

AB#  
2033036

32210-43

**SUBAWARD**  
**BETWEEN**  
**THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**FREMONT AREA UNITED WAY**

This subaward is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **FREMONT AREA UNITED WAY** (hereinafter "Subrecipient").

DHHS SUBAWARD MANAGER:

Emily Kluver  
PO Box 95026  
Lincoln, NE 68509-5026  
402-471-8424  
emily.kluver@nebraska.gov

PURPOSE. The purpose of this subaward is to continue the implementation of the early childhood social-emotional development work in the Dodge County Area as approved by the Nebraska Child Abuse Prevention Fund Board (NCAPF Board) Neb. Rev. Stat. §§ 43-1901 to 43-1906.

**I. PERIOD OF PERFORMANCE AND TERMINATION**

- A. TERM. This award is in effect from July 1, 2016 the effective date through June 30, 2017, the completion date.
- B. TERMINATION. This subaward may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this subaward in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF SUBAWARD." In the event either party terminates this subaward, the Subrecipient shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this subaward immediately.

**II. AMOUNT OF SUBAWARD**

- A. TOTAL SUBAWARD. DHHS shall pay the Subrecipient a total amount, not to exceed ~~12,500~~ **12,500** (twelve thousand five-hundred dollars) for the activities specified herein and in accordance with the attached budget (Attachment A).
- B. PAYMENT STRUCTURE. Payment shall be structured as follows:
1. Quarterly payments will be made upon the submittal of a budget expenditure report and a reimbursement request for actual, allowable, and reasonable expenditures by the Subrecipient. **The final quarterly budget expenditure report and reimbursement request must be received by July 15, 2017.**

C. BUDGET CHANGES.

The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the subaward exceeding fifteen percent 15% of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

**III. STATEMENT OF WORK**

A. The Subrecipient shall:

Continue the implementation of the early childhood social-emotional development work as outlined in the Scope of Work approved by the Nebraska Child Abuse Prevention Fund Board (Attachment B).

1. Continued implementation of the Parent Interacting with Infants (PIWI) model.
2. Continued implementation of the Parent Child Interaction Therapy (PCIT) model.

B. Administrative Standards:

The Subrecipient agrees to be held accountable for the services provided within this Subgrant and with provide data on the following measures and others as described in Attachment B:

1. # of staff and organizations participating in training of PIWI and PCIT.
2. # of staff and organizations participating in implementation of PIWI and PCIT.
3. # of families and children served by PIWI.
4. # of families and children served by PCIT.

C. Reporting Requirement:

1. The Subrecipient shall submit a budget expenditure report and a reimbursement request for actual, allowable, and reasonable expenditures in accordance with the agreement and approved budget on the following schedule:

<b>Report Name</b>	<b>Due on or Before</b>	<b>Covering the Period of</b>
1st Quarter Budget Expenditure	Oct. 15, 2016	Jul. 1, 2016 -Sept. 30, 2016
2nd Quarter Budget Expenditure	Jan. 15, 2017	Oct. 1, 2016 – Dec. 31, 2016
3rd Quarter Budget Expenditure	Apr. 15, 2017	Jan. 1, 2017 - Mar. 31, 2017
4th Quarter Budget Expenditure	<b>Jul. 15, 2017</b>	Apr. 1, 2017 – Jun. 30, 2017

2. The Subrecipient shall follow reporting protocol as determined in partnership with Nebraska Children and Families Foundation and the University of Nebraska Medical Center (UNMC) staff consultant and evaluators.
3. The Subrecipient shall report on progress, activity, and results in accordance with the agreement on the following schedule:

<b>Report Name</b>	<b>Due on or Before</b>	<b>Covering the Period of</b>
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Six Month Progress Report	Jan. 31, 2017	Jul. 1, 2016 – Dec. 31, 2016
Twelve Month Progress Report	Jul. 31, 2017	Jul. 1, 2016 – Jun. 30, 2017

4. All reporting materials are to be submitted to the Nebraska Children and Families Foundation office at 215 Centennial Mall South, Suite 200; Lincoln, NE 68508 to the attention of Jamie Anthony on or before deadline.

#### IV. GENERAL TERMS AND ASSURANCES

##### A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subaward shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient 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).
2. The Subrecipient shall provide DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Subrecipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.
3. The subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.
4. In addition to, and in no way in limitation of any obligation in this subaward, the Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this subaward for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

- B. AMENDMENT. Except as provided in the NOTICES section, below, this subaward may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this subaward shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.. Violation of said statutes and regulations will constitute a material breach of this subaward. The Subrecipient shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this subaward 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 a breach of this subaward.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Subrecipient does not intend to, is unable to, has refused to, or discontinues performing material obligations under this subaward, DHHS may demand in writing that the Subrecipient give a written assurance of intent to perform. Failure by the Subrecipient to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this subaward.
- F. BREACH OF SUBAWARD. DHHS may immediately terminate this subaward and agreement, in whole or in part, if the Subrecipient fails to perform its obligations under the subaward in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of subaward within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Subrecipient time to correct a failure or breach of this subaward does not waive DHHS's right to immediately terminate the subaward for the same or different subaward breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this subaward and hold the Subrecipient liable for any excess cost caused by Subrecipient's default. This provision shall not preclude the pursuit of other remedies for breach of subaward as allowed by law.
- G. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this subaward, 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 that contrary subaward provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this subaward.
- H. CONFLICTS OF INTEREST. In the performance of this subaward, the Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.

- I. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subaward without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this subaward.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Subrecipient 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 federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this subaward to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Subrecipient in discharging its obligations under this subaward shall be deemed incorporated by reference and made a part of this subaward with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. Subrecipient certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Subrecipient shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this subaward 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 a breach of this subaward. 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 this subaward which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this subaward.
- N. FRAUD OR MALFEASANCE. DHHS may immediately terminate this subaward for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subaward by Subrecipient, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- O. FUNDING AVAILABILITY. DHHS may terminate the subaward, 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 the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Subrecipient be paid for a loss of anticipated profit.
- P. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined

by Nebraska State law. The Subrecipient shall comply with all Nebraska statutory and regulatory law.

**Q. HOLD HARMLESS.**

1. The Subrecipient shall defend, indemnify, hold, and save harmless the State of Nebraska 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 the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

**R. INDEPENDENT ENTITY.** The Subrecipient is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel, as it requires, to perform its obligations under this subaward, exercise full authority over its personnel, and comply with all workers' 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 subaward.

**S. REIMBURSEMENT REQUEST.** Requests for payments submitted by the Subrecipient shall contain sufficient detail to support payment. Any terms and conditions included in the Subrecipient's request shall be deemed to be solely for the convenience of the parties.

**T. INTEGRATION.** This written subaward 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 this subaward.

**U. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.** Subrecipient 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 Subrecipient 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 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 Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/f_w-4na.pdf) or

[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

- V. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the subaward comply with the applicable standards. In the event such standards change during the Subrecipient's performance, the State may create an amendment to the subaward to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties.
- W. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services 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.
- If the Subrecipient is an individual or sole proprietorship, the following applies:
1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
  2. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient may be disqualified or the subaward terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.
- X. **PUBLICATIONS.** Subrecipient shall acknowledge the project was supported by DHHS in all publications that result from work under this subaward.
- Y. **PROGRAMMATIC CHANGES.** The Subrecipient shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.
- Z. **PROMPT PAYMENT.** Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Subrecipient shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Subrecipient can be made. Download ACH Form:

[http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

- AA. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this subaward. This clause 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.
- BB. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subaward 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 this subaward.
- CC. SEVERABILITY. If any term or condition of this subaward 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 this subaward did not contain the particular provision held to be invalid.
- DD. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subaward or subcontract any portion of this award without prior written consent of DHHS. The Subrecipient shall ensure that all subcontractors and subrecipients comply with all requirements of this subaward and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- EE. TIME IS OF THE ESSENCE. Time is of the essence in this subaward. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Subrecipient remaining.
- FF. NOTICES. Notices shall be in writing and shall be effective upon mailing by US mail postage prepaid. Written notices required by this subaward shall be sent to the DHHS Subaward Manager identified on page 1, and to the following addresses:

FOR DHHS:

Nebraska Department of Health and  
Human Services - Legal Services  
Attn: Contracts Attorney  
301 Centennial Mall South  
Lincoln, NE 68509-5026

FOR SUBRECIPIENT:

Shawn Shanahan  
Fremont Area United Way  
445 E. 1<sup>st</sup> Street, Suite 1  
Fremont, NE, 68025

DHHS may change the DHHS Subaward Manager to be notified under this section via letter to the Subrecipient sent by U.S. Mail, postage prepaid, or via email.

## V. BUSINESS ASSOCIATE PROVISIONS

- A. 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 this contract, shall mean Contractor.

- B. 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 this contract, shall mean DHHS.
- C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- D. Other Terms. 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,
- E. Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- F. The Contractor shall do the following:
1. Not use or disclose protected health information other than as permitted or required by this Contract, consistent with DHHS' minimum necessary policies and procedures, or as required by law.
  2. Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
  3. Report to DHHS, within fifteen (15) days, any use or disclosure of protected health information not provided for by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Contractor 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 this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the DHHS. The Contractor shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.
  4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;
  5. Within fifteen (15) days:
    - a. make available protected health information in a designated record set to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.524;
    - b. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by DHHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR 164.526;

- c. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.528;
- 6. To the extent the Contractor is to carry out one or more of DHHS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligation(s); and
- 7. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

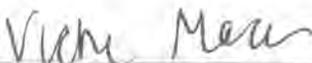
G. The Contractor is permitted to use and disclose protected health information:

- 1. As necessary to perform the services set forth in this Contract;
- 2. As required by law; and
- 3. Consistent with DHHS' minimum necessary policies and procedures.

H. The Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.

**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 with original signatures, and that the individual signing below has authority to legally bind the party to this subaward.

FOR DHHS:

  
 \_\_\_\_\_  
 Vicki Maca  
 Deputy Director  
 Division of Children & Family Services  
 Department of Health and Human Services

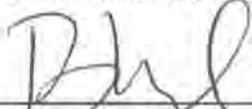
DATE: 6/30/16

FOR SUBRECIPIENT:

  
 \_\_\_\_\_  
 Shawn Shanahan  
 Executive Director  
 Fremont Area United Way

DATE: 6-27-16

FOR THE NEBRASKA CHILD ABUSE PREVENTION FUND BOARD:

  
 \_\_\_\_\_  
 Brandon Verzal  
 Chair  
 Nebraska Child Abuse Prevention Fund Board

DATE: 7/25/16

**Nebraska Child Abuse Prevention Fund Board (NCAPFB)**  
GRANT BUDGET FORM

<b>Organization:</b>	Fremont Family Coalition				
<b>Project Title:</b>	Early Childhood Social Emotional Development -PIWI/PCIT Continuation Subgrant				
<b>Total Project Budget:</b>	\$ 12,500.00	<b>Budget Period:</b>	7/1/2016	through	6/30/2017
			<i>Date</i>		<i>Date</i>

BUDGET ITEM	TOTAL PROGRAM BUDGET	NCAPFB FUNDS REQUEST	OTHER FUNDS	SOURCES
<b>Direct Personnel</b>				
<b>Wages:</b>				
Payroll wages at 5% of annual salary	\$ 2,784.00	\$ 2,784.00	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Wages</b>	<b>\$ 2,784.00</b>	<b>\$ 2,784.00</b>	<b>\$ -</b>	
<b>Benefits &amp; Payroll Taxes:</b>				
Payroll Taxes at 0.72	\$ 216.00	\$ 216.00	\$ -	
Staff benefits at 5%	\$ 300.00	\$ 300.00	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Benefits &amp; Payroll Taxes</b>	<b>\$ 516.00</b>	<b>\$ 516.00</b>	<b>\$ -</b>	
<b>Direct Expenses</b>				
<b>Office Operation Expenses:</b>				
Phone, internet, rent	\$ 150.00	\$ 150.00	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Operation Expense</b>	<b>\$ 150.00</b>	<b>\$ 150.00</b>	<b>\$ -</b>	
<b>Travel:</b>				
Providers to trainings/meetings	\$ 750.00	\$ 750.00	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Travel</b>	<b>\$ 750.00</b>	<b>\$ 750.00</b>	<b>\$ -</b>	
<b>Equipment:</b>				
PCIT related equipment	\$ 500.00	\$ 500.00	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Equipment</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ -</b>	
<b>Supplies:</b>				
Required PCIT forms, PIWI tub refills (supplies for PIWI sessions)	\$ 750.00	\$ 750.00	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Supplies</b>	<b>\$ 750.00</b>	<b>\$ 750.00</b>	<b>\$ -</b>	
<b>Training &amp; Outreach:</b>				
Professional development, training and registration fees to attended skill development courses	\$ 4,700.00	\$ 4,700.00	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Training &amp; Outreach</b>	<b>\$ 4,700.00</b>	<b>\$ 4,700.00</b>	<b>\$ -</b>	
<b>Contract / Consulting:</b>				
PIWI groups and/or PCIT services to families	\$ 2,350.00	\$ 2,350.00	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Contract / Consulting</b>	<b>\$ 2,350.00</b>	<b>\$ 2,350.00</b>	<b>\$ -</b>	
<b>Other Expenses:</b>				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Other Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Administrative Expenses</b>				
<b>Administrative / Indirect Expenses:</b>				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL Administrative / Indirect Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL BUDGET</b>	<b>\$ 12,500.00</b>	<b>\$ 12,500.00</b>	<b>\$ -</b>	

**Budget Narrative**  
**Early Childhood Social Emotional Development Jan-Dec 2016**

**Total Program Budget      \$12,500.00**

**Direct Personnel    \$3,300.00**

**Wages:                \$2,784.00**

**Taxes/benefits:    \$516.00**

**MATCH:              \$68,860.00**

**Wages: (Assuming 7.2% for payroll taxes)    \$2,784.00**

<b>Position</b>	<b>Total Program Budget</b>	<b>NCAPF</b>	<b>MATCH</b>
Backbone/Fiscal Oversight	3,000.00 x .928 = <b>2,784.00</b>	2,784.00	58,216.00
<i>Annual Salary \$61,000.00</i>			
<i>5% of time spent on this grant</i>			
<b>TOTAL</b>	<b>2,784.00</b>	<b>2,784.00</b>	<b>58,216.00</b>

**Payroll Taxes/Benefits:    \$516.00**

<b>Position</b>	<b>Amount</b>	<b>NCAPF</b>	<b>MATCH</b>
Backbone/Fiscal oversight- Benefits for health insurance	<b>300.00</b>	300.00	<b>6,000.00</b>
Backbone/Fiscal Oversight payroll taxes at 7.2%	<b>3,000.00 x 0.072 = 216.00</b>	216.000	<b>4,176.00</b>
<b>TOTAL</b>	<b>516.00</b>	<b>516.000</b>	<b>10,176.00</b>

<b>Direct Expenses</b>	<b>\$9,200.00</b>
<b>Office Operations:</b>	<b>\$150.00</b>
<b>Travel:</b>	<b>\$750.00</b>
<b>Equipment:</b>	<b>\$500.00</b>
<b>Supplies:</b>	<b>\$750.00</b>
<b>Training/Outreach:</b>	<b>\$4,700.00</b>
<b>Contract Consulting:</b>	<b>\$2,350.00</b>

**MATCH: \$468.00**

**Office Operations: \$150.00**

<b>Item</b>	<b>Total Budget</b>	<b>NCAPF</b>	<b>MATCH</b>
Phone and internet costs- Approximately 30% of total annual costs  Phone and internet \$39.00 per month @12 months	<b>150.00</b>	150.00	<b>468.00</b>
<b>TOTAL</b>	<b>150.00</b>	<b>150.00</b>	<b>468.00</b>

**Travel: \$750.00**

<b>Item</b>	<b>Total Budget</b>	<b>NCAPF</b>
Providers to trainings/meetings. This includes airfare, lodging and meals and mileage @ current IRS mileage reimbursement rate	<b>750.00</b>	750.00
<b>TOTAL</b>	<b>750.00</b>	<b>750.00</b>

**Equipment: \$500.00**

<b>Item</b>	<b>Total Budget</b>	<b>NCAPF</b>
Equipment needed to continue providing PCIT services	<b>500.00</b>	500.00
<b>TOTAL</b>	<b>500.00</b>	<b>500.00</b>

**Supplies: \$750.00**

<b>Item</b>	<b>Total Budget</b>	<b>NCAPF</b>
Copies, checks, other materials needed to support PIWI/PCIT activities	<b>750.00</b>	<b>750.00</b>
<b>TOTAL</b>	<b>750.00</b>	<b>750.00</b>

**Training/Outreach: \$4,700.00**

<b>Item</b>	<b>Total Budget</b>	<b>NCAPF</b>
Registration fees for training and professional development	<b>4,700.00</b>	<b>4,700.00</b>
<b>TOTAL</b>	<b>4,700.00</b>	<b>4,700.00</b>

**Contract/Consulting: \$2,350.00**

<b>Item</b>	<b>Total Budget</b>	<b>NCAPF</b>
Funds to pay agencies to provide services related to a PIWI group and/or PCIT services to families	<b>2,350.00</b>	<b>2,350.00</b>
<b>TOTAL</b>	<b>2,350.00</b>	<b>2,350.00</b>

**Nebraska Child Abuse Prevention Fund Board (NCAPF)  
Early Childhood Social Emotional Development Sub grant  
Scope of Work and Outcomes July 1, 2016 – June 30, 2017**

The Fremont Family Coalition is requesting a continuation of PIWI and PCIT funding from NCAPF via Nebraska Children. The purpose of these funds would be to provide opportunities for PIWI and PCIT skills development or advanced training to one or more current providers, to be organized by Nebraska Children.

**The Fremont Family Coalition**

The Fremont Family Coalition has a mission. It is to create community partnerships that empower individuals and families to improve their quality of life. We are prevention! We believe that:

- Families need supportive communities to help them be strong
- Empowerment is the key to growth and sustainability
- There is no substitute for strong families to ensure that children and youth grow up to be capable adults
- Children can be best kept safe and acquire skills when families, friends, residents, and organizations work together as partners
- Maximizing existing resources through increased collaboration decreases duplication of services
- Every family deserves access to resources that will enable them to build a better future
- Investment in prevention far outweighs the cost of intervention
- Children and families who experience socio-economic challenges are more likely to experience difficulties due to limited language skills, health concerns, social and emotional problems that impede development and success

Our common agenda is to build a multi sector prevention system to support families, children and older youth with preventative supports and services. The work we do is under the Collective Impact framework and focuses heavily on Protective/promotive factors. There are several committees that make up the Fremont Family Coalition. These include basic needs/community response, school readiness/success, youth transition to adulthood, and physical/mental health. FFC has been going strong for over 3 years! We continue to bring in new partners and expand our services and supports available to the community. The Fremont Area United is the backbone and fiscal agent for many of the grants community into the community.

Our community conducted a community wide assessment and service array to look at our strengths and barriers as a community. What we found was that Dodge County scored worse than state average on a number of Child Well Being indicators involving school readiness and social and emotional wellbeing

2016 will mark the fifth year that we have been providing PIWI and PCIT services to our community with support from a grant from NCAPF through Nebraska Children. Both PIWI and PCIT fit into the mental health committee work addressing social and emotional well-being.

We have several check and balances in FFC. We do our best to ensure we limit and eventually remove duplication services. This is accomplished by mutually reinforcing activities collectively...and LOTS of continuous communication! We also want to know if what we are doing collectively is actually making a positive change in the community with a shared measurement tool. We do this by measuring Protective Factors data across three of our initiatives of PIWI, PCIT and Community Response.

We started out with a \$25,000.00 grant in 2012 from Nebraska Children to help us start building our preventative system and partnerships. Since then, we have secured over \$600,000 in grant funding. Because our strong partnership and collaborative efforts, we have also been able to secure funding for collaborative efforts to support new and ongoing initiatives. These include partners for after school programming and in home support for school readiness. Our newest effort was the collaborative efforts of our health sectors to form a Federally Qualified Health Clinic!

In 2014, we doubled our PIWI facilitator staff. We currently have 17 trained facilitators from 14 organizations. We not only provide PIWI through group settings, but many of those providers also use PIWI strategies and concepts within their own programs. Our hope for 2016 and beyond is to continue to grow the number of facilitators in our community. In 2014, we purchased the CSEFEL PIWI training materials. We will utilize those training materials in our upcoming trainings.

Our community partners will continue to implement PIWI by facilitating at least one 9-week session fidelity group this grant year. During each PIWI group, a meal or snack is provided to the families not only for nourishment, but to increase social connections. It provides an opportunity for the families to meet one another and build friendships. At the end of the 9 week sessions, each family that misses no more than two sessions will receive a family enrichment incentive for completion. Each group has the opportunity to choose what their family enrichment incentive will be. In the past, we have provided families with passes to our local water park, pool, and motor skill development learning store. We will also continue to use concepts and strategies within our own community organizations so that all families have the opportunity to benefit from PIWI. We may also train additional PIWI facilitators, hoping to build of capacity of bi-lingual providers. We also plan to utilize those providers already trained in PIWI to train the trainer using the materials suggested.

There are tools we use in PIWI groups that track a family's progress. In collaboration with our state evaluator Dr. Barb Jackson from the Munroe Meyer Institute and our local evaluator Dr. Joyce Schmeekle, needed data is being collected to meet the outcomes for the strategies. These include a PIWI observation (for fidelity groups), attendance roster, and Protective Factors Survey, and number of children and families served. We also agreed to participate in the pilot assessment through Healthy Families America with all PIWI groups. In 2014, we worked closely with our evaluation team to ensure a more streamlined process for collecting the needed data in the most efficient, provider-friendly way. We understand the importance of proper data collection and reporting in initiatives such as PIWI and PCIT. We are excited to continue our partnership with our current evaluators.

Our community has PIWI providers in 6 organizations that are actively utilizing the strategies and concepts and/or hosting PIWI groups. These include Dodge County Head Start, Early Steps to Success,

Fremont Public Schools, Heartland Family Services, Lutheran Family Services and Pathfinder Support Services. We also have a few therapists in the community that participate. We have culturally competent and sensitive partners who are able to work with a diverse community. In the past, we have held all Spanish speaking PIWI groups at Lutheran Family Services.

#### **PCIT**

As part of this request, we are requesting to continue providing PCIT services in the community. We are fortunate to have the services covered by Medicaid for our families in need. We would like assistance in building sustainability by providing the providers the needed forms and trainings to complete the therapy with their clients.

We currently have five trained PCIT providers in the community. They are Barb Gobel in private practice, Chris Wegener with Fremont Health, Karen Cope with the Bridge, Mary Haskins with Park Professional Group and Nicole Hogle with Lutheran Family Services. Two of the five therapists are actively providing PCIT services. We are hoping to train at least one new provider in the community this year and to assist the other three providers with tools to increase referrals. We hope to improve our outreach reach efforts in a number of ways. Aside from our standard brochures, we would like to begin to promote it within other initiative and programs in the community that work with the same target population.

We have four PCIT rooms, two of which are considered community rooms for any PCIT provider to use. These are located at Lutheran Family Services and Care Corps. Funding from the grant was provided to those agencies to build rooms accessible to all PCIT providers in our community; however, most providers have opened their PCIT rooms for any other PCIT community provider to use.

As stated earlier, one of the main sustainability keys we would like to provide is skill development and advanced training to our providers. These trainings will ensure that our providers have the most up to date information on PCIT and will be motivated to continue the therapy.

We will continue to provide the needed equipment and supplies to our providers for their continued participation in the initiative.

The Fremont family Coalition plans to enhance early childhood social and emotional development through this grant by continuing to provide PIWI and PCIT services to families in our community. Organizations that have trained PIWI facilitators and PCIT providers will have the opportunity to sign a Memorandum of Commitment with coalition for PIWI and/or PCIT services. In the commitment, it states that agencies will agree to work with other participating agencies to improve the comprehensive and coordinated approach of PIWI and/or PCIT, share information, collect data, use designated assessments and forms, and be actively involved in the establishment of goals, objectives and specific outcomes/results of PIWI and/or PCIT. It also states that in-kind time and administrative support is encouraged along with terms for reimbursement from the coalition. We have also added a new clause this year for repayment of new training, if a provider fails to follow through with providing PCIT services within 6 months of training.

The coalition has supported both PIWI and PCIT in a number of ways. Our community has been blessed with opportunity to leverage and refer to other grant initiative through our coalition such as Sixpence, 21<sup>st</sup> Century, Department of Education preschool grant and Community Response. The newest initiative introduced to our community was rooted in Relationships. Along with the other initiatives, it focuses on the social and emotional well-being of children in the targeted age group. Since the target populations are very similar across the different programs, reciprocal referrals will be used through each one of these grant initiatives.

Community awareness regarding PIWI and PCIT is one key to successful family involvement. We provide brochures and other handouts for families describing what the strategies are and how they can be a part of it. If funding allows, we would also like to integrate PIWI or a similar social and emotional support into our Summer Lunch Program (SLP) again this summer. The Summer Lunch Program helps to close the summer learning slide that occurs over the summer months, by providing a faith based curriculum, activities and free lunch to any child 0-18 years old. There is academic and life skill enrichment for K-12, which unfortunately leaves out the infant through 3 years old children. We feel that PIWI or a similar strategy would be the perfect fit to fill that gap.

The PCIT group has agreed to track their clients' progress by utilizing the attendance sheets, EYEBERG, DIPCS and Protective Factors Survey. Providers have agreed to provide the request data from above to our State evaluation team and Nebraska Medicine-Munroe Meyer Institute.

The Fremont Family Coalition community partners are building sustainability for strategies such as PIWI and PCIT in our community. It was exciting news to hear that PCIT was considered a Medicaid approved service two year prior. While this helps with sustainability, it doesn't fully address all community families. This year, we will focus heavily on growing our community partners and supporting their needs for infrastructure and equipment in order to continue both PIWI and PCIT initiatives in their own organizations after grant funding is no longer available. We will also support the needs to maintain current resources for our providers relating to PIWI and PCIT.

### **Outcomes**

We plan to address and measure the following outcomes:

1. Number of Staff participating
2. Number of families and children served:
  - a. At least 20 new families and 20 new children in PIWI-groups and strategies/concepts
  - b. At least 10 new children/families in PCIT
3. Measures of family progress
  - a. We plan to administer the appropriate assessments for each strategy. Data from the assessments, attendance sheets and other forms will be collected and analyzed with the help of our evaluators.
4. Improved community systems by use of a shared referral system, marketing, or maintenance of existing resources
  - a. Our community recognizes the importance of both PIWI and PCIT for the children in our community. We plan to suggest a referral be made to PIWI or PCIT within other

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  - a. Our community recognizes the importance of both PIWI and PCIT for the children in our community. We plan to suggest a referral be made to PIWI or PCIT within other

community organizations working with the targeted population.

5. We will provide ongoing training for current PCIT therapist, and may send up to 2 new community therapist to be trained in PCIT.

We look forward to another great year of working together to meet community outcomes and build sustainability for these effective strategies in the community. Thank you for considering the Fremont Family Coalition again for the opportunity to create change and improve family well-being in our community.