

STATE OF NEBRASKA  
HEALTH AND HUMAN SERVICES SYSTEM  
SUBGRANT TERMS and ASSURANCES

This is a subgrant of financial assistance. By accepting this subgrant, the Subrecipient agrees to comply with the terms and conditions described herein.

- A. Programs. Subrecipient must operate the program(s) in compliance with the documents governing the award. The following documents and any revisions made during the program period govern the Subgrant and are hereby incorporated by this reference as though fully set forth herein.
- 1) The Nebraska Health and Human Services System's (hereafter "System") Request for Application;
  - 2) Subrecipient Project(s) Application;
  - 3) Subrecipient Reporting Requirements;
  - 4) Program Specific Requirements;
  - 5) HHSS Administrative and Audit Guidance for Subgrants and the attached certifications; and
  - 6) System's letter of award which includes the award period, amount of funds awarded, and any contingencies to the Subgrant award.
- B. Reports. Subrecipient must submit data, program, and financial reports according to the reporting requirements. Extensions for the submission of reports and reimbursement **must be submitted in writing** to the System for approval to prevent withholding of payment.
- C. Administrative Requirements. Subrecipient must perform Subgrant activities, expend funds, and report financial and program activities in accordance with grant administration regulations, and comply with, complete, and return the requirements attached hereto.
- D. Program Specific Requirements. Subgrant activities must comply with any program specific requirements included in the System's Request for Application.
- E. Nondiscrimination. The Subrecipient acknowledges that the Subgrant activities must be operated in compliance with civil rights laws and any implementing regulations, and makes the following assurances.

The Subrecipient warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, to the effect that no person

shall, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the Subrecipient receives federal financial assistance.

The Subrecipient and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subgrant with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant.

- F. Reimbursement. Subrecipient must submit claims for reimbursement for actual, allowable, allocable and reasonable expenditures in accordance with the approved budget. The System will make reimbursement, subject to the following conditions:
- 1) Subrecipient's submission of reports according to the reporting requirements.
  - 2) Availability of governmental funds to support this project. In the event funds cease to be available, this Subgrant shall be terminated, or the activities shall be suspended until such funds become available, in the sole discretion of the System.
  - 3) Pursuant to the Nebraska Prompt Payment Act.
  - 4) Suspension or termination for cause or convenience as described in the grants administration regulations applicable to the Subrecipient.
  - 5) Cash advances may be requested in writing with justification of anticipated expenses.
- G. Budget Changes. The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. Prior approval by the System is not required **provided** the cumulative transfers do not exceed ten percent of the total approved budget, are for an allowable cost allocable to the Subgrant, do not add or eliminate a line item and do not result in programmatic changes.
- Prior approval is **required** for cumulative budget transfers exceeding ten percent of the current total approved budget. Requests for transfers shall be addressed in writing to the System. The System shall approve or disapprove the request in writing within 30 days of its receipt.
- H. Programmatic Changes. The Subrecipient shall request in writing System approval for programmatic changes. The System shall send notification regarding the request to the Subrecipient within 30 days of its receipt.
- I. Technical Assistance. The System will provide training and materials, procedures, assistance with quality assurance procedures, and site visits by representatives of

the System in order to review program accomplishment, evaluate management control systems and other technical assistance as needed or requested.

J. Subrecipient Procurement. Subrecipient shall be the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues, without recourse to the System, arising out of procurement entered into by connection with the subgrant. Such issues include, but are not limited to, disputes, claims, protests of award, source evaluation and other matters of a contractual nature.

K. Termination.

1. Nonperformance and/or inadequate performance shall be a basis for the termination of this contract or portions thereof. Further, the System shall not pay for work not done or for work done in an unsatisfactory manner.

2. Should the Grantee breach this contract, the System may, at its discretion, terminate the contract immediately upon written notice to the Grantee. The System may, at its discretion, contract for provision of the services required to complete this contract and hold the Grantee liable for all expenses incurred in such additional agreement. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

L. Subgrant Close-Out. Upon the expiration or notice of termination of this Subgrant, the following procedures shall apply for close-out of the subgrant:

1. Upon request from Subrecipient, any allowable reimbursable cost not covered by previous payments shall be paid by the System.

2. Subrecipient shall make no further disbursement of funds paid to Subrecipient, except to meet expenses incurred on or prior to the termination or expiration date, and shall cancel as many outstanding obligations as possible.

3. Subrecipient shall immediately return to the System any unobligated balance of cash advanced or shall manage such balance in accordance with System instructions.

4. Within a maximum of 90 days following the date of expiration or termination, Subrecipient shall submit all financial, performance, and related reports required by the terms of the Agreement to the System. The System reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.

5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of Subgrant activities and operations with the objective of preventing disruption of services.
  6. Close-out of this Subgrant shall not affect the retention period for, or state or federal rights of access to, Subrecipient records. Nor shall close-out of this Subgrant affect the Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this Subgrant. If no final audit is conducted prior to close-out, the System reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.
- M. Documents Incorporated by Reference. All laws, rules, regulations, guidelines, directives and documents, attachments, appendices, and exhibits referred to in these terms and assurances shall be deemed incorporated by this reference and made a part of this Subgrant as though fully set forth herein.
- N. Independent Contractor. The Subrecipient is an independent contractor and neither it nor any of its employees shall be deemed employees of the System for any purpose. The Subrecipient shall employ and direct such personnel as it requires to perform its obligations under this Subgrant, shall exercise full authority over its personnel, and shall comply with all worker's compensation, employer's liability, and other federal, state, county, and municipal laws, ordinances, rules, and regulations required of an employer providing services as contemplated by this Subgrant.
- O. Release and Indemnity. The Subrecipient shall assume all risk of loss and hold the System, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Subgrant, and proximately caused by the negligent or intentional acts or omissions of the Subrecipient, its officers, employees or agents; for any losses caused by failure by the Subrecipient to comply with terms and conditions of the Subgrant; and, for any losses caused by other parties which have entered into agreements with the Subrecipient.
- P. Drug-Free Work-Place Policy. The Subrecipient assures the System that it has established and does maintain a drug-free work-place policy.

- Q. Acknowledgment of Support. Publications by the Subrecipient, including news releases and articles, shall acknowledge the financial support of the System and the appropriate funding source. Exact language will be provided.
- R. Amendment. This contract may be amended at any time in writing upon the agreement of both parties.
- S. Copyright. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The System reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for State purposes, and to authorize others to do so.
- T. Notices. All notices given under the terms of this Subgrant shall be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses as the parties shall designate in writing from time to time. However, notice regarding contingencies may be communicated via e-mail.
- U. Authorized Official. The person executing the Application Cover Sheet is an official of the Subrecipient who has the authority to bind the Subrecipient to the terms and assurances of this Subgrant of financial assistance.
- V. Public Counsel. In the event the Subrecipient provides health and human services to individuals on behalf of the System under the terms of this Subgrant, Subrecipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. 81-8,240 to 81-8,254 with respect to the provision of services under this subgrant. This clause shall not apply to grants or contracts between the System and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- W. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, the System cannot guarantee the continued availability of funding for this Grant notwithstanding the consideration stated above. In the event funds to finance this Grant become unavailable either in full or in part due to such reductions in appropriations, the System may terminate the Grant or reduce the consideration upon notice in writing to the Subrecipient. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The System shall be the final authority as to the availability of funds. The effective date of such Contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a

reduction in consideration, the Subrecipient may cancel this Grant as of the effective date of the proposed reduction upon the provision of advance written notice to the System.

- X. Nebraska Technology Access Standards. LB352 (2000) requires the Commission for the Blind and Visually Impaired, Nebraska Information Technology Commission, and the Chief Information Officer, in consultation with other state agencies and after at least one public hearing, to develop a technology access clause to be included in all contracts entered into by state agencies on or after January 1, 2001. The technology access standards are in response to this Legislation. *When development, procurement, maintenance, or use of electronic and information technology does not meet these standards, individuals with disabilities will be provided with the information and data involved by an alternative means of access.* The complete Nebraska Technology Access Standards can be found on the Internet at: <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.htm>.

ACCEPTED FOR THE SUBRECIPIENT:

NAME: *Duane Mint*

AGENCY: Lincoln-Lancaster County Health Department

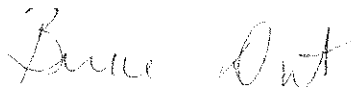
DATE: 4/18/07

FTIN: 47-6006256

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or indirectly through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient alcohol or drug treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Subwardee certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.



\_\_\_\_\_  
Signature of authorized official signing on  
behalf of Subawardee

4/18/07

Date

Lincoln-Lancaster County Health Department  
Organization

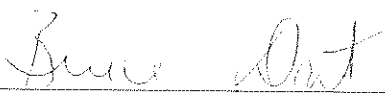
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

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

Bruce D. Dart, Ph.D., Health Director  
Name and Title of Authorized Representative

Lincoln-Lancaster County Health Department  
Organization

  
\_\_\_\_\_  
Signature

4/18/07  
Date