RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN SUBAWARD AGREEMENT WITH HEARTLAND FAMILY SERVICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Heartland Family Service, a not-for-profit corporation, has received funding from the Nebraska Crime Commission that can be used in the prosecution of domestic violence cases; and,

WHEREAS, the Sarpy County Attorney’s Office has the ability and experience to prosecute domestic violence cases; and,

WHEREAS, Heartland Family Service proposes a subaward agreement regarding the provision of domestic violence prosecution, which is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that this Board hereby approves the attached Subaward Agreement with Heartland Family Service, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the ___7th____ date of ___August____, 2018.

[Signatures]
Sarpy County Board Chairman

SEAL
County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Domestic Violence Prosecutor Agreement

On August 7, 2018, the County Board will be asked to approve the attached Subaward Agreement with Heartland Family Service. The agreement provides assistance with prosecuting domestic violence offenders with the County Attorney’s Office employing a domestic violence prosecutor. Family Service reimburses the County up to $30,757 of annual salary costs. This agreement has been in effect for several years and has created a very successful partnership between the County and Heartland Family Service.

Please feel free to contact me with any questions at bgarber@sarpy.com.

August 2, 2018

Beth Garber

cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Brian Hanson
    Bonnie Moore
SUBAWARD AGREEMENT

This Agreement is made by and between Heartland Family Service, a Nebraska not-for-profit corporation with its principal office at 2101 South 42nd Street, Omaha, Nebraska 68105-2909 (“Heartland Family Service”), and:

Name: Sarpy County

Subgrant Number: 17-VW-0712

Individual/Corporation/Partnership/Other: Other

Social Security/Employer I.D. #: 47-600-6504

Principal Business Address: 1210 Golden Gate Drive, Papillion, NE 68046

Hereafter referred to as “subrecipient.”

WHEREAS, Subrecipient is engaged in the business of prosecuting domestic violence offenders, and, provides prosecution services within normal business operations that are ancillary to the operation of the Sarpy County CRT; and

WHEREAS, Heartland Family Service has a need for Subrecipient’s services on a limited basis, and wishes to engage Subrecipient on the terms set forth below;

NOW, THEREFORE, the parties agree as follows:

1. **Term and Scope of Agreement.** This Agreement shall be in effect for 12 months from July 1, 2018, unless earlier terminated. This Agreement may be renewed only by mutual written agreement, and may be terminated by either party at any time upon thirty (30) days written notice to the other party with or without cause. This Agreement is limited to those services of a type described below which are specifically requested by Heartland Family Service, and no rights, obligations or relationships shall be implied which are not expressly set forth herein.

2. **Subrecipient’s Services.** During the term of this Agreement, Subrecipient shall render the following services according to the following schedule:

   Services – To prosecute domestic violence cases which may include the following:
   - Trial preparation
   - Motion hearings
   - Bond settings
   - Gathering evidence
   - Interviewing witnesses
   - Writing briefs
   - Making sentence recommendations
   - Conducting arraignments and further hearings

Schedule – Sarpy County Attorney’s Office will employ 1.0 FTE Domestic Violence Prosecutor who will work 40 hours per week only on domestic violence cases. Heartland Family Service will pay for up to $30,757 of annual salary costs.
Heartland Family Service shall provide the following equipment, supplies and/or assistance (if none, state “None”): None.

Except as provided above, Subrecipient shall provide at Subrecipient’s own expense, all facilities, equipment, supplies, assistants, support staff, written materials, and other things necessary for Subrecipient to properly perform this Agreement. Heartland Family Service shall not have control over the specific manner or means by which Subrecipient shall perform, which shall be left to Subrecipient’s professional judgment.

Heartland Family Service, as the subrecipient of VAWA funds, has utilized services from the Sarpy County Attorney’s Office for the Heartland Family Service Sarpy County CRT program for several years. This ongoing Subaward Agreement formally acknowledges the Sarpy County Attorney’s Office as the Subrecipient for this program.

As the Subrecipient for the Heartland Family Service Sarpy County CRT program, the Sarpy County Attorney’s Office agrees to provide quarterly reports on the following outcomes during the grant year:

1. The number of Domestic Violence cases reviewed by the Sarpy County Attorney’s Office.
2. The number of Domestic Violence cases accepted/charged by the Sarpy County Attorney’s Office.

These reports will be due by Sarpy County to the CRT Coordinator no later than 10 days after the close of each quarter. These reports may be submitted electronically.

3. **Contract Fees.** For services rendered under this Agreement, Heartland Family Service shall reimburse Subrecipient as follows:

   Amount of Fees: Up to $30,757 annually or $7,689.25 per quarter.


The Sarpy County Grant Coordinator will work with the Sarpy County DV Prosecutor to ensure that all grant management activities adhere to the Special Conditions, attached below, as a subrecipient for subgrant number 17-VW-0712.

Heartland Family Service, as the leader of the Sarpy County CRT, will utilize CRT meetings to assure compliance with grant management requirements and responsibilities by all subrecipients. An appropriate representative from Sarpy County will attend grant management training(s) from the Crime Commission.

The foregoing shall constitute the only compensation from Heartland Family Service to Subrecipient and/or Subrecipient’s employees and assistants. Subrecipient shall not charge any third parties, directly or indirectly, for any services, supplies or other items provided pursuant to this Agreement.

The Subrecipient shall provide a quarterly invoice and time certification documentation to Heartland Family Service that details the following:

1. The full amount of salary and benefits paid to the DV prosecutor
2. The number of hours spent on all DV related cases
3. The number of hours worked utilizing VAWA funds
4. The number of hours worked utilizing VAWA match funding, and
5. An invoice total for up to $7,689.25 each quarter.

A sample time certification document and invoice will be provided by Heartland Family Service. This information will be utilized for VAWA grant invoice documentation. Invoices will be due to Heartland Family Service no later than 10 working days after the end of the quarter. If/when Sarpy County employs a staff member who is 100% dedicated to DV cases, HFS will not require monthly time certifications.
The Subrecipient shall also provide documentation to Heartland Family Service that identifies quarterly outcomes for:

1. The number of Domestic Violence cases reviewed by the Sarpy County Attorney’s Office.
2. The number of Domestic Violence cases accepted/charged by the Sarpy County Attorney’s Office.

Outcome information will be due to Heartland Family Service no later than 10 working days after the end of the quarter.

Heartland Family Service will send payment to Sarpy County 10 days after receiving the above itemized materials related to invoice/time certifications and outcomes reporting.

4. **Insurance.** During the term of this Agreement, Subrecipient shall maintain in full force and effect, in a form and amount satisfactory to Heartland Family Service, the following insurance:

   a. If Subrecipient employs employees or agents to perform this Agreement, workers’ compensation insurance covering all employees or agents of Subrecipient assisting or participating in any way in the rendering of services under this Agreement, in an amount not less than that required by state law, or written evidence of exemption from state worker’s compensation law; and

   b. Vehicle liability insurance covering any travel by Subrecipient and its employees or agents when rendering services under this Agreement; and

   c. Commercial general and/or professional liability/malpractice insurance in such form and amount as Subrecipient deems appropriate covering all acts and services of Subrecipient and its employees and agents under this Agreement, unless specifically waived in writing by Heartland Family Service. Subrecipient shall be solely responsible for any claims of professional negligence arising from Subrecipient’s services under this Agreement, regardless of the existence, form or amount of professional liability insurance maintained by Subrecipient, and shall indemnify Heartland Family Service against such claims as described below.

Subrecipient shall upon execution of this Agreement, at the time of renewal of the term of this Agreement, and at other times upon request, provide Heartland Family Service with insurance certificates reflecting the coverage described above.

Subrecipient shall hold harmless Heartland Family Service and its directors, officers, agents and employees, against any and all claims, liabilities, damages and costs, of any nature whatsoever, which Contractor may incur, except for those claims, liabilities, damages and costs which arise solely out of the intentional misconduct, breach of contract or negligence of Heartland Family Service or its directors, officers, agents or employees.

Subrecipient shall indemnify Heartland Family Service and its directors, officers, agents and employees, against any and all claims, liabilities, damages and costs, of any nature whatsoever, including reasonable attorneys’ fees, which Heartland Family Service may incur, arising solely out of the intentional misconduct, breach of contract or negligence of Contractor or its directors, officers, agents or employees, provided that this indemnification shall not apply to the extent that Heartland Family Service is insured for the indemnified item and Contractor’s insurance specifically excludes the indemnity from coverage.

5. **Subrecipient.** It is the intention of the parties that the Subrecipient is not an employee, agent, or joint venturer of Heartland Family Service. Nothing in this Agreement shall be construed as
creating the relationship of employer and employee between Heartland Family Service and Subrecipient or between Heartland Family Service and any employee or agent of Subrecipient. This Agreement is not exclusive; Subrecipient shall retain the right to perform services for others during the term of this Agreement, and Heartland Family Service shall retain the right to obtain the same or similar services from others. Subrecipient may at its own risk employ other individuals to assist Subrecipient to perform this Agreement, and Heartland Family Service may not direct or control such assistants. Heartland Family Service shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to Subrecipient or paid by Subrecipient to Subrecipient’s employees or assistants. Subrecipient is responsible for paying any and all taxes related to compensation paid hereunder or paid from Subrecipient to its employees or assistants, and Subrecipient shall assume all risk and liability for any taxes, liabilities, penalties, or costs incurred should Subrecipient fail to do so. Heartland Family Service will not reimburse Subrecipient for, or provide Subrecipient or Subrecipient’s employees or assistants with any form of insurance benefits, pension benefits, vacation or holiday benefits or any other benefits or expenses whatsoever.

6. Proprietary Information. During the term of this Agreement, Subrecipient may receive or have access to documents, forms or other materials and information which Heartland Family Service considers proprietary and confidential. Subrecipient agrees that it shall not copy, use, sell, or otherwise appropriate or disclose such materials or information without the Heartland Family Service’s consent.

7. Notices. Any notice required by any provision of this Agreement shall be deemed to have been sufficiently given when delivered in person or by courier or delivery service, or when deposited in any form of United States mail, all postage or other charges prepaid, at the addresses set forth at the beginning of this Agreement.

8. Access to Books and Records. Until the expiration of five (5) years from the project end date for this Agreement, the subrecipient shall make available to HFS and the federal agencies associated with the federal funding source, a copy of this Agreement and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on subcontractors as this clause places on that party. Subrecipient shall immediately notify Heartland Family Service of its receipt of any such request for this Agreement and any other books, documents and records and shall provide Heartland Family Service with copies of any such materials. In the event this Agreement is not subject to the provision of 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. 420.300 et seq. or relevant regulations, this paragraph shall be null and void.

9. Miscellaneous. This Agreement may not be assigned, supplemented, amended, modified or otherwise altered except by written instrument executed by both of the parties hereto, and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify or alter this Agreement. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Nebraska. The foregoing constitutes the entire agreement of the parties as to the subject matter hereof.

10. Special Conditions. This Agreement is subject to the standard conditions outlined in the applicable solicitation, grant application and the signed Certified Assurances. The subrecipient and any subawards agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together, the Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guides as posted on the OVW website to include any amendments made throughout the course
of the grant period in addition to the Commission on Law Enforcement and Criminal Justice (Crime Commission) Guidelines. The detailed listing of special conditions are included as an attachment and must be signed as a part of this agreement.

Heartland Family Service
By: John Jeanetta
Title: President & CEO
Date: 7/23/2018

Sarpy County Board of Commissioners, Subrecipient
By: 
Title: Chairman
Date: 8/7/18

Approved as to Form:

Deputy County Attorney
The following is a budget detailing the costs of the Subrecipient’s services:

**CATEGORY B – CONSULTANTS & CONTRACTS (includes Subawards)**

<table>
<thead>
<tr>
<th>A. Name of Consultant/Contractor:</th>
<th>Type (check one):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Individual</td>
</tr>
</tbody>
</table>

1. Purpose:

<table>
<thead>
<tr>
<th>Rate</th>
<th># (hours, miles, meals, nights, etc.)</th>
<th>Amount Requested</th>
<th>Match</th>
<th>Total Costs</th>
</tr>
</thead>
</table>

2. Fees:

- Preparation Fee
- Presentation Fee
- Travel Time Fees
- Space/Room Fees
- Other Fees: Specify

| Consultant/Contractor Fees Subtotal | $ | $ | $ |

3. Travel Expenses:

- Mileage
- Air Fare
- Meals
- Lodging
- Other Costs:

| Consultant/Contractor Travel Subtotal | $ | $ | $ |

B. Name of Subaward: Sarpy County Domestic Violence Prosecutor

1. Purpose: To provide DV-specific prosecution in Sarpy County

<table>
<thead>
<tr>
<th>Type of Agency (check one):</th>
<th>Non-profit</th>
<th>Gov. (i.d. City, County, State)</th>
<th>Private</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Budget Categories:

<table>
<thead>
<tr>
<th>Budget Categories:</th>
<th>Amount Requested</th>
<th>Match</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Fringe</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Consultants/Contracts</td>
<td>$30,757</td>
<td>$30,757</td>
<td>$61,514</td>
</tr>
<tr>
<td>Travel</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Supplies/Operating</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Equipment</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other Costs - 25.26%</td>
<td>$0</td>
<td>$15,540</td>
<td>$15,540</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

| Subaward Subtotal | $30,757 | $46,297 | $77,054 |

**CONSULTANT/CONTRACTOR/SUBAWARD TOTAL** $30,757 $46,297 $77,054
**Consultant/Contractor (Subaward) Allocation**

<table>
<thead>
<tr>
<th>Consultant/Contracts:</th>
<th>Total Requested by Category</th>
<th>Sexual Assault Service</th>
<th>Prevention &amp; Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>LE</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Prosecution</td>
<td>$30,757</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Victim Services</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Culturally Specific</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>CRT Coordination</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(Discretionary)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BIP (Discretionary)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**CATEGORY B - CONSULTANTS & CONTRACTS (including Subawards) NARRATIVE:**

The DV Prosecutor reviews, charges, prosecute, and recommends sentencing for all domestic violence related cases in Sarpy County. This is a vital position within the criminal justice system, one that holds offenders accountable for their actions, and one that is dedicated 100% to prosecuting domestic violence offenders. In order to maintain a consistent legal response to domestic violence in the community, it is crucial to continue the funding of the Domestic Violence Prosecutor. The DV Prosecutor is an active member of the Sarpy County CRT and is the sole prosecuting entity in the county. Heartland Family Service, as the subrecipient of VAWA funds, has utilized services from the Sarpy County Attorney’s Office for the Heartland Family Service Sarpy County CRT program for several years and will continue to secure an annual Sub-Subaward Agreement formally acknowledging the Sarpy County Attorney’s Office as the Subrecipient (Sub-Subrecipient) for this program. In the 2017-18 grant, this contract was funded at this rate. This request does not represent a supplanting of any funds.

The DV prosecutor will receive a salary of $29,574 per hour x 40 hours per week x 52 weeks per year = $61,514. The CRT is again requesting grant funding for half of the Prosecutor’s time for the 2018-2019 grant year, or $29,574 per hour x 20 hours per week x 52 weeks per year = $30,757. All fringe benefits incurred by this position and the half of the salary not requested are offered as CRT match and paid for by the Sarpy County Attorney’s office. This cash match totals $30,757 in salary and $15,540 in benefits or $46,297 total match. This match is paid for by Sarpy County funds – revenue from local property taxes.
This contract is subject to the standard conditions outlined in the applicable solicitation, grant application and the signed Certified Assurances. Heartland Family Service’s partner agency is the Sarpy County Attorney’s Office, hereafter referred to as the Subrecipient, for the Heartland Family Service Sarpy County CRT program. As the Subrecipient for the Heartland Family Service Sarpy County CRT program, the Sarpy County Attorney’s Office agrees to provide quarterly reports on the following outcomes during the grant year:

1. The number of Domestic Violence cases reviewed by the Sarpy County Attorney’s Office.
2. The number of Domestic Violence cases accepted/charged by the Sarpy County Attorney’s Office.

These reports will be due by Sarpy County to the CRT Coordinator no later than 10 days after the close of each quarter.

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together, the Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guides as posted on the OVW website to include any amendments made throughout the course of the grant period in addition to the Commission on Law Enforcement and Criminal Justice (Crime Commission) Guidelines and the following special conditions:

1. The subrecipient agrees to follow the applicable set of general terms and conditions which are available to http://www.justice.gov/ovw/grantees. These do not supersede any specific conditions in this award document.

2. **Audits.** All audits will comply with the Single Audit Act of 1984, as amended. Audits for private non-profit agencies shall comply with Circular A-133.

   Agencies and organizations receiving federal funds from various sources totaling $750,000 or more during their Fiscal Year are required to have an annual audit. Total cost of the audit must be prorated among funding sources. Agencies and organizations receiving federal funds from various sources totaling less than $750,000 during their Fiscal Year are not required to have an annual audit. However, a complete agency audit complying with the Single Audit Act of 1984, as amended, is highly recommended once every three years for private non-profit agencies receiving funding from the Crime Commission.

   ONE Copy of the audit that includes a Letter of Findings is required to be submitted to the Heartland Family Service, if they are not part of the audit.

   Authorized representatives of the Crime Commission and the federal agencies associated with the federal funding source shall have access to and the right to examine all records, books, papers or documents related to this subgrant number: 16-VW-0710-01 for the purpose of audit and examinations. All records shall be retained for five (5) years from the date of the final fiscal report unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.
3. **Acceptance of Grant Award and Special Conditions:**
   a. **Grant Award** upon receipt from the Crime Commission will be signed by Heartland Family Service and sent on to Sarpy County to be signed by the Sarpy County Board of Commissioners Chair, and returned to Heartland Family Service within thirty (30) days from the date the Grant Award is mailed to the subrecipient.

   b. **Special Conditions** must be accepted, signed by the Sarpy County Board of Commissioners Chair and returned to Heartland Family Service within thirty (30) days from the date the Special Conditions document is mailed to the subgrantee.

   c. Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subrecipient must maintain a Data Universal Numbering System (DUNS) number.

   d. Subrecipient will receive payments from Heartland Family Service on a reimbursement basis. Upon receiving quarterly invoice, time certification documentation, and quarterly outcome data, Heartland Family Service will send a check to Sarpy County within 10 days.

4. **Accounting Procedures:**
   a. Subrecipients must adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted by the DOJ and supplemented in 2 C.F.R. Part 2800. See: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information regarding the standards of these requirements.

   b. Any award with matching funds, both cash or in-kind, must document match in the agency's accounting system. Match need not be applied at the exact time or in the required proportion to the obligation of Federal funds. However, the full matching share must be obligated by the end of the project period.

   b. If at any time an impropriety is found in the accounting or use of any funds received by the subrecipient, Heartland Family Service must be notified immediately and informed about how the agency will address the problem. Heartland Family Service will be required to report any impropriety found in the accounting or use of any funds received by the subrecipient to the Crime Commission.

   c. Office of Justice Program Financial Guidelines and Federal and/or State guidelines must be followed for the purchase of equipment and or services and for the property management or disposal of equipment purchased with Federal funds. Property records for equipment purchased must be maintained which include a description, serial number, source, title holder, acquisition date, cost, percentage of federal dollars funded, location, and use and condition of the equipment. Subrecipients must adhere to written procurement procedures. If the agency does not have these they should defer to the State’s procurement guidelines located at: [http://das.nebraska.gov/materiel/purchase_bureau/docs/manuals/Agency%20Procurement%20Manual%20for%20Services%20October%202015.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/manuals/Agency%20Procurement%20Manual%20for%20Services%20October%202015.pdf)

   d. Subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). [https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf](https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf)

5. **Reporting Requirements:**
   a. **Grant Activity Summary Reports** are required quarterly. These reports will be due by Sarpy County to the CRT Coordinator no later than 10 days after the close of each quarter. These reports may be submitted electronically
b. **Cash Report/Cash Requests** are required **quarterly**. Grant payments are on a reimbursement basis. Reimbursement cannot be made until financial documentation from the subrecipient has been approved by Heartland Family Service. Upon receiving quarterly invoice, time certification documentation, and quarterly outcome data from Sarpy County, Heartland Family Service will send a check to Sarpy County within 10 days.

c. To assure that expenditures are proper and in accordance with the terms and conditions of the award and approved project budget, Cash Reports/Cash Requests under this award must be signed by an official who is authorized to legally bind the entity and to certify to the best of their 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 of conditions of the award. Any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the individual to criminal, civil or administrative penalties for fraud, false statements, false claims or others (U.S. Code, Title 18, Section 1001 and Title 23, Sections 3729-3730 and 3801-3812).

d. **Regardless of the start date of the grant project**, quarterly reports are due for normal quarters as listed. Quarterly invoice, time certification documentation and quarterly outcome data will be due by Sarpy County to the CRT Coordinator no later than 10 days after the close of each quarter.
   a. Jan. – March (due by April 10th)
   b. April – June (due by July 10th)
   c. July – Sept. (due by October 10th)
   d. Oct. – Dec. (due by January 10th)

e. Under the Government Performance and Results Act, VAWA 2000 and subsequent legislation, subrecipients are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the subrecipient agrees to submit progress reports to Heartland Family Service to include any requested information required from OVW and the Nebraska Crime Commission.

6. **Use of Grant Funds:**
   a. The subrecipient must promptly refer to Heartland Family Service any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – 1) submitted a claim for award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse or misconduct should be reported. Heartland Family Service must notify the Crime Commission. For more information on how to report go to: [http://www.justice.gov/sites/default/files/civil/legacy/2011/04/22/C-FRAUDS_FCA_Primer.pdf](http://www.justice.gov/sites/default/files/civil/legacy/2011/04/22/C-FRAUDS_FCA_Primer.pdf)
   
   b. Grant funds will not be used to supplant State, local or any other funds that would otherwise be available. The agency's budget cannot decrease as a result of grant dollars. If an existing employee is assigned to this project and their salary is paid with grant funds, his or her position must be backfilled. The agency's personnel cannot decrease as a result of this grant project.
   
   c. No grant funds shall be used for costs existing prior to or after the grant period.
   
   d. Grant funds are to be used for the purpose stated in the approved grant application. Any changes must be approved by Heartland Family Service prior to the change taking place.
   
   e. Subrecipient understands and agrees that it cannot use any grant funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of Heartland Family Service, in order to avoid violation of 18 USC § 1913. The subrecipient may, however use grant funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under the S.T.O.P. grant program.
f. No other grant funds shall be used to meet the match requirement.

g. No grant funds will be used for land acquisition.

h. No grant funds are to be used for entertainment, fines and penalties, Visa fees, passport charges, bar charges/alcoholic beverages, or membership fees.

7. **Nondiscrimination/Civil Rights**

a. The subrecipient of financial assistance from Heartland Family Service is prohibited from discriminating on the basis of race, color, national origin, religion, sex or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. Heartland Family Service also prohibits discriminating on the basis of age in the delivery of services or benefits. Sarpy County adheres to its Limited English Proficiency (LEP) Plan, as stated in the Board of County Commissioners LEP Plan for Sarpy County, Nebraska.

b. Subrecipient understands and acknowledges that by accepting Heartland Family Service grant funds it is prohibited from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation or disability in any program or activity funded in whole or in part by Heartland Family Service.

c. Subrecipient agrees to notify employees and clients, customers, and program participants of prohibited discrimination and the procedures for filing a complaint of discrimination. The subrecipient agrees to have a procedure in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subrecipient.

d. Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

e. The subrecipient assures it and all its contractors will comply with all applicable nondiscrimination requirements as set forth by federal and state laws. No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or be denied employment in connection with any activities receiving funds under the Act on the basis of race, color, religion, age, sex, national origin or handicap.

f. In the event that a federal or state court or administrative agency makes a finding of discrimination after a due process hearing the subrecipient of funds will forward a copy of the finding to Heartland Family Service and the Crime Commission. If required, the subrecipient will formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et seq.

g. The subrecipient, whose projects, personnel or subawards become involved in any litigation, whether civil or criminal, shall immediately notify Heartland Family Service and forward a copy of any demand notices, lawsuits, or indictments to Heartland Family Service and the Crime Commission.

h. Subrecipient must comply with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Subrecipients must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). Information on the civil right responsibilities, see [http://www.lep.gov](http://www.lep.gov).

i. The subrecipient agrees that it is not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion.

j. Subrecipient acknowledges that failure to submit an acceptable EEOP (if subrecipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by Heartland Family Service, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
k. Subrecipient should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. Subrecipients should consult local counsel in reviewing employment practices and if warranted, an analysis of the use of arrest and conviction records should be incorporated into the subrecipient’s Equal Employment Opportunity Plan. More information on Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964 (June 2013), is available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

i. Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and authority to terminate award).

Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the subrecipient or subgrantee, or individuals defined (for purposes of this condition) as “employees” of the subrecipient or of any subgrantee.

The details of the subrecipient’s obligation related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/grantees (Award condition: Prohibited conduct by subrecipients related to trafficking in persons, and are incorporated by reference here.)

9. Compliance with general appropriations-law restrictions on the use of award funds (FY 2016)

Subrecipient must comply with all applicable restrictions on the use of award funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2016, are set out at https://www.justice.gov/ovw/grantees, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by the subrecipient or subgrantee would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact Heartland Family Service for guidance, and may not proceed without the expressed prior written approval of the Crime Commission.

10. Restrictions and certifications regarding non-disclosure agreements and related matters

Subrecipient may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

11. Subrecipient agrees to comply with any additional requirements that may be imposed as a result of grant performance and that the misuse of award funds from Heartland Family Service may result in a range of penalties, including suspension of current and future funds, recoupment of money provided under an award, and civil and/or criminal penalties.

12. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees available at http://www.ovw.usdoj.gov/grantees.html
13. The subgrantee agrees that all materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statement: “This project was supported by subgrant No. 16-VW-0710-01 awarded by Heartland Family Service. The opinions, findings, conclusions and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of Heartland Family Service or the Crime Commission. A copy of any such material or publication is to be submitted to Heartland Family Service.

14. If at any time during the grant period the subgrantee, or one of its serving Board members, is barred from doing business with the Federal Government, Heartland Family Service shall be notified by the subgrantee in writing.

15. All agencies who are participants in the awarded project shall establish and maintain a drug free work-place policy.

16. Pursuant to 2 CFR §200.315(b), the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
   a) Any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award: and
   b) Any work that is subject to copyright for which ownership was purchased by a subrecipient, subaward or a contractor with support under this award.

   Subrecipient must obtain advance written approval from Heartland Family Service, and must comply with all conditions specified by the Crime Commission in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

   It is the responsibility of the subrecipient to ensure that this condition is included in any subaward, contract or subcontract under this award.

17. Subrecipient understands and agrees that it cannot use any grant funds, either directly or indirectly, in support of any contract or agreement to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the Nebraska Crime Commission.

18. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the subrecipient is encouraged to adopt and enforce polices banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Subrecipients funded for $25,000 or more and, in certain circumstances, agree to comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the subrecipient. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA), Subaward Reporting System (FSRS). The details of the Crime Commission obligations, which derive from the FFATA, are posted on the Office of Justice Programs web site at http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

20. The subrecipient agrees that they and all subawards under this award have a DUNS number and are registered with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OVW).

21. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws,
regulations, policies and guidance is available at [http://www.ovw.usdoj.gov/grantees.html](http://www.ovw.usdoj.gov/grantees.html).

22. The subrecipient must promptly refer to Heartland Family Service any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse or misconduct should be reported. Heartland Family Service will notify the DOJ OIG. In addition, the subrecipient must notify the Crime Commission. For more information on how to submit a claim go to [www.usdoj.gov/org](http://www.usdoj.gov/org).


24. The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of money provided under and award, and civil and/or criminal penalties.

25. The subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., see a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the state solicitation under which funds are received.

26. The subgrantee agrees to participate in strategic planning efforts and/or other activities necessary for the development of the state’s three year implementation plan as required by the STOP Violence Against Women Act Formula Grant Program.

27. The subrecipient agrees and understands that grant funds used for providing legal assistance must meet the following requirements: (1) any person providing grant funded legal assistance has (A) demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the subrecipient’s organizational policies do not require mediation or counseling involving offenders and victims physically together, in, cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

28. The subgrantee agrees that grant funds will not be used to support the following:
   a) Law enforcement equipment, including uniforms, safety vest, shields, weapons, bullets, and armory.
   b) Chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated
batterer intervention program.

c) Development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The subgrantee further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

29. The subgrantee agrees to comply with any additional requirements that may be imposed as a result of grant performance and that the misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of money provided under an award, and civil and/or criminal penalties.

30. The subrecipient understand and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution or adjudication activities.

31. The subrecipient agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedure for release of victim information. Subgrantees not covered under federal or state statute must have written confidentiality policies in place that prohibit the disclosure of a victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. This written consent must be reasonably time-limited.

I have read the above Special Conditions and understand they are part of the binding Grant Award.

Signature of Sarpy County Authorized Official _______________ Date ____________

8/7/18