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**INDEPENDENT LIVING, PREPARATION FOR ADULT LIVING AND TRANSITIONAL LIVING
SERVICE SUBGRANT**

BETWEEN

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

AND

OMAHA TRIBE OF NEBRASKA

This subgrant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **OMAHA TRIBE OF NEBRASKA** (hereinafter "Subrecipient").

CFDA Title & #:	<u>93.674</u>	Federal Agency:	<u>Administration for Children and Families</u>
Award Name:	<u>John H. Chafee Foster Care Indendence (Chafee ILP) Program</u>	Federal Award Identifier #	<u>G-1401NE1420</u>
Issue Date:	<u>11/06/13</u>	This award is not for research and does not include ARRA funds.	
Award Date:	<u>10/1/13-9/30/15</u>		

PURPOSE. The purpose of this subgrant is to design and deliver programs at various stages to serve older tribal youth who have been identified to remain in foster care until age 19 years of age and young adults up to age 21 who are former youth living on the reservation achieving independence. John H. Chafee funding will offer assistance through the following:

1. Develop and sustain programs that will help youth in foster care make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention, and preventive health activities (including smoking avoidance, nutrition education, and pregnancy prevention).
2. Collaborative programming through community supports and connections will help youth who are likely to remain in foster care until 19 years of age receive the education, training, and services necessary to obtain employment.
3. Sustain programming that will help youth who are likely to remain in foster care until 19 years of age prepare for and enter postsecondary training and education institutions.
4. Services will provide financial, housing, counseling, employment, education, and other appropriate support and services to former foster care recipients between 19 and 21 years of age to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood.

I. PERIOD OF PERFORMANCE AND TERMINATION

A. **TERM.** This award is in effect from October 01, 2014 the effective date through September 30, 2015, the completion date.

- B. **TERMINATION.** This subgrant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this subgrant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF SUBGRANT." In the event either party terminates this subgrant, the Subrecipient shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this subgrant immediately.

II. AMOUNT OF SUBGRANT

- A. **TOTAL SUBGRANT.** DHHS shall pay the Subrecipient a total amount, not to exceed \$19,835.00 (nineteen thousand, eight hundred thirty five dollars) for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS agrees to pay the Subrecipient monthly payments upon submittal of a request for reimbursement of actual, allowable and reasonable expenditures by the Subrecipient for the services specified herein and in accordance with the attached budget (Attachment 3). Payment will be made upon receipt of a monthly report, invoice and the monthly expenditure report.
 2. The Subrecipient is responsible for any and all costs associated with the production and delivery of reports.
 3. The Subrecipient agrees not to accept payment from the youth or family of the youth unless an established part of DHHS' case plan includes a fee for service.
 4. The Tribe will continue to employ an individual with knowledge in finance, or contract with an outside professional provider with sufficient expertise to fulfill this function. This position (Revenue & Compliance Administrator) is responsible to develop and implement internal fiscal controls that meet generally accepted accounting principles as well as applicable state and federal regulations that can be sustained within the tribal infrastructure.

The employee in this position will ensure that on-going education and training is provided to program staff regarding their responsibilities related to preparing and reviewing program budgets; and maintaining fiscal accountability related to expending state and federal grant funds.

The Revenue & Compliance Administrator will possess: 1) Bachelor's Degree in accounting or finance and five years of specific experience is preferred; 2) Associate's Degree in accounting and 10 years of specific experience in administration of state and federal contracts, with special emphasis on state and federal billing methods; 3) Familiarity in full-charge claims and contract administration with state and federal administration; 4) Claim and billing familiarity with any Medicare/Medicaid or associated waivers; 5) Advanced knowledge and skills with computer and billing systems; and 6) Current knowledge of GAAP, GASB and other financial accounting principles are required.

The Tribe may seek approval from DHHS to hire someone with lesser qualifications than a Bachelor's Degree in accounting or finance and five years of specific experience. The DHHS may approve this request based on the skill and experience of the applicant. The Tribe will co-interview this position with DHHS. This position must be in place the entire term of this agreement. If the position is vacant, the Tribe will have 30 days to fill the

position. If the position is not filled within the 30 day time period, all payments to the tribe will be suspended until the position is filled.

5. The Tribe shall submit the 2013 Audited Financial documents to DHHS no later than November 30, 2014.

- C. **BUDGET CHANGES.** The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the subgrant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

III. STATEMENT OF WORK

- A. The Subrecipient shall: Provide preparation, transition, and independent living services to support foster youth residing on reservation land, expected to age out of the foster care system and former foster youth up to age 21 living on reservation land. These services will be provided to teach, encourage, and maintain self-sufficiency as youth transition from DHHS and/or tribal foster care system. These services will be family and youth focused, community based, culturally competent, and developmentally appropriate. These services are defined as follows:
 1. Preparation: a process to assess and assist the youth in preparing for self-sufficient adulthood which can be obtainable through formal and informal modeling and teaching of skills, recognizing values and establishing achievable goals.
 2. Transition: the process to assess, support, practice and monitor the youth's ability to successfully apply learned skills in a semi-supervised living arrangement.
 3. Independence: the act of applying learned skills and demonstrating self-sufficiency with the community and having connection to a natural support network.

The goal of services provided shall be to assist Nebraska's youth to:

- a. Have sufficient resources to meet their daily living needs;
- b. Have a stable and safe place to live;
- c. Attain academic or vocational educational goals;
- d. Have a connection to caring adults in their lives;
- e. Avoid illegal activities;
- f. Postpone parenthood;
- g. Have access to physical and mental health services.

Services can be delivered to youth, and those working with the youth, through group training or training on a one-to-one basis.

- B. The Subrecipient agrees to:
 1. Provide youth development and youth leadership opportunities for Tribal Youth.
 2. Maintain and support the Tribal Youth Council. Involve the Tribal Youth Council in the process of identifying and communicating the needs of the tribal youth.
 3. Incorporate youth development strategies, including youth leadership training and opportunities to experience leadership roles, into the policies and procedures that oversee the Subrecipient's youth programs, youth council and community activities.

- C. Preparation Services.

The Subrecipient will:

1. Develop and carry out a basic core self-sufficiency skills training for caregivers, case managers, and youth which will include:

- a. Use of the Ansell-Casey Life-skills Assessment (ACLSA). Another assessment tool may be used upon written approval of DHHS.
 - b. Use of standardized self-sufficiency/preparation for adult living plan. The plan must fit with the assessment tool used.
 - c. Use of appropriate resource materials relevant to core skills in: daily living, housing, transportation, work and study skills, money management, community resources, self-care, personal and social development.
 - d. Use of necessary training tools. Such tools can be located by using the resources online with Casey Life-skills. Others may be developed to include culturally specific training approaches and materials.
 - e. Use of input and consultation from youth in the development of the curriculum, or selection of developed curriculum, and youth delivery of components of the curriculum as needed.
 - f. One-to-one training opportunities for youth.
2. Offer training in preparation for self-sufficiency that includes, but is not limited to information in the following areas:
 - a. Hard Skills:
 - 1) Daily Living (i.e., nutrition, menu planning, grocery shopping, meal preparation, clean-up, home cleaning, clothing care, home safety and repairs);
 - 2) Housing/Transportation (i.e., renting, leasing, roommates, using public transportation, purchasing a vehicle, getting a driver's license, buying insurance, car repairs and maintenance);
 - 3) Work Skills and Study Skills (i.e., interests and career choices, interviewing for jobs, understanding benefits, locating employment and completing an education);
 - 4) Money Management (i.e., budgeting, bill paying, banking, taxes, loans, credit cards and comparison-shopping).
 - b. Soft Skills:
 - 1) Community Resources (i.e., knowing where to go to get what might be needed, using the yellow pages, phone book, service agencies listings, doctors, knowing your neighbors, voting, and volunteering);
 - 2) Self-care(i.e., personal hygiene, health care, handling stress, alcohol, tobacco, drugs, relationships and sexuality);
 - 3) Personal Development (i.e., self-esteem, cultural awareness, communication, relationships with others and leisure time);
 - 4) Work and Study Skills (i.e., organizational skills, decision making, having an environment conducive to study and relations with peers and bosses).
 3. Offer consultation, technical assistance, and support to foster parents, residential care providers, and CFS Specialists, as it relates to preparing youth for self-sufficiency in the areas of assessment, plan development, resources, cultural competencies, and strategies for youth 16-21 years of age.

D. Transitional and Independent Living Services.

The subrecipient will:

1. Provide consultation to caregivers for youth that need additional support or follow-up beyond the usual and customary support offered in foster homes and other residential care facilities. Such consultative work can include: phone consultation or face-to-face involvement in a team meeting for a youth to offer knowledge and expertise of assessment and planning, resources, cultural competencies, community supports, learning tools.
2. Accept referrals and provide Transitional Living Support Services for youth, male or female, including pregnant and parenting teens that are within six months of transition from a foster home or other residential service to independence.
3. Serve any youth living on reservation land, including youth from tribes other than the Subrecipient's, and youth that are not Native American. The Subrecipient is the primary

service provider of preparation and transitional living services offered to youth living on reservation land. The allocation of Chafee dollars to the tribe are the first used resources for these services.

4. Assess the availability of all other community resources offering transitional living services to serve the youth in a timely manner prior to accepting a referral. The Subrecipient will not duplicate the efforts of another transitional living support service and will not accept a referral for services when another transitional living program is engaged with a youth. The only exception is in consultation with another service provider for the successful transfer of supportive services to a youth from one service provider to the other.
5. Keep a record of names, dates of referral and denial, CFS Specialist involved, and identified service alternatives for all youth that the Subrecipient was unable to serve due to limited resources. When the Subrecipient is unable to serve youth referred, the Subrecipient will play a consultative role in identifying alternatives for supportive services with the CFS Specialist. The Subrecipient's information about youth they were unable to serve will be used to determine what services were provided to these youth through other resources.
6. Accept self-referrals from youth who are former foster youth but have aged out of the foster care system.
7. Provide staff to meet with youth about the transitional living program and review guidelines. Staff will conduct an independent living assessment on each youth using the Ansell-Casey Life Skills Assessment (ACLSA) (another assessment may be used upon written agreement of DHHS).
8. Develop an transitional living plan with the participation of the youth, their case manager, and family members when appropriate, (assessment and plans should be current within 12 months or more frequently as needed). The Transitional Living Plan will contain all elements outlined in Ne Rev. Stat. 43-1311.03.
9. Assist youth in locating and leasing safe, secure, affordable living quarters.
10. Provide contacts to include face-to-face life skills training and consultation with the youth in such areas as meal preparation and nutrition, daily scheduling, time management, home management, financial management, accessing medical care, utilizing transportation systems, and building interpersonal and problem solving skills.
11. Assist youth in completing and advancing their education.
12. Assist youth in securing and maintaining appropriate employment.
13. Provide 24-hour crisis support, seven days a week through development of a crisis plan with the youth and their team and/or direct staff support to the youth.
14. Provide training and support to youth, during day, evening, and weekend hours.
15. Report to a CFS Specialist any incidents of behavior of a violent or threatening nature that would create a risk to the safety of the youth or the public for youth that are under the care and custody of DHHS.
16. Manage the implementation of the youth's Transitional or Independent Living Plan.
17. Work with the youth to seek out and develop positive adult relationships so that each youth leaving the program, can at a minimum, identify one adult to whom they feel a sense of connection that is supportive and healthy. The Subrecipient will seek out informal and mentoring relationships, which can extend beyond the length of time that the youth is involved in transitional or independent living services.
18. Coordinate with other service providers and other individuals who will provide "wraparound" support to youth as directed in each individual service plan.
19. Work collaboratively with neighborhoods, landlords, employers, and educators to develop a "community of support" around youth. The Subrecipient will work with youth on developing a sense of community belonging and responsibility.
20. Assist youth in remaining in their apartment, with the belongings they have acquired over the course of receiving transitional support services, as they end such services.
21. Move youth through the service at a rate appropriate to each youth.

22. Provide transportation for the youth when providing experiential learning and training to the youth. Assist the youth in obtaining transportation by other means for meeting their ongoing needs. Transportation from contracted transportation providers may be authorized by DHHS for youth who are in DHHS custody or young adults who would otherwise be eligible for such services, to meet some of their basic needs such as Doctor or Dental appointments, etc. The Subrecipient should be working with the youth on meeting their transportation needs as a means toward successful self-sufficiency and without reliance on the Subrecipient or DHHS to meet these needs.
23. Assist youth in securing and retaining appropriate employment. Staff may accomplish this through the use of a job coach, an incentive to the employer, specialized on-the-job training, a job mentor, special uniforms, tools, bus passes for the first few weeks of work, etc.
24. Assist in collecting National Youth in Transition Data (NYTD) on selected youth that have been identified by DHHS.
25. Educate youth about the Education and Training Voucher (ETV) Program and make referrals as appropriate to Central Plains Center for Services.
26. Ensure that eligible youth receive education about the following:
 - a. The importance of designating an individual to make health care treatment decisions for them (should they become unable to do so, have no relatives authorized under state law to do so, or do not want relatives to make those decisions).
 - b. Whether a health care power of attorney, health care proxy, or similar document is recognized under state law; and
 - c. Steps executing such document.
 - d. Health care power of attorney acknowledgement form will be signed by the youth and maintained in the youth's CFS case file.
27. Provide personal and emotional support to children aging out of foster care, through mentors and the promotion of interactions with dedicated adults.
28. The Tribe agrees to document all case management functions related to Independent Living on N-FOCUS that are required by federal or state regulations, including:
 - a. Providing the young adult with his or her original birth certificate and social security card.
 - b. Documenting the youths Transitional Living Plan that contains all elements outlined in Ne Rev. Stat. 43-1311.03.
 - c. Documentation of face to face contacts regarding independent living services.

E. Additional Subrecipient Responsibilities.

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

F. Reporting Requirements.

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

The Subrecipient will submit monthly reports to DHHS which will include youths name served and activities achieved within the Chafee program.

The Subrecipient will compile a final report from services provided including any expenditures for the Room and Board Program. This report will be due to the DHHS no later than October 25, 2015 (October 2014-September 2015 data).

Tracking data and outcomes are subject to change and the Subrecipient will update data as required in collaboration with federal and state initiatives.

G. Results Based Accountability:

The Subrecipient agrees to cooperate with DHHS in the development of any desired outcomes, performance measures, and reporting requirement necessary for implementation of the Division of Children and Families' Results Based Accountability initiative.

H. DHHS shall:

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

IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subgrant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Subrecipient shall provide DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Subrecipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.
3. The subrecipient shall immediately commence follow-up action on findings arising from

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

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

- B. **AMENDMENT.** This subgrant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this subgrant shall be valid unless made in writing and signed by the parties.
- C. **ANTI-DISCRIMINATION.** The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this subgrant. The Subrecipient shall insert this provision into all subgrants and subcontracts.
- D. **ASSIGNMENT.** The Subrecipient shall not assign or transfer any interest, rights, or duties under this subgrant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this subgrant.
- E. **ASSURANCE.** If DHHS, in good faith, has reason to believe that the Subrecipient does not intend to, is unable to, has refused to, or discontinues performing material obligations under this subgrant, DHHS may demand in writing that the Subrecipient give a written assurance of intent to perform. Failure by the Subrecipient to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this subgrant.
- F. **BREACH OF SUBGRANT.** DHHS may immediately terminate this subgrant and agreement, in whole or in part, if the Subrecipient fails to perform its obligations under the subgrant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of subgrant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Subrecipient time to correct a failure or breach of this subgrant does not waive DHHS's right to immediately terminate the subgrant for the same or different subgrant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this subgrant and hold the Subrecipient liable for any excess cost caused by Subrecipient's default. This provision shall not preclude the pursuit of other remedies for breach of subgrant as allowed by law.
- G. **CONFIDENTIALITY.** Any and all confidential or proprietary information gathered in the performance of this subgrant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary subgrant provisions set forth herein shall be

deemed to be authorized exceptions to this general confidentiality provision. As required by United States Department of Health and Human Services (hereinafter "HHS") appropriations acts, all HHS recipients and DHHS Subrecipients must acknowledge Federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal and DHHS funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources. This provision shall survive termination of this subgrant.

- H. **CONFLICTS OF INTEREST.** In the performance of this subgrant, the Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The Subrecipient shall immediately notify DHHS of any such instances encountered, so that other arrangements can be made to complete the work.
- I. **COST PRINCIPLES AND AUDIT REQUIREMENTS.** The Subrecipient shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments; A-21 for Colleges and Universities; or A-122 for Non-Profit Organizations. Federal audit requirements are dependent on the total amount of federal funds expended by the Subrecipient, set in the table below and Attachment 1, Audit Requirement Certification. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditure	Audit Type
\$100,000 to \$499,999	Financial Statement Audit
500,000 or more in federal expenditure	A-133 audit

- J. **DATA OWNERSHIP AND COPYRIGHT.** Except as otherwise provided in the Federal Notice of Award, DHHS shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subgrant without written consent from DHHS. DHHS and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for federal or state government purposes. This provision shall survive termination of this subgrant.
- K. **DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE.** The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- L. **DOCUMENTS INCORPORATED BY REFERENCE.** All references in this subgrant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Subrecipient in discharging its obligations under this subgrant shall be deemed incorporated by reference and made a part of this subgrant with the same force and effect as if set forth in full text, herein.
- M. **DRUG-FREE WORKPLACE.** Subrecipient agrees, in accordance with 41 USC §701 et al., to maintain a drug-free workplace by: (1) publishing a drug-free workplace statement; (2) establishing a drug-free awareness program; (3) taking actions concerning employees who

are convicted of violating drug statutes in the workplace; and (4) in accordance with 2 CFR §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 subgrant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this subgrant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this subgrant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this subgrant.

Q. **FUNDING AVAILABILITY.** DHHS may terminate the subgrant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Subrecipient be paid for a loss of anticipated profit.

R. **GRANT CLOSE-OUT.** Upon completion or notice of termination of this grant, the following procedures shall apply for close-out of the subgrant:

1. The Subrecipient will not incur new obligations after the termination or completion of the subgrant, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.
2. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
4. DHHS shall make any necessary adjustments upward or downward in the federal share of costs.

5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subgrant activities and operations with the objective of preventing disruption of services.
6. Close-out of this subgrant shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subgrant. If no final audit is conducted prior to close-out, DHHS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

S. **GOVERNING LAW.** The award shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Subrecipient shall comply with all Nebraska statutory and regulatory law.

T. **HOLD HARMLESS.**

1. The Subrecipient shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

U. **INDEPENDENT ENTITY.** The Subrecipient is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel, as it requires, to perform its obligations under this subgrant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this subgrant.

V. **REIMBURSEMENT REQUEST.** Requests for payments submitted by the Subrecipient shall contain sufficient detail to support payment. Any terms and conditions included in the Subrecipient's request shall be deemed to be solely for the convenience of the parties.

W. **INTEGRATION.** This written subgrant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this subgrant.

X. **LOBBYING.**

1. Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- Y. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Subrecipient acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

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

- Z. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the subgrant comply with the applicable standards. In the event such standards change during the Subrecipient's performance, the State may create an amendment to the subgrant to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties.
- AA. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Subrecipient is an individual or sole proprietorship, the following applies:

1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient may be disqualified or the subgrant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- BB. **PUBLICATIONS.** Subrecipient agrees that all publications that result from work under this subgrant will acknowledge that the project was supported by "Grant No. XXXX" under a subgrant from "Federal Agency" and DHHS.
- CC. **PROGRAMMATIC CHANGES.** The Subrecipient shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.
- DD. **PROMPT PAYMENT.** Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Subrecipient shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Subrecipient can be made. Download ACH Form:

http://www.das.state.ne.us/accounting/nis/address_book_info.htm

- EE. **PUBLIC COUNSEL.** In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this subgrant. This clause shall not apply to subgrants between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- FF. **RESEARCH.** The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subgrant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this subgrant.
- GG. **SEVERABILITY.** If any term or condition of this subgrant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this subgrant did not contain the particular provision held to be invalid.
- HH. **SMOKE FREE.** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing, the

Subrecipient certifies that the Subrecipient will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

II. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Subrecipient shall ensure that all subcontractors and subrecipients comply with all requirements of this subgrant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

JJ. TIME IS OF THE ESSENCE. Time is of the essence in this subgrant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Subrecipient remaining.

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

FOR DHHS:
Deanna Brakhage
NE Department of Health & Human Services
PO Box 95026
Lincoln, NE 68509-5026
402-471-9331

FOR SUBRECIPIENT:
Deanna Parker
Omaha Tribe of Nebraska
P.O. Box 368
Macy, Nebraska 68039-0309
402-837-5331

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

FOR DHHS:

Vicky Maca

Vicky Maca
Deputy Director
Division of Children and Family Services
Department of Health and Human Services

FOR SUBRECIPIENT:

Vernon Miller

Vernon Miller
Chairman
Omaha Tribe of Nebraska

DATE: 3/27/15

DATE: 3/19/15

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AUDIT REQUIREMENT CERTIFICATION**

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

Subrecipient's Name Omaha Tribe of Nebraska

Address: P.O. Box 368

City: Macy State: Nebraska Zip Code: 68039

Subrecipient's Fiscal Year October 1, 2014 to September 30, 2015

All written communications from the Certified Public Accountant (CPA) engaged under #2 or #3 below, given to the subrecipient related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* and any additional reports issued by the auditor as a result of this engagement must be provided to the DHHS immediately upon receipt, unless the Subrecipient has directed the CPA to provide the copy directly to the DHHS and has verified this has occurred.

Check either 1, 2, or 3

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

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct an audit of our organization's financial statements. We acknowledge that the audited financial statements should be presented in accordance with generally accepted accounting principles (accrual basis). If another basis of accounting is more appropriate or if the accrual basis of accounting is overly burdensome, we will notify the DHHS of this issue and request a waiver of this requirement prior to the end of our fiscal year. We further acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the DHHS within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

3. As the subrecipient named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, including commodities in our current fiscal year. Therefore, we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge that the audited financial statements should be presented in accordance with generally accepted accounting principles (accrual basis). If another basis of accounting is more appropriate or if the accrual basis of accounting is overly burdensome, we will notify the DHHS of this issue and request a waiver of this requirement prior to the end of our fiscal year. We further acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

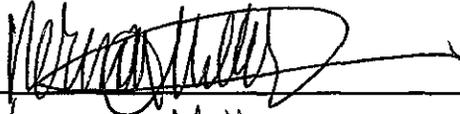
- financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion upon financial statements and Schedule of Expenditures of Federal Awards, a report of internal control, a report of compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this subrecipient must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations (SF-SAC)*.

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

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

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

Signature  Date 12/12/2014
Name Vernon Miller
Title Chairman

Subrecipient Reporting Worksheet

Section A – Federal Award Information

Federal Award Identifier Number (FAIN) G-1401NE1420

Federal Awarding Agency Name Administration for Children and Families

Award Date 11/6/13

CFDA Program Number 93.674

Subgrant Amount From This
Award: \$19,835.00

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

Section B – Subrecipient Information

Subrecipient DUNS 118683309

Subrecipient Name Omaha Tribe of Nebraska

Subrecipient Address: Street P.O. Box 368

City Macy

State Nebraska

Country United States Zip Code + 4 68039-0309

Congressional District 1

Amount of Subgrant \$19,835.00 Subgrant Date 10/1/14 to 9/30/15

Subrecipient Principal City _____ State _____

Place of Performance:

Country _____ Zip Code + 4 _____

Congressional District _____

Subgrant Number _____ (Will be completed by Support Services)

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

Section C – Officer Compensation

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

Yes – answer Question 2

No – not required to provide officer compensation

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

Yes – not required to provide officer compensation

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

1.	_____	\$ _____
	Name	Compensation
2.	_____	\$ _____
	Name	Compensation
3.	_____	\$ _____
	Name	Compensation
4.	_____	\$ _____
	Name	Compensation
5.	_____	\$ _____
	Name	Compensation

Section A – Federal Award Information (Continuation)

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

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

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

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

Amount funded from Federal Grants	<u>\$19,835.00</u>	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	<u>\$19,835.00</u>	should equal total of subgrant

Omaha Tribe of Nebraska
FY 2015

Program	Independent Living Contract #	New Budget	\$19,835.00		
Description	Budget	Actual expenditures	Increase	Decrease	New Budget
Personnel-165-610-5000	\$11,960.00				
Fringe-165-610-5100	\$2,341.77				
Workers Comp.-165-510-5140					
Travel/Training-165-510-6406					
Mileage-165-510-6410					
Supplies-165-510-6562	\$133.23				
Skilled lab-165-510-6002	\$5,400.00				
BUDGET TOTAL	\$19,835.00				

Independent Living DeAnna Parker Date: 09/30/2014