

AB# 542698

10178-13

INDEPENDENT LIVING, PREPARATION FOR ADULT LIVING AND TRANSITIONAL LIVING SERVICES SUBGRANT

BETWEEN

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

AND

PONCA TRIBE OF NEBRASKA

This subgrant 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 **PONCA TRIBE OF NEBRASKA** (hereinafter "Subrecipient").

CFDA Title & #:	<u>93.674</u>	Award Amount:	<u>\$1,661,642</u>
Award Name:	<u>Independent Living Program</u>	Federal Agency:	<u>Administration for Children and Families</u>
Issue Date:	<u>March 14, 2011</u>	Federal Award Identifier #	<u>2011G1101NE1420</u>
Award Date:	<u>10/01/2010-09/30/2012</u>	This award is not for research and includes ARRA funds.	

PURPOSE. The purpose of this subgrant is for the provision of providing Independent Living and Preparation for Independent Living and Transitional Living Services to current and former tribal foster youth in the State of Nebraska.

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 \$20,616.00 (Twenty thousand six hundred sixteen dollars) for the activities specified herein and in accordance with the budget (Attachment 3).
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows: DHHS agrees to make quarterly payments in the amount of \$5,154.00. The first payment will be made upon the signing of the contract and is contingent upon the receipt of final report of services provided including any expenditures for the Room and Board Program. The remaining quarterly

payments will be made as follows: Second quarter payment will be made no earlier than January 15, 2012, contingent upon submittal of a bill by the Subrecipient. The third quarter payment will be made no earlier than April 15, 2012 contingent upon submittal of a bill by the Subrecipient and the receipt of the semi-annual report of services provided including any expenditures for the Room and Board Program. The fourth quarter payment will be made no earlier than July 15, 2012 contingent upon the submittal of a bill by the Subrecipient.

- C. DHHS reserves the right to withhold payment until required reports are received.
- D. The Subrecipient is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this contract without prior approval and agreement of DHHS.
- E. BUDGET CHANGES. The Subrecipient is not 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 five percent (5%) 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 provide preparation, transition, and independent living services to support foster youth residing in the Ponca Service Area, expected to age out of the foster care system. The Subrecipient will provide such services to youth living in the Ponca service delivery area. These services will be provided to teach, encourage, and maintain self-sufficiency as youth transition from DHHS and/or tribal foster care system. These services will be family and youth focused, community based, culturally competent, and developmentally appropriate. The Subrecipient agrees to provide services as follows:
 - 1. Preparation: a process to assess and assist the youth in preparing for self-sufficient adulthood. Obtainable through formal and informal modeling and teaching of skills, recognizing values and establishing achievable goals.
 - 2. Transition: the process to assess, support, practice and monitor the youth's ability to successfully apply learned skills in a semi-supervised scatter site or congregate living arrangement.
 - 3. Independence: the act of applying learned skills and demonstrating self-sufficiency with the community and having connection to a natural support network.
 - 4. Youth development and youth leadership opportunities for Tribal Youth;
 - 5. Maintain and support the Tribal Youth Council. Involve the Tribal Youth Council in the process of identifying and communicating the needs of the tribal youth.
 - 6. Actively participate and contribute to the Nebraska Indian Youth Council (NIYC), providing at least one adult sponsor and as many youth as are interested and appropriate to NIYC. The adult sponsor and youth members must adhere to the roles and responsibilities as outlined in the by-laws of NIYC.
 - 7. Actively participate in a Native American Youth Conference, providing input in planning and facilitating the conference through the Nebraska Indian Youth Council
 - 8. Incorporate youth development strategies, including youth leadership training and opportunities to experience leadership roles, into the policies and procedures that oversee the Subrecipient's youth programs, youth council and community activities;
 - 9. The goal of services provided shall be to assist Nebraska's youth in that:
 - a. Having sufficient resources to meet their daily living needs.
 - b. Having a stable and safe place to live.

- c. Attaining academic or vocational educational goals.
- d. Having a connection to caring adults in their lives.
- e. Avoiding illegal activities.
- f. Postponing parenthood.
- g. Having access to physical and mental health services.

B. The Subrecipient will provide preparation services as follows:

1. The Subrecipient will develop and carry out a basic core self-sufficiency skills training for caregivers, case managers, and youth which will include:
 - a. Use of the Ansell-Casey Life-skills Assessment (ACLSA). Another assessment tool may be used upon written approval of DHHS.
 - b. Use of standardized self-sufficiency/preparation for adult living plan. The plan must fit with the assessment tool used.
 - c. Use of appropriate resource materials relevant to core skills in: daily living, housing, transportation, work and study skills, money management, community resources, self-care, personal and social development.
 - d. Use of necessary training tools. Such tools can be located by using the resources online with Casey Life-skills. Others may be developed to include culturally specific training approaches and materials.
 - e. Use of input and consultation from youth in the development of the curriculum, or selection of developed curriculum, and youth delivery of components of the curriculum as needed.
 - f. One-to-one training opportunities to youth.
2. The Subrecipient will consult with DHHS Service Area Liaisons to include DHHS foster homes and residential care providers living in the Ponca service delivery area.
3. When offering training in group settings, the Subrecipient will develop a training schedule, obtain training locations, and request the mailing lists from identified DHHS contacts for the scheduled training sessions. The Subrecipient will do the scheduling, setting up the training locations and logistics of training, as well as mail out notices after receipt of mailing labels from DHHS staff.
4. Training offered in preparing youth for self-sufficiency will include information in areas that youth will need for successful adult living which may include but is not limited to:
 - Hard Skills:
 - Daily Living - i.e. nutrition, menu planning, grocery shopping, meal preparation, clean-up, home cleaning and clothing care, home safety and repairs
 - Housing /Transportation—i.e. renting, leasing, roommates, using public transportation, purchasing a vehicle, getting a driver's license, buying insurance, car repairs and maintenance.
 - Work Skills and Study Skills—i.e., interests and career choices, interviewing for jobs, understanding benefits, locating employment, completing an education.
 - Money Management—i.e. budgeting, bill paying, banking, taxes, loans, credit cards, comparison-shopping.
 - Soft Skills:
 - Community Resources—i.e. Knowing where to go to get what might be needed, using the yellow pages, phone book, service agencies listings, doctors, knowing your neighbors, voting, and volunteering.
 - Self-care—i.e. personal hygiene, health care, handling stress, alcohol, tobacco, drugs, relationships, sexuality
 - Personal Development—i.e. self-esteem, cultural awareness, communication, relationships with others, leisure time
 - Work and Study Skills—i.e. organizational skills, decision making, having an environment conducive to study and relations with peers and bosses.

5. Offer consultation, technical assistance, and support to foster parents, residential care providers, and case managers, as it relates to preparing youth for self-sufficiency in the areas of assessment, plan development, resources, cultural competencies, and strategies for youth 16-19 years of age. Services may be offered to youth younger or older than 16-19 years of age at the discretion of the Subrecipient.
 6. Services can be delivered to youth, and those working with the youth, through group training or training on a one-to-one basis.
- C. Provide Transitional and Independent Living Services as follows:
1. Provide consultation to caregivers for youth that need additional support or follow-up beyond the usual and customary support offered in foster homes and other residential care facilities. Such consultative work can include: phone consultation or face-to-face involvement in a team meeting for a youth to offer knowledge and expertise of assessment and planning, resources, cultural competencies, community supports, learning tools.
 2. Accept referrals and provide Transitional Living Support Services for youth, male or female, including pregnant and parenting teens that are within six months of transition from a foster home or other residential service to independence.
 - a. The Subrecipient will serve any youth living in the Ponca service delivery area, including youth from tribes other than the Subrecipient's, and youth that are not Native American. The Subrecipient is the primary service provider of preparation and transitional living services offered to youth living in the Ponca service delivery area. The allocation of Chafee dollars to the tribe are the first used resources for these services.
 - b. The Subrecipient will not duplicate effort of another transitional living support service and therefore will not accept a referral for service delivery when another transitional living program is fully engaged with a youth. The only exception is in consultation with another service provider for successful transfer of supportive services to a youth from one service provider to the other.
 - c. The Subrecipient will keep a record of names, dates of referral and denial, case manager involved, and identified service alternatives for all youth that the Subrecipient was unable to serve due to limited resources. When the Subrecipient is unable to serve youth referred, the Subrecipient will play a consultative role in identifying alternatives for supportive services with the case manager. The Subrecipient's information about youth that they were unable to serve will be used to determine what services were then provided to these youth through other resources.
 - d. Youth accepted for Transitional Living Service who are living independently must be age 17 or older (unless under well-documented circumstances whereby a youth age 16 may be accepted for services. Under such circumstances the youth's situation will be reviewed by DHHS' Service Area Administrators or their designee when such youth is a ward of the state). The Subrecipient will accept such referrals on a 16 year old only when the referral has signed authorization and agreement by the Service Area Administrator or their designee for youth which are wards of the State.
 - e. The Subrecipient may accept self-referrals from youths who are former foster youths but have aged out of the foster care system.
 3. Provide staff to meet with youth to provide information about the transitional living program and review guidelines. Staff will conduct an independent living assessment on each youth using the Ansell-Casey Life Skills Assessment (ACLSA) (another assessment may be used upon written agreement of DHHS). Staff will develop an independent living plan with the participation of the youth, their case manager, and family members when appropriate, (assessment and plans should be current within 12 months or more frequently as needed).
 4. Assist youth in locating and leasing safe, secure, affordable living quarters.

5. Provide contacts to include face-to-face life skills training and consultation with the youth in such areas as meal preparation and nutrition, daily scheduling, time management, home management, financial management, accessing medical care, utilizing transportation systems, and building interpersonal and problem solving skills.
6. Assist youth in completing and advancing their education.
7. Assist youth in securing and retaining appropriate employment.
8. Provide 24-hour crisis support, seven days a week through development of a crisis plan with the youth and their team and/or staff provision of this service directly to the youth.
9. Provide training and support, during day, evening, and weekend hours.
10. For youth that are under the care and custody of DHHS, report to a case manager any incidents of behavior of a violent or threatening nature that would create a risk to the safety of the youth or the public.
11. Manage the implementation of the youth's Transitional or Independent Living Plan.
12. Seek out and work towards developing with the youth, positive adult relationships such that each youth leaving the program can at a minimum identify one adult to whom they feel a sense of connection that is supportive and healthy. The Subrecipient will seek out informal relationships, mentoring relationships, which can extend beyond the length of time the youth is involved in the transitional or independent living service.
13. Coordinate with other service providers and other individuals who will provide "wraparound" support to youth as directed in each individual service plan.
14. Work with neighborhoods, landlords, employers, and educators, in collaboration for developing a "community of support" around youth. The Subrecipient will work with youth on developing a sense of community belonging and responsibility.
15. Assist youth in remaining in their apartment, with the belongings they have acquired over the course of receiving transitional support services, as they end such services.
16. Move youth through the service at a rate appropriate to each youth.
17. Provide transportation for the youth when providing experiential learning and training to the youth. Assist the youth in obtaining transportation by other means for meeting their ongoing needs. Transportation from contracted transportation providers may be authorized by DHHS for youth who are in DHHS custody or young adults who would otherwise be eligible for such services, to meet some of their basic needs such as Doctor or Dental appointments, etc. The Subrecipient should be working with the youth on meeting their transportation needs as a means toward successful self-sufficiency and without reliance on the Subrecipient or DHHS to meet these needs.
18. Vocational Services.
Assist youth in securing and retaining appropriate employment. Staff may accomplish this through the use of a job coach, an incentive to the employer, specialized on-the-job training, a job mentor, special uniforms, tools, bus passes for the first few weeks of work, etc.

D. Additional Subrecipient Responsibilities

1. Be responsible for the hiring, training, screening, supervising, ongoing support, and monitoring of qualified personnel on an on-going basis to carry out Preparation, Transitional, and Independent Living Services.
2. Submit invoices to DHHS' Independent Living Coordinator as required under "Consideration" Section II.
3. Attend any meetings scheduled, (at least twice per year) with DHHS Independent Living Coordinator, any designated Service Area Liaisons, and any representatives from the other tribes of Nebraska to discuss and collaborate on overall service delivery for the Native American youth of Nebraska.
4. Offer technical assistance to other Transitional and Independent Living Services offered by other Subrecipients in the State which may include but is not limited to: cultural competencies, best practice strategies, curriculums, forms, and effective tools for tracking or reporting.

E. REPORTING REQUIREMENTS

The Subrecipient will submit written monthly reports to DHHS for any youth under the care and custody of DHHS. These reports will include a description of the goals, activities, progress made, achievements, and next steps.

The Subrecipient will compile a semi-annual due and final report from services provided including any expenditures for the Room and Board Program. These reports will be due to the DHHS by April 25, 2012 (October 2011-March 2012 data) and no later than October 25, 2012 (October 2011-September 2012 data). Tracking data and outcomes are subject to change and the Subrecipient will update data as required in collaboration with federal and state initiatives.

F. ADMINISTRATIVE STANDARDS.

1. Performance Accountability: The Subrecipient agrees be held accountable for the services they provide. Data on provider performance on the outcome measures described below will be posted on the Internet as part of DHHS' position to be transparent and accountable. The Subrecipient agrees to use the survey questions developed by the Administration for Children and Families in meeting the following Outcomes:
 - a. Outcome: Increased number of youth receiving Independent Living Assessments
100% of all youth age 16 will have completed the Ansell Casey Independent Living Assessment.
 - b. Outcome: Increased number of youth with Independent Living Services plans
100% of all youth age 16 and older living in foster care or independently will have an Independent Living Service plan with goals that have been developed by the youth as indicated by their signature
 - c. Outcome: Enhanced Knowledge / Use of Community Resources and Support Systems
90% of the youth served by the program will demonstrate increased independent living skills.
90% of the youth served by the program will be able to identify specific informal community based supports.
 - d. Outcome: Increased number of youth with access to physical and mental health services
90% of youth served by the program will have access to physical and mental health services

G. DHHS shall:

1. Monitor programmatic activities.
2. Review monthly expenditure reports.
3. Review Subrecipient's reports and other correspondences.
4. Ensure compliance with all applicable Federal regulations and policies.

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

- 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:

Name: Shirley Pickens White
Organization: NDHSS
Address: PO Box 95026
City, State, Zip: Lincoln, NE 68509
Phone: (402) 471-9196

FOR SUBRECIPIENT:

Name: Chessie Vesely
Organization: Ponca Tribe of NE
Address: P.O. Box 288
City, State, Zip: Niobrara, NE 68760
Phone: 402.857.3391

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:



Christine Hanus
Child Welfare Administrator
Division of Children and Families

DATE: 12/29/11

FOR SUBRECIPIENT:



Rebecca White
Chairwoman
Ponca Tribe of NE

DATE: 12.18.11

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Child Welfare Unit
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 Chafee Independent Living Program **Grant #**2011G1101NE1420
CFDA* # 93.674

*(Catalog of Federal Domestic Assistance)

Federal Tax Identification Number (FTIN) 47-0744117

Contractor's Fiscal Year 10/1, 2011 to 9/30, 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) 2011G1101NE1420

Federal Awarding Agency Name Administration for Children and Families

Award Date March 14, 2011

CFDA Program Number 93.674

Total Federal Funding Amount \$\$1,661,642

Subgrant Amount From This Award: \$20,616.00

**See instructions if the subgrant is funded from more than one funding source*

Section B – Subrecipient Information

Subrecipient DUNS 95-711-3418

Subrecipient Name Ponca Tribe of Nebraska

Subrecipient Address: Street PO Box 288

City Nebraska State NE

Country USA Zip Code + 4 68760

Congressional District NE-003

Amount of Subgrant \$20,616 Subgrant Date 10/1/11

Subrecipient Principal Place of Performance: City Norfolk State NE

Country USA Zip Code + 4 68701

Congressional District NE-003

Subgrant Number _____ (Will be completed by Support Services)

Subgrant Project Description Funding is used to assist youth: make the transition to self-sufficiency; receive education, training and related services; to prepare for and obtain employment; to prepare for and enter postsecondary training and educational institutions; to provide personal and emotional support to youth through mentors and the promotion of interactions with dedicated adults; and to provide financial, housing, counseling, employment, education, other appropriate support and services to current and former foster care recipients up to the age of 21.

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.	<u>Karen Barber</u> Name	<u>\$ 159,660</u> Compensation
2.	<u>Don Lee</u> Name	<u>\$ 95,492</u> Compensation
3.	<u>Darlene Lee</u> Name	<u>\$ 82,076</u> Compensation
4.	<u>Tom Tillisch</u> Name	<u>\$ 75,046</u> Compensation
5.	<u>Karen Darlock</u> Name	<u>\$ 70,699</u> 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	\$ _____	
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