

8267-93

PREVENTION SUBGRANT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT
AND**

NEBRASKA CHILDREN AND FAMILIES FOUNDATION

AMENDMENT ONE, MAY 2012

This agreement is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT** (hereinafter "DHHS"), and **NEBRASKA CHILDREN AND FAMILIES FOUNDATION** (hereinafter "Subrecipient").

The agreement between the parties dated April 8, 2011 is hereby amended as follows:

Article A. Term of Grant is amended to read:

The term of this grant shall be from July 1, 2010 through September 30, 2012.

Article B. Scope of Services is amended to read:

1. Sub-recipient agrees to:

- a. Develop and disseminate Nebraska Child Abuse Prevention Fund Board (the Board) Annual Report
- b. Develop Child Abuse Prevention Councils across the state
- c. Serve as member of staff and consultant team leading the design, development, implementation, evaluation, and communication of work on the Statewide Prevention Plan, that is, the Child Well Being initiative. This includes providing technical assistance to the community collaborations (sub-grantees) in the 5 pilot sites, coordinating site visits and other support for sub-grantee progress, and reporting to partners.
- d. For all other sub-grants of the Board, (in addition to Child Well Being), as relevant, coordinate the sub-grant application process and provide information about sub-grant applications, sub-grantee progress and contractor activities.
- e. Perform related activities as agreed upon between the Sub-recipient and the Board.
- f. Seek Board's approval on all materials developed on behalf of the Board.

2. Results Based Accountability

The Department will be using this contract year (FY'13) to provide the foundation for Results Based Accountability for all the Department's contracts/subgrants.

The goal is to use this FY to develop the points below so that when contracts/subgrants are being prepared for FY'14, all the performance measures and reporting strategies are in place.

The Department and Nebraska Children and Families Foundation will:

- a. Negotiate performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;
- b. Develop and adopt continuous improvement strategies for services performed and outlined in this subgrant;
- c. Simplify and make efficient the performance reporting requirements;
- d. Develop schedule for desk audit/field audit over the contract year; and
- e. Develop regular feedback loop with Sub-recipient for ideas to improve the system and discuss what the Department and Sub-recipient can do collaboratively to improve the overall system.

All 5 Results Based Accountability expectations will be completed no later than 60 days prior to the FY'14 renewal process.

Article C. Consideration is amended to read:

The Department agrees to pay sub-recipient \$112,500.00. The Department agrees to make quarterly payments in an amount not to exceed \$12,500.00 per quarter.

1. Payments for fiscal year 2010-11 will be made as follows:
 - a. The first quarter and second quarter payments will be made no earlier than February 15, 2011, contingent upon the submittal of a billing statement, the receipt of a final expenditures report for the time period of July 1, 2009-June 30, 2010 and an expenditure report for the time period of July 1, 2010-December 2010.
 - b. The third quarter payment will be made in April 2011, contingent upon submittal of a billing statement and an expenditure report for the time period of January-March 2011.
 - c. The fourth quarter payment will be made in July 2011, contingent upon submittal of a billing statement and an expenditure report for the time period of April-June 2011.
2. Payments for fiscal year 2011-2012 will be made as follows:
 - a. The first payment will be made no earlier than July 15, 2011, contingent upon submittal of a billing statement, a signed and dated final detailed description of the work completed and a signed and dated final expenditure report for the time period from July 1, 2010 to June 30, 2011.
 - b. The second payment will be made no earlier than October 15, 2011, contingent upon submittal of a billing statement and an expenditure report for the time period of July-September 2011.

- c. The third payment will be made no earlier than January 15, 2012, contingent upon submittal of a billing statement and an expenditure report for the time period of October-December 2011.
- d. The fourth payment will be made in April 2012, contingent upon submittal of a billing statement and an expenditure report for the time period of January-March 2012.
- e. The final payment will be made in October 2012, contingent upon submittal of a billing statement and an expenditure report for the time period of July-September 2012.

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

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:



Signature

Thomas D. Pristow, MSW, ACSW, Director
Division of Children & Family Services
Department of Health and Human Services

DATE: 6-29-12

FOR SUBRECIPIENT:



Signature

Mary Jo Pankoke
President
Nebraska Children and Families
Foundation

DATE: 6-21-12

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
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 _____ **NA State \$** _____ **Grant #** _____ **CFDA* #** _____

Program Name, Grant #, and CFDA # need to be filled out by the DHHS program office

*(Catalog of Federal Domestic Assistance)

Contractor's Name Nebraska Children's and Families Foundation

Address: 201 Centennial Mall South, Suite 200

City: Lincoln, NE **State:** NE **Zip Code:** 68508-1813

Federal Tax Identification Number (FTIN) 91-1829974

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 contractor 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* and any additional reports issued by the auditor as a result of this engagement must be provided to the DHHS immediately upon receipt, unless the Subrecipient or contractor has directed the CPA to provide the copy directly to the DHHS and has verified this has occurred.

Check either 1 or 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 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 an audit of our organization's financial statements if we have total federal expenditures over \$100,000. 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 DHHS 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 grant named above, and

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) _____ | |
| 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 \$ _____ | |

| | |
|--|---|
| 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 | \$ _____ | total of grants in Section A |
| Amount funded from State General Funds | \$112,500 | |
| Amount funded from State Cash Funds | \$ _____ | |
| Amount funded from Federal Cash Funds | \$ _____ | fed sources other than grants |
| Total amount funded from all sources | \$ _____ | should equal total of subgrant |

COVER SHEET

8287-43

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
CHILD WELFARE UNIT

This sub-grant is designated to Prevent Child Abuse Nebraska, which is a part of the Nebraska Children and Families Foundation, as the entity responsible for coordinating a statewide response to child abuse prevention. Under this grant, Prevent Child Abuse Nebraska will provide the following: administrative support to the Nebraska Child Abuse Prevention Fund Board, coordination of all statewide prevention plan activities and coordination of the dissemination of child abuse prevention mini-grants.

Sub-Grantee: Nebraska Children and Families Foundation

Federal Tax Identification Number:

91-1829974

Address: 215 Centennial Mall South, Suite 417

City/State/Zip: Lincoln, NE 68508

Phone Number: 476-9401

Fax Number: 476-9486 **Website:** www.nebraskachildren.org

Contact Person or Project Director

Financial Officer

Name: Mary Jo Pankoke
Title: Executive Director
Address: 215 Centennial Mall S. Ste. 200
City/State/Zip: Lincoln, NE 68508
Phone: 402-476-9401
E-Mail Address: mjpankoke@nebraskachildren.org

Name: Mike Timmins
Title: Chief Financial Officer
Address: 215 Centennial Mall S., Ste.
City/State/Zip: Lincoln, NE 68508
Phone: 402-476-5024

Funding Information: \$140,380.00

By submitting and signing this application, the Sub-Grantee agrees that it will provide the services described in accordance with the Sub-Grant Terms and Assurance.

Signature of Department Representative: John C Ruckey

Date: 04/08/2011 Title: Director

Signature of Sub-Grantee Authorized Official:

Mary Jo Pankoke

Date: 3/15/11 Title: President

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

This is a sub-grant of state funds by the State of Nebraska, Department of Health and Human Services (hereinafter the "Department") and the Nebraska Children and Families Foundation (hereinafter the "Sub-recipient") located at 215 Centennial Mall South, Suite 200 • Lincoln, NE 68508.

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

- A. Term of Grant. The term of this sub-grant shall be from July 1, 2010, through June 30, 2012.
- B. Scope of Service. Sub-recipient agrees to provide administrative board support to the Nebraska Child Abuse Prevention Fund Board (NCAPF Board), for valuable consideration provided by the Department. Sub-recipient's responsibilities include, but are not limited to:
1. Organize and facilitate orientation of new Board members.
 2. Prepare agenda for Board meetings, record minutes and submit completed meeting minutes to Board members and partners.
 3. Draft correspondence for the Board Chair as directed.
 4. Serve as member of staff and consultant team leading the design, development, implementation, evaluation, and communication of work on the Statewide Prevention Plan, that is, the Child Well Being initiative. This includes providing technical assistance to the community collaborations (grantees) in the 5 pilot sites, coordinating site visits and other support for grantee progress, and reporting to partners.
 5. For all other grants of the Board, (in addition to Child Well Being), as relevant, coordinate the grant application process and provide information about grant applications, grantee progress and contractor activities.
 6. For all other program grants of the Board (in addition to Child Well Being), as relevant, provide technical assistance, site visits, and grant evaluation.
 7. Prepare reports and publications as requested by the Board, including, but not limited to, the programmatic section of the NE Child Abuse Prevention Fund annual report and mid-year report.
 8. Revise Board Policies as directed by the Board.
 9. Revise grantee reports in cooperation with and at the direction of the Board.
 10. Maintain all hard copy files and records for past and current grantees, reports, minutes, etc.
 11. Develop and coordinate the distribution of Child Abuse Prevention public awareness materials.
 12. Coordinate the dissemination of Child Abuse Prevention public awareness mini-grants to local communities for Child Abuse Prevention Awareness month.
 13. Coordinate and oversee the delivery of an annual Statewide Child Abuse Prevention Conference or a minimum of one annual Prevention Seminar for targeted participants such as (but not limited to) state partners, NCAPF Board grantees, and local child abuse prevention councils.
 14. Perform related activities as agreed upon between the Contractor and the Board.

C. Reporting. The Sub-recipient must submit a report of activities and expenditures quarterly or more frequently if requested by the Department.

D. Consideration.

The Department agrees to pay Sub-recipient \$140,380.00. Quarterly payments in the amount of \$17,547.50 each will be made. Sub-recipient should expect payments in the months of July 2010, October 2010, January 2011, April 2011, July 2011, October 2011, January 2012 and April 2012.

E. Access to Records and Audit Responsibilities. All Sub-recipient 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 Sub-grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. The Sub-recipient must maintain these records for a period of six (6) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

The Sub-recipient agrees to provide to DHHS any and all written communications received by the Sub-recipient from an auditor related to Sub-recipient'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 Sub-recipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communication to DHHS at the same time copies are delivered to the Sub-recipient, in which case the Sub-recipient agrees to verify that DHHS has received a copy.

The Sub-recipient agrees to immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.

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

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

G. Availability of Funding. Due to possible future reductions in appropriations, DHHS cannot guarantee the continued availability of funding for this Sub-grant. In the event funds to finance this Sub-grant become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the Sub-grant or reduce the award upon notice in writing to the Sub-recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. DHHS shall be the final authority as to the availability of funds. The effective date of such Sub-grant termination or reduction in the award shall be specified in the notice as the

date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in the award, the Sub-recipient may cancel this Sub-grant as of the effective date of the proposed reduction upon provision of advance written notice to DHHS.

- H. Budget Changes. The Sub-recipient 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 Sub-grant exceeding ten percent (10%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within 30 days of its receipt.
- I. Data Ownership and Copyright. All data collected as a result of this project shall be the property of DHHS. The Sub-recipient, or other entities with which it enters into legal agreement with, may copyright any of the copyrightable material produced in conjunction with the performance required under this Sub-grant. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State purposes.
- J. Documents Incorporated by Reference. All laws, rules, regulations, guidelines, directives and documents, attachments, and appendices referred to in these terms and assurances shall be deemed incorporated by this reference and made a part of this Sub-grant as though fully set forth herein.
- K. Drug-Free Work-Place Policy. The Sub-recipient hereby assures DHHS that it will operate a drug-free workplace in accordance with state and federal guidelines and has implemented a drug-free workplace policy which is available to DHHS upon request.
- L. Federal Governing Requirements. Sub-recipient must perform Sub-grant activities, expend funds, and report financial and program activities in accordance with Federal sub-grants administration regulations, U.S. Office of Management and Budget (OMB) Circulars governing cost principles and audits (Appendix 3), OMB Circulars governing administrative requirements, and to comply with the certifications attached hereto.
- M. Independent Legal Entity. The Sub-recipient is an independent legal entity and neither it nor any of its employees shall be deemed employees of DHHS for any purpose. The Sub-recipient shall employ and direct such personnel as it requires to perform its obligations under this Sub-grant, shall exercise full authority over its personnel, and shall comply with all worker's compensation, employer's liability, and other federal, state, county, and municipal laws, ordinances, rules, and regulations required of an employer providing services as contemplated by this Sub-grant.
- N. Monitoring. Sub-recipient shall facilitate DHHS's monitoring and oversight activities of Sub-recipient to include: (1) fiscal and program review using monitoring mechanisms including but not limited to, progress reports, site visits, financial reports, independent (third party) financial audits, and/or internal (State-conducted) financial audits to ensure compliance with program and fiscal requirements; and (2)

ensuring that Sub-recipient receives a Single Audit if it meets the annual threshold under OMB Circular A-133.

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

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

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

Nebraska Children and Families Foundation

215 Centennial Mall South, Suite 200

Lincoln, NE 68508

Attn: Mary Jo Pankoke

[Sub-recipient name and address]

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

R. Public Counsel. In the event the Sub-recipient provides health and human services to individuals on behalf of DHHS under the terms of this Sub-grant, Sub-recipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§81-8,240 to 81-8,254 with respect to the provision of services under this Sub-grant. This clause shall not apply to sub-grants or contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

S. Publications, Publicity, Conferences or Training and Acknowledgment of Support. Sub-recipient shall submit a copy of all presentations, writings and materials developed as a result of activities funded through this Sub-grant for purposes of review and comment. Publicity, presentations and written materials concerning activities supported under this Sub-grant shall acknowledge the financial support of DHHS.

T. Payment. DHHS will make payments subject to Sub-recipient's submission of reports according to the Sub-recipient Reporting Requirements, pursuant to the

Nebraska Prompt Payment Act, Neb. Rev. Stat. §81-2401 et seq., and will be a cost reimbursement unless otherwise specified as an advance payment.

- U. Release and Indemnity. The Sub-recipient shall assume all risk of loss and hold DHHS, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this sub-grant, and proximately caused by the negligent or intentional acts or omissions of the Sub-recipient, its officers, employees or agents; for any losses caused by failure by the Sub-recipient to comply with terms and conditions of the sub-grant; and, for any losses caused by other parties which have entered into agreements with the Sub-recipient.
- V. Religious Activities. The Sub-recipient is prohibited from engaging in inherently religious activities like worship, religious instruction, or proselytization financed with federal financial assistance.
- W. Subcontracting or Sub-granting. The Sub-recipient agrees that subcontractors and/or Sub-grantees will not be utilized in the performance of this Sub-grant without prior written authorization from DHHS.
- X. Sub-grant Close-out. Upon the expiration or notice of termination of this Sub-grant, the following procedures shall apply for close-out of the Sub-grant:

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

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

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

The Sub-recipient shall assist and cooperate in the orderly transition and transfer of Sub-grant activities and operations with the objective of preventing disruption of services.

Close-out of this Sub-grant shall not affect the retention period for, or state or federal rights of access to, Sub-recipient records, or Sub-recipient's responsibilities regarding property or with respect to any program income for which Sub-recipient is still accountable under this Sub-grant. 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.

- Y. Sub-recipient Procurement. Sub-recipient shall be responsible for the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered into by it in connection with the Sub-grant, without recourse to DHHS. Such

issues include, but are not limited to, disputes, claims, protests of award, source evaluation and other matters of a contractual nature. DHHS is not a party to any other legal agreement entered into between the Sub-recipient arising out of this Sub-grant award.

Z. Termination. This Sub-grant is subject to termination in the following conditions:

- 1) Termination by DHHS due to unavailability of funding.
- 2) Termination by Mutual Consent: This Sub-grant may be terminated in whole or in part, prior to the completion of the Sub-recipient's project activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated.
- 3) Termination for Cause: In the event of a default or violation of the terms of this Sub-grant by the Sub-recipient or failure to use the Sub-grant for only those purposes set forth, DHHS may take the following action:
 - (a) Suspension - After notice to the Sub-recipient, suspend the Sub-grant and withhold any further disbursement or prohibit the Sub-recipient from incurring additional obligations of Sub-grant funds, pending corrective action by the Sub-recipient.
 - (b) Termination - Terminate the Sub-grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Sub-recipient has failed to comply with the terms and conditions of the Sub-grant. DHHS will promptly notify the Sub-recipient in writing of the determination and the reasons for the termination, together with the effective date.

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

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

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

AA. New Employee Work Eligibility Status. The Sub-recipient 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 Immisub-sub-grant 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 Sub-recipient is an individual or sole proprietorship, the following applies:

1. The Sub-recipient 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 Sub-recipient indicates on such attestation form that he or she is a qualified alien, the Sub-recipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Sub-recipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Sub-recipient understands and agrees that lawful presence in the United States is required and the Sub-recipient may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

Nebraska Children and Families Foundation

By: Mary Jo Pauloske Date: 3/15/11
Authorized Official



Sub Recipient Reporting Template

Section A – Federal Award Information

Federal Award Identifier Number (FAIN) _____

Federal Awarding Agency Name _____

State \$

Award Date 07/01/2010 Grant Amount \$140,380.00

Performance Period 07/01/2010 to 06/30/2012 CFDA Number _____

Section B – Prime Recipient Information

Prime Recipient DUNS Number 808819957

Prime Recipient Name Department of Health and Human Services

Prime Recipient Address

Street 301 Centennial Mall S – 3rd Floor

City Lincoln State NE

Country USA Zip Code + 4 68508-2529

Congressional District 01

Principal Place of Performance

City Lincoln State NE

Country USA Zip Code + 4 68508-2529

Congressional District 01

Project description To provide administrative support to the Nebraska Child Abuse Prevention Fund Board, to coordinate all statewide prevention plan activities and to coordinate the dissemination of child abuse prevention mini-grants.

Section C – Sub Recipient Information

Subaward Number _____ (will be provided by Support Services)

Subaward Date 07/01/10 Subaward Amount \$140,380.00

Sub Recipient DUNS Number 054564435

Sub Recipient Parent DUNS Number (if applicable) _____

Sub Recipient Name Nebraska Children and Families Foundation

Sub Recipient DBA Name (if applicable) _____

Sub Recipient Address Street 215 Centennial Mall South, Ste 200

City Lincoln State NE

Country USA Zip Code + 4 68508

Congressional District 1

Sub Recipient Principal City _____ State _____

Place of Performance

Country _____ Zip Code + 4 _____

Congressional District _____

Sub Award Project Description To provide administrative support to the Nebraska Child Abuse Prevention Fund Board, to coordinate all statewide prevention plan activities and to coordinate the dissemination of child abuse prevention mini-grants.