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26953-43

2015 - 2016 SUBAWARD

BETWEEN

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

AND

CAPSTONE CHILD ADVOCACY CENTER

This subaward is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **CAPSTONE CHILD ADVOCACY CENTER** (hereinafter "Subrecipient").

CFDA Title & #:	93.643	Federal Agency:	Administration for Children and Families
Award Name:	Children's Justice Act	Federal Award Identifier #	G-1401NECJA1
Issue Date:	8/28/14	This award is not for research and	
Award Date:	10/1/14 to 9/30/16	does not include ARRA funds.	
CFDA Title & #:	93.669	Federal Agency:	Administration for Children and Families
Award Name:	Child Abuse Prevention and Treatment Act	Federal Award Identifier #	G-1101NECA01
Issue Date:	06/10/11	This award is not for research and	
Award Date:	10/1/10 to 9/30/15	Does not include ARRA funds.	

PURPOSE. The purpose of this subaward is for the provision of child advocacy services and support of the investigation and treatment of child abuse and neglect allegations to the youth of the State of Nebraska.

I. PERIOD OF PERFORMANCE AND TERMINATION

A. TERM. This award is in effect from July 1, 2015 the effective date through June 30, 2016, the completion date.

B. TERMINATION. This subaward 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 subaward in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF SUBAWARD." In the event either party terminates this subaward, the Subrecipient shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this subaward immediately.

II. AMOUNT OF SUBAWARD

A. TOTAL SUBAWARD. DHHS shall pay the Subrecipient a total amount, not to exceed $138,479 (One hundred thirty-eight thousand and four hundred and seventy-nine dollars) for the activities specified herein and in accordance with the attached budget (Attachment A).

Said amount includes $2,388.00 (Two thousand three hundred and eighty-eight dollars) for in Children's Justice Act funds, $3,003.00 (Three thousand and three dollars) in Child Abuse Prevention and Treatment Act funds and $133,088 (One hundred thrity-three thousand and eighty-eight dollars) in State General Funds.

B. PAYMENT STRUCTURE. Payment shall be structured as follows:

1. Twelve payments will be made contingent upon the Subrecipient submitting reports as required. The first payment of $11,539.00 will be made following the first month upon the receipt of a billing document and initial report. Subsequent payments in the amount of $11,540.00 will be made on or after each eleven subsequent months following receipt of the required report and billing document. Consideration for continued funding is contingent, in part, upon receipt of these reports.
2. The Subrecipient understands and agrees that this Sub-Award Agreement does not guarantee that DHHS shall request such services. Furthermore, the Subrecipient understands and agrees that no minimum number of referrals for services from DHHS shall be expected.
3. 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. No other charges may be submitted under the terms of this contract without prior approval and agreement of DHHS.
5. The Subrecipient agrees not to accept payment from the family of the youth unless an established part of DHHS case plan includes a fee for services.
6. The Subrecipient understands and agrees that any bills submitted for payments that are over a year from the date of service will not be paid.

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 subaward 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:

1. Provide coordination services for the following counties: Scottsbluff, Banner, Kimball, Cheyenne, Garden, Morrill, Box Butte, Dawes, Sheridan, Sioux and Duel.
2. Provide technical assistance and coordination supports for child abuse investigation and treatment teams as provided in Nebraska Revised Statues 28-728 to 28-729 as amended July 2014:
    a. Establish and maintain Child Abuse and Neglect investigation and treatment teams which develop and utilize team protocols related to the investigation and treatment of child abuse cases and which meet at least quarterly.
    b. The Subrecipient shall work with the county attorney and other appointed members of the team to facilitate case reviews, develop and update protocols and arrange training opportunities for the team.
    c. The Subrecipient shall submit to DHHS a copy of the protocol for each county serviced by the Subrecipient and shall submit to DHHS any changes in the protocol for each county. Said protocols shall include procedures for the investigation team which include:
        i. Training to professionals on identification and reporting of abuse;

ii. Assigning role and responsibilities between law enforcement and DHHS for initial response;
iii. Outline how reports will be shared between law enforcement and DHHS;
iv. Coordinating investigative response including, but not limited to:
1) Defining cases that require a priority response;
2) Contacting the reporting party;
3) Arranging for video-recorded forensic interview at a child advocacy center for children who are three to eighteen years of age and are alleged to be victims of sexual abuse, serious physical abuse or neglect, have witnessed a violent crime, are found in a drug-endangered environment, or have been recovered from a kidnapping;
4) Assessing the need for and arranging a medical exam of the child victim;
5) Assessing the need for and arranging appropriate mental health services for the child victim or non-offender caregiver;
6) Conducting collateral interview with other persons with pertinent information;
7) Collecting, processing and preserving physical evidence; and
8) Interviewing the alleged perpetrator.
v. Reducing the risk of harm to the alleged child victim;
vi. Ensuring that the child is in safe surroundings, including removing the perpetrator when necessary or arranging for temporary custody of the child when the child is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the child's protection;
vii. Sharing of case information between team members;
viii. Outlining what cases will be reviewed by the investigative team including, but not limited to:
1) Cases of sexual abuse, serious physical abuse and neglect, drug endangered children and serious or ongoing domestic violence;
2) Cases determined by DHHS to be high or very high risk for future maltreatment; and
3) Any other case referred by a member of the team when a system response issue has been identified.

d. Said protocols for treatment team include;
i. Case coordination and assistance, including the location of services available within the area;
ii. Case staffings and coordination, development, implementation and monitoring of treatment or safety plans, particularly in those cases in which ongoing services are provided by DHHS or a contracted agency but the juvenile court is not involved;
iii. Reducing the risk of harm to child abuse and neglect victims;
iv. Assisting those child abuse and neglect victims who are abused and neglected by a perpetrator who does not reside in their homes; and
v. Work with multi-problem status offenders and delinquent youth.

3. Assign a person or persons to serve in the capacity of Child Advocacy Center Coordinator who must have a minimum of a Bachelor's Degree in social work or a related field, and two years of experience in team facilitation, problem solving and conflict resolution and working knowledge, experience and expertise in the area of child abuse/neglect and family violence. An exception to the requirements may be approved by DHHS upon written request by the Subrecipient indicating why the person's qualifications should substitute for the minimum requirements identified in this paragraph.

4. The Subrecipient agrees to provide the following direct services to child victims and their non-offending caregivers who: are alleging sexual abuse or serious physical abuse or neglect; may have witnessed a violent crime; are found in a drug endangered environment; or have been recovered from a kidnapping:
    a. Video recorded forensic interview. Forensic interview means a video-recorded interview of an alleged child victim conducted at a child advocacy center by a professional with specialized training designed to elicit details about alleged incidents of abuse or neglect, and such interview may result in intervention in criminal or juvenile court;
    b. Medical Evaluations; and
    c. Advocacy and support including referrals for mental health services. Said services shall be available outside usual business days and times if it is determined that an emergency exists and a request for said services is made by law enforcement or DHHS.
5. The Subrecipient agrees that the information secured from DHHS's computer system or from files or records of DHHS will not be shared further without specific authorization unless specifically allowed by law.

B. Administrative Standards:
1. The Subrecipient will meet accreditation criteria as set forth by the National Children's Alliance as provided by Nebraska State Statutes at 28-728(2).
2. The Subrecipient agrees to comply with:
    a. Neb. Rev. Stat. 28-728 which includes activities listed in the subaward;
    b. The Child Abuse Prevention and Treatment Act (CAPTA) as amended, section 201 through 2010, (42 U.S.C. 5101 et seq.) Community Based Family Resource and Support Grants which includes, but is not limited to such activities as developing, implementing, operating, expanding and enhancing community-based and prevention-focused programs and activities designed to strengthen and support families to prevent child abuse and neglect.
    c. CAPTA section 107 and Victims of Crime Act 1984, as amended (18 U.S.C. 3771 et seq.), which includes, but is not limited to such activities as "developing, establishing and operating programs designed to improve: (1) the assessment and investigation of suspected child abuse and neglect cases, including cases of suspected child sexual abuse and exploitation, in a manner that limits additional trauma to the child and the child's family; (2) the assessment and investigation of cases of suspected child abuse-related fatalities and suspected child neglect-related fatalities; (3) the investigation and prosecution of cases of child abuse and neglect; including child sexual abuse and exploitation; and (4) the assessment and investigation of cases involving children with disabilities or serious health-related problems who are suspected victims of child abuse or neglect."
    d. The CAPTA, as amended (42 U.S.C. 5101 et seq.) which includes, but is not limited to, activities such as improving the child protective service system of each state in creating and improving the use of multidisciplinary teams and interagency, intra agency, interstate and intrastate protocols to enhance investigations, case management, including ongoing case monitoring and delivery of services and treatment.
3. Performance Accountability: The Subrecipient agrees to be held accountable for the services they provide. Provider performance data for the outcome measures described below will be posted on the internet as part of DHHS's position to be transparent and accountable.
4. The Subrecipient shall meet the following outcomes:

a. Outcome: Increased quality of the child interview. 90% of interviews will be conducted by a professional with advanced training in the forensic interviewing of child victims/witnesses.
b. Outcome: Increased advocacy and support of child victim. 90% of children seen at the center will receive victim support/advocacy services.
c. Outcome: improved coordination and information sharing. The case coordinator will actively assist in at least 90% of all investigative and treatment team meetings by facilitating the case review process, updating protocols and arranging for training opportunities for their assigned counties.
d. Outcome: increased quality of medical exams of child victims. A forensic medical examination by a medical provider with specialized training in child abuse/neglect will be provided according to team protocols in 90% of cases;

C. Required Reports
1. The Subrecipient shall prepare a monthly report utilizing the format and instructions agreed upon by the Child Advocacy Center Subrecipients in the state and by DHHS.
2. For each calendar month, reports are due to DHHS by the 15th of the following month.
3. The monthly reports shall include, at a minimum:
   a. The frequency of Child Abuse and Neglect Investigative Team meetings;
      i. Any changes in team membership;
   b. The numbers of services provided by the Subrecipient ;
   c. The types of services provided;
   d. Expenditures for case coordination services.
4. A copy of the report will be made available to the Child Abuse and Neglect Investigation and Treatment Teams within the Subrecipient 's assigned counties.
5. More frequent reports must be submitted, upon request by DHHS;
6. Should the Subrecipient be more than thirty (30) days delinquent in submitting the Performance Measures Report, the Subrecipient will pay DHHS 2.5% of the total Sub award price. The Subrecipient shall continue to pay such amount every calendar month until such time as the Performance Measure Report is submitted.
7. Should the Subrecipient not meet the performance identified within the performance measures, the Subrecipient shall pay DHHS 1% of the annual amount of this sub-award for each measure that is not being met. In the event the penalty is not paid, DHHS shall withhold the amount from any subsequent payment due.

D. Results Based Accountability
The Subrecipient agrees to report outcomes and performance measures necessary for the Division of Children and Families Services Results Based Accountability initiative.

E. DHHS and the Subrecipient will;
1. Negotiate performance measures for outcomes that are aligned with DHHS Children and Family Services Review Protocol;
2. Develop and adopt continuous improvement strategies for services performed and outlined in this subgrant;
3. Simplify and make efficient the performance reporting requirements;
4. Develop and schedule for desk/field audit over the subgrant year; and
5. Develop regular feedback loop with the Subrecipient for ideas to improve the overall system.

F. <u>DHHS</u> shall:
1. Provide access to Subrecipient of all DHHS child abuse and neglect information regarding child abuse intakes and initial assessment with the exception that no information will be provided concerning the person who made the report alleging abuse or neglect.
2. Provide such access to files. Hard copies of records will be provided upon request.

3. Provide at least monthly access to a list of all cases in which ongoing services are provided by DHHS or a contracted agency, but the juvenile court is not involved.

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 subaward 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 subaward, the Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this subaward for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

B. AMENDMENT. This subaward may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this subaward 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 subaward. The Subrecipient shall insert this provision into all subawards and subcontracts.

D. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this subaward 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 subaward.

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 subaward, 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 subaward.

F. BREACH OF SUBAWARD. DHHS may immediately terminate this subaward and agreement, in whole or in part, if the Subrecipient fails to perform its obligations under the subaward 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 subaward 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 subaward does not waive DHHS's right to immediately terminate the subaward for the same or different subaward breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this subaward 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 subaward as allowed by law.

G. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this subaward, 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 subaward 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 subaward.

H. CONFLICTS OF INTEREST. In the performance of this subaward, the Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.

I. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Subrecipient shall follow the applicable cost principles in 2 CFR 200 Subpart F 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 $749,999	*Financial Statement Audit*
750,000 or more in federal expenditure	*Single 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 subaward 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 subaward.

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 subaward 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 subaward shall be deemed incorporated by reference and made a part of this subaward 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 §182.230, 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 subaward 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 subaward. 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 subaward 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 subaward.

Q. FUNDING AVAILABILITY. DHHS may terminate the subaward, 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 subaward:

1. The Subrecipient will not incur new obligations after the termination or completion of the subaward, 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 subaward activities and operations with the objective of preventing disruption of services.

6. Close-out of this subaward 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 subaward. 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 United States and 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. HUMAN TRAFFICKING PROVISIONS. The subrecipient shall comply and be subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at: http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons

V. 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 subaward, 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 subaward.

W. 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.

X. INTEGRATION. This written subaward 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 subaward.

Y. 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 subaward, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Z. MANDATORY DISCLOSURES. The subrecipient must disclose to the State, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward in accordance with 2 CFR §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

AA. 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

BB. 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 subaward comply with the applicable standards. In the event such standards change during the Subrecipient's performance, the State may create an amendment to the subaward to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties.

CC. 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 subaward terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

DD. PUBLICATIONS. Subrecipient shall acknowledge the project was supported by the Code of Federal Award Number, name of award, federal agency and DHHS in all publications that result from work under this subaward.

EE. 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.

FF. 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

GG. 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 subaward. This clause shall not apply to subawards 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.

HH. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subaward 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 subaward.

II. SEVERABILITY. If any term or condition of this subaward 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 subaward did not contain the particular provision held to be invalid.

JJ. 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.

KK. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subaward 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 subaward and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

LL. TIME IS OF THE ESSENCE. Time is of the essence in this subaward. 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.

V. BUSINESS ASSOCIATE PROVISIONS

A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this contract, shall mean Contractor.

B. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this contract, shall mean DHHS.

C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

D. Other Terms. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

E. The Contractor shall do the following:

1. Not use or disclose protected health information other than as permitted or required by this Contract, consistent with DHHS' minimum necessary policies and procedures, or as required by law.

2. Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.

3. Report to DHHS, within fifteen (15) days, any use or disclosure of protected health information not provided for by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of protected health information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the DHHS. The Contractor shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;

5. Within fifteen (15) days:

    a. make available protected health information in a designated record set to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.524;

    b. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by DHHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR 164.526;

    c. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.528;

6. To the extent the Contractor is to carry out one or more of DHHS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligation(s); and

7. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

F. The Contractor is permitted to use and disclose protected health information:

    1. As necessary to perform the services set forth in this Contract;
    2. As required by law; and
    3. Consistent with DHHS' minimum necessary policies and procedures.

G. The Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.

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

FOR DHHS:

Connie Pfeifer
NE Department of Health & Human Services
PO Box 95026
Lincoln, NE 68509-5026
402.471.9245

FOR SUBRECIPIENT :

Holly Brandt
CAPstone Child Advocacy Center
900 P Street
Gering, NE 69341-2967
308.632.7274

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

FOR DHHS:

Tony Green
Acting Director,
Department of Health and Human Services

DATE: 7.29.15

FOR SUBRECIPIENT :

Holly Brandt
Executive Director
CAPstone Child Advocacy Center

DATE: 7/27/15

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AUDIT REQUIREMENT CERTIFICATION

Subrecipient s receiving funds from the Nebraska Department of Health and Human Services (DHHS) are required to complete this certification

Subrecipient 's Name CAPstone Child Advocacy Center

Address: 900 P Street

City: Gering State: NE Zip Code: 69341-2967

Subrecipient 's Fiscal Year July 1, 2015 to June 30, 2016

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 $750,000 from all Federal Financial Assistance sources and do not expect to receive $100,000 or more in subawards from DHHS, including commodities, during our fiscal year Therefore, we are not subject to the audit requirements of 2 CFR 200 and do not need to submit our audited financial statements to DHHS.

2. X As the Subrecipient named above, we expect to expend less than $750,000 from all Federal Financial Assistance sources and expect to receive $100,000 or more in subawards from DHHS, including commodities, during our fiscal year Therefore, we are not subject to the audit requirements of 2 CFR 200.

   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 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 $750,000 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 2 CFR 200.

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 2 CFR 200 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 Holly Brandt Date 7/27/15

Name Holly Brandt

Title Executive Director

Attachment 2

Subrecipient Reporting Worksheet

Section A – Federal Award Information

Federal Award Identifier Number (FAIN) G-1401NECJA1
(Must Match Notice of Award)

Federal Awarding Agency Name Administration of Children and Families

Award Date 10/1/14 to 9/30/16

CFDA Program Number 93.643
(Must Match Notice of Award)

Subaward Amount From This Award: $2,388.00

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

Section B – Subrecipient Information

Subrecipient DUNS 063243112
(Unique Entity Identifier)
Subrecipient Name CAPstone Child Advocacy Center

Subrecipient Address: Street 900 P Street

City Gering State NE

Country USA Zip Code + 4 69341-2967

Congressional District 3

Amount of Subaward $138,479.00 Subaward Date 7/1/15 to 6/30/16

Subrecipient Principal Place of Performance: City Gering State NE

Country USA Zip Code + 4 69341-2967

Congressional District 3

Subaward Number _____ (y3 number assigned once approvals completed)
Signature Date _____ (Date Subaward signed by DHHS or last party)

Subaward Project Description Child advocacy services and support of the investigation and treatment of child abuse and neglect allegations to the children of the State of Nebraska.

For Grants Management Use Only:
Received by Grants:_____ FFATA Processed By:_____
Report Month/Year:_____

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, subawards, and/or cooperative agreements AND $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subawards, and/or cooperative agreements?

   ☐ Yes – answer Question 2

   X☐ 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 subaward is being funded by multiple sources (multiple federal grants or a combination of federal and state funds)

Federal Award Identifier Number (FAIN) G-1101NECA01

Federal Awarding Agency Name Administration for Children and Families

Award Date 10/1/10 to 9/30/15

CFDA Program Number 93.669

Subaward Amount From This Award: $3,003.00

Federal Award Identifier Number (FAIN) _____

Federal Awarding Agency Name _____

Award Date _____

CFDA Program Number _____

Subaward Amount From This Award: $_____

Federal Award Identifier Number (FAIN) _____

Federal Awarding Agency Name _____

Award Date _____

CFDA Program Number _____

Subaward Amount From This Award: $_____

Amount funded from Federal Grants	$5,391.00	total of grants in Section A
Amount funded from State General Funds	$133,088.00	
Amount funded from State Cash Funds	$_____	
Amount funded from Federal Cash Funds	$_____	fed sources other than grants
Total amount funded from all sources	$138,479.00	should equal total of subaward

Attachment A

Proposed Budget – DHHS Service Contract July 1, 2015 – June 30, 2016

Child Advocacy Center	CAPstone Child Advocacy Center
Executive Director	Holly Brandt
Service Contract Amount	$138,478
Total Annual CAC Budget	$300,946.00

Personnel (Salary and Benefits)		
• Executive Director		$54,796.00
• Forensic Interviewer		$44,370.00
• Child Advocate	$	-
• Coordinator		$8,748.00
* Administrative Assistant		$18,726.00
•	$	-
•	$	-
Subtotal		$126,640.00
Facility and Utilities		
• Rent/Mortgage		$6,635.00
• Utilities		$5,500.00
• Phone and internet access	$	-
• Insurance	$	-
• Repairs and Maintenance	$	-
•	$	-
Subtotal	$	12,135.00
Supplies		
• Office supplies	$	-
• Medical supplies	$	-
• Cleaning supplies	$	-
• DVDs	$	-
• Printing and copying	$	-
•	$	-
Subtotal	$	-
Mileage	$	-
TOTAL DHHS SERVICE CONTRACT EXPENSES	$	138,775.00