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AGREEMENT

BETWEEN THE

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

AND

Lincoln-Lancaster County Health Department

This agreement is entered into by and between the Nebraska Department of Health and Human Services, (hereinafter the "Department"), and the Lincoln-Lancaster County Health Department (hereinafter "Local Public Health Department" or "LPHD").

PURPOSE. The purpose of this agreement is: To provide for the delivery of a Refugee Health Screening Program for new refugee arrivals and other eligible populations for the prevention and control of communicable disease. This contract is made pursuant to federal financial assistance.

I. TERM AND TERMINATION

- A. TERM. This agreement is in effect from July 1, 2008 until June 30, 2011.
- B. TERMINATION. This agreement 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 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this agreement in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF AGREEMENT." In the event either party terminates this agreement, the LPHD shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this agreement immediately.

II. CONSIDERATION

- A. The Department agrees to pay the LPHD the total amount not to exceed \$84,000 (eighty four thousand dollars) newly allocated, for the services specified herein.
- B. PAYMENT STRUCTURE. Reimbursement is subject to the availability of federal funds. The Department will reimburse the Contractor for actual and necessary project costs as indicated in **Attachment 2** through **quarterly** reimbursements for the period of July 1, 2008-June 30, 2011. Contractor will submit itemized statements of cost to the State Refugee Resettlement Coordinator, HHSS, PO Box 95026, Lincoln, NE 68509.

III. SCOPE OF SERVICES

The LPHD agrees to perform the following services:

- A. Provide health screening services to new refugee arrivals and other eligible populations.
- B. Provide requests for **quarterly** reimbursements on the health screening program.
- C. Provide activity and data reports on the health screening program on the following schedule:
 - July 1 – December 31, 2008 due January 15, 2009
 - January 1, 2009 – June 30, 2009 due July 15, 2009
 - July 1 – December 31, 2009 due January 15, 2010
 - January 1, 2010 – June 30, 2010 due July 15, 2010
 - July 1 – December 31, 2010 due January 15, 2011
 - January 1, 2011 – June 30, 2011 due July 15, 2011

IV. DEPARTMENT RESPONSIBILITIES

The Department shall be responsible for the following:

1. The Department agrees to pay the Contractor for reasonable, actual, and allowable expenditures.
2. The Department agrees to provide technical assistance and consultation as deemed appropriate.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All LPHD 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 agreement shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of 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 the Department. All records shall be maintained in accordance with generally accepted accounting principles.
2. The LPHD agrees to provide the Department any and all written communications received by the LPHD from an auditor related to LPHD'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 LPHD agrees to provide the Department 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 the Department at the same time copies are delivered to the LPHD, in which case the LPHD agrees to verify that the Department has received a copy.

3. The LPHD agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this agreement, the LPHD agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this agreement for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.
- B. AMENDMENT. This agreement may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- C. ASSIGNMENT. The LPHD agrees not to assign or transfer any interest, rights, or duties under this agreement to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this agreement.
- D. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this agreement notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this agreement or reduce the consideration upon notice in writing to the LPHD. The Department shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration 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. The Department will give the LPHD written notice thirty (30) days prior to termination, if possible. In the event of a reduction in consideration, the LPHD may terminate this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.
- E. BREACH OF AGREEMENT.

1. Should the LPHD breach this agreement, the Department may, at its discretion, terminate this agreement immediately upon written notice to the LPHD. The Department shall pay the LPHD only for such performance as has been properly completed prior to notice of termination.
 2. The waiver by either party of a breach of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the party.
- F. CONFIDENTIALITY. The LPHD agrees that any and all information gathered in the performance of this agreement, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department unless otherwise expressly required by law, provided, that contrary agreement provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this agreement.
- G. CONFLICTS OF INTEREST. In the performance of this agreement, the LPHD agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the LPHD will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.
- H. COST PRINCIPLES AND AUDIT REQUIREMENTS. The LPHD is to follow the cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments. Audit requirements are dependent on the total amount of federal funds received by the LPHD. See the table below and Attachment 1, Audit Requirement Certification form. Audits must be prepared and issued by an independent certified public accountant licensed to practice in the State of Nebraska. A copy of the financial review or 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 payments	Audit Type
<i>Less than \$500,000</i>	<i>Audit that meets Government Auditing Standards</i>
<i>\$500,00 or more in federal payments</i>	<i>A-133 audit</i>

- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The LPHD may copyright any of the copyrightable material produced in conjunction with the performance required under this agreement. The Department and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. This provision shall survive termination of this agreement.

- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The LPHD certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this agreement to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the LPHD in discharging its obligations under this agreement shall be deemed incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. The LPHD hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- M. FEDERAL FINANCIAL ASSISTANCE. The LPHD agrees that its performance under this agreement will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The LPHD further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement 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 agreement. 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 agreement 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 agreement.
- O. HOLD HARMLESS.
1. The LPHD agrees to assume all risk of loss, defend and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, including attorneys fees, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with this agreement and proximately caused by the negligent or intentional acts or omission of the LPHD, its officers, employees, assignees, or agents.

2. To the extent allowed by law, the Department agrees to assume all risk of loss, defend and hold the LPHD, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, including attorneys fees, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with this agreement and proximately caused by the negligent or intentional acts or omission of the Department, its officers, employees, assignees, or agents.
- P. INDEPENDENT CONTRACTOR. The LPHD is an independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The LPHD shall employ and direct such personnel as it requires to perform its obligations under this agreement, 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 agreement.
- Q. INDIRECT COST RATE. Utilization of an indirect cost rate is allowed only when the LPHD has a negotiated rate with its federal or state cognizant agency.
- R. INTEGRATION. This written agreement 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 agreement.
- S. LOBBYING.
1. If the LPHD receives federal funds through the Department, for full or partial payment under this agreement, then no Federal appropriated funds will be paid, by or on behalf of the LPHD, 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 agreement 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 agreement, the LPHD shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- T. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The LPHD shall review the Nebraska Access Technology Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the agreement comply with the applicable

standards. In the event such standards change during the LPHD's performance, the State may create an amendment to the agreement to request that agreement comply with the changed standard at a cost mutually acceptable to the parties.

- U. NON-DISCRIMINATION. The parties agree to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: 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 parties agree that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the party. The LPHD further agrees to insert similar provisions in all sub-contracts for services allowed under this agreement under any program or activity.
- V. PROMPT PAYMENT. Payment will be made in conjunction with the Prompt Payment Act of the State of Nebraska. The Department may request that payment be made electronically instead of by State warrant.
- W. PUBLIC COUNSEL. In the event the LPHD provides health and human services to individuals on behalf of the Department under the terms of this agreement, the LPHD 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 agreement. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- X. RESEARCH. The LPHD may not engage in research utilizing the information obtained through the performance of this agreement without the express written consent of the Department. 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 agreement. This provision shall survive termination of this agreement.
- Y. SEVERABILITY. If any term or condition of this agreement 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 agreement did not contain the particular provision held to be invalid.

- Z. STATE PROPERTY. The LPHD shall be responsible for the proper care and custody of any Department-owned property which is furnished for the use by the LPHD during the performance of this agreement. Upon the Department's request, the LPHD shall reimburse the Department for any loss or damage of such property, normal wear and tear excepted.
- AA. SUBCONTRACTORS. The LPHD agrees that before subcontractors may be utilized in the performance of this agreement, the Department must give prior written approval. If the LPHD subcontracts a portion of the work involved in this agreement, it shall ensure that the subcontractor complies 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 agreement.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this agreement shall be sent to the following addresses, or such address as it later designated in writing by the party:

FOR THE DEPARTMENT:

State Refugee Resettlement Coordinator
 Nebr. Dept. of Health & Human Services
 P.O. Box 95026
 Lincoln, NE 68509
 (402) 471-9346

FOR THE LPHD:

Name: Bruce Dent
 Organization: LLCHD
 Address: 3140 N STREET
 City, State, Zip: LINCOLN, NE 68510
 Phone: 402-441-8001

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

FOR THE DEPARTMENT:

Todd A. Landry
 Signature

Todd A. Landry, Director
 Division of Children and Family Services
 Department of Health and Human Services

FOR THE LPHD:

 Signature

Lincoln-Lancaster County Health
 Department
 Chris Beutler, Mayor
 FIN# 47-6006256

DATE: 10/29/08

DATE: _____

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Refugee Resettlement Program
AUDIT REQUIREMENT CERTIFICATION

Subgrantees 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 ___ Refugee Preventative Health Screening Grant _____

CFDA* # ___ 90RX0158/03 _____

*(Catalog of Federal Domestic Assistance)

LPHD's Name: ___ Lincoln-Lancaster County Health Department _____

Address: ___ 3140 N Street _____

City: ___ Lincoln _____ State: ___ NE ___ Zip Code: ___ 68510 _____

Federal Tax Identification Number (FTIN) ___ 47-6006256 _____

LPHD's Fiscal Year ___ Sept. 1 _____, 20__08__ to ___ August 31, _____, 20__09__

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the LPHD 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 must be provided by the LPHD to the Nebraska Department of Health and Human Services immediately upon receipt, unless the LPHD has directed the CPA to provide the copy directly to the Department and has verified this has occurred.

Check either 1 or 2 and complete the signature block on page 2:

- 1. ___ As the LPHD 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 and prepare either, a review (expenditures less than \$75,000) or audit report (expenditures \$75,000-\$499,999) of our organization's financial statements and a report issued by the CPA. 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 the Nebraska Department of Health and Human Services address as shown below.

2. x As the LPHD 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, as the LPHD, 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:

- The LPHD's 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 on this LPHD's financial statements and Schedule of Expenditures of Federal Awards, a report on this LPHD's internal control, a report on this LPHD's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this LPHD 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 this LPHD'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 the

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

or the LPHD must notify the Department when the reporting package becomes available and provide the Department with access to an electronic version of its annual audit and

The single audit is performed and published in the City of Lincoln's Comprehensive Annual Financial Report (CAFR). The CAFR is published annually in January or February for the City fiscal year ending the preceeding August 31.
www.lincoln.ne.gov/finance/account/cafr.htm

financial report. Notification of availability will be sent to the Nebraska Department of Health and Human Services, Financial Services, Grant and Cost Management in a format similar to the following:

The LPHD's latest A-133 Audit is now available for your use at:
<http://www.>

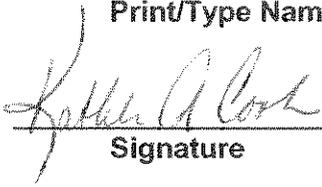
The LPHD's financial report is available at:
<http://www.>

Kathy A. Cook

Information & Fiscal Manager

Print/Type Name

Print/Type Title



Signature

November 17, 2008

402 441-8092

Date

Telephone Number