

June 29, 2009

Grant #: MHI09 - LLCHD
Minority Health Community Collaborative

Lincoln-Lancaster County Health Department

3140 N St
Lincoln, NE 68510

RE: 2009-2011 Minority Health Initiative Grant Award Notice

Dear David Humm:

Thank you for applying for 2009-2011 Minority Health Initiative (MHI) project funding. We are pleased to inform you that your application has been selected to receive an MHI award for the period of July 1, 2009 to June 30, 2011.

Your total award amount is: **\$1,005,308.31**

Attachment 1 identifies your award contingencies. Please respond in writing to each item by July 15, 2009, or the alternative date, if any, specified within the item. Direct your response to the Nebraska Office of Minority Health and Health Equity, PO Box 95026, Lincoln, NE 68509-5026.

Your project is bound to abide by the conditions, terms, and requirements set forth in the Request for Applications for 2009-2011 Minority Health Initiative Projects (RFA), your application, your response to contingencies, the Nebraska Department of Health and Human Services Terms and Assurances, and any laws, rules, regulations, guidelines, directives, and attachments, incorporated by reference, which set forth the standards and procedures to be followed by grantees.

Please take note that there is a required Technical Assistance meeting set for July 15, 2009 from 10:00 am to 3:00 pm in Kearney, NE. Additional meeting details will be sent to you electronically. Please RSVP with the names of all attendees by July 10, 2009. If there are specific topics you would like addressed in the training, please submit these with your RSVP.

For your information, we are including a summary of reviewer scores. Areas marked with red exclamation points indicate strong deficits identified by reviewers.

1. Target Population and Need	possible range on each: 0 to 3	Min	Ave
How are the target health issue(s) described?		3.0	3.0
How is the target population(s) described?		3.0	3.0
How is the local need to address the health issue evidenced?		3.0	3.0
2. Public Health Strategy	possible range on each: 0 to 3	Min	Ave
How is the strategy described?		3.0	3.0
How well does the strategy fit the identified public health need?		3.0	3.0
How does the strategy fit the population targeted (culture, language, and other relevant features)?		2.0	2.5

What level of evidence (or other justification for an innovative strategy) is provided supporting the strategy's effectiveness? 3.0 3.0

3. Workplan	possible range on each: 0 to 3	Min	Ave
Are the described strategy(s) adequately implemented in the work plan objectives and activities?		3.0	3.0
Are the objectives SMART?		3.0	3.0
Does Workplan Form C (RFA pg 18) include specific activities, who is responsible, and when the activities will be accomplished, for each output row?		3.0	3.0

4. Evaluation	possible range on each: 0 to 3	Min	Ave
Does the evaluation plan assess whether or not project activities are occurring as planned? (e.g. completion of planned activities, attendance/reach, adherence to budget/timeline, population feedback, etc.)		2.0	2.5
Will the evaluation plan provide evidence of change in the targeted health condition/disparity and/or associated factor(s) in the target population? (factors may include: knowledge, skills, attitudes, behaviors, beliefs, physiological characteristics, etc)		3.0	3.0
Are adequate measurement TOOLS described for the process/outcome indicators used to determine the effectiveness of the project?		2.0	2.0
Are the data collection and analysis methods feasible for the elements of the evaluation plan?		3.0	3.0
Is there a plan to share results with other agencies that would target a similar issue and population?		1.0 !	1.0

5. Partnerships and Capacity	possible range on each: 0 to 3	Min	Ave
How consistent are the targeted need(s) and proposed strategy(s) with the organization's mission and vision?		3.0	3.0
How strong is the evidence that the organization and/or partners can ACCESS and COMPETENTLY serve the population targeted?		3.0	3.0
How clearly are roles/contributions described for the organization and its partner(s)?		2.0	2.5
How adequate are the Project Director's qualifications for this project?		3.0	3.0

6. Weighted Overall Score	possible range: 0 to 100	Min	Ave
Overall Score		95.4	97.1

If you have any questions, please contact your Project Officer, Diane Lowe at:

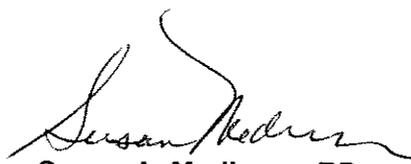
diane.lowe@nebraska.gov
(402) 471-0881

The Nebraska Department of Health and Human Services looks forward to working with your organization on this project.

Sincerely,



Jacquelyn D. Miller, DDS
Chief Administrator
Community Health Section



Susan A. Medinger, RD
Administrator
Community Health Planning
and Protection Unit



Raponzil L. Drake, DMin
Administrator
Office of Minority Health and
Health Equity

Attachment 1 Award Contingencies

Lincoln-Lancaster County Health Department Minority Health Community Collaborative

Grant #: MHI09 - LLCHD

Unless otherwise noted, responses to each item are due by July 15, 2009.

All contingency responses must be approved prior to being eligible for payment. Any exceptions to the deadline(s) must be approved in writing by your Project Officer.

Target Population and Need

- ♦ Provide estimates of the number of people to be served by each strategy by race/ethnicity, gender, and age. Show numbers as estimated counts and percents of the 2007 U.S. Census Population Estimate of that subpopulation in the county(s) served.

Evaluation Plan

- ♦ Include baseline data from the previous reporting period, July 1, 2007 to June 30, 2009 and indicate whether the current project serves the same or different clientele.
- ♦ Include what percentage of the entire minority population is being served by this project and what percentage of the entire minority population is served by your agency.
- ♦ Submit a revised evaluation plan and workplan (outcomes column) by July 22, 2009, based on materials and information received at the July 15, 2009 Technical Assistance meeting.

Budget

- ♦ Revise your project, project budget, and budget narrative to be consistent with the actual award amounts shown in Attachment 2. The revision should include the budget for each year, with a different column for each county served.

Overall

- ♦ Increase the award to the Asian Cultural and Community Center from \$25,000 per year to \$35,000 per year. Decrease the award to the Clyde Malone Community Center from \$25,000 per year to \$15,000. Provide \$7,000 over two years to the Ponca Tribe of Nebraska.

**Attachment 2
Award Amounts by County**

**Lincoln-Lancaster County Health Department
Minority Health Community Collaborative**

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	Year 1	Year 2	Total
	\$498,912.39	\$506,395.92	\$1,005,308.31
Lancaster, NE	\$498,912.39	\$506,395.92	\$1,005,308.31

X

**STATE OF NEBRASKA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBGRANT TERMS and ASSURANCES**

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

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

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

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

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

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

- J. DHHS in order to review program accomplishment, evaluate management control systems and other technical assistance as needed or requested.
- K. Subrecipient Procurement. Subrecipient shall be the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues, without recourse to DHHS, arising out of procurement entered into by connection with the subgrant. Such issues include, but are not limited to, disputes, claims, protests of award, source evaluation and other matters of a contractual nature.
- L. Termination.
1. Nonperformance and/or inadequate performance shall be a basis for the termination of this award or portions thereof. Further, DHHS shall not pay for work not done or for work done in an unsatisfactory manner.
 2. Should the Grantee breach this contract, DHHS may, at its discretion, terminate the contract immediately upon written notice to the Grantee. DHHS may, at its discretion, contract for provision of the services required to complete this grant and hold the Grantee liable for all expenses incurred in such additional agreement. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- M. Subgrant Close-Out. Upon the expiration or notice of termination of this Subgrant, the following procedures shall apply for close-out of the subgrant:
1. Upon request from Subrecipient, any allowable reimbursable cost not covered by previous payments shall be paid by DHHS.
 2. Subrecipient shall make no further disbursement of funds paid to Subrecipient, except to meet expenses incurred on or prior to the termination or expiration date, and shall cancel as many outstanding obligations as possible.
 3. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
 4. Within a maximum of 30 days following the date of expiration or termination, Subrecipient shall submit all financial, performance, and related reports required by the terms of the Agreement to DHHS. Nebraska Department of Health and Human Services reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.

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

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

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

ACCEPTED FOR THE SUBRECIPIENT:

NAME: *Bruce Dart*

AGENCY: Lincoln-Lancaster County Health Department

DATE: 4/10/09

FTIN: 47-6006256

**ADMINISTRATIVE AND AUDIT GUIDANCE
HHS CONTRACTS**

<u>Recipient</u>	<u>Administrative</u>	<u>Cost Principles</u>	<u>Audit Policy*(1)</u>
Nonprofit organization including Nonprofit Hospital not affiliated with an educational institution or government	45 CFR Part 74	A-122	A-133 & G.A.S.*(2)
College/University	45 CFR Part 74	A-21	A-133 & G.A.S.*(2)
State, Local, or Tribal Government	45 CFR Part 92	A-87	A-133 & G.A.S.*(2)

**(1) Sign attached Audit Requirement Certification.*

(2) G.A.S. = Government Auditing Standards Issued by U.S. Comptroller General.

**OTHER FEDERAL CONTRACTS ADMINISTRATION REGULATIONS
FOR ALL RECIPIENTS**

"Government-wide Debarment and Suspension (Non-procurement)"	45 CFR Part 76, Subparts A-E (Sign attached certification)
"New Restrictions on Lobbying"	45 CFR Part 93 (Sign attached certification)
"Pro-children Act of 1994"	(Sign attached certification)

The complete contract, including the 2009 - 2011 Workplan, is on file with the City Clerk.