

NEBRASKA PERSONAL RESPONSIBILITY EDUCATION PROGRAM (PREP) SUB GRANT TERMS AND ASSURANCES

The following documents shall be reviewed, forms completed as relevant, signed by an Authorized Official, and **submitted as part of the Application for funding. The following definition applies to any entity making application:**

Entities making application for sub grant funds will be regarded as sub-recipients. A sub-recipient is:

A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub recipient may also be a recipient of other federal awards directly from a federal awarding agency.

Sub grant Terms and Assurances*:

Exhibit 1 A & B: Sub recipient Reporting Requirements

Exhibit 2: Program Specific Requirements

Exhibit 3: DHHS Administrative & Audit Guidance for Sub grants

Exhibit 4: DHHS Audit Requirement Certification and the applicable Federal Certifications

- ▶ DHHS Audit Requirement Certification *
- ▶ Certification Regarding Lobbying *
- ▶ Certification Regarding Environmental Tobacco Smoke *
- ▶ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *
- ▶ Certification Regarding Drug-Free Workplace Requirements *

*** Signature of Authorized Official is required.**

SUB GRANT TERMS AND ASSURANCES
Nebraska Department of Health and Human Services (DHHS)
Division of Public Health

The Nebraska Department of Health and Human Services (DHHS) is the prime recipient of federal financial assistance, and the pass-through entity for those funds it sub grants to eligible entities based on a Request for Application (RFA). Applicants awarded federal financial assistance passed through DHHS become known as sub recipients. By accepting this sub grant, the sub recipient acknowledges its understanding of and agrees to comply with the general terms and assurances described herein.

Sub recipient must perform sub grant activities in compliance with the following documents governing the particular award.

- 1) **Sub grant Terms and Assurances**, and its appendices:
 - **Sub recipient Reporting Requirements** (Exhibit 1A and B);
 - **Program Specific Requirements** (Exhibit 2);
 - **Administrative and Audit Guidance for Sub grants** (Exhibit 3);
 - **DHHS Audit Requirement Certification** and the applicable **Federal Certifications** (Exhibit 4).
- 2) **Request for Application** (RFA) for competitive funds;
- 3) **Sub grant Application** in response to RFA, and
- 4) **Letter of award** issued by DHHS which includes the award period, amount of funds awarded, and any contingencies to the Sub grant award.

GENERAL TERMS AND ASSURANCES

A. Access to Records and Audit Responsibilities. All Sub recipient books, records, and documents relating to work performed or monies received under this Sub grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. The Sub recipient must maintain these records for a period of six (6) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

The Sub recipient agrees to provide to DHHS any and all written communications received by the Sub recipient from an auditor related to Sub recipient'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 Sub recipient 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 communication to DHHS at the same time copies are delivered to the Sub recipient, in which case the Sub recipient agrees to verify that DHHS has received a copy.

The Sub recipient agrees to immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.

In addition to, and in no way in limitation of any obligation in this Sub grant, the Sub recipient agrees that it will be held liable for audit exceptions, and shall return to DHHS all payments made under this Sub grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.

B. Authorized Official. A person authorized by the Sub recipient to sign legally-binding documents. By submitting the signed Application Cover Sheet and the Sub grant Terms and Assurances, the Applicant agrees that if a Sub grant is awarded, it will operate the grant-funded activities as described in the Application and in accordance with the Sub grant Terms and Assurances.

C. Availability of Funding. Due to possible future reductions in appropriations, DHHS cannot guarantee the continued availability of funding for this Sub grant. In the event funds to finance this Sub grant become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the Sub grant or reduce the award upon notice in writing to the Sub recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. DHHS shall be the final authority as to the availability of funds. The effective date of such Sub grant termination or reduction in the award shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in the

award, the Sub recipient may cancel this Sub grant as of the effective date of the proposed reduction upon provision of advance written notice to DHHS.

D. Budget Changes. The Sub recipient 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 Sub grant exceeding ten percent (10%) 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 30 days of its receipt.

E. Data Ownership and Copyright. All data collected as a result of this project shall be the property of DHHS. The Sub recipient, or other entities with which it enters into legal agreement with, may copyright any of the copyrightable material produced in conjunction with the performance required under this Sub grant. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State purposes.

F. Documents Incorporated by Reference. All laws, rules, regulations, guidelines, directives and documents, attachments, and exhibits referred to in these terms and assurances shall be deemed incorporated by this reference and made a part of this Sub grant as though fully set forth herein.

G. Drug-Free Work-Place Policy. The Sub recipient hereby assures DHHS that it will operate a drug-free workplace in accordance with state and federal guidelines and has implemented a drug-free workplace policy which is available to DHHS upon request.

H. Federal Governing Requirements. Sub recipient must perform Sub grant activities, expend funds, and report financial and program activities in accordance with Federal grants administration regulations, U.S. Office of Management and Budget (OMB) Circulars governing cost principles and audits (Appendix 3), OMB Circulars governing administrative requirements, and to comply with the certifications attached hereto.

I. Independent Legal Entity. The Sub recipient is an independent legal entity and neither it nor any of its employees shall be deemed employees of DHHS for any purpose. The Sub recipient shall employ and direct such personnel as it requires to perform its obligations under this Sub grant, shall exercise full authority over its personnel, and shall comply with all worker's 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 Sub grant.

J. Monitoring. Sub recipient shall facilitate DHHS's monitoring and oversight activities of Sub recipient to include: (1) fiscal and program review using monitoring mechanisms including but not limited to, progress reports, site visits, financial reports, independent (third party) financial audits, and/or internal (State-conducted) financial audits to ensure compliance with program and fiscal requirements; and (2) ensuring that Sub recipient receives a Single Audit if it meets the annual threshold under OMB Circular A-133.

K. Nondiscrimination. The Sub recipient warrants and assures that it complies, as applicable, with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, national origin, sex, pregnancy, marital status, age, religion, or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity of the Sub recipient. This provision shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Sub recipient further agrees to insert similar nondiscrimination provisions in all subcontracts utilized in the performance of this grant.

L. Notices. All notices given under the terms of this Sub grant shall be sent by certified mail, postage prepaid, addressed to the respective party at the address set forth below, or to such other addresses as the parties shall designate in writing from time to time. Notice by Sub recipient to DHHS shall be addressed to Nebraska Health and Human Services, Division of Public Health, P.O. Box 95026, Lincoln, NE 68509-5026, Attn: Lifespan Health Services.

[Sub recipient name and address]

M. Programmatic changes. The Sub recipient shall request in writing DHHS approval for programmatic changes. DHHS shall send a written determination regarding the request to the Sub recipient within 30 days of its receipt.

N. Public Counsel. In the event the Sub recipient provides health and human services to individuals on behalf of DHHS under the terms of this Sub grant, Sub recipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§81-8,240 to 81-8,254 with respect to the provision of services under this Sub grant. This clause shall not apply to grants or contracts 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.

O. Publications, Publicity, Conferences or Training and Acknowledgment of Support. Sub recipient shall submit a copy of all presentations, writings and materials developed as a result of activities funded through this Sub grant for purposes of review and comment. Publicity, presentations and written materials concerning activities supported under this Sub grant shall acknowledge the financial support of DHHS and the federal granting agency by including a statement therein (see Appendix 2)

P. Payment. DHHS will make payments subject to Sub recipient's submission of reports according to the Sub recipient Reporting Requirements [Exhibit 1A], pursuant to the Nebraska

Prompt Payment Act, Neb. Rev. Stat. §81-2401 et seq., and will be a cost reimbursement based on the state's identified per-site budget for grant funds unless otherwise specified.

Q. Release and Indemnity. The Sub recipient shall assume all risk of loss and hold DHHS, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this grant, and proximately caused by the negligent or intentional acts or omissions of the Sub recipient, its officers, employees or agents; for any losses caused by failure by the Sub recipient to comply with terms and conditions of the grant; and, for any losses caused by other parties which have entered into agreements with the Sub recipient.

R. Religious Activities. The Sub recipient is prohibited from engaging in inherently religious activities like worship, religious instruction, or proselytization financed with federal financial assistance.

S. Reports. The Sub recipient must submit data, program, and financial reports according to the reporting requirements (Appendix 1). Extensions for the submission of reports and reimbursement must be submitted in writing to DHHS for approval to prevent withholding of payment.

T. Subcontracting or Sub granting. The Sub recipient agrees that subcontractors and/or sub grantees will not be utilized in the performance of this Sub grant without prior written authorization from DHHS.

U. Sub grant Close-out. Upon the expiration or notice of termination of this Sub grant, the following procedures shall apply for close-out of the Sub grant:

- 1) Upon request from Sub recipient, any allowable reimbursable cost not covered by previous payments shall be paid by DHHS.
- 2) The Sub recipient will not incur new obligations after the termination or expiration of the Sub grant, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Sub recipient for the federal share of non-cancelable obligations properly incurred by Sub recipient prior to termination, and costs incurred on, or prior to, the termination or expiration date.
- 3) Sub recipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
- 4) Within a maximum of 90 days following the date of expiration or termination, Sub recipient shall submit all financial, performance, and related reports required by the Sub recipient Reporting Requirements (Exhibit 1A). DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.

- 5) DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
- 6) The Sub recipient shall assist and cooperate in the orderly transition and transfer of Sub grant activities and operations with the objective of preventing disruption of services.
- 7) Close-out of this Sub grant shall not affect the retention period for, or state or federal rights of access to, Sub recipient records, or Sub recipient's responsibilities regarding property or with respect to any program income for which Sub recipient is still accountable under this Sub grant. 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.

V. Sub recipient Procurement. Sub recipient shall be responsible for the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered into by it in connection with the Sub grant, without recourse to DHHS. Such issues include, but are not limited to, disputes, claims, protests of award, source evaluation and other matters of a contractual nature. DHHS is not a party to any other legal agreement entered into between the Sub recipient arising out of this Sub grant award.

W. Technical Assistance. DHHS will provide training and materials, procedures, assistance with quality assurance procedures, and site visits by representatives of DHHS and the federal granting agency in order to review program accomplishments, and other technical assistance as needed or requested.

X. Termination. This Sub grant is subject to termination in the following conditions:

- 1) Termination by DHHS due to unavailability of funding.
- 2) Termination by Mutual Consent: This Sub grant may be terminated in whole or in part, prior to the completion of the Sub recipient's project activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated.
- 3) Termination for Cause: In the event of a default or violation of the terms of this Sub grant by the Sub recipient or failure to use the Sub grant for only those purposes set forth, DHHS may take the following action:
 - (a) Suspension - After notice to the Sub recipient, suspend the Sub grant and withhold any further disbursement or prohibit the Sub recipient from incurring additional obligations of Sub grant funds, pending corrective action by the Sub recipient.

- (b) Termination - Terminate the Sub grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Sub recipient has failed to comply with the terms and conditions of the Sub grant. DHHS will promptly notify the Sub recipient in writing of the determination and the reasons for the termination, together with the effective date.

Payments made to the Sub recipient or recoveries by DHHS under this subsection, will be in accordance with the legal rights and liabilities of the parties.

Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be not in compliance with the terms of this Sub grant up to the date of termination. The Sub recipient will return to DHHS all unencumbered funds. Further, any costs previously paid by DHHS which are subsequently determined to be unallowable through audit and close-out procedures may be recovered pursuant to the closeout procedures herein.

- 4) Recovery of Funds: In the event of default, failure to complete the project, or violation of the terms of this Sub grant by the Sub recipient, DHHS may institute such action as necessary to reduce, withdraw, or recover all or part of the project funds from the Sub recipient.

If a Sub grant is awarded, Sub recipient agrees it will operate the activities as described in the Application (or Request for Continuation Funds) and in accordance with these Sub grant Terms and Assurances, with Exhibits 1-A & B, 2, 3, and 4.

[Name Organization]

By: _____ Date: _____
Authorized Official

Exhibit 1A

**Nebraska Department of Health and Human Services (DHHS)
Personal Responsibility Education Program (PREP)**

Sub-recipient Reporting Requirements for FY 2010-2012

Report	Date Due	DATE SUBMITTED	Period Covered
1st Quarter – 14 Month Grant Period Progress Report Expenditure Report	October 15, 2011		August 1 – September 30, 2011 Disbursement of Funds
2nd Quarter – 14 Month Grant Period Progress Report Expenditure Report Data Reports	January 15, 2012		October 1-December 31, 2011 Disbursement of Funds
3rd Quarter – 14 Month Grant Period Progress Report Expenditure Report Data Reports	April 15, 2012		January 1- March 31, 2012 Disbursement of Funds
4th Quarter – 14 Month Grant Period Progress Report Expenditure Report Data Report	July 15, 2012		April 1- June 30, 2012 Disbursement of Funds
5th Quarter – 14 Month Grant Period End of Initial Award Period Final Progress Report Final Expenditure Report Final Data Reports	October 15, 2012		July 1 – September 30, 2012 Disbursement of Funds

**Exhibit 1-B
EXPENDITURE REPORT
Line Item Section**

SUBAWARD #: _____
 AGENCY: _____
 PROJECT: _____
 ADDRESS: _____
 CITY & ZIP: _____

REPORTING PERIOD: _____ TO: _____ REVISED BUDGET
 FEDERAL I.D. NUMBER: _____
 PHONE NUMBER: _____
 SIGNATURE: _____ SIGNATURE: _____

TWO (2) ORIGINAL SIGNATURES (representing each financial and program) ARE REQUIRED FOR PROMPT PROCESSING OF REIMBURSEMENTS. UNSIGNED FORMS OR INSUFFICIENTLY SIGNED FORMS WILL RESULT IN A PAYMENT DELAY.

Check if prepared using computerized spreadsheet function.

SITE BUDGET		EXPENDITURES DURING REPORTING PERIOD		CUMULATIVE EXPENDITURES	
Budget Category	Grant Funds Allocated	<u>Grant Funds</u>	<u>Cost-Sharing</u>	<u>Grant Funds</u>	<u>Cost-Sharing</u>
Personnel Costs					
a. Site Facilitator	\$9360				
b. Admin/Director					
Benefits					
Operating Expense(Space Rental/utilities/IT)	\$4900				
Supplies/Materials	\$454				
Travel					
a. Site TOP Training	\$1325				
b.TOP T/A Personnel	\$2386				
Other					
a. Youth Incentives	\$6375				
Total	\$24,800				

EXHIBIT 2**Program Specific Requirements****Compliance for Nebraska Personal Responsibility Education Program.**

- A. The Sub-recipient acknowledges that it may not use amounts paid to it for:
1. inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnant women and infants and such other inpatient services as the Secretary may approve;
 2. cash payments to intended recipients of program services;
 3. the purchase or improvement of land, the purchase, construction, or permanent improvement (other than minor remodeling) of any building or other facility, or the purchase of major medical equipment;
 4. satisfying any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
 5. providing funds for research or training to any entity other than a public or nonprofit private entity; or
 6. payment for any item or service (other than an emergency item or service) furnished;
 - a. by an individual or entity during the period when such individual or entity is excluded from providing service under the Maternal and Child Health Act or Title XVIII (Medicare), Title XIX (Medicaid) or Title XX (Services for Families, Children, Aged or Disabled) of the Social Security Act pursuant to section 42 U.S.C. 1320a-7, 42 U.S.C. 1320a-7a, 42 U.S.C. 1320c-5, or 42 U.S.C. 1395u(j)(2) of the Social Security Act; or
 - b. at the medical direction or on the prescription of a physician during the period when the physician is excluded from providing services in the Maternal and Child Health program or Title XVIII (Medicare), Title XIX (Medicaid) or Title XX (Services for Families, Children, Aged and Disabled) of the Social Security Act pursuant to 42 U.S.C. Section 1320a-7, 42 U.S.C. Section 1320a-7a, 42 U.S.C. Section 1320-5, or 42 U.S.C. 1395u(j)(2) of the Social Security Act and when the person furnishing such item or service knew or had reason to know of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

- B. The Sub-recipient assures that it is a public or nonprofit entity, and will provide proof of its nonprofit status upon request of DHHS.
- C. The Sub-recipient assures that it will not engage in inherently religious activities or proselytizing.
- D. Sub-recipient assures that it will clearly and consistently uphold fidelity to the TOP™ model in replicating and conducting the program as identified by Wyman Center.
- E. The Sub-recipient assures that it attests and certifies that materials proposed in its application have been reviewed by the state and are determined to be appropriate for use with the TOP™ model and medically accurate. Materials presented as factual will be grounded in scientific research.
- F. The Sub-recipient assures that it will refer youth to appropriate social or health services when necessary and as appropriate, and that referrals for health services will be to a qualified health care provider (physician, PA, APRN) practicing privately or within a local/regional health clinic.
- G. The Sub-recipient assures that neither it nor its referral partners will refer for, perform or counsel for abortion.
- H. The Sub-recipient assures it will participate in state-directed training for TOP™ prior to initiating their TOP™ sites as well as any ongoing on-site technical assistance offered by the state or Wyman.
- I. The Sub-recipient assures it will routinely collect and submit the required project data as a recipient of these federal grant funds.
- J. The Sub-recipient assures it will uphold Title IX of the Education Amendments of 1972 (Title IX 20 U.S.C. §§ 1861-62), which prohibits discrimination based on sex in programs which receive financial assistance.
- K. The sub-recipient assures that it will adhere to the instructional content of the Wyman's curriculum for TOP™ with the exception that it will not demonstrate or provide any form of contraception to any youth participating as a member of the state's TOP™ program.

II. Reimbursement

- A. Reduction in Funding. In the event DHHS experiences funding shortages, the dollar amounts specified in the award may be reduced accordingly, and the Sub-recipient may be required to reduce project activities.
- B. Reservation of Right. DHHS reserves the right to the following provisions:

1. To reallocate funds among local agencies as needed to insure service to individuals at highest levels of priority.
2. To either terminate or curtail all or part of the activities of the Sub-recipient in order to best utilize available funding in the event that all or part of the federal or state funds are terminated, suspended, not released, or otherwise are not forthcoming.
3. To suspend the Sub-recipient's authority to obligate funds provided by DHHS pursuant to this Sub grant pending corrective action by this Sub-recipient or a decision to terminate this Sub grant.
4. To terminate immediately this Sub grant, in whole or in part, when federal funding is terminated, suspended, not released or otherwise forthcoming.

IV. Program Income

Program income will not be carried over between fiscal years, *i.e.* no program income may remain unused after September 30 in any fiscal year. The beginning balance of program income each fiscal year must be zero. As program income is earned, it shall be utilized to enhance the program, resulting in a zero balance on the final expenditure report. If the final expenditure report reflects a program income balance, reimbursement for 4th Quarter expenses will be reduced by the amount of the balance. In the event that the approved reimbursement of 4th Quarter expenses is less than the program income balance, a refund must be submitted by the Sub-recipient to DHHS.

V. Match and Cost-Sharing

Sub-recipients of Nebraska Personal Responsibility Education Program (PREP) grant funds are not required to provide matching resources. Sub-recipients must provide a portion of a FTE to be allocated on a cost-sharing basis to fulfill the site's coordination and administrative oversight to include reporting requirements and duties specific to this grant program. Sub-recipients must document the value of any and all cost-sharing on their required expenditure report.

Exhibit 3

Nebraska Department of Health and Human Services
Administrative and Audit Guidance

To recipients of state funds and Sub-recipients of federal funds: *An independent certified public accountant (CPA) licensed to practice in the state of Nebraska must prepare and issue all types of reports, i.e. review, audit or A-133 reports. Audit or A-133 reports for governmental organizations and not-for-profit organizations who receive federal payments are to be prepared in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States.*

Types of Organizations	Federal Authority	Cost Principles	Year-end Financial Reporting Type of Report by Payment Threshold
Not-for-profit organizations	45 CFR Part 74	A-122	<ul style="list-style-type: none"> ▪ If state and federal payments from DHHS are <i>less than \$75,000</i>, a <u>review report</u> is needed. ▪ If state and federal payments from DHHS are <i>\$75,000 or greater</i>, an <u>audit report</u> is needed. ▪ If federal payments from all sources are <i>\$500,000 or greater</i>, <u>A-133 report</u> is needed.
College or University	45 CFR Part 74	A-21	<ul style="list-style-type: none"> ▪ If state and federal payments from DHHS are <i>less than \$75,000</i>, a <u>review report</u> is needed. ▪ If state and federal payments from DHHS are <i>\$75,000 or greater</i>, an <u>audit report</u> is needed. ▪ If federal payments from all sources are <i>\$500,000 or greater</i>, <u>A-133 report</u> is needed.
State, Local or Tribal Government	45 CFR Part 92	A-87	<ul style="list-style-type: none"> ▪ If state and federal payments from DHHS are <i>less than \$75,000</i>, a <u>review report</u> is needed. ▪ If state and federal payments from DHHS are <i>\$75,000 or greater</i>, an <u>audit report</u> is needed. <ul style="list-style-type: none"> • If federal payments from all sources are <i>\$500,000 or greater</i>, <u>A-133 report</u> is needed.

Exhibit 4
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Personal Responsibility Education Grant Program
AUDIT REQUIREMENT CERTIFICATION

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

Grant Name Personal Responsibility Education Grant Program

CFDA* # 93.092 *(Catalog of Federal Domestic Assistance)

Grant Name and CFDA # are pre-filled by the DHHS program office. Grant #s are assigned by the DHHS program office to individual Sub grantees. This blank will be filled by DHHS program office when this Certification is received.

Sub grantee Name _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

FTIN** _____ ***Federal Tax Identification Number*

Sub grantee's Fiscal Year _____, 20__ to _____, 20__

This is NOT the fiscal year of the grant award.

All written communications from the Certified Public Accountant (CPA) engaged under #1 and #2 below, given to the sub grantee **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* must be provided by the sub grantee to the Nebraska Department of Health and Human services immediately upon receipt, unless the sub grantee has directed the CPA to provide the copy directly to the Department and has verified this has occurred.

(Check either #1 or #2 and complete the signature block on page 2):

#1 __ As the sub grantee named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current 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 and prepare either, a review (expenditures less than \$75,000) or audit report (expenditures \$75,000-\$499,999) of our organization's financial statements and a report issued by the CPA. We 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 Nebraska Department of Health and Human Services address as shown below.

#2 __ As the sub grantee named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and 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 the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, as the sub grantee, 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:

- The sub grantee's 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 on this sub grantee's financial statements and Schedule of Expenditures of Federal Awards, a report on this sub grantee's internal control, a report on this sub grantee's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this sub grantee 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 this sub grantee's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to the:

Nebraska Department of Health and Human Services
 Financial Services Division
 Grants and Cost Management
 P.O. Box 95026
 Lincoln, NE 68509-5026

The foregoing submissions must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Name

Title

Signature

Phone Number

Exhibit 4
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Name and Title of Authorized Official
(please print legibly or type)

Signature

Date

Exhibit 4
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 this certification, the applicant/sub grantee certifies that the submitting organization 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.

Organization

Name and Title of Authorized Official
(please print legibly or type)

Signature

Date

Exhibit 4
INSTRUCTIONS
FOR
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. By signing and submitting the Application, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this Application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *Application*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Application is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Application that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit 4
Certification Regarding
Debarment, Suspension, Ineligibility and
VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

Before completing certification, read instructions on the previous pages.

1. The prospective lower tier participant certifies, by submission of this Application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Application.

Organization

Name and Title of Authorized Official
(please print legibly or type)

Signature

Date

Exhibit 4
INSTRUCTIONS
 FOR
 CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free workplace Act.
3. For grantees other than individuals, Alternate I. applies.
4. For grantees who are individuals, Alternate II. applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of the application, or upon award, if there is no application, the grantee must keep the identity of the workplaces(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios.)
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the changes(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantee's attention is called in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. § 1308.11 through §1308.15);

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant. Including: (i) All direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include worker not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not the grantee's payroll; or employees of Sub recipients or subcontractors in covered workplaces).

EXHIBIT 4
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Alternate I. (Grantees Other Than Individuals)

Before completing certification, read instructions on the previous pages.

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about –
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The grantee's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph d.(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d.(ii), with respect to any employee who is so convicted—
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

2. The grantee may insert in the space provide below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Organization

Name and Title of Authorized Official
(please print legibly or type)

Signature

Date

Exhibit 4
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Alternate II. (Grantees Who Are Individuals)

1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant;

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Name (please print)

Signature

Date