AGENCY SUPORTED FOSTER CARE SUBGRANT

BETWEEN

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

AND

Apex Foster Care, Inc

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 **Apex Foster Care, Inc 9802 Nicholas Omaha, NE 68114** (hereinafter "Subrecipient").

CFDA Title & #:	Foster Care Title IV-E 93.658	Federal Agency:	DHHS-ACF
Award Name:	IV-E Foster Care	Federal Award Identifier #	1401NE1401
Issue Date:	10/1/2013	This award is not for research and does not include ARRA funds.	
Award Date:	10/01/13 to 9/30/2014		

CFDA Title & #:	Foster Care Title IV-E 93.658	Federal Agency:	DHHS-ACF
Award Name:	IV-E Foster Care	Federal Award Identifier #:	1501NE1401
Issue Date:	10/01/2014	This award is not for research and does not Include ARRA funds.	
Award Date:	10/01/2014 to 9/30/2015		

PURPOSE. The purpose of this subgrant is: To provide Agency Supported Foster Care (ASFC) services for children and families of the State of Nebraska.

I. PERIOD OF PERFORMANCE AND TERMINATION

A. TERM. This award is in effect from July 1, 2014 the effective date through June 30, 2015, 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 Ninety (90) 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 $90,000.00 for the activities specified herein.

B. PAYMENT STRUCTURE. Payment shall be structured as follows:
   1. Payment will be made for service as authorized by DHHS through the NFOCUS System. No additional costs will be paid by DHHS, unless and except as specifically stated within the attachment(s). DHHS shall offset overpayments by withholding or reducing future payments.

2. This subgrant does not guarantee that DHHS will refer or authorize a minimum number of services.

3. Payment shall be made in compliance with the Nebraska Prompt Payment Act. NEB. REV. STAT. 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means. DHHS reserves the right to withhold payment until required reports are received.

4. The Subrecipient is responsible for any and all costs associated with the production and delivery of reports.

5. The Subrecipient shall not accept payment from the family under the terms of this Contract unless the court order requires payment.

6. Unless otherwise directed, the Subrecipient shall submit to DHHS within ninety (90) days of the provision of service, a N-FOCUS generated pre-printed billing document with all required information, along with source documentation that supports each billing entry in a format approved by DHHS.

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 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 Agency Supported Foster Care services as described in the Service Attachment.

B. DHHS AUTHORITY The Subrecipient agrees that DHHS has the final authority in all decisions pertaining to child welfare services.

C. STAFF BACKGROUND CHECKS

1. The Subrecipient shall conduct background checks on any employees, interns, volunteers, or subSubrecipients who may have contact with a child(ren) and/or family members of the child(ren) during the course of their employment. The background check will be conducted prior to any unsupervised contact with child(ren), and every two years thereafter.
   Background checks must include:
   a. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol;
   b. Nebraska Child Abuse and Neglect Central Register;
   c. Nebraska Adult Abuse and Neglect Central Registry; and
   d. Nebraska State Patrol Criminal Background Check.

2. The Subrecipient agrees to perform out of state background check on all newly hired employees, interns, and volunteers who do not reside in Nebraska or have resided in Nebraska for less than two (2) years immediately preceding hire, if the individual may have contact with child(ren) and/or families during the course of employment. The Subrecipient shall complete the background checks before the individual has unsupervised contact with any child(ren) and/or families. If an individual's prior state of residence does not maintain a Sex Offender Registry,

Child Abuse and Neglect Central Registry, an Adult Abuse and Neglect Registry or any such similar registry, the Subrecipient shall complete a criminal background check in the states of previous or current residence. The Subrecipient must document efforts made to obtain the background check information, and maintain the response received from the state(s) of previous residence.

3. If any background check results in a record being identified on a Sex Offender Registry, Child Abuse and Neglect Central Registry, an Adult Abuse and Neglect Registry or any such similar registry the Subrecipient shall not allow the individual to have contact with any child(ren) and/or families referred for services by DHHS.

4. If a Criminal History background check results in a record being identified other than minor traffic violations, i.e. speed limit violations, traffic signal laws, and reckless driving statutes, the Subrecipient will notify the Service Area contract liaison of the employee's name, job function and description of the record. For purposes of this contract, a record shall be defined as a Record of Arrest and Prosecution (RAP) sheet for individuals. The RAP sheet includes arrests and dispositions resulting from the adjudication process, which may include convictions, nolle prosequi (dropped), acquittals, and nullified convictions through set-asides and pardons.

5. DHHS reserves the right to prohibit Subrecipient staff from having contact with child(ren) and/or families referred for services by DHHS. In such cases when the decision is to prohibit contact, the Service Area Contract Liaison will notify the Subrecipient within three (3) business days of receipt of the individual's criminal history background check results.

D. STAFF TRAINING
1. The Subrecipient shall recruit, train and supervise staff to perform the service(s).
2. The Subrecipient shall continue to provide core training that is critical to deliver the service and agrees to collaborate with DHHS to identify additional trainings designed to strengthen the child serving workforce to include trauma informed care, stages of child development, and cultural/linguistic competency.

E. INTERPRETER SERVICES The Subrecipient shall provide, arrange and pay for interpreters to meet the language barrier needs of the child(ren) and family during the delivery of the service(s). Interpreter services may be provided in person or by phone. Prior written consent from DHHS to subcontract with interpreters is not required. For duties performed under this contract, all interpreters must maintain the minimum Automobile Liability Insurance as required by state statute. Also, for duties performed under this contract, all interpreters must maintain the minimum Workers Compensation Insurance as required by state statute. Interpreters must meet the Background Checks requirements of this contract (III. Statement of Work (C)).

F. TRANSPORTATION.
1. The Subrecipient shall be responsible for transporting children and families as outlined in the Service Attachments, and shall ensure that children and family members are transported safely and in accordance with Nebraska state statutes, and will:

a. Ensure each employee who has the responsibility to transport children has successfully completed a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency;
b. Adhere to 474 NAC 5-018.06D1 Driver Standards,
c. Provide transportation as outlined in the Provider Service Referral or Visitation Plan, and
d. Provide and use child safety restraints in accordance with Nebraska State Statutes.

2. In situations when the Subrecipient utilizes a non-employee for transporting children and families as outlined in the Service Attachments, the Subrecipient shall ensure that the non-employee adheres to 474 NAC 5-018.06D1 Driver Standards.

3. The Subrecipient shall ensure that anyone providing transportation for children and families as outlined in the Service Attachments shall meet the Background Checks requirements of this contract (III. Statement of Work (C)).

G. REQUIRED REPORTS.

1. The Subrecipient must submit a written summary report to the designated DHHS staff person no later than the 15th day of the month following the provision of services.

2. The Subrecipient agrees to provide additional reports as required in the Minimum Reporting Requirements section of the Service Attachments. The Subrecipient also agrees to provide additional reports not specified in the Service Attachments upon request by DHHS.

3. Required reports can be sent electronically by secure email. Signed originals must be available if requested by DHHS.

4. Caregiver Notification: The Subrecipient shall verbally report to the youth's caregivers if the results of the delivered service are likely to have a negative impact on the youth's subsequent mood, behavior, or safety upon return to the caregiver.

5. The Subrecipient shall notify through a live conversation with the CFS worker, or supervisor or hotline staff within two (2) hours of any incident where the caregiver or an individual identified in the safety plan has failed to comply with the conditions of the safety plan.

6. The Subrecipient shall notify the CFS worker or supervisor by the end of the next business day when a caregiver or youth misses an appointment.

7. The Subrecipient will immediately report by phone to a live DHHS CFS worker, or supervisor or hotline staff of any critical incident involving children. Critical incidents include: death, near fatality, suicide, attempted suicide, legal allegations or an arrest made against a youth served, any high profile event involving a youth or a youth's family. The Subrecipient will forward a written copy of the Subrecipient's Critical Incident Report to the DHHS Service Area Administrator upon completion of the Subrecipient's Critical Incident Report.

H. INSURANCE.

1. The Subrecipient shall maintain the following types of insurance, or a self-insurance program, in the following amounts, for the duties performed under this contract:

a. General Liability	
General Aggregate	$2,000,000
Bodily Injury/Property Damage	$1,000,000 per occurrence
b. Workers Compensation	As required by statute
c. Automobile Liability	
Bodily Injury/Property Damage	$1,000,000 per occurrence
d. Umbrella/Excess Liability	
Over Primary Insurance	$1,000,000 per occurrence

I. RESULTS BASED ACCOUNTABILITY. The Subrecipient agrees to report Performance Measure data, as defined by the Service Attachment(s). The Subrecipient agrees to cooperate with DHHS in the utilization of the Results Scorecard for the Division of Children and Families' Results Based Accountability initiative. Subrecipient will begin implementation of Results Based Accountability within 30 days of receipt of Results Based Accountability requirements.

J. DHHS shall:

1. Provide the Subrecipient with electronic and/or hard copy of all necessary paperwork. Examples include, but are not limited to the Structured Decision Making (SDM) Safety Assessment, SDM Safety Plan, SDM Family Strengths and Needs Assessment, and the Case Plan.

2. Schedule meetings, at the discretion of DHHS, to discuss provisions of the contract with the Subrecipient.

3. Authorize services referred to and accepted by the Subrecipient.

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
$100,000 to $499,999	*Financial Statement Audit*
500,000 or more in federal expenditure	*A-133 audit*

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 Contract 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.nebraska.gov/standards/ 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:

Vicki Maca
DHHS CFS
P.O. Box 95026
Lincoln NE 68509

FOR SUBRECIPIENT:

Name Alicia Zuger
Entity Apex Foster Care
Address 9802 Nicholas St. Ste. 205
City, State, Zip + 4 Omaha, NE. 68114-2105
Phone 402-571-5400

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:

Name

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

DATE: July 22, 2014

FOR SUBRECIPIENT:

Alicia Zuger
Name
Title OWNER / EXECUTIVE DIRECTOR

DATE: 7/22/14

	AGENCY SUPPORTED FOSTER CARE ATTACHMENT
Service	Agency Supported Foster Care
Definition	Agency Supported Foster Care (ASFC) Service is defined as out of home care in a licensed foster or kinship home or the home of a relative that is supported by a licensed child placing agency (CPA) and designed to meet the complex needs of children who have experienced trauma, abuse, neglect and other serious issues which require out of home placement. Recruitment of agency supported foster families is defined as active and ongoing efforts to solicit families who are invested in meeting the unique needs of the children and youth served by DHHS. Recruitment efforts will include engaging communities across the state through outreach and education activities to increase awareness of the need for foster parents while recognizing the ethnic and racial diversity of the children served by DHHS. Recruitment activities may include: organizing special events, speaking engagements, advertising, and networking, etc. Agency Supported Foster Care Contractors will work collaboratively with DHHS local staff to develop a Foster Care Recruitment and Retention Plan that is reflective of the types of foster care homes needed as well as the ethnic and racial diversity of children served in the Service Area. The Foster Care Recruitment and Retention Plan must also identify specific strategies designed to support and improve the retention of foster care families. The Foster Care Recruitment and Retention Plan must also include timelines for strategy implementation. Retention is defined as supporting both prospective and current foster, adoptive, and kinship families by treating people well, meeting their needs, and providing encouragement and individualized support beginning with pre-service training and continuing through post placement services. Support is defined as being accessible to foster families to meet their needs by providing face-to-face visits in their home a minimum of one time per month and may be more frequent based on the needs of the child and/or foster parent. More frequent phone calls may be necessary to maintain communication and develop ongoing rapport. During face-to-face visits, Contractors will : • review and discuss the foster parent's ability to meet the needs of the youth placed in their home, and • identify stressors the foster parent(s) may be experiencing, and • review additional supports or resources to ameliorate the stressors, and • identify and reinforce the strengths demonstrated by the foster parent(s), and • assess the current suitability of the child(ren) placed with the foster parent(s), and • encourage foster parents and youth to complete the "caregiver information form" and the "youth questionnaire form" and submit completed forms to the court, prior to the youth's review and permanency hearing.

- encourage and facilitate the use of respite care to include identifying appropriate respite care options, conduct necessary background checks on prospective respite care providers, and facilitate a smooth transition for the child(ren) to and from the respite care home. Respite care for foster families will be provided at no additional cost to DHHS; and,
- determine the training needs or provide one-on-one instruction and guidance to enhance skill development, and
- review the status of the foster parent(s) license.

Support will also include ongoing communication that will be delivered by phone, email, or text message and will be available to foster care families 24 hours a day, 7 days per week including holidays and weekends.

The Contractor shall provide initial pre-service training to license foster care parents utilizing PS-MAPP or PRIDE curriculum. The Contractor shall also provide ongoing training that is relevant, and that enhances the foster care family's ability and capacity to meet the unique needs of the children for whom they are providing care. This ongoing training must be a combination of face-to-face training, classroom training, web-based training, and reading materials that meets the above criteria.

The Contractor shall develop a Placement Support Plan within 72 hours of physical placement for each child placed in a licensed, kinship, or relative foster care home affiliated with the Contractor. The Placement Support Plan shall address how the Contractor will prevent the placement from disrupting in order to minimize trauma to the child(ren) and identify interventions to be used during a time of crisis in order to stabilize the placement.

As part of supporting the foster care family, the Contractor shall communicate all known information about the child to the foster care family. The Contractor will also provide input to planning processes i.e. Family Team Meetings, Independent Living Plans and preparation of Case Plans and Court Reports when requested by DHHS.

The Contractor shall complete all activities required for licensing and placement purposes. The Contractor shall make every effort to complete licensing activities with kinship and relative foster care families in order to maximize IV-E Federal funding.

The Contractor will provide any information requested by DHHS necessary to complete reports required by any applicable Federal or State law and regulation.

The Contractor shall complete all home studies utilizing the home study template provided by DHHS. The Contractor shall update all home studies for licensed homes every two years and for all homes when there is a change in circumstance in the foster care home.

The Contractor shall be in compliance with all DHHS policy and regulation, to include regulation and licensure established by the Division of Public Health.

The Contractor shall be responsible for transporting foster care children to

	their home school, activities, and services that are located within a 25-mile radius from the foster care home. Activities and services include, but are not limited to, behavioral health appointments, medical appointments, and extra-curricular activities. DHHS encourages foster families to transport their foster care children to and from scheduled visits with the children's parents, siblings, and family members whenever possible and practicable. When an emergency transition from a foster care home is likely to occur, the Contractor shall collaborate with DHHS to identify interventions and resources that could preserve the child's placement. When it is not possible to preserve the child's placement, the Contractor shall provide DHHS with as much notice as possible in order to allow ample time to identify and secure the next placement and to provide notification to the Courts and legal parties as required.
Target Population	Children in need of foster care as referred by DHHS.
Length of Service	The length of service is based on the unique needs of each child.
Staff Credentials	All new Contractor staff hired to provide supportive services to the Agency Supported Foster Care families shall have a minimum of a Bachelor's Degree in Human Services which is preferred or a Bachelor's Degree in a related field with experience delivering foster care related services. The Contractor may consider currently employed staff as meeting the minimum staff credentials for Agency Supported Foster Care. Upon the contractor's request, the DHHS Service Area Contract Liaison may consider a potential employee's High School Diploma or GED and at least 2 years of job related or lived experience to be the equivalent of a Bachelor's Degree for the performance of Agency Supported Foster Care duties.
Minimum Reporting Requirements	The Contractor shall provide the Service Area Contract Liaison a copy of the Foster Care Recruitment and Retention Plan within 30 days after the execution of this contract. The Contractor shall provide a written monthly report to the referring DHHS case manager which summarizes the supportive services the Contractor provided to the foster home as well as the child(ren)'s progress toward achieving permanency. Supportive services outlined in the monthly report will include supports, resources, training and one-on-one instruction and guidance provided to the foster home to ameliorate any stressors the foster parents are experiencing, manage the child's needs and behaviors, and maintain the placement. Each month the Contractor will complete and submit electronically to the DHHS Fiscal Officer, a monthly cost expense report related to the administrative payment, in a format developed by DHHS by no later than the last day of the following month. In conjunction with this report, the Contractor will complete a monthly centralized random moment time study developed and administered by DHHS. The Contractor, its subcontractors and vendors will separate direct foster care maintenance payments from other service delivery expenses and keep

	records that are readily reviewable and traceable to source documentation, in a format developed by DHHS, including, but not limited to, payments to foster parents by check, electronic funds transfers, or other payment methods. The Contractor shall provide source documentation for each maintenance payment made directly to foster parents on behalf of each child served. Source documentation shall include copies of cancelled checks and or copies of direct deposit transactions. The source documentation shall be submitted to the DHHS Fiscal Officer electronically no later than 30 days after DHHS provides claims level detail.
Established Rate	1-A. For those youth **age 0 through 5 years old**, DHHS shall pay the Contractor: • $20.00 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Essential Parenting Level of Care**; and, • $21.76 per day per youth for the provision of Agency Supported Foster Care services. 1-B. For those youth **age 0 through 5 years old**, DHHS shall pay the Contractor: • $27.50 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Enhanced Parenting Level of Care**; and, • $28.17 per day per youth for the provision of Agency Supported Foster Care services. 1-C. For those youth age **0 through 5 years old**, DHHS shall pay the Contractor: • $35.00 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Intensive Parenting Level of Care**; and, • $38.76 per day per youth for the provision of Agency Supported Foster Care services. 2-A. For those youth **age 6 through 11 years old**, DHHS shall pay the Contractor: • $23.00 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Essential Parenting Level of Care**; and, • $21.76 per day per youth for the provision of Agency Supported Foster Care services. 2-B. For those youth **age 6 through 11 years old**, DHHS shall pay the Contractor: • $30.50 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Enhanced Parenting Level of Care**; and, • $28.17 per day per youth for the provision of Agency Supported Foster Care services. 2-C. For those youth **age 6 through 11 years old**, DHHS shall pay the Contractor:

- $38.00 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Intensive Parenting Level of Care**; and,
- $38.76 per day per youth for the provision of Agency Supported Foster Care services.

3-A. For those youth **age 12 through 18 years old**, DHHS shall pay the Contractor:
- $25.00 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Essential Parenting Level of Care**; and,
- $21.76 per day per youth for the provision of Agency Supported Foster Care services.

3-B. For those youth **age 12 through 18 years old**, DHHS shall pay the Contractor:
- $32.50 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Enhanced Parenting Level of Care**; and,
- $28.17 per day per youth for the provision of Agency Supported Foster Care services.

3-C. For those youth **age 12 through 18 years old**, DHHS shall pay the Contractor:
- $40.00 per day per youth for Out-of-Home Maintenance when the Nebraska Caregiver Responsibilities Score is at the **Intensive Parenting Level of Care**; and,
- $38.76 per day per youth for the provision of Agency Supported Foster Care services.

4. DHHS shall pay the Contractor a bed hold fee equal to the absent youth's per diem rates for Out-of-Home Maintenance and Agency Supported Foster Care services for a maximum of five (5) days per occurrence when the bed hold has been approved in writing by the DHHS Case Manager. Bed holds for over five (5) days in duration must be approved in writing by the Service Area Administrator or their designee.

5. Prior to the completion of the Nebraska Caregiver Responsibilities assessment, DHHS shall pay the Contractor for Out-of-Home Maintenance at the Essential Parenting Level of Care rate based on the age of the youth; and, DHHS shall pay the Contractor $21.76 per day per youth for the provision of Agency Supported Foster Care services. Payment at these pre-assessment rates will not exceed 30 calendar days from the date of the youth's placement in the agency supported foster care home.

6. DHHS shall pay the Contractor for travel time and distance for the delivery of Agency Supported Foster Care support services as defined above in paragraph 5 of this attachment, when the round trip distance exceeds fifty (50) miles. The round trip distance shall be calculated from the Contractor's home office, or from the Contractor's foster care program satellite office as defined by the Contractor, whichever is

	closest, to the address of the Agency Supported Foster Care home, and return. When the round trip distance exceeds fifty (50) miles, DHHS shall pay the Contractor $18.00 per hour for the total time travelled round trip. When the total round trip travel time exceeds one hour, the travel time shall be rounded up to the nearest quarter of an hour, and DHHS shall pay the Contractor for partial hours as follows: 1 to 15 minutes = $4.50 16 to 30 minutes = $9.00 31 to 45 minutes = $13.50 46 to 60 minutes = $18.00 When the round trip distance exceeds fifty (50) miles, DHHS shall pay the Contractor a per-mile rate for the total distance travelled round trip. The per-mile rate utilized shall be the same per-mile rate established in the State of Nebraska's travel expense policies that are in effect at the time the expense is incurred. Travel expense policies are found in the State Accounting Manuel at the following website address: http://das.nebraska.gov/accounting/nis/amcon.htm. The mileage and travel time shall be calculated using MapQuest; and, shall be submitted for payment on a Travel Log developed and provided by DHHS. The completed Travel Logs shall be submitted at the end of each month for services provided during the previous month. 7. The Contractor will access the Medicaid Transportation Broker to arrange transportation for medical transportation. If a state ward youth is not Medicaid eligible (not legally in the US), the Contractor is responsible for medical transportation within the 25-mile radius and DHHS agrees to pay the Contractor for medical transportation services provided for youth to medical services beyond a 25-mile radius. 8. DHHS reserves the right to change the foster care rates in accordance with the range of rates identified by Nebraska State Statute. Effective July 1, 2014 DHHS will separate IV-E allowable maintenance and administrative payments from the total payment to allow DHHS to claim IV-E funding for foster care maintenance and administrative costs appropriately.
Performance Measures	1. Total Number of Children Referred within the Previous Calendar Month 2. Total Number of Teens (13 years old until the 19th birthday) Referred within the Previous Calendar Month 3. Total Number of Youth with a Substance Abuse and/or Mental Health Disorder Referred within the Previous Calendar Month 4. Total Number of Children Accepted within the Previous Calendar Month 5. Total Number of Teens (13 years old until the 19th birthday) Accepted within the Previous Calendar Month 6. Total Number of Youth with a Substance Abuse Accepted within the Previous Calendar Month 7. Total Number of Youth with a Mental Health Disorder Accepted within the Previous Calendar Month 8. Total Number of Children Served within the Previous Calendar Month

	9. Total Number of Licensed Foster Homes within the Previous Calendar Month 10. Total Number of Licensed Foster Homes with Current Placements 11. Total Percent of Children Placed with At Least One Sibling within the Previous Calendar Month 12. Total Percent of Children Remaining in Their Home School within the Previous Calendar Month 13. Total Number of Children/Youth that Do Not Experience Any Moves While Under the Care of the Same Provider During the Month 14. Total Percent of Children/Youth that Do Not Experience Any Moves While Under the Care of the Same Provider During the Month 15. Total Number of Foster Children Without Substantiated Reports of Abuse and/or Neglect During Their Stay in a Foster Home Supported by the Agency within the Previous Calendar Month 16. Total Percent of Foster Children Without Substantiated Reports of Abuse and/or Neglect During Their Stay in a Foster Home Supported by the Agency within the Previous Calendar Month
Performance Measure Reporting Period	Data will be collected on a calendar month basis and reported in the Scorecard by the 15th of the following month.

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AUDIT REQUIREMENT CERTIFICATION

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

Subrecipient's Name Apex Foster Care

Address: 9802 Nicholas St. Ste. 205

City: Omaha **State:** NE **Zip Code:** 68114-2105

Subrecipient's Fiscal Year January 1, 20 14 to December 31, 20 14

All written communications from the Certified Public Accountant (CPA) engaged under #2 or #3 below, given to the subrecipient 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 has directed the CPA to provide the copy directly to the DHHS and has verified this has occurred.

Check either 1, 2, or 3

1. ✓ As the subrecipient named above, we expect to expend less than $500,000 from all Federal Financial Assistance sources and do not expect to receive $100,000 or more in subgrants from the DHHS, including commodities, during our fiscal year Therefore, we are not subject to the audit requirements of Circular A-133 and do not need to submit our audited financial statements to the DHHS.

2. __ As the subrecipient named above, we expect to expend less than $500,000 from all Federal Financial Assistance sources and expect to receive $100,000 or more in subgrants from the DHHS, including commodities, during our 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. We acknowledge that the audited financial statements should be presented in accordance with generally accepted accounting principles (accrual basis). If another basis of accounting is more appropriate or if the accrual basis of accounting is overly burdensome, we will notify the DHHS of this issue and request a waiver of this requirement prior to the end of our fiscal year. We further acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the DHHS within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

3. __ As the subrecipient named above, we expect to expend $500,000 or more from all Federal Financial Assistance sources, 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 that the audited financial statements should be presented in accordance with generally accepted accounting principles (accrual basis). If another basis of accounting is more appropriate or if the accrual basis of accounting is overly burdensome, we will notify the DHHS of this issue and request a waiver of this requirement prior to the end of our fiscal year. We further acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, 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:

- 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 upon financial statements and Schedule of Expenditures of Federal Awards, a report of internal control, a report of compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this subrecipient 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 subrecipient's financial statements, auditor's report and SF-SAC must be submitted to the DHHS within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. .

For items #2 and #3 above the required information must be submitted to:

Nebraska Department of Health and Human Services
Internal Audit Section
P.O. Box 95026
Lincoln, NE 68509-5026

Signature Alicia Buger Date 7/22/14

Name ALICIA BUGER

Title OWNER/EXECUTIVE DIRECTOR

Subrecipient Reporting Worksheet

Section A – Federal Award Information

Federal Award Identifier Number (FAIN) 1401NE1401

Federal Awarding Agency Name Administration For Children & Families

Award Date 10/1/13 TO 9/30/14

CFDA Program Number 93.658

Subgrant Amount From This Award: $_____

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

Section B – Subrecipient Information

Subrecipient DUNS 603631982

Subrecipient Name Apex Foster Care

Subrecipient Address: Street 9802 Nicholas St. Ste. 205

City Omaha State NE

Country USA Zip Code + 4 68114-2105

Congressional District 02

Amount of Subgrant $ - Subgrant Date 7/1/14-6/30/15

Subrecipient Principal Place of Performance: City Omaha State NE

Country USA Zip Code + 4 68114-2105

Congressional District 02

Subgrant Number _____ (Will be completed by Support Services)

Subgrant Project Description Apex Foster Care will provide Agency Supported Foster Care Services

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) 1501NE1401

Federal Awarding Agency Name Administration for Children & Families

Award Date 10/1/14 TO 9/30/15

CFDA Program Number 93.658

Subgrant Amount From This Award: $____

Federal Award Identifier Number (FAIN) ____

Federal Awarding Agency Name ____

Award Date ____

CFDA Program Number ____

Subgrant Amount From This Award: $____

Federal Award Identifier Number (FAIN) ____

Federal Awarding Agency Name ____

Award Date ____

CFDA Program Number ____

Subgrant Amount From This Award: $____

Amount funded from Federal Grants	$____	total of grants in Section A
Amount funded from State General Funds	$ 90,000.00	
Amount funded from State Cash Funds	$____	
Amount funded from Federal Cash Funds	$____	fed sources other than grants
Total amount funded from all sources	$ 90,000.00	should equal total of subgrant