DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

43392 Y3

REVISED 43392 Y3

STATE FUNDS GRANT

BETWEEN

THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

SENIOR CITIZEN INDUSTRIES

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **SENIOR CITIZEN INDUSTRIES** (hereinafter "Grantee").

DHHS GRANT MANAGER:

Bob Halada
DHHS/MLTC/State Unit on Aging
PO Box 95026
Lincoln, NE 68509
DHHS.Aging@nebraska.gov

PURPOSE. The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

I. TERM AND TERMINATION

A. TERM. This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.

B. TERMINATION. This grant 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 grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

II. AMOUNT OF GRANT

A. TOTAL GRANT. DHHS shall pay the Grantee a total amount, not to exceed $17,500.00 (seventeen thousand five hundred dollars) of Senior Volunteer Program Services - Community Aging Services Act (CASA) funds for the activities specified herein.

B. PAYMENT STRUCTURE. Payment shall be structured as follows:

1. DHHS agrees to pay the Grantee actual, reasonable, and necessary expenses as billed up to the amount in Section II, Paragraph A. The budget is located in Attachment B. Cost reimbursable payments are to be made in general accordance with the categories and criteria as set forth in the agreement and the budget. The Grantee shall submit monthly payment request in accordance with the following billing requirements:

Request for Funds (Form E) and the Monthly Financial Report(s) as referenced in Attachment C, shall be submitted on a monthly basis to the attention of:

Courtney Parker
State Unit on Aging
Division of Medicaid & Long-Term Care
Department of Health & Human Services
PO Box 95026
Lincoln, Nebraska 68509-5026
DHHS.Aging.nebraska.gov

III. STATEMENT OF WORK

A. The Grantee shall:

1. Designate a project director who is directly responsible for the management of the project.
2. Provide for the recruitment, assignment, supervision, and support of senior volunteers. Senior volunteers' activities may include but are not limited to: personal care, nutrition duties, social/recreational activities, home management, information and advocacy, transportation to medical appointments or grocery shopping, and respite care. Special efforts must be made to recruit and assign persons from minority groups, handicapped, and hard to reach individuals.
3. Provide financial and in-kind support to fulfil the project's local share commitment.
4. As consistent with (C), below, provide a Certificate of Insurance to DHHS to ensure that the senior volunteers are covered under the Contractor's insurance policies. Insurance policy must include: Accident Insurance, Personal Liability Insurance and Excess Automobile Insurance.
5. Provide for recognition of the senior volunteers and their activities.
6. Establish personnel practices and service policies for senior volunteers, including grievance and appeal procedures for both volunteers and project staff.
7. Conduct Nebraska State Patrol Criminal History background check and DHHS APS/CPS Central Registry check on new volunteers.
8. Provide accurate and timely preparation and submission of reports required by DHHS.
9. Provide training prior to the start of senior volunteer service and quarterly thereafter.
10. Provide or arrange for direct benefits (insurance, meals, physical examinations, and transportation).
11. Submit quarterly program reports describing the number of volunteers, hours of service, number of persons served, and expenditures.
12. Cooperate with DHHS staff on monitoring of program activities.
13. Develop a realistic transportation plan for the project based on lowest cost transportation modes.
14. Conduct an annual appraisal of the volunteers' performance using forms prescribed by the State Unit on Aging and an annual review of volunteers' driver's record and liability insurance.
15. Request reimbursement only for programs that meet the requirements of the State of Nebraska regulations and statutes, and the DHHS approved Agency Annual Plan.

B. Grantee's Insurance Requirements.

1. *General Requirement.* The Grantee shall not commence work under this grant until all the insurance required hereunder has been obtained. By signature of this grant, the Grantee guarantees it has the amounts contained hereunder.
   a. If by the terms of any insurance a mandatory deductible is required, or if the Grantee elects to increase the mandatory deductible amount, the Grantee shall be responsible for payment of the amount of the deductible in the event of a paid claim.
   b. Insurance coverages shall function independent of all other clauses in the grant.

2. *Commercial General Liability and Commercial Automobile Liability.* The Grantee shall take out and maintain during the life of this grant such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Grantee and any senior companion performing work covered by this grant from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this grant, whether such operation be by the Grantee or by any senior companion or by anyone directly or indirectly employed by the Grantee, and the amounts of such insurance shall not be less than limits stated hereinafter. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. *Amounts Required.* Grantee shall maintain insurance at the following amounts:

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$1,000,000
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

See Attachments:

Attachment A State Unit on Aging Taxonomy Definitions
Attachment B Grantee's Annual Budget
Attachment C Request for Funds (Form E) and Monthly Financial Report(s) (Form A)

C. DHHS shall: Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Grantee up to the amount in Section II, Paragraph A.

IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Grantee 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 grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee 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 Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee 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 Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee'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 Grantee 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 Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.

3. The Grantee 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 grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant 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 grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.

C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** 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.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.

D. 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 a breach of this grant.

E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.

F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant 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 Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.

G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

H. CONFIDENTIALITY. 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 that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee 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.

J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may **not** copyright any of the copyrightable material and may **not** patent any of the patentable products produced in conjunction with the performance required under this grant 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.

K. 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.

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

M. 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.

N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this 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 a breach of this 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 this grant 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 grant.

O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.

P. 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 award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the 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 which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.

Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and 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.

R. HOLD HARMLESS.

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 the 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.

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.

S. INDEPENDENT ENTITY. The 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 this 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 providing services as contemplated by this grant.

T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.

U. 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.

V. 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.ne.gov/tax/current/fill-in/f_w-4na.pdf

W. 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 and/or services provided under the grant comply with the applicable standards. In the event such standards change during the 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.

X. NEW EMPLOYEE WORK ELIGIBILITY STATUS. 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. § 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 Grantee is an individual or sole proprietorship, the following applies:

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.

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

3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

Y. PUBLICATIONS. Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

Z. PROGRAMMATIC CHANGES. The Grantee 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.

AA. 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 Grantee 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 Grantee can be made. Download ACH Form:
http://www.das.state.ne.us/accounting/nis/address_book_info.htm

BB. 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 this grant. 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.

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

DD. SEVERABILITY. If any term or condition of this 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 this grant did not contain the particular provision held to be invalid.

EE. SUBGRANTEES OR SUBCONTRACTORS. The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

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

GG. TIME IS OF THE ESSENCE. Time is of the essence in this grant. 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 Grantee remaining.

HH. NOTICES. Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant 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 GRANTEE:
Theresa Engelhardt, Executive Director
Senior Citizens Industries, Incorporated
304 East 3rd Street
Grand Island, NE, 68801-7718
308-385-5308

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

IN WITNESS THEREOF, the parties have duly executed this grant hereto, and each party acknowledges the receipt of a duly executed copy of this grant with original signatures, and that the individual signing below has authority to legally bind the party to this grant.

FOR DHHS:

DocuSigned by:
Cynthia Brammeier
06258C8E34B3492...

Cynthia Brammeier
Administrator
State Unit on Aging

DATE: 8/7/2018 | 14:22:08 CDT

FOR GRANTEE:

DocuSigned by:
Theresa Engelhardt
BCAE1EB8U5B4AB...

Theresa Engelhardt
Executive Director
Senior Citizens Industries, Incorporated

DATE: 8/7/2018 | 13:47:46 CDT

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

ATTACHMENT A

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

AGING DEFINITIONS

Activities of Daily Living (ADL) is the inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.

Instrumental Activities of Daily Living (IADL) is the inability to perform one or more of the following eight instrumental activities of daily living without personal assistance, or stand-by assistance, supervision or cues: preparing meals, shopping for personal items, medication management, managing money, using telephone, doing heavy housework, doing light housework, and transportation ability (transportation ability refers to the individual's ability to make use of available transportation without assistance).

What is an NSIP Home-Delivered meal? A Nutrition Services Incentive Program (NSIP) Meal is a meal served in compliance with all the requirements of the Older Americans Act, which means at a minimum that:

- It has been served to a participant who is eligible under the Older Americans Act and has not been means-tested for participation.
- It is compliant with the nutrition requirements.
- It is served by an eligible agency.
- It is served to an individual who has an opportunity to contribute.

Meal counts include all Older Americans Act eligible meals including those served to persons under age 60 where authorized by the Older Americans Act. NSIP meals also include home delivered meals provided to caregivers as Supplemental Services under the National Family Caregiver Support Program (Title IIIE).

$4.00 meal cost = $ .70 NSIP $3.30 –III- E—Caregiver
$4.00 meal cost = $ .70 NSIP $3.30 –III-C2--Recipient

What is an NSIP Congregate meal? A Nutrition Services Incentive Program (NSIP) Meals is a meal served in compliance with all the requirements of the Older Americans Act, which means at a minimum:

- It has been served to a participant who is eligible under the Older Americans Act and has not been means-tested for participation.
- It is compliant with the nutrition requirements.
- It is served by an eligible agency.
- It is served to an individual who has an opportunity to contribute.

Meal counts include all Older Americans Act eligible meals including those served to persons under age 60 where authorized by the Older Americans Act.

What is a Registered Service? A Registered Service must be associated with a specific client record. Demographics gathered from these clients are reported at the federal level.

What is an Unregistered Service? An Unregistered Service does not gather specific client data, but it will gather the total units of service and the number of people served. Unregistered Services cover statistical data to avoid infringing on someone's right to privacy (legal assistance, and a relationship between a lawyer and their client) or in a group setting.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

An Unregistered Service will use group utilization in NAMIS. When documenting an Unregistered Service, it's important to gather the Quantity and the Number Served. The Quantity is how many times you offer something in a given month. The Number Served highlights the impact. This helps measure the effectiveness of a particular service. Some services will always have a one-to-one ratio, but others may have varying impact. Recording both can help compare productivity. For example, if printing and distributing a brochure is one activity, you would record 1 in the Quantity field in group utilization. If you distribute 300 brochures, you would record the 300 in the Number Served field.

Point of Entry *is referenced in revised § 68-1116(1)(d). An Aging and Disability Resource Center shall provide one or more of: …. (d) A convenient* ***point of entry*** *to the range of publicly supported long-term care programs for an eligible individual.* ***Each Area Agency on Aging that provides Aging and Disability Resource Center (ADRC) service(s) will be designated as a Point of Entry****.*

Unmet Needs *is referenced in revised § 68-1116(1)(e). An Aging and Disability Resource Center shall provide one or more of: ... (e) A process for identifying unmet service needs in communities and developing recommendations to respond to those unmet needs.* ***It is tracked in the Network of Care referral dashboard. ADRC sites will work with community partners to develop recommendations for the annual ADRC report for the legislature.***

Home Care Registry *is referenced in revised § 68-1116(1)(h). An Aging and Disability Resource Center shall provide one or more of: … (h) A home care provider registry that will provide a person who needs home care with the names of home care providers and information about his or her rights and responsibilities as a home care consumer.*

A ***home care provider*** *is defined in the Home Care Consumer Bill of Rights Act § 71-9302 (3) as "…a public or private organization that provides home care services or arranges for the provision of home care services by an independent contractor."*

Home care services *is defined in the Home Care Consumer Bill of Rights Act § 71-9302 (2) as "…home and community-based services the purposes of which are to promote independence and reduce the necessity for residence in a long-term care facility, including, but not limited to, personal care services designed to assist an individual in the activities of daily living such as bathing, exercising, personal grooming, and getting in and out of bed, and which are provided under the Medicare program under Title XVIII of the federal Social Security Act, as amended, the Medicaid program under Title XIX of the federal Social Security Act, as amended, or any other public or private program providing home care services."*

Home Care Consumer rights *and responsibilities are detailed in § 71-9304 (1-10).*

- *A maintenance policy must be documented and implemented.*
- *The ADRC must be able to report*
  - *the total number of home care providers in their registry, and*
  - *the number of providers by each service type (e.g.: homemaker providers).*
- *The ADRC must provide examples of publications developed to meet these services.*
- *When provider information & consumer rights are provided, check the Call Topic and Addressed This Call option: "Home Care/Provider Registry & Rights"* on the Network of Care referral dashboard.
- *The ADRC will track the time spent developing/maintaining this resource under.*

50. DIRECTORY DEVELOPMENT (1 HOUR).

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

UNITS OF SERVICE

The unit for the service immediately follows the name of the service.
Example: PERSONAL CARE (1 Hour)

All units should be entered as whole numbers. The only exception is the hour time unit. This can be tracked in 15 minute intervals.

1 Hour: Used to track time spent on a service for a Registered Service. When the unit is less than an hour, the State Unit on Aging requests that area agencies measure in quarter hour increments. (.25 = 15 minutes; .50 = 30 minutes; .75 = 45 minutes) Round to the nearest quarter hour increment.

1 Meal: Food served as breakfast, lunch, dinner, or supper, it must meet OAA, state, and local law requirements. It is tracked as Registered Service.

1 Contact: Unit of service that covers one communication in a one-on-one setting. This unit of service can be for Registered or Unregistered Services.

1 Session/1 Session per Participant: This unit counts the number individuals in a specific seminar, it is used with Unregistered Services. In NAMIS, these will show as Sessions, with the "per participant" implied – it is there to help us track counting.

The quantity of seminars and the number of individuals served will need to be collected. If you hold 2 nutrition education seminars, and you have 21 people participate between both seminars, then you would document the Quantity as 2 in NAMIS, the Number Served would be 21. It is important to gather both numbers so that the effectiveness can be gauged.

1 One-Way Trip: A unit of service to mark going from one location to another. Each leg is considered one unit. It can be used on Registered or Unregistered services. If someone utilizes transportation services from their home to the doctor's office, that is one unit. If the same person is picked up after their doctor's appointment, and returned home, 2 One-Way trips would be entered. If the person catches a ride from their home to the doctor's office, then onto the pharmacy, and finally home; this counts as 3 units of service.

1 Activity: Unit of service that covers communication to multiple individuals. This unit of service can be for Registered or Unregistered services.

For a group utilization example, if you are doing a caregiver PSA in the newspaper, each time it runs is 1 Activity. If it runs 4 times, and the newspaper circulates 1,000 papers a day. You would enter Quantity of 4, and 1,000 for Numbers Served.

For a registered service, you would do each subject/goal as 1 Activity under the client. If you are providing caregiver supplemental services, you would enter a grab bar on one line, seat riser as another activity, and incontinence supplies as a third activity.

1 Placement: This unit represents one client. There may be a number of activities done to assist a single client, the placement should be counted as the single client.

1 ClientMonth: This unit is the client count in a given month. This is used for Unregistered Services. Count the number of clients being offered the service (like Emergency Response System) and record for the month.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

SERVICES

1. PERSONAL CARE (1 HOUR) – Personal assistance, stand-by assistance, supervision or cues for a person. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

2. HOMEMAKER (1 HOUR) – Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework for a person. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

3. CHORE (1 HOUR) – Assistance such as heavy housework, yard work or sidewalk maintenance for a person. Heavy housework would be activities such as cleaning when the furniture is moved, "spring cleaning" needed because client has not been able to maintain routine cleaning, and washing windows. Yard work would be activities such as mowing, raking, trimming and carrying out garbage. Sidewalk maintenance would be activities such as snow removal, spreading ice melt, repairing cracks, etc. Chore also includes minor repairs and maintenance such as painting, minor plumbing, banister placement, changing furnace filters, etc. These services do not require a trained service specialist. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

4. HOME DELIVERED MEALS (1 MEAL) – A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. Meals provided to individuals through programs such as Medicaid waiver, Title XX, or state-funded programs are **excluded** from the NSIP meals. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS. For caregivers that receive Home Delivered Meals, see the Caregiver – Supplemental Services listing on how to document.

5. CASE MANAGEMENT – III B (1 HOUR) – Assistance in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

6. CARE MANAGEMENT - CASA (1 HOUR) – State program that requires a more comprehensive assessment of an older person. It is similar to Case Management, but requires a uniform assessment form, covering areas like support information, health, housing information, assistive devices, cognitive and mental health assessments, legal/financial assistance, nutrition, ADL, and IADL assessments. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

7. CONGREGATE MEALS (1 MEAL) – A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws. Meals provided to individuals through means-tested programs such as Medicaid Waiver and Title XX meals, or other state-funded programs are **excluded** from the NSIP meals. It is done in a group setting. This should be entered as a Registered Service in NAMIS.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

8. NUTRITION COUNSELING (1 SESSION PER PARTICIPANT) – Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use, or to caregivers. Counseling is provided one-on-one by a Registered Dietitian, and addresses the options and methods for improving nutritional status. This should be entered as a Registered Service in NAMIS.

Health Professional by Nebraska law and policy is a Registered Dietitian and licensed by the State of Nebraska as a (LMNT) Licensed Medical Nutrition Therapist.

9. ASSISTED TRANSPORTATION (1 ONE-WAY TRIP) – Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation. It can be done in a one-on-one setting or in a group setting. This should be entered as a Registered Service in NAMIS.

Example: Three people rode the bus, and needed help from their door to the van and getting in and out of the van. This would count as 3 one-way trips or units of service. If the same people rode the bus from the medical facility back to their place of origin, this would count as 6 one-way trips or units of service.

10. TRANSPORTATION (1 ONE-WAY TRIP) – Transportation from one location to another. Does not include any other activity or assistance in getting to or out of the vehicle. It can be done in a one-on-one setting or in a group setting. This should be entered as group utilization in NAMIS.

11. LEGAL ASSISTANCE (1 HOUR) – Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney. Community education presentations made by an attorney are to be counted as Legal Assistance (for example, a presentation on legal issues made to a group of people should be counted as one unit of service). **It can be done in a one-on-one setting or in a group setting. This should be entered as group utilization in NAMIS. Presentations conducted by the Legal Services Provider(s), i.e., an attorney, should be counted as one (1) hour each which equals one (1) unit of service, except where the Legal Service Provider has reported a different length of time.**

The hours of Legal Assistance provided in a one-on-one setting should be added to the total time spent on presentations and reported as a single number -the Quantity under Group Utilization. If the number of presentation attendees are provided, the total should be reported under the Number Served.

12. NUTRITION EDUCATION (1 SESSION PER PARTICIPANT) – A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants and caregivers in a group or individual setting overseen by a dietitian or individual with comparable expertise. It can be done in a one-on-one setting or in a group setting. This should be entered as group utilization in NAMIS.

Example: If you hold 2 nutrition education seminars, and you have 21 people participate between both seminars, then you would document the Quantity as 2 in NAMIS, the Number Served would be 21. It is important to gather both numbers so that the effectiveness can be gauged.

13. INFORMATION AND ASSISTANCE (1 CONTACT) – A service that:

- Provides individuals with information on services available within the communities.
- Links individuals to the services and opportunities that are available within the communities.
- To the maximum extent practicable, establishes adequate follow-up procedures.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

Internet ~~web site "hits"~~ communications are to be counted only if information is requested and supplied. Information & Assistance requires interaction between at least two individuals. If the information is provided without an interaction, it may count as Information Services III-B or Information Services III-E. Contact the State Unit on Aging if you need further assistance.

This would include any SHIIP and Medicare Part D activities. It is done in a one-on-one setting. This should be entered as group utilization in NAMIS.

Note: that this service specifies adequate follow-up procedures. **A follow-up is not required to count a contact as Information & Assistance. Any follow-up should be entered as a new contact on the contact log. Only new or follow-up contacts that have a specific, documented entry on the contact log will be counted as contacts.**

Note: "Basic Information" is synonymous with Information & Assistance.

14. OUTREACH (1 CONTACT) – Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.

NOTE: The service units for information and assistance and for outreach are individual, one-on-one contacts between a service provider and an elderly client or caregiver. An activity that involves contact with multiple current or potential clients or caregivers (e.g., publications, publicity campaigns, and other mass media activities) should not be counted as a unit of service. Such services might be termed Information Services and reported on the Information Services III-B or III-E category. It is done in a one-on-one setting. This should be entered as group utilization in NAMIS.

15. HEALTH EDUCATION (1 CONTACT) – Any other health related education that does not fall under "Nutrition Education". This can include Alzheimer's, depression, dementia, and holiday stress. It is done in a group setting. This should be entered as a group utilization in NAMIS.

16. EMERGENCY RESPONSE SYSTEM (1 CLIENTMONTH) – Direct action to make available emergency response system for persons who are frail or at risk of loss of independence and who can benefit from the security provided by such a system. System must be a formal emergency response system.
Formal Emergency Response System. Must be an "electronic notification system." This should be entered as group utilization in NAMIS.

17. INFORMATION SERVICES – III B (1 ACTIVITY) – This was previously called Public Information. The dissemination of information to the public at large, not specific individuals. Items counted as Information services would include publications, television and radio commercials, brochures, and billboard signs. ***This includes internet website hits.*** This should be entered as a group utilization in NAMIS.

Example: If you are doing an aging PSA in the newspaper, each time it runs is 1 Activity. If it runs 4 times, and the newspaper circulates 1,000 papers a day. You would enter Quantity of 4, and 1000 for Numbers Served. ***If a brochure is available online, it is counted as 1 Activity. The Numbers Served is the number of website hits for the brochure.***

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

18. FINANCIAL COUNSELING (1 CONTACT) – Provision of information and presentation of options on a one-to-one basis designed to assist an older individual to obtain financial services ~~***and benefits***~~. Service includes ~~***public benefits counseling and***~~ tax assistance counseling. It can be done in a one-on-one setting or in a group setting. This should be entered as group utilization in NAMIS.

19. HEALTH CLINIC (1 CONTACT) – Services provided by licensed health care professionals that are designed to identify, prevent or treat a physical or mental health problem. Service must include individualized health intervention provided by a health professional (example: blood pressure, hearing screening, foot clinic, cholesterol screening.) It is done in a one-on-one setting. This should be entered as a group utilization in NAMIS.

Example: This would include health fairs if individualized services (blood pressure, hearing screening, etc.) were provided by a licensed health care professional.

21. HEALTH PROMOTION/DISEASE PREVENTION (1 CONTACT) – As of July 1, 2016, all programs using the Title IIID funds will have to meet these criteria:

- Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability, and/or injury among older adults; and
- Proven effective with older adult population, using experimental or quasi-experimental design*; and
- Research results published in a peer review journal; and
- Fully translated** in one or more community site(s); and Includes developed dissemination products that are available to the public.

* Experimental designs use random assignment and a control group. Quasi-experimental designs do not use random assignment.
** For purposes of the Title III-D definitions, being "fully translated in one or more community sites" means that the evidence-based program in question has been carried out at the community level (with fidelity to the published research) at least once before. Sites should only consider programs that have been shown to be effective within a real world community setting.
It is done in a group setting. This should be entered as a group utilization in NAMIS.

Evidence-Based "Programs" and Evidence-Based "Services/Practices" are not equivalent. For example, blood pressure and glucose screenings may be considered a service or practice, however they are not a program. Title III-D funds are only available for direct costs of Health Promotion/Disease Prevention programs that meet the highest definition of evidence-based. Area Agencies on Aging shall ensure that programs receiving Title III-D funds meet all of the required components to satisfy the new federal definition of "Evidence Based Programs". This can be entered as group utilization or as a registered service, as long as the AAA remains consistent in documentation.

22. DURABLE MEDICAL EQUIPMENT (1 CONTACT) – The provision of goods to an individual at no cost or at a reduced cost which will directly support the health and independence of the individual with an assessed need.

Goods are adaptive devices or assistive technology to be used by an individual. This should be entered as group utilization in NAMIS.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

24. SELF-DIRECTED CARE (1 PLACEMENT) – This was previously called Cash and Counseling. An approach to providing services (including programs, benefits, supports, and technology) under this Act intended to assist an individual with activities of daily living, in which

- Such services (including the amount, duration, scope, provider, and location of such services) are planned, budgeted, and purchased under the direction and control of such individual;
- Such individual is provided with such information and assistance as are necessary and appropriate to enable such individual to make informed decisions about the individual's care options;
- The needs, capabilities, and preferences of such individual with respect to such services, and such individual's ability to direct and control the individual's receipt of such services, are assessed by the area agency on aging (or other agency designed by the area agency on aging involved);
- Based on the assessment made, the area on aging (or other agency designated by the area agency on aging) develops together with such individual and the individual's family, caregiver, or legal representative—
    - a plan of services for such individual that specifies which services such individual will be responsible for directing;
    - a determination of the role of family members (and others whose participation is sought by such individual) in providing services under such plan; and
    - a budget for such services; and
- The area agency on aging or State agency provides for oversight of such individual's self-directed receipt of services, including steps to ensure the quality of services provided and the appropriate use of funds under this Act. From Section 102(46) of the Older Americans Act of 1965, as amended.

This covers the range of services provided or paid for through allowance, vouchers, or cash which provided to the client so that the client can obtain the supportive services which are needed. Note that the definition does not require reporting of service units, but does require reporting of the unduplicated number of persons served. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

26. RESPITE-HOME (1 HOUR) – Respite care services offer temporary, substitute supports for older persons in order to provide a brief period of relief or rest for family members or other caregivers. This is III-B funded. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

27. OMBUDSMAN (1 Activity) – Includes cases (investigation and resolution of complaints that are made by and on behalf of residents of nursing homes and assisted living facilities); Information and Consultations to Individuals; Consultations to Facility/Providers; Work with Resident Councils; Work with Family councils; Training given to Facility Staff (data from Ombudsman report.)

29. VOLUNTEERISM (1 HOUR) – An uncompensated individual who provides services or support on behalf of older individuals. State Senior Companion program participants should be documented under this NAMIS service. It is done in a one-on-one setting. This should be entered as group utilization in NAMIS.

30. VOLUNTEERISM/STIPEND (1 HOUR) – A compensated individual who provides services or support on behalf of older individuals or is a participant in senior corps programs should be entered into NAMIS as Volunteerism/Stipend. This includes the federal Senior Companion program and

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

the Foster Grandparents program. It is done in a one-on-one setting. This should be entered as group utilization in NAMIS.

35. SUPPORTIVE SERVICES (1 HOUR) – Provision of a broad spectrum of services; including but not limited to health, socialization, educational opportunities, recreation, general information, interpretation / translation for the older person. This should be entered as group utilization in NAMIS.

Note: FROGS and other non-evidence based health programs should be entered as Supportive Services. Contact the State Unit on Aging for subservice creation.

Note: The unit reflects the hours of operation at multipurpose senior centers.

A multipurpose senior center is a community facility for the organization and provision of a broad spectrum of services, which shall include provision of health (including mental health), social, nutritional, and educational services and the provision of facilities for recreational activities for older individuals.

~~*36. ADRC OPTIONS COUNSELING (1 CONTACT) – **Options counseling means a service that assists an eligible individual in need of long-term care and his or her representatives to make informed choices about the services and settings which best meet his or her long-term need and that uses uniform assessments and encourage the widest possible use of community-based options to allow an eligible individual to live as independently as possible in the setting of his or her choice. This is done in a one-on-one setting. It is tracked in the Network of Care referral dashboard. Overall client counts will be entered in NAMIS as group utilization.***~~

Moved to ADRC Section

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

CAREGIVER ONLY SERVICES

37. III-E INFORMATION SERVICES (1 ACTIVITY) – A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities.

NOTE: Service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities. ***This includes internet website hits.***

Example: A publication of a brochure:
1 Activity; a health fair = 1 Activity; a Public Service Announcement = 1 Activity.

The Quantity should reflect the activity, the Number Served reflects the number of participants. ***If a brochure is available online, it is counted as 1 Activity. The Numbers Served is the number of website hits for the brochure.*** This should be entered as group utilization in NAMIS.

38. III-E ACCESS ASSISTANCE (1 CONTACT) – A service that assists caregivers in obtaining access to the services and resources that are available within their communities. To the maximum extent practicable, it ensures that the individuals receive the services needed by establishing adequate follow-up procedures.

NOTE: Information and assistance to caregivers is an access service, i.e., a service that:

- provides individuals with information on services available within the communities;
- links individuals to the services and opportunities that are available within the communities;
- to the maximum extent practicable, establishes adequate follow-up procedures.

Internet web site "hits" are to be counted only if information is requested and supplied. This service includes information and assistance for caregivers as well as Case Management services for caregivers. It is done in a one-on-one setting. This should be entered as group utilization in NAMIS.

39. III-E COUNSELING (1 SESSION PER PARTICIPANT) – Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families.)

The unit of service remains 1 Session per Participant. It can be done in a one-on-one setting or in a group setting. This should be entered as group utilization in NAMIS.

40. III-E RESPITE CARE (1 HOUR) – Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Care Recipient must be unable to perform at least 2 ADLs without substantial human assistance or has a cognitive or other mental impairment.

Respite Care includes:

- In-home respite (personal care, homemaker, and other in-home respite)
- Respite provided by attendance of the care recipient at a senior center or other on-residential program
- Institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver for Grandparents caring for children (i.e., summer camps)

It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

41. III-E SUPPLEMENTAL SERVICES (1 UNIT OF ACTIVITY) – Services provided on a limited basis to complement the care provided by caregivers to a care recipient. A care recipient is someone who is unable to perform at least 2 ADLs without substantial human assistance or has a cognitive or other mental impairment. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies.

NSIP meals also include home delivered meals provided as Supplemental Services under the National Family Caregiver Support Program (Title IIIE) to caregivers.

It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

42. III-E SELF-DIRECTED CARE (PLACEMENT) – This was previously called Cash and Counseling. An approach to providing services (including programs, benefits, supports, and technology) under this Act intended to assist an individual with activities of daily living, in which

- Such services (including the amount, duration, scope, provider, and location of such services) are planned, budgeted, and purchased under the direction and control of such individual;
- Such individual is provided with such information and assistance as are necessary and appropriate to enable such individual to make informed decisions about the individual's care options;
- The needs, capabilities, and preferences of such individual with respect to such services, and such individual's ability to direct and control the individual's receipt of such services, are assessed by the area agency on aging (or other agency designed by the area agency on aging involved);
- Based on the assessment made, the area on aging (or other agency designated by the area agency on aging) develops together with such individual and the individual's family, caregiver, or legal representative—
    - a plan of services for such individual that specifies which services such individual will be responsible for directing;
    - a determination of the role of family members (and others whose participation is sought by such individual) in providing services under such plan; and
    - a budget for such services; and
- The area agency on aging or State agency provides for oversight of such individual's self-directed receipt of services, including steps to ensure the quality of services provided and the appropriate use of funds under this Act. From Section 102(46) of the Older Americans Act of 1965, as amended.

This covers the range of services provided or paid for through allowance, vouchers, or cash which provided to the client so that the client can obtain the supportive services which are needed. Note that the definition does not require reporting of service units, but does require reporting of the unduplicated number of persons served. It is done in a one-on-one setting. This should be entered as a Registered Service in NAMIS.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

ADRC SERVICES

Effective 7/1/2018 to comply with the Aging and Disability Resource Act, LB 793 (2018)

45. INFORMATION & REFERRAL (1 CONTACT) - Programs whose primary purpose is to maintain information about human service resources in the community and to link people who need assistance with appropriate service providers and/or to supply descriptive information about the agencies or organizations which offer services. The information and referral process involves establishing contact with the individual, assessing the individual's long and short-term needs, identifying resources to meet those needs, providing a referral to identified resources, and, where appropriate, following up to ensure that the individual's needs have been met.

45. INFORMATION & REFERRAL differs from 13. INFORMATION & ASSISTANCE (I&A) by:

- I&A is usually a quick contact, with an individual asking about a single community resource (e.g.: location, business hours, or phone numbers).
- I&R is distinguished by the gathering of more data, and may be about multiple subjects. The provider may make recommendations about multiple community resources. The individual seeks guidance from the ADRC.

45. INFORMATION & REFERRAL (I&R) is similar to 13. INFORMATION & ASSISTANCE (I&A):

- Both can be done anonymously, however I&R gathers more individual demographic information.
- Both can have follow ups contacts.

This is done in a one-on-one setting. It is tracked in the Network of Care referral dashboard. Overall service units will be entered in NAMIS as group utilization.
(Utilized AIRS taxonomy TJ-3000 to meet § 68-1116 (a) service).

46. ~~*ADRC*~~ OPTIONS COUNSELING (*1 HOUR*) – Options counseling means a service that assists an eligible individual in need of long-term care and his or her representatives to make informed choices about the services and settings which best meet his or her long-term care needs and that uses *uniform data and information collection* and encourages the widest possible use of community-based options to allow an eligible individual to live as independently as possible in the setting of his or her choice.

Options Counseling is a short term (less than six months) form of "light" Care/Case Management. Care/Case Management provides in depth support across multiple facets of life. Options Counseling may only focus on one or two specific areas of support, for a much shorter period of time.

This is done in a one-on-one setting. It is tracked in the Network of Care referral dashboard. Overall service units will be entered in NAMIS as group utilization. (Similar to AIRS Taxonomy LH-4600 to meet § 68-1116 (b) service).

47. TRANSITIONAL OPTIONS COUNSELING (1 HOUR) – Programs that develop, implement, assess and follow up on plans for the evaluation, treatment and/or care of people who are experiencing a specific, time-limited problem such as a transition from hospitalization to independent living and who need assistance to obtain and coordinate the support services that will facilitate the change.

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

47. TRANSITIONAL OPTIONS COUNSELING differs from 46. OPTIONS COUNSELING, by:

- Focusing specifically on life and/or living situation transition
- Support is not time limited (less than six months), but is project/goal limited (once transition is complete, service ends)

This is done in a one-on-one setting. It is tracked in the Network of Care referral dashboard. Overall service units will be entered in NAMIS as group utilization. (Similar to AIRS Taxonomy PH-1000.8500 (Transitional Case/Care Management) to meet § 68-1116 (f) service).

48. BENEFITS ASSISTANCE (1 HOUR) - Programs that provide assistance for people who are having difficulty understanding and/or obtaining grants, payments, services or other benefits for which they may be eligible. The programs may help people understand the eligibility criteria for benefits, the benefits provided by the program, the payment process and the rights of beneficiaries; provide consultation and advice; help them complete benefits application forms.

This is done in a one-on-one setting. It is tracked in the Network of Care referral dashboard. Overall service units will be entered in NAMIS as group utilization. (Similar to AIRS taxonomy FT-1000 to meet § 68-1116 (c) service).

NOTE: References to "benefits" have been removed from 18. Financial Counseling to avoid confusion between the two services.

49. MOBILITY TRAINING (1 HOUR) - Programs that provide training which introduces new riders, commuters and other residents to the transportation options that are available in their community and teaches them to use the system effectively. Participants learn the basic components of the public transit system and other transportation options (e.g., bicycles, carpools and vanpools); the location of park and ride or park and pool lots, bus stops, train stations, ferry terminals and other facilities; and basic travel skills such as how to read a bus schedule, find the bus closest to work/home, participate in a car/van pool and plan a commute using the system. Instruction may be provided on an individual or group basis and may involve field training in which the individual is accompanied by a customer service representative. The objective of the training is to encourage use of the public transportation by building rider confidence and comfort with the system.

49. MOBILITY TRAINING differs from 13. INFORMATION & ASSISTANCE by:

- Information & Assistance (I&A) may be as brief as providing a bus schedule and highlighting an appropriate bus route.
- Mobility Training is a more in depth service to orient an individual with transportation options.
- If a provider spent more than 15 minutes explaining/detailing transportation options, it should be counted as Mobility Training.

This is done in a one-on-one setting. It is tracked in the Network of Care referral dashboard. Overall service units will be entered in NAMIS as group utilization. (Utilized AIRS taxonomy BT-8750.8550 (Transportation System Orientation Programs) to meet § 68-1116 (g) service).

50. DIRECTORY DEVELOPMENT (1 HOUR). – Time that staff spends developing and maintaining a home care registry. Common activities include, but are not limited to: Organizing current data, recruiting new providers, adding new providers, removing providers as needed, updating provider information, and designing way(s) to disseminate information to home care consumers.

Overall service units will be entered monthly in NAMIS as group utilization. (Similar to AIRS taxonomy TJ-6500.1700 (Directory/Resource List Publication) to meet § 68-1116 (h) service).

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

ATTACHMENT B

FY 2019 Budget - Senior Companion Volunteer Program

Senior Citizen Industries	Senior Companion									TOTAL
COST CATEGORIES										
1. Personnel	$11,680									$11,680
2. Travel	$200									$200
3. Print & Supp.	$1,150									$1,150
4. Equipment										$0
5. Build Space	$620									$620
6. Comm. & Utilit.										$0
7. Other	$3,850									$3,850
8a. Raw Food										$0
8b. Contractual										$0
9. GROSS COST	$17,500	$0	$0	$0	$0	$0	$0	$0	$0	$17,500
NON-MATCHING										
10. Other/Insurance/VA										$0
11a. Title XX/Medicaid										$0
11b. NSIP										$0
12. Income Cont./Fees										$0
12b. TOTAL NON-MATCH	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
13. ACTUAL COST	$17,500	$0	$0	$0	$0	$0	$0	$0	$0	$17,500
MATCH										
14a. Local Public (Cash)										$0
14b. Local Public (In-Kind)	$2,500									$2,500
15. Local Other (In-Kind)										$0
16. Income Cont. (Cash)										$0
16b TOTAL LOCAL MATCH	$2,500	$0	$0	$0	$0	$0	$0	$0	$0	$2,500
FUNDING										
17a. CASA										$0
17b. CASA (Used as Match)										$0
18a. Senior Companion	$17,500									$17,500
18b. Special Award										$0
18c. Care Management										$0
18d TOTAL NDoA COST	$17,500	$0	$0	$0	$0	$0	$0	$0	$0	$17,500
CHECK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

ATTACHMENT C

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

DHHS State Unit on Aging

43392 Y3

Monthly financial Summary (Form A)

Grantee:

Funding Source:

SUBGRANT

Month:

Activity: Composite

COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel		0.00		
2. Travel		0.00		
3. Printing & Supplies		0.00		
4. Equipment		0.00		
5. Building Space		0.00		
6. Comm & Utilities		0.00		
7. Other		0.00		
8a. Raw Food		0.00		
8b. Contractual Services		0.00		
9. Gross Costs	0.00	0.00	0.00	
Non Matching				
10. Other (Non-matching)		0.00		
11a. Title XX		0.00		
11b. NSIP		0.00		
12a. Income Contrib/Fees		0.00		
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	0.00	0.00	0.00	
Matching				
14a. Local Public (Cash)		0.00		
14b. Local Public Other		0.00		
15. Local Other(In-kind)		0.00		
15a. Local Other (Cash)		0.00		
16. Total Local Matching	0.00	0.00	0.00	
17a. CASA		0.00		
17b. CASA as Match		0.00		
18a. Reservation Table		0.00		
18b. Special Award		0.00		
18c. Care Management		0.00		
18d. Total SUA Cost	0.00	0.00	0.00	
IIIE Only Government only				

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE COST AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT(S). I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

Authorized Certifying Officer

Director
Title

Date

DocuSign Envelope ID: 03488B2B-4DC5-42D9-932F-0C22EF6DCB52

43392 Y3

NEBRASKA
Good Life. Great Mission.
DEPT. OF HEALTH AND HUMAN SERVICES

State Unit on Aging
Monthly Financial Reimbursement Request (Form E)

Sub-grantee:
Vendor Number:
Sub-grant/Order Number:
Funding Source:

	CASA/State Funds	Reservation Table/Federal Funds	Special Award/Federal Funds	Total
YTD Expenditures				-
YTD Funds Received				-
Net Funds Requested				-
Authorized Award				-
Unrequested Balance	-	-	-	-

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE COST AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT(S). I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

DIRECTOR _____ **DATE** _____

Certificate Of Completion

Envelope Id: 03488B2B4DC542D9932F0C22EF6DCB52
Status: Completed
Subject: Please DocuSign: DHHS Agreement # 43392 Y3
Division: MLTC
Agreement Type: Subaward
Source Envelope:
Document Pages: 28
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Dawn LaBay
301 Centennial Mall S
Lincoln, NE 68508-2529
dawn.labay@nebraska.gov
IP Address: 164.119.62.168

Record Tracking

Status: Original
8/7/2018 1:06:56 PM

Holder: Dawn LaBay
dawn.labay@nebraska.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Theresa Englehardt t.engelhardt@hallcountyseniors.com Security Level: Email, Account Authentication (None)	DocuSigned by: Theresa Englehardt BCAE1EB8005B4AB... Signature Adoption: Pre-selected Style Using IP Address: 97.92.182.162	Sent: 8/7/2018 1:16:37 PM Viewed: 8/7/2018 1:37:46 PM Signed: 8/7/2018 1:47:46 PM
Electronic Record and Signature Disclosure: Accepted: 8/7/2018 1:37:46 PM ID: 3f7df187-26ca-4e83-a0ee-1acebdfab5c8		
Cynthia Brammeier cynthia.brammeier@nebraska.gov Administrator State Of Nebraska Security Level: Email, Account Authentication (None)	DocuSigned by: Cynthia Brammeier 08258C8B34B3492... Signature Adoption: Uploaded Signature Image Using IP Address: 164.119.63.127	Sent: 8/7/2018 1:47:48 PM Viewed: 8/7/2018 2:22:00 PM Signed: 8/7/2018 2:22:08 PM
Electronic Record and Signature Disclosure: Accepted: 7/2/2018 12:23:01 PM ID: 8ee0af09-6987-490d-8d1c-e38666ad9e84		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Courtney Parker courtney.parker@nebraska.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/7/2018 1:16:36 PM Viewed: 8/7/2018 4:17:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Robert Halada robert.halada@nebraska.gov Aging Office of Western Nebraska Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/11/2018 10:26:21 AM ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61	COPIED	Sent: 8/7/2018 1:16:36 PM Viewed: 8/7/2018 1:17:08 PM
Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 1:16:36 PM Resent: 8/7/2018 2:22:12 PM
Katia Rodriguez katia.rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 1:47:48 PM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 2:22:09 PM

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2018 2:22:10 PM
Certified Delivered	Security Checked	8/7/2018 2:22:10 PM
Signing Complete	Security Checked	8/7/2018 2:22:10 PM
Completed	Security Checked	8/7/2018 2:22:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nebraska Department of Health & Human Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: john.canfield@nebraska.gov

To advise Nebraska Department of Health & Human Services of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at john.canfield@nebraska.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Nebraska Department of Health & Human Services
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Nebraska Department of Health & Human Services

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.