

AGENDA
August 26, 2025

1. Please silence all cell phones
2. Pledge Allegiance and Prayer
3. Roll Call
4. Inform public of the posting of the open meeting laws
5. The meeting notice was published in the Columbus Telegram on August 19, 2025 and the Humphrey Democrat on August 20, 2025
6. Approval of agenda as written
7. Approve the minutes of July 14-15, 2025
8. **Discussion and possible action on the following:**
9. County Treasurer
 - 9.a. Motion to Open the Hearing
 - 9.b. Motion to close the hearing
 - 9.c. Requesting approval of the following Motor Vehicle Exemptions as presented by the County Treasurer: 1C, A Mission Church of the LCMS, Immanuel Lutheran Church and Center for Sexual Assault and Domestic Violence
10. County Assessor
 - 10.a. Requesting approval of Tax List Correction(s) #15009 through #15010 on Real Estate and/or Personal Property
11. Motion to adjourn to September 23, 2025 at 9:00 a.m.
12. Please silence all cell phones
13. Roll call
14. Inform public of the posting of the open meeting laws
15. The meeting notice was published in the Columbus Telegram on August 19, 2025 and the Humphrey Democrat on August 20, 2025
16. Approve the agenda as written
17. Approve the minutes for July 29, 2025 claims and August 12, 2025 as written
18. **Discussion and possible action on the following:**
19. Consideration of SDL for St. Michael's Spaghetti Feed
20. Hannah Murray, Zelle - Consideration of Employee Assistance Program Contract with Contium
21. Consideration to adopt Resolution 25-16 Authorization/Reauthorization of Petty Cash Funds
22. Consideration of proposals to replace roof on Platte County Weed Control Building

23. Highway Department
 - 23.a. Consideration of wage increase for employees
 - 23.b. Consideration to adopt Resolution 25-17 to appoint project liaison for the Loup Bridge BIP projects and authorize Chairperson to sign
 - 23.c. Consideration of approval for purchase of semi truck from Sourcewell to replace unit #2201 which is not repairable
 - 23.d. Consideration of Utility Permits as presented: Midstates - MM3635 and MM2635 and Allo - Old Monastery Road, both for fiber optics.
 - 23.e. Road Report
24. Dave Chohon - Road Concerns
25. County Attorney - Breanna Flaherty
 - 25.a. Consideration of authorization for the County Attorney to sign the Grant Agreement Amendment with DHHS for child support enforcement
26. Emergency Manager - Tim Hofbauer
 - 26.a. Storm Damage
27. Josh Johnson - Ag Society - Levy Request
28. Set Levy Limits
 - 28.a. Consideration of Approval of Levy Limits for Townships, Rural Fire Districts, and Ag Park

 - 28.b. Consideration to adopt Resolution 25-18 setting the Levy Limits for the Townships, Rural Fire Districts, and Ag Park.
29. Committee Reports
30. Motion to accept, file and credit the proper accounts in correspondence: Monthly Fee Reports, Cancel General Fund check no. 07250373 in the amount of \$481.72 to Sapp Bros Travel Center- duplicate payment due to two different invoices with different invoice numbers submitted for payment and General Fund check no. 08250818 in the amount of \$481.72 to LVNV Funding LLC-case was satisfied, Certificates of Liability Insurance for Kohl Construction Inc. and M E Collins Contracting Company, School Treasurers Bond Certificate for ESU 08, State of NE Dept of Water, Energy, and Environment – Issued Permit-Construction and Operating for Lehr, Inc. Concentrated Animal Feeding Operation and Issued Permit-Modification of NPDES General Permit Coverage for Foltz Brothers Farms Concentrated Animal Feeding Operation, Treasurer Receipts \$61,117.14.
31. Motion to approve all claims with the exception of Trouba Law claim no. 08251095
32. Motion to approve Trouba Law claim no. 08251095
33. Public Comments

34. Continuation of Budget Workshop - Will commence after the regular business of the Board of Supervisors
35. Motion to Adjourn to September 9, 2025 at 9:00 a.m.

The agenda for the meeting subject to change, is kept continuously current and is available for public inspection at the office of the County Clerk in the Platte County Courthouse, Columbus, Nebraska.



BACK TO HOME

Upload Success



Claim Documentation #1240448 Successfully Submitted for Processing

Thank you! Your documentation has been successfully received for Claim #1240448 and will be submitted for processing. If additional information is required, we will contact you at mborchers@plattecounty.ne.gov with further instructions. For the most up-to-date status, please continue to check your claim number [online](#).

UPLOAD DETAILS:

ID: 1240448
Email Address: mborchers@plattecounty.ne.gov

Documents Uploaded: UNCLAIMED PROPERTY Mark Weed
Dept.pdf

Application for Exemption from Motor Vehicle Taxes by Qualifying Organizations

• Read instructions on reverse side.

| | | | | |
|--|--------------------|--------------------------|---|---------------------------------------|
| Name of Organization IMMANUEL LUTHERAN CHURCH | | | Tax Year 2025-2026 | Value of Motor Vehicles |
| Name of Owner of Property IMMANUEL LUTHERAN CHURCH | | | County Name PLATTE | State Where Incorporated NE |
| Street or Other Mailing Address 1470 24TH AVE | | | Contact Name KRISTEN KOCH | Phone Number (402) 564-0502 |
| City COLUMBUS | State NE | Zip Code 68601 | Email Address kkoch@immanuelweb.org | |

Type of Ownership:

Agricultural and Horticultural Society
 Educational
 Religious
 Charitable
 Cemetery
 For-profit Nursing Facilities

Charitable Organizations: Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):

Agricultural and Horticultural Society
 Educational
 Religious
 Charitable
 Cemetery

Charitable and For-Profit Organizations, please answer the following:

Are the motor vehicles used exclusively as indicated? (see instructions)
 YES
 NO
 If No, give percentage of exempt use: _____%

For-profit Nursing/Assisting Living Facilities, please select the applicable box:

Nursing Facility
 Skilled Nursing Facility
 Assisted-Living Facility
 What percentage of occupied beds have been provided to medicaid beneficiaries over the most recent three-year period? _____%

| Name | Title of Officers, Directors, or Partners | Address, City, State, Zip Code |
|-------------------|---|---------------------------------------|
| Guy Loop | President | 2902 Whittail Dr., Columbus, NE 68601 |
| Heidi Loop | Treasurer | 2902 Whittail Dr. Columbus, NE 68601 |
| Stephanie Urkoski | Secretary | 130 Lakeshore Dr., Columbus, NE 68601 |

Description of the Motor Vehicles
• Attach an additional sheet, if necessary.

| Motor Vehicle Make | Model Year | Body Type | Vehicle ID Number | Registration Date or Date of Acquisition, if Newly Purchased |
|--------------------|------------|---------------|-------------------|--|
| Ford | 2011 | Econoline Van | 1FBNE3NLODA67679 | 12/31/2025 |
| | | | | |
| | | | | |
| | | | | |

Give a detailed description of the use of the motor vehicle:

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here _____ **BUSINESS ADMINISTRATOR** 8/7/2025
 Authorized Signature Title Date

For County Treasurer Recommendation

Approval Comments: _____
 Denial _____

Signature of County Treasurer _____ Date _____

For County Board of Equalization Use Only

Approved If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.
 Denied _____

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member _____ Date _____

Please retain a copy for your records.



KARI URKOSKI
PLATTE COUNTY ASSESSOR
2610 14th STREET- COLUMBUS NE 68601
PHONE (402) 563-4902 - FAX (402) 562-6965

August 13, 2025

Platte County Board of Equalization
Kim Kwapnioski
2610 14 ST
Columbus, NE 68601

Dear Chairperson, Kwapnioski:

I would like your approval of tax corrections #15009 through tax correction #15010 on Real Estate and/or Personal Property.

Sincerely,

Ashley Dohmen
Kari Urkoski
Platte County Assessor

Personal & Real Estate Tax Corrections

| Number | Year | Type | Name | Reason | Add/Deduct | Amount |
|--------|------|------|-------------|---|-------------------|-----------|
| 15009 | 2024 | Real | Aaron Ross | Per Terc decision- 24R-0208 | Deduct 2024 taxes | \$ 76.86 |
| 15010 | 2024 | Real | Trent Asche | Clerical Error-added base fin when we shouldn't | Deduct 2024 taxes | \$ 785.94 |

Tax List Correction

PLATTE County, Nebraska

Property ID: 710130546 - RE (018-1WS-00-0000-07145) Date: 08-13-2025 No: 15009

Name and Address: **ROSS/AARON E & DIANE R**
7861 48 AVE
COLUMBUS, NE 68601

Description of Property:
LOT 19 SUNSET MEADOWS 2ND SD COLUMBUS

Tax Year: 2024
 School: 71-0005 0 0
 District: 5SC-7-L

Stmnt No: 17889

* Tax Credit of 1,771.32 consists of 914.84 in Non-Ag Credit, 0.00 in Agland Credit, and 0.00 in Unused Credit, and 856.48 in School Credit, and 0.00 in Unused School.
 * Tax Credit of 1,759.38 consists of 902.90 in Non-Ag Credit, 0.00 in Agland Credit, and 0.00 in Unused Credit, and 856.48 in School Credit, and 0.00 in Unused School.

| | Actual Valuation | Tax Rate | Consolidated Tax | Tax Credit * | Homestead Value | Homestead Credit | Penalty Tax | 1st Half | 2nd Half | Total Tax |
|-------------------|------------------|------------|------------------|--------------|-----------------|------------------|-------------|----------|----------|-----------|
| Original Amount | 763,440 | 0.89194400 | 6,809.46 | 1,771.32 | 0 | 0.00 | 0.00 | 2,519.07 | 2,519.07 | 5,038.14 |
| Corrected Amount | 753,485 | 0.89194400 | 6,720.66 | 1,759.38 | 0 | 0.00 | 0.00 | 2,480.64 | 2,480.64 | 4,961.28 |
| Additional Amount | | | | | | | | | | |
| Deducted Amount | 9,955 | | 88.80 | 11.94 | | | | 38.43 | 38.43 | 76.86 |

Reason for Correction: PER TERC DECISION-CASE 24R-0208

I hereby direct the County Treasurer of PLATTE County to accept this Official Correction made for the above named party and description and to issue his receipt in payment of the corrected tax as shown above.

ALL CORRECTIONS MADE ON THE TAX ROLL MUST BE SHOWN IN RED.
 Approved by action of the County Board

this _____ day of _____, _____

Aquis Whorke
 County Assessor - County Clerk

Chairman

By _____ Deputy



Tax List Correction

PLATTE County, Nebraska

Property ID: 710050204 - RE (019-1W0-11-0000-01130) Date: 08-13-2025 No: 15010

Name and Address: ASCHE/TRENT B & TANNON Y
21079 400 ST
COLUMBUS, NE 68601

Tax Year: 2024
 District: 5GP-3-P

Description of Property:
TR IN SW SE

Stmnt No: 13929
 11-19-1W Ac: 4,780

* Tax Credit of 1,476.50 consists of 803.42 in Non-Ag Credit, 0.00 in Aqland Credit, and 0.00 in Unused Credit, and 673.08 in School Credit, and 0.00 in Unused School.
 * Tax Credit of 1,354.28 consists of 661.20 in Non-Ag Credit, 0.00 in Aqland Credit, and 673.08 in School Credit, and 0.00 in Unused School.

| | Actual Valuation | Tax Rate | Consolidated Tax | Tax Credit * | Homestead Value | Homestead Credit | Penalty Tax | 1st Half | 2nd Half | Total Tax |
|-------------------|------------------|------------|------------------|--------------|-----------------|------------------|-------------|----------|----------|-----------|
| Original Amount | 670,465 | 0.89045000 | 5,970.16 | 1,476.50 | 0 | 0.00 | 0.00 | 2,246.83 | 2,246.83 | 4,493.66 |
| Corrected Amount | 568,475 | 0.89045000 | 5,062.00 | 1,354.28 | 0 | 0.00 | 0.00 | 1,853.86 | 1,853.86 | 3,707.72 |
| Additional Amount | | | | | | | | | | |
| Deducted Amount | 101,990 | | 908.16 | 122.22 | | | | 392.97 | 392.97 | 785.94 |

Reason for Correction: CLERICAL ERROR-ADDED BASE FIN WHEN IT WASNT THERE

I hereby direct the County Treasurer of PLATTE County to accept this Official Correction made for the above named party and description and to issue his receipt in payment of the corrected tax as shown above.

ALL CORRECTIONS MADE ON THE TAX ROLL MUST BE SHOWN IN RED.

Approved by action of the County Board

this _____ day of _____

Kari S. Wheeler
 County Assessor - County Clerk

Chairman

By _____ Deputy



SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

152613

St. Michael's Church

License #

Licensee Name/Non-Profit Organization

Event location name: St. Michael's Social Hall

Event address/location: 309 3rd Street, Tarnov, NE 68642

Event Type: Parish Fundraiser - Spaghetti Dinner

Event date(s): Sat. 9/27/25

Event start time(s): 11:00am

Event end time(s): 10:00pm

Indoor area to be licensed in length & width: 60 X 50

Outdoor area to be licensed in length & width: 40 X 60 (Must submit a diagram)

Estimated number of attendees: 350

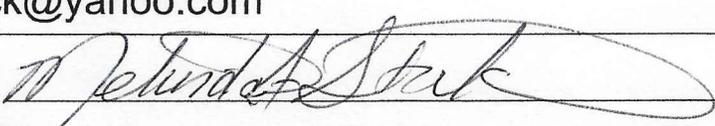
Alternate dates/times: Saturday, October 4, 2025; Same place & time

Alternate location name/location: _____

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Melinda (Mindy) Stock Event contact phone number: 402-367-2231

Event contact Email: mindy.stock@yahoo.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ OR
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

CONTINUUM EMPLOYEE ASSISTANCE - TRAINING - CONSULTING
September 1, 2025
Platte County

This contract is entered into by and between Platte County, 1st Party, hereinafter called the "Account" and Continuum Employee Assistance - Training - Consulting, a non-profit corporation, 2nd party, hereinafter called "EAP".

WITNESSETH:

WHEREAS, EAP has established a program of consultation for personnel problems and assessment

and referral for a variety of personal problems, and

WHEREAS, it is in the best interest of the Account and its employees to have a program to improve

job performance and to assist and rehabilitate employees with personal problems, and

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and agreements hereinafter contained it is agreed between the parties as follows:

EAP agrees to provide the following services as appropriate and/or as requested by the Account.

A. COMPANY SERVICES

1. Assistance in developing and maintaining an Employee Assistance Program policy statement regarding employees with job performance problems and/or with personal problems, which may affect job performance.
2. Assistance in integrating the Employee Assistance Program with existing Account policies and procedures. Upon request of the Account and EAP Consultant will participate in scheduled meetings with supervisory personnel as a resource person for job performance and EAP related issues.
3. EAP Management/Supervisory Orientations are available virtually.
4. EAP Employee Orientations are available virtually.
5. Leadership Academy Training Programs and Events: These are topical training programs and events sponsored by EAP and include participants from multiple companies. Training formats

may be “live” programs at EAP’s training facilities and/or via webinar. There is no limit on participants for webinar events.

6. Personalized Training Programs: These are topical training programs selected by the Account from EAP’s training options and personalized to your employee groups. Formats include “live” programs held on-site and/or webinars. Programs can be designed as Lunch and Learn sessions or 1–2-hour interactive programs. The EAP consultant will consult regarding your training goals to help select the program and format that best meets those goals. Two hours of account specific training is included annually. Additional training hours can be purchased at EAP’s member company discount rates.
7. Crisis Response Services in the case of traumatic events. Services include consultation to tailor the response to each event, critical incident stress management, grief and loss intervention, and individual intervention. Limited to 3 hours per incident.
8. Consultation Services for all managers/supervisors on how to deal with an employee who is not performing satisfactorily. Consultation services include assistance in how to document job performance problems, how to set targets for improvement, how to prepare for a corrective interview, how to evaluate subsequent work performance and when and how to refer an employee to the Employee Assistance Program. Consultation services on human resources and other workplace policies and issues is also available.
9. DOT (SAP) and Non-DOT alcohol/drug services are available at our Lincoln NE offices or virtually if appropriate.
10. Conflict Resolution Services to assist managers to resolve conflicts between two or more employees.
11. Publicity materials for employees and family members, such as personal letters, brochures, posters, wallet cards, and monthly newsletters are available.
12. Ongoing coordination with the designated contact person(s) of the Account to maintain the program and evaluate its effectiveness.
13. Mid-year reports detailing the number of employees and family members served and program activities; annual report summarizing the use and activities of the program, client demographics, nature of problems and outcome data.

B. CLIENT SERVICES

1. Counseling services for employees and their family members for a variety of personal problems. EAP direct client services include the following services: assessment, short-term EAP problem-solving 1-5 session model, referral to an appropriate community resource for continued care when needed, consultation as needed with the supervisor noted in the signed release and ongoing consultation and follow-up with the referral source and client to monitor progress.

2. Counseling services are provided in the EAP's office(s) or at the Account. Telephone problem-solving and virtual counseling is available upon client request when appropriate. EAP's toll-free line is available to clients residing outside of Lincoln, Nebraska.
3. Twenty-four-hour emergency telephone and counseling service to the Account's employees and their immediate family members.
4. Work/Life Consultation Services include information, education, and resources on work/life topics such as childcare, eldercare, and parenting. Services may be provided via telephone, mail, e-mail, or face-to face.
5. Financial and Legal Services include a free initial consultation per problem and 25% discounts when networked attorneys are retained. These services are not available for matters involving disputes or actions between the employee and the Account.

C. CONTINUUM HELPNET - WEB-BASED WORK/LIFE SERVICES

1. Continuum Online Interactive Service, known as Continuum HelpNet, provides employees and family members with access to information, skill building, and assessments in such areas as emotional wellness, family, personal development, health and fitness, school, and management and workplace issues.

These on-line services are not meant to nor can replace the specialized training and judgment of health, mental health, legal, financial or other professionals. This Service is not a substitute for professional treatment or services.

License Terms are as follows:

- A. EAP sublicense shall grant the Account the non-transferable, non-exclusive right to sublicense access to and use of the website found at the URL www.4Continuum.com (the "Website") for Account employees and eligible family members.
- B. The Account shall acknowledge that the Website is proprietary in nature and that Life Advantages claims all copyright, patent, trade secret and trademark rights granted by law. The sublicense shall prohibit the Account from removing any copyright or trademark notices or confidential legends or identification from the Website.
- C. The Account shall expressly and conspicuously disclaim all express or implied warranties of merchantability and fitness for a particular purpose, shall exclude liabilities for consequential damages and lost profits and shall limit the obligations to the Account to recovery or refund of the sublicense fee paid by the Account.
- D. The sublicense shall state that: Account shall not reverse engineer, disassemble, decompile or otherwise decode by any method the Website in whole or in part for any purpose whatsoever
- E. EAP shall have the right to terminate the sublicense in the event the Account: (a) modifies, distributes or uses Website in a manner not expressly authorized by the sublicense; (b) makes any representations regarding the Website that are not true and correct, or (c) becomes insolvent or commits any act of bankruptcy.

F. Account agrees that it shall comply with all applicable laws.

D. ACCOUNT RESPONSIBILITIES

The Account agrees to participate in the following activities that are intended to enhance the effectiveness of its Employee Assistance Program.

1. Ongoing distribution of publicity material provided by EAP to notify employees and family members of the availability of the program.
2. Maintenance of a separate, confidential filing system for confidential correspondence relating to Account employees.
3. Maintain a pattern of communication with EAP staff to monitor progress of the program; consultation with supervisory personnel to encourage referrals to the EAP and subsequent follow-up.
4. Internal coordination and scheduling of employee orientations.

E. LAWS OF GOVERNANCE

This agreement is being made and delivered, and EAP and the Account intend that it shall be construed and enforced in accordance with the laws of the State of Nebraska.

F. CONTRACT TERMS

The initial term of this contract shall be for 12 months, September 1, 2025—August 31, 2026, and shall be automatically renewed on September 1, 2026 for a 12-month period from year to year on the same terms and provisions as herein contained with the exception that the fees may be adjusted annually.

Other changes to the terms and provisions of this contract may also be agreed to and executed by a contract addendum. Either party shall have the right to terminate this agreement with 90 days' written notice, after the completion of the initial term.

The Account agrees to Contract and pay the initial rate of \$5,250.00 annually which is based on an employee count of less than 200. Payment is due within 30 days after the billing date. Fees will be

invoiced at the start of the contract year for the first half of the payment and then the second half of the payment will be invoiced mid-way through the contract year. Additional fees or charges, if any, as indicated in this contract, will be billed in the month following the delivery of the service and payable within 30 days after the billing date.

This contract represents the entire and integrated agreement between the Account and EAP and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended upon written agreement of the parties and signed by the Account and EAP.

IN WITNESS WHEREOF the parties have hereto caused this Contract to be executed
this _____ day of _____, ____ .

FIRST PARTY:
THE ACCOUNT

SECOND PARTY:
Continuum Employee Assistance
a non-profit corporation

Authorized Representative

Continuum Executive Director

Title

RESOLUTION 25-16
AUTHORIZATION/REAUTHORIZATION OF PETTY CASH FUNDS

WHEREAS: Neb. Rev. Stat. § 23-106(2) (Reissue 2007) authorizes the Platte County Board of Supervisors to establish Petty Cash Funds, and

WHEREAS: That statute requires that the Platte County Board of Supervisors set the amount of money to be carried in such petty cash funds, and

WHEREAS: That statute also requires that the Platte County Board of Supervisors also set the dollar limit of an expenditure from petty cash funds.

NOW THEREFORE BE IT RESOLVED, THAT

1. The Platte County Board authorizes/reauthorizes the following Petty Cash Funds and lists the amount to be carried in each fund and the dollar limit of an expenditure from each fund as follows:

| Petty Cash Fund | Amount to carry in Fund | Dollar Limit of Expenditure from Fund |
|---|-------------------------|---------------------------------------|
| Register of Deeds | \$65.00 | \$65.00 |
| Sheriff's Office | \$500.00 | \$500.00 |
| County Attorney's Office | \$500.00 | \$500.00 |
| County Attorney's Bad Check Dept. | \$50.00 | \$50.00 |
| County Jail | \$500.00 | \$500.00 |
| Self Funding Insurance | \$250,000.00 | \$250,000.00 |
| County Clerk's Office | \$100.00 | \$100.00 |
| County Court | \$200.00 | \$200.00 |
| Clerk of the District Court | \$1,000.00 | \$1,000.00 |
| Platte Valley Diversion Program: Juvenile Services | \$2,000.00 | \$2,000.00 |

Dated this 26th day of August, 2025

PLATTE COUNTY NEBRASKA
BOARD OF SUPERVISORS

Kim Kwapnioski, Chairwoman

John R. Harms, Member

Jerry Micek, Member

Joe Ott, Member

Robert J. Lloyd, Member

Ron Reilly, Member

Gene Trouba, Member

ATTEST:

Jennifer Brown, Platte County Clerk



5307 27th Street • Columbus, NE 68601
Phone: (402) 564-6913 •
cirinc@neb.rr.com

PROPOSAL

Platte County Weed Superintendent
2610 14th St
Columbus, NE 68601

August 12, 2025

Job\ Area; Weed Control Building , Platte Center, approx. 3,550 sq. ft.

- Install EPS insulation filler strips between ribs of metal roof.
- Install 1 ½" R- 9, poly-iso roof insulation over strips. Total average R-12
- Install a mechanically attached, white, 60 mil TPO roof system by Carlisle.
- Provide a manufacturers 20 year material and labor warranty.

For the amount of; \$28,995.00

Optional; Add an additional 1 ½" R-9 to the above system for total average R-21

For an additional amount of; \$ 4,760.00

Thank You
Kevin Moore

A handwritten signature in blue ink that reads 'Kevin L. Moore'.



Patriot Roofing
2218 11th ST
Columbus, NE
68601
Phone: 402-270-
8100

06/23/2025
Claim Information

Remove existing roofing system
Replace roofing panels
Replace all trims and accessories
Haul & dispose of all trash
5 year leak free guarantee

Mark Borchers
26611 310 Street
Platte Center, NE 68653
(402) 276-1351

Job: Mark Borchers

Roofing- Metal Section

| | Qty | Unit | Price |
|---|---------|------|--------------------|
| Remove and Install Metal Roofing Includes labor for trim and accessories | 38.00 | SQ | \$6,785.72 |
| Metal Roofing Panels (26 Gauge High Rib) | 36.00 | SQ | \$5,862.86 |
| Formed Ridge Cap | 24.00 | EA | \$342.96 |
| Rake Trim | 12.00 | EA | \$274.29 |
| Butyl Tape Low Slope Panels | 1500.00 | LF | \$2,764.29 |
| 1 1/2 inch screws | 11.00 | EA | \$282.86 |
| Pipe Boot 1/4"-5" | 1.00 | EA | \$14.29 |
| High Temp Pipe Boot | 3.00 | EA | \$214.29 |
| Lift | 6.00 | EA | \$1,020.00 |
| | | | \$17,561.56 |

TOTAL \$17,561.56

GRANT AWARD**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES**

The Nebraska Department of Health and Human Services, Children and Family Services, Child Support Enforcement (“DHHS”), has awarded this financial assistance (“Grant Agreement”) to the County of Platte (“GRANTEE”).

| GRANTEE INFORMATION | |
|---------------------------------------|--|
| Grantee Name | Grantee Administrative Address |
| County of Platte | 2610 14th St STE 20 Columbus, NE 68601-4960 |
| Grantee Unique Entity ID (UEI) | State of Nebraska Address Book Number |
| LRATDWDEXE33 | 578217 |
| Principal Place of Performance | Nebraska Congressional District(s) Served |
| Columbus, NE | 3rd |

| GRANT DETAILS | |
|---|---|
| Type of Grant Agreement | |
| Cooperative Subaward | Cooperative Grant Agreement |
| Purpose of Grant Agreement | Authority to Grant |
| The purpose of this agreement is to collaborate with courts and law enforcement officials to enforce the support obligations owed by absent parents to their children, locate absent parents, establish paternity, and obtain child, spousal, and medical support. In addition, this agreement will assist DHHS Child Support Enforcement in administering Nebraska’s IV-D program. | Both Federal Grant and State Law Social Security, Title IV, Part D, 42 US Code §651 Nebraska Revised Statutes including, but not limited to: <ul style="list-style-type: none"> • NAC §§ 43-512.12 to 43-512.18 • NAC §§ 43-1701 to 43-1743 • NAC §§ 43-3301 to 43-3347 45 CFR § 235.70 and 45 CFR §302.34 |

| GRANT FUNDING | |
|---|------------------------|
| The Grant Funding attached to this Grant Agreement are the revenues and expenses approved for Grantee implementation of the project. Grantee may not earn or keep any profit resulting from financial assistance, unless explicitly authorized by the terms and conditions of the Grant Agreement. Revisions to Grant Funding submitted by Grantee and approved by DHHS will be incorporated into this Grant Agreement. | |
| Pre-Award Costs | |
| Pre-award costs are defined as costs incurred by the Grantee prior to the start date of Grant Agreement. DHHS does not typically approve pre-award costs for payment. Should there be extenuating circumstances that make it appropriate for DHHS to consider approving pre-award costs, the Grantee may contact the point of contact listed in the Grant Statement of Work for the requirements concerning written requests for approval of pre-award costs. | |
| Total Amount of Award | Type of Funding |
| \$220,000.00 | Federal Funds Only |
| This Grant Funding is issued by the Nebraska Department of Health and Human Services (“DHHS”) pursuant to the associated Grant Agreement. DHHS has set forth the funding to be provided under this Grant Agreement in the included Grant Funding as consistent with federal regulation. As provided in the DHHS General Terms, | |

information may be updated by DHHS as award information changes. Updates to this funding information may be sent electronically to Grantee through unilateral amendment.

| AWARDED FUNDS | | | | | | |
|---|---|--|---------------------------|---|------------|--------------------------------|
| FUNDING SUMMARY | | | | | | |
| | Federal Funds | State General Funds | State Cash Funds | Total | | |
| DHHS Award Amount | \$220,000.00 | \$0.00 | \$0.00 | \$220,000.00 | | |
| Awarded funds represent the total commitment and obligation amount made available to Grantee. The DHHS Award Amount listed is limited to the amounts, timeframes, and purposes specified within the Grant Agreement, contingent on Grantee utilization, and subject to the availability of funds. | | | | | | |
| FUNDING SOURCE | | | | | | |
| FUNDING SOURCE ID | FUNDER NAME | FUNDER UNIT | ASSISTNACE LISTING NUMBER | ASSISTANCE LISTING TITLE | AWARD DATE | AWARD IDENTIFIER NUMBER (FAIN) |
| A | Department of Health and Human Services | Administration for Children and Families – Office of Child Support Enforcement | 93.563 | Child Support Services – Child Support Enforcement IV-D State Program | 10/01/2024 | 2501NESCSS |

| AWARD DETAILS | | | | | | |
|----------------------|---------------------|---------------------------|--------------|---|---|--|
| FUNDING SOURCE ID | DHHS PROJECT NUMBER | DHHS PROJECT DESCRIPTION | AWARD AMOUNT | PERIOD OF PERFORMANCE/ BUDGET PERIOD STARTS | PERIOD OF PERFORMANCE/ BUDGET PERIOD ENDS | |
| A | 2501NESCSS | CSE County Attorney 24-25 | \$220,000.00 | 10/01/2024 | 09/30/2025 | |

| AGREEMENT DURATION | |
|--|-----------------------------|
| This Grant Agreement is in effect from the date of full execution or the beginning of the initial Period of Performance, whichever is later, until the end of the initial Period of Performance. If there are multiple Periods of Performance, this Grant Agreement ends at the latest Period of Performance. | |
| Term | |
| Initial | Ending |
| 10/1/2024 | 09/30/2029 |
| Optional Renewals: Yes | |
| Additional Periods of Performance are possible on this award. If a renewal award is issued, a distinct Period of Performance will begin. If any renewals are designated, said renewals must be agreed to, in writing, between DHHS and Grantee. Renewals awards may not exceed the number and length specified below. | |
| Number of Optional Renewals | Length of Optional Renewals |
| 3 | Five years |
| Modifications to Period of Performance | |
| Modification to any Period of Performance specified in the Grant Agreement requires explicit prior approval in writing by DHHS. Grantee must notify the DHHS in writing with the supporting reasons of any proposed modifications to the period of performance at least thirty (30) calendar days before the end of the Period of Performance. | |
| DHHS reserves the right to consider requests for modifications received by the Grantee as part of risk assessments on future awards and awarding actions with Grantee. Modifications requested merely for the purpose of using unobligated balances or prohibited by the funding source will not be approved. If a | |

| | |
|---|----------------|
| modification is approved, the Period of Performance will be amended to end at the completion of the extension. | |
| Unilateral Termination Required Notice | |
| If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. The required notice period for unilateral termination is set forth below. | |
| DHHS | Grantee |
| 60 Days | 60 Days |

| |
|---|
| ATTACHMENTS |
| Attachments |
| <ol style="list-style-type: none"> 1. Grant Funding <ol style="list-style-type: none"> a. Grant Budget 2. Grant Statement of Work |

| |
|---|
| ADDENDA |
| Addenda |
| <ol style="list-style-type: none"> A. DHHS General Terms – Grant Agreements – Federal Funds B. DHHS HIPAA Business Associate Agreement Provisions – Grant Agreements C. DHHS Data Use Agreement D. Additional Terms – HHS Administration for Children & Families General Terms and Conditions |

| | |
|--|---|
| SIGNATURES | |
| <p>IN WITNESS HEREOF, the parties hereto have duly executed this Grant Agreement, and each individual signing below certifies that he or she has the authority to legally bind the party to this Grant Agreement.</p> | |
| FOR DHHS | FOR GRANTEE |
| <p>DocuSigned by:  <small>28CDF009A54B49E...</small> Shannon Grotrian Director, Office of Economic Assistance</p> | <p>DocuSigned by:  <small>5802CD879FBD49E...</small> Breanna Anderson-Flaherty Platte County Attorney</p> |
| DATE: 6/27/2024 14:20:19 CDT | DATE: 6/27/2024 10:46:07 CDT |

GRANT FUNDING**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES****GRANT BUDGET**

The budget attached is the project budget approved for Grantee implementation. Grantee assumes responsibility for managing funds in a manner consistent with the Grant Agreement to assure proper and efficient administration of the award. The accounting practices of the Grantee must be consistent with any applicable cost principles and support the accumulation of costs as required by the principles. Grantee must provide for adequate documentation to support costs charged to the award.

| Type of Payment | Invoicing Schedule |
|---|---|
| Cost Reimbursement | Quarterly 60 days following the end of the quarter |
| Payment shall be made under this Grant Agreement as consistent with all applicable federal and state statutes, regulations, and policies. | Reimbursement shall be made on a quarterly basis. |

Payment Structure

- 1) The grantee will be reimbursed by DHHS at the current Federal Financial Participation rate for expenditures for activities related to IV-D child support enforcement.
- 2) Salaries and benefits claimed shall reflect expenditures for which time records have been maintained. If an employee works less than full-time on IV-D Child Support Enforcement, salary and benefits must be prorated using DHHS's Child Support Enforcement forms. The computation and documentation for prorated salaries and benefits shall be as specified by DHHS.

Quarterly Claims

- 1) The grantee must submit all quarterly claims within sixty (60) days following the end of the quarter for which reimbursement is being claimed.
 - a) Grantee may submit a written request to DHHS prior to the end of the sixty (60) day period for an extension of this timeline. DHHS has sole discretion to approve or disallow the requested extension.
- 2) Claims received within the above timeline may be revised up to eighteen (18) months after the quarter ending date. See **45 CFR § 95.7** and **45 CFR § 95.10**.

Payment Documentation

- 1) All requests for reimbursement submitted by the grantee must contain sufficient detail to support reimbursement.
- 2) Grantee must be able to provide source documentation of all claimed costs, either provided with the request for payment or made available to DHHS.

Grantee Incentive Payments

DHHS will pass through a portion of the incentive monies paid to the State by the Federal government. Based on studies of past performance of the Grantee, the portion of incentive monies for which all counties combined may be eligible is forty (40) percent of the State total.

- 1) In counties where DHHS is fulfilling the Grantee's casework responsibilities for IV-D child support cases, the grantee will not qualify for incentive payments.
- 2) The formula for distributing the incentive money is patterned after the formula used by the Federal government in making incentive payments to the States (Social Security Act § 458A). For each fiscal year ending September 30, the Act establishes a fixed amount "incentive payment pool." Each State's incentive payment share is based on its performance, relative to the performance of all the other States, with respect to IV-D cases for each of the following measures found at 45 CFR § 305.33.

- a) **The paternity establishment performance level** – the ratio that the total number of children in the IV-D caseload in the Federal Fiscal Year (or, at the option of the State, as of the end of the Federal Fiscal Year) who have been born out-of-wedlock and for whom paternity has been established or acknowledged, bears to the total number of children in the IV-D caseload as of the end of the preceding Federal Fiscal Year who were born out-of-wedlock.
 - b) **The support order performance level** – the percentage of the total number of IV-D cases in which there is a child support order divided by the total number of IV-D cases.
 - c) **The current payment performance level** – the total amount of current support collected during the fiscal year divided by the total amount of current support owed during the Federal Fiscal Year.
 - d) **The arrearage payment performance level** – the total number of eligible IV-D cases in which payments of past-due child support were received and disbursed during the Federal Fiscal Year divided by the total number of eligible IV-D cases in which payments of past due child support are owed during the Federal Fiscal Year.
 - e) **The cost-effectiveness performance level** – the total amount of support collected during the Federal Fiscal Year divided by the total amount expended during the Federal Fiscal Year.
- 3) All incentive calculations will be based on data entered into the Nebraska child support computerized system, Children Have a Right to Support (CHARTS) [45 CFR § 307.10(6)]. No data allowance will be provided outside of the CHARTS system. Since the amount of incentive DHHS receives will not be known until after the close of the Federal Fiscal Year, the calculation of the incentive payments will be made and processed annually once the Nebraska incentive amount is known.

Allowable Costs

- 1) Allowable costs include but are not limited to:
 - a) Salaries and benefits.
 - b) Travel expenses for child support enforcement.
 - c) Travel and other expenses for training directly related to child support enforcement.
 - d) Expenses incurred for polygraph tests.
 - e) Expenses incurred for blood/genetic tests.
 - f) Service of process and related operating expenses.
 - g) Long-distance collect phone calls from IV-D participants.
 - h) Other expenses are allowable only to the extent that they are incurred for the direct benefit of the grant.
- 2) Reimbursement for travel expenses will be subject to the limitations set by the State for DHHS employees.
- 3) The Grantee must receive prior approval from the DHHS for all out of State travel associated with Child Support Enforcement activities (when State or Title IV-D Federal matching funds are used). Documentation shall be maintained for all direct expenses claimed for reimbursement.

Purchasing of Equipment

- 1) Prior written approval shall be obtained from DHHS for the purchase, lease, or rental (when State or Title IV D Federal matching funds are used) of equipment and other personal property, with a unit cost of one thousand five hundred dollars (\$1,500) or more.
- 2) The grantee shall maintain an inventory of such items. See 45 CFR Part 95 Subpart G and 45 CFR § 304.24.
- 3) By October 30 of each year, a copy of said inventory shall be provided to DHHS for each Federal Fiscal Year (October 1 through September 30). Failure to provide this report will result in the holding of all pending and future reimbursement and future claims until resolved.
- 4) The inventory must be mailed to:

Child Support Enforcement Finance Division
Nebraska Health & Human Services System
P.O. Box 94728
Lincoln, NE 68509-4728
- 5) The Federal share of the residual value of all equipment and other personal property purchased by the grantee under the terms of this Agreement shall revert to DHHS upon disposal of the property, cancellation, or termination of this Agreement. The Federal share of the residual value (based on a depreciation schedule acceptable to DHHS) shall be deducted from quarterly claims submitted by the

grantee, or Title and physical possession of said equipment or other personal property shall be transferred to DHHS, at the option of the Grantee. See 45 CFR Part 95 Subpart G and 45 CFR § 304.24.

Disallowed Payments

- 1) DHHS reserves the right to withhold or disallow payment of any portion, or the entire claim submitted by the Grantee for which any of the following apply:
 - a) DHHS requires additional justification or documentation for any expenditure included on the quarterly claim.
 - b) Failure to maintain and/or provide such records, statistics, and reports to DHHS as required by this grant or as required by applicable statutes, the State Plan, and the Nebraska Administrative Code, Title **466 NAC § 1 et seq.**, or any federal regulations.
 - c) Reimbursement requests may also be disallowed if Federal reimbursement timeframes have expired, and necessary audit follow up actions have not been completed.
- 2) If claims are not received within sixty (60) days of the end of the quarter for which reimbursement is being claimed, unless an extension was granted by DHHS, there will be no reimbursement of expenses.
- 3) Nonuse of reimbursement forms provided by DHHS will result in the denial of reimbursement.

Advance Payments

Advance payments are not authorized on this award.

Overpayment

- 1) The grantee agrees to repay DHHS for any overpayment or claim that is disallowed by the Federal government.
- 2) Repayment may be made in the form of reduction of future reimbursements to the grantee.

Budget Changes

Grantee is required to report deviations from the approved budget, and request prior approvals from DHHS for budget revisions, in accordance with this section.

Grantee is permitted to revise the approved budget from one line item to another line item, provided the revision does not to exceed the total grant award for the current period of performance and does not exceed a twenty five percent (25%) shift between the currently approved budget line items within the same budget category.

Grantee must request prior approval from DHHS for any of the following:

1. Budget revisions exceeding the identified percentage above the current approved budget lines items; or
2. The addition of new line items to the budget; or
3. Funds reassigned between budget categories in the budget; or
4. Changes to cost-sharing or matching amounts in the 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. Modifications to the budget inconsistent with the Grant Agreement purpose or Grant Funding are unallowable. Expenses incurred prior to receiving DHHS written approval may be deemed, at DHHS' sole discretion, unauthorized for payment.

Indirect Costs

Indirect costs are authorized on this award.

Indirect costs may be charged at the at the capped rate to this Grant Agreement per the approved Grant Budget. Indirect costs may be paid according to the De-Minimis rate listed in the approved Grant Budget. Approved indirect charges, including any negotiated indirect cost rates, are listed in the approved budget.

Unrecovered indirect cost means the difference between the amount charged to the award and the amount which could have been charged to the award under the Grantee's approved negotiated indirect cost rate. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be payable or included as part of cost sharing or matching only with the prior written approval of DHHS.

| Cost Sharing or Matching |
|---|
| Cost sharing or matching is not required on this award. |
| Program Income Type |
| Any program income shall be handled under the deduction method, as consistent with 2 CFR § 200.307 or 45 CFR § 75.307, or other applicable law. |

GRANT BUDGET

STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUDGET

County of Platte

Child Support Enforcement County Attorney Subaward Agreements

10/01/2024-09/30/2029

Year One

| | Category | DHHS Award | Other Funds | Total Budget |
|---|---------------------------|---------------------|--------------------|---------------------|
| A | Personnel | \$0.00 | \$0.00 | \$0.00 |
| B | Fringe Benefits | \$0.00 | \$0.00 | \$0.00 |
| C | Travel | \$0.00 | \$0.00 | \$0.00 |
| D | Equipment | \$0.00 | \$0.00 | \$0.00 |
| E | Supplies | \$0.00 | \$0.00 | \$0.00 |
| F | Consultants/Contracts | \$0.00 | \$0.00 | \$0.00 |
| G | Other Direct Costs | \$220,000.00 | \$0.00 | \$220,000.00 |
| H | Total Direct Costs | \$220,000.00 | \$0.00 | \$220,000.00 |
| I | Total Indirect Costs | \$0.00 | \$0.00 | \$0.00 |
| J | Total (SUM H+I) | \$220,000.00 | \$0.00 | \$220,000.00 |

GRANT STATEMENT OF WORK**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES**

This Grant Statement of Work (“SOW”) has been agreed to by DHHS and the Grantee, pursuant to the Grant Agreement.

GRANT MANAGEMENT

| DHHS Contract Manager | GRANTEE Contract Manager |
|---|---|
| Lynette Koch DHHS Program Specialist Department of Health and Human Services 301 Centennial Mall South Lincoln, NE 68509 402-471-7307 Lynette.R.Koch@nebraska.gov | Breanna Anderson-Flaherty 2610 14th St Columbus, NE 68601-4902 (402) 563-4903 bflaherty@plattecounty.ne.gov |

GRANT WORK PLAN

The work plan includes the activities approved for Grantee implementation.

Work plan changes are not authorized on this award. Grantee is required to immediately notify DHHS in writing of any deviations from the work plan.

Goals

The following are the goals of the Grant Agreement. The SOW must align with the purpose and strategic goals of the Grant Agreement.

Our program goals are to ensure that children have the financial and medical support they need; to foster responsible behavior toward children, and to emphasize that children need both parents involved in their lives.

Objectives

The following are the objectives of the Grant Agreement. The SOW must align with the objectives of the Grant Agreement.

- 1) Locate missing parents.
- 2) Establish paternity of children born to unmarried couples.
- 3) Set up child and medical support obligations.
- 4) Review existing orders and modify them as necessary.
- 5) Enforce child and medical support obligations.

Work Plan Activities

The following activities shall be completed by Grantee or Authorized Attorney (herein “Grantee”) under this Statement of Work. Grantee shall allocate time to the project for the Grantee Contract Manager or any Grantee staff, as listed in the budget.

Activity 1: General activities

- 1) Accept applications for child support services as well as referrals from DHHS as provided in Nebraska Statute (***Neb. Rev. Stat. § 43-512.02***) for the following cases needing legal action:
 - a) Public Assistance (NPA)
 - b) TANF (Temporary Assistance for Needy Families)
 - c) Foster Care
 - d) SNAP (Supplemental Nutrition Assistance Program)
 - e) Medicaid

- 2) Process any completed applications for child support services for non-TANF cases received by the Grantee within 20 days.
- 3) Use the CHARTS system to establish and document case records, establish paternity, locate absent parties, establish, or modify support orders, enforce support orders, and monitor intergovernmental IV-D activities. The Grantee must have a legitimate business need to access CHARTS information. Accessing CHARTS for any other reason is strictly prohibited and may result in the revocation of the users CHARTS access.
 - a) This includes, but is not limited to, inputting and updating data in a timely manner.
 - b) Narrate all customer service activities, including, but not limited to, phone calls, letters, and emails.
 - c) Documentation of service of process, including unsuccessful attempts.
 - d) The Grantee may customize legal documents within CHARTS, provided that those customizations are consistent with State and Federal law.
 - e) No other alternative software may be utilized to manage the child support case load.
- 4) Attend training designated as necessary by DHHS. This requirement includes all staff in the office performing child support work.
- 5) Complete any additional responsibilities that may be established by the statutes of the State, regulations as established in the **Title 466 NAC** (Nebraska Child Support Enforcement Program), or procedures established by DHHS.
- 6) Provide satisfactory customer service by answering customer questions and complaints with complete and accurate information with two (2) business days of the receipt of the request.

Activity 2: Locate absent parents.

- 1) Use appropriate local, State, and Federal location resources to establish physical whereabouts (an address) of the absent parent's employer(s), and other sources of income/assets to take the next action in a case. See **45 CFR § 303.3**.
- 2) Attempt to access information from all appropriate sources on all new cases within seventy-five (75) days.
- 3) Make a referral to another State within twenty (20) days of location and, if appropriate, receipt of any necessary information needed to process the case when the party(s) is determined to be in another state.

Activity 3: Establish paternity.

- 1) Establish an order for paternity (or document lack of success) within 90 days of locating the alleged father or noncustodial party. See **45 CFR § 303.4(d)**.
- 2) Provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with Federal and State Law and Regulations.
- 3) Accept notarized Hospital Paternity Acknowledgement as a legal finding of paternity sixty (60) days after signing pursuant to **Neb. Rev. Stat. § 43-1409**.

Activity 4: Obtain child, spousal, and medical support.

- 1) Execute service of process in a manner consistent with all Nebraska Revised Statutes within ninety (90) days of locating the alleged father or noncustodial party.
- 2) Complete service of process (or document unsuccessful attempts) within sixty (60) calendar days of identifying a delinquency or other support related noncompliance with the order or location of the absent party, whichever occurs later. See **45 CFR § 303.6(c)(2)**
- 3) Obtain an order for child and/or medical support where a support order does not exist, or no support has been ordered. See **NAC §§ 43-512.02 to 43-512.03**
- 4) In all new or modified orders, obtain an order for income withholding whether payments of such orders are in arrears pursuant to the Nebraska Income Withholding for Child Support Act. See **Neb. Rev. Stat. § 43-1701 et seq.**
- 5) Enforce child, medical, and spousal support, including orders in which there is an arranged and/or State debt. Keep cases open and continue enforcement efforts on all cases, including arrears only cases, in accordance with DHHS policies and procedures.
 - a) Support orders shall be enforced by initiating income withholding, as authorized by **NAC §§ 43-1701 to 43-1743**. When employment is verified, a notice to commence income withholding must be sent to the employer within two (2) working days.
 - b) Appropriate enforcement actions include, but are not limited to income withholding, license suspension, passport denial, and the placement of liens on properties, bank accounts and other assets.

- c) Enforcement actions will occur within thirty (30) calendar days of an identified a delinquency or other support related noncompliance with the order or location of the absent party, whichever occurs later.
See **45 CFR § 303.6(c)(2)**
- 6) Examine reasons for dismissal (when orders are dismissed without prejudice) and determine an appropriate time frame to establish a new order.

Activity 5: Assist in the administration of Nebraska's IV-D program.

- 1) Represent the interests of the State of Nebraska in all legal proceedings connected to an IV-D case.
 - a) Represent the State of Nebraska's interest in bankruptcy actions, motions, or applications for establishment or enforcement on IV-D cases.
 - b) Grantee will notify the DHHS of any conflict of interest which would prohibit them from representing the State of Nebraska within two (2) business days of becoming aware of the conflict.
- 2) Attempt to locate all absent parties in IV-D cases (TANF, Foster Care, SNAP, Medicaid, and NPA) when their locations are unknown.
- 3) Provide federal mandated services in intergovernmental IV-D cases, including, but not limited to:
 - a) Cooperating with other States, when necessary, in the location of absent parties, the establishment of paternity, and the establishment, modification, and enforcement of court orders for support. See **45 CFR § 303.7.**
 - b) Process all incoming and outgoing intergovernmental actions as authorized by the Uniform Interstate Family Support Act (UIFSA) and the Nebraska Income Withholding for Child Support Act. See **46 USC § 351.01, Neb. Rev. Stat. § 42-701 et seq., and Neb. Rev. Stat. § 43-1701 et seq.**
- 4) Modify existing court orders upon request of DHHS or other parties to the action in IV-D cases to include medical support and modify child support according to State Child Support Guidelines as authorized by **Neb. Rev. Stat. § 43-512.12 through 43-512.18.**
 - a) Modification must be pursued, regardless of the impact on monthly support obligation.
 - i) DHHS and the Grantee have a combined total of one hundred eighty (180) calendar days from the date the request for review was received, or the non-requesting party is located, whichever occurs later, to conduct a review of the order and complete all proceedings to modify the order or determine that the order should not be modified.
 - ii) The Grantee shall complete upward, or downward modification of orders referred by DHHS within the one hundred eighty (180) day timeframe outlined above, unless prevented from doing so by timeframes inherent in the judicial process.
- 5) Petition the court or administrative authority to include healthcare coverage that is available to either party at a reasonable cost in a new or modified court or administrative order for support.
 - a) Healthcare coverages shall be addressed in all IV-D support orders in a manner that favors the best interest of the children, regardless of the availability to either party at the time the order is entered.

Definitions

Applicant – An individual who has applied for child support services under Title IV-D, including individuals who previously received a form of public assistance. Custodial and noncustodial parties not receiving public assistance are eligible for IV-D services upon application and payment of all applicable fees. Individuals applying for child support services, including individuals not currently receiving public assistance, will receive all child support services and they do not have the option to refuse any of these services including those that relate to medical support.

CHARTS (Children Have a Right to Support) – The State of Nebraska's computerized support system as defined in **45 CFR § 307.11**, maintains information pertinent to all child support activities, including the collection, distribution, and disbursement of support payments through the Nebraska Child Support Payment Center.

Location – The process by which a custodial and/or noncustodial party or alleged father is found for the purpose of establishing paternity, establishing and/or enforcing a child support obligation, establishing custody and visitation rights, processing adoption or foster care cases, and investigating parental kidnapping.

Medical Support – Refers to the responsibility of a party to provide health coverage for a child or children. This includes:

- 1) Payment of health insurance premiums
- 2) Payment of birth expenses
- 3) Payment of medical bills and/or
- 4) Cash payments to the custodial party for health insurance premiums, deductibles, co-pay, and or/medical bills.

Either the custodial or non-custodial party may provide medical support.

Non-TANF (Non-ADC) Case- Includes a noncustodial party whose child or children are not currently determined to be eligible for and receiving assistance under Title IV-A or IV-E of the Social Security Act. A non-TANF case must have a written application for IV-D non-TANF services, unless the family is no longer eligible for, or is no longer receiving TANF, IV-E foster care, and Medicaid benefits. IV-D cases, which are non-TANF Medicaid cases and non-Federal foster care cases, are also included in this category.

Non-TANF (Non-ADC) Medicaid Case – Includes a noncustodial party whose child or children are currently determined eligible for or are receiving Medicaid under Title XIX of the Social security Act but are not receiving nor deemed to be receiving, TANF under Title IV-A of the Act or foster care maintenance payments under Title IV-E of the Act. For the most part, non-TANF Medicaid cases will be treated as non-TANF cases.

Paternity – The legal establishment of fatherhood for a child, either by voluntary acknowledgement, court determination or administrative process, as set forth in Nebraska Statutes.

Real Party in Interest – The entity whose rights are involved and stands to gain from a lawsuit or petition.

Service of Process – the procedure by which a party to a lawsuit gives an appropriate notice of initial legal action to another party (such as a defendant), court, or administrative body in an effort to exercise jurisdiction over that person so as to force that person to respond to the proceeding before the court, body, or other tribunal.

TANF (ADC) Case - Includes a noncustodial party whose child or children are determined to be eligible under Title IV-A of the Social Security Act and whose child’s or children’s support rights have been assigned by a caretaker relative to a State, and for whom a referral to the state IV-D agency has been made. This includes foster care cases where a child is receiving foster care maintenance payments.

Title IV-B – Part of the Social Security Act that provides funding to federally recognized tribes, tribal organization, tribal consortia, and states.

Title IV-D Case – Means a child support case where at least one of the parents is either now or may eventually receive services under Title IV-D, such as a parent who receives TANF, Medicaid, or foster care payments.

Title IV-E Foster Care Case – Includes a noncustodial party whose child or children are receiving either Federal Foster care maintenance payments under Title IV-E of the Social Security Act or State foster care maintenance payment under Title IV-B and for whom a referral to the State IV-D agency has been made.

Relevant State and Federal Citations

All services shall be provided in accordance with and pursuant to all applicable federal, state, and local laws in the performance of this grant agreement. Reimbursement of activities is subject to the provisions laid out by the United States Code of Federal Regulations, the Nebraska Revised Statutes, and Title 466 NAC. The following rules, regulations, and laws apply to this grant. This list is non exhaustive and additional stipulations may still apply.

State Regulations

- Title 466 NAC

State Laws

- Neb. Rev. Stat. § 42-701 et seq.
- Neb. Rev. Stat. § 43-1409

- **Neb. Rev. Stat. § 43-1701 et seq.**
- **Neb. Rev. Stat. § 43-1704**
- **NAC §§ 43-512.02 to 43-512.03**
- **NAC §§ 43-512.12 to 43-512.18**
- **NAC §§ 43-1701 to 43-1743**
- **NAC §§ 43-3301 to 43-3347**

Federal Regulations

- **26 CFR § 301.6103**
- **45 CFR § 235.70**
- **45 CFR § 302.34**
- **45 CFR § 303.20**
- **45 CFR § 303.3**
- **45 CFR § 303.4(d)**
- **45 CFR § 303.6(c)(2)**
- **45 CFR § 303.7**
- **45 CFR § 307.11**

Federal Laws

- **5 USC § 552a**
- **26 USC § 7213**
- **26 USC § 7431**
- **42 USC § Part D**
- **42 USC § 651**
- **46 USC § 351.01**

REPORTING REQUIREMENTS

Grantee must report to DHHS regarding Statement of Work activities. Grantee must comply with the following reporting requirements:

| Title of Report | Period of Report | Due Date | Contents of Report |
|---------------------------|------------------------|--|---|
| Invoice (Payment Request) | Quarterly for each POP | Quarterly within sixty (60) days following the end of the quarter for which reimbursement is being claimed. This may extend with good cause by submitting a written request to DHHS prior to the end of the sixty-day timeframe. Claims received within above timeline may be revised up to | Must be submitted in non-modifiable (PDF or equivalent) format and contain, at a minimum: <ul style="list-style-type: none"> • Grantee name, remittance address, UEI, EIN. • Grant Agreement order number. • a unique Grantee invoice number and date. • reporting period requested for payment. • budgeted, actual, and cumulative expenditures by budget category for reporting period. • unexpended budget balance remaining on award. Must be signed by Grantee’s Authorized Official and contain the following certification statement: <i>“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.”</i> |

| | | | |
|--------------------------|--------------------------------|---|--|
| | | eighteen (18) months after the quarter ending date. | All requests for reimbursement submitted by the Grantee must contain sufficient detail to support reimbursement. Grantee must be able to provide source documentation of all claimed costs to be eligible for reimbursement. |
| Final Expenditure Report | For each Period of Performance | 45 calendar days after end of the Period of Performance Claims received within stated timeline may be revised up to eighteen (18) months after the quarter ending date. See 45 CFR § 95.7 and 95.10 | Must summarize all accounting associated with the Grant for the associated project, including direct and indirect expenditures, unobligated balances, and program income. Must be marked as "Final" and signed by Grantee's Authorized Official and contain the following certification statement: <i>"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."</i> |

PERFORMANCE MEASUREMENTS

The following are the performance measures of the Grant Agreement. Grantee must support DHHS' performance measurement and management by completing the following performance requirements:

| Measure | Methodology |
|---|--|
| 1. Time frame to search for absent party's location when unknown | <ul style="list-style-type: none"> Attempt to access information from all appropriate sources within no more than seventy-five (75) days. Make a referral to another State within twenty (20) days of location when absent party is determined to be in another State. Continue to attempt to locate the absent party quarterly in cases where absent party was unable to be found. |
| 2. Time frame to establish a support order, and if necessary, establish paternity after locating the alleged father or noncustodial party, regardless of whether paternity has been established | <ul style="list-style-type: none"> Establish an order for support or complete service of process necessary to commence proceedings to establish a support order within ninety (90) days. Seventy-Five Percent (75%) of cases establish an order for support within six (6) months. Ninety Percent (90%) of cases establish an order for support within in twelve (12) months. |
| 3. Time frame to transmit notice to commence income withholding to the employer, when applicable | <ul style="list-style-type: none"> When employment is verified, a notice to commence income withholding must be transmitted to the employer within two (2) working days. |
| 4. Accuracy Rate | <ul style="list-style-type: none"> Minimum of a seventy-five percent (75%) accuracy rate Case closures and twelve (12) month expediated process must meet a minimum of ninety percent (90%) accuracy. |

Corrective Action

- 1) DHHS will take corrective action should the Grantee fail to follow Federal or State laws and regulations, the award itself, or fail to meet required performance standards.
- 2) DHHS will send written notification to the Grantee identifying the violation and requesting a corrective action plan.
- 3) The Grantee will send the corrective action plan for approval to DHHS within thirty (30) days of receiving the request. Failure to submit a corrective action plan within (30) days will result in a twenty-five (25) percent reduction in the year's reimbursement and/or incentive payments.
- 4) The Grantee will be given a period of three (3) to twelve (12) months, as determined by DHHS, to correct any program, performance, or operating deficiencies, depending on the extent and nature of the deficiency.
- 5) Corrective action may include a reduction of up to twenty-five (25) percent of expenditure reimbursement to include all past, present, and future reimbursement and/or incentive payments.
- 6) DHHS will hold such funds, during the corrective action period.
- 7) Once satisfactory changes have been made, DHHS will forward the reimbursement and/or incentive monies to the Subrecipient.
- 8) Failure to remedy the program, performance, or operating issue within the corrective action period will result in the forfeiture of the held funds.

| OTHER RECITATIONS OR REQUIREMENTS | |
|---|-----|
| Does this SOW involve research? | No |
| Was this SOW the result of a competitive award? | No |
| Does this SOW involve the provision of services directly to DHHS clients, or to the public? | Yes |
| This Grant Agreement involve the provision of services directly to DHHS clients, or to the public. Services may be provided both in person and virtually. In person services will be provided at the county office. | |
| Does this SOW involve construction? | No |
| Does this SOW involve the sharing of data by DHHS or the provision of access to DHHS information systems? | Yes |
| Does this SOW involve access to or creation of confidential data sets? | Yes |
| HHS Funding - Does this SOW involve funding from the U.S. Department of Health and Human Services (HHS)? | Yes |

| Additional Requirements |
|--|
| <p>All services shall be provided in accordance with and pursuant to the laws of the State of Nebraska and subject to reimbursement in accordance with the provisions of the United States Code of Federal Regulations, the Nebraska Revised Statutes, and the <i>Title 466 NAC</i>.</p> <p><u>Grantee agrees to all the following provisions:</u></p> <ol style="list-style-type: none"> 1) Grantee must provide adequate staffing to perform the requirements of this agreement as identified in 45 CFR § 303.20. <ol style="list-style-type: none"> a) All resources and personnel necessary to carry out the terms, conditions, and obligations of this agreement shall be the responsibility of the Grantee. The Grantee shall hire, fire, and supervise such professional, paraprofessional, and support personnel as are necessary to carry out the terms of this agreement. b) Grantee must within two (2) business days notify DHHS of turnover and/or replacement of Grantee's child support staff. 2) Grantee will transfer all copies or originals of all hardcopy child support case material to newly elected or appointed Grantee Attorneys within thirty (30) days of the new attorney assuming office. 3) Grantee will advocate DHHS's position that genetic testing shall not be provided at DHHS's cost after the sixty (60) day rescission period has lapsed, unless ordered by the court, and that a court order is required to vacate the legal finding of paternity. 4) The Grantee will not allow forgiveness of any State debt. <ol style="list-style-type: none"> a) State debt includes but is not limited to passport, lien release, and compromise. |

- b) Requests for forgiveness of any State debt shall be referred directly to DHHS Child Support Enforcement Central Office.
- 5) Grantee understands that no attorney-client relationship shall exist between any Grantee and any applicant/recipient of IV-D services, a child, a custodial or noncustodial party, or an alleged father.
- 6) The State of Nebraska shall be a real party in interest in any action brought by or intervened in by Grantee for the purpose of establishing paternity or securing, modifying, suspending, or terminating child or medical support, or in any action to enforce an order for child, spousal, or medical support. See **Neb. Rev. Stat. § 43-512.03** and **Neb. Rev. Stat. § 43-1704**.
- 7) Grantee will notify the IV-D Director's office of all contacts from the media regarding any child support related matter and maintain a position that is consistent with DHHS's interest when responding to media contacts pertaining to child support matter.
- 8) The Grantee must utilize DHHS's contracted vendor to provide genetic testing for IV-D cases. DHHS will not pay for any other genetic testing vendor.
- 9) Healthcare coverages shall be addressed in all IV-D support orders in a manner that favors the best interest of the children, regardless of the availability to either party at the time the order is entered.
- 10) Grantee shall, within timelines established by DHHS, follow-up on findings arising from audits, including audits/reviews completed by the Nebraska Program Review Team (NPRT) and the DHHS Self-Assessment Case Review Team or other state or federal audits.
 - a) Follow-up action includes responding to auditors with clear, complete views concerning the accuracy and appropriateness of the findings. This may include corrective action such as, repaying disallowed costs, correcting a case found in error, making financial adjustments, or taking other actions. The follow up response should be completed as rapidly as possible or in the timeline specified by DHHS.
 - b) If the Grantee disagrees with the finding, it should provide an explanation and specific reasons that demonstrate the finding is not valid. Failure to complete necessary follow-up actions related to findings resulting from audits may result in the delay of reimbursement requests until the necessary follow up actions are completed.
- 11) Once a case is referred to the Grantee, the Grantee is responsible for all location/relocation activities as long as the case remains active.

Authorized Attorneys.

- 1) The Grantee may use an Authorized Attorney subject to approval by DHHS.
- 2) The Grantee shall be solely responsible for the performance of any Authorized Attorney.
- 3) All Authorized Attorneys shall fully utilize the child support enforcement computer system CHARTS, in accordance with DHHS policies and procedures.
- 4) The CHARTS System will be used by Authorized Attorneys for establishing and recording case records, establishing paternity, locating absent parties, establishing, or modifying support orders, enforcing support orders and intergovernmental IV-D activities. This includes, but is not limited to, inputting and updating data in a timely manner on the CHARTS system.
- 5) All Authorized Attorneys must utilize documents on the CHARTS System to support the functions outlined in this section. No other alternative software may be utilized to manage the child support caseload or produce legal documents necessary to process child support cases other than CHARTS. No other software is provided with CHARTS.

Child Support Enforcement Appropriate Use and Disclosure Security Awareness Training.

- 1) The Grantee, and his or her employees, must take the Child Support Enforcement Appropriate Use and Disclosure Security Awareness Training for Federal Parent Locator Service (FPLS) Child Support (CS) Program Information Federal Tax Information (FTI) recertification training within the timeline specified by DHHS.
- 2) Failure to complete the annual recertification will result in a loss of CHARTS access and withholding of the reimbursement for Child Support Services until such time as the recertification training has been completed.

Confidentiality and Safeguarding Information.

- 1) Disclosure of any information regarding an applicant or recipient of IV-D services or a non-custodial party is limited to the purpose of child support establishment/ enforcement or as allowed or required by State

statute or Federal regulation. Disclosure to any committee or legislative body (Federal, State, or local) of any information that identifies any party to the action by name or address is prohibited.

- 2) Do not allow unauthorized persons to view case information on the child support computer system, Children Have a Right to Support (CHARTS). Allowing the custodial or noncustodial party to view any screens on the CHARTS computer system is strictly prohibited. Ensure staff computer monitors are positioned in such a way that viewing by a custodial, or noncustodial party or unauthorized person would not be possible.

Conflict Of Interest.

- 1) In the event the Grantee has a conflict of interest, as defined in the Nebraska Supreme Court's Rules, which prevents him/her from fulfilling any of the provisions of this award, they shall hire a Special Deputy Subrecipient Attorney or Special Prosecutor to fulfill the Grantee's duties. Such hiring is allowed as an exception to the Authorized Attorney section above. Said Special Deputy Subrecipient Attorney or Special Prosecutor shall be paid from the Grantee's general budget and DHHS will reimburse the Grantee for said expense. In hiring a Special Deputy Subrecipient Attorney or a Special Prosecutor the Grantee shall give preference to an attorney with significant Title IV-D child support experience.
- 2) The Grantee will also notify DHHS when a Special Deputy Subrecipient Attorney or Special Prosecutor is hired to fulfill the Grantee's duties.

Family Violence.

- 1) The Grantee shall follow Federal and State regulations regarding family violence. Disclosure of such information could be harmful to the custodial party and/or the child(ren).
- 2) The location of the custodial party or the child(ren) shall not be disclosed by the Grantee to another party when a protective order with respect to the noncustodial party has been entered.
- 3) The location of the custodial party or the child(ren) shall not be disclosed by the Grantee to any other person if the State has reason to believe that the release of the information to such a person may result in physical or emotional harm to the custodial party or the child(ren).

Security of Federal Parent Locator Service (FPLS) Information

- 1) To ensure security, the Grantee shall comply with applicable management, operational, and technical controls in the security subaward between the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Child Support Enforcement and the Nebraska Department of Health and Human Services, Children and Family Services, Child Support Enforcement dated April 30, 2014.

Confidential Internal Revenue Services (IRS) Information

In performance of this subaward agreement, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1) All work will be performed under the supervision of the Grantee or the Grantee's responsible employees.
- 2) The Grantee and the Grantee's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in ***IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies***.
- 3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this grant. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this grant. Inspection by or disclosure to anyone other than an officer or employee of the grantee is prohibited.
- 4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- 5) No work involving returns and return information furnished under this award will be granted without prior written approval of the less.
- 6) The Grantee will maintain a list of employees authorized access. Such list will be provided to DHHS and, upon request, to the IRS reviewing office.
- 7) DHHS will have the right to void the grant if the Grantee fails to provide the safeguards described above.
- 8) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee

can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000.00) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by **26 USC § 7213** and **26 USC § 7431** and set forth at **26 CFR § 301.6103**.

- 9) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this grant. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this grant. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000.00) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of one thousand dollars (\$1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by **26 USC § 7213** and **26 USC § 7431** and set forth at **26 CFR § 301.6103**.
- 10) Additionally, it is incumbent upon the Grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974. **5 USC § 552a** provides that any officer or employee of a grantee, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00).
- 11) Granting access to FTI must be preceded by certifying that everyone understands DHHS's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in DHHS' files for review. As part of the certification and at least annually afterwards, grantees must be advised of the provisions of **26 USC § 7213** and **26 USC § 7431**. The training provided before the initial certification annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Grantee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- 12) The IRS and DHHS, with twenty-four (24) hour notice, shall have the right to send its inspectors into the offices and plants of the Grantee to inspect facilities and operations performing any work with FTI under this award for compliance with requirements defined in **IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies**. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on such inspection, corrective actions may be required in cases where the subrecipient is found to be noncompliant with subaward safeguards.

DHHS GENERAL TERMS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

This Addendum applies to Grant Agreements for which DHHS has awarded funds from the United States government. Under federal law, this is a Subaward. Any state funds that may also be awarded in the Grant Agreement shall follow the same requirements set forth herein.

This Addendum cites the Uniform Grant Guidance, 2 CFR Part 200 (“UGG”), which applies to awards from the United States Department of Agriculture (USDA), the Department of Housing and Urban Development (HUD), the Department of Labor (DOL), the Environmental Protection Agency (EPA), or other federal agencies that have adopted the UGG. The United States Department of Health and Human Services (HHS) has adopted the UGG, but has implemented and recodified it at 45 CFR Part 75; for awards funded by HHS, those regulations apply. 45 CFR Part 75, including 45 CFR Part 75 Subpart E (“Cost Principles”; UGG equivalent 2 CFR Part 200 Subpart E), shall apply to block grant awards authorized by the Omnibus Budget Reconciliation Act of 1981 (“block grant subawards”) unless a Nebraska statute or regulation has established provisions for the payment of costs and services; otherwise, as provided herein, those block grant subawards are governed by 45 CFR Part 96.

Definitions

For the purposes of this Addendum, “Federal Funding Agency” means the United States government agency providing funding for the Grant Agreement.

For the purposes of this Addendum, “Grant Agreement” is synonymous with “Subaward” and “Grantee” is synonymous with “Subrecipient,” as defined in 2 CFR § 200.1 or 45 CFR § 75.2.

Further, unless otherwise specified herein, the definitions in 2 CFR § 200.1 or 45 CFR § 75.2 shall apply to all terms used herein. For DOL subawards, the definitions in 2 CFR Part 2900 Subpart A also apply.

General Terms

1. **AMENDMENT.** The Grant Agreement may be modified only by written amendment executed by both parties. No alteration or variation of the terms of the Grant Agreement shall be valid unless made in writing and signed by the parties. Notwithstanding the above, DHHS may add additional funding as specifically set forth in the paragraph entitled “Award of Additional Funding” in the Grant Agreement.
2. **ASSIGNMENT.** Grantee shall not assign or transfer any interest, rights, or duties under the Grant Agreement 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 material noncompliance with the Grant Agreement.
3. **CONFIDENTIALITY.**
 - 3.1. Any and all confidential or proprietary information gathered in the performance of the Grant Agreement, 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, however, that contrary provisions in the Grant Agreement shall be deemed to be authorized exceptions to this general confidentiality provision.
 - 3.2. If the Grant Agreement involves HUD Emergency Solutions Grants (ESG) funds, Grantee shall develop and implement written procedures to ensure that:
 - 3.2.1. All records containing personally identifying information (as defined in HUD’s standards for participation, data collection, and reporting in a local Homeless Management Information System) of any individual or family who applies for and/or receives DHHS assistance shall be kept secure and confidential;
 - 3.2.2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the Grant Agreement shall not be made public,

**DHHS GENERAL TERMS – GRANT AGREEMENTS
FEDERAL FUNDS – SUBAWARDS**

- except with written authorization of the person responsible for the operation of the shelter;
and
- 3.2.3. The address or location of any housing of a program participant shall not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - 3.3. The confidentiality procedures of Grantee shall be in writing and must be maintained in accordance with this section.
 - 3.4. For purposes of this section, “confidential or proprietary information” means any information subject to any legal restriction governing its use or disclosure. This may include, but is not limited to, protected health information as defined by the Health Insurance Portability and Accountability Act (HIPAA).

Source: Various statutes as may apply to the particular information being gathered, including, but not limited to, HIPAA; 24 CFR § 576.500.

4. **COMPLIANCE WITH CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY LAW.**
 - 4.1. Grantee shall comply with all applicable local, state, and federal laws regarding civil rights, including, but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
 - 4.2. Grantee, by execution of the Grant Agreement, also understands and acknowledges that the Grant Agreement is subject to the following regulations regarding nondiscrimination: 45 CFR Part 80 (nondiscrimination under programs receiving federal assistance through the U.S. Department of Health and Human Services (“HHS”) effectuation of Title VI of the Civil Rights Act of 1964); 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving federal financial assistance); 45 CFR Part 85 (enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by HHS); 45 CFR Part 86 (nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance); 45 CFR Part 87 (equal treatment for faith-based organizations); and 45 CFR Part 91 (nondiscrimination on the basis of age in programs or activities receiving federal financial assistance from HHS).
 - 4.3. Violation of the above statutes and regulations shall constitute material noncompliance with the terms of the Grant Agreement, and may result in any of the remedies set forth in the Remedies for Noncompliance section herein, or any other remedy available under law.
 - 4.4. To comply with law, including, but not limited to, Neb. Rev. Stat. § 48-1122, Grantee shall insert a similar provision to subsection 4.1 into all subawards and contracts under the Grant Agreement.

Source: Statutes and regulations cited above.

5. **DOCUMENTS INCORPORATED BY REFERENCE.** All references in the Grant Agreement to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards or procedures to be followed by Grantee in discharging its obligations under the Grant Agreement, shall be deemed incorporated by reference and made a part of the Grant Agreement with the same force and effect as if set forth in full text herein.
6. **FORCE MAJEURE.** Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Grant Agreement 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 noncompliance with the Grant Agreement. 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 the Grant Agreement, which are reasonably related to the Force Majeure Event, shall be suspended, and the affected party shall do everything reasonably necessary

**DHHS GENERAL TERMS – GRANT AGREEMENTS
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to resume performance as soon as possible. Labor disputes with the impacted party's own employees shall not be considered a Force Majeure Event, and shall not suspend any requirements under the Grant Agreement.

7. GOVERNING LAW.

7.1. Notwithstanding any other provision of the Grant Agreement, or any amendment or addendum entered into contemporaneously or at a later time, the parties understand and agree that: (1) the State of Nebraska is a sovereign state and DHHS' authority to subaward is therefore subject to limitation by Nebraska's Constitution, statutes, common law, and regulations; (2) the Grant Agreement shall be interpreted and enforced under the laws of Nebraska, except where preempted by federal law; (3) any action to enforce the provisions of the Grant Agreement must be consistent with federal and state law; (4) the person signing the Grant Agreement on behalf of DHHS does not have the authority to waive Nebraska's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the Grant Agreement, if any, are entered into subject to Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and (6) all terms of the Grant Agreement, including, but not limited to, any clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy, or other similar provisions of the Grant Agreement are entered into specifically subject to Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.

7.2. The parties shall comply with all applicable federal, state, and local laws in the performance of the Grant Agreement, and with all terms and conditions established by the Federal Funding Agency in the applicable Terms and Conditions of the federal Notice of Award, and in the HHS Grants Policy Statement, if this is applicable and the Grant Agreement involves HHS funds. Legal obligations required hereunder include, but are not limited to, 2 CFR Part 200 or 45 CFR Part 75, all statutes and regulations specific to the funds involved, and all applicable confidentiality and privacy statutes and regulations, current and as amended, including, but not limited to, HIPAA.

8. INDEMNIFICATION.

8.1. Grantee shall defend, indemnify, hold, and save harmless DHHS 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 DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.

8.2. DHHS' liability is limited to the extent provided by the Nebraska State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209 to 81-8,235, the Nebraska State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302 to 81-8,306, the Nebraska State Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294 to 81-8,301, and any other applicable provisions of law. DHHS does not assume liability for the actions of its subrecipients.

8.3. Notwithstanding the above, if Grantee is a local governmental agency or political subdivision of the State of Nebraska, nothing in the Grant Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of the Grant Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors, assigns, or by third persons shall be determined according to applicable law.

9. **INDEPENDENT ENTITY.** Grantee is an independent entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. Grantee shall employ and direct such personnel as it requires to perform its obligations under the Grant Agreement, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability, and other federal, state,

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county, and municipal laws, ordinances, rules, and regulations required of an employer completing work as contemplated by the Grant Agreement.

10. **INTEGRATION.** The written Grant Agreement 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 the Grant Agreement.

11. **NOTICE OF STATE-DESIGNATED CLUSTER OF PROGRAMS.** Pursuant to 2 CFR § 200.332 or 45 CFR § 75.352, this provision provides notice that DHHS has designated the Public Health Emergency Preparedness/Hospital Preparedness Program grants (Federal Assistance Listing Numbers 93.069 and 93.889, under 93.074) as a Cluster of programs. For auditing purposes, and as set forth in 2 CFR § 200.518 or 45 CFR § 75.518, a Cluster of programs must be considered as one program for Major program determinations.

Source: 2 CFR § 200.1 or 45 CFR § 75.2.

12. **PUBLIC COUNSEL.** In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of the Grant Agreement, Grantee shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to project activities under the Grant Agreement. Pursuant to Neb. Rev. Stat. § 73-401, this provision shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 to 81-2264.

Source: Neb. Rev. Stat. § 73-401.

13. **ORDER OF PREFERENCE.**

13.1. Unless otherwise specifically stated in an amendment to the Grant Agreement, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:

1. Amendments to the Grant Agreement, with the most recently dated amendment having highest priority;
2. The Grant Agreement, excluding any attachments, with the following addenda in order of preference: DHHS General Terms – Grant Agreements – Federal Funds; DHHS HIPAA Business Associate Agreement Provisions – Grant Agreements (if included);
3. Attachment - Grant Funding; and
4. All other attachments to the Grant Agreement.

13.2. These documents constitute the entirety of the Grant Agreement. Any ambiguity or conflict in the Grant Agreement discovered after its execution and not otherwise addressed herein, shall be resolved in accordance with the rules of interpretation as established in the State of Nebraska, unless other rules are set forth pursuant to federal law.

14. **NOTICES.** Notices shall be in writing and shall be effective upon mailing or e-mailing. All deliverables and required reports under any Grant Work Plan shall be electronically sent to the DHHS Project Manager designated under the applicable Grant Work Plan. Written notices, such as notices of termination, shall be mailed or e-mailed to the DHHS Project Manager, and to the DHHS Office of Procurement and Grants.

NOTICES

| DHHS | Grantee |
|---|---|
| Individual designated as DHHS Project Manager | Unless otherwise provided in the Work Plan, the designated contact for the Grantee is the same individual executing the Grant Agreement on behalf of the Grantee. |
| AND | |

**DHHS GENERAL TERMS – GRANT AGREEMENTS
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| | |
|--|--|
| DHHS Office of Procurement and Grants Grants Unit 301 Centennial Mall South Lincoln, NE 68509 DHHS.Grants@nebraska.gov | |
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Grantee shall provide a Notices contact to DHHS in writing at the time the Grant Agreement is executed. Unless otherwise specified in writing to DHHS, the individual who executes the Grant Agreement on behalf of the Grantee will be the Notices contact.

15. **SEVERABILITY.** If any term or condition of the Grant Agreement 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 the Grant Agreement did not contain the particular provision held to be invalid.
16. **SURVIVAL.** All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of the Grant Agreement, including, but not limited to, those provisions that specifically mention survival, survive the expiration or termination of the Grant Agreement.

Grant Monitoring

17. **CLOSEOUT AND POST-CLOSEOUT.**
- 17.1. *Closeout.* The following closeout procedures apply to the Grant Agreement at the end of each Period of Performance:
- 17.1.1. Grantee shall follow all invoicing and liquidation requirements contained in the Grant Agreement;
- 17.1.2. Consistent with the terms of the federal award, and after all reports are received, DHHS shall make any necessary adjustments upward or downward in the federal share of costs;
- 17.1.3. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all actual and allowable costs under the terms of the Grant Agreement; and
- 17.1.4. Grantee shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
- 17.2. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the Grant Agreement does not affect any of the following:
- 17.2.1. The right of DHHS to disallow costs and recover funds on the basis of a later audit or other review. DHHS shall make any cost disallowance determination and notify Grantee within the record retention period;
- 17.2.2. The obligation of Grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
- 17.2.3. Audit requirements in 2 CFR Part 200 Subpart F or 45 CFR Part 75 Subpart F;
- 17.2.4. As applicable, property management and disposition requirements in 2 CFR §§ 200.310 through 200.316 or 45 CFR §§ 75.316 through 75.323; and
- 17.2.5. Records retention, as required in the Access to Records section herein.
- 17.3. After closeout of the federal award, a relationship created under the federal award may be modified or ended in whole or in part with the consent of DHHS and Grantee, provided the responsibilities of Grantee referred to above, including those for property management, as applicable, are considered and provisions made for continuing responsibilities of Grantee, as appropriate.
- 17.4. At the end of the latest running Period of Performance identified in the Grant Funding Attachment, Grantee shall assist and cooperate in the orderly transition and transfer of the Grant Agreement activities and operations with the objective of preventing disruption of services, if necessary.

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Source: 2 CFR § 200.332(a)(6) or 45 CFR § 75.352(a)(6); 2 CFR § 200.344; 45 CFR § 75.309; 2 CFR § 200.345 or 45 CFR § 75.386; other regulations cited above.

18. REMEDIES FOR NONCOMPLIANCE.

- 18.1. DHHS may, if Grantee fails to comply with federal statutes, regulations, or with the terms of the Grant Agreement:
- 18.1.1. Impose any of the specific conditions listed in 2 CFR § 200.208 or 45 CFR § 75.207;
 - 18.1.2. Temporarily withhold any payments pending the correction of the deficiency by Grantee;
 - 18.1.3. Disallow all or part of the cost of the activity or action not in compliance;
 - 18.1.4. Wholly or partly suspend or terminate the Grant Agreement (see Termination section herein);
 - 18.1.5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and/or
 - 18.1.6. Take any other remedies that may be legally available.
- 18.2. If DHHS imposes items 18.1.3, 18.1.4, or 18.1.6, above, DHHS may withhold future payments or seek repayment to recoup costs paid by DHHS.
- 18.3. If DHHS has determined, in its sole discretion, that the Grant Agreement is also a contract for services as defined in Chapter 73 of the Nebraska Revised Statutes, the following provisions apply:
- 18.3.1. *Corrective Action Plan.* If Grantee fails to fulfill the Grant Work Plan attached to the Grant Agreement, DHHS may require Grantee to complete a Corrective Action Plan (hereinafter, "CAP").
 - 18.3.1.1. DHHS shall set a deadline for the CAP to be provided to DHHS, but shall provide Grantee reasonable notice of said deadline. In its notice, DHHS shall identify each issue to be resolved.
 - 18.3.1.2. The CAP shall include, but is not limited to, a written response noting the steps being taken by Grantee to resolve each issue(s), including a date that the issue(s) will be resolved.
 - 18.3.1.3. If Grantee fails to provide a CAP by the deadline set by DHHS, or fails to provide DHHS with a CAP demonstrating how the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), DHHS may withhold payments (for the work or deliverables) related to the issues identified by DHHS, or exercise any other remedy set forth in the Grant Agreement or available under law.
 - 18.3.2. *Breach of Grant Agreement.* DHHS may terminate the Grant Agreement, in whole or in part, if Grantee fails to perform its obligations under the Grant Agreement in a timely and proper manner. DHHS may, by providing a written notice to Grantee, allow Grantee to cure a breach within a period of thirty (30) days or longer at DHHS' discretion, upon considering the gravity and nature of the breach. Said notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Allowing Grantee time to cure a breach does not waive DHHS' right to immediately terminate the Grant Agreement for the same or a different breach at a different time.
 - 18.3.2.1. DHHS' failure to make payment shall not be a breach, and the Grantee shall retain all available statutory remedies and protections.
- 18.4. Nothing in this section shall preclude the pursuit of other remedies as allowed by law.

Source: 2 CFR § 200.339 or 45 CFR § 75.371.

19. TERMINATION.

- 19.1. The Grant Agreement may be terminated, in whole or in part, as follows:
- 19.1.1. DHHS may terminate the Grant Agreement if Grantee fails to comply with the terms of the Grant Agreement; for cause; or as otherwise set forth in this Addendum, applicable law, or the Grant Agreement.

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- 19.1.2. Grantee may terminate the Grant Agreement upon sending written notification to DHHS setting forth the reasons for such termination, the effective date of termination, and in the case of partial termination, the portion to be terminated. However, if DHHS determines, in the case of partial termination, that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the federal award was made, DHHS may terminate the Grant Agreement in its entirety. In either case, the effective date shall be as provided by Grantee as consistent with the period set forth in the Grant Agreement.
- 19.1.3. DHHS and the Grantee may agree to terminate the Grant Agreement; however, the two parties must agree, in writing, upon the termination conditions, including the effective date, and in case of partial termination, the portion to be terminated.
- 19.2. All notices of termination must be consistent with 2 CFR § 200.340 or 45 CFR § 75.372, and shall provide a notice period and effective date of termination as set forth in the Grant Agreement.
- 19.3. In addition to the procedures set forth in the Closeout and Post-Closeout section herein (if applicable), if the Grant Agreement is terminated by Grantee, or by DHHS for any reason, including, but not limited to, as set forth in the Remedies for Noncompliance section herein, Grantee shall not incur new obligations after the notice of termination of the Grant Agreement, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Grantee for the federal share of noncancelable obligations properly incurred by Grantee prior to termination, and costs incurred on, or prior to, the termination date.

Source: 2 CFR § 200.340 or 45 CFR § 75.372.

Grantee Duties

20. ACCESS TO RECORDS.

- 20.1. Grantee shall provide access to DHHS, or its authorized representative, to any documents, papers, or other records pertinent to the Grant Agreement, in order to make audits, examinations, excerpts and transcripts. Grantee shall provide the same access to the Federal Funding Agency, the Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. These rights also include timely and reasonable access to Grantee's personnel for the purpose of interview and discussion related to such documents, papers, or other records. These rights are not limited to the retention periods included herein, but continue as long as the records are retained by Grantee.
- 20.2. Grantee shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to the Grant Agreement, for three (3) years from the date of submission of the final expenditure report.
- 20.3. In addition to the foregoing retention periods, all records must be retained as specified in 2 CFR § 200.334(a)-(f) or 45 CFR § 75.361 (a)-(f), as applicable. This includes, but is not limited to, if any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 20.4. The above access to record and retention requirements apply for block grant subawards.
- 20.5. *Different Retention Periods Required by Law.*
- 20.5.1. If federal law requires a different record retention length, that shall apply. These include, but are not limited to, subawards with funding from the EPA and HUD, as may be more fully set forth herein.
- 20.5.2. As required by law, records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA), and all associated rules and regulations, including, but not limited to, the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.

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20.6. For Grant Agreements funded by HUD Emergency Solutions Grants (ESG), Grantee must provide citizens, public agencies, and other interested parties with reasonable access (consistent with federal, state, and local laws regarding privacy and obligations of confidentiality) to records regarding any uses of ESG funds the Grantee received during the preceding five (5) years.

Source: 2 CFR §§ 200.334 through 200.338; 45 CFR §§ 75.361 through 75.364; 45 CFR Part 160 and Part 164, including § 164.316; 24 CFR § 576.500. Other statutes and regulations may also apply.

21. ACKNOWLEDGEMENT OF FUNDING.

21.1. If the Grant Agreement involves funds from HHS, the following applies: Grantee 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. Grantee is 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.

21.2. If the Grant Agreement involves funds from the USDA, Grantee shall comply with 2 CFR § 415.2, and shall acknowledge USDA and DHHS support of any audiovisual or publication, as set forth in said regulation. “Audiovisual” and “Publication” are defined in 2 CFR § 415.2.

21.3. Grantee shall comply with any other requirement regarding publications contained herein, with the applicable federal Notice of Award, and with other applicable law.

Source: Departments of Labor, HHS, Education, and related agencies’ appropriations bills; 2 CFR § 415.2.

22. AUDIT AND ACCOUNTING RESPONSIBILITIES.

22.1. Grantee shall comply with all applicable federal audit requirements, including, but not limited to, those in 2 CFR Part 200 Subpart F or 45 CFR Part 75 Subpart F. An audit required by these regulations must be prepared and issued by an independent auditor in accordance with generally accepted government auditing standards. A copy of the audit is to be made electronically available or sent to:

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| Office of Procurement and Grants Nebraska Department of Health and Human Services |
| DHHS.Grants@Nebraska.gov |
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22.2. Grantee shall comply with the requirements in 2 CFR §§ 200.508 through 200.512 or 45 CFR §§ 75.508 through 75.512, as applicable, including, but not limited to, the following responsibilities: (a) procure or otherwise arrange for the audit required by 2 CFR Part 200 Subpart F or 45 CFR Part 75 Subpart F, in accordance with 2 CFR § 200.509 or 45 CFR § 75.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR § 200.512 or 45 CFR § 75.512); (b) prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR § 200.510 or 45 CFR § 75.510; (c) promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR § 200.511 or 45 CFR § 75.511; and (d) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part 200 Subpart F or 45 CFR Part 75 Subpart F.

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

22.4. Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves the right to require Grantee to submit required financial reports on the

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accrual basis of accounting. If Grantee's records are not normally kept on the accrual basis, Grantee 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).

Source: 31 U.S.C. § 7501 *et seq.*; 2 CFR Part 200 Subpart F; 45 CFR Part 75 Subpart F.

23. CONFLICTS OF INTEREST.

- 23.1. In the performance of the Grant Agreement, Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. Grantee shall not acquire an interest, either directly or indirectly, that will conflict in any manner or degree with performance, and shall immediately notify DHHS in writing of any such instances encountered.
- 23.2. If the Grant Agreement involves funds from HHS, Grantee must comply with the applicable HHS awarding agency's (the organization or component of HHS authorized to make and administer awards) policy. Current policies may be found online.
- 23.3. If the Grant Agreement involves funds from the USDA, Grantee must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees in the selection, award, and administration of federal awards, as consistent with 2 CFR § 400.2(b)(1) and (2).
- 23.4. If the Grant Agreement involves funds from the EPA, Grantee shall comply with subsection 23.1, above, as consistent with the EPA's Final Financial Assistance Conflict of Interest Policy, available at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>.
- 23.5. If the Grant Agreement involves ESG funds from HUD, Grantee must also follow 24 CFR § 576.404, as applicable.

Source: 2 CFR § 200.112 or 45 CFR § 75.112; 2 CFR § 400.2.

24. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

- 24.1. *Data.* Except as may be otherwise provided in the federal Notice of Award, DHHS shall own all rights in data resulting from the Grant Agreement. The Federal Funding Agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under the Grant Agreement, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
- 24.2. *Copyright.* As consistent with federal law, Grantee may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the work performed under the Grant Agreement without written consent from DHHS. DHHS and any Federal Funding Agency 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.
- 24.3. *Patent.* All patent rights under the Grant Agreement shall be as set forth in the clauses contained in 37 CFR § 401.14, and consistent with all other applicable federal law.
- 24.4. This section shall survive termination or expiration of the Grant Agreement.

Source: 2 CFR § 200.315 or 45 CFR § 75.322; HHS Grants Policy Statement; 37 CFR Part 401; federal Notices of Award (as applicable).

25. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Grantee certifies that it is registered with the System for Award Management (SAM) (<https://www.sam.gov>), in good standing, and that it shall maintain annual certification in accordance with Federal Acquisition Regulations. Failure to comply with this section, including maintaining an active registration and/or good standing with SAM, may result in withholding of payments or immediate termination of the Grant Agreement.

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Source: 2 CFR § 200.214 or 45 CFR § 75.213; 2 CFR Part 180; 2 CFR Part 25.

26. **DRUG-FREE WORKPLACE.** Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

Source: State of Nebraska Drug-Free Workplace Policy.

27. **HUMAN TRAFFICKING PROVISIONS.** Grantee shall comply with and be subject to the requirements of the Trafficking Victims Protection Act of 2000, 22 USC § 7101 *et seq.*
- 27.1. Grantee, its employees, any subrecipients Grantee may subaward under the Grant Agreement, and such subrecipients' employees, may not—
- 27.1.1. Engage in severe forms of trafficking in persons during the period of time that the subaward is in effect;
- 27.1.2. Procure a commercial sex act during the period of time that the subaward is in effect; or
- 27.1.3. Use forced labor in the performance of the Grant Agreement.

Source: 22 USC § 7101 *et seq.*

28. **INSURANCE.** If Grantee is a nonprofit entity, the following applies:
- 28.1. Grantee shall not commence work under the Grant Agreement until it has obtained: (1) any and all insurance coverage required by law, including, but not limited to, 2 CFR § 200.310 or 45 CFR § 75.317, or by the federal award; and (2) any and all insurance coverage at levels adequate to protect Grantee and any contractor or subrecipient from claims for liability arising out of work performed under the Grant Agreement, whether such work is performed by Grantee or by any contractor or subrecipient, or by anyone directly or indirectly employed by any of them. Such coverage may include, but is not limited to, commercial general liability, commercial automobile liability, umbrella/excess liability, workers' compensation and employer's liability, medical malpractice liability, professional liability, commercial crime, cyber liability, and pollution liability insurance coverage.
- 28.2. Commercial general liability and commercial automobile liability policies maintained by Grantee shall include DHHS, shall be primary, and any insurance or self-insurance carried by DHHS shall be considered excess and non-contributory. Any workers' compensation policy maintained by Grantee shall be written to meet the statutory requirements for the state in which the work is to be performed and shall include a waiver of subrogation in favor of DHHS.
- 28.3. Grantee shall maintain all insurance coverage required under this section throughout the life of the Grant Agreement and shall ensure that any contractor or subrecipient performing work under the Grant Agreement also maintains all required insurance coverage throughout the life of the Grant Agreement.
- 28.4. Grantee shall provide a copy of a certificate of insurance compliant with this section to the DHHS Project Manager prior to commencing work under the Grant Agreement, and shall ensure that DHHS has the most current certificate of insurance throughout the life of the Grant Agreement.
- 28.5. If any insurance coverage required under this section is cancelled, Grantee shall promptly notify the DHHS Project Manager of the cancellation. In the event of such cancellation, DHHS reserves the right to immediately terminate the Grant Agreement, in whole or in part, as consistent with 2 CFR § 200.340 or 45 CFR § 75.372.
29. **MANDATORY DISCLOSURES.** Grantee must disclose to DHHS, in a timely manner and in writing, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant Agreement, in accordance with 2 CFR § 200.113 or 45 CFR § 75.113, as applicable. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339 or 45 CFR § 75.371, as applicable, including suspension or debarment. (*See also* 2 CFR Part 180 and 31 U.S.C. § 3729 to 3733).

Source: 2 CFR § 200.113 or 45 CFR § 75.113.

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30. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** Grantee shall review the Nebraska Technology Access Standards, available on the Nebraska Information Technology Commission website, at <https://nitc.nebraska.gov/>, and ensure that products and/or services provided under the Grant Agreement comply with the applicable standards. In the event such standards change during Grantee’s performance, DHHS may create an amendment to the Grant Agreement to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties. This section shall apply only if, under Neb. Rev. Stat. § 73-205, the Grant Agreement involves the expenditure of state funds in the purchase of information technology or an automated information system.
31. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.**
- 31.1. Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing project activities 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.
- 31.2. If Grantee is an individual or sole proprietorship, the following applies:
- 31.2.1. Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website, at <https://das.nebraska.gov/>;
- 31.2.2. If Grantee indicates on such attestation form that he or she is a qualified alien, Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Grantee’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and
- 31.2.3. Grantee understands and agrees that lawful presence in the United States is required, and Grantee may be disqualified, or the Grant Agreement terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §§ 4-108 through 4-114.

Source: Neb. Rev. Stat. §§ 4-108 through 4-114.

32. **RESEARCH.** Grantee shall not engage in research utilizing the information obtained from or through the performance of the Grant Agreement 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 the Grant Agreement.

Source: Various privacy statutes, rules and regulations depending on information; DHHS Research Policy.

33. **SMOKE FREE.** Public Law 103-227 [20 U.S.C. § 7183], known as the Pro-Children Act of 1994 (“Act”), prohibits smoking within any indoor facility (or portion of such facility) owned or leased or contracted for, and utilized, for the provision of regular or routine: (i) kindergarten, elementary, or secondary education, or library services, or (ii) health care or day care or early childhood education programs, to children under the age of 18 (collectively, “children’s services”), if the children’s services are funded by federal programs either directly or through state or local governments, or by federal grant, contract, loan, or loan guarantee. The Act also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Act does not apply to children’s services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the Act may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1000) for each violation and/or an administrative compliance order against the responsible entity or individual. By signing the Grant Agreement, Grantee certifies that Grantee shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of children’s services as defined in the Act.

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Source: Public Law 103-227 [20 U.S.C. § 7183].

34. **WHISTLEBLOWER PROTECTIONS.** Grantee shall comply with the provisions of 41 U.S.C. § 4712, which states that an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body (as defined therein) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an **abuse of authority** relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant – disclosures known as “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 34.1. Grantee’s employees are encouraged to report fraud, waste, and abuse. Grantee shall inform its employees, in writing, that they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 34.2. Grantee shall include this requirement in any agreement made with a contractor or subrecipient.

Source: 41 U.S.C. § 4712.

Payment and Funding

35. **ADVANCE PAYMENTS.**
- 35.1. At its discretion, DHHS may elect to provide any payment under the Grant Agreement in advance of actual spending, as consistent with federal law and the federal award. To receive an advance payment under the Grant Agreement, Grantee must provide to DHHS a written request based on its actual cash needs. DHHS reserves the right to request additional supporting documentation to make any advance payment.
- 35.2. If the Grant Agreement includes funds from HHS, advance funding may only be provided based on thirty (30) days of actual cash needs.
- 35.3. DHHS further reserves the right to reconcile all advance payments before making any final payments (advance or reimbursement) to Grantee.
36. **COSTS.**
- 36.1. Under the Grant Agreement, DHHS shall only pay for actual and allowable costs (as defined in this section) incurred during the Period of Performance.
- 36.1.1. To be allowable, all costs must be:
- Necessary for the performance of the subaward activities;
 - Reasonable, as provided in 2 CFR § 200.404 or 45 CFR § 75.404;
 - Allocable to the federal award, as provided in 2 CFR § 200.405 or 45 CFR § 75.405;
 - Consistent with all other requirements of the Cost Principles; and
 - Consistent with all other laws, regulations, policies, or other requirements applicable to the state or federal funds involved.
- 36.1.2. To be actual, all costs must be finalized and spent by the appropriate dates set forth in the Closeout and Post-Closeout section herein, attachments to the Grant Agreement, and as otherwise set forth herein.
- 36.1.3. *Pre-award Costs.* Pre-award costs are those incurred prior to the effective date of the Grant Agreement directly pursuant to the negotiation and in anticipation of the Grant, where such costs are necessary for efficient and timely performance of the Work Plan. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Grant, and only with the written approval

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- of DHHS. If charged to the Grant, these costs must be charged to the initial budget period of the project, unless otherwise specified by DHHS.
- 36.2. For HUD subawards, all costs must also meet the requirements of 24 CFR Part 570, 24 CFR Part 574, and 24 CFR Part 576, as applicable.
 - 36.3. For DOL subawards, all costs must also meet the requirements of 2 CFR Part 2900 Subpart E.
 - 36.4. If anything in any budget attached to the Grant Agreement conflicts with the regulations cited herein, or with any applicable law or the federal Notice of Award, the regulations, law, and federal Notice of Award shall govern.
 - 36.5. If the Grant Agreement is a block grant award, and if there are not existing statute or regulations governing the manner and method of payment of the particular costs or services, DHHS will apply the requirements in subsection 36.1, above, to determine whether the costs shall be paid. Said costs must also be consistent with the requirements for the particular block grant in 45 CFR Part 96.
 - 36.6. If the Grant Agreement involves both federal and state funds, any requirements applicable to the federal funds shall also be applied to the state funds.

Source: Regulations cited in this section.

37. **EXECUTIVE COMPENSATION.** At the time of execution of the Grant Agreement, Grantee must notify DHHS, in writing, if it is required to report executive compensation pursuant to the Federal Funding Accountability and Transparency Act, Pub. L. 109-282, as amended by section 6202(a) of Pub. L. 110-252, and associated regulations at 2 CFR Part 170. This is required for subrecipients who receive \$25,000,000 or more in annual gross revenue in federal contracts, subcontracts, awards, or subawards, and meet the other regulatory criteria listed in those sections. If Grantee meets these criteria, it must fill out an executive compensation disclosure, which is available at <https://dhhs.ne.gov/Pages/Grant-Opportunities.aspx>, and provide it to the DHHS Project Manager. Grantee shall notify DHHS immediately if funding it receives changes such that it must report salaries under this requirement.
38. **FUNDING AVAILABILITY.** DHHS may terminate the Grant Agreement, 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 Grantee written notice thirty (30) days prior to the effective date of any termination under this section. DHHS shall give full credit to Grantee for noncancelable obligations properly incurred by Grantee prior to termination, and costs incurred on, or prior to, the termination date. If the amount contained in any attached budget is greater than the amount contained in the Grant Funding Attachment, that additional amount does not represent a guarantee of additional funding. Budgets attached to the Grant Agreement may be based on the total amount of expected funding, and not actually available funding awarded to DHHS from the Federal Funding Agency. Any attached budget only represents a guarantee of the amount of funding included in the Grant Funding Attachment.
39. **FINAL INVOICE AND SPEND DATE.** The dates for final invoicing and finalizing and spending of the funds awarded under the Grant Agreement are set forth in the Grant Funding Attachment. Failure to meet these deadlines may result in DHHS disallowing costs or taking any other available remedy, as provided herein.
40. **FUNDING CHANGES.** Unless the Grant Work Plan attached to the Grant Agreement is designated as a fixed cost grant agreement, or the Grant Agreement was the result of a competitive application process, the following applies:
 - 40.1. *Additional Funding.* DHHS may, subject to available funding, award additional funding to the Grantee under the terms of the Grant Agreement through an "Award of Additional Funding." Any "Award of Additional Funding" shall supersede any conflicting terms in the Grant Agreement, and must: (1) be provided, in writing, to the individual in the Notices section; (2) include any additional or updated information required by 2 CFR § 200.331 or 45 CFR § 75.352 or other applicable law or regulation; (3) contain any allowable extension of the Budget Period/Period of Performance;

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(4) modify any terms related to the funds being added, including final dates for invoicing and finalizing/spending; and (5) be signed by the designated DHHS official. Furthermore, any attached budget will supersede the previously approved budget attached to the Grant Agreement.

40.2. *Modification of Funding.* DHHS may also update or modify the information contained in the Grant Agreement without a written amendment. Should funding information required to be provided to Grantee by 2 CFR § 200.331 or 45 CFR § 75.352, other than the total amount of funds awarded, change during the course of the Grant, DHHS shall issue a “Funding Update.” Any “Funding Update” shall supersede the Grant and may also be used to extend the Period of Performance and modify any terms related to the funding, such as final dates for invoicing and finalizing/spending. Funding information may also be updated in an amendment executed by both parties.

40.3. Funding sources may be modified, or an award of additional funds may also be completed, through an amendment executed by both parties.

41. **NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.** Grantee 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 Grantee 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 (6) 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 Income Tax Withholding Certificate for Nonresident Individuals, Form W-4NA, or its successor. The form is available at https://revenue.nebraska.gov/files/doc/tax-forms/f_w4na.pdf.

42. **PAYMENT AND PAYMENT REQUESTS.**

42.1. *Payment.* Unless otherwise provided herein, and if payment is being made by reimbursement, DHHS shall make payment to Grantee within thirty (30) days of receipt of Grantee’s payment request, unless the request is improper or contains deficiencies. Payments may be withheld as set forth in 2 CFR § 200.305(b)(6) or 45 CFR § 75.305(b)(6), or as otherwise provided herein, or in accordance with applicable law.

42.2. *Payment Requests.* All requests for payments submitted by Grantee shall contain sufficient detail to support payment. Grantee must be able to provide source documentation or other verification of all claimed costs, either provided with its request for payment, or available to DHHS.

42.3. *ACH.* The Grantee shall complete and sign the State of Nebraska Automated Clearing House (ACH) Enrollment Form and obtain the necessary information and signatures from its financial institution. The completed form must be submitted before payments to Grantee can be made. The ACH form is available on the Department of Administrative Services website, at <https://das.nebraska.gov/>.

42.3.1. Grantee must promptly notify DHHS of any changes to Grantee’s ACH enrollment information.

Source: Neb. Rev. Stat. §§ 81-2401 through 81-2408; 2 CFR § 200.302 or 45 CFR § 75.302.

43. **FEDERAL FINANCIAL ASSISTANCE/FAITH-BASED ACTIVITIES.**

43.1. *Federal Financial Assistance.* Grantee shall comply with all applicable provisions of 45 CFR §§ 87.1 and 87.2. Grantee certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, or proselytization. This provision, however, does not apply to subawards listed in 45 CFR § 87.2, or to subawards funded with HUD funds.

43.2. *Faith-Based Activities.* If the Grant Agreement involves HUD funds, as per 24 CFR § 576.406 or 24 CFR § 574.300(c), as applicable, the Grantee shall comply with the requirements found in 24 CFR § 5.109 for full participation by faith-based organizations. These requirements may be more fully set forth herein.

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Source: 45 CFR §§ 87.1 and 87.2; 24 CFR § 576.406; 24 CFR § 574.300(c).

44. LOBBYING.

44.1. No federal or state funds paid under the Grant Agreement shall be paid for any lobbying costs, as set forth herein.

44.2. *Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR Part 93, and Required Disclosures.*

44.2.1. Grantee certifies that no federal or state appropriated funds shall be paid by or on behalf of Grantee 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 Grant Agreement or any of the following actions: (a) the awarding of any federal contract; (b) the making of any federal grant; (c) the making of any federal loan; (d) the entering into of any cooperative agreement; and (e) the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

44.2.2. 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 the Grant Agreement, Grantee shall complete and submit Federal Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

44.3. *Lobbying Activities Prohibited under Federal Appropriations Bills.*

44.3.1. No funds under the Grant Agreement shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any State or local government itself. (See Pub. L. 113-235, Division G, Title V, Sec. 503(a)).

44.3.2. No funds under the Grant Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government. (See Pub. L. 113-235, Division G, Title V, Sec. 503(b)).

44.3.3. The prohibitions in the two preceding subsections shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control. (See Pub. L. 113-235, Division G, Title V, Sec. 503(c)).

44.4. *Lobbying Costs Unallowable Under the Cost Principles.* In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 2 CFR § 200.450(b) or 45 CFR § 75.450(b). If Grantee is a non-profit organization or an Institution of Higher Education, other costs of lobbying are also unallowable, as set forth in 2 CFR § 200.450(c) or 45 CFR § 75.450(c).

Source: 31 U.S.C. § 1352; 45 CFR Part 93; Appropriations bills; 2 CFR § 200.450 or 45 CFR § 75.450.

45. SUBRECIPIENTS OR CONTRACTORS.

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- 45.1. Grantee shall not subaward nor contract any portion of the Grant Agreement without written notice to DHHS (a budget attached to the Grant Agreement or approved, in writing, by DHHS shall be considered written notice for this section). DHHS reserves the right to reject a subrecipient or contractor, but such rejection shall not be arbitrary or capricious.
- 45.2. In contracting or subawarding any portion of the Grant Agreement, Grantee shall follow 2 CFR §§ 200.318 through 200.327 or 45 CFR §§ 75.327 through 75.335, as applicable. If subawarding out any portion of the Grant Agreement, Grantee shall monitor the subaward as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. As applicable, Grantee shall follow the requirements for pass-through entities, including, but not limited to, 2 CFR § 200.332 or 45 CFR § 75.352.
- 45.3. Grantee shall maintain copies of all procurement contracts and documentation of its compliance with this section.
- 45.4. Grantee shall ensure that all contractors and subrecipients comply with all requirements of the Grant Agreement and applicable federal, state, county, and municipal laws, ordinances, rules, and regulations.

Source: 2 CFR §§ 200.318 through 200.327 or 45 CFR §§ 75.327 through 75.335; 2 CFR § 200.332 or 45 CFR § 75.352.

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1. **BUSINESS ASSOCIATE.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party to the Grant Agreement, shall mean Grantee.
2. **COVERED ENTITY.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to the Grant Agreement, shall mean DHHS.
3. **HIPAA RULES.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. **SECURITY INCIDENT.** “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.
5. **OTHER TERMS.**
 - 5.1. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
 - 5.2. For the purposes of this Addendum, “Grant Agreement” is synonymous with “Subaward” and “Grantee” is synonymous with “Subrecipient,” as defined in 2 CFR § 200.1 or 45 CFR § 75.2. “Contractor” as used herein shall mean the same as the term “Subcontractor” in the HIPAA Rules.
6. **THE GRANTEE** shall do the following:
 - 6.1. Not use or disclose Protected Health Information other than as permitted or required by the Grant Agreement or as required by law. Grantee may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under the Grant Agreement. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
 - 6.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in the Grant Agreement, and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 6.3. To the extent Grantee is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 6.4. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and Gras that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Grantee on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to Grantee with respect to such information.
 - 6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Grantee of any instances of which the person is aware that the confidentiality of the information has been breached.
 - 6.6. Grantee shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 6.6.1. Protected Health Information to DHHS, as necessary to satisfy DHHS’ obligations under 45 CFR § 164.524;
 - 6.6.2. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS,

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- pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
- 6.6.3. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
- 6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Grantee on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Grantee shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
- 6.8. Report to DHHS within fifteen (15) days of when Grantee becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Grantee shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Grantee shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.
- 6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Grantee, its officers, directors, agents, or contractors to comply with the terms of the Grant Agreement, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Grantee, its officers, directors, agents, or contractors. Additionally, Grantee shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Grantee, its officers, directors, agents, or contractors to comply with the terms of the Grant Agreement.
7. TERMINATION.
- 7.1. DHHS may immediately terminate the Grant Agreement, and any and all associated contracts, if DHHS determines that Grantee has violated a material term of the Grant Agreement.
- 7.2. Within thirty (30) days of expiration or termination of the Grant Agreement, or as agreed, unless Grantee requests and DHHS authorizes a longer period of time, Grantee shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Grantee on behalf of DHHS) that Grantee still maintains in any form, and shall retain no copies of such Protected Health Information. Grantee shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Grantee shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Grant Agreement shall survive with respect to such Protected Health Information.
- 7.3. The obligations of the Grantee under this Termination section shall survive the termination of the Grant Agreement.

ADDENDUM - DATA USE AGREEMENT (DUA) PROVISIONS

1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

1.1. The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Information with Subrecipient, and set forth Subrecipient's rights and obligations with respect to the Information and the limited purposes for which the Subrecipient may create, receive, maintain, use, disclose or have access to Information. This DUA includes, but is not limited to, taking any Information outside of any DHHS systems provided for data use, as well as the creation of any new data being used outside those systems. This DUA also describes DHHS's remedies in the event of Subrecipient's noncompliance with its obligations under this DUA. This DUA applies to both DHHS business associates, with "business associate" defined in the Health Insurance Portability and Accountability Act (HIPAA), as well as Subrecipients who are not business associates, who create, receive, maintain, use, disclose or have access to Information on behalf of DHHS, its programs or clients as described in the Contract. As a best practice, DHHS requires its Subrecipients to comply with the terms of this DUA to safeguard all types of Information.

1.2. If any provision of the Contract conflicts with this DUA, this DUA controls.

2. DEFINITIONS

For the purposes of this DUA, capitalized terms have the following meanings:

2.1. "Authorized Purpose" means the specific purpose or purposes described in the Contract for Subrecipient to fulfill its obligations under the Contract, or any other purpose expressly authorized by DHHS, in writing, in advance.

2.2. "Authorized User" means a person:

2.3. Who is authorized to create, receive, maintain, access, process, view, handle, examine, interpret, or analyze Information pursuant to this DUA;

2.4. Who has a demonstrable need to create, receive, maintain, use, disclose or have access to the Information; and

2.5. Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Information as required by this DUA.

2.6. "Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Information other than as permitted by this DUA shall be presumed to be a Breach unless Subrecipient demonstrates, based on a risk assessment, that there is a low probability that the Information has been compromised.

2.7. "Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Subrecipient or that Subrecipient may create, receive, maintain, use, disclose or have access to on behalf of DHHS in connection with the Contract, which consists of or includes any or all of the following:

2.7.1. Education records as defined in the Family Educational Rights and Privacy Act, 20U.S.C. §1232g; 34 C.F.R. Part 99

2.7.2. Federal Tax Information as defined in Internal Revenue Code § 6103 and Internal Revenue Service Publication 1075;

2.7.3. Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

2.7.4. Personally Identifiable Information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

2.7.5. Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

2.7.6. Medicaid Client refers to:

- A Medicaid applicant;
- A Medicaid member;
- A person who is conditionally eligible for Medicaid; or
- A person whose income or assets are considered in determining eligibility for an applicant or member

2.7.7. Personal Information as defined by Neb. Rev. Stat. § 87-802;

2.7.8. Information or records contained in Neb. Rev. Stat. § 84-712.05;

2.7.9. All privileged work product;

2.7.10. All other information designated as confidential under the constitution and laws of the State of Nebraska and of the United States

2.8. "Contract" includes, collectively, the Request for Application (Request for Proposal or Request for Qualifications, as applicable), Subaward, the Subrecipient's proposal, as well as any addenda, appendices, and attachments;

2.9. "Destroy" or "Destruction", for Information, means:

2.10. Paper, film, or other hard copy media have been shredded or destroyed such that the Information cannot be read or otherwise reconstructed. Redaction is specifically excluded as a means of data destruction.

2.11. Electronic media have been cleared, purged, or destroyed consistent with National Institute of Standards and Technology (NIST) Special Publication 800-88, "Guidelines for Media Sanitization," such that the Information cannot be retrieved.

2.12. "Discover" or "Discovery" means the first day on which a Breach becomes known to Subrecipient, or, by exercising reasonable diligence would have been known to Subrecipient.

2.13. "Legally Authorized Representative" of an individual means any individual as defined in 42 CFR 435.923 (authorized representative), or any individual legally authorized to act on behalf of another individual under Nebraska law;

2.14. "Required by Law" means a mandate contained in law that compels an entity to use or disclose Information that is enforceable in a court of law and is consistent with 42 CFR Part 431, Subpart F, including court orders, warrants, subpoenas or investigative demands.

2.15. "Subcontractor/Subrecipient" means a person who contracts with a prime contractor or Subrecipient to work, to supply commodities, or to contribute toward completing work for a governmental entity.

2.16. "Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether they are paid by that party.

3. SUBRECIPIENT'S DUTIES REGARDING INFORMATION

3.1. With respect to PHI, Subrecipient shall:

3.1.1. Make PHI available if requested by DHHS, if Subrecipient maintains PHI, as defined in HIPAA.

3.1.2. Provide to DHHS data aggregation services related to the healthcare operations Subrecipient performs for DHHS pursuant to the Contract, if requested by DHHS, if Subrecipient provides data aggregation services as defined in HIPAA.

3.1.3. Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

3.1.4. Make PHI available to DHHS for amendment, and incorporate any amendments to PHI that DHHS directs, in compliance with HIPAA.

3.1.5. Document and make available to DHHS, an accounting of use and disclosures in compliance with the requirements of HIPAA.

3.1.6. If Subrecipient receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to DHHS or, if forwarding the request would violate HIPAA, promptly notify DHHS of the request and of Subrecipient's response. DHHS will respond to all such requests, unless Subrecipient is Required by Law to respond or DHHS has given prior written consent for Subrecipient to respond to and account for all such requests.

3.2. With respect to **ALL Information**, Subrecipient shall:

3.2.1. Exercise reasonable care and no less than the same degree of care Subrecipient uses to protect its own confidential, proprietary and trade secret information to prevent Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Subrecipient must access, create, maintain, receive, use, disclose, transmit or Destroy Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

3.2.2. Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards (for the purpose of this paragraph, "Safeguards") to preserve and maintain the confidentiality, integrity, and availability of the Information, in accordance with applicable laws or regulations relating to Information, to prevent any unauthorized use or disclosure of Information as long as Subrecipient has such Information in its actual or constructive possession. DHHS must review and approve said Safeguards before actual or constructive possession of any Information. Subrecipient must also allow DHHS, or a third party designated by DHHS, to review the Safeguards, in the sole discretion of DHHS.

3.2.3. Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Contract. Subrecipient shall produce, within three business days of a request by DHHS, copies of its policies and procedures and records relating to the use or disclosure of Information.

3.2.4. Obtain DHHS's prior written consent to disclose or allow access to any portion of the Information to any person, other than Authorized Users, Workforce or Subcontractors/Subrecipients of Subrecipient, provided said Authorized Users, Workforce or Subcontractors/Subrecipients have completed DHHS-specified training in confidentiality, privacy, security, and on the importance of promptly reporting any Breach to Subrecipients's management and as permitted in Section 3.1.3, above. All Authorized Users, Workforce or Subcontractors/Subrecipients must execute, individually, an acknowledgement noting their obligations as regards Information, and referencing this DUA. Additional requirements set forth below pertaining to Subcontractors/Subrecipients dictate further requirements before disclosure.

3.2.5. Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor/Subrecipient who fails to comply with this DUA, the Contract or applicable law. Subrecipient must maintain evidence of sanctions and produce it to DHHS upon request.

3.2.6. Obtain prior written approval of DHHS, to disclose or provide access to any Information on the basis that such act is Required by Law, so that DHHS may have the opportunity to object to the disclosure or access and seek appropriate relief.

3.2.7. Certify that its Authorized Users each have a demonstrated need to know and have access to Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Information contained in this DUA. Subrecipient and any previously authorized Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to DHHS upon request.

3.2.8. Provide, and require Subcontractors and agents to provide, to DHHS periodic written confirmation of compliance with controls and the terms of this DUA.

3.2.9. Return to DHHS or Destroy, at DHHS's election and at Subrecipient's expense, all Information received from DHHS or created or maintained by Subrecipient or any of Subrecipient's agents or Subcontractors on DHHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Subrecipient shall certify in writing to DHHS that all such Information has been Destroyed or returned to DHHS, and that Subrecipient and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Subrecipient acknowledges and agrees that it may not Destroy any Information if federal or state law, or DHHS record retention policy or a litigation hold notice

prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Subrecipient shall immediately notify DHHS of the reasons such return or Destruction is not feasible, and agree to extend the protections of this DUA to the Information for as long as Subrecipient maintains such Information.

3.2.10. Comply with the current DHHS Acceptable Use Policy (AUP), and require each Subcontractor and Workforce member who has direct access to DHHS Information Resources, as defined in the AUP, to execute a DHHS Acceptable Use Agreement. See Section 3.2.14 bullet point labeled "DHHS Information Security Policies."

3.2.11. Only conduct secure transmissions of Information whether in paper, oral or electronic form. DHHS must approve the method of secure transmission before any Information is transmitted by Subrecipient. A secure transmission of electronic Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Information shall be through secure systems. Subrecipient shall provide proof of system, media or device security and/or encryption to DHHS no later than 48 hours after DHHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. DHHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. De-identification of Information in accordance with HIPAA de-identification standards is deemed secure.

3.2.12. Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Subrecipient and is responsible for the development and implementation of the privacy and security requirements in this DUA. Subrecipient shall provide name and current address, phone number and e-mail address for such designated officials to DHHS upon execution of this DUA and prior to any change. Upon written notice from DHHS, Subrecipient shall promptly remove and replace such official(s) if such official(s) is/are not performing the required functions.

3.2.13. Make available to DHHS any information DHHS requires to fulfill DHHS's obligations to provide access to, or copies of, Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Information. Subrecipient shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

3.2.14. Comply with the following laws and standards if applicable to the type of Information and Subrecipient's Authorized Purpose:

- The Privacy Act of 1974 (USC 552a);
- OMB Memorandum 17-12;
- 42 CFR Part 431, Subpart F;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- NIST Special Publication 800-66 Revision 1 - An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Nebraska Information Technology Commission, Chapter 8 – Information Security Policy, available at: <https://nitc.nebraska.gov/standards/index.html>;
- DHHS IT Policies available at the following link: [http://dhhs.ne.gov/Documents/Information%20Technology%20\(IT\)%20Security%20Policies%20and%20Standards.pdf](http://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf)
- Family Educational Rights and Privacy Act; and
- Any other state or federal law, regulation, or administrative rule relating to the specific DHHS program area that Subrecipient supports on behalf of DHHS.

- Be permitted to use or disclose Information, except Information about Medicaid Clients, for the proper management and administration of Subrecipient roles and responsibilities or to carry out Subrecipient's legal responsibilities, except as otherwise limited by this DUA, the Contract, or law applicable to the Information, if: (1) Disclosure is Required by Law; or (2) Subrecipient obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
- Maintain the confidentiality of the Information in accordance with this DUA;
- Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
- Notify Subrecipient in accordance with Section 4 of a Breach of Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

3.2.15. For Information about Medicaid Clients, DHHS must provide prior written approval to the Subrecipient before Subrecipient is permitted to use such information for the uses described immediately above.

3.3. With respect to **ALL Information**, Subrecipient shall NOT:

3.3.1. Attempt to re-identify or further identify Information that has been de-identified, or attempt to contact any persons whose records are contained in the Information, except for an Authorized Purpose, without express written authorization from DHHS.

3.3.2. Engage in marketing or sale of Information.

3.3.3. Permit, or enter into any agreement with a Subcontractor/Subrecipient to, create, receive, maintain, use, disclose, have access to or transmit Information, on behalf of DHHS without requiring that Subcontractor/Subrecipient first gain approval from DHHS and execute the Form Subcontractor/Subrecipient Agreement, Appendix 1. Subrecipient is directly responsible for its Subcontractors'/Subrecipients' compliance with, and enforcement of, this DUA. If Subcontractor/Subrecipient requires Medicaid Client information access, the Subrecipient shall specifically identify as such in its request to DHHS.

4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.1. Cooperation and Financial Responsibility

4.1.1. Subrecipient shall, at Subrecipient's expense, cooperate fully with DHHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by DHHS, for any Breach of Information.

4.1.2. Subrecipient shall make Information in Subrecipient's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

4.1.3. Subrecipient's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to DHHS's satisfaction (the "incident response period").

4.2. Initial Breach Notice

4.2.1. For federal information obtained from a federal system of records, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Information), Subrecipient shall notify DHHS of the Breach within the first hour of Discovery. The Contract shall specify whether Information is obtained from a federal system of records. For all other types of Information, Subrecipient shall also notify DHHS of the Breach within the first hour of Discovery, or in a timeframe otherwise approved by DHHS in writing. Subrecipient shall initially report to DHHS's Privacy and Security Officers via email at:

- D HHS.InformationSecurityOffice@nebraska.gov; and
- D HHS.PrivacyOfficer@nebraska.gov; and
- Notification shall also be provided via email to the DHHS Contract or Subaward Manager.

4.2.2. Subrecipient shall report all information reasonably available to Subrecipient about the Breach. This shall include, but not necessarily be limited to:

- Date and time of the incident;
- Date and time the incident was discovered;
- Description of the incident and the data involved, including specific data elements, if known;
- Potential number of records involved; if unknown, provide an estimated range;
- Address where the incident occurred;

- Information technology involved (e.g., laptop, server, mainframe etc.)

4.2.3. Subrecipient shall provide contact information to DHHS for Subrecipient's single point of contact who will communicate with DHHS both on and off business hours during the incident response period.

4.2.4. Third Business Day. No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Subrecipient of a Breach of Information, Subrecipient shall provide written notification to DHHS of all reasonably available information about the Breach, and Subrecipient's investigation, including, to the extent known to Subrecipient:

- The date the Breach occurred;
- The date of Subrecipient's and, if applicable, Subcontractor's Discovery;
- A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- A brief description of Subrecipient's investigation and the status of the investigation;
- A description of the types and amount of Information involved;
- Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual(s) and if applicable, the Legally Authorized Representative;
- Representative, last known address, age, telephone number, and email address if it is a preferred contact method;

4.2.5. Subrecipient's initial risk assessment of the Breach, demonstrating whether individual or other notices are required by applicable law or this DUA for DHHS approval, including an analysis of whether there is a low probability of compromise of the Information or whether any legal exceptions to notification apply;

4.2.6. Subrecipient's recommendation for DHHS's approval as to the steps individuals and/or Subrecipient on behalf of individuals, should take to protect the individuals from potential harm, including Subrecipient's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

4.2.7. The steps Subrecipient has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

4.2.8. The steps Subrecipient has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

4.2.9. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

4.2.10. A reasonable schedule for Subrecipient to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by DHHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

4.2.11. Any reasonably available, pertinent information, documents or reports related to a Breach that DHHS requests following Discovery.

4.3. *Breach Notification to Individuals and Reporting to Authorities.*

4.3.1. DHHS may direct Subrecipient to provide Breach notification to individuals, regulators or third-parties, as specified by DHHS following a Breach.

4.3.2. Subrecipient must comply with all applicable legal and regulatory requirements, including but not limited to those contained in the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. §§ 87-801 et seq., in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Subrecipient's name and on Subrecipient's letterhead, unless otherwise directed by DHHS, and will contain contact information, including the name and title of Subrecipient's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

4.3.3. Subrecipient shall provide DHHS with draft notifications for DHHS approval prior to distribution and copies of distributed and approved communications.

4.3.4. Subrecipient shall have the burden of demonstrating to the satisfaction of DHHS that any required notification was timely made. If there are delays outside of Subrecipient's control, Subrecipient shall provide written documentation to DHHS of the reasons for the delay.

4.3.5. If DHHS directs Subrecipient to provide notifications, DHHS shall, in the time and manner

reasonably requested by Subrecipient, cooperate and assist with Subrecipient's information requests in order to make such notifications.

5. GENERAL PROVISIONS

5.1. Ownership of Information

5.1.1. Notwithstanding any other provision in the Contract, all data collected as a result of this project (including but not limited to all Information) shall be the property of DHHS.

5.1.2. DHHS Commitment and Obligations

5.1.3. DHHS will not request Subrecipient to create, maintain, transmit, use or disclose PII/PHI in any manner that would not be permissible under applicable law if done by DHHS.

5.2. DHHS Right to Inspection

5.2.1. At any time, upon reasonable notice to Subrecipient, or if DHHS determines that Subrecipient has violated this DUA, DHHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Subrecipient to monitor compliance with this DUA. For purposes of this subsection, DHHS's agent(s) include, without limitation, the Office of Public Counsel, the Nebraska Attorney General's Office, the Nebraska Auditor of Public Accounts, outside consultants, legal counsel, or other designee.

5.3. Term; Termination of DUA; Survival

5.3.1. This DUA will be effective on the date on which it was signed, and will terminate upon termination of the Contract and as set forth herein. If the Contract is extended, this DUA is extended to run concurrent with the Contract.

5.3.2. If DHHS determines that Subrecipient has violated a material term of this DUA, DHHS may, in its sole discretion:

- Exercise any of its rights, including but not limited to reports, access and inspection under this DUA and/or the Contract; or
- Require Subrecipient to submit to a corrective action plan, including a plan for monitoring and plan for reporting as DHHS may determine necessary to maintain compliance with this DUA; or
- Provide Subrecipient with a reasonable period to cure the violation as determined by DHHS; or
- Terminate the DUA and Contract immediately, and, if DHHS further determines, seek relief in a court of competent jurisdiction.
- Before exercising any of these options, DHHS will provide written notice to Subrecipient describing the violation and the action it intends to take.

5.3.3. If neither termination nor cure is feasible, DHHS shall report the violation to the applicable regulatory authorities.

5.3.4. The duties of Subrecipient or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Information is Destroyed or returned to DHHS, as required by this DUA.

5.4. Injunctive Relief

5.4.1. Subrecipient acknowledges and agrees that DHHS may suffer irreparable injury if Subrecipient or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Information or a provision of HIPAA or other laws or regulations applicable to Information.

5.4.2. Subrecipient further agrees that monetary damages may be inadequate to compensate DHHS for Subrecipient's or its Subcontractor's failure to comply. Accordingly, Subrecipient agrees that DHHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

5.5. Indemnification

5.5.1. All of Subrecipient's duties and obligations regarding indemnification otherwise contained herein apply to the provisions contained in this DUA.

5.6. Automatic Amendment and Interpretation

5.6.1. Upon the effective date of any amendment or issuance of additional regulations to any law

applicable to Information, this DUA will automatically be amended so that the obligations imposed on DHHS and/or Subrecipient remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits DHHS and Subrecipient to comply with laws applicable to Information.

5.7. Notices; Requests for Approval

5.7.1. All notices and requests for approval related to this DUA must be directed to the DHHS Contract or Subaward Manager.

END OF TEXT

APPENDIX 1. SUBCONTRACTOR/SUBRECIPIENT AGREEMENT FORM
DHHS CONTRACT NUMBER [ADD E1 Number]

The Data Use Agreement (DUA) between The Nebraska Department of Health and Human Services (DHHS) and [Subrecipient] establishes the permitted and required uses and disclosures of Information by [Subrecipient]. [Subrecipient] has received permissions by DHHS for operations purposes of [ADD E1 Number], and has [subcontracted/subawarded] with _____ [Subcontractor/Subrecipient] for performance of duties on behalf [Subrecipient], which are subject to the DUA. Subcontractor/Subrecipient acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Subrecipient under the DUA, incorporated by reference in this Agreement, with respect to DHHS Information. Subrecipient and Subcontractor/Subrecipient agree that DHHS is a third-party beneficiary to applicable provisions of the subcontract.

DHHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor/Subrecipient Agreement Form.

[Subrecipient] and Subcontractor/Subrecipient assure DHHS that any Breach as defined by the DUA that Subcontractor/Subrecipient Discovers shall be reported to DHHS by [Subrecipient] in the time, manner and content required by the DUA.

If [Subrecipient] knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor/Subrecipient that constitutes a material breach or violation of the DUA or the Subcontractors/Subrecipient's obligations, [Subrecipient] shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor/Subrecipient, if feasible;
3. Notify DHHS immediately upon Discovery of the pattern of activity or practice of Subcontractor/Subrecipient that constitutes a material breach or violation of the DUA and keep DHHS reasonably and regularly informed about [Subrecipient] is taking to cure or end the violation or terminate Subcontractor's/Subrecipients contract or arrangement.

This Subcontractor/Subrecipient Agreement Form is executed by the parties in their capacities indicated below.

FOR:
[Subrecipient]

FOR SUBCONTRACTOR/SUBRECIPIENT:

Name
Title
[Subrecipient]

Name
Title
Subcontractor/Subrecipient name

DATE: _____

DATE: _____



ADMINISTRATION FOR **CHILDREN & FAMILIES**

GENERAL TERMS AND CONDITIONS

Except as noted otherwise, these Terms and Conditions (T&Cs) apply to all mandatory grant programs administered by the Administration and Children and Families (ACF). T&Cs can be found at [Post-Award Requirements](#). In addition to these T&Cs, please review the separate program-specific Supplemental T&Cs for each program.

By acceptance of the individual awards, each grant recipient and subrecipient agrees to comply with these T&Cs. Failure to comply may result in disallowances, restricted drawdown, withholding of future awards, and deferral of claims for Federal Financial Participation (FFP) of the grant. The first draw down or request for award funds from HHS Division of Payment Management Services (PMS) constitutes acceptance of the T&Cs under the grant award.

Important websites:

- *ACF website:* <https://www.acf.hhs.gov/>.
- *ACF Post-Award Requirements:* <https://www.acf.hhs.gov/grants/post-award-requirements>.
- *Appropriations:* <https://crsreports.congress.gov/>.
- *General and Permanent Laws:* United States Code (U.S.C.), <https://uscode.house.gov/>.
- *HHS website:* <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.
- *Regulations:* Electronic Code of Federal Regulations (e-CFR), <https://www.ecfr.gov/> or the new beta eCFR at <https://ecfr.federalregister.gov/>.
- *U.S. Federal Legislative Information:* <https://www.congress.gov/>.

ADMINISTRATION FOR CHILDREN AND FAMILIES

MANDATORY FORMULA, BLOCK AND ENTITLEMENT GRANT PROGRAMS

Catalog of Federal Domestic Assistance (CFDA) Program No. varies, see program specific Supplemental Terms and Conditions

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. Effective December 2014, the Department of Health and Human Services (HHS)-specific implementing regulations of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is codified at **45 CFR Part 75**.
 - a. The following provisions apply to all mandatory grant programs:
 - i. Subpart A – Acronyms and Definitions

- ii. Subpart B – General Provisions
 - iii. Subpart D – Post Federal Award Requirements only portions apply to all:
 - 1. 45 CFR §75.303 – Internal Controls
 - 2. 45 CFR §75.351 through §75.353 – Subrecipient Monitoring and Management.
 - b. Please see the program specific Supplemental Terms and Conditions as exceptions do apply to some ACF grant programs.
 - c. Unless otherwise stated, grant recipient and subrecipient must refer to the HHS-specific language in 45 CFR Part 75 rather than 2 CFR Part 200.
2. Additional federal regulations:
- a. **2 CFR Part 25** – Universal Identifier and System for Award Management
 - b. **2 CFR Part 170** – Reporting Subaward and Executive Compensation Information
 - c. **2 CFR Part 175** – Award Term for Trafficking in Persons
 - d. **2 CFR Part 176** – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
 - e. **2 CFR Part 180** – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non Procurement)
 - f. **2 CFR Part 376** – Nonprocurement Debarment and Suspension
 - g. **2 CFR Part 382** – Requirements for Drug-Free Workplace (Financial Assistance)
 - h. **31 U.S.C. §3335, §6501, and §6503** (see also **31 CFR Part 205** – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act
 - i. **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board
 - j. **45 CFR Part 30** – Claims Collection
 - k. **45 CFR Part 80** – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
 - l. **45 CFR Part 81** – Practice and Procedure for Hearings Under Part 80 of this Title
 - m. **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
 - n. **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
 - o. **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations
 - p. **45 CFR Part 91** – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
 - q. **45 CFR Part 93** – New Restrictions on Lobbying

- r. **45 CFR Part 95** – General Administration – Grant Programs
 - s. **45 CFR Part 100** – Intergovernmental Review of Department of Health and Human Services Programs and Activities
3. Statutory and national policy requirements:
- a. *Human Trafficking Provisions.* These awards are subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 U.S.C. 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.
 - b. *Mandatory Disclosures.* These awards are subject to the requirements in 31 U.S.C. 3321, 41 U.S.C. 2313, and provisions found in Federal regulations at 45 CFR §75.113 and Appendix XII of this part, and 2 CFR Parts 180 and 376 for debarment and suspension. Non-Federal entities must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to comply may result in any noncompliance remedies, including debarment and suspension.

ACF is required to review and consider information about any current or potential recipient, subrecipient, contractor, or subcontractor contained in the Federal Awardee Performance and Integrity Information System (FAPIIS) (<https://www.fapiis.gov>) and System for Award Management (SAM). Non-Federal entities may review and comment on any information about itself that has been entered into FAPIIS. ACF will consider any comments by the non-Federal entity, in addition to other information in FAPIIS to judge the grant recipients integrity, business ethics, and record of performance under Federal awards when completing its review of risk.
 - c. *Micro-purchase and Simplified Acquisition Threshold for Financial Assistance.* “Due to statutory changes set forth in the National Defense Authorization Act for Fiscal Year 2018, which became law on December 12, 2017, the threshold for micro-purchases is now set at \$10,000, and the threshold for simplified acquisition is now \$250,000. In accordance with 41 U.S.C. § 1902(f), changes to the thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR). However, pursuant to [2 CFR §200.102](#), OMB has issued an exception to allow grantees [recipients] to use these higher thresholds in advance of revisions to the FAR at 48 CFR Subpart 2.1 and the Uniform Guidance. Further, the National Defense Authorization Act for Fiscal Year 2017, which became law on December 23, 2016, establishes a uniform process by which institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes can request a micro-purchase threshold above \$10,000. Prior to requesting a higher threshold, please contact the Grants Management Specialist (GMS) identified on your Notice of Award (NoA) or award letter for instructions to submit the request.”
 - d. *Non-Discrimination Legal Requirements for Recipients of Federal Financial Assistance.* You must administer your project in compliance with federal civil

rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
 - For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, *see* <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
 - HHS funded health and education programs must be administered in an environment free of sexual harassment, *see* <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
 - For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, *see* <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.
- e. *Posting Federally Funded Disclaimer Language on Documents*. In accordance with Section 505 of Public Law 115-31, the Consolidated Appropriations Act of 2017 is applicable to the mandatory grant programs. “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.”
- f. *Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services as Per 2 CFR §200.216*. Effective August 13, 2020, 2 CFR §200.216 applies to all grant programs.

"Prohibition on certain telecommunications and video surveillance services or equipment."

(a) As described in 2 CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country."

- g. *Salary Limitation – Federal Executive Level II.* Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through a grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level> under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

- i. *Federal Funds Accountability and Transparency Act (FFATA) Requirements.* Awards under these programs are included under the

provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

- h. *Smoking Prohibitions*. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. Some mandatory grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program specific Supplemental Terms and Conditions for the requirements.
5. *Insular Areas*. For any program that (a) requires a non-Federal share of program funding and (b) is available to several identified grant recipients, under the provisions of 48 U.S.C. 1469a.(d), as amended, the Insular Areas, defined as American Samoa, Guam, the Northern Mariana Islands and the U.S. Virgin Islands, are not required to provide up to \$200,000 of the non-Federal share of program funding. If, in any fiscal year, the non-Federal share exceeds \$200,000, the statutory Federal /non-Federal funding rates for that program will apply to all expenditures that exceed that threshold.

FINANCIAL REPORTING

6. Federal funds awarded under this grant must be expended for the purposes which they were awarded and within the time period allotted. Grant recipients are required to file periodic financial or program specific expenditure reports either quarterly or annually for each program. Please see the program specific Supplemental Terms and Conditions for the requirements.
7. *Electronic Submissions*. Reports must be submitted electronically. Paper copies will not be accepted. ACF mandatory grant recipients must submit periodic financial reports through two separate online reporting systems. Each system is secure requires individuals to use a PIN, username, and password.
- a. GrantSolutions On-Line Data Collection (OLDC) system is the online reporting

mechanism and is located at <https://grantsolutions.gov>. The GrantSolutions Help Desk is open on Monday through Friday from 7:00 am to 8:00 pm ET (except for Federal Holidays). You may reach the Help Desk at 1-866-577-0771, 202-401-5282, or help@grantsolutions.gov.

- b. HHS Payment Management System (PMS) is the online payment management mechanism and is located at <https://pms.psc.gov>. The PMS Help Desk is open Monday through Friday from 7:00 am to 9:00 pm ET (except Federal Holidays). You may reach the Help Desk at 1-877-614-5533 or PMSSupport@psc.gov.
8. *Obligation Period/Funding Period*. Unless superseded by program specific statute or regulations or by other ACF program specific policies, the obligation period will start on the first day of the Federal fiscal year for which the award is being issued (regardless the issue date of that award) and the deadline for obligating Federal funds for mandatory grant programs is the last day of the following fiscal year for which the award is issued.
9. *Liquidation Period*. Unless superseded by program specific statute or regulations or by ACF policy, the deadline for liquidating Federal funds is 90 days after the end of the obligation period/funding period (or as specified in a program regulation).

PROGRAM REPORTING

10. Please see the program specific Supplemental T&C for the program reporting requirements

PROPERTY REPORTING

11. Real property (see limitation under item 12 within this T&C), tangible personal property, and intangible property, that are acquired or improved with a Federal award must be held in trust by the recipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. ACF requires the recipient to record liens or other appropriate notice of record to indicate the personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Unless program regulations, program-specific supplemental T&Cs, or other program guidance say otherwise, recipients are required to follow the property standards outlined under 45 CFR §§75.316 – 75.323. States must follow their own state property standards. The following are the real property and tangible personal property guidance and reporting requirements. For additional information, please see the ACF [Property Guidance](#) pages.
12. *Real Property Reports (SF-429s), OMB Control No. 4040-0016*. ACF Real Property guidance is located at <https://www.acf.hhs.gov/real-property>. There are only a few ACF grant programs that have explicit statutory authority to allow, with written approval, to use federal funds to purchase, construct, and/or renovate real property. Please see program-specific supplemental T&Cs and the [Applicable ACF Grant Programs with Real Property Authority](#) list for this authority. When real property is used for these purposes, a Federal interest is established. This interest does not expire. So long as a Federal interest remains, the title holding recipient (and on behalf of subrecipients) must submit a report on the property annually in GrantSolutions OLDC. **Only reports submitted in GrantSolutions OLDC are considered official submissions.** ACF requires the recipient to submit real property reports and requests about real property that is proposed or was

purchased/acquired, constructed, and/or made major renovations with federal funds. Recipients are responsible for submitting these reports on behalf of their subrecipients.

In accordance with program specific requirements, recipients (and on behalf of subrecipients) are required to submit the OMB approved Real Property Status Report SF-429 and Attachments, in which there is a Federal interest. The collection of SF-429 forms must be used for awards that establish a Federal interest on real property. Overview of forms are as follows:

- a. **SF-429.** The Cover Page must be submitted along with the other SF-429 Attachments (A, B, and C). GrantSolutions OLDC automatically adds the cover page to the Attachment.
- b. **SF-429 Attachment A.** The Annual General Report is due annually and follows the same reporting cycle as the annual Federal Financial Report or program specific Expenditure Report.
- c. **SF-429 Attachment B.** The Acquire or Improve Request may be submitted at any time to request prior approval to use federal funds to acquire or improve property. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval request to purchase, construct, and/or major renovation project for real property.
- d. **SF-429 Attachment C.** The Disposition or Encumbrance Request may be submitted at any time to request disposition instructions. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval disposition or encumbrance requests. When the property is no longer needed, the recipient (and on behalf of subrecipients) must submit in GrantSolutions OLDC a request for disposition instructions. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on a property. ACF will review and make a decision on one of the three standard OMB disposition options described under 45 CFR §75.318(c) to eliminate the Federal interest. The recipient (and on behalf of subrecipient) are required to compensate ACF for its share by remitting payment when real property is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see [Remit Payment](#) guidance.

Please note that for the SF-429 Attachment B and C, the appraised value is the current fair market value based on the appraisal (no more than three years old) conducted by an independent certified appraiser.

13. *Tangible Property Report (SF-428s)*, OMB Control No. 4040-0018. ACF Real Property guidance is located at <https://www.acf.hhs.gov/tangible-personal-property>. Recipients and subrecipients that purchase any tangible personal property (e.g., equipment with a unit cost of \$5,000 or more and residual supplies with an aggregate fair market value exceeding \$5,000) under the grant award are required to submit the OMB approved Tangible Personal Property form SF-428. The SF-428 is a standard form used to collect information related to tangible personal property. Unless otherwise directed in the program-specific supplemental T&Cs, grant programs are required to submit the SF-

428s. Recipients are required to submit the forms on behalf of subrecipients. A state, as defined by 45 CFR §75.2, must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Overview of the forms are as follows:

- a. **SF-428.** The Cover Page must be submitted along with the other SF-428 Attachments (B, C, and S).
- b. **SF-428 Attachment A.** The Federally Owned Property Annual Report is **not applicable to ACF grant programs.**
- c. **SF-428 Attachment B.** The Final/Award Closeout form on Acquired Equipment purchased with Federal Funds is due at the end of a Federal Assistance Award. This form may not apply to some mandatory grant programs. Please see program-specific supplemental T&Cs for applicability and exceptions.
- d. **SF-428 Attachment C.** The Disposition Request form on Acquired Equipment is due at any time other than award closeout. The submission of this form, with the SF-429 cover page and supporting documentation, to OGM is the official starting point for any prior approval disposition request. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on the property. Recipients (and on behalf of subrecipients) are required to compensate ACF for its share by remitting payment when equipment is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see [Remit Payment](#) guidance.
 - i. SF-428 Attachment C Guidance: For item “1. Request Disposition Instructions for:” when the disposition request is for equipment with a current fair market value (FMV) of:
 - \$5,000 or more:
 - Select one of the two options listed.
 - Add a comment in line 4 (if necessary), and
 - Provide the SF-428 S or other supporting documentation regarding the request.
 - \$5,000 or less:
 - Add a comment in line 4 that:
 - The current FMV is less than \$5,000, and
 - The disposition option requested: 45 CFR §75.320(e)(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the HHS awarding agency.
 - Provide the SF-428 S or other supporting documentation regarding the request.

- e. **SF-428 Attachment S.** The Supplemental Sheet may be submitted with the SF-428 Attachment B or C to provide additional information.

GRANT PAYMENTS

14. ***Payment.*** All grant program payments will be made available through the HHS PMS. Questions pertaining to payments should be directed to: HHS Division of Payment Management, P.O. Box 6021, Rockville, MD, 20852, or PMS Help Desk at 877-614-5533, or PMSSupport@psc.gov. Other questions should be directed to the ACF contact listed on the NOA or program-specific supplemental T&Cs.
15. ***Returning Funds/Interest.*** Unless otherwise directed in the financial or program specific expenditure report, the HHS Program Support Center (PSC) serves as a centralized point for returning grant interest and funds according to established federal law, policies, procedures, and regulations. PMS prefers that repayment be completed as an electronic transfer or by check. Please refer to the PSC Returning Funds/Interest instructions at: <https://pms.psc.gov/grant-recipient/returningfunds.html>.

SUB-RECIPIENTS AND SUBCONTRACTING MONITORING AND MANAGEMENT

16. According to the Applicability table in 45 CFR §75.101(b)(1), and the exceptions described in §§75.101(d) and (e), all grant programs must comply with the Subrecipient Monitoring and Management requirements described in subpart D, §§75.351 - .353.
17. The prime recipient is the entity that receives a Federal award directly from ACF. Prime recipients are responsible for flowing down the General T&Cs in this document as applicable, see *Subrecipient Monitoring* as follows for more information.
18. ***Debarred or Suspended.*** No entity may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs or activities. Please see Executive Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. Grant recipients must include a similar T&C for all subawards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grant recipient (pass-through) must review information available through the System for Award Management, <https://www.sam.gov>, to determine whether an entity is ineligible.
19. ***Subrecipient and Contractor Determinations.*** Grant recipients are required to make case-by-case determinations whether the substance of an agreement creates a Federal assistance relationship (subaward) or a procurement relationship (contract) in accordance with 45 CFR §75.351. The presence of one or more characteristics may not be present in all cases; as such, the grant recipient must use judgment as the substance of the relationship is more important than the form of the agreement. ACF may also supply and require recipients to comply with additional guidance to support these determinations.
 - a. **Subrecipients.** “A subaward is for the purpose of carrying out a portion of a Federal program and creates a Federal assistance relationship with the subrecipient.” According to 45 CFR §75.101(b)(1), the T&Cs of Federal awards flow down to subawards of subrecipients unless a particular section of 45 CFR Part 75 or the program-specific supplemental T&Cs of the Federal award specifically indicates otherwise.

“Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- i. Determines who is eligible to receive Federal assistance;
- ii. Has its performance measured in relation to whether objectives of a Federal program were met;
- iii. Has responsibility for programmatic decision making;
- iv. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- v. In accordance with its agreement, **uses the Federal funds to carry out a program for a public purpose specified in authorizing statute**, as opposed to providing goods and services for the benefit of the grant recipient.”

Please note that as a long standing ACF OGM policy any State, local, Tribal, or Territorial governments providing a service to a pass-through entity must be considered a subrecipient.

- b. **Contractors.** “A contract is for the purpose of obtaining goods and services for the grant recipients own use and creates a procurement relationship with a contractor.” The phrase “goods and services” are considered routine items and activities that are intended for the direct benefit or use by the grant recipient. Examples of routine "goods" are tangible items such as supplies (e.g., pens, paper, and folders) and equipment (e.g., computers and copiers) for the sole use by the grant recipient. Examples of routine "services" are activities provided, such as janitorial and building maintenance services for the grant recipient. "Good and services" are not intended to carry out (in whole or part) a public purpose, unless specifically authorized by law.

“Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- i. Provides the goods and services within normal business operations;
- ii. Provides similar goods or services to many different purchasers;
- iii. Operates in a competitive environment;
- iv. Provides goods or services that are ancillary to the operation of the Federal program; and
- v. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.”

For more information, see item 20. *Contract Monitoring* in this General T&C.

20. ***Contract Monitoring.*** Grant recipients are responsible for ensuring that contracts contain the applicable provisions described in Appendix II of 45 CFR Part 75. The grant recipient is responsible for oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order. Records must be

maintained by the grant recipient and be sufficiently detailed for compliance.

21. *Fixed amount subawards.* A fixed amount award cannot be used in programs which require mandatory cost sharing or matching in accordance with 45 CFR §75.201(b)(2). Most grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program-specific supplemental T&Cs for the cost sharing or matching (non-Federal share) requirement.
22. *Indirect Cost.* In accordance with 45 CFR §75.352(a)(4), pass-throughs must recognize the approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or if no such rate exists, either a rate negotiated between the prime recipients and subrecipient, or provide a 10 percent de minimis indirect cost rate as defined in 45 § 75.414(f).
23. *Subrecipient Monitoring.* Pass-through entities are required to advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements as well as any supplemental requirements imposed by the pass-through entity. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75. The prime recipient must conduct a risk assessment of subrecipient(s) in accordance with [45 CFR §75.352\(b\)](#). Additionally, all subrecipient(s) must obtain a DUNS number, or after government-wide implementation, a Unique Entity Identifier assigned by the SAM, if they do not already have one. Prime recipients are required to check the SAM to verify that the subrecipient(s) is/are not debarred, suspended, or ineligible. The pass-through entities are responsible for monitoring the activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the T&Cs of the subaward, and that subaward performance goals are achieved. “Monitoring by the non-Federal entity must cover each program, function and activity.” See 45 CFR §§[75.342](#) and [75.352](#). Records must be maintained by the pass-through entity and be sufficiently detailed for compliance. For more information, see item 3.g.i. *Salary Limitation – Federal Executive Level II: Federal Funds Accountability and Transparency Act (FFATA) Requirements* in this General T&C.

Should a subrecipient perform unsatisfactorily, the prime recipient is responsible for remedying subrecipient issues. Prime recipients of an award will be legally accountable to ACF for performance of the project or program. Prime recipients will be held solely responsible in the event of non-compliance by a subrecipient. The prime recipient will be held accountable for cost disallowances regarding subawarded funds. If requirements of the program cannot be met due to subrecipient issues, ACF may need to take one or more of the actions listed under 45 CFR § 75.371-.375.

AUDITS

24. The recipient must arrange for the conduct of audits as required by 45 CFR 75 Part F. Prime recipient must verify that any subrecipients that, per [45 CFR §75.501](#), expend Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F. See [45 CFR §75.352\(f\)](#).
 - a. **For-profit subrecipients.** Unless stated otherwise in regulation, guidance, or

program-specific supplemental T&Cs, the Subpart F does not apply to for-profit subrecipients. At a minimum, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance requirements for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. Please see 45 CFR §§75.352 and 75.501(h).

EFFECTIVE PERIOD

The General T&C and each of the program-specific supplemental T&Cs are effective on the date shown in the footer at the bottom of the respective pages. Each T&C supersedes all previous similar T&Cs and will remain in effect until updated. All T&Cs will be updated and reissued as needed, or when a new statute, regulation or other requirement is enacted, or any of the applicable existing Federal statutes, regulations, policies, procedures or restrictions is amended, revised, altered, or repealed.

POINTS OF CONTACT

Points of contact for additional information or questions concerning either the operation of the program or related financial or grant matters may be found on the NOA. The Program Office contact handles the programmatic specific needs such as program intent, goals and objectives. Whereas, the OGM contact typically handles any business, financial, and administrative activities such as budget revisions, prior approval requests, and closeouts.

IMPORTANT ADDRESSES

Administration for Children and Families
Office of Grants Management
330 C Street, SW. Mailstop 3127
Washington, DC 20201

OIG HOTLINE

The Office of the Inspector General of the U.S. Department of Health and Human Services maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

Online: <https://oig.hhs.gov/report-fraud>
Phone: 800-HHS-TIPS (800-447-8477)
TTY: 800-377-4950
Fax: 800-223-8164

If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, please visit the [self-disclosure](https://oig.hhs.gov/compliance/self-disclosure-info/index.asp) webpage at: <https://oig.hhs.gov/compliance/self-disclosure-info/index.asp>.

AMENDMENT

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

County of Platte

AMENDMENT ONE

| AWARD INFORMATION | |
|---|--------------------|
| Order Number | CLMS Number |
| 84107 Y3 | 6175 |
| Agreement Purpose | |
| <p>The purpose of this agreement is to collaborate with courts and law enforcement officials to enforce the support obligations owed by absent parents to their children, locate absent parents, establish paternity, and obtain child, spousal, and medical support. In addition, this agreement will assist DHHS Child Support Enforcement in administering Nebraska’s IV-D program.</p> | |
| <p>This grant agreement (“Grant”) amendment is entered into by and between The Nebraska Department of Health and Human Services, Office of Economic Assistance, Child Support Enforcement (hereinafter “DHHS”) and County of Platte (hereinafter “Grantee”).</p> | |
| PURPOSE | |
| <p>The purpose of this amendment is to revise the language of the original agreement.</p> | |
| <p>The agreement between the parties dated 6/27/2024 is hereby amended as follows:</p> | |
| LANGUAGE UPDATES | |
| <p>Grant Award/ Grant Details/ Type of Grant Agreement/ Authority to Grant (page 1) is amended to read:</p> | |
| Authority to Grant | |
| <p>Both Federal Grant and State Law Social Security, Title IV, Part D, 42 US Code §651</p> <p>Nebraska Revised Statutes including, but not limited to:</p> <ul style="list-style-type: none"> Neb. Rev. Stat §43-512.12 to 43-512.18 Neb. Rev. Stat § 43-1701 to 43-1743 Neb. Rev. Stat § 43-3301 to 43-3347 <p>45 CFR § 235.70 and 45 CFR §302.34</p> | |
| <p>Grant Award/ Grant Funding (page 1) is amended to read:</p> | |
| GRANT FUNDING | |
| <p>The Grant Funding attached to this Grant Agreement are the revenues and expenses approved for Grantee implementation of the project. The grantee may not earn or keep any profit resulting from financial assistance, unless explicitly authorized by the terms and conditions of the Grant Agreement. Revisions to Grant Funding submitted by Grantee and approved by DHHS will be incorporated into this Grant Agreement.</p> <p>DHHS shall calculate a projected grant amount for the Grantee based upon the claim and reimbursement amounts from the prior year and current year projections. The State may, with written notice to the Grantee, increase the amount if the Grantee provides a written statement of costs which are determined to be allowable and approved.</p> | |
| <p>Grant Funding/Grant Budget/ Payment Structure (page 4) is amended to read:</p> | |
| Payment Structure | |
| <ol style="list-style-type: none"> 1) The Grantee will be reimbursed by DHHS at the current Federal Financial Participation rate for expenditures for activities related to IV-D child support enforcement. 2) The Grantee is required to prorate salary and benefits when an employee works less than full-time on | |

AMENDMENT

IV-D Child Support Enforcement activities. Salary and benefits must be prorated using DHHS' Child Support Enforcement forms. The computation and documentation for prorated salaries and benefits shall be as specified by DHHS.

Grant Funding/ Grant Budget/ Payment Documentation (page4) is amended to read:

Payment Documentation

- 1) All requests for reimbursement submitted by the *Grantee* must contain sufficient detail *as* required by DHHS to support the reimbursement request.
- 2) Grantee must be able to provide source documentation of all claimed costs, either provided with the request for payment, or made available to DHHS.

Grant Funding/ Grant Budget/ Grantee Incentive Payments (page 4-5) is amended to read:

Grantee Incentive Payments

DHHS will pass through a portion of the incentive monies paid to the State by the Federal government. Based on studies of past performance of the Grantee, the portion of incentive monies for which all counties combined may be eligible is forty (40) percent of the State total.

- 1) In counties where DHHS is fulfilling the Grantee's casework responsibilities for IV-D child support cases, the grantee will not qualify for incentive payments.
- 2) The formula for distributing incentive money is patterned after the formula used by the Federal government in making incentive payments to the States (Social Security Act § 458A). For each fiscal year ending September 30, the Act establishes a fixed amount "incentive payment pool." Each State's incentive payment share is based on its performance, relative to the performance of all the other States, with respect to IV-D cases for each of the following measures found at 45 CFR § 305.33.
 - a. **The paternity establishment performance level** – the ratio that the total number of children in the IV-D caseload in the Federal Fiscal Year (or, at the option of the State, as of the end of the Federal Fiscal Year) who have been born out-of-wedlock and for whom paternity has been established or acknowledged, bears to the total number of children in the IV-D caseload as of the end of the preceding Federal Fiscal Year who were born out-of-wedlock.
 - b. **The support order performance level** – the percentage of the total number of IV-D cases in which there is a child support order divided by the total number of IV-D cases.
 - c. **The current payment performance level** – the total amount of current support collected during the fiscal year divided by the total amount of current support owed during the Federal Fiscal Year.
 - d. **The arrearage payment performance level** – the total number of eligible IV-D cases in which payments of past-due child support were received and disbursed during the Federal Fiscal Year divided by the total number of eligible IV-D cases in which payments of past due child support are owed during the Federal Fiscal Year.
 - e. **The cost-effectiveness performance level** – the total amount of support collected during the Federal Fiscal Year divided by the total amount expended during the Federal Fiscal Year.
- 3) All incentive calculations will be based on data entered into the Nebraska child support computerized system; Children Have a Right to Support (CHARTS) [45 CFR § 307.10(6)]. No data allowance will be provided outside of the CHARTS system. Since the amount of incentives DHHS receives will not be known until after the close of the Federal Fiscal Year, the calculation of the incentive payments will be made and processed annually once the Nebraska incentive amount is known.

Based on performance, Grantees may be eligible to receive incentive money paid to the State by the Federal government.

- 1) Grantees will qualify for incentive funding if there is a subaward agreement between DHHS and the County for the work of both the County Attorney and the Clerk of the District Court.
- 2) When child support (IV-D) cases are managed by DHHS Child Support staff for the county, the Grantee will not qualify for incentive payments.
- 3) Incentive funds will be distributed to the Grantee based on performance goals set by the DHHS.

Grant Funding/ Grant Budget/ Disallowed Payments (page 6) is amended to read:

Disallowed Payments

- 1) DHHS reserves the right to withhold or disallow payment of any portion, or the entire claim submitted by the Grantee for which any of the following apply:
 - a. DHHS requires additional justification or documentation for any expenditure included on the quarterly claim.

AMENDMENT

- b. Failure to maintain and/or provide such records, statistics, and reports to DHHS as required by this grant or as required by applicable statutes, the State Plan, and the Nebraska Administrative Code, Title 466 NAC § 1 et seq., or any federal regulations.
 - c. Reimbursement requests may also be disallowed if Federal reimbursement timeframes have expired, and necessary audit follow up actions have not been completed.
- 2) If claims are not received within sixty (60) days of the end of the quarter for which reimbursement is being claimed, unless an extension is granted by DHHS, there will be no reimbursement of expenses.
 - 3) Nonuse of reimbursement forms provided by DHHS will result in the denial of reimbursement.
 - 4) Grantees must use the DHHS prorated reimbursement form to submit reimbursement claims when the case load size, as determined by DHHS, does not require a full-time caseworker.

Grant Statement of Work/ Grant Work Plan/ Relevant State and Federal Citations (pages 11-12) is amended to read:

Relevant State and Federal Citations

All services shall be provided in accordance with and pursuant to all applicable federal, state, and local laws in the performance of this grant agreement. Reimbursement of activities is subject to the provisions laid out by the United States Code of Federal Regulations, the Nebraska Revised Statutes, and Title 466 NAC. The following rules, regulations, and laws apply to this grant. This list is non exhaustive, and additional stipulations may still apply.

State Regulations

- Title 466 NAC

State Laws

- Neb. Rev. Stat. § 42-701 et seq.
- Neb. Rev. Stat. § 43-1409
- Neb. Rev. Stat. § 43-1701 et seq.
- Neb. Rev. Stat. § 43-1704
- Neb. Rev. Stat § 43-512.02 to 43-512.03
- Neb. Rev. Stat § 43-512.12 to 43-512.18
- Neb. Rev. Stat § 43-1701 to 43-1743
- Neb. Rev. Stat § 43-3301 to 43-3347

Federal Regulations

- 26 CFR § 301.6103
- 45 CFR § 235.70
- 45 CFR § 302.34
- 45 CFR § 303.20
- 45 CFR § 303.3
- 45 CFR § 303.4(d)
- 45 CFR § 303.6(c)(2)
- 45 CFR § 303.7
- 45 CFR § 307.11

Federal Laws

- 5 USC § 552a
- 26 USC § 7213
- 26 USC § 7431
- 42 USC § Part D
- 42 USC § 651
- 46 USC § 351.01

Grant Statement of Work/ Performance Measurements/ Corrective Action (pages 13-14) are amended to read:

Corrective Action

- 1) DHHS will take corrective action should the Grantee fail to follow Federal or State laws and regulations, the award itself, or fail to meet the required performance standards.
- 2) DHHS will send written notification to the Grantee identifying the violation and requesting a corrective action plan.
- 3) The Grantee will send the corrective action plan for approval to DHHS within thirty (30) days of receiving the request. Failure to submit a corrective action plan within (30) days will result in a twenty-

AMENDMENT

- five (25) percent reduction in the year's reimbursement and/or incentive payments.
- 4) The Grantee will be given a period of three (3) to twelve (12) months, as determined by DHHS, to correct any program, performance, or operating deficiencies, depending on the extent and nature of the deficiency.
 - 5) Corrective action may include a reduction of up to twenty-five (25) percent of expenditure reimbursement to include all past, present, and future reimbursement and loss of Grantee's incentive fund payments
 - a. DHHS will hold expenditure reimbursement funds during the corrective action period.
 - b. Grantees will not be eligible for incentive funds for the Federal Fiscal Year in which a corrective action plan is in place.
 - c. Once the terms of the corrective action plan have been met, DHHS will distribute the held reimbursement funds to the Grantee.
 - 6) Failure to remedy the program, performance, or operating issue within the corrective action plan will result in the forfeiture of the held reimbursement funds and may result in termination of the subaward agreement between DHHS and the grantee.
 - 7) DHHS will hold such funds during the corrective action period.
 - 8) Once satisfactory changes have been made, DHHS will forward the reimbursement and/or incentive monies to the Subrecipient.
 - 9) Failure to remedy the program, performance, or operating issue within the corrective action period will result in the forfeiture of the funds held.

Grant Statement of Work/ Other Recitations or Requirements/ Additional Requirements (pages 14-16) is amended to read:

| Additional Requirements |
|--|
| <p>All services shall be provided in accordance with and pursuant to the laws of the State of Nebraska and subject to reimbursement in accordance with the provisions of the United States Code of Federal Regulations, the Nebraska Revised Statutes, and the Title 466 NAC.</p> <p><u>Grantee agrees to all the following provisions:</u></p> <ol style="list-style-type: none"> 1) Grantee must provide an adequate and appropriate level of staffing to perform the requirements of this agreement as identified in 45 CFR § 303.20. <ol style="list-style-type: none"> a. All resources and personnel necessary to carry out the terms, conditions, and obligations of this agreement shall be the responsibility of the Grantee. b. The Grantee shall hire, fire, and supervise such professional, paraprofessional, and support personnel as are necessary to carry out the terms of this agreement. c. Grantee IV-D staffing levels and reimbursement requests are subject to ongoing review and adjustment by DHHS based upon the Grantee's IV-D caseload size. d. DHHS factors such as client needs, service demand, and staff performance. e. The Grantee must notify DHHS within two (2) business days of turnover and/or replacement of Grantee's child support staff. 2) Grantee will transfer all copies or originals of all hardcopy child support case material to newly elected or appointed Grantee Attorneys within thirty (30) days of the new attorney assuming office. 3) Grantee will advocate DHHS's position that genetic testing shall not be provided at DHHS's cost after the sixty (60) day rescission period has lapsed, unless ordered by the court, and that a court order is required to vacate the legal finding of paternity. 4) The Grantee will not allow forgiveness of any State debt. <ol style="list-style-type: none"> a. State debt includes but is not limited to passport, lien release, and compromise. b. Requests for forgiveness of any State debt shall be referred directly to DHHS Child Support Enforcement Central Office. 5) Grantee understands that no attorney-client relationship shall exist between any Grantee and any applicant/recipient of IV-D services, a child, a custodial or noncustodial party, or an alleged father. 6) The State of Nebraska shall be a real party in interest in any action brought by or intervened in by Grantee for the purpose of establishing paternity or securing, modifying, suspending, or terminating child or medical support, or in any action to enforce an order for child, spousal, or medical support. See Neb. Rev. Stat. § 43-512.03 and Neb. Rev. Stat. § 43-1704. 7) The grantee will notify the IV-D Director's office of all contacts from the media regarding any child support related matter and maintain a position that is consistent with DHHS's interest when responding to media contacts pertaining to child support matter. 8) The Grantee must utilize DHHS's contracted vendor to provide genetic testing for IV-D cases. DHHS will not pay for any other genetic testing vendor. |

AMENDMENT

- 9) Healthcare coverages shall be addressed in all IV-D support orders in a manner that favors the best interest of the children, regardless of the availability to either party at the time the order is entered.
- 10) Grantee shall, within timelines established by DHHS, follow-up on findings arising from audits, including audits/reviews completed by the Nebraska Program Review Team (NPRT) and the DHHS Self-Assessment Case Review Team or other state or federal audits.
 - a. The follow-up action includes responding to auditors with clear, complete views concerning the accuracy and appropriateness of the findings. This may include corrective action such as repaying disallowed costs, correcting a case found in error, making financial adjustments, or taking other actions. The follow up response should be completed as rapidly as possible or in the timeline specified by DHHS.
 - b. If the Grantee disagrees with the finding, it should provide an explanation and specific reasons that demonstrate the finding is not valid. Failure to complete necessary follow-up actions related to findings resulting from audits may result in the delay of reimbursement requests until the necessary follow-up actions are completed.
- 11) Once a case is referred to the Grantee, the Grantee is responsible for all location/relocation activities as long as the case remains active.

Authorized Attorneys

- 1) The Grantee may use an Authorized Attorney subject to approval by DHHS.
- 2) The Grantee shall be solely responsible for the performance of any Authorized Attorney.
- 3) All County/ Authorized Attorneys and their staff shall fully utilize the child support enforcement computer systems CHARTS, in accordance with DHHS policies and procedures.
 - a. External access to CHARTS requires the use of Multi-Factor Authentication (MFA). Grantee staff have three ways to complete MFA:
 - i. Receive a PIN on a cell phone.
 - ii. Use the Microsoft Authenticator application on a smart phone.
 - iii. Use authentication fob:
 1. Fobs will be purchased and provided by DHHS to the Grantee when requested.
 2. The Grantee will deduct the cost of the fobs for their staff via the quarterly reimbursement request.
- 4) The CHARTS System will be used by Authorized Attorneys for establishing and recording case records, establishing paternity, locating absent parties, establishing, or modifying support orders, enforcing support orders and intergovernmental IV-D activities. This includes, but is not limited to, inputting and updating data in a timely manner on the CHARTS system.
- 5) All Authorized Attorneys must utilize documents on the CHARTS System to support the functions outlined in this section. No other alternative software may be utilized to manage the child support caseload or produce legal documents necessary to process child support cases other than CHARTS. No other software is provided with CHARTS.

Child Support Enforcement Appropriate Use and Disclosure Security Awareness Training

- 1) The Grantee, and his or her employees must take the Child Support Enforcement Appropriate Use and Disclosure Security Awareness Training for Federal Parent Locator Service (FPLS) Child Support (CS) Program Information Federal Tax Information (FTI) recertification training within the timeline specified by DHHS.
- 2) Failure to complete the annual recertification will result in a loss of CHARTS access and withholding of the reimbursement for Child Support Services until such time as the recertification training has been completed.

Confidentiality and Safeguarding Information

- 1) Disclosure of any information regarding an applicant or recipient of IV-D services or a non-custodial party is limited to the purpose of child support establishment/ enforcement or as allowed or required by State statute or Federal regulation. Disclosure to any committee or legislative body (Federal, State, or local) of any information that identifies any party to the action by name or address is prohibited.
- 2) Do not allow unauthorized persons to view case information on the child support computer system, Children Have a Right to Support (CHARTS). Allowing the custodial or noncustodial party to view any screens on the CHARTS computer system is strictly prohibited. Ensure staff computer monitors are positioned in such a way that viewing by a custodial, or noncustodial party or unauthorized person would not be possible.

Conflict Of Interest

- 1) In the event the Grantee has a conflict of interest, as defined in the Nebraska Supreme Court's Rules,

AMENDMENT

which prevents him/her from fulfilling any of the provisions of this award, they shall hire a Special Deputy Subrecipient Attorney or Special Prosecutor to fulfill the Grantee’s duties. Such hiring is allowed as an exception to the Authorized Attorney section above. Said Special Deputy Subrecipient Attorney or Special Prosecutor shall be paid from the Grantee’s general budget and DHHS will reimburse the Grantee for said expenses. In hiring a Special Deputy Subrecipient Attorney or a Special Prosecutor the Grantee shall give preference to an attorney with significant Title IV-D child support experience.

2) The Grantee will also notify DHHS when a Special Deputy Subrecipient Attorney or Special Prosecutor is hired to fulfill the Grantee’s duties.

Family Violence

1) The Grantee shall follow Federal and State regulations regarding family violence. Disclosure of such information could be harmful to the custodial party and/or the child(ren).

2) The location of the custodial party or the child(ren) shall not be disclosed by the Grantee to another party when a protective order with respect to the noncustodial party has been entered.

3) The location of the custodial party or the child(ren) shall not be disclosed by the Grantee to any other person if the State has reason to believe that the release of the information to such a person may result in physical or emotional harm to the custodial party or the child(ren).

Security of Federal Parent Locator Service (FPLS) Information

1) To ensure security, the Grantee shall comply with applicable management, operational, and technical controls in the security subaward between the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Child Support Enforcement and the Nebraska Department of Health and Human Services, Office of Economic Assistance, Child Support Enforcement dated April 30, 2014.

All other terms and conditions remain in full force and effect.

SIGNATURES

IN WITNESS HEREOF, the parties hereto have duly executed this Amendment, and each individual signing below certifies that he or she has the authority to legally bind the party to this Amendment. Each party acknowledges the receipt of a duly executed copy of this Amendment.

| FOR DHHS | FOR GRANTEE |
|--------------|---|
| | Breanna Anderson-Flaherty Platte County Attorney |
| DATE: | DATE: |

Certificate Of Completion

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Envelope Type:

Envelope Name: 84107 Y3 County of Platte Amend 1 CLMS 6175

Division: Office of Economic Assistance

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Breanna Anderson-Flaherty

bflaherty@plattecounty.ne.gov

Platte County Attorney

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Shannon Grotrian

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Agent Delivery Events

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Intermediary Delivery Events

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Lynette Koch

Lynette.R.Koch@nebraska.gov

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DHHS.Grants@nebraska.gov
Office of Procurement and Grants
Owner
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Kellen Sturgis
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Margaret Ewing
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: john.canfield@nebraska.gov

To advise Nebraska Department of Health & Human Services of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at john.canfield@nebraska.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Required hardware and software

| | |
|--------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |

| | |
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| Enabled Security Settings: | Allow per session cookies |
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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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