the Subgrant Terms and Assurances, the Applicant agrees that it will operate the grant-funded activities in accordance with the Subgrant Terms and Assurances.

H. Availability of Funding. Due to possible future reductions in appropriations, DHHS cannot guarantee the continued availability of funding for this Subgrant. In the event

funds to finance this Subgrant become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the Subgrant or reduce the award upon notice in writing to the Subrecipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. DHHS shall be the final authority as to the availability of funds. The effective date of such Subgrant termination or reduction in the award shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in the award, the Subrecipient may cancel this Subgrant as of the effective date of the proposed reduction upon provision of advance written notice to DHHS.

I. Budget Changes. The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the Subgrant exceeding ten percent (10%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within 30 days of its receipt.

J. Data Ownership and Copyright. All data collected as a result of this project shall be the property of DHHS. The Subrecipient, or other entities with which it enters into legal agreement with, may copyright any of the copyrightable material produced in conjunction with the performance required under this Subgrant. 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 purposes.

K. Documents Incorporated by Reference. All laws, rules, regulations, guidelines, directives and documents, attachments, and appendices referred to in these terms and assurances shall be deemed incorporated by this reference and made a part of this Subgrant as though fully set forth herein.

L. Drug-Free Work-Place Policy. The Subrecipient hereby assures DHHS that it will operate a drug-free workplace in accordance with state and federal guidelines and has implemented a drug-free workplace policy which is available to DHHS upon request.

M. Federal Governing Requirements. Subrecipient must perform Subgrant activities, expend funds, and report financial and program activities in accordance with Federal grants administration regulations, U.S. Office of Management and Budget (OMB) Circulars governing cost principles and audits (Appendix 3), OMB Circulars governing administrative requirements, and to comply with the certifications attached hereto.

N. Independent Legal Entity. The Subrecipient is an independent legal entity and neither it nor any of its employees shall be deemed employees of DHHS for any purpose. The Subrecipient shall employ and direct such personnel as it requires to perform its obligations under this Subgrant, shall exercise full authority over its personnel, and shall comply with all worker's 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 Subgrant.

O. Monitoring. Subrecipient shall facilitate DHHS's monitoring and oversight activities of Subrecipient to include: (1) fiscal and program review using monitoring mechanisms including but not limited to, progress reports, site visits, financial reports, independent (third party) financial audits, and/or internal (State-conducted) financial audits to ensure compliance with program and fiscal requirements; and (2) ensuring that Subrecipient receives a Single Audit if it meets the annual threshold under OMB Circular A-133.

P. Nondiscrimination. The Subrecipient warrants and assures that it complies, as applicable, with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, national origin, sex, pregnancy, marital status, age, religion, or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity of the Subrecipient. This provision shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient further agrees to insert similar nondiscrimination provisions in all subgrants utilized in the performance of this grant.

Q. Notices. All notices given under the terms of this Subgrant shall be sent by certified mail, postage prepaid, addressed to the respective party at the address set forth below, or to such other addresses as the parties shall designate in writing from time to time.

Notice by Subrecipient to DHHS shall be addressed to Nebraska Health and Human Services, Division of Children and Family Services, P.O. Box 95026, Lincoln, NE 68509-5026, Attn: Shirley Pickens White.

Ponca Tribe of Nebraska
PO Box 288
Ponca, NE 68760
Attn: Andrea Kucera
[Subrecipient name and address]

R. Programmatic changes. The Subrecipient shall request in writing DHHS approval for programmatic changes. DHHS shall send a written determination regarding the request to the Subrecipient within 30 days of its receipt.

S. Public Counsel. In the event the Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this Subgrant, Subrecipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§81-8,240 to 81-8,254 with respect to the provision of services under this Subgrant. This clause shall not apply to grants or 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.

T. Publications, Publicity, Conferences or Training and Acknowledgment of Support. Subrecipient shall submit a copy of all presentations, writings and materials developed as a result of activities funded through this Subgrant for purposes of review

and comment. Publicity, presentations and written materials concerning activities supported under this Subgrant shall acknowledge the financial support of DHHS.

U. Payment. DHHS will make payments subject to Subrecipient's submission of reports according to the Subrecipient Reporting Requirements, pursuant to the Nebraska Prompt Payment Act, Neb. Rev. Stat. §81-2401 et seq., and will be a cost reimbursement unless otherwise specified as an advance payment.

V. Release and Indemnity. The Subrecipient shall assume all risk of loss and hold DHHS, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this grant, and proximately caused by the negligent or intentional acts or omissions of the Subrecipient, its officers, employees or agents; for any losses caused by failure by the Subrecipient to comply with terms and conditions of the grant; and, for any losses caused by other parties which have entered into agreements with the Subrecipient.

W. Religious Activities. The Subrecipient is prohibited from engaging in inherently religious activities like worship, religious instruction, or proselytization financed with federal financial assistance.

X. Subcontracting or Subgranting. The Subrecipient agrees that subrecipients and/or subgrantees will not be utilized in the performance of this Subgrant without prior written authorization from DHHS.

Y. Subgrant Close-out. Upon the expiration or notice of termination of this Subgrant, the following procedures shall apply for close-out of the Subgrant:

The Subrecipient will not incur new obligations after the termination or expiration of the Subgrant, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or expiration date.

Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.

Within a maximum of 90 days following the date of expiration or termination, Subrecipient shall submit all financial, performance reports. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.

The Subrecipient shall assist and cooperate in the orderly transition and transfer of Subgrant activities and operations with the objective of preventing disruption of services.

Close-out of this Subgrant shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this Subgrant. If no final audit is conducted prior to close-out, DHHS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

Z. Subrecipient Procurement. Subrecipient shall be responsible for the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered into by it in connection with the Subgrant, without recourse to DHHS. Such issues include, but are not limited to, disputes, claims, protests of award, source evaluation and other matters of a contractual nature. DHHS is not a party to any other legal agreement entered into between the Subrecipient arising out of this Subgrant award.

AA. Termination. This Subgrant is subject to termination in the following conditions:

1) Termination by DHHS due to unavailability of funding.

2) Termination by Mutual Consent: This Subgrant may be terminated in whole or in part, prior to the completion of the Subrecipient's project activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated.

3) Termination for Cause: In the event of a default or violation of the terms of this Subgrant by the Subrecipient or failure to use the Subgrant for only those purposes set forth, DHHS may take the following action:

(a) Suspension - After notice to the Subrecipient, suspend the Subgrant and withhold any further disbursement or prohibit the Subrecipient from incurring additional obligations of Subgrant funds, pending corrective action by the Subrecipient.

(b) Termination - Terminate the Subgrant in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the Subgrant. DHHS will promptly notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date.

Payments made to the Subrecipient or recoveries by DHHS under this subsection, will be in accordance with the legal rights and liabilities of the parties.

Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be not in compliance with the terms of this Subgrant up to the date of termination. The Subrecipient will return to DHHS all unencumbered funds. Further, any costs previously paid by DHHS which are subsequently determined to be unallowable through audit and close-out procedures may be recovered pursuant to the closeout procedures herein.

4) Recovery of Funds: In the event of default, failure to complete the project, or violation of the terms of this Subgrant by the Subrecipient, DHHS may institute such action as necessary to reduce, withdraw, or recover all or part of the project funds from the Subrecipient.

Ponca Tribe of Nebraska
By: _____ Date: 8/24/08
Authorized Official

**STATE OF NEBRASKA**
**DEPARTMENT OF HEALTH AND HUMAN SERVICES** JUN 25 2009
**GRANT TERMS AND ASSURANCES**
**AMENDMENT ONE, MAY, 2009**

This contract is entered into by and between the State of Nebraska, Department of Health and Human Services, Division of Children and Family Services (hereinafter the "Department"), and Ponca Tribe of Nebraska(hereinafter the "Recipient") located at PO Box 288, Niobrara, Nebraska 68760.

The Grant between the parties dated August 24, 2008 is hereby amended as follows:

A. "TERM OF GRANT" is amended to read:

The term of this grant shall be from July 1, 2008 to December 31, 2009.

C. "Consideration" is amended to read:

The Department agrees to pay the Recipient the total amount not to exceed $45,000.00 (forty five thousand and zero cents for the services specified herein.

C. "Consideration" is amended to add:
The Department agrees to pay the Recipient not more than the amount of $15,000 for domestic violence services provided during July 1, 2009 and December 31, 2009. Payments will be made contingent upon the Contractor submitting the monthly reports described in E.1.a. The first domestic violence payment will be made upon submission of a billing invoice and the June monthly report that is due July 15, 2009. The second domestic violence payment will be made upon submission of the billing invoice and the September monthly report that is due October 15, 2009

Q. "Notices" is amended to read:

All notices given under the terms of this Subgrant shall be sent by certified mail, postage prepaid, addressed to the respective party at the address set forth below, or to such other addresses as the parties shall designate in writing from time to time.

Notice by Subrecipient to DHHS shall be addressed to Nebraska Health and Human Services, Division of Children and Family Services, P.O. Box 95026, Lincoln, NE 68509-5026, Attn: Julie Hippen

Ponca Tribe of Nebraska
PO Box 288
Ponca, NE 68760
Attn: Andrea Kucera

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

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

FOR THE DEPARTMENT:

Signature

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

DATE: June 10, 2009

FOR THE RECIPIENT:

Signature

Darlene Sheridan
Executive Director of Tribal Affairs

DATE: 6/23/09