**CONTRACT**

**BETWEEN**

**NEBRASKA CHILDREN AND FAMILIES FOUNDATION**

**AND**

**XXX**

This Contract is entered into by and between the Nebraska Children and Families Foundation (hereinafter “Nebraska Children”), and XXX (hereinafter “Contractor”).

PURPOSE: The purpose of this Contract is as follows: XXX.

1. **TERM AND TERMINATION**
2. TERM.

This Contract is in effect from Month dd, yyyy the effective date through Month dd, yyyy the completion date.

1. 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. Nebraska Children may also terminate this Contract for cause, convenience, and in accord with the provisions designated “BANKRUPTCY PROCEEDING OR TRUSTEESHIP,” “FUNDING AVAILABILITY,” and “BREACH OF CONTRACT.” In the event that either Party terminates this Contract, the Contractor shall provide to Nebraska Children all work in progress, work completed, and materials provided to it by Nebraska Children in connection with this Contract immediately and the final invoice must be submitted by the Contractor within 60 days of the termination date.

1. **CONSIDERATION**
2. TOTAL PAYMENT.

Nebraska Children shall pay the Contractor a total amount, not to exceed **$xx.xx** (write out dollar amount here) for the activities specified herein Attachment 1.

1. PAYMENT STRUCTURE.

Payment shall be structured as follows:

1. As consistent with all applicable federal statutes, regulations, and policies, Nebraska Children shall make payment to the Contractor for its actual, allowable, reasonable, and allocable costs.
2. Nebraska Children shall make payment to the Contractor as follows:
	1. Contractor shall submit invoices to Nebraska Children on a quarterly basis from the start date of this Contract. Once an invoice has been received and approved, please allow 30 days from date of approval for payment processing.
3. **Final invoice must be submitted no later than Month dd, yyyy.**
4. Nebraska Children will only make payment to the Contractor for approved activities that are between xx/xx/xx to xx/xx/xx.
5. Payment is contingent upon the receipt and appropriation of XXX Funds.
6. BUDGET CHANGES.

Amendments to an approved budget are allowed when:

1. XXX
2. PAYMENT REQUESTS.
3. All invoices submitted by Contractor shall contain sufficient detail to support payment.
4. Contractor must be able to provide source documentation or other verification of all claimed costs, either provided with its request for payment, or available to Nebraska Children.
5. All activities and costs must be consistent with federal and state statutes and regulations.
6. Invoices shall be submitted via xxx.
	1. The Contractor shall submit monthly/quarterly invoicing that includes the submission of the monthly/quarterly budget expenditure report along with an invoice for actual, allowable, and reasonable expenditures in accordance with the Contract and approved budget.
7. **SCOPE OF SERVICES**
8. The Contractor shall provide the following deliverables:
	1. XXX
	2. Submit monthly/quarterly invoicing as described in section II.D.4.;
	3. Monitor and ensure activities/services are in accordance with Nebraska Children guidance and all other applicable law, specifically that all expenses are limited to those that are reasonable and applicable to xxx; and
	4. Communicate on a monthly basis via email, phone calls, and/or in person meetings with Nebraska Children.
9. Nebraska Children shall provide the following deliverables:
10. Review all reports received from Contractor.
11. Be responsible for administrative guidance, policy, and monitoring of services performed by the Contractor under this Contract.
12. Provide on-going TA to Contractor and/or approved Subcontractor in meeting Contract requirements.
13. Communicate with the Contractor on a monthly basis through emails, phone calls, and in person meetings.
14. REPORTING REQUIREMENTS:

All reporting templates are available on xxx.

1. The Contractor shall submit monthly/quarterly progress reports that include xxx:
2. The Contractor shall submit monthly/quarterly invoicing that includes the submission of a budget expenditure report along with an invoice for actual, allowable, and reasonable expenditures in accordance with the Contract and approved budget according to the following schedule:

|  |  |  |
| --- | --- | --- |
| **Report Name** | **Due on or Before** | **Covering the Period of** |
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1. **GENERAL PROVISIONS**
2. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.
3. 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 Nebraska Children. 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 Nebraska Children. All records shall be maintained in accordance with generally accepted business practices.
4. The Contractor shall follow all federal audit requirements. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the Contractor’s audit is to be made electronically available or sent to:

***Nebraska Children and Families Foundation***

***215 Centennial Mall South, Suite 200***

***Lincoln, NE 68508***

Contractor shall provide Nebraska Children any and all written communications received by 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) 122*.* The Contractor agrees to provide Nebraska Children 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 Nebraska Children at the same time copies are delivered to Contractor, in which case Contractor agrees to verify that Nebraska Children has received a copy.

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 Nebraska Children 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 Nebraska Children.

1. ACKNOWLEDGEMENT OF FUNDING.

For all publications that result from work under this Contract, the Contractor shall acknowledge the project was supported through the following sources of funds: Contractor shall use: “Funding received through Child Care and Development Fund, USDHHS, NDHHS, Nebraska Children and Families Foundation, and Sixpence. ”

1. 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.

1. ANTI-DISCRIMINATION.

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to**:Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 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 this Contract. The Contractor shall insert a similar provision into all subcontracts.

1. ASSIGNMENT.

Unless previously approved, 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 Nebraska Children. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

1. ASSURANCE.

If Nebraska Children, in good faith, has reason to believe that Contractor does not intend to, is unable to, has refused to, or discontinues performing material obligations under this Contract, Nebraska Children may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand may, at Nebraska Children’s discretion, be the basis for terminating this Contract.

1. BANKRUPTCY PROCEEDING OR TRUSTEESHIP.

Nebraska Children may immediately terminate this Contract if:

1. The filing of a petition by or against the Contractor or its Subcontractor for adjudication as a bankrupt under the United States Bankruptcy Act; or
2. The commencement of any action or proceeding for the appointment of a receiver or trustee for the Contractor.
3. BREACH OF CONTRACT.

Nebraska Children 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. Nebraska Children 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 Nebraska Children’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 Nebraska Children’s right to immediately terminate the Contract for the same or different contract breach which may occur at a different time. Nebraska Children 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.

1. COMPLIANCE WITH LAW.

The Contractor shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations in the performance of this Contract.

1. CONFIDENTIALITY.

Any and all confidential or proprietary information gathered in the performance of this Contract, either independently or through Nebraska Children, shall be held in the strictest confidence and shall be released to no one other than Nebraska Children without the prior written authorization of Nebraska Children, provided that contrary Contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.  This provision shall survive the termination of this Contract.

1. CONFLICTS OF INTEREST.

In the performance of this Contract, Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. Contractor shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify Nebraska Children in writing of any such instances encountered.

1. DATA OWNERSHIP AND COPYRIGHT.

All data collected as a result of this project shall be the property of Nebraska Children. The Contractor shall not copyright any of the material produced in conjunction with the performance required under this Contract without written consent from Nebraska Children. Nebraska Children, DHHS and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use any copyrightable material for federal or state government purposes. This provision shall survive termination of this Contract.

1. RIGHTS TO INVENTIONS.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

1. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE.

The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

1. 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 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.

1. 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 Nebraska Children.

1. 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.

1. FRAUD OR MALFEASANCE.

Nebraska Children may immediately terminate this Contract for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by Contractor, its employees, officers, directors, volunteers, shareholders, or subcontractors.

1. FUNDING AVAILABILITY.

Nebraska Children may terminate the Contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, Nebraska Children may terminate the Contract with respect to those payments for the fiscal years for which such funds are not appropriated. Nebraska Children shall give 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 Contractor be paid for a loss of anticipated profit.

1. COMPLETION OF CONTRACT.
2. The Contractor shall not incur new obligations after the termination or completion of the Contract, and shall cancel as many outstanding obligations as possible. Nebraska Children shall give full credit to Contractor for the federal share of non-cancelable obligations properly incurred by Contractor prior to termination, and costs incurred on, or prior to, the termination or completion date.
3. Within a maximum of xx days following the date of expiration or completion, Contractor shall submit all financial, performance, and related reports required by Contractor Reporting Requirements. Nebraska Children reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
4. The Contractor shall assist and cooperate in the orderly transition and transfer of Contract activities and operations with the objective of preventing disruption of services.
5. Completion of this Contract shall not affect the retention period for, or state or federal rights of access to, Contractor records, or Contractor’s responsibilities regarding property or with respect to any program income for which Contractor is still accountable under this Contract.
6. GOVERNING LAW.

The Contract shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against Nebraska Children or the State of Nebraska regarding this Contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.

1. HOLD HARMLESS.
2. To the extent permitted by law, the Contractor shall defend, indemnify, hold, and save harmless Nebraska Children 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 Nebraska Children, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor’s liability is attenuated by any action of Nebraska Children that directly and proximately contributed to the claims.
3. To the extent permitted by law, the Contractor shall, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, Nebraska Children gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the Nebraska Children’s use of the intellectual property used in the performance of this Contract without the Nebraska Children’s prior written consent, which consent may be withheld for any reason.  If a judgment or settlement is obtained or reasonably anticipated against Nebraska Children’s use of any intellectual property for which the Contractor has indemnified Nebraska Children, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on Nebraska Children’s behalf to provide the necessary rights to Nebraska Children to eliminate the infringement, or provide Nebraska Children with a non-infringing substitute that provides Nebraska Children the same functionality. At Nebraska Children’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and Nebraska Children may receive the remedies provided under this Contract.
4. Nebraska Children’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. Nebraska Children does not assume liability for the action of its Contractors.
5. INDEPENDENT CONTRACTOR.

The Contractor is an Independent Contractor and neither it nor any of its employees shall, for any purpose, be deemed employees of Nebraska Children. 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.

1. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1. DAVIS-BACON ACT (*only applies to construction contracts over $2,000.00*).

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “AntiKickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

1. 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.

1. LOBBYING.

Contractor certifies that no Federal or State appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of U.S. Congress or State Legislature, an officer or employee of U.S. Congress or State Legislature, or an employee of a Member of U.S Congress or State Legislature in connection with this Contract for: (a) the awarding of any Federal or State agreement; (b) the making of any Federal or State grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal or State agreement, grant, loan, or cooperative agreement.

1. INSURANCE.
2. *General Requirement.* The Contractor shall not commence work under this Contract until all the insurance required herein has been obtained. The Contractor shall maintain all required insurance for the life of this Contract and shall ensure that Nebraska Children has the most current certificate of insurance throughout the life of this Contract.
3. 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.
4. Insurance coverages shall function independent of all other clauses in the Contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.
5. *Workers’ Compensation Required.* The Contractor shall take out and maintain during the life of this Contract the statutory Workers’ Compensation and Employer's Liability Insurance for all of the contactors’ employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor’s employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of Nebraska Children. The amounts of such insurance shall not be less than the following limits:

|  |
| --- |
| **WORKERS’ COMPENSATION** |
| Employers Liability Limits | $500K/$500K/$500K |
| Statutory Limits – All States | Statutory – State of Nebraska |
| Voluntary Compensation | Statutory |
| **SUBROGATION WAIVER** |
| “Workers’ Compensation policy shall include a waiver of subrogation in favor of Nebraska Children.”  |

1. Any additional required coverages set forth in this Contract shall be subject to the same requirements of paragraph 1, subject to additional requirements contained therein.

A copy of the Contractor’s certificate of insurance is to be made electronically available or sent to:

***Nebraska Children and Families Foundation***

***215 Centennial Mall South, Suite 200***

***Lincoln, NE 68508***

1. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.

Contractor acknowledges that Nebraska law requires Nebraska Children 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/fill-in/f\_w-4na.pdf.

1. CLEAN AIR ACT.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

The Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during Contractor’s performance, Nebraska Children may create an amendment to the Contract to request that Contractor comply with the changed standard at a cost mutually acceptable to the Parties.

1. 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 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 Contractor indicates on such attestation form that he or she is a qualified alien, Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify 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 Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.
4. PROGRAMMATIC CHANGES.

The Contractor shall request in writing to Nebraska Children for approval of programmatic changes. Nebraska Children shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

1. RESEARCH.

The Contractor shall not engage in research utilizing the information obtained through the performance of this Contract without the express written consent of Nebraska Children. 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.

1. 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.

1. SMOKE FREE.

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 children 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 in 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. By signing, Contractor certifies that Contractor will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

1. SUBCONTRACTORS.

The Contractor may or may not subcontract any portion of this Contract without prior written consent of Nebraska Children. 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.

1. SURVIVAL.

All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Contract, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this Contract.

1. 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 Nebraska Children shall not waive any rights of Nebraska Children nor constitute a waiver of the requirement of timely performance of any obligations on the part of Contractor remaining to be performed.

1. WHISTLEBLOWER PROTECTIONS.

The Contractor shall comply with the provisions of 41 U.S.C. § 4712, which states an employee of a contractor, subcontractor, grantee, or Contractor may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

1. The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
2. The Contractor shall include this requirement in any agreement made with a subcontractor or Contractor.
3. NOTICES.

Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Contractor reporting under the Contract shall be sent to the Nebraska Children Contract Manager as identified below. Written notices regarding termination of this Contract or breach of this Contract shall also be sent to the Nebraska Children Contract Manager identified, and to the following addresses:

**NEBRASKA CHILDREN CONTRACT MANAGER:** **FOR CONTRACTOR:**

Staff First and Last Name First and Last Name

Title Title

Nebraska Children and Families Foundation Organization

215 Centennial Mall South, Suite 200 Street address

Lincoln, NE 68508 City, State Zip

(402) xxx-xxxx (xxx) xxx-xxxx

email@nebraskachildren.org

Nebraska Children may change the Nebraska Children Contract Manager to be notified under this section via letter to Contractor sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the Parties have duly executed this Contract hereto, and acknowledge that the individual signing below has authority to legally bind the Party to this Contract.

**FOR NEBRASKA CHILDREN: FOR CONTRACTOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mary Jo Pankoke Authorized Signer

President and CEO Title

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEDERAL TAX ID NUMBER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_