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CASE MANAGEMENT SUBAWARD

BETWEEN

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

AND

NEBRASKA FAMILIES COLLABORATIVE

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 **NEBRASKA FAMILIES COLLABORATIVE** (hereinafter "Subrecipient").

CFDA Title:	<u>Foster Care Title IV-E</u>	Federal Agency:	<u>Administration</u>
CFDA #:	<u>93.658</u>		<u>For Children</u>
			<u>and Families</u>
Award Name:	<u>Foster Care Program FY16</u>	Federal Award Identifier #	<u>1601NEFOST</u>
Issue Date:	<u>10/1/15</u>		
Award Date:	<u>10/1/15</u>		

PURPOSE. The purpose of this subaward is: To provide case management and an individualized system of care for families and their children and youth who are wards of the Nebraska Department of Health and Human Services involved in the Child Welfare or Juvenile Court System or who are non-court involved children and families involved in the Child Welfare System. Service delivery, service coordination, and case management functions will be provided for families served in the Eastern Service Area.

I. PERIOD OF PERFORMANCE AND TERMINATION

- A. **TERM.** This award is in effect from July 1, 2016 the effective date through June 30, 2017, 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 Ninety(90) 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 \$59,951,000.00 (Fifty-nine Million Nine Hundred Fifty-one Thousand Dollars and Zero Cents) for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:

1. DHHS will pay to Subrecipient a fixed payment of \$2,092,900.00 each month for services provided July 1, 2016 through June 30, 2017, one half payable after the fifteenth of the month, and one half after the end of the month less \$249,796.00 retainage from each semimonthly payment. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month.
2. In addition to the fixed monthly payment in the foregoing paragraph, DHHS agrees to pay the Subrecipient a variable monthly payment on or about the 15th day of the month following the month services are provided for the period beginning July 1, 2016 and ending June 30, 2017. The variable payment will be based on the accumulated total number of days Subrecipient provided case management for a child during the month. This count will be extract by DHHS from N-Focus. Subrecipient will be entitled to receive the full variable rate for the first day in care after referral but will not receive any portion of the variable rate for the last day in care. No variable payments will be made in excess of \$34,836,200.00 for the period beginning July 1, 2016 and ending June 30, 2017. Subrecipient's obligations under this subaward will continue throughout the term of the subaward even if Subrecipient is no longer entitled to receive a variable payment. These obligations include, but are not limited to, accepting new referrals from DHHS and serving all children, youth, and families according to the terms of this subaward. Nothing in this section is intended to prohibit Subrecipient from requesting an adjustment to the maximum variable payments allowed.
3. Services and supports are to be provided to the entire family which includes parents (custodial and non-custodial), siblings, and significant adults who provide some care-giving role to the child. Subrecipient will be compensated at the daily variable rate for each child specifically identified in the Safety/Risk/Prevention Assessment as requiring services and supports and named in the written referral from DHHS. DHHS retains sole authority to withdraw or cancel a referral at any time. The daily variable rate is \$39.30 per child.
4. At the end of each quarter of this subaward, Subrecipient will be entitled to receive a portion of the retainage described in paragraph B. 1 above based on the schedules set forth hereinafter in this paragraph. Sixty percent of the retainage will be allocated to permanence of reunification and forty percent will be allocated to recurrence of substantiated maltreatment. The payment will be equal to the amount of retainage to date for each outcome multiplied by the applicable year to date percentages less any retainage payments already paid to subrecipient. Payments will be made under this paragraph within thirty (30) days after the end of the quarter and reconciled at the end of the term of this subaward. If the gross amount of the fixed payments plus variable payments made under this Article is less than \$59,951,000.00 at the end of the term of this subaward, the final reconciliation calculations will use a gross retainage equal to ten percent (10%) of the sum of the fixed payments and variable payments received. The difference between the retainage to date at the end of the term and ten percent of the sum of the fixed payments and variable payments received will be first applied to any sums due DHHS under the end-of-term reconciliation and the balance, if any, will be payable to Subrecipient.
 - a. **OUTCOME:** Permanence of reunification.
This is a CFSR Round II federal measure that reports on a rolling 12-month period.
This measures the percentage of children who reenter foster care within 12 months

of being discharged from foster care to reunification during the prior 12-month period. Subrecipient is expected to achieve 7.40% or lower reentry percentage. The percentage of the retainage payable is dynamic and will be calculated using the straight line method between the range of 8.40% and 7.40%. The following chart demonstrates the percentage payable at certain points along the straight line.

RE-ENTRY PERFORMANCE TARGETS	
7.40%	100%
7.65%	75%
7.90%	50%
8.15%	25%
8.40%	0%

- b. **OUTCOME:** Reduce recurrence of substantiated maltreatment
 This measure utilizes CFSR Round III as a basis and is limited to instances where NFC has an open case. It measures the rate of recurrence, expressed as a percentage, of substantiated maltreatment in a 12-month period where NFC has or had an ongoing case assignment whether or not the child was involved with the court system. Subrecipient is expected to achieve 7.70% or lower recurrence of maltreatment. The percentage of the retainage payable is dynamic and will be calculated using the straight line method between the range of 8.30% and 7.70%. The following chart demonstrates the percentage payable at certain points along the straight line.

RECURRENCE PERFORMANCE TARGETS	
7.70%	100%
7.85%	75%
8.00%	50%
8.15%	25%
8.30%	0%

- c. The methodology for calculating the foregoing performance measures together with definitions of certain terms are contained in the attached addendum entitled "Performance Measures" which is incorporated herein by reference. The performance measures and the process for determining the performance measures as set forth in the addendum entitled "Performance Measures" will be reviewed and reconciled by the parties on a quarterly basis and may be adjusted accordingly by mutual agreement of the parties.
5. In the event the subaward is terminated prior to the end of a calendar month, Subrecipient shall be entitled to payments due on a pro rata basis, provided the Subrecipient is not in default.

6. Monthly payments under Article II. are contingent upon full and complete performance of the subaward obligations. DHHS reserves the right to withhold future payments upon the failure of NFC to submit statements, documentation, and financial information for all services provided as required in the subaward, or under applicable law or regulation.
 7. In no event will the aggregate payments made pursuant to this agreement exceed the amount set forth in Article II. CONSIDERATION Section A.
 8. Variable payments will be made based on actual days in care. Subrecipient will not be paid a variable monthly payment for any child or sibling of a child whose case management has been taken over by DHHS because of a conflict of interest or other reason.
 9. Subrecipient will not be paid a variable monthly payment for any child committed to a Youth Rehabilitation and Treatment Center.
- C. The Subrecipient must track and report quarterly and annually its federal and state expenditures, including administrative costs, in a format developed and designated by DHHS. This includes, but is not limited to, reconciling its monthly financial statements to invoices for services for purposes of claiming reimbursement under Title IV-E of the Social Security Act. The reconciliations must be readily reviewable and traceable to source documentation. Source documentation includes, but is not limited to: invoices, timesheets, and other billing documents; payments to foster parents and other providers by check, electronic funds transfer, or other types of payment; and contracts, subawards, and other writings documenting the agreement of the parties relating to services and compensation. In the event that such reconciliation is not completed by the last day of the month following the end of a reporting quarter, DHHS may elect to withhold the next payment under Article II. until the reconciliation is completed.

At the end of the term of this subaward, if Subrecipient's total expenditures pursuant to this subaward, including administrative costs, are less than the compensation paid to Subrecipient, the difference will be used for actual, necessary, and reasonable expenses of Subrecipient for the identification and implementation of child welfare services in the Eastern Service Area as mutually agreed to by DHHS and the Subrecipient. These child welfare services must be consistent with those offered by DHHS as part of the statewide Federal Children and Family Services Plan and will include the following:

1. Child welfare prevention programs
2. Post reunification programs
3. Training and other capacity building for child welfare evidence-based programs such as those listed on the California Evidence-Based Clearinghouse with one of the following classification ratings:
 - a. Well supported by research evidence
 - b. Supported by research evidence
 - c. Promising research evidence

Subrecipient will provide a monthly report of services rendered and funds expended that are readily reviewable and traceable to source documentation demonstrating the funds were used in accordance with this provision. This provision shall survive the end of the term of this subaward which shall be deemed extended for 12 months for the sole and only purpose of providing these services and submitting the reports and documentation

set forth in this section.

- D. The Subrecipient is required to conform to the applicable federal agency codifications of the grants management common rule for expenditure of federal funds.
- E. All payment from DHHS to the Subrecipient will be made electronically.
- F. The Subrecipient is responsible for any and all costs associated with the production and delivery of reports. No charges for reports may be submitted under the terms of this subaward without prior approval and agreement of DHHS.
- G. Payment Errors - Should either party hereto discover payment errors, those errors will be communicated immediately to the other party by written notice. Both parties hereto shall work in good faith to correct all errors by the next billing cycle after receipt of notice.
- H. The subaward is performance based with identified outcomes. Penalties will be assessed by DHHS to the Subrecipient in the event of any of the following:
 - 1. Subrecipient fails to comply with a court order and the court imposes a financial penalty or sanction on DHHS.
 - 2. Subrecipient fails to comply with any Federal standards or requirements and a financial penalty or sanction is imposed by the Federal Government upon the State of Nebraska as a result of such failure to comply.

The amount of the penalty assessed against Subrecipient will be equal to the penalty assessed against the State of Nebraska and attributable to Subrecipient's noncompliance. If the penalty is specific to the Eastern Service Area, Subrecipient will be assessed 100% of the penalty if attributable to the subrecipient for failure to comply with any federal standards or requirements. If the penalty is a statewide penalty, DHHS will prorate the applicable amount to Subrecipient commensurate with Subrecipient's noncompliance. Penalty payments will be withheld from sums due Subrecipient under this subaward.
- I. DHHS will pay the state patrol charge(s) for processing required criminal history checks of foster/adoptive parents. NFC will ensure that NFC, its subrecipients, and vendors will obtain and make readily available for DHHS inspection all required background checks. Fingerprint background checks for foster parents will be kept in the possession of DHHS.
- J. The Subrecipient is not responsible for payment of the following:
 - 1. Services paid by Medicaid, private insurance or alternative funding source;
 - 2. Physical health care costs of children, youth and families not otherwise paid by a parent, Medicaid, or other third party.
 - 3. Services funded by State Ward Education;
 - 4. Cost of placement in the Youth Rehabilitation and Treatment Center at Kearney and Geneva;
 - 5. Adoption and Guardianship Subsidies;
 - 6. Maintenance payments for a ward's child; and
 - 7. Case management and extended services for a young adult who has entered into a voluntary services and support agreement under the Bridge to Independence

Program except those requirements under said Program that should be performed prior to the time the young adult reaches 19 years of age and is discharged from foster care.

All other costs associated with the performance of this subaward are the responsibility of the Subrecipient. This includes, but is not limited to: court ordered services for which Subrecipient is unable to secure alternate funding sources and assistance with funeral costs, if requested by family or legal guardian, for any child who dies while in the legal custody of DHHS or while being actively served under this subaward without court involvement.

- K. The Subrecipient agrees to follow all state and locally developed policies and protocols related to the authorization for the purchase of services for children, youth and families being served. This includes, but is not limited to accessing other payment sources prior to utilizing child welfare or juvenile services funds.
- L. The Subrecipient specifically agrees that any bonus, gift, extra benefit, or other payment of funds beyond base pay or salary and the Subrecipient's normal employee benefit package provided to an employee, prospective employee, Subrecipient or sub-contractor to be paid from funds provided under this subaward shall be approved by DHHS before the Subrecipient pays or commits to pay any such amount.
- M. The Subrecipient shall make payment in full to Sub-contractors for all goods delivered or services rendered on or before the forty-fifth calendar day after the date of receipt by the Subrecipient of a bill meeting the Subrecipient's requirements, as set forth in Subrecipient's written policy, protocol or contract terms with the Sub-Contractor. Payment to treatment sub-contractors delayed due to coordination of benefits with insurance providers will be paid on or before the one hundred and eightieth calendar day after receipt of a bill as described above. Nothing in this subaward is intended to create a third party beneficiary relationship with sub-contractors. This provision shall survive termination of the subaward.
- N. Monthly financial statements will be provided by Subrecipient to the DHHS within 30 days of the end of the month. The financial statements will include a balance sheet, income statement, and statement of cash flows in a format that is acceptable to DHHS. The financial statements will be prepared using the accrual basis of accounting and using generally accepted accounting principles (GAAP).
- O. Thirty days following the end of each month beginning July, 2016, an aging of accounts payable must be provided by Subrecipient to DHHS. The accounts payable aging will be consistent with the monthly financial statements provided to DHHS and list by vendor the amount owed to each vendor and: what portion of the amount owed has been due less than 30 days; what portion has been due between 30 days and 59 days; what portion has been due between 60 days and 89 days; what portion has been due between 90 days and 119 days; and what portion has been due 120 days or longer. In addition, a reconciliation of accrued expenses to the balance sheet will also be provided each month to the DHHS. Nothing in this section is intended to limit access to Subrecipient's records and information as provided elsewhere in this subaward and the terms of this section shall survive termination of this subaward.

III. STATEMENT OF WORK

A. The Subrecipient shall:

1. Accept and serve all children, youth and families referred by DHHS. This is a no reject, no eject subaward. Children and families who are served through this subaward may be court involved or non-court involved. Children, youth and families will be served unconditionally regardless of a child or family's diagnosis, history, presenting problems, family composition or behaviors.
2. Abide by all policy requirements of Nebraska Administrative Code; applicable state and federal statutes and regulations; any other applicable codes; applicable written policy directives and interpretations from or as directed by the Division of Children and Family Services.
3. Comply with the Operations Manual dated April 15, 2016 (hereinafter the Manual) as amended hereafter by mutual consent of the parties. The Manual will describe in detail the parties' required operational duties during the entire subaward period.
4. Provide service coordination and case management functions for treatment and non-treatment services for court involved and non-court involved children, youth and families as defined in the Manual and this subaward.
5. Subrecipient and its subcontractors and second tier subrecipients will pay foster families for foster care an amount consistent with the foster care reimbursement rates approved and implemented by DHHS.
6. Allow and provide DHHS access to any and all information and data collected related to the performance of this subaward.
7. Abide by all National Youth in Transition Database (NYTD) requirements as outlined in the Manual incorporated herein.
8. DHHS intends to standardize foster parent training. Subrecipient acknowledges that this is the prerogative of DHHS.
9. Guardianship Authority:
 - a. Notwithstanding any other provision of this subaward, the Subrecipient acknowledges that DHHS has legal guardianship of state wards served under the terms of this subaward, that such guardianship authority cannot be delegated to other parties, and that DHHS reserves all rights and responsibilities of a guardian unto itself.
 - b. All services in court involved cases will be in accordance with any orders issued by the court.
10. Complaints:
 - a. The Subrecipient will maintain a clear written policy regarding how to lodge complaints. A copy of this policy will be provided to children, foster parents, youth and families served under this subaward.
 - b. The Subrecipient will respond to complaints related to the performance of this subaward as directed by DHHS.

- c. If the complaint involves an issue related to a specific case, the resolution process as defined in the Manual will be used.
- d. Subrecipient will maintain a file of all complaints related to the performance of this subaward which shall be available for inspection by DHHS upon request.

11. Incident Reports: The Subrecipient shall immediately report (verbally) to DHHS all significant events which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc.).

- a. Critical Incident Report: The Subrecipient shall immediately report (verbally) to DHHS any Critical Incident. The term Critical Incident includes, but is not limited to;
 - 1. Death of a child/youth resulting from abuse or neglect;
 - 2. Near fatality, life threatening condition or serious injury of a child/youth resulting from abuse or neglect;
 - 3. Suicide, or attempted suicide of a state ward or child/youth DHHS is involved with;
 - 4. Death of a state ward or child/youth DHHS is working with by other means, accidental or non-accidental;
 - 5. Death or non-accidental serious injury of a staff person while on the job;
 - 6. Allegations or arrests of a state ward or child/youth DHHS is involved with for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault – first or second degree; aggravated or armed robbery; etc.,
 - 7. Any other event that is highly concerning, poses potential liability, or is of emerging public interest; and
 - 8. Any other incident designated by the Division Director.
- b. The Subrecipient shall provide to DHHS a written report of the Critical Incident within four (4) hours. The Subrecipient shall continue to provide information related to the Critical Incident as requested by DHHS.
- c. Other special reports shall be provided by Subrecipient as requested by DHHS.

12. Transportation Standards:

- a. The Subrecipient is responsible for providing all in-state and out-of-state transportation related to the Subrecipient's primary business of serving the needs of children, youth and families.
- b. The Subrecipient must follow all DHHS policies, rules and regulations and provisions contained in the Manual regarding transportation.
- c. The Subrecipient is responsible for ensuring that it complies with all applicable Public Service Commission regulations and requirements to the extent they apply to the Subrecipient's activities in the performance of this subaward.
- d. The Subrecipient agrees to utilize an escort for all commercial transportation services utilized for children ages 12 and under or as needed for a youth ages 13 through 18.
- e. The Subrecipient will make reasonable efforts to maintain consistency in the individual driver(s) providing transportation and/or escort services for the child or youth.

- f. The Subrecipient is responsible for all secure transportation in compliance with DHHS requirements.

13. Licensing and Approval Requirements:

- a. All foster homes must be licensed or approved as defined in policy, rules or regulations. DHHS will issue the license and is responsible for all licensing actions.
- b. Subrecipient shall ensure that persons providing foster care are in compliance with applicable State Statutes, including, but not limited to, Neb. Rev. Stat. § 71-1902.

14. Foster Parent Recruitment:

- a. The Subrecipient agrees to develop and implement a recruitment plan, and report quarterly on progress related to recruitment, utilization and retention of foster parents. The Subrecipient agrees to collaborate with DHHS in the development of the state wide recruitment plan.

15. Consent for Treatment:

- a. DHHS is solely responsible for consenting to medical care, mental health or substance abuse treatment for state wards. The Subrecipient will contact DHHS to obtain consent.

16. Sub-contractors:

- a. The Subrecipient will be held responsible for all acts and omissions related to service delivery, as well as outcomes and specified terms in this subaward.
- b. Subrecipient may not allow a sub-contractor to further sub-contract for services, other than foster family care, under this subaward.
- c. The Subrecipient will ensure that information retained by any sub-contractor meets State and Federal compliance requirements and will be available to DHHS upon request. This includes, but is not limited to, financial information and source documentation of subcontractors for Title IV-E reimbursement and audit purposes.
- d. The Subrecipient will ensure that sub-contractors meet all background check requirements outlined in this subaward and Manual.

17. Safety Standards:

- a. The Subrecipient shall immediately report any circumstances which would require a report pursuant to Neb. Rev. Stat. §28-711 to the DHHS Hotline (1-800-652-1999), or appropriate law enforcement agency, or 911 if an emergency, in addition to the assigned DHHS personnel.
- b. Upon execution of this subaward, the Subrecipient will provide documentation of its protocol for reporting suspected abuse and neglect for staff in its employ and with any subcontractors.

18. Referral Process:

- a. The Subrecipient will maintain a contact number to receive referrals 24 hours a day, every day of the year.
- b. The Subrecipient will develop a protocol with the Service Area regarding the referral process.

- c. In the event the Subrecipient believes there should be a deviation from the protocol, the Subrecipient will contact DHHS for a final decision.

19. Service Coordination and Case Management Functions:

- a. The Subrecipient will carry out case management functions except those functions DHHS notifies the Subrecipient in writing not to perform.
- b. The Subrecipient will coordinate all non-treatment and treatment services. This includes providing services to children, youth and families as well as coordinating all aspects of care, organization and planning for the children, youth and families.
- c. The Subrecipient will work collaboratively with the Administrative Service Organization (ASO) provider or Managed Care Organization (MCO) to coordinate Medicaid treatment services.
- d. The role and function of Service Coordination and Case Management and the supervision of Service Coordination and Case Management may not be sub-contracted by the Subrecipient. Service Coordination and Case Management staff must be direct employees of the Subrecipient.
- e. In the event the Subrecipient becomes aware of a conflict of interest, the Subrecipient must notify DHHS immediately. DHHS will determine how the conflict will be resolved.
- f. Subrecipient will prepare and submit to DHHS a monthly employee turnover and vacancy report in a format approved by DHHS.

20. Services:

- a. The Subrecipient will provide a complete continuum of non-treatment, non-Medicaid funded services, supports and placement resources to meet the needs of children, youth and families.
- b. The Subrecipient will be responsible to ensure that appropriate and timely mental health, behavioral health and substance abuse treatment services are provided to adult family members, children and youth.
- c. The Subrecipient agrees to follow all state and locally developed policies and protocols related to the authorization for the purchase of services to children, youth and families being served.

21. Child Placement Practices:

- a. The Subrecipient agrees that a child or youth in need of out-of-home care will be placed in an appropriate approved or licensed home or licensed facility upon prior approval from DHHS.
- b. The Subrecipient agrees that DHHS approval is required for placement of any child or youth covered under this subaward with an employee of DHHS Division of Children and Family Services, Subrecipient or a sub-contractor.
- c. All placements must have prior approval by DHHS.
- d. All placements must be documented in NFOCUS within 72 hours of a child or youth's placement except in situations beyond the control of Subrecipient. For excepted situations, Subrecipient will work with DHHS to document placement as soon as possible.
- e. The Subrecipient shall obtain and maintain an active and ongoing Child Placing Agency license with DHHS.

22. Multi-Ethnic Placement Act, (MEPA):

- a. The Subrecipient agrees to comply with the MEPA, in making placements, arranging for placements, or doing home studies for foster or adoptive families.
- b. The Subrecipient further agrees that each staff person responsible for making placements, arranging for placements, or doing home studies for foster or adoptive families, will be trained upon hiring and annually thereafter regarding the requirements of MEPA.
- c. The Subrecipient agrees to make available to DHHS documentation of this training.
- d. DHHS agrees to provide the Subrecipient with a training outline to be used in the training. The Subrecipient is responsible for copies of materials.

23. Indian Child Welfare Act, (ICWA):

- a. The Subrecipient agrees to comply with the ICWA, in making placements, arranging for placements, or doing home studies for foster or adoptive families.
- b. The Subrecipient further agrees that each staff person responsible for making placements, arranging for placements, or doing home studies for foster or adoptive families, will be trained upon hiring and annually thereafter regarding the requirements of the ICWA.
- c. The Subrecipient agrees to make available to DHHS documentation of this training.
- d. DHHS agrees to provide the Subrecipient with a training outline to be used in the training. The Subrecipient is responsible for copies of materials.
- e. NFC will develop, at no additional cost to DHHS, capacity to provide expert testimony with respect to the Indian Child Welfare Act (ICWA) as well as legal expertise relating to ICWA.

24. Court Attendance and Court Requirements:

- a. The Subrecipient will comply with all court orders.
- b. The Subrecipient agrees that the Case Manager or staff with direct knowledge of the family will be available to attend court hearings and be prepared to effectively testify if requested.
- c. Any expert witness testimony required will be at the Subrecipient's expense.
- d. The Subrecipient will ensure that all children and youth attend court, unless otherwise directed by DHHS or the Court.
- e. If the Subrecipient and DHHS are in disagreement about a recommendation to be made to the court, the resolution process shall be followed as set forth in the Manual. If resolution cannot be reached, DHHS will determine the recommendation to be presented to the Court.
- f. The Subrecipient will work with the court and DHHS regarding court orders that do not meet federal and statutory requirements.

25. Aftercare:

- a. Aftercare is not required under this subaward.

26. Independent Living

Independent living services will be provided by the Subrecipient as defined in the Manual.

27. Performance Standards

a. The Subrecipient is responsible for meeting case management and outcome measures established by DHHS and federal authorities. Indicators have been developed as benchmarks to guide performance. The Subrecipient is expected to develop strategies which contain the action steps necessary to achieve outcome measures. When quarterly indicators are not met, at the discretion of DHHS, notification will be given to the Subrecipient which will then develop and submit a Performance Improvement Plan that contains specific and measurable strategies that will immediately rectify Subrecipient's performance. The Performance Improvement Plan must be submitted to DHHS within fourteen business days from time outcome data is provided to the Subrecipient and must be approved by DHHS. The data source will be DHHS COMPASS Round II and Round III Measures, the DHHS Continuous Quality Improvement (CQI) Report, or other performance results deemed pertinent by DHHS such as CFSR items 1-18 case reviews in conjunction with or independent of the CFSR federal review. Subrecipient agrees to cooperate with DHHS in the development of any desired outcomes, performance measures, and reporting requirements necessary for implementation of the Division of Children and Family Services' Results Based Accountability initiative. As a licensed Child Placing Agency, the Subrecipient agrees to collect and report Results Based Accountability Performance Measure Data in accordance with, and as described in the Operations Manual. The Subrecipient agrees to require applicable subcontractors of the subrecipient to collect and report Results Based Accountability Performance Measure data to DHHS in accordance with the reporting requirements provided by DHHS.

28. Subrecipient will comply with the Interstate Compact on the Placement of Children (ICPC) process and policy regarding visiting state wards placed in other states. The monthly contact requirements should be included in the information submitted to the ICPC receiving state. Monthly visit requirements may be satisfied by receiving state case workers or DHHS case workers who are also visiting state wards in out of state placements. Subrecipient will collaborate with receiving state case workers and DHHS to avoid unnecessary travel out of state by Subrecipient's employees.

29. Coordinated Response

Subrecipient will comply with the terms of the Coordinated Response Initiative set forth in the Operations Manual.

B. Administrative Standards - The Subrecipient shall do the following:

1. Subaward Requirements:

- a. Prior to or during this subaward, the Subrecipient shall complete a Business Associates Agreement with DHHS as requested.
- b. Prior to or during this subaward, the Subrecipient shall complete a Social Security Administration Access Agreement as requested.
- c. Prior to or during this subaward, the Subrecipient shall complete all paperwork to request External Access to DHHS computer system. This includes initial and ongoing requests and documentation for each employee needing access to DHHS computer system.
- d. The Subrecipient agrees to use DHHS Computer System (N-FOCUS) as the only authorized case management system to fulfill the terms and conditions of this subaward.

- e. The Subrecipient will maintain its existing accreditation relevant to the services provided under the terms of this subaward agreement.
2. Background Checks: The Subrecipient will ensure all background checks have been completed on all employees, interns, and volunteers, including any previous names used, if it is foreseeable that the individual may have contact with children, youth and families in the performance of this subaward. This section is not applicable to foster family care. Requirements for foster family care are contained in licensing standards and policy.
- a. Background checks will include a check of the following:
 - 1. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol
 - 2. Nebraska Child Abuse and Neglect Central Registry
 - 3. Nebraska Adult Abuse and Neglect Central Registry
 - 4. Nebraska State Patrol Criminal Background Check
 - 5. Nebraska Department Motor Vehicles Check for License Point Status
 - 6. References
 - 7. Drug Test for staff providing service coordination or case management, and staff providing transportation to children, youth and families under this subaward
 - 8. Internet search with an appropriate search engine.
 - b. In addition, for all employees, interns, and volunteers who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children, youth and families in the performance of this subaward, the Subrecipient will also perform the following checks in the individual's prior states of employment or residence:
 - 1. Criminal history check for each state in which the individual resided or worked
 - 2. Sexual Offender Registry
 - 3. Child and Adult Abuse and Neglect Central Register/try
 - 4. State repository of driving records

If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Registry, or a similar registry, the Subrecipient shall complete criminal background checks in the cities, counties and states of previous residence.

- c. The Subrecipient will complete the initial background checks before the individual has direct unsupervised contact with any youth.
 - 1. If a background check results in any non-traffic record being identified, the Subrecipient shall not allow the individual to have direct unsupervised contact with any youth.
 - 2. All required background checks must be current within two (2) years for each employee.
 - 3. All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
 - 4. If a background check results in a non-traffic record being identified, the Subrecipient shall develop a process to review and determine if it wants to request DHHS approval for an employee, intern, or volunteer to have direct unsupervised contact with a child or family referred by DHHS.

Requests for an exception shall be made in writing to DHHS and will include the name and background information, along with supporting documentation from the Subrecipient as to why Subrecipient believes that such person does not pose a threat to children or families. DHHS shall have 10 business days to respond to such a request. Failure to respond shall not constitute approval by DHHS. All documentation related to the process is maintained in the Subrecipient's staff personnel records.

5. The Subrecipient agrees to cooperate with the DHHS personnel file review process. DHHS will review a random sample of the subrecipient's personnel files on a quarterly basis. The sampling method will be provided by DHHS and outlined in the Operations Manual.
 - d. The Subrecipient will ensure that all subcontractors will complete all background checks on any employee, intern or volunteer if it is foreseeable that that individual may have direct contact with court and non-court involved children and their families during the course of providing direct services in performance with this Subaward. Background checks shall be completed before the individual has direct contact with children and their families and every two (2) years thereafter. This requirement is not applicable to those subcontractors that are subject to regulation, licensing, or certification requirements that include background checks on themselves and their staff.
 - e. The Subrecipient must make arrangements with a qualified professional for the purpose of conducting drug tests. The criteria listed below must be applied when drug tests are completed:
 1. The sample will be tested qualitatively for at least the following substances.
 - a. Amphetamines,
 - b. Cocaine metabolite,
 - c. Marijuana,
 - d. Opiates, and
 - e. Phencyclidine PCP.
 2. The Subrecipient will submit to DHHS the Subrecipient's policies and procedures regarding the handling of positive initial screening results.
 3. The Subrecipient must comply with all state and federal laws requiring or allowing reporting of positive test results to professional licensing boards, regulatory bodies, or other appropriate oversight entities.
3. Hiring Standards:
- a. Staff carrying out Case Management, permanency support, and network service referral functions and Supervisors of staff carrying out those functions must have a minimum of a Bachelor's Degree in social work, psychology, counseling, human development, education, criminal justice or other closely related area. Another Bachelor's Degree together with equivalent case management or human services experience is also acceptable.
 - b. Verification of the employee's college education must be maintained by the Subrecipient.
 - c. Providers of direct services must meet the minimum education/certification requirements as outlined in implementation of any Evidence Based or Promising Practice.
 - d. The Subrecipient will make all attempts to hire culturally competent staff based on the demographics of the community for which the Service Coordinator/Case Manager is working.

4. Laws Violations by Employees
 - a. The Subrecipient is required to report within 24 hours to the Subaward Liaison any non-traffic arrest or convictions of an employee who may have contact with children, youth and families in the performance of this subaward.
5. Required Reports: The Subrecipient agrees to prepare and submit reports as defined in the Manual or as requested by DHHS.
6. Disagreement Resolution: In situations when the Subrecipient and DHHS are in disagreement, the resolution process as set forth in the Manual will be followed. The Director of the Division of Children and Family Services will be the final decision maker provided, however, that neither party will be precluded from pursuing other remedies for breach of this subaward as allowed by law.
7. Quality Assurance: The Subrecipient shall perform Quality Assurance pursuant to this subaward. The Subrecipient will develop, implement and monitor improvement plans based on outcomes of quality assurance and subaward/contract monitoring results conducted by DHHS and Subrecipient's internal Quality Assurance system.
8. Information Systems:
 - a. The Subrecipient agrees that DHHS computer system access will only be granted to employees of the Subrecipient. DHHS computer system access will not be granted to sub-contractors or employees of sub-contractors without the express written consent of the Director of the Division of Children and Family Services or the Director's designee.
 - b. The Subrecipient agrees that all information accessed, stored, or processed in DHHS computer systems N-FOCUS, MMIS, and CHARTS is the sole property of DHHS; Subrecipient employees are granted access to this information under the terms and conditions of this subaward. All information collected and compiled by the Subrecipient on behalf of DHHS under the terms and conditions defined in this subaward is the sole property of DHHS and subject to all privacy and security safeguards defined by DHHS.
 - c. The Subrecipient agrees to access DHHS Computer Systems N-FOCUS, MMIS, and CHARTS data systems only through DHHS supplied CITRIX access and encryption technology.
 - d. The Subrecipient agrees that unique access log-on accounts into DHHS Computer Systems N-FOCUS, MMIS, and CHARTS data systems will be assigned to each individual and that the logon account may only be used by the individual to which it is originally assigned.
 - e. The Subrecipient agrees that they will assign a security administrator for all their sites with the duty and responsibility to immediately:
 1. Notify DHHS Help Desk when a Subaward employee is terminated or leaves employment so the Help Desk may terminate the employees Citrix access and the Subrecipient agrees not to allow any other Subrecipient employee to use the log-on access of a terminated employee.
 2. Notify DHHS Help Desk when a new employee is hired including compiling and sending all necessary original documentation to DHHS. All documentation and

necessary information must be received before the request for a new user log-on access will be accepted.

- f. The Subrecipient agrees to meet compliance requirements for all applicable State and Federal Physical, Administrative, and Electronic safeguard standards (as per safeguard publication listed below) and abide by DHHS Information Technology Policies that govern the appropriate use of, disclosure of, privacy of, and security of information provided by DHHS or compiled by the Subrecipient on behalf of DHHS under the terms and conditions defined in this subaward.

Safeguard Publications

1. Health Insurance Portability Accountability Act of 1996 (HIPAA) Privacy Rule 45 CFR Part 160 and Subparts A and E of Part 164
 2. HIPAA –Security Rule 45 CFR Part 160 and Subparts A and C Part 164
 3. Internal Revenue Service (IRS) - Publication 1075
 4. Social Security Administration (SSA) - Computer Match Agreement
 5. DHHS Information Technology Policies
- g. The Subrecipient agrees that DHHS or any applicable State or Federal agency with jurisdiction (i.e. OCR, IRS, SSA, DHHS, or State Auditor's Office) may conduct unannounced compliance inspections relating to the Physical, Administrative, and Electronic safeguards defined in the publications listed above.
 - h. The Subrecipient understands that it will be held responsible for all criminal and civil penalties for actions of the Subrecipient or anyone in their employ as defined in the publications listed above.
 - i. The Subrecipient agrees to immediately notify DHHS HIPAA Privacy/Security Office of any suspected loss of, theft of, inappropriate disclosure of, unauthorized access of, or destruction of and/or corruption of DHHS information obtained from DHHS computer systems and agrees to comply with incident reporting criteria as defined in applicable Business Associates Agreements and the publications listed in Article III. SCOPE OF SERVICES Section B. 8. f. above.
 - j. The Subrecipient agrees to comply with the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 §§ 87-801 through 807 any time there is a suspected loss of personal information as defined in the Revised Statute.
 - k. The Subrecipient agrees that only Subrecipient owned and supported desktop workstations, laptop computers, or mobile wireless devices are permitted to access, process, or store DHHS information or access DHHS computer systems as defined under the terms of this subaward, unless otherwise agreed to in writing between the parties.
 - l. The Subrecipient agrees that all DHHS information stored, processed, emailed, or otherwise transmitted on mobile devices including laptop computers, will be encrypted at all times using DHHS approved technology.
 - m. The Subrecipient agrees to immediately notify DHHS of any lost or stolen computer hardware that may have been used to access, process, or store DHHS information or DHHS computer systems.
 - n. The Subrecipient is responsible for all computer hardware support, the movement of all computer equipment, any needed network support, server and LAN printer support and software installation and configuration.
 - o. The Subrecipient will appoint a technology coordinator as the primary contact between the Contactor and DHHS to address IT related issues.

- p. The Subrecipient agrees it is their responsibility to provide necessary Internet connections to support Subrecipient employee access to DHHS computer systems via CITRIX.
- q. The Subrecipient is responsible for purchasing all hardware and software.
- r. The Subrecipient is responsible for upgrading equipment and software as necessary to continue to access required DHHS computer systems.
- s. Citrix: DHHS will provide an appropriate number of Citrix licenses for remote access to the DHHS computer system. DHHS will determine the level of access granted and the applicability of each request.
- t. Database: DHHS will provide access to data contained within the State's information system.
- u. DHHS will receive and route production support calls regarding DHHS computer systems.
- v. The Subrecipient understands that remote office and home office work sites are permitted under the terms of this subaward provided each location meets the compliance requirements as detailed in publications listed in Article III. SCOPE OF SERVICES Section B. 8. above. DHHS information may only be accessed from or stored on a Subrecipient owned and supported computer or electronic device at these locations unless otherwise agreed to in writing by the parties. The Subrecipient agrees to ensure all communication transmissions from remote sites, including e-mail, use DHHS approved encryption technology.
- w. The Subrecipient agrees to ensure that reasonable and appropriate actions have been taken to ensure remote work sites meet compliance requirement and will perform and document annual physical site reviews for all remote office and home office locations. The site safeguard reviews will include inspection of physical, administrative, and electronic safeguards implemented at each location. Documentation will include any noted deficiencies, recommendations, and actions taken to address noted deficiencies. Site safeguard review documentation will be made available upon request to DHHS agents or other applicable compliance officers with jurisdiction (see Article III. Section B. 7. above).
- x. The Subrecipient agrees to ensure Subrecipient employees take all appropriate physical and electronic safeguard precautions when accessing DHHS information from a remote worksite including home offices, client residences, hotel rooms, or any other public location.
- y. The Subrecipient understands that wireless laptops are permitted under the terms and conditions of this subaward and agrees to implement policies that address the physical security of mobile devices, the risk of using unsecured wireless connections, and rules of behavior that govern the appropriate use and safeguards Subrecipient employees must take when using mobile devices outside Subrecipient office locations.
- z. The Subrecipient must utilize either an assigned State of Nebraska domain Outlook email account or the state's encrypted secure e-mail system when e-mailing communication that may contain HIPPA defined electronic protected health information and/or any other private and confidential information defined by DHHS.

9. Tobacco Smoke Prohibited 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 is 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. The Subrecipient agrees to 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. The Subrecipient agrees to prohibit smoking in any vehicle operated by its employees/staff when transporting children while providing services under this Subaward.

10. Insurance

a. INSURANCE COVERAGE AMOUNTS REQUIRED

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

2. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

3. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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4. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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b. EVIDENCE OF COVERAGE

The Subrecipient should furnish DHHS with a certificate of insurance coverage complying with the above requirements. The certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Subrecipient to maintain such insurance, then the Subrecipient shall be responsible for all

reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to DHHS when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

11. Release of Identifying Information.

- a. No photographs or slides or other identifying information regarding a child or youth may be released for use on posters, in presentations, press releases, newsletters etc., without the written consent of DHHS and agreement of the parent, if parental rights are intact.

12. Professional Development/Training:

- a. The Subrecipient shall provide Service Coordinator/Case Manager training as approved by DHHS, at no additional cost to DHHS. Subrecipient is deemed an organization under contract with DHHS for purposes of providing initial training of all Subrecipient's case managers and shall use the same program for initial training used for all case managers employed by DHHS. DHHS shall create a formal system for measuring and evaluating the quality of such training. All case managers shall complete a formal assessment process after initial training to demonstrate competency prior to assuming responsibilities as a case manager.
- b. The Subrecipient shall provide opportunities for staff to receive 24 hours of annual professional development training.

13. Performance Outcomes and Accountability:

The Subrecipient will be accountable for the Outcome Measures set forth in this subaward.

14. Foster Care Review Office (FCRO):

- a. The Subrecipient agrees it is subject to and will comply with state law regarding the FCRO.

15. Ombudsman:

- a. The Subrecipient agrees they are subject to and will comply with state law regarding the Office of Public Council (Ombudsman).

16. Cost Allocation Plan: The Subrecipient shall have and maintain a cost allocation plan and methodology in a form acceptable to DHHS to enable DHHS to claim federal funding under Title IV-E of the Social Security Act. NFC, its subrecipients and vendors will separate direct foster care payments from other service delivery expenses and keep records that are readily reviewable and traceable to source documentation in a form acceptable to DHHS including, but not limited to, payments to foster parents by check, electronic funds transfers, or other payment types. NFC will develop and maintain a plan to track, report, and retain all information needed for Title IV-E maintenance claiming. DHHS reserves the right to require amendments to the cost allocation plan and methodology in furtherance of administration of the Title IV-E program and Subrecipient will implement any such amendments within 30 days after DHHS has given notice that such amendments are required.

NFC will input paid expenditures that tie to its financial statements into the N-FOCUS system on a monthly basis by no later than 30 days following the month services were provided. NFC will adjust its financial statements related to direct services if the paid claims change. The failure to prepare and follow an acceptable cost plan or to provide timely verification of paid expenditures in the N-Focus system that tie to NFC's financial statements and source documentation results in the inability of DHHS to claim federal IV-E funding. DHHS, at its sole option, may assess a penalty against NFC equal to the amount of Federal IV-E funding lost during each Federal IV-E quarterly reporting period due to the failure of NFC to properly document and input into the N-FOCUS system reimbursable foster care maintenance payments or to properly submit reimbursable administrative expenses pursuant to an approved cost allocation plan. DHHS may withhold the penalty from future payments due to NFC under Section II of this subaward. This provision will survive the termination of this subaward.

17. Board of Directors:

In accordance with LB 821 (2012), by September 1, 2012, Subrecipient shall maintain a Board of Directors of which at least fifty-one percent of the membership is comprised of Nebraska residents who are not employed by the Subrecipient or by a sub-contractor of the Subrecipient.

18. Direct Services:

Subrecipient shall not directly provide more than thirty-five percent of direct services required under this subaward.

19. Additional Reporting Requirements:

Subrecipient will timely provide any information requested by DHHS necessary to complete reports required by any applicable Federal or State law or regulation.

20. Readiness Assessment:

Subrecipient will timely provide any information requested by DHHS necessary to complete any readiness assessment developed by DHHS.

- C. N-Focus Documentation: Subrecipient shall input documentation for services provided to children, youth and families through N-FOCUS using a format prescribed by DHHS. The Subrecipient shall input documentation for all services provided, except Service Coordination and Case Management activities. The documentation must be readily reviewable and traceable to source documentation and reconcile to Subrecipient's financial statements so as to qualify for federal IV-E claiming. The Subrecipient shall submit statements for direct services at its discretion but no later than 30 days following the end of the month in which the service was provided, except in the instances of payment for treatment services denied by the Administrative Services Organization (ASO) or Managed Care Organization (MCO). The obligation to input documentation, including but not limited to, source documentation of all services provided shall survive the termination of this subaward.

Joint Responsibility-DHHS and the Contractor agree to jointly:

1. When non-medically necessary treatment is ordered by the court, the parties will work together to identify alternatives for the court's consideration.

2. Subrecipient will cooperate with DHHS with respect to any services or reporting required pursuant to any IV-E waiver approved by the federal government.
3. Subrecipient agrees to implement Results Based Accountability initiative in compliance with the Federal Title IV-E waiver administered by DHHS. NFC will include performance measures, indicators, and outcomes in contracts with its subcontractors and second-tier subrecipients that mirror those DHHS has with its contractors and subrecipients. Any changes to the performance measures, additional contract language that could affect the implementation of RBA, or any other programmatic changes with NFC's subcontractors and subrecipients must be approved by DHHS prior to implementation. NFC will oversee the implementation of RBA with its subcontractors and second-tier subrecipients, and agrees to adhere to the principles of the RBA program with its subcontractors and second-tier subrecipients. NFC will ensure its subcontractors and second-tier subrecipients enter all necessary data in the RBA scorecard as prescribed by DHHS. NFC agrees to provide all documentation and data necessary for the completion of the Title IV-E waiver evaluation.

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
<i>\$100,000 to \$749,999</i>	<i>Financial Statement Audit</i>
<i>\$750,000 or more in federal expenditure</i>	<i>Single Audit</i>

- J. **DATA OWNERSHIP AND COPYRIGHT**. Except as otherwise provided in the Federal Notice of Award, DHHS shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this 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/2-201.html> 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.
- MM. CLEAN AIR ACT. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- NN. WHISTLEBLOWER PROTECTIONS. The Contractor shall comply with the provisions of 41 U.S.C. 4712, which states an employee of a contractor, subcontractor, grantee, or

subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

1. The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
2. The Contractor shall include this requirement in any agreement made with a subcontractor or subrecipient.

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 subaward, shall mean Subrecipient.
- 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 subaward, 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, Subrecipient, Unsecured Protected Health Information, and Use.
- E. The Subrecipient shall do the following:
 1. Not use or disclose protected health information other than as permitted or required by this subaward, 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 Subaward 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 Subaward 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. Subrecipient 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 Subaward through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the DHHS. The Subrecipient 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 subrecipients that create, receive, maintain, or transmit protected health information on behalf of the subrecipient agree to the same restrictions, conditions, and requirements that apply to the Subrecipient 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 Subrecipient 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 Subrecipient is permitted to use and disclose protected health information:

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

G. The Subrecipient 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:

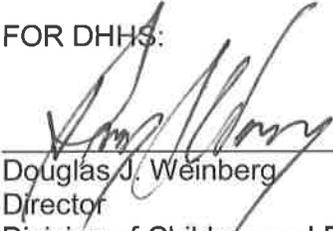
Douglas J. Weinberg, Director
NE Department of Health & Human Services
PO Box 95026
Lincoln, NE 68509-5026
(402) 471-1878

FOR SUBRECIPIENT:

David P. Newell, President and CEO
Nebraska Families Collaborative
2110 Papillion Parkway
Omaha, NE 68164
(402) 492-2530

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, and the individual signing below has authority to legally bind the party to this subaward.

FOR DHHS:

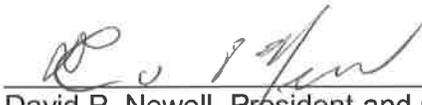


Douglas J. Weinberg
Director
Division of Children and Family Services
Department of Health and Human Services

DATE:

4/26/16

FOR SUBRECIPIENT:



David P. Newell, President and CEO
Nebraska Families Collaborative

DATE:

April 15, 2016

**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

Subrecipient's Name Nebraska Families Collaborative

Address: 2110 Papillon Parkway

City: Omaha **State:** NE **Zip Code:** 68164

Subrecipient's Fiscal Year January 1, 2016 to December 31, 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. 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 
Name David P. Newell
Title President + CEO

Date April 15, 2016

Subrecipient Reporting Worksheet

Section A – Federal Award Information

Federal Award Identifier Number (FAIN) 1601NEFOST

(Must Match Notice of Award)

Federal Awarding Agency Name Administration for Children and FamiliesAward Date 10/1/15CFDA Program Number 93.658

(Must Match Notice of Award)

Subaward Amount From This

Award: \$ _____

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

Section B – Subrecipient Information

Subrecipient DUNS 011367579

(Unique Entity Identifier)

Subrecipient Name Nebraska Families Collaborative (NEFC)Subrecipient Address: Street 2110 Papillion ParkwayCity Omaha State NECountry USA Zip Code + 4 68164-3630Congressional District Second Congressional DistrictAmount of Subaward \$ 59,956,000.00 Subaward Date July 1, 2016Subrecipient Principal Place of Performance: City Omaha State NECountry USA Zip Code + 4 68164-3630Congressional District Second Congressional District

Subaward Number _____ (y3 number assigned once approvals completed)

Signature Date _____ (Date Subaward signed by DHHS or last party)

Subaward Project Description To provide case management and an individualized system of care for families and their children and youth who are wards of the Nebraska Department of Health and Human Services involved in the Child Welfare or Juvenile Court System or who are non-court involved children and families involved in the Child Welfare System. Service delivery, service coordination, and case management functions will be provided for families served in the Eastern Service Area.

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

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) _____	
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: \$ _____

Federal Award Identifier Number (FAIN) _____	
Federal Awarding Agency Name _____	Award Date _____
CFDA Program Number _____	Subaward Amount From This Award: \$ _____

Amount funded from Federal Grants	\$ _____	total of grants in Section A
Amount funded from State General Funds	\$ _____	
Amount funded from State Cash Funds	\$ _____	
Amount funded from Federal Cash Funds	\$ _____	fed sources other than grants
Total amount funded from all sources	\$ _____	should equal total of subaward

Performance Measurements

Data for recurrence of maltreatment and re-entry into foster care will be reported to NFC monthly by DHHS. Data from the monthly reports will be used to create a monthly fraction with the numerators and denominators described below. Once determined, the monthly numerators and denominators will remain constant but will be summed to calculate a year-to-date percentage. The year to date percentage will be used in the calculation of retainage payable quarterly with a reconciliation at the end of the term as set forth in the subaward. DHHS will provide NFC both the raw data and the performance measure calculations for each month by the 20th day of the following month.

Measure – Recurrence of Maltreatment within 12 months, CFSR Round III Data Indicators basis.

Definitions –

- a) This measure uses the logic of the Federal CFSR Round 3 data indicators for Recurrence of Maltreatment within 12 months.
- b) This report utilizes a rolling 24 month period and is used to determine the percent of youth that have a second substantiated event within 12 months of the first one.
- c) The finding of the investigation is determined by the DHHS Initial Assessment team and substantiation includes intake findings of Agency Substantiated and Court Substantiated.
- d) Multiple reporter allegations within 14 days and multiple reporter allegations as indicated in N-Focus are excluded.
- e) Victims age 18 or older are excluded.
- f) Numerator = Of the children in the denominator, the number who had another substantiated maltreatment report within 12 months of the initial report.
- g) Denominator = The number of children with at least one substantiated maltreatment report in a 12 month period.
- h) For purposes of this performance measure, youth in the denominator are limited to the sum of (a) and (b) below.
 - a. Youth with one substantiated report - Count of youth that had an open case within 12 months of initial substantiation in Douglas or Sarpy counties.
 - b. Youth with recurrence - Youth that had an open case between the initial and second substantiation in Douglas or Sarpy Counties.
 - c. An open case is defined as all youth with a legal status in N-Focus as determined by the begin and or end date.

Measure – Re-entry into foster care within 12 months of reunification. CFSR Round II Data Indicators basis.

Definitions –

- a) This measure uses the logic of the Federal CFSR Round 2 data indicators for Re-entry within 12 months of reunification. This report utilizes a rolling 24 month period and is used to determine the percent of youth that re-enter out of home care within 12 months of being reunified.
- b) Reunification is defined as the youth returned to the parent(s) or caretaker(s). Adopted youth, Independent living and Guardianship permanencies are not considered reunified.
- c) Youth in care at age 18 or higher are excluded.
- d) Foster care excludes initial placements at a locked facility or medical hospital.
- e) If a youth has multiple entries within 12 months, only the first re-entry counts.

- f) Denominator = The count of all youth reunified during the 12 month period regardless of entry date.
- g) Numerator = The count of youth in the denominator that were placed in foster care within 12 months of prior reunification date.