NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

Pete Ricketts, Governor

# Civil Money Penalty (CMP) Reinvestment Application Template

**Date of Application Submission to Nebraska DHHS Medicaid and Long-Term Care: _____**

## Instructions

Applicants must submit this CMP Grant Program request and supporting documents to the Nebraska DHHS Medicaid and Long-Term Care email address (DHHS.MLTCInstitutionalServices@nebraska.gov) for initial review to make an initial determination of whether the project benefits nursing home residents and nursing facility services. The application and supporting documentation must be submitted as one PDF document. If chosen for possible selection, the State Agency will forward the application to the Centers for Medicare & Medicaid Services (CMS) Regional Office (RO) for review and approval. After a determination by the Nebraska DHHS Medicaid and Long-Term Care and CMS RO, the applicant will be notified of the funding determination. If the State Agency has not received a response from CMS within 45 calendar days of receipt of a completed request, the State Agency may send a request for priority processing. The CMS RO has final determination authority for all requests. CMS may approve, deny, or request additional information for each Civil Money Penalty (CMP) request. Denied Civil Money Penalty (CMP) request forms are **not** subject to appeal.

Grant applications are eligible for submission during the months of January and February of each year and are awarded on an annual basis to eligible entities for one-time or start-up projects. The Project must have a continuing and long term benefit on the quality of life of residents in certified nursing facilities. The project must be practical and stimulate resident quality of care.

Note: Applications that are an extension of an approved CMP reinvestment project to new nursing home location(s) do not have to complete the entire application. **A project is considered an "extension project" if it is identical in project details to a project approved after April 1, 2018.** For extension projects, applicants must submit the approval letter for the approved CMP reinvestment project and complete the following sections: Applicant Contact and Background Information (questions 1-2a, and 6), Funding (questions 7-9), Project Title (question 10-11), Partnering Entities (question 15 for non-nursing home applicants and question 16 for all applicants, if appropriate), and Attestation (question 22). Additionally, the applicant must submit results of the previously approved and completed project (if applicable), with confirmation by the State Agency.

**Project and Applicant Requirements**

Project outcomes, including the metrics provided in this application, must be reported at the completion of the project period. Refer to the Nebraska Medicaid CMP Program Manual for specific application and project requirements. In order to maintain compliance with 42 CFR 488.433, at a minimum, State Agencies will make information about the use of CMP funds publicly available, including the dollar amount, recipients, and results of the project. The Nebraska Civil Money Penalty (CMP) Program web page can be found at: **http://dhhs.ne.gov/Pages/Medicaid-CMP-Program.aspx**

**Projects cannot:**

- Exceed three years;
- Include items or services that are not related to improving the quality of life and care of nursing home residents or to protecting such residents. For example, projects where the need or demand for services provided by the project does not exist; projects where nursing home residents are not the target

beneficiaries or the nursing home setting is not the focus of the project; and research projects where the benefits are often unknown;

- Include funding for capital improvements to a nursing home (e.g., replacing a boiler, redesign of a nursing home);
- Include funding for nursing home services or supplies that are already the responsibility of the nursing home (e.g., staff, equipment, food);
- Include funding for survey and certification operations or state expenses;
- Include funding for refreshments;
- Include funding for incentives (e.g., for attending training or completing a survey—this includes items such as payments or gift cards);
- Include unclear or excessive expenses (e.g., budget items that are not clearly detailed or itemized, unreasonably high project staff salaries or travel expenses, excessive staff to implement a project, unreasonable marketing of projects, high indirect costs, or a large portion of the budget set aside for evaluation); or
- Include supplementary or duplicative federal or state funding (e.g., personnel performing the same duties as Ombudsman or Quality Improvement Organization (QIO) assistance, nurse aide training programs).

**Applicants must:**

- Be qualified and capable of carrying out the intended project(s) or use(s);
- Not have a conflict of interest relationship with the entity(ies) who will benefit from the intended project(s) or use(s); and
- Not be paid by a state or federal source to perform the same function as the project(s) or use(s) (e.g., CMP funds may not be used to enlarge or enhance an existing appropriation or statutory purpose that is substantially the same as the intended project(s) or use(s)).

Applicants may contact the Nebraska DHHS Medicaid and Long-Term Care with questions regarding their CMP Grant Program Application:

Dawn Sybrant, Interim Program Manager
dawn.sybrant@nebraska.gov
DHHS.MLTCInstitutionalServices@nebraska.gov
(402) 471-9678

# Applicant Contact and Background Information

1. **Applicant Contact Information**

Provide the contact information for the CMP project applicant (individual) who completed the application. If the primary point of contact (POC) is different than the POC who completed the application, please provide the primary POC's name and contact information. The primary POC is defined as the person responsible for the project implementation.

| *Applicant Contact Information* | *Project Leader Contact* |
|---|---|
| Name: | Name: |
| Phone: | Phone: |
| Email: | Email: |
| Address: | Address: |

2. **Applicant Organization Information**

Provide the contact information for the organization requesting CMP funds. The organization or nursing home which requests CMP funding is accountable and responsible for all CMP funds granted. If a change in ownership occurs after CMP funds are granted or during the course of the project, the primary POC should notify DHHS. Notice regarding the change in ownership and its impact on the CMP Reinvestment Application award should be sent to DHHS.

| *Organization Contact Information* |
|---|
| Name: |
| Phone: |
| Email: |
| Address: |
| National Provider Identifier: |

2a. **Is the organization a nursing home?** Select

| *Nursing Home-Specific Questions* | | | |
|---|---|---|---|
| Is any outstanding civil money penalty (CMP) due? | Yes | No | N/A |
| Is the nursing home in bankruptcy or receivership? | Yes | No | N/A |
| Is the nursing facility enrolled as a Special Focus Facility? | Yes | No | N/A |
| Is the nursing facility currently participating in a Systems Improvement Agreement? | Yes | No | N/A |

| | |
|---|---|
| Nursing Facility Compare Star Rating: | |
| Date of Star Rating: | |
| Nursing Facility Administrator: | |
| Nebraska Medicaid Provider Agreement Owner: | |

3. **Organization History**

Provide the background and history of the applicant organization, including details such as the organization's mission statement and number of years in service.

4. **Organization Capabilities**

Provide information about the organization's capabilities, including products and services relevant to the proposed CMP project.

5. **Organization Website**

Provide the website address for the organization requesting CMP funds, if available.

6. **Other Funding Sources**

Have other funding sources been applied for and/or granted for this proposal or project?

If yes, please explain and identify the funding sources and amount in the space below.

# Funding

7. **Total CMP Fund Request Amount**

Provide the amount requested for the entire project. For example, if it is a three-year project and requires $25,000 per year, then enter $25,000 as the annual project cost and $75,000 as the total project cost. If requesting $25,000 for a one-year project, then enter $25,000 as both the annual and total cost. Include the total amount of non-CMP funds received for the project, as described above in "Other Funding Sources."

DHHS Medicaid & Long-Term Care will award up to three Civil Money Penalty (CMP) grant projects annually. Grant monies will be dispersed among the chosen grant projects (not to exceed $50,000 in total).

Annual Amount Requested: _____
Total Amount Requested: _____
Total non-CMP funds received (or anticipated) for this project: _____

8. **Detailed Line Item Budget**

Applicants must provide a detailed line item budget (using the CMP Reinvestment Budget Template or similar spreadsheet) outlining specific cost requirements within each of the following budget categories:

- Personnel: an employee of the organization whose work is tied to the proposed project;
- Travel: provide mileage, lodging and per diem as applicable;
- Equipment purchase and rentals: materials central to the roll out of the project;
- Contractual: the cost of project activities to be undertaken by a third-party contractor. Each contractor should be budgeted separately;
- Other direct costs: expenses not covered in any of the previous costs;
- Total indirect costs: overhead costs allocable to the project such as a negotiated rate with a university; and
- Cost-sharing: total non-CMP funds received or anticipated for this project.

Is the CMP Reinvestment Budget Template or similar spreadsheet outlining specific cost requirements within each summary budget category attached? Select

9. **Budget Narrative**

Use the space below to justify indirect costs and cost-sharing amounts included in the CMP Reinvestment Budget Template or similar spreadsheet. Explain the costs calculation and methodology.

# Project Details

10. **Project Title:** _____

10a.

| | | |
|---|---|---|
| Is this project an extension of a CMP reinvestment project approved after April 1, 2018 to a new nursing home location? | Yes | No |
| If yes, have the results of the previously approved project been reported to the state agency? | Yes | No |

Note: If yes to both questions, applicant must submit the results of the project as an attachment to this application.

11. **Project Time Period**

Number of Years: _____
Specific Dates Proposed for the Project: _____

12. **Project Category:**
Please indicate in which category this project should be considered (please see the CMP ReinvestmentApplication Resource Guide for more information):

| | |
|---|---|
| | Consumer Information |
| | Resident or Family Council |
| | Direct Improvements to Quality of Care |
| | Culture Change/Direct Improvements to Quality of Life |
| | Training |

Other: *Please specify below:*

# Summary of Project and Benefits to Residents

13. **Summary of the Project and its Purpose**
Describe (a) the problem or gap this project is aiming to address, (b) project goals and/or objectives, and (c) the plan to implement the project, including implementation timeline.

14. **Benefit to Nursing Home Residents**
Describe how this project will directly benefit nursing home residents. CMP funds shall only be used for activities that benefit nursing home residents and that protect or improve their quality of care or quality of life.

# Partnering Entities

15. **Nursing Home and Community Involvement**
Describe how the nursing home community (including resident and/or family councils and direct care staff) will be involved in the development and implementation of the project.

If the organization applying is not a nursing home, include letters of support in the application submission to demonstrate nursing home support and buy-in for the proposed project.

16. **Other Partnering Entities**
If applicable, list any other entity(ies) (e.g., individuals, organizations, associations, facilities) that will be partnering with the applicant on this project, how much funding the entity will be receiving (if any), and the specific deliverables for which the entity is responsible.

# Deliverables, Risks, Performance Evaluation, Sustainability

17. **Project Deliverables**
List any physical items that will be deliverables as a result of funding this project (e.g., electronics, training materials, curricula).

18. **Performance Monitoring and Evaluation**
Describe how the project's performance will be monitored or evaluated, including specific outcome metrics, and the intended outcomes. These metrics shall be submitted upon completion of the project or as frequently as required by DHHS.

19. **Duplication of Effort**
Describe how the project does not duplicate existing requirements for the nursing home or other federal or state services.

20. **Risks**
Describe potential risks or barriers associated with implementing this project and the plan to address these concerns.

21. **Sustainability**
Describe how the project or outcomes will be sustained after CMP funding concludes.

# Terms and Assurances

## DHHS GENERAL TERMS – STATE FUNDS GRANTS

1. ACCESS TO RECORDS.
   1.1. Grantee shall provide access for DHHS, or its authorized representative, to any documents, papers, or other records pertinent to this Grant, in order to make audits, examinations, excerpts, and transcripts. The Grantee shall provide the same access to the Auditor of Public Accounts, or any of its authorized representatives. These rights also includes timely and reasonable access to Grantee's personnel for the purpose of interview and discussion related to such documents, papers or other records. These rights are not limited to the retention periods included herein but continue as long as the records are retained by Grantee.
   1.2. Unless a longer period is set forth in this Grant, Grantee shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to Grant, for five (5) years from the date of submission of the final expenditure report or invoice, whichever is later.
   1.3. In addition to the foregoing retention periods, all records must be retained if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
   1.4. As required by law, records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.

2. ACKNOWLEDGEMENT OF FUNDING. Grantee must acknowledge state funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with these grant funds. Grantee must state: (1) the percentage and dollar amounts of the total program or project costs financed with state funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

3. AMENDMENT. This Grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms of Grant shall be valid unless made in writing and signed by the parties.

4. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this Grant 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 material noncompliance with this Grant.

5. CLOSEOUT AND POST-CLOSEOUT.
   5.1. *Closeout.* The following closeout procedures apply to this Grant at the end of the Grant term:
      5.1.1. Grantee shall follow all invoicing and liquidation requirements contained in the Grant.
      5.1.2. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all costs consistent with the terms of this Grant.
      5.1.3. Grantee shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
   5.2. *Post-Closeout Adjustments and Continuing Responsibilities*. The closeout of the Grant does not affect any of the following:
      5.2.1. The right of DHHS to disallow costs and recover funds on the basis of a later audit or other review. DHHS shall make any cost disallowance determination and notify Grantee within the record retention period.
      5.2.2. The obligation of Grantee to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments.
      5.2.3. Records retention as required Section 1 of this Addendum.

6. COMPLIANCE WITH CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT LAWS.
   6.1. The Grantee shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(d) 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.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.

6.2. Violation of the above statutes and regulations will constitute material non-compliance with the terms of this Grant and may result in any of the Remedies for Noncompliance listed herein, or any other remedy available under law.

6.3. To comply with law, including but not limited to Neb. Rev. Stat. § 48-1122, Grantee shall insert a similar provision to .1, above, into all subgrants and contracts under this Grant.

7. CONFIDENTIALITY.

7.1. Any and all confidential or proprietary information gathered in the performance of this Grant, 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, however, that contrary provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

7.2. For the purposes of this section, "confidential or proprietary information" means any information subject to any legal requirement governing its use or disclosure. This may include, but is not limited to, protected health information as defined by HIPAA.

8. CONFLICTS OF INTEREST. In the performance of this Grant, Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. Grantee shall not acquire an interest either directly or indirectly that will conflict in any manner or degree with performance, and shall immediately notify DHHS in writing of any such instances encountered.

9. COSTS.

9.1. DHHS shall only pay for costs consistent with the applicable statute, with the appropriation bill providing this Grant's funding (if applicable), and with this Grant's other terms, purposes and objectives. If any identified cost in the Grantee's budget conflicts with the statute or appropriation bill that provides this Grant's funding, or with the Grant's other terms, the following order of preference shall prevail, with the lower number prevailing over the higher number: 1) The statute or appropriation bill; 2) The terms, purposes and objectives of this Grant; 3) The budget or any other attachment.

9.2. DHHS shall only pay for costs that are actual and allowable. A cost is "actual" if it is finalized and spent during the term of this Grant or within 90 days after its end. A cost is "allowable" if the cost is "reasonable" and "allocable" to the Grant's objectives. For the purpose of this Grant:

9.2.1. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost; and

9.2.2. A cost is allocable if the goods or services involved are chargeable or assignable to the purposes and objectives of the Grant and statute or appropriation, in accordance with relative benefits received. This is met if the cost is incurred specifically for the Grant; if it benefits the Grant and the other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and if it is necessary for the overall operation of the Grantee and is assignable in part to the Grant in accordance with the terms set forth herein.

9.3. Prohibited costs include, but are not limited to: any lobbying costs, as such costs are defined as unallowable in 2 CFR § 200.450; all costs of outside legal counsel or outside legal representation; fund raising and investment management costs, as defined in 2 CFR § 200.442; or any cost incurred for interest on: borrowed capital, temporary use of endowment funds, or the use of the Grantee's own funds. Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, costs should be determined to be allowable as set forth in this section.

9.4. All Capital Expenditures exceeding $5,000 must be pre-approved by DHHS, in writing, before they are incurred. "Capital Expenditures" shall be defined as set forth in 2 CFR § 200.13. "Capital Assets," as used in 2 CFR § 200.13, shall be defined as set forth in 2 CFR § 200.12.

9.5. DHHS shall only pay for indirect costs if they are incurred for a common or joint purpose benefitting more than one cost objective of the Grant, and not readily assignable to the Grant cost objectives specifically benefitted, without effort disproportionate to the results achieved.

10. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.
    10.1. *Data.* DHHS shall own all rights in data resulting from this Grant.
    10.2. *Copyright and Patent*. Grantee may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the Project Description under this Grant without 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 or patentable products for state government purposes.
    10.3. These provisions shall survive termination of this Grant.

11. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee 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 state or federal department or agency.

12. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Grant to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards and procedures to be followed by Grantee in discharging its obligations under Grant, shall be deemed incorporated by reference and made a part of Grant with the same force and effect as if set forth in full text herein.

13. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

14. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under Grant 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 noncompliance with Grant. 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 Grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume the Scope of Work 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 Scope of Work requirements under Grant.

15. FUNDING AVAILABILITY. DHHS may terminate the Grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the Grant with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily completed as of the termination date.

16. GOVERNING LAW.
    16.1. Notwithstanding any other provision of this Grant, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and DHHS' authority to grant is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) Grant will be interpreted and enforced under the laws of the State of Nebraska, except where preempted by federal law; (3) any action to enforce the provisions of Grant must be consistent with federal and state law; (4) the person signing Grant on behalf of DHHS does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final agreement, if any, are entered into subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms of the final Grant, including but not limited to any clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final agreement are entered into specifically subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.
    16.2. The parties shall comply with all applicable federal, state, and local law in the performance of this Grant. Legal obligations required hereunder include, but are not limited to: all applicable

confidentiality and privacy statutes and regulations, current and as amended, including but not limited to HIPAA.

17. INDEMNIFICATION.
    17.1. The Grantee shall defend, indemnify, hold, and save harmless DHHS 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 DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
    17.2. DHHS' 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 Grantees.
    17.3. Notwithstanding the above, if Grantee is a local governmental agency or political subdivision of the State of Nebraska, nothing in Grant shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of Grant. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

18. INDEPENDENT ENTITY. Grantee is an independent entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel as it requires to perform its obligations under Grant, 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 completing work as contemplated by this Grant.

19. INTEGRATION. This written Grant 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 Grant.

20. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee 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 Grantee 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.nebraska.gov/tax/current/fill-in/f_w4na.pdf

21. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/2-201.html and ensure that products or services provided under the Grant comply with the applicable standards. In the event such standards change during Grantee's performance, DHHS may create an amendment to the Grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

22. NEW EMPLOYEE WORK ELIGIBILITY STATUS.
    22.1. The Grantee 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. § 1324(a), 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.

22.2. If Grantee is an individual or sole proprietorship, the following applies:

22.2.1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

22.2.2. If Grantee indicates on such attestation form that he or she is a qualified alien, Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

22.2.3. The Grantee understands and agrees that lawful presence in the United States is required and Grantee may be disqualified or the Grant terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

23. ORDER OF PREFERENCE.

23.1. Unless otherwise specifically stated in an amendment to this Grant, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:

1. Amendments to the Grant with the most recently dated amendment having highest priority;
2. The Grant, with the following addenda in order of preference: DHHS Terms – State Funds Grants; DHHS HIPAA Business Associate Agreement Provisions – State Funds Grants (if included); DHHS Insurance Requirements – State Funds Grants (if included).
3. Any attachments to this Grant.

23.2. These documents constitute the entirety of the Grant. Any ambiguity or conflict in the Grant discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the appropriate rules of interpretation as established in the State of Nebraska.

24. PAYMENT AND PAYMENT REQUESTS.

24.1. *Payment.* Unless otherwise provided herein, DHHS will make payment to the Grantee within 45 days of receipt of Grantee's Payment Request.

24.2. *Payment Requests*. All requests for payments submitted by Grantee shall contain sufficient detail to support payment. Grantee must be able to provide source documentation or other verification of all claimed costs, either provided with its request for payment, or available to DHHS. Any terms and conditions included in the Grantee's invoice shall be deemed to be solely for the convenience of the parties. No payment shall be made for any deliverable or cost unless specifically authorized in the terms of the Grant.

24.3. *ACH.* The Grantee shall complete and sign the State of Nebraska Automated Clearing House (ACH) Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to Grantee can be made. Download ACH Form:
http://www.das.state.ne.us/accounting/nis/address_book_info.htm

25. PUBLIC COUNSEL. In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee 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 Grant. This clause shall not apply to grants 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.

26. REMEDIES FOR NON-COMPLIANCE.

26.1. DHHS may, if Grantee fails to comply with state or federal statutes, regulations, or the terms of the Grant:

26.1.1. Require additional or more detailed reporting;
26.1.2. Conduct additional project monitoring;
26.1.3. Require the Grantee to obtain technical or management assistance;
26.1.4. Establish additional prior approvals;
26.1.5. Temporarily withhold any payments pending the correction of the deficiency by Grantee;
26.1.6. Disallow all or part of the cost of the activity or action not in compliance;
26.1.7. Wholly or partly suspend or terminate the Grant (see also Termination); and
26.1.8. Take any other remedy that may be legally available.

26.2. If DHHS imposes items .6, .7, or .8, above, DHHS may withhold future payments or seek repayment to recoup costs paid by DHHS.
26.3. Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under Grant for which an exception has been taken or that has been disallowed because of such an exception, upon demand from DHHS.
26.4. Nothing in this provision shall preclude the pursuit of other remedies as allowed by law.

27. RESEARCH. The Grantee shall not engage in research utilizing the information obtained through the performance of Grant 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 Grant.

28. SEVERABILITY. If any term or condition of Grant 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 Grant did not contain the particular provision held to be invalid.

29. SUBGRANTEES OR CONTRACTORS UNDER THIS GRANT.
29.1. Grantee shall not subgrant or contract any portion of this Grant without written notice to DHHS (a budget attached to this Grant or approved, in writing, by DHHS shall be considered written notice for this section). DHHS reserves the right to reject a subgrantee or contractor, but such rejection shall not be arbitrary or capricious.
29.2. Grantee shall maintain copies of all subgrant agreements, procurement contracts and documentation of its compliance with the provisions cited above.
29.3. Grantee shall ensure that all contractors and subgrantees comply with all requirements of this Grant and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

30. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of Grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this Grant.

31. TERMINATION.
31.1. This Grant may be terminated in whole or in part as follows:
31.1.1. DHHS may terminate the Grant if the Grantee fails to comply with the terms of this Grant, or for cause; DHHS may also terminate as otherwise set forth in Addendum A, applicable law, or the Grant.
31.1.2. The Grantee may terminate the Grant upon sending written notification to DHHS setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DHHS determines in the case of partial termination that the reduced or modified portion of the Grant will not accomplish the purposes for which the Grant was made, DHHS may terminate the Grant in its entirety. In either case, the effective date shall be as provided by the Grantee and as consistent with the period set forth in the Grant.
31.1.3. DHHS and the Grantee may agree to terminate this Grant; however, the two parties must agree, in writing, upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.
31.2. All notices of termination shall provide a notice period and effective date as set forth in this Grant.
31.3. In addition to the procedures set forth in Close-Out, above (if applicable), if the Grant is terminated by Grantee, or by DHHS for any reason including but not limited to Remedies for Noncompliance, the Grantee shall not incur new obligations after the notice of termination of the Grant, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Grantee for costs incurred on, or prior to, the termination date.

**I have read and agree to the terms and assurances above (check box)** ☐

# Attestation

22. **Attestation Statement**
CMP funds have been provided for the express purpose of enhancing quality of care and quality of life in nursing homes certified to participate in Title 18 and Title 19 of the Social Security Act. By signing below, you are confirming that everything stated in this application is truthful and you are aware and in compliance with the CMP project and applicant requirements.

| | |
|---|---|
| Name of the Applicant (print): | |
| Signature of the Applicant: | |
| Date of Signature: | |