**AGREEMENT**

**Between**

**{PARTY A}**

**And**

**{Party b}**

This Contract is entered into {date} by and between {Party A}, located at {address} and {Party B} (hereinafter the “Contractor”), located at {address}. Together hereinafter referred to as “the Parties.”

**Whereas, {Party A} hereby contracts with {Party B} do mutually agree that:**

1. **TERMS**

This Contract shall be in effect from {date} through {date}unless otherwise terminated as provided herein below. {Party A} hereby engages Contractor to perform services by completing the assignment set forth in *Attachment A* attached hereto and made a part hereof offered to and accepted by Contractor.

1. **PURPOSE**

{Party A} hereby awards a sub-contract to {Party B} for the purpose of:

{use scope of services supplemental document to determine which items will be sub-contracted}

1. **CONSIDERATION**
   1. {Party A} agrees to compensate Contractor a total amount of ${total contracted amount}under the terms of this Contract and all previous requested documents and other reporting has been received and approved.

The total award amount shall be broken out as follows:

{use scope of services to determine which items will be sub-contracted}

* 1. The Contractor is responsible for submitting a monthly invoice and supplemental reporting documents for reimbursement and a quarterly detailed report on implementation that may include progress, data, outcomes, success and challenges, student success story and lessons learned.
  2. Funds will be paid as monthly reimbursement as indicated in Section VII: Reporting Requirements. In order to receive expense reimbursement payments on a timely basis, the Contractor is responsible for reporting expenses via invoice compared to the approved budget on or before the 20th day of the month following the month in which the expenses were incurred.
  3. The Contractor is responsible for submitting a Budget and Budget Narrative with this agreement.
  4. The Contractor is responsible for submitting time sheets for all staff time billed for reimbursement.
  5. The Contractor is responsible for submitting a report at the end of the Contract as defined in Section VII: Reporting Requirements.
  6. The Contractor is responsible for all costs associated with the production and delivery of reports.

1. **ELIGIBILITY**

The Connected Youth Initiative has defined the target population as outlined in *Attachment B* as: young adults ages 14 -24 who find themselves disconnected from a positive life course because they:

* Are currently or have been in the Nebraska foster care system,
* Have had contact with child protective services,
* Have had juvenile justice system involvement (including diversion or young adults transitioning out of Probation),
* Have experienced homelessness or near-homelessness, and
* Are lacking the services and supports they need to make successful transitions to adulthood.

The Contractor agrees to perform the services outlined in the Section V: Scope of Services as outlined in *Attachment A* only for youth that meet these eligibility requirements.

1. **SCOPE OF SERVICES**

The Contractor agrees to perform the services as outlined in *Attachment A*, and in accordance with the approved Budget and Budget Narrative. Contractor will complete the assignment in a professional manner satisfactory to {Party A}, in its sole judgment. Contractor agrees to the Scope of Work to be performed as described in *Attachments A*, herein incorporated. Any materials produced in performance of this agreement are the property of {Party A} and shall be turned over upon request.

Services to be provided are defined in the program proposal and included as *Attachment A*, becomes part of this Agreement and include as follows:

{use scope of services supplemental document to help determine which items will be sub-contracted}

1. **NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS**

As a Contractor, staff billed to {Party A} by the Contractor are required to participate in the National Service Criminal History Check (NSCHC) that includes:

* 1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
  2. Either:
     1. A name- or fingerprint-based search of the statewide criminal history registry in the person’s state of residence and in the state where the person will serve/work, or
     2. A fingerprint-based FBI criminal history check.

Staff with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities), billed to {Party A} by the Contractor must undergo NSCHCs that include:

* 1. A nationwide name-based check of the NSOPW; and
  2. Both:
     1. A name- or fingerprint-based search of the statewide criminal history registry in the person’s state of residence and in the state where the person will serve/work; and
     2. A fingerprint-based FBI criminal history check.

The Contractor will complete the NSCHC checklist and tracking sheet for all staff billed for reimbursement. NSCHC checklists and tracking sheet may be reviewed by {Party A} at any time.

1. **BILLING & REPORTING REQUIREMENTS**

The Contractor will submit monthly billing for reimbursement on or before the 20th of the month that includes an invoice on Contractor’s letterhead, budget expenditure report, general ledger/P&L statement generated from Contractor’s accounting software and staff time sheets for all staff billed.

The Contractor will submit a quarterly program report on or before the due date that includes a detailed report on implementation that may include progress, outcomes, success and challenges, student success story and lessons learned.

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| **Monthly Reimbursement**  **Due****on or before the 20th of the month.** |
| Monthly Billing for Reimbursement will include:   * Monthly Budget Expenditure Report * Invoice (must have Contractor logo or on Contractor letterhead) * General ledger/P&L statement generated from Contractor’s accounting software * Time sheets for all staff billed |

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| **Quarterly Program Reports**  **Report Name** **Due On or Before** **Covering the Period of**  Quarterly Activity Report July 5, 2016 April 1, 2016 – June 30, 2016  Quarterly Activity Report October 5, 2016 July 1, 2016 – September 30, 2016  Quarterly Activity Report January 5, 2017 October 1, 2015 – December 31, 2016  Quarterly Activity Report April 5, 2017 January 1, 2017 – March 31, 2017 |
| Quarterly Program Report will include:   * Description of programmatic and partnership activities, evaluation activities and outcomes consistent with the Scope of Work and as outlined in *Attachment A* * Success stories * Challenges and barriers |

1. **ADMINISTRATIVE STANDARDS and PERFORMANCE ACCOUNTABILITY**

The Contractor agrees be held accountable for the services provided.

1. **TERMS AND CONDITIONS**

{Party A} Obligations. {Party A} shall provide program assistance and consultation, upon request, and as agreed upon by {Party A} and the Contractor.

Funds Available. All funds made available to the Contractor will be used only for the purposes described in this Contract and substantially in accordance with the approved budget. The funds may not be expended for any other purpose without prior written approval. Any funds not expended during the term of this Contract must be immediately returned.

Allowable Expenditures Only. All funds will be spent according to the approved budget. Any changes in this approved budget that exceed 10% of any line item, must be submitted in writing and approved in advance. The Contractor is responsible for any and all costs associated with the production and delivery of reports and other administrative costs. The Contractor will notify, in writing, of all changes in key program personnel within 72 hours. This includes intent to hire. No other charges may be submitted under the terms of this Contract without prior approval and agreement.

Reporting. If any report is not received in a timely manner, {Party A} may withhold payments until the report is received and may terminate the Contract if the report is not received within thirty (30) days following the date on which it is due.

Work with Expert Advisors. The Contractor will work cooperatively with the expert advisors provided by {Party A}, Nebraska Children and Families Foundation (NC) and Corporation for National and Community Service (CNCS) and will use its best efforts to provide them with information in a timely fashion and with access to appropriate staff as needed and to support periodic site visits.

Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided under this Contract and to allow free access at reasonable times by duly authorized representatives of {Party A} to such records for the purposes of CNCS required site visits and desk reviews, making audits, examinations, excerpts, transcripts and verifications or program evaluations as necessary concerning this Contract. Such access to records by {Party A} and shall continue beyond the termination date of this Contract for a period of three (3) years. Contractor will maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures, as necessary. Systems will be able to identify costs by programmatic year, budget category, and between indirect and direct costs.

Acknowledgement. {Party A} requires all funded programs under Contract to acknowledge and recognize the {Party A} as a funding source.

External Communications.

Regarding any external communications, Contractor will:

* Inform of any significant efforts Contractor assumes to publicize work
* Inform of any media inquiries received related to work
* Refer any media representative or other person inquiring about support to Contractor to designated party
* Ensure publications created or developed by Contractor are consistent with the purposes of the program.
* {Party A}’s logo may be included on publications and printed materials with prior written consent

Site Visit and Audit. {Party A} reserves the right, with reasonable notice, to conduct Contractor site visits and/or desk reviews to review and evaluate records, activities and financial reports.

Confidentiality. The Contractor agrees that any and all information obtained in regard to a parent or youth shall be held in the strictest confidence and shall be released to no one, without prior written authorization or by written court order or valid statutory authorization, provided, that contrary contract provisions set forth hereinabove shall be deemed to authorize specific exceptions to this general confidentiality provision. Any requests for information regarding the parent or youth or the youth’s family submitted to the Contractor shall be referred or forwarded to {Party A}.

Non-Discrimination. The Contractor agrees 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 Contract, 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 Contractor agrees 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 Contractor. The Contractor further agrees to insert similar provision in all sub-contracts for services allowed under this Contract under any program or activity.

Assignability. The Contractor agrees not to assign or transfer any interest, rights or duties in this Contract to any person, firm or corporation without prior written consent.

Sub-Contractors. The Contractor agrees that no sub-contractors shall be utilized in the performance of this Contract without the prior written authorization.

Amendment. This Contract may be amended at any time in writing upon the agreement of both parties at least ten (10) days prior to the effective date of change.

Cancellation. Either party hereto may cancel this Contract for any reason upon thirty (30) days written notice to the other party. If it is determined that the Contractor’s practices are harmful to the youth/family, abusive, the Contract can be canceled immediately upon written notice. In the event of termination for cause, funds expended may be recaptured, in conformance with the legal rights and liabilities of the parties.

Breach of Contract. Should the Contractor be determined to be in breach of this Contract, the Foundation, at its discretion, may upon written notice to the Contractor terminate the Contract immediately or specify a process with necessary actions and time frames for the Contractor to be in compliance with the Contract. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Unavailability of Funding. Due to possible future reductions in State, Federal, and/ or Private appropriations, {Party A} cannot guarantee the continued availability of funding for this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable either in full or in part due to such reductions in appropriations, this Contract may be terminated or reduced the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The effective date of such Contract 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 state and/or federal funding reduction, whichever is later. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice.

Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Contract. {Party A} and Nebraska Children and Families Foundation hereby reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.

Independent Contractor. It is the expressed intent of the parties that this Contract shall not create an employer-employee relationship and the Contractor, and any employee or other person acting on behalf of the Contractor in performance of this Contract, shall be deemed to be an independent Contractor(s) during the entire term of the Contract or any renewal or amendments thereof. The Contractor shall not receive any additional compensation in the form of wages or benefits for services rendered pursuant to and which are not specifically set forth in this Contract.

Hold Harmless. The Contractor agrees to hold {Party A}, its employees, agents, assigns and legal representatives harmless for all loss or damage sustained by any person as a result of the negligent or willful acts by the Contractor, its officers, employees or agents in the performance of this Contract, including all associated costs of defending such claims. All Claims on behalf of any person arising out of employment or alleged employment, including without limit claims of discrimination against the Contractor, its officers or its agents shall in no way be the responsibility of {Party A}. The Contractor will hold {Party A} harmless from any and all such claims, including all associated costs of defending such claims.

Workers Compensation. The Contractor agrees to maintain, for the term of this Contract, workers’ compensation coverage as required by the State in which the Contractor maintains the home office. Notice of cancellation of these insurance policies must be submitted when issued and a new coverage binder shall be submitted immediately to insure no break in coverage.

Overpayments. Should {Party A} overpay the Contractor for services rendered or make payments in error for services not provided, the Contractor will notify {Party A} within the next billing cycle. The Contractor understands that any and all overpayments remain the property of {Party A} and that {Party A} retains the right to recover any and all amounts overpaid.

Drug-Free Workplace. The Contractor assures that they have and maintain a Drug-Free Workplace Policy and that it will provide a copy of the policy upon request.

Executed by the parties or their duly authorized representatives on the dates indicated below.

**FOR {PARTY A}:**

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Authorized Signer & Title Date

Organization Name

**FOR CONTRACTOR:**

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Authorized Signer & Title Date

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Organization Name

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Federal ID Number **ATTATCHMENT A**

**SCOPE OF SERVICES**

{use scope of services supplemental document to determine which items will be sub-contracted}

**ATTACHMENT B**

**ELIGIBILITY**

The Connected Youth Initiative has generally defined the target population as:

Unconnected youth are defined as young adults ages 14 -24 who find themselves disconnected from a positive life course because they:

* are currently or have been in the Nebraska foster care system,
* have had contact with child protective services,
* have had juvenile justice system involvement (including diversion or young adults transitioning out of Probation),
* have experienced homelessness or near-homelessness, and
* are lacking the services and supports they need to make successful transitions to adulthood.

*Youth who are not eligible for Connected Youth Services:*

* Youth 14-24 who are living with parents- even if the family is homeless

(REFER to Continuum of Care resources or Community Response)

* Any youth who require, but are not receiving therapy and /or stabilization services in order to be able to live independently such as youth who have been victims of human /sex trafficking. As noted above if the youth is receiving therapy/stabilization and requires basic financial supports to establish independent living then Flex Funds may be accessed.
* Runaway Youth who is less than 19 years of age and who absents himself or herself from home or a place of legal residence without the permission of a parent or legal guardian.

(REFER to Youth Shelters and programs funded for runaway and homeless youth)

* Opportunity Youth: In 2012 The White House Council for Community Solutions first used the descriptor “opportunity youth” referring to youth ages sixteen to twenty-four who are not in school or working. The belief is that Opportunity Youth have energy, aspirations, optimism, resiliency and untapped talent, even though they are disengaged from both education and employment.

**SIF AND HOW TO COUNT YOUTH FOR DATA COLLECTION & REPORTING**

Contractor should follow these guidelines for counting youth served by SIF funds and reporting data.

1. **Counted Once**

Each young person can only be counted once, even though it may be necessary to provide services more than once or if the young person receives multiple services.

1. **Supported by SIF Dollars**

The young person must be touched directly by SIF funds, e.g., participating in a SIF-funded intervention or receiving SIF-funded services. Only youth that enroll in core programs that offer the SIF intervention should be counted and tracked for outcomes.

1. **Programs Implementing the Interventions**

The young person must be enrolling in the SIF intervention for the first time. If he or she is already enrolled in a fully implemented intervention program (programming components are already in place, no major enhancements expected), he or she cannot be counted for SIF data reporting.

If the young person is enrolled in an intervention that is **not** fully developed or an intervention that will undergo major enhancement (key components will be changed or added), the young person can be counted *once the enhancements are in place*.