22466-93

NB# 517288

# DOMESTIC VIOLENCE AND SEXUAL ASSAULT SUBGRANT

**BETWEEN**

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

**AND**

**CRISIS CENTER, 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 **CRISIS CENTER, INC.** (hereinafter "Subrecipient").

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| CFDA Title & #: | 93.671 | Federal Agency: | Administration of Children and Families |
| Award Name: | Family Violence Prevention and Services Act | Federal Award Identifier # | G-1401NEFVPS |
| Issue Date: | May 12, 2014 | This award is not for research and does not include ARRA funds. | |
| Award Date: | May 12, 2014 | | |

PURPOSE. The purpose of the Family Violence Prevention and Services Act 42 U.S.C. 10421 is to support the establishment, maintenance and expansion of programs and projects to prevent incidents of family violence, domestic violence, and dating violence and to provide immediate shelter and supportive services for victims of family violence and their dependents that meet the needs of all victims, including those in underserved communities.

It is the intent of the Protection from Domestic Abuse Act to provide abused family and household members necessary services including shelter, counseling, social services, limited medical care and legal assistance.

The purpose of this subgrant is to encourage local domestic violence and sexual assault programs to:

(1) Prevent incidents of family violence, domestic violence, and dating violence;
(2) Provide immediate shelter, supportive services, and access to community-based programs for victims of family violence, domestic violence, or dating violence, and their dependents; and
(3) Provide specialized services for children exposed to family violence, domestic violence, or dating violence, underserved populations, and victims who are members of racial and ethnic minority populations.

## 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 Thirty

(30) days prior to the effective date of termination. DHHS may also terminate this subgrant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF SUBGRANT." In the event either party terminates this subgrant, the Subrecipient shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this subgrant immediately.

## II. AMOUNT OF SUBGRANT

A. TOTAL SUBGRANT. DHHS shall pay the Subrecipient a total amount, not to exceed $98,902.00 (Ninety-eight thousand nine hundred two dollars and no cents) for the activities specified herein.

Family Violence Prevention and Services Act funds in the amount of: $42,179.00
State funds in the amount of: $56,723.00

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

1. For the period July 1, 2014 through June 30, 2015, the Subrecipient will be paid up to the allowable, approved cost of services.

   Payments will be made contingent upon the Subrecipient providing services specified herein as evidenced by submission of quarterly performance and financial reports and an invoice for payment, except that up to 8% of the federal funding, the minimum amount needed for immediate requirements, may be paid upon execution of this renewal by the parties and invoice by the Subrecipient.

| Report and Invoice Due Date | Payment Amount |
|---|---|
| October 15, 2014 | 30% of remaining |
| January 15, 2015 | 30% of remaining |
| April 15, 2015 | 25% of remaining |
| July 15, 2015 | 7% of remaining |

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 fifteen percent (15%) 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 Emergency Shelter and Related Services of up to seventy-two (72) hours of crisis intervention services to victims of family violence and their dependents. Emergency Shelter and Related Services consist of:

   a. The provision of temporary refuge and meals in a safe non-threatening living environment such as an onsite shelter, program-sponsored hotel rooms, and/or safe houses;
   b. Hotline or crisis line for constant access and intake to services;
   c. Immediate transportation, or access to immediate transportation, to a hospital or place of safety;

d. Access to immediate medical services or first aid;
e. Access to emergency legal counseling and referral;
f. Crisis counseling to provide support and safety planning; and
g. Emergency financial aid such as vouchers for gas, food, or clothing.

2. Provide victim advocacy, information and referral services that meet the specific needs of victims of abuse and their families. Victim Advocacy, Information and Referral in the following areas:

   a. Financial, including referrals to public assistance;
   b. Court and criminal justice, including assistance in completing a petition for a Protection Order as required by statute and legal referrals;
   c. Medical, including referral to appropriate health care services, but shall not include reimbursement for any health care services;
   d. Housing; and
   e. Employment/vocational.

3. Provide supportive services that will meet the specific needs of victims of abuse and their families for up to thirty days. Support services shall be problem oriented and formulate a plan of action for the victim. The services may include the following:

   a. Safety planning, individual counseling with respect to family violence, peer counseling, and referral to community social services;
   b. Transportation;
   c. Victim's support groups;
   d. Employment training, assertiveness training, parenting, and educational services;
   e. Preventive health services such as nutrition, disease prevention, exercise, and prevention of substance abuse;
   f. Family programming, especially for children, to prevent the generational continuation of abuse within the family; and
   g. Building community support systems for families to aid in the deterrence of family crisis situation.

4. Provide or arrange services for children who are dependents of victims of family violence or who witness family violence which may include:

   1. Children's counseling with respect to family violence; either individual or support groups;
   2. Child care services; and
   3. Activities for children and youth that are unplanned contacts such as mentoring opportunities or recreational activities and childcare.

5. Provide Domestic Violence prevention services such as education and public awareness campaigns.

   1. Domestic violence prevention education provided on a continuum of topics including family violence, sexual assault, sexual harassment, personal safety, healthy relationships, and gender issues.
   2. Adult/General Population – outreach and prevention services for victims and their children and violence prevention counseling services to abusers Youth targeted – family violence prevention programs for school-age children,

3. Family violence-focused information forums where family violence information is distributed and where an exact count of the audience cannot be obtained such as press conferences, family violence awareness campaigns or booths as health fairs.

6. Provide or arrange Batterer Intervention Programs as deemed necessary.
The Subrecipient may provide Batterer Intervention Programs or refer the individual to established Batterer Intervention Programs.

7. Confidentiality
In order to ensure the safety of adult, youth, and child victims of family violence, domestic violence, or dating violence, and their families, grantees and subgrantees under the State of Nebraska Protection from Domestic Abuse Act and the Federal Family Prevention and Services Act shall protect the confidentiality and privacy of such victims and their families.

Any record, report, or files maintained by the Subrecipient pursuant to the Protection from Domestic Abuse Act shall be confidential, except that the Subrecipient may release statistical information, while not revealing names. Violation of this section shall be a Class V misdemeanor. Neb. Rev. Stat. § 42-918.

The Subrecipient must establish or implement policies and protocols for the following:

a. Maintaining the safety and confidentiality of the adult victims of family violence and the children and youth whom they serve;
b. Releasing information with informed, written, reasonably time-limited consent;
c. Consent may be given by the individual, in the case of an unemancipated minor, the minor and the minor's parent or guardian; or in the case of an individual with a guardian, the individual's guardian; and may not be given by the abuser or suspected abuser of the minor or individual with a guardian, or the abuser or suspected abuser of the other parent of the minor;
d. Mandated reporting of vulnerable adult and child abuse, neglect, or exploitation;
e. If release of information is compelled by statutory or court mandate—
   1) Subrecipients shall make reasonable attempts to provide notice to victims affected by the release of the information; and
   2) Subrecipients shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
f. Subrecipients may share--
   1) Non-personal identifying information, in the aggregate, regarding services to their clients and demographic non-personal identifying information in order to comply with Federal, State, or tribal reporting, evaluation, or data collection requirements;
   2) court-generated information and law enforcement-generated information contained in secure, governmental registries for protective order enforcement purposes; and
   3) law enforcement and prosecution generated information necessary for law enforcement and prosecution purposes.
g. Assuring the address or location of the shelter shall not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.

8. Data Collection:

The Subrecipient must be able to collect demographic, outcome, and service utilization data.

The Subrecipient agrees to use the survey questions developed by the Administration for Children and Families in meeting the following Outcomes:

1. Outcome: Increased strategies for enhancing safety
   i. 65% of family violence survivors served by the program will have strategies for enhancing their safety.

2. Outcome: Increased knowledge of available community resources
   ii. 65% of family violence survivors served by the program will gain knowledge of available community resources.

9. Staff:
   The Subrecipient will provide knowledgeable and capable staff for the program. Staff will have:
   a. Two or more years of experience in the area of family violence prevention and service provision;
   b. Knowledge and understanding of the dynamics of domestic abuse; and
   c. Ability to coordinate and collaborate among victim service providers, including community-based providers, culturally specific and faith-based service providers, housing providers, homeless services providers, police, prosecutors, courts, child welfare services, employers, businesses, and medical and mental health service providers to provide responsive and effective services to victims of family violence and their families.

10. Staff Training:
    a. The Subrecipient shall recruit, train and supervise staff to perform the service(s) as directed in the Nebraska Domestic Violence/Sexual Assault Coalition (NDVSAC) Program Standards.
    b. The Subrecipient shall provide core training that is critical to deliver the service and agrees to collaborate with NDVSAC and DHHS to identify additional trainings designed to strengthen the domestic violence and sexual assault work force to include trauma informed care, stages of child development, and cultural/linguistic competency.

11. Staff Background checks
    a. The Subrecipient shall conduct background checks on any employees, interns, volunteers, or Subrecipients 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 Registry;
       c. Nebraska Adult Abuse and Neglect Central Registry; and
       d. Nebraska State Patrol Criminal Background Check.

       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.

b. 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.

c. 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.

d. DHHS reserves the right to prohibit Subrecipient staff from having contact with child(ren) and/or families. 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.

12. Transportation:

a. The Subrecipient shall be responsible for transporting children and families as outlined in the service descriptions of the Nebraska Domestic Violence Sexual Assault Program Standards, and shall ensure that children and family members are transported safely and in accordance with Nebraska state statutes, and will:

    1) 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;
    2) Provide and use child safety restraints in accordance with Nebraska State Statutes.

b. In situations when the Subrecipient utilizes a non-employee for transporting children and families, the Subrecipient shall ensure that the non-employee adheres to the following:

    1) Be age 19 or older;
    2) Possess a current and valid driver's license;
    3) Have no more than three points assessed against his/her Nebraska driver's license, or meet a comparable standard in the state where s/he is licensed to drive;
    4) Currently have no limitations that would interfere with safe driving;
    5) Use seat belts and child passenger restraint devices as required by law;
    6) Not smoke while transporting the client;
    7) Not transport the client while under the influence of alcohol or any drug that impairs the ability to drive safely;

8) Not provide transportation if s/he has a communicable disease which may pose a threat to the health and well-being of the client; and
9) Have and maintain the minimum automobile liability and medical insurance coverage as required by law

c. Vehicle Standards: The individual provider's vehicle must be:
1) Currently licensed and registered as required by law;
2) Kept at all times in proper physical and mechanical conditions;
3) Equipped with operable seat belts, turn signals, lights, and horn;
4) Equipped with proper child passenger restraint devices as required by law when transporting children; and
5) Equipped to provide comfortable temperature and ventilation conditions.

d. The Subrecipient shall ensure that anyone providing transportation for children and families shall meet the Background Checks requirements of this contract.

13. 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.

14. Insurance:
a. 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:

1) General Liability
i. General Aggregate $2,000,000
ii. Bodily Injury/Property Damage $1,000,000 per occurrence

2) Workers Compensation As required by statute

3) Automobile Liability
i. Bodily Injury/Property Damage $1,000,000 per occurrence

4) Umbrella/Excess Liability
i. Over Primary Insurance $1,000,000 per occurrence

b. The Subrecipient shall provide DHHS a certificate of insurance coverage with the above requirements to the Department of Health and Human Services, Division of Children and Family Services, Julie Hippen at P.O. Box 95026, Lincoln, NE 68509 (facsimile (402) 471-1731). Notice of cancellation of this insurance must be submitted immediately to DHHS along with evidence that Subrecipient has obtained replacement coverage for the cancelled policy to ensure that there is no break in coverage.

15. Subrecipients
If the Subrecipient intends to subgrant any part of its performance hereunder, the Subrecipient must provide:

a. name, address and telephone number of the Subrecipient(s);
b. specific tasks for each Subrecipient(s);
c. percentage of performance hours intended for each subgrant; and
d. total percentage of Subrecipient(s) performance hours.

16. The Subrecipient certifies that they have been advises of the requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements or contracts as well as any supplemental requirements imposed by the Grantee. These include grant administrative requirements under 45 CFR Part 92, audit requirements under OMB Circular A-133 (where applicable) and cost principles according to recipient type:

- Non-Profit Organizations: 2 CFR Part 230;

17. The Subrecipient will comply with the provisions of Section 306 of the Family Violence Prevention and Services Act (42 U.S.C Section 10401, et seq., as amended by Public Law 111-320 and the terms and conditions of the Fiscal Year 2013 award from the US Department of Health and Human Services to DHHS. The Subrecipient will comply with the provisions of Neb. Rev. Stat. §§42-901 to 931.

18. Terms and Conditions:

a. Subrecipient will comply with the Nebraska Domestic Violence/Sexual Assault Program Standards;

b. No grant funds will be given directly to victims of domestic violence or their dependent(s);

c. There will be no conditions placed on any adult or youth victims of domestic, family, or dating violence in order to access shelter through a program receiving federal or state funds;

d. Services and resources supported by FVPSA and state funding will not have any income eligibility requirements imposed upon individuals seeking to access those services or resources.

e. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to the mandatory grant programs:

- Section 507: "Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

- Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal

money, all Subrecipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

f. *Drug-Free Workplace Requirements.* In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The subrecipient must notify DHHS if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)

g. *Religious Activity Prohibitions.* Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

h. *Lobbying Prohibitions.* Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR 93.)

i. *Human Trafficking Provisions.* These awards are 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.

j. *Transparency Act Requirements.* Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

k. *Construction Prohibitions.* Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

B. DHHS shall:

1. Complete Subrecipient monitoring;
2. Provide technical assistance in the conduct of programs for the prevention and treatment of family violence; and
3. Review, evaluate and report performance.

## IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subgrant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

2. The Subrecipient shall provide DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance.* The Subrecipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.

3. The subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this subgrant, the Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this subgrant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

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

C. ANTI-DISCRIMINATION. The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair

Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this subgrant. The Subrecipient shall insert this provision into all subgrants and subcontracts.

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

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

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

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

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

I. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Subrecipient shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments; A-21 for Colleges and Universities; or A-122 for Non-Profit Organizations. Federal audit requirements are dependent on the total amount of federal funds expended by the Subrecipient, set in the table below and Attachment 1, Audit Requirement Certification.

Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

| Amount of annual federal expenditure | Audit Type |
|---|---|
| *$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: FOR SUBRECIPIENT:

Julie J. Hippen
NE Department of Health & Human Services
P.O. Box 95026
Lincoln, NE 68509-5026
402-471-1731

Lex Ann Roach
Crisis Center, Inc.
P.O. Box 5885
Grand Island, NE 68802
308-382-8250

**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:

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

DATE: July 21, 2014

FOR SUBRECIPIENT:

Isaiah Graham

Board Chair

DATE: 06/27/14

**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:** Crisis Center, Inc.

**Address:** 2251 N. Webb Rd. PO Box 5885

**City:** Grand Island **State:** NE **Zip Code:** 68803-1740

**Subrecipient's Fiscal Year:** July 1, 2014 **to** June 30, 2015

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. X 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 Lex Ann Roach Date 7/16/14

Name Lex Ann Roach

Title Executive Director

Attachment 2

# Subrecipient Reporting Worksheet

## Section A – Federal Award Information

Federal Award Identifier Number (FAIN) G-1401NEFVPS

Federal Awarding Agency Name Administration of Children and Families

Award Date May 12, 2013

CFDA Program Number 93.761

Subgrant Amount From This Award: $42,179.00

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

## Section B – Subrecipient Information

Subrecipient DUNS: 962445409

Subrecipient Name: Crisis Center, Inc.

Subrecipient Address: Street: 2251 N. Webb Rd., PO Box 5885

City: Grand Island State: NE

Country: USA Zip Code + 4: 68803-1740

Congressional District: 3

Amount of Subgrant $42,179.00 Subgrant Date: July 1, 2014 to June 30, 2015

Subrecipient Principal Place of Performance: City: Grand Island State: NE

Country: USA Zip Code + 4: 68803-1740

Congressional District: 3

Subgrant Number: _____ (Will be completed by Support Services)

Subgrant Project Description: Project Description Family Violence and Services funds are used to provide emergency shelter and related assistance such as support groups, counseling, advocacy, and crisis hotline access to victims and their dependents. The funds are also used to provide public awareness and community education to prevent family violence.

## Section C – Officer Compensation

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

   ☐ Yes – answer Question 2

   ☐ No – not required to provide officer compensation

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

   ☐ Yes – not required to provide officer compensation

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

1. _____ Name $_____ Compensation

2. _____ Name $_____ Compensation

3. _____ Name $_____ Compensation

4. _____ Name $_____ Compensation

5. _____ Name $_____ Compensation

## Section A – Federal Award Information (Continuation)

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

Federal Award Identifier Number (FAIN) _____

Federal Awarding Agency Name _____

Award Date _____

CFDA Program Number _____

Subgrant Amount From This Award: $_____

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 | $42,179.00 | total of grants in Section A |
| Amount funded from State General Funds | $56,723.00 | |
| Amount funded from State Cash Funds | $_____ | |
| Amount funded from Federal Cash Funds | $_____ | fed sources other than grants |
| Total amount funded from all sources | $98,902.00 | should equal total of subgrant |