

ABH
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76910-04

CASE MANAGEMENT SUBAWARD
BETWEEN THE
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
NEBRASKA FAMILIES COLLABORATIVE
AMENDMENT THREE

This agreement is entered into by and between the **Nebraska Department of Health and Human Services, Division of Children and Family Services** (hereinafter "DHHS"), and **Nebraska Families Collaborative** (hereinafter "Subrecipient").

The agreement between the parties dated May 18, 2017 and amended on January 3, 2018 and February 12, 2018, is hereby further amended as follows:

Article II, Paragraph B.1 shall be replaced by the following, and is hereby amended to read: DHHS will pay to Subrecipient a fixed payment of \$1,750,000 each month for services provided July 1, 2017 through August 31, 2018, one half payable after the fifteenth of the month, and one half after the end of the month. DHHS will initiate processing of payments as soon as practicable after the fifteenth and last days of the month. Notwithstanding the above, with respect to only those services provided during August 2018, DHHS will pay the second half of this fixed payment for services on or after September 15, 2018.

In addition to the above fixed payments, DHHS will pay to Subrecipient an advance payment of \$5,500,000.00 each month for actual and allowable costs of services provided from September 1, 2018 through June 30, 2019, payable on the fifteenth of the month beginning September 15, 2018. This amount shall be limited to the minimum amounts needed by NFC in accordance with its actual, immediate cash needs in providing the services under this Subaward.

Article II, Paragraph B.2 shall be replaced by the following, and is hereby amended to read: In addition to the fixed monthly payment in the foregoing paragraph, DHHS agrees to pay the Subrecipient a variable monthly payment on or about the 15th day of the month following the month services are provided for the period beginning July 1, 2017 and ending August 31, 2018. The variable payments will be based on the accumulated total number of days Subrecipient provided case management for a child during the month. This count will be extracted by DHHS from N-Focus. Subrecipient will be entitled to receive the full variable rate for the first day in care after referral but will not receive any portion of the variable rate for the last day in care. The variable payment for services provided during August 2018 will be paid to Subrecipient on or after September 15, 2018. No variable payment shall be due and owing for services provided on or after September 1, 2018.

Article II, Paragraph C shall be replaced by the following and is hereby amended to read:

The Subrecipient must track and report quarterly and annually its federal and state expenditures, including administrative costs, in the format developed and designated by DHHS. This includes, but is not limited to, reconciling its monthly financial statements to Subaward invoices for services for purposes of claiming reimbursement under Title IV-E of the Social Security Act. The reconciliations must be readily reviewable and traceable to source documentation. Source

documentation includes, but is not limited to: Invoices, timesheets, and other billing documents; payments to foster parents and other providers by check, electronic funds transfer, or other types of payment; and contracts, subawards, and other writings documenting the agreement of the parties relating to services and compensation. In the event that such reconciliation is not completed by the last day of the second month following the end of a reporting quarter, DHHS may elect to withhold the next payment under Article II until the reconciliation is completed. DHHS may also withhold the final payment necessary to effect reconciliation from any payment made under Article II, Section B(1), (2) or (3).

DHHS may, in its sole discretion, require reconciliations of compensation paid in excess of actual and allowable costs, but not more frequently than monthly. If Subrecipient's total actual and allowable costs pursuant to this subaward are less than the total advance payments paid to Subrecipient under Article II, Section B (1), (2), and (3) for the period of reconciliation, DHHS may withhold the difference from the next advance payment, and if the total actual and allowable costs pursuant to this subaward exceed the total compensation paid, DHHS shall reimburse Subrecipient for the difference up to and including the total subaward specified in Article II, Section A. At the end of the subaward term, DHHS will conduct a final reconciliation consistent with the terms of this Agreement, and if the total actual and allowable costs reported pursuant to this subaward are less than the total compensation paid, Subrecipient shall repay the excess funds to DHHS.

Article II, Paragraph L shall be replaced by the following, and is hereby amended to read:

The Subrecipient specifically agrees that any bonus, gift, meals, extra benefit, or other payment of funds beyond base pay or salary and a benefit package consistent with 45 CFR § 75 Subpart E provided to an employee, prospective employee, Subrecipient or sub-contractor to be paid from funds provided under this subaward shall be approved by DHHS before the Subrecipient pays or commits to pay any such amount. Subrecipient must submit any such approval request in writing to the Director of the Division of Children and Family Services, who will respond to Subrecipient's request in writing within fifteen (15) days after receipt thereof.

Subrecipient's dues and memberships in any business, technical, or profession organization, or any civic or community organization, must be approved by DHHS before the Subrecipient pays or commits to pay for such dues and membership, and must be consistent with the 45 CFR 75 Subpart E. Employee dues and membership organizations are fringe benefits and should be approved according to the first paragraph of this subsection. Subrecipient must submit any such approval request in writing to the Director of the Division of Children and Family Services, who will respond to Subrecipient's request in writing within fifteen (15) days after receipt thereof.

Article II is amended to add Paragraph P:

In addition to the requirements contained in 45 CFR § 75.439 regarding equipment, Subrecipient shall not make purchases of equipment in excess of an aggregate amount of \$25,000 (twenty-five thousand dollars), unless DHHS has approved, in writing, prior to the purchase. Subrecipient shall not split or divide an equipment purchase into two or more purchases under \$25,000 for the purpose or intent of avoiding this requirement. Subrecipient must submit any such approval request in writing to the Director of the Division of Children and Family Services, who will respond to Subrecipient's request in writing within fifteen (15) days after receipt thereof.

Article II is amended to add Paragraph Q:

The Subrecipient specifically agrees that no advertising costs shall be paid from the funds provided under this subaward unless those advertising costs are consistent with 45 CFR § 75.421. In clarifying the application of subparagraph (b)(4) of 75.321 to this subaward, the parties agree that only informational or educational material regarding services being rendered or required under this subaward are allowable under said provision.

Article IV, Paragraph J, Payment of Costs and Audit Requirements, shall be replaced by the following, and is hereby amended to read:

J. PAYMENT OF COSTS AND AUDIT REQUIREMENTS

1. This agreement is not a fee-for-service contract, but a subaward for payment of actual and allowable costs, as provided in federal law. All payments made under this subaward, regardless of whether paid with state or federal funds, must be for costs consistent with 45 CFR §§ 75 et seq., 45 CFR §§ 1355 et seq., 45 CFR §§ 1356 et seq., 45 CFR §§ 1357 et seq., and all other law, regulations, policies, or other requirements applicable to the state or federal funds involved. Specifically, all costs must be actual, and meet all federal allowability, allocability, and reasonableness requirements under 45 CFR §§ 75.400 through 477.
2. The Subrecipient shall follow all federal audit requirements, including but not limited to those in 45 CFR § 75 Subpart F. (See Attachment 1, Audit Requirement Certification.) Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Article IV, Paragraph AA, Lobbying is amended to read:

AA. LOBBYING AND FUNDRAISING

1. Subrecipient certifies that no Federal or state appropriated funds shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subaward, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. No costs under this Subaward shall be paid, with either state or federal funds, for the following: lobbying Congress, the Nebraska Legislature, or both; or for any other cost as provided in 45 CFR § 75.450.
4. Subrecipient certifies that no Federal or state appropriated funds shall be paid, by or on behalf of the Subrecipient, for fundraising.

Article IV, Paragraph T. Grant Close Out is amended to read:

T. GRANT CLOSE-OUT

1. *Closeout.* The following closeout procedures apply to this Subaward at the end of each federal fiscal year, except for (a), which shall apply at the end of the federal fiscal year and the end of the subaward term, and (e), which shall apply at the end of the subaward term:
 - a. The Subrecipient shall finalize and pay all costs for services provided under this subaward as follows:

Term	Deadline to Finalize and Pay Obligations
October 1, 2017 through September 30, 2018	November 15, 2018
October 1, 2018 through June 30, 2019	September 30, 2019

These deadlines apply to all costs whether paid with state or federal funds or both. Costs that are not finalized and paid by these deadlines shall not be reimbursed by DHHS, except that DHHS may authorize an extension, in writing, of the above deadlines. If DHHS has previously paid for an incurred cost that has not been finalized and paid by Subrecipient by the applicable deadline, DHHS may withhold additional payments to recoup that cost.

- b. 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.
 - c. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all costs allowable under the terms of this Subaward.
 - d. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
 - e. Subrecipient shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services.
2. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the Subaward does not affect any of the following:
 - a. 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 Subrecipient within the record retention period.
 - b. The obligation of Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - c. Audit requirements in 45 CFR § 75 Subpart F.
 - d. As applicable, property management and disposition requirements in Subpart D—Post Federal Award Requirements in 45 CFR §§ 75.317 through 75.323.
 - e. Records retention as required in Article IV, Paragraph A.
3. This section shall survive the expiration or termination of the subaward.

All other terms, conditions, and any prior amendments, to the extent not superseded herein, remain in full force and effect.

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

FOR DHHS:



Signature

Matthew T. Wallen
Director
Department of Health and Human Services
Division of Children and Family Services

DATE: 8-30-18

FOR SUBRECIPIENT:



Signature

David P. Newell
President and CEO
Nebraska Families Collaborative

DATE: Aug. 30, 2018