

AB#-538058

FAMILY VIOLENCE PREVENTION AND SERVICES AND SEXUAL ASSAULT PREVENTION SUBGRANT

11722-23

BETWEEN

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

AND

NEBRASKA DOMESTIC VIOLENCE SEXUAL ASSAULT COALITION

This subgrant is entered into by and between the Nebraska Department of Health and Human Services, DIVISION OF CHILDREN AND FAMILY SERVICES (hereinafter "DHHS"), and NEBRASKA DOMESTIC VIOLENCE SEXUAL ASSAULT COALITION (hereinafter "Subrecipient").

CFDA Title & #: Preventive Health and Health Services Block Grant #93.991 Award Amount: \$42,000

Award Name: Nebraska Preventive Health and Health Services Block Grant Federal Agency: Centers for Disease Control and Prevention

Issue Date: Federal Award Identifier # DP009036

Award Date: 10-1-11 This award is not for research and does not include ARRA funds.

CFDA Title & #: Family Violence Prevention Services State Grant #93.671 Award Amount: \$941,647

Award Name: Family Violence Prevention and Services/Grants for Domestic Violence Shelters and Related Assistance Grants to States Federal Agency: Administration for Children and Families

Issue Date: 04-08-11 Federal Award Identifier # G-1101NEFVPS

Award Date: 10-1-10 This award is not for research and does not include ARRA funds.

PURPOSE. The purpose of this subgrant is for the performance of grant application writing, grant management, reporting, and the provision of a statewide sexual assault prevention campaign.

I. PERIOD OF PERFORMANCE AND TERMINATION

A. TERM. This award is in effect from October 1, 2011, the effective date through September 30, 2012, the completion date.

B. TERMINATION. This subgrant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this subgrant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH

OF SUBGRANT." In the event either party terminates this subgrant, the Subrecipient shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this subgrant immediately.

II. AMOUNT OF SUBGRANT

- A. **TOTAL SUBGRANT.** DHHS shall pay the Subrecipient a total amount, not to exceed \$57,000 (fifty seven thousand dollars and no cents). Of the total amount, 37,800 (thirty seven thousand eight hundred dollars and no cents) is to be used for a statewide sexual assault prevention project (PHHS) and \$4,200 (four thousand two hundred dollars and no cents) is to be used for administrative costs related to the sexual assault prevention project. \$15,000 (fifteen thousand dollars and no cents) is to be used for family violence and sexual assault (DV/SA) grant writing and reporting.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:

<u>Due Date</u>	<u>Covered Time Period</u>	<u>FVPSA Amount</u>	<u>PHHS</u>	<u>Total Amount</u>
Jan 15 th , 2012	Oct, Nov, Dec	\$ 3,750	\$10,500	\$ 14,250
April 15 th , 2012	Jan, Feb, Mar	\$ 3,750	\$10,500	\$ 14,250
July 15 th , 2012	April, May, June	\$ 3,750	\$10,500	\$ 14,250
August 31 st , 2012	Final invoice for PHHS		\$10,500	\$10,500
August 31 st , 2012	July, Aug, Sept.	\$ 3,750	\$ 0	\$ 3,750
Total		\$15,000	\$ 42,000	\$ 57,000

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

- C. **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 twenty percent (20%) 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 thirty (30) days of its receipt.

III. STATEMENT OF WORK

- A. **The Subrecipient shall:**
1. **Preventative Health and Health Services**
 - a. Prepare and submit the annual grant application and workplan for the State of Nebraska's Preventative Health and Health Services grant from

the Nebraska Department of Health and Human Services-Division of Public Health.

- b. Prepare and submit a mid-year and annual report for the State of Nebraska's Preventative Health and Health Services grant from the Nebraska Department of Health and Human Services-Division of Public Health.
- c. Facilitate completion of the Preventative Health and Health Services application goals.

2. Family Violence Prevention and Services Act Grant Management

- a. Prepare the annual grant application for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services with input from providers, knowledgeable individuals and interested organizations;
- b. Facilitate completion of the proposed goals in the application;
- c. Complete the required reports for the State of Nebraska's Family Violence Prevention and Services formula grant from the U.S. Department of Health and Human Services;
- d. Participate in planning and monitoring of the distribution of grants and grant funds; and
- e. Provide documentation of policies, procedures and protocols that ensure individual identifiers of client records will not be used when providing statistical data on program activities and program services, confidentiality is maintained, and the address or locations of any FVPSA-supported shelter will not be made public without the written authorization of the person or persons responsible for the operation of such shelter;

3. Outreach Program

- a. Identify underserved populations
- b. Develop and submit an outreach plan to assist programs to serve the identified underserved populations that includes elements that explain domestic violence to communities, the most effective and safe ways to seek help, and tools to identify available resources.

4. Requirements

a. Insurance

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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.

- 1) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
Coverage A Statutory

Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- 2) COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

- 3) COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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- 4) EVIDENCE OF COVERAGE
 The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Department of Health and Human Services, Division of Children and Family Services, Julie Hippen at P.O. Box 95026, Lincoln, NE 68509 (facsimile (402) 471-9034).

b. Certifications:

- 1) Grant funds made available under this program by the State will not be used as direct payment to any victim or dependent of a victim of family violence (42 U.S.C. 10402(d)).
- 2) No income eligibility standard will be imposed on individuals receiving assistance or services supported with funds appropriated to carry out FVPSA (42 U.S.C. 10402(e)).
- 3) The address or location of any shelter or facility assisted under FVPSA will not be made public, except with the written authorization of the person or persons responsible for the operations of such shelter (42 U.S.C. 10402(a)(2)(E)).
- 4) The Contractor will comply with FVPSA confidentiality requirements and has established policies, procedures and protocols that ensure individual identifiers of client records will not be used when providing statistical data on program activities and program services and that the confidentiality of records pertaining to any individual provided family violence prevention or treatment services by any FVPSA-supported program will be strictly maintained (42 U.S.C. 10402(a)(2)(E)).
- 5) Funds made available under the FVPSA will be used to supplement and not supplant other Federal, State and local public funds expended to provide services and activities that promote the purposes of the FVPSA (42 U.S.C. 10402 (a)(4)).

- 6) If DHHS provides written consent for the Contractor to subcontract any portion of this contract, the Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- 7) Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Background Checks

The Contractor will ensure all background checks have been completed on all employees, interns, and volunteers if it is foreseeable that the individual may have contact with children, youth and families in the performance of this contract.

Background checks will include a check of the following:

- a. State-wide criminal history check
- b. Sexual Offender Registry
- c. Child and Adult Abuse and Neglect Central Register/try
- d. State repository of driving records
- e. References
- f. Google search or other appropriate search engines.

In addition, for all employees, interns, and volunteers who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children, youth and families in the performance of this Contract, the Contractor will also perform the following checks in those states:

- a. Criminal history check for each state in which the individual resided or worked
- b. Sexual Offender Registry
- c. Child and Adult Abuse and Neglect Central Register/try
- d. State repository of driving records

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 Registry, or a similar registry, the Contractor shall complete criminal background checks in the cities, counties and states of previous employment or residence.

If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any victim or youth.

If a background check results in a record being identified, the Contractor shall

develop a process to review and determine if they want to request DHHS approval to hire an employee. Requests for an exception shall be made in writing to the Contract Liaison and will include the name and background information, along with supporting documentation from the Contractor as to why they believe that such person does not pose a threat to children or families. DHHS shall have 10 business days to respond to such a request. All documentation related to the process is maintained in the contractor's staff personnel records.

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

6. Deliverables

PHHS - 10-1-2011 to 9-30-12 period	
Sexual Assault Set Aside Block Grant, Preventative Health and Health Services <u>application</u> submitted. 10-1-2011 to 9-30-12	November 19 th , 2011
Completion of the sexual assault prevention campaign	September 30 th , 2012
Final PHHS report for October 1, 2010 to Sept. 31, 2011	December 17, 2011
Preventative Health and Health Services <u>mid-year report</u> (10-1-11 to 3-31-12)	April 15, 2012
PHHS final Report (coverage period: 10-1-11 to 9-30-12)	February 1 st , 2013
FVPSA work – 10-1-11 to 9-30-12	
Annual Report to be submitted to FVPSA (October 1, 2010 to September 31, 2011)	November 30, 2011
Annual Grant Application to FVPSA for time period of 10-1-11 to 9-30-12	As requested

B. DHHS shall:

1. DHHS will maintain responsibility for monitoring compliance with the provider contracts and will be responsible for decisions regarding program funding and/or revisions to current program contracts.
2. Monitor the subgrant;
3. Provide technical assistance in the conduct of this subgrant; and
4. Review, evaluate and report performance.

IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Subrecipient 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 subgrant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act

(HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

2. The Subrecipient shall provide 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 communications 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.
3. The subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.
4. In addition to, and in no way in limitation of any obligation in this subgrant, the Subrecipient shall 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 DHHS.

B. AMENDMENT. This subgrant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this subgrant shall be valid unless made in writing and signed by the parties.

C. ANTI-DISCRIMINATION. The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this subgrant. The Subrecipient shall insert this provision into all subgrants and subcontracts.

D. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this subgrant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this subgrant.

- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Subrecipient does not intend to, is unable to, has refused to, or discontinues performing material obligations under this subgrant, DHHS may demand in writing that the Subrecipient give a written assurance of intent to perform. Failure by the Subrecipient to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this subgrant.

- F. BREACH OF SUBGRANT. DHHS may immediately terminate this subgrant and agreement, in whole or in part, if the Subrecipient fails to perform its obligations under the subgrant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of subgrant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Subrecipient time to correct a failure or breach of this subgrant does not waive DHHS's right to immediately terminate the subgrant for the same or different subgrant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this subgrant and hold the Subrecipient liable for any excess cost caused by Subrecipient's default. This provision shall not preclude the pursuit of other remedies for breach of subgrant as allowed by law.

- G. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this subgrant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary subgrant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. As required by United States Department of Health and Human Services (hereinafter "HHS") appropriations acts, all HHS recipients and DHHS Subrecipients must acknowledge Federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal and DHHS funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources. This provision shall survive termination of this subgrant.

- H. CONFLICTS OF INTEREST. In the performance of this subgrant, the Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The Subrecipient shall immediately notify DHHS of any such instances encountered, so that other arrangements can be made to complete the work.

- I. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Subrecipient shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments; A-21 for Colleges and Universities; or A-122 for Non-Profit Organizations. Federal audit requirements are dependent on the total amount of federal funds expended by the Subrecipient, set in the table below and Attachment 1, Audit Requirement Certification. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditure	Audit Type
<i>Less than \$100,000 to \$499,999</i>	<i>Financial Statement Audit</i>
<i>500,000 or more in federal expenditure</i>	<i>A-133 audit</i>

- J. DATA OWNERSHIP AND COPYRIGHT. Except as otherwise provided in the Federal Notice of Award, DHHS shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subgrant without written consent from DHHS. 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 the copyrightable material for federal or state government purposes. This provision shall survive termination of this subgrant.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this subgrant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Subrecipient in discharging its obligations under this subgrant shall be deemed incorporated by reference and made a part of this subgrant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Subrecipient agrees, in accordance with 41 USC §701 et al., to maintain a drug-free workplace by: (1) publishing a drug-free workplace statement; (2) establishing a drug-free awareness program; (3) taking actions concerning employees who are convicted of violating drug statutes in the workplace; and (4) in accordance with 2 CFR §180.230, identify all workplaces under its federal awards.
- N. FEDERAL FINANCIAL ASSISTANCE. The Subrecipient shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Subrecipient certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- O. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING. The Subrecipient shall complete the Subrecipient Reporting Worksheet, Attachment 2, sections B and C. The Subrecipient certifies the information is complete, true and accurate.
- P. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this subgrant 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 subgrant. 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 subgrant 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 subgrant.
- Q. FUNDING AVAILABILITY. DHHS may terminate the subgrant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as

of the termination date. In no event, shall the Subrecipient be paid for a loss of anticipated profit.

R. GRANT CLOSE-OUT. Upon completion or notice of termination of this grant, the following procedures shall apply for close-out of the subgrant:

1. The Subrecipient will not incur new obligations after the termination or completion 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 completion date.
2. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
4. DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
5. 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.
6. 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.

S. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Subrecipient shall comply with all Nebraska statutory and regulatory law.

T. HOLD HARMLESS.

1. The Subrecipient shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Award Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.
- U. INDEPENDENT ENTITY. The Subrecipient is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel, as it requires, to perform its obligations under this subgrant, 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 subgrant.
- V. REIMBURSEMENT REQUEST. Requests for payments submitted by the Subrecipient shall contain sufficient detail to support payment. Any terms and conditions included in the Subrecipient's request shall be deemed to be solely for the convenience of the parties.
- W. INTEGRATION. This written subgrant 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 subgrant.
- X. LOBBYING.
1. Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of the Subrecipient, 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 award for: (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 subgrant, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Y. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Subrecipient acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or

Z. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the subgrant comply with the applicable standards. In the event such standards change during the Subrecipient's performance, the State may create an amendment to the subgrant to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties.

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

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

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

BB. PUBLICATIONS. Subrecipient agrees that all publications that result from work under this subgrant will acknowledge that the project was supported by "Grant No. XXXX" under a subgrant from "Federal Agency" and DHHS.

CC. PROGRAMMATIC CHANGES. The Subrecipient shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

DD. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Subrecipient shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Subrecipient can be made.

Download ACH Form:

http://www.das.state.ne.us/accounting/nis/address_book_info.htm

EE. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient 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 subgrant. This clause shall not apply to subgrants 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.

- FF. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subgrant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this subgrant.
- GG. SEVERABILITY. If any term or condition of this subgrant 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 subgrant did not contain the particular provision held to be invalid.
- HH. 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, the Subrecipient certifies that the Subrecipient 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.
- II. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Subrecipient shall ensure that all subcontractors and subrecipients comply with all requirements of this subgrant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- JJ. TIME IS OF THE ESSENCE. Time is of the essence in this subgrant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Subrecipient remaining.

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

FOR DHHS:

Julie Hippen
DHHS

FOR SUBRECIPIENT:

Lynne Lange
NE Domestic Violence Sexual Assault Coalition

301 Centennial Mall South, 3rd Fl
Lincoln, NE 68509
402-471-1731

1000 O St, Ste 102
Lincoln, NE 68508
402-476-6256

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

FOR DHHS:



Scot L. Adams, Ph. D.
Interim Director
Division of Children and Family Services
Department of Health and Human Services

FOR SUBRECIPIENT:



Lynne Lange
Executive Director
NE Domestic Violence Sexual Assault Coalition

DATE: _____

2/9/12

DATE: _____

2-2-12

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Nebraska Domestic Violence Sexual Assault Coalition
AUDIT REQUIREMENT CERTIFICATION

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

Grant Name Family Violence Prevention and Services/Grants for Domestic Violence Shelters and Related Assistance Grants to States

Grant # HHS-ACF-ACYF-FVPS-0035 **CFDA* #** 93.671 **Amount:** \$15,000
 *(Catalog of Federal Domestic Assistance)

Grant Name Preventive Health and Health Services Block Grant

Grant # B01DP009036 **CFDA* #** 93.991 **Amount:** \$ 42,000
 *(Catalog of Federal Domestic Assistance)

Federal Tax Identification Number (FTIN) 47-0606289

Contractor's Fiscal Year January 1, 2012 to December 31, 2012

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the subrecipient or contractor 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 subrecipient or contractor to the Nebraska Department of Health and Human Services immediately upon receipt, unless the contractor 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 subrecipient or contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the subgrant 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 or as required by law or regulation. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year or such other review. A copy of the report must be submitted to the Nebraska Department of Health and Human Services address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. As the subrecipient or contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the subgrant 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 subrecipient or contractor, 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 subrecipient or contractor'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 subrecipient or contractor's financial statements and Schedule of Expenditures of Federal Awards, a report on this subrecipient's or contractor's internal control, a report on this subrecipient's or contractor's compliance and a Schedule of Findings and Questioned Costs.

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

We further acknowledge a copy of the undersigned 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 Subrecipient or Contractor must notify the Department when the reporting package becomes available and provide DHHS with access to an electronic version of its annual audit and 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 Subrecipient or Contractor's latest A-133 Audit is now available for your use at:
<http://www.>

The Subrecipient or Contractor's financial report is available at:
<http://www>

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

Subrecipient Reporting Worksheet

Section A – Federal Award Information

Federal Award Identifier Number (FAIN) _____	
Federal Awarding Agency Name <u>HHS - ACF</u>	Award Date <u>9-30-11</u>
CFDA Program Number <u>93.671</u>	Subgrant Amount From This Award: <u>\$15,000</u>
Total Federal Funding Amount <u>\$941,647</u>	
<i>*See instructions if the subgrant is funded from more than one funding source</i>	

Section B – Subrecipient Information

Subrecipient DUNS <u>80-357-0340</u>	
Subrecipient Name <u>Nebraska Domestic Violence Sexual Assault Coalition</u>	
Subrecipient Address: Street <u>1000 "O" Street, Suite 102</u>	
City <u>Lincoln</u>	State <u>NE</u>
Country <u>USA</u>	Zip Code + 4 <u>68508-3637</u>
Congressional District <u>01, 02, 03 (statewide organization)</u>	
Amount of Subgrant <u>\$57,000.00</u>	Subgrant Date <u>October 2011</u>
Subrecipient Principal Place of Performance: City <u>Lincoln</u>	State <u>NE</u>
Country <u>USA</u>	Zip Code + 4 <u>68508-3637</u>
Congressional District <u>01</u>	
Subgrant Number _____	(Will be completed by Support Services)
Subgrant Project Description <u>Provide support to the Nebraska Department of Health and Human Services by aiding in grant administration, offering technical assistance to the network of local programs, and working toward statewide goals and objectives in this area.</u>	

Section C – Officer Compensation

1. In your business or organization's previous fiscal year, did your business organization (including parent organization, all branches, and all affiliates worldwide) receive 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements AND \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes – answer Question 2

No – not required to provide officer compensation

2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes – not required to provide officer compensation

No – provide the names and total compensation of the five most highly compensated officers of the entity below

1.	_____	\$ _____
	Name	Compensation
2.	_____	\$ _____
	Name	Compensation
3.	_____	\$ _____
	Name	Compensation
4.	_____	\$ _____
	Name	Compensation
5.	_____	\$ _____
	Name	Compensation

Section A – Federal Award Information (Continuation)

Use this page only if the subgrant is being funded by multiple sources (multiple federal grants or a combination of federal and state funds)

Federal Award Identifier Number (FAIN) <u>DP009036</u>	
Federal Awarding Agency Name <u>Center for Disease Control</u>	Award Date <u>9-30-11</u>
CFDA Program Number <u>93.991</u>	Subgrant Amount From This Award: <u>\$42,000</u>
Total Federal Funding Amount \$ _____	

Federal Award Identifier Number (FAIN) _____	
Federal Awarding Agency Name _____	Award Date _____
CFDA Program Number _____	Subgrant Amount From This Award: \$ _____
Total Federal Funding Amount \$ _____	

Federal Award Identifier Number (FAIN) _____	
Federal Awarding Agency Name _____	Award Date _____
CFDA Program Number _____	Subgrant Amount From This Award: \$ _____
Total Federal Funding Amount \$ _____	

Amount funded from Federal Grants	<u>\$57,000</u>	total of grants in Section A
Amount funded from State General Funds	<u>\$0</u>	
Amount funded from State Cash Funds	<u>\$0</u>	
Amount funded from Federal Cash Funds	<u>\$0</u>	fed sources other than grants
Total amount funded from all sources	<u>\$57,000</u>	should equal total of subgrant