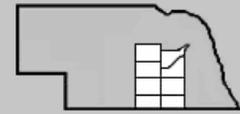


Midland Area Agency on Aging



Request for Grant Proposal Aging and Disability Resource Center Pilot

Aging Partners, Blue Rivers Area Agency on Aging
and
Midland Area Agency on Aging

December 3, 2015

Table of Contents

COVER SHEET 1

INTRODUCTION 3

CORPORATE OVERVIEW..... 4

TECHNICAL APPROACH 6

 MISSION 6

 TARGET POPULATION..... 6

 GOALS..... 6

 SERVICES 6

 SERVICE #1 – INFORMATION & REFERRAL..... 7

 SERVICE #2 – OPTIONS COUNSELING 8

 SERVICE #3 – ID. OF UNMET SERVICE NEEDS 9

 ORGANIZATION CAPACITY 9

 AP CURRENT STAFFING 9

 MAAA CURRENT STAFFING10

 BRAAA CURRENT STAFFING10

 ADRC STAFFING10

 NETWORK COLLABORATION12

 WORKFLOW EXAMPLE.....14

 WRITTEN EXAMPLE.....14

 CONTINUANCE OF WORK PLAN15

 ADRC POTENTIAL POPULATION15

 NEW MARKET PENETRATION RATE16

MARKETING PLAN/BUDGETS.....16

ADRC BUDGETS17

SUMMARY.....17

APPENDIX A – NAMIS REPORTS.....18

APPENDIX B – OPTIONS COUNSELOR.....21

APPENDIX C – ADRC BUDGETS22

APPENDIX D – OFFICER COMPENSATION FORM34

APPENDIX E – TERMS & CONDITIONS37

APPENDIX F – ACKNOWLEDGEMENT OF ADDENDUMS62

APPENDIX G – DISABILITY ADVOCACY ORGS. AGREEMENT63

INTRODUCTION

Aged and Disability Resource Centers (ADRC) are known to be “No Wrong Door” or “Single Entry Point” and are designed to serve as highly visible and trusted places available in communities across the state where people of all ages, incomes and disabilities can go to get information and one-on-one counseling on the full range of Long Term Service and Support (LTSS) options. ADRC programs should:

- Create a person-centered, community-based environment that promotes independence and dignity for individuals;
- Provide easy access to information and one-on-one counseling to assist consumers in exploring a full range of long term support options;
- Provide resources and services that support the needs of family caregivers; and
- Enhance integration and/or coordination of existing aging and disability service systems.

Currently in Nebraska, there is no central, easily accessible information center to describe the public and private resources that are available for individuals who need long-term supports. The State also lacks a clear and coordinated strategy to counsel potential consumers, including those with personal resources, about effective ways to prepare for their future, thus potentially reducing the use of public funding for long-term support services.

Public agencies have tended to focus on older adults and individuals with disabilities when they are in crisis, need immediate support, and have incomes qualifying them for services. Not enough emphasis has been placed on guidance to assist “aging in place” such as wellness promotion, long-term care financial planning, independent living, vocational and employment counseling, consumer-driven attendant care programs, environmental home modifications, assistive technology, fall preventions, maintaining civic involvement, home-care, etc.

With this proposal Aging Partners (AP), Midland Area Agency on Aging (MAAA) and Blue Rivers Area Agency on Aging (BRAAA) propose to combine efforts as one of the three demonstration projects outlined in LB 320, with [Aging Partners designated as the lead agency](#). Our project goal will be to enhance the existing infrastructure by creating single points of entry at the local level, to increase consumer access to information and services for long-term care and supports in a comprehensive, flexible and cost effective manner.

CORPORATE OVERVIEW

LB 320 defined the purpose of the Aging and Disability Resource Center Demonstration Project Act to evaluate the feasibility of establishing aging and disability resource centers statewide as a means of promoting appropriate, effective and efficient use of long-term care resources into the future. The AP/MAAA/BRAAA project area proposes to serve as an ADRC for the following counties during the pilot phase:

- Polk, Butler, Saunders, York, Seward, Lancaster, Fillmore, Saline;
- Howard, Merrick, Hall, Hamilton, Adams, Clay, Webster, Nuckolls; and
- Otoe, Thayer, Jefferson, Gage, Johnson, Nemaha, Pawnee, Richardson.

The counties served by AP/MAAA/BRAAA have both urban and “frontier” communities. There is often a pronounced disparity between the urban and rural areas with regard to available service providers as well as some services. Many of the consumers in our counties face challenges related to transportation, as well as availability of home and community-based services and long-term care in their immediate communities.

The populations currently served by AP/MAAA/BRAAA primarily include those individuals 60+ and their caregivers. An ADRC will increase that client base and service array to include individuals aged 0+ with disabilities. As expected this will increase the fiscal effort, program management and expertise needed.

Aging Partners was created through an interlocal agreement between the City of Lincoln and the counties of Butler, Fillmore, Lancaster, Polk, Saline, Seward and York. Under the terms of the agreement, the authority to operate the area agency is vested with the City of Lincoln. Aging Partners is a division of the City of Lincoln and the Director is responsible to the Mayor of Lincoln. Aging Partners has been in existence for over 40 years and has managed well over \$115,000,000.

The Midland Area Agency on Aging is a quasi-governmental organization that is joined statutorily to counties through interlocal agreements. MAAA is a non-profit organization that has 501(c)(3) status. The Agency’s governing board is made up of county commissioners, and county supervisors to whom the Executive Director is responsible. MAAA has been in existence for over 40 years and has an annual budget of over \$3,000,000. The Agency is audited on an annual basis and there have been no significant findings. Additionally, Annual Monitoring visits are completed by the State Unit on Aging, with no significant findings.

Blue Rivers Area Agency on Aging is a quasi-governmental organization that is joined statutorily to seven of the counties and Fall City through interlocal agreements. BRAAA is a non-profit organization that has 501(c)(3) status. The Agency's governing board is made up of county commissioners and supervisors and area citizens for who the Executive Director is responsible. The Agency has been in existence for over 41 years and has managed over \$2,700,000 per year. The Agency is audited on an annual basis and there have been no significant findings. Additionally, Annual Monitoring visits are completed by the State Unit on Aging, with no significant findings.

To assist in demonstrating the ability, capacity and skills of AP/MAAA/BRAAA to deliver and implement the ADRC pilot project, please see **Appendix A** for their respective Nebraska Aging Management Information System (NAMIS) Summary Reports for FY 2015. This report provides agency information regarding:

- Number of clients, populations and minorities served;
- Client demographics; and
- Services provided and service usage.

All three agencies currently provide and will continue to provide services to any individual without regard to race, color, sex, disability, national origin or sexual orientation.

TECHNICAL APPROACH

Mission

To support seniors, persons with disabilities, their families and caregivers by providing useful information, assistance and education on community services and long-term care options while at all times respecting the rights, dignity and preferences of the individual.

Target Population

- Person's age 60+, interested in information and supportive referrals regarding aging, long-term care, social service programs, independent living, disability issues as well as opportunities to volunteer, wellness education and activities and social involvement;
- Persons with disabilities of any age who are chronically, mentally or physically impaired who need long-term care supports; and
- Family members, caregivers, advocates and providers for these groups.

Goals

- Reach and serve elderly people and people with disabilities, regardless of their income, health condition and long-term care needs.
- Provide reliable and objective information about a broad range of community resources of interest to elderly people and people with disabilities.
- Enable people to make informed, cost-effective decisions about long-term care.
- Delay or prevent the need for long-term care services and public funding for them.
- Provide information and assistance to promote health and independence.
- Serve as the single entry point for publicly funded long-term care.
- Identify people at-risk and with needs and connect them to needed services.
- Help adults access needed services through advocacy and assistance.

Services

1. Provide comprehensive information on the full range of available public and private long-term care programs, options, financing, service providers, and resources within our communities, including information on the availability of integrated long-term care;
2. Options counseling; and

3. Identification of unmet service needs in communities.

Service #1 – Information and Referral

Information and assistance will be provided to all consumer populations served by the AP/MAAA/BRAAA ADRC and their families, friends, caregivers, advocates and others who ask for assistance on their behalf. Health care providers and other service providers may access the ADRC to find help for their consumers. Current I&A staff as well as new ADRC staff will handle telephone calls. Staff will identify the issue(s) leading to the inquiry, establish rapport with the inquirer, determine the nature of the situation, and evaluate the knowledge and capacities of the inquirer to determine how to approach providing information. Staff will utilize the Nebraska ADRC resource *Trilogy* database, *Network of Care*. Staff will be able to provide information and assistance, as it is available, in the following areas:

- Living arrangements related to long-term care;
- Disability and long-term care related services (in-home supports, care coordination, respite, equipment, etc.);
- Paying for long-term care services;
- Health (health promotion, prevention, recuperative care, disease, conditions, etc.);
- Adult protective services, abuse, neglect, domestic violence and financial exploitation;
- Mental health services and supports;
- Employment, training and vocational rehabilitation;
- Financial and other basic needs (e.g., benefits, Medicaid, Medicare, health insurance, food, shelter, paying for medical care and medications, etc.);
- Transportation;
- Home maintenance (chore services, yard work, home safety); and
- Legal issues (e.g., tax laws, power of attorney, guardianship, consumer rights, advocacy, etc.).

Each ADRC location can be accessed through a single point of entry. The ADRC will have a local phone number as well as a toll-free number; all will be advertised to the public. The office hours for business are from 8:00 a.m. to 4:30 p.m., Monday through Friday for AP and BRAAA and 8:00 a.m. to 5:00 p.m., Monday through Friday for the MAAA offices. People who call the ADRC after hours will hear a recorded message stating that the office is closed, information on ADRC office hours and steps for leaving a message. Our goal is to answer all calls when they come in. At a minimum, ADRC staff

shall respond to initial inquiries and requests for information and assistance within one business day.

I&A/ADRC staff will answer the phones and take the necessary personal information to screen and assess the needs of the caller. Staff may be able to meet the person's needs during this initial contact by providing routine information or a referral. When making a referral, staff will always offer to make an introduction to the provider on behalf of the consumer.

Through its day-to-day operations, the ADRC will:

- Maintain accurate, comprehensive, unbiased information about the health and human services available in the community;
- Provide confidential and/or anonymous access to information;
- Provide assessment and assistance based on the consumer's need(s);
- Provide barrier-free access to information;
- Recognize the consumer's right to self-determination;
- Provide an appropriate level of support in obtaining services;
- Assure that consumers are empowered to the extent possible; and,
- Assure that consumers have the opportunity to access the most appropriate service available in the system.

AP/MAAA/BRAAA are committed to ensuring that services and information are made available to all customers including those with limited English proficiency and individuals who may have physical, hearing, speech, visual, or cognitive impairments, which require special accommodations.

For non-English speaking or limited English speaking customers we will use Language Line or interpreters may be used when advance notice is given for interviews, short-term care coordination and other functions of the ADRC. The documents used by the ADRC will be made available in Spanish. Sign Language Interpreting – Again, with advance notice, interpreters will be contacted for providing sign language services for interviews, short-term care coordination and other services provided by the ADRC.

[Service #2 – Options Counseling](#)

The ADRC will offer long-term care options counseling in the following situations while always recognizing that participation in counseling is optional.

- When an individual, or person acting on his or her behalf, requests or indicates an interest in receiving information or advice concerning long-term care options.

- When the ADRC determines that the individual might benefit from receiving long-term care options counseling.
- When an individual is referred to the ADRC by a hospital, nursing home, assisted living facility, or other similar source.

Staff trained to do options counseling will be available to meet face-to-face with consumers and their families. Options counseling is an interactive decision-support process that allows staff to evaluate people's strengths and preferences and weigh their options, rather than simply providing a list of service providers or programs people can choose from. This is an extension of I&A as it will expand upon information and assistance by offering different alternatives for a person who may be dealing with major life decisions.

[Service #3 – Identification of Unmet Service Needs](#)

The ADRC recognizes that one of its key roles is to identify unmet needs in the community and assist the community to prioritize its resources. The ADRC's initial plan will be to reach out to existing community groups (collaborative partners, service providers, advocacy groups, etc.) to hold a series of listening sessions. The focus of these sessions will be to educate the community on the function and role of the ADRC and solicit information on perceived needs for education, prevention and system advocacy. The information gathered during these sessions will be compiled and a list will be shared with the Nebraska State Unit on Aging. The ADRC will use this information to target outreach.

We believe limiting the initial ADRC services to the three outlined above will help us ensure a successful pilot phase that can then potentially lead to an expansion of the ADRC services provided statewide.

Organization Capacity

[Aging Partners Current Staffing](#)

Administrative Services – Executive Director, Executive Administrative Assistant, Program Manager, Systems Specialists I & II, Administrative Officer, Accounting Supervisor, Account Clerk I & II, Payroll Clerk

Area Planning and Nutrition Services – Area wide Programs and Nutrition Administrator, Office Manager, Senior Office Assistant, Cook/Kitchen Aides/Delivery Driver, Program Manager, Nutrition & Outreach Counselor

Community Activities and Services – Division Administrator, Senior Center Director, Senior Center Manager, Program Coordinator, ERS Coordinator, ERS Specialist, Aging Specialist, Support Staff, Van Drivers, Program Director, Outreach Worker, Health Educator, Senior Office Assistant, Instructors, Nurses, Office Specialist

Personal and Family Services – Care Management Supervisor, Care Managers, Resident Services Supervisor, Resident Services Care Manager, Care Management Assistant, Program Management Supervisor, Waiver/SCO Supervisor, Services Coordinators, Resource Developer, Case Aide, Financial Counselor, Harvest Care Manager, Information and Referral Supervisor, Office Manager, Senior Office Assistant, Attorney

MAAA Current Staffing

Executive Director, Director of Finance, CHOICES Director, CHOICES Coordinators, CHOICES Assistants, Medicaid Waiver Resource Developers, Long-Term Care Ombudsman, Nutrition/Health Coordinator, Data Entry Clerk, Office Manager, Information Services Specialist

Blue Rivers Staffing

Administrative Services – Executive Director, Regional Services Director, Administrative/Fiscal Assistant, Administrative Assistant, Fiscal Officer, CHOICES Supervisor

Nutrition and Transportation Services – Senior Center Managers, Cook/Kitchen Aides/Delivery Driver

CHOICES Programs – CHOICES Supervisor, Care Managers, Services Coordinators, Resource Developer, Attorney

ADRC Staffing

The Executive Directors (AP/MAAA/BRAAA) will have lead responsibility for ADRC operations, staff performance, supervision and the quality of ADRC services. The directors will have authority over budget development, policies and personnel.

The directors will report to the DHHS State Unit on Aging Administrator and will also be responsible for keeping their respective governing boards informed, receiving their advice and direction on ADRC matters. Duties of the director include: ensuring the ADRC meets its obligations under its contract with the State of Nebraska, managing service demand and service availability to meet the needs of the elderly and adults with disabilities. The

director will be instrumental in operationalizing the center's vision with ADRC staff and its governing board.

In addition to the director, ADRC staffing will include existing Information and Assistance (I&A) staff, and an Options Counselor (new position). See **Appendix B** for brief description of Options Counselor position that we propose would be funded by this subgrant. We feel a mix of existing staff, with experience in long-term care programs and working with the consumer populations that will be served in the ADRC, along with some newly hired staff will give the ADRC firm footing from the start without compromising the quality of existing programs.

All ADRC staff will be oriented to: the mission of the ADRC and its policies and procedures, the populations served by the ADRC and their needs, how to recognize and handle emergencies, cultural competency, conflicts of interest, and special job responsibilities related to individual staff.

All staff that will have phone contact with the public will have expertise in phone etiquette and foster excellent communication skills, listening skills, knowledge and ability to connect callers to appropriate staff; ability to recognize and handle special hearing needs, and ability to recognize and handle emergencies.

In addition to the staff located at the AP/MAAA/BRAAA ADRC sites, a contracted position for an ADRC Coordinator with the Nebraska Association of Area Agencies on Aging (NE4A) will be engaged that will benefit not only the AP/MAAA/BRAAA ADRC but also the two other state demonstration projects. This position will be responsible for:

- Assuring fiscal compliance with the approved budgets;
- Overseeing the development of short and long-term ADRC goals and plans;
- Assisting with tracking program outcomes;
- Assuring the ADRC projects provide services in a manner consistent with its adopted mission;
- Working with the Directors to develop appropriate policies and procedures;
- Preparing reports and making presentations regarding ADRC services and operations;
- Working cooperatively with community agencies and organizations to serve the needs of ADRC target populations;

- Collecting and disseminating information on service gaps and the needs of older adults and people with disabilities and share that information with community leaders and policy makers; and
- Assisting in the implementation of the Nebraska Aging and Disability Resource Center Marketing and Collaboration Work Plan developed by the NE4A.

This individual must have an understanding of the aging and disability service networks, service delivery methods, and best practices which is gained through a work experience in an aging and/or disability related professional position. In addition this individual must have a thorough and working knowledge of the rules and regulations pertaining to ADRC operations, of the needs of older adults and people with disabilities, and of the state service provider networks for older adults and people with disabilities; ability to develop effective working relationships with individuals and with governmental, public and private agencies; effective oral and written communication skills; ability to plan, set goals and work toward achieving those goals; and ability to analyze problems and create solutions.

We anticipate that staff capacity will need to ramp up over time as the community becomes more familiar with the services an ADRC provides. Our experience during this pilot phase may affect future staffing needs as we discover our areas of highest utilization and are able to more clearly identify service gaps.

Aging and Disability Network Collaboration

A major focus of the ADRC project is to assure collaboration among the different public and private agencies that are involved in assisting older adults and individuals with disabilities to obtain information and access to needed services. Experience has shown that while there are significant areas of overlap in the needs and philosophies of these two populations, there also are areas of difference. It is essential that the policies and operational practices of the ADRC incorporate leadership and staff that are knowledgeable of and experienced with services and philosophies of both populations.

There are generally three types or levels of partner: the lead operating agency (the AAA's per LB320), which coordinates the fiscal management and reporting for the ADRC; operating partners, which contribute substantially to the daily functions of the ADRC by providing services through subcontracting relationships or other arrangements; and support partners which participate by offering support when needed or with particular aspects of the ADRC such as marketing, but at the minimum

participate in the ADRC's system of expedited referral protocols.

The purpose of the ADRC Pilot program, using a designated 800 phone number, is to create a statewide program that can offer callers in Nebraska and elsewhere a resource that provides information and referral services for questions posed by those callers.

Inquiries are expected to cover the lifespan and may include, but are not limited to, needs that cover disabilities occurring at any age, developmental or acquired, issues of aging including physical or mental changes and/or concerns and questions of individuals, family members, citizens, or professionals.

The ADRC pilot program is intended to serve as a feasibility study or experimental trial, planned for a period of three months and two years to determine how a program on an expanded scale might work in practice. The outcome of this pilot program will provide the Nebraska Legislature information and data that may lead to further state funding.

Contractual arrangements between the Nebraska Association of Area Agencies on Aging (NE4A) and the following organizations representing disability advocacy organizations in Nebraska are attached in **Appendix G**:

- ARC of Nebraska
- Independence Living – Grand Island
- League of Human Dignity
- UNMC Munroe-Meyer Institute

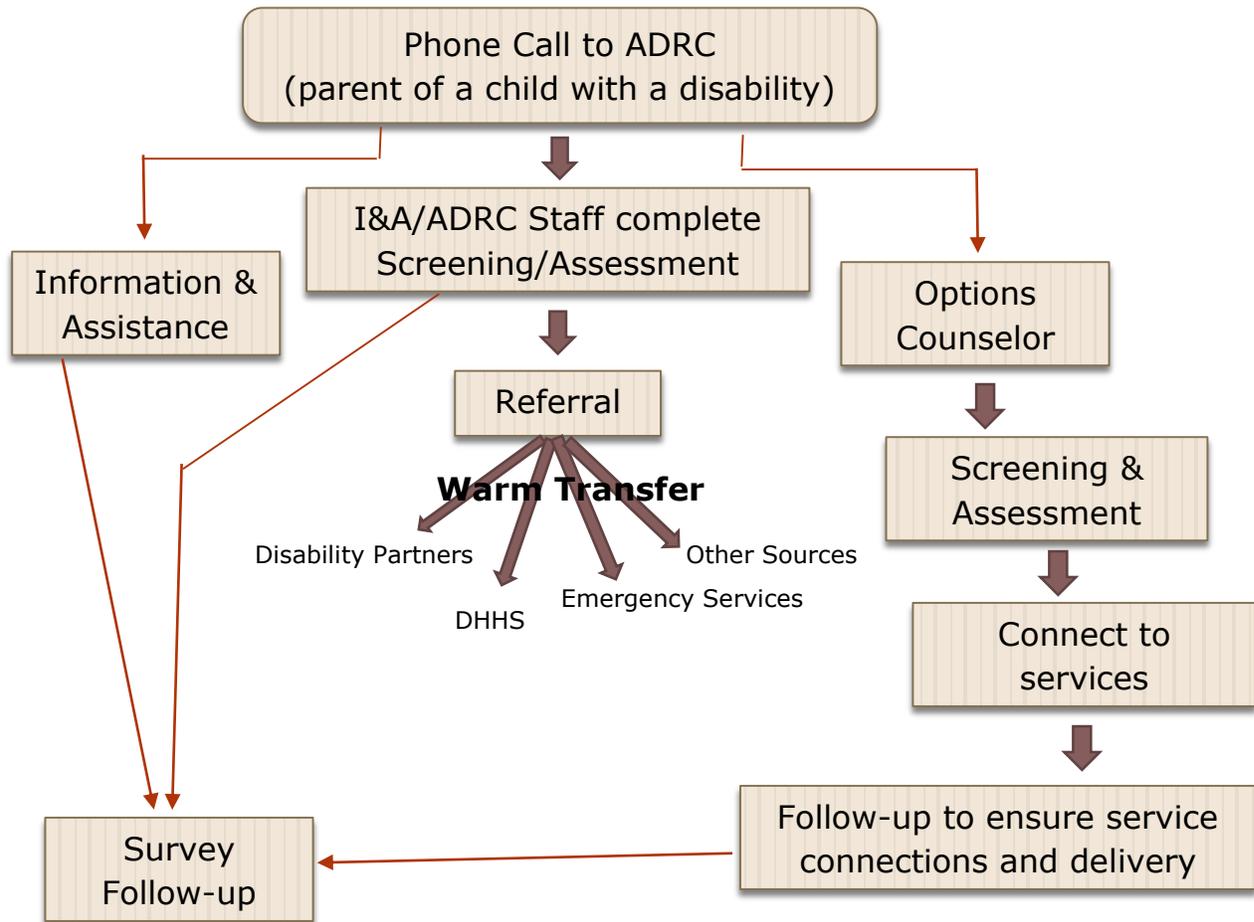
In exchange for technical assistance services from the above listed organizations, the Ne4A will offer a portion of the funding provided under LB310. Note: Please see contractual services budgeted item in the NENAAA/ENOA response. Should other organizations be included in this arrangement, a proportional distribution will be approved.

Technical assistance shall mean:

- Participation in the statewide marketing plan promoting the ADRC through individual organization communication channels (newsletters, adding the ADRC 800 number to e-mail signatures and/or letterhead)
- Assure accuracy of ADRC website through review and provision of corrections and updates
- Participate as advisors in semi-annual meetings

In addition, in collaboration with the other two ADRC demonstration projects we would propose to potentially partner with an appropriate division of the University of Nebraska to assist in development of a Satisfaction Survey plan and tool in order to capture relevant information that would support both the aging and the disability populations served by the ADRC pilot projects.

Work Flow Example



Written Example

Phone call received from Mary, parent of a 4 year old child. Mary is requesting help in locating respite and parenting education, specific to children diagnosed with special needs and physical disabilities. Mary states her child is diagnosed with severe/profound developmental disability and cerebral palsy.

The ADRC intake staff completes an initial needs assessment with Mary during initial phone contact. Resource options are discussed with Mary. Resource options discussed include Nebraska Respite Lifespan Network, Nebraska Department of Health and Human

Services (NDHHS)/Developmental Disability Services (DDS), Early Childhood Intervention Program, Public School Special Education Programs, Answers for Families website, United Cerebral Palsy website, Kids Health website, and Cerebral Palsy Family Network website. Mary requests assistance making a referral to NDHHS/DDS. She requests a list of all other discussed options be emailed to her personal email address.

The ADRC staff emails resource information to Mary (i.e. phone numbers, websites, email addresses, agency addresses). The ADRC staff person completes a warm transfer to NDHHS/DDS.

The ADRC staff completes a follow up call with Mary within 5 days of the intake contact. Mary reports contact with NDHHS/DDS and has scheduled a meeting with DDS intake. Mary reports contacting Nebraska Respite Lifespan Network and has scheduled an appointment to meet with a respite provider. ADRC staff ask if Mary has any other questions or concerns and offers to schedule a meeting. Mary declines further assistance at this time.

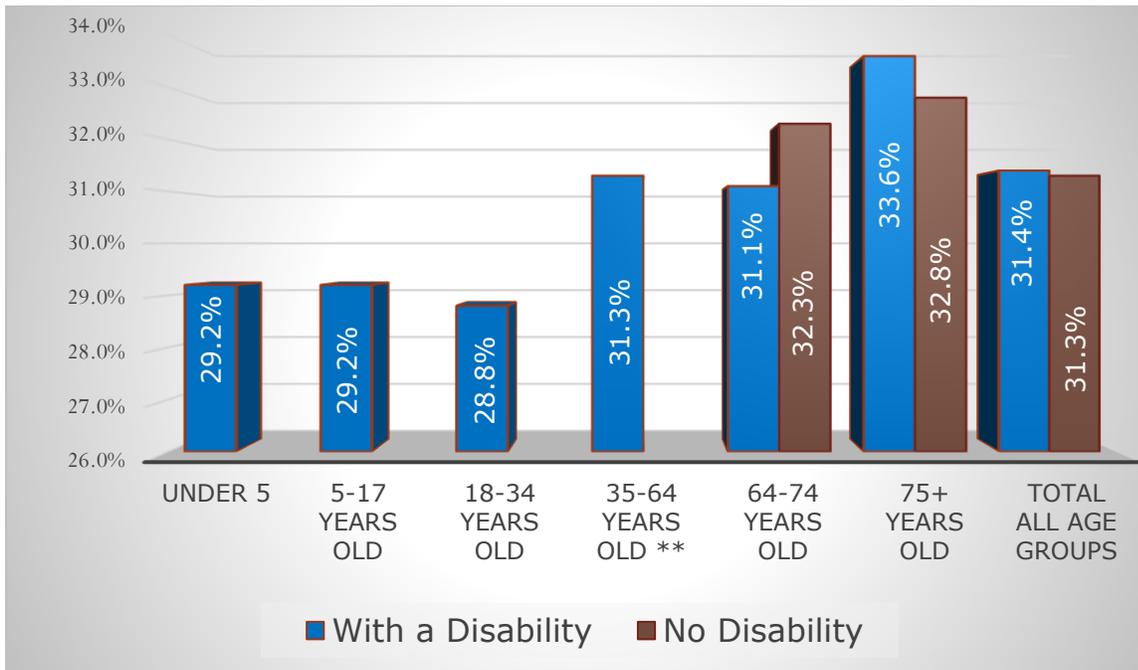
A satisfaction survey is mailed to Mary within 30 days of the intake phone call.

Continuance of Work Plan

If it appears reasonable that continued ADRC funding will be appropriated through the Nebraska Legislature or Federal grants beyond the demonstration project, we will commit to work with the Nebraska State Unit on Aging to evaluate our ADRC activity measurements and performance measurements as well as the evaluations performed by the independent contractor and client surveys to determine an appropriate continuance work plan.

AP/MAAA/BRAAA ADRC Potential Population

Analysis was completed to determine the statewide percentage of potential individuals in each age group below that could be served by the AP/MAAA/BRAAA ADRC demonstration project. Note: Due to the Census Data limitation no detailed statistics are available for the 60-64 years old



** Note: Due to the Census Data limitation no detailed statistics are available for the 60-64 years old population.

New Market Penetration Rate

Below is the estimated starting percentage of the market penetration rate for the AP/MAAA/BRAAA ADRC area utilizing disability data provided by the Nebraska State Unit on Aging within the RFGP and NAMIS unduplicated client counts for each of the three AAA's for FY 2015.

12,333 – Current unduplicated clients served in all counties (AP/MAAA/BRAAA)

61,757 – (# Total with a Disability) = 20% starting market penetration

MARKETING PLAN/BUDGETS

AP/MAAA/BRAAA agree to utilize the marketing plan developed through a contract with the Nebraska Association of Area Agencies on Aging in 2015 with the understanding that the ADRC Coordinator position(s) will be responsible to coordinate and implement the plan statewide to include the AP/MAAA/BRAAA demonstration project.

The focus of the marketing materials addresses direct support, professional and family caregivers, promote self-sufficiency, and utilize person-centered and person-directed initiatives for aging populations and persons with disabilities. Per the NE4A marketing plan there is intention to develop comprehensive materials that are current, relevant and resonate with baby

boomers. Please see SCNAAA/AOWN RFGP response *Appendix C* for statewide marking budget.

ADRC BUDGETS

AP/MAAA/BRAAA have applied jointly to be considered for one of the ADRC demonstration projects. We based our budgets on the total subgrant funding outlined in the RFGP as being divided equally among the three projects for a total for each pilot of:

- \$100,652 for SFY 2016 (April – June)
- \$201,304 for SFY 2017
- \$201, 304 for SFY 2018

Please see **Appendix C** for budgets. There is a separate budget for AP, MAAA, and BRAAA

Please see **Appendix D** for Section C – Officer Compensation Forms.

SUMMARY

In spite of laudable efforts at cooperation and collaboration between agencies serving older adults and persons with disabilities, the current system of information, assistance, supports and services has remained fragmented and, for older adults and persons with disabilities, a sometimes perplexing and difficult system to navigate. We look forward to providing older adults and persons with disabilities and their families an easily accessible, consistent, adequate and customer friendly system of information, assistance, supports and services. Our project will work to bring existing resources together to provide objective information about the full range of options that are available to our consumers and to empower them in making informed decisions about how to define and meet their individual needs and goals.

Please see **Appendix E** for initialed Terms and Conditions by lead agency.

APPENDIX A

Date 11/23/2015

Summary Report Lincoln Area Agency on Aging

Undup. Cnt. cnt		Race		Age		Live With	
Total	6,726	American Indian or Alaska Native	53	<60	163	Lives Alone	3,498
NFA		Asian	254	60 - 64	512	Lives in Group Setting	83
Score	Count	Black or African American	100	65 - 74	1,965	Lives with other Family/Fr	640
0	222	Native Hawaiian orOther Pacific Islands	7	75-84	2,285	Lives with Spouse only	2,235
1	523	No Response	143	85 +	1,801	No Response	290
2	500	Persons Reporting 2 or More Races	6	Gender			
3	434	Persons Reporting Some Other Race	14	Female	4,686	Male	2,019
4	431	White	5,148	No Response	22	Poverty	
5	286	Two or more Races		IADL Count			
6	285	American Indian or Alaska Native	3	Heavy Housework	2,027	No	4,731
7	189	Asian	1	Light Housework	911	No Response	392
8	581	Black or African American	1	Medication Management	477	Yes	1,597
9	131	Native Hawaiian orOther Pacific Islands	1	Need a caregiver when away from ho	1	TitleXX	
10	128	Persons Reporting Some Other Race	2	Need assistance to manage money	500	Yes	0
11	80	White	6	Need transportation assistance	1,038	Waiver	
12	58	Not Hispanic or Latino	8354	Preparing Meals	867		
13	48	ADL Values		Shopping	978		
14	26	Bathing	747	Use of Telephone	191		
15	27	Dressing	407				
16	9	Eating	170				
17	9	Toileting	269				
18	3	Transfer	511				
19	3	Walking	1,156				

Nutritional Classification		
0-2	Good	1,245
3-5	Moderate	1,151
6 and Above	High	1,575

Group Service	Total Units
Access Assistance - III E	13,930.00
Durable Medical Equipment	589.00
Financial Counseling	5,163.00
Health Clinic	244.00
Health Education	10,902.00
Health Pro/Disease Prevention	114.00
Information & Assistance	352,093.00
Information Service - III E	201.00
Legal Assistance	2,711.50
Medication Management	2.00
Nutrition Education	19,112.00
Outreach	31,571.00
Supportive Services	30,547.00
Transportation	25,737.00
Volunteerism	39,629.25

ServiceUsage		
Service	TotalUnits	Clientcount
Assisted Transportation	17673.00	339
Care Management	8980.25	593
Care Management Title III Fund	7319.25	1,089
Chore	4264.00	549
Congregate Meals	91248.00	2,274
Counseling - III E	299.00	22
Emergency Response System	6085.00	681
Health Clinic	7526.00	1,620
Health Education	30339.00	1,771
Health Pro/Disease Prevention	4797.00	662
Home Delivered Meals	95750.00	909
Homemaker	5966.75	174
Medication Management	1847.00	563
Nutrition Counseling	1095.00	965
Personal Care	1816.25	24
Respite Care - III E	1821.00	47
Self Directed Care	47.00	43
Self Directed Care III-E	38.00	34
Supplemental Service - III E	928.50	72

* Total units don't include units tracked as group services. Meals include USDA eligible also.

Date: 10/29/2015

Summary Report
Midlands Agency on Aging

7/1/14 - 6/30/15

Undup. Clint. cnt	
tal	2,992

NRA	
Score	Count
0	290
1	519
2	426
3	270
4	248
5	151
6	118
7	139
8	146
9	90
10	74
11	37
12	32
13	16
14	8
15	8
16	3
17	3
19	2

Race	
American Indian or Alaska Native	5
Asian	6
Black or African American	8
No Response	75
Persons Reporting Some Other Race	7
White	2,891

Age	
<60	143
60 - 64	168
65 - 74	783
75-84	1,079
85 +	819

Live With	
Lives Alone	1,435
Lives in Group Setting	51
Lives with other Family/Fri	207
Lives with Spouse only	1,151
No Response	148

Gender	
Female	1,940
Male	1,029
No Response	23

Two or more Races	

IADL Count	
Heavy Housework	1,455
Light Housework	885
Medication Management	343
Need assistance to manage money	311
Need transportation assistance	822
Preparing Meals	826
Shopping	752
Use of Telephone	140

Client Ethnicity	
Hispanic or Latino	18
No Response	153
Not Hispanic or Latino	2821

Poverty	
No	2,059
No Response	271
Yes	662

ADL Values	
Bathing	345
Dressing	232
Eating	101
Toileting	169
Transfer	497
Walking	885

TitleXX	
Yes	1,576

Waiver	
Yes	518

Nutritional Classification		
0-2	Good	1,235
3-5	Moderate	669
6 and Above	High	676

ServiceUsage		
Service	TotalUnits	Clientcount
Care Management	3340.20	238
Chore	328.50	24
Congregate Meals	81530.00	1,485
Counseling - III E	234.00	24
Emergency Response System	666.00	78
Health Clinic	2390.00	638
Health Pro/Disease Prevention	3475.00	165
Home Delivered Meals	94307.00	821
Homemaker	8540.25	122
Respite Care - III E	1459.75	17
Respite-Home	1682.50	3
Self Directed Care	20.00	20
Self Directed Care III-E	8.00	8
Supplemental Service - III E	3138.50	51
Telephoning/Visiting	2751.00	266
Transportation	17842.00	289

* Total units don't include units tracked as group services. Meals include USDA ineligible also.

Group Service	Total Units
Access Assistance - III E	343.00
Durable Medical Equipment	48.00
Financial Counseling	128.00
General Information	1,538.00
Health Clinic	9.00
Health Education	4,173.00
Information & Assistance	941.00
Information Service - III E	47.00
Legal Assistance	340.25
Nutrition Education	1,377.00
Outreach	197.00
Public Information	109.00
Publication	456.00
Recreation	6,786.00
Supportive Services	26,706.00
Volunteerism	22,373.00

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

Date 11/24/2015

Summary Report
BlueRivers Agency on Aging

Undup. Cnt. cnt	
Total	2,615

NRA	
Score	Count
0	231
1	481
2	306
3	255
4	243
5	130
6	108
7	61
8	54
9	33
10	32
11	23
12	30
13	9
14	6
15	5
16	3
17	3
18	1
19	2

Race	
American Indian or Alaska Native	1
Black or African American	2
No Response	14
Persons Reporting Some Other Race	2
White	2,596

Age	
<60	291
60 - 64	132
65 - 74	561
75-84	661
85 +	770

Live With	
Lives Alone	1,315
Lives in Group Setting	115
Lives with other Family/Fri	263
Lives with Spouse only	661
No Response	61

Two or more Races	

Client Ethnicity	
Hispanic or Latino	3
No Response	182
Not Hispanic or Latino	2430

ADL Values	
Bathing	124
Dressing	63
Eating	33
Toileting	33
Transfer	67
Walking	284

IADL Count	
Heavy Housework	522
Light Housework	252
Medication Management	84
Need assistance to manage money	77
Need transportation assistance	220
Preparing Meals	242
Shopping	238
Use of Telephone	49

Gender	
Female	1,743
Male	855
No Response	7

Poverty	
No	1,894
No Response	100
Yes	521

TitleXX	
Yes	2,042

Waiver	
Yes	84

Nutritional Classification		
0-2	Good	1,108
3-5	Moderate	628
6 and Above	High	372

ServiceUsage		
Service	TotalUnits	Clientcount
Access Assistance - III E	197.00	29
Care Management	3172.00	184
Chore	755.50	40
Congregate Meals	106311.00	1,488
Emergency Response System	256.00	39
Home Delivered Meals	64772.00	609
Homemaker	9585.75	154
Respite Care - III E	190.50	15
Supplemental Service - III E	50.00	9
Transportation	56579.00	799

Group Service	Total Units
Health Pro/Disease Prevention	16.00
Information & Assistance	12,210.00
Legal Assistance	68.95
Nutrition Education	312.00
Outreach	79.00
Self Directed Care	16.00
Supportive Services	24,064.00
Volunteerism	2,029.00

* Total units don't include units tracked as group services. Meals include USDA ineligible also.

APPENDIX B – Options Counselor

The duties of an Options Counselor will include the ability to:

- Accurately assess the social, emotional and environmental needs of the aged and disabled consumers;
- Develop person-centered action plans to meet critical consumer needs;
- Implement action plans by linking consumers with needed services; and provide on-going monitoring and re-assessment of consumers necessary.

The principal functions and responsibilities of this position will include:

- Conducting assessments with consumers, family members and caregivers to:
 - Identify existing consumer's resources and support systems;
 - Identify consumer's preferred approach to making decisions;
 - Determine consumer's knowledge about available options for meeting needs,
 - Identify local resources available to address unmet consumer needs;
 - Assist consumers, family members and caregivers in understanding what resources and services are available; and
 - Develop a person centered action plan to connect the consumer to services and support systems that will help meet any critical unmet consumer needs.
- Working with consumers, family members, caregivers and service providers to help implement agreed upon action needs;
- Periodically following up with consumers to:
 - Insure critical needs are being met;
 - Gather and act on individual feedback about the quality and delivery of services being provided; and
 - Update or adjust the action plan.

APPENDIX C - Budgets

Aging Partners – SFY 2016 (April – June)

Form A

SFY 2016 ADRC

Budget:		Grantee:	LAAA-Aging Partners	
Funding Source:	ADRC - State		SUBGRANT	SFY 2016 April-June
COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel	16,211.00	0.00	0.00	
2. Travel	3,500.00	0.00	0.00	
3. Printing & Supplies	3,450.00	0.00	0.00	
4. Equipment	8,740.00	0.00	0.00	
5. Building Space	292.00	0.00	0.00	
6. Comm & Utilities	1,023.00	0.00	0.00	
7. Other	334.00	0.00	0.00	
8a	0.00	0.00	0.00	
8b. Contractual Services	0.00	0.00	0.00	
9. Gross Costs	33,550.00	0.00	0.00	
Non-Matching				
10. Other (Non-matching)		0.00	0.00	
11a	0.00	0.00	0.00	
11b	0.00	0.00	0.00	
12a. Income Contrib/Fees	0.00	0.00	0.00	
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	33,550.00	0.00	0.00	
Matching				
14a. Local Public (Cash)	0.00	0.00	0.00	
14b. Local Public Other	0.00	0.00	0.00	
15. Local Other (In-kind)	0.00	0.00	0.00	
15a. Local Other (Cash)	0.00	0.00	0.00	
16. Total Local Matching	0.00	0.00	0.00	
17a. CASA	0.00	0.00	0.00	
17b. CASA, as Match	0.00	0.00	0.00	
18a. ADRC Subgrant	33,550.00	0.00	0.00	
18b.	0.00	0.00	0.00	
18c. Care Management	0.00	0.00	0.00	
18d. Total SUA Cost	33,550.00	0.00	0.00	
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award				
June Pederson		Director		12/3/15
Authorized Certifying Officer		Title		Date
		DHHS-SUA Use Only		
		State Match		
		Federal AoA		
		Total		

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

Aging Partners – SFY 2017

Form A

SFY 2017 ADRC

Budget:		Grantee:	LAAA-Aging Partners	
Funding Source:	ADRC - State		SUBGRANT	SFY 2017
COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel	59,285.00	0.00	0.00	
2. Travel	513.00	0.00	0.00	
3. Printing & Supplies	1,601.00	0.00	0.00	
4. Equipment	0.00	0.00	0.00	
5. Building Space	1,168.00	0.00	0.00	
6. Comm & Utilities	4,092.00	0.00	0.00	
7. Other	442.00	0.00	0.00	
8a.	0.00	0.00	0.00	
8b. Contractual Services	0.00	0.00	0.00	
9. Gross Costs	67,101.00	0.00	0.00	
Non-Matching				
10. Other (Non-matching)		0.00	0.00	
11a.	0.00	0.00	0.00	
11b.	0.00	0.00	0.00	
12a. Income Contrib/Fees	0.00	0.00	0.00	
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	67,101.00	0.00	0.00	
Matching				
14a. Local Public (Cash)	0.00	0.00	0.00	
14b. Local Public Other	0.00	0.00	0.00	
15. Local Other (In-kind)	0.00	0.00	0.00	
15a. Local Other (Cash)	0.00	0.00	0.00	
16. Total Local Matching	0.00	0.00	0.00	
17a. CASA	0.00	0.00	0.00	
17b. CASA as Match	0.00	0.00	0.00	
18a. ADRC Subgrant	67,101.00	0.00	0.00	
18b.	0.00	0.00	0.00	
18c. Care Management	0.00	0.00	0.00	
18d. Total SUA Cost	67,101.00	0.00	0.00	
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document				
June Pederson		Director		12/3/15
Authorized Certifying Officer		Title		Date
		DHHS-SUA Use Only		
		State Match		
		Federal AoA		
		Total		

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

Aging Partners – SFY 2018

Form A

SFY 2018 ADRC

Budget:		Grantee:	LAAA-Aging Partners	
Funding Source:	ADRC - State		SUBGRANT	SFY 2018
COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel	60,729.00	0.00	0.00	
2. Travel	0.00	0.00	0.00	
3. Printing & Supplies	670.00	0.00	0.00	
4. Equipment	0.00	0.00	0.00	
5. Building Space	1,168.00	0.00	0.00	
6. Comm & Utilities	4,092.00	0.00	0.00	
7. Other	442.00	0.00	0.00	
8a	0.00	0.00	0.00	
8b. Contractual Services	0.00	0.00	0.00	
9. Gross Costs	67,101.00	0.00	0.00	
Non-Matching				
10. Other (Non-matching)		0.00	0.00	
11a	0.00	0.00	0.00	
11b	0.00	0.00	0.00	
12a. Income Contrib/Fees	0.00	0.00	0.00	
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	67,101.00	0.00	0.00	
Matching				
14a. Local Public (Cash)	0.00	0.00	0.00	
14b. Local Public Other	0.00	0.00	0.00	
15. Local Other (in-kind)	0.00	0.00	0.00	
15a. Local Other (Cash)	0.00	0.00	0.00	
16. Total Local Matching	0.00	0.00	0.00	
CASA				
17a. CASA	0.00	0.00	0.00	
17b. CASA as Match	0.00	0.00	0.00	
18a. ADRC Subgrant	67,101.00	0.00	0.00	
18b.	0.00	0.00	0.00	
18c. Care Management	0.00	0.00	0.00	
18d. Total SUA Cost	67,101.00	0.00	0.00	
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document				
June Pederson		Director		10/3/15
Authorized Certifying Officer		Title		Date
		DHHS-SUA Use Only		
		State Match		
		Federal AoA		
		Total		

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

Aging Partners – Budget Justification

SFY 2016

Personnel	\$16,211
Travel – staff mileage, allowance for staff trainings	\$3500
Printing/Supplies – Binders, file folders, paper, labels, pens, brochures	\$3450
Equipment – Laptop, desktop computer, fax machine, monitors, desk, chairs, table, file cabinet, bookcase	\$8740
Building space – office space	\$292
Communications/Utilities – telephone, cellular phone	\$1023
Other – Includes data processing charges, audit expenses	\$334

SFY 2017

Personnel	\$59,285
Travel – staff mileage	\$513
Printing/Supplies – Binders, file folders, paper, labels, pens, brochures	\$1601
Building space – office space	\$1168
Communications/Utilities – telephone, cellular phone	\$4092
Other – Includes data processing charges, audit expenses	\$442

SFY 2018

Personnel	\$60,729
Printing/Supplies – Binders, file folders, paper, labels, pens, brochures	\$670
Building space – office space	\$1168
Communications/Utilities – telephone, cellular phone	\$4092
Other – Includes data processing charges, audit expenses	\$442

MAAA – SFY 2016 (April – June)

DHHS State Unit on Aging					
Monthly financial Summary (Form A)		Grantee: Midlands Area Agency on Aging			
Funding Source: ADRC			SUBGRANT	SFY 2016 April - June	
Activity: Composite					
COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA	%
1. Personnel	18,694.00	0.00	0.00		
2. Travel	2,680.00	0.00	0.00		
3. Printing & Supplies	7,102.00	0.00	0.00		
4. Equipment	2,355.00	0.00	0.00		
5. Building Space	1,050.00	0.00	0.00		
6. Comm & Utilities	612.00	0.00	0.00		
7. Other	141.00	0.00	0.00		
8a. Raw Food	0.00	0.00	0.00		
8b. Contractual Services	916.00	0.00	0.00		
9. Gross Costs	33,550.00	0.00	0.00		
Non-Matching					
10. Other (Non-matching)	0.00	0.00	0.00		
11a. Title XX	0.00	0.00	0.00		
11b. NSIP	0.00	0.00	0.00		
12a. Income Contrib/Fees	0.00	0.00	0.00		
12b. Total Non-match	0.00	0.00	0.00		
13. Actual Costs	33,550.00	0.00	0.00		
Matching					
14a. Local Public (Cash)	0.00	0.00	0.00		
14b. Local Public Other	0.00	0.00	0.00		
15. Local Other	0.00	0.00	0.00		
15a. Local Other (Cash)	0.00	0.00	0.00		
16. Total Local Matching	0.00	0.00	0.00		
17. Other Matching					
17a. CASA	0.00	0.00	0.00		
17b. CASA as Match	0.00	0.00	0.00		
18a. ADRC SUBGRANT	33,550.00	0.00	0.00		
18b. Special Award	0.00	0.00	0.00		
18c. Care Management	0.00	0.00	0.00		
18d. Total SUA Cost	33,550.00	0.00	0.00		
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document					
Sandi Stevens		Director		12/03/15	
Authorized Certifying Officer		Title		Date	
		DHHS-SUA Use Only			
		State Match			
		Federal AoA			
		Total			

Req

MAAA – SFY 2017

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

DHHS State Unit on Aging				
Monthly financial Summary (Form A)		Grantee: Midlands Area Agency on Aging		
Funding Source: ADRC			SUBGRANT	SFY 2017
Activity: Composite				
COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel	54,486.00	0.00	0.00	
2. Travel	3,486.00	0.00	0.00	
3. Printing & Supplies	1,164.00	0.00	0.00	
4. Equipment	0.00	0.00	0.00	
5. Building Space	4,200.00	0.00	0.00	
6. Comm & Utilities	2,448.00	0.00	0.00	
7. Other	267.00	0.00	0.00	
8a. Raw Food	0.00	0.00	0.00	
8b. Contractual Services	1,050.00	0.00	0.00	
9. Gross Costs	67,101.00	0.00	0.00	
10. Other (Non-matching)	0.00	0.00	0.00	
11a. Title XX	0.00	0.00	0.00	
11b. NSIP	0.00	0.00	0.00	
12a. Income Contrib/Fees	0.00	0.00	0.00	
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	67,101.00	0.00	0.00	
14a. Local Public (Cash)	0.00	0.00	0.00	
14b. Local Public Other	0.00	0.00	0.00	
15. Local Other	0.00	0.00	0.00	
15a. Local Other (Cash)	0.00	0.00	0.00	
16. Total Local Matching	0.00	0.00	0.00	
17a. CASA	0.00	0.00	0.00	
17b. CASA as Match	0.00	0.00	0.00	
18a. ADRC SUBGRANT	67,101.00	0.00	0.00	
18b. Special Award	0.00	0.00	0.00	
18c. Care Management	0.00	0.00	0.00	
18d. Total SUA Cost	67,101.00	0.00	0.00	
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document				
Sandi Stevens	Director			12/03/15
Authorized Certifying Officer	Title			Date
	DHHS-SUA Use Only			
	State Match			
	Federal AoA			
	Total			

MAAA – SFY 2018

DHHS State Unit on Aging

Monthly financial Summary (Form A)

Grantee: Midlands Area Agency on Aging

Funding Source: ADRC

SUBGRANT: SFY 2018

Activity: Composite

COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA	%
1. Personnel	54,471.00	0.00	0.00		
2. Travel	3,486.00	0.00	0.00		
3. Printing & Supplies	866.00	0.00	0.00		
4. Equipment	0.00	0.00	0.00		
5. Building Space	4,200.00	0.00	0.00		
6. Comm & Utilities	2,448.00	0.00	0.00		
7. Other	590.00	0.00	0.00		
8a. Raw Food	0.00	0.00	0.00		
8b. Contractual Services	1,050.00	0.00	0.00		
9. Gross Costs	67,101.00	0.00	0.00		
Non-Matching					
10. Other (Non-matching)	0.00	0.00	0.00		
11a. Title XX	0.00	0.00	0.00		
11b. NSIP	0.00	0.00	0.00		
12a. Income Contrib/Fees	0.00	0.00	0.00		
12b. Total Non-match	0.00	0.00	0.00		
13. Actual Costs	67,101.00	0.00	0.00		
Matching					
14a. Local Public (Cash)	0.00	0.00	0.00		
14b. Local Public Other	0.00	0.00	0.00		
15. Local Other	0.00	0.00	0.00		
15a. Local Other (Cash)	0.00	0.00	0.00		
16. Total Local Matching	0.00	0.00	0.00		
Other					
17a. CASA	0.00	0.00	0.00		
17b. CASA as Match	0.00	0.00	0.00		
18a. ADRC SUBGRANT	67,101.00	0.00	0.00		
18b. Special Award	0.00	0.00	0.00		
18c. Care Management	0.00	0.00	0.00		
18d. Total SUA Cost	67,101.00	0.00	0.00		

I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document

Sandi Stevens	Director	12/03/15
Authorized Certifying Officer	Title	Date
DHHS-SUA Use Only		
State Match		
Federal AoA		
Total		

**MAAA – Budget Justification
(SFY 2016)**

Personnel – Wages, Ins. & Benefits	\$18694
Travel – Mileage, lodging, meals, agency car expense	\$2680
Printing and Supplies – Copies, Brochures, Booklets	\$7102
Equipment – Desk, Chair, File Cabinet	\$2355
Building Space	\$1050
Utilities – Phone	\$612
Other – Insurance, postage	\$141
Contractual Services – Office Cleaning, Legal Services, Fiscal Audit	\$916

(SFY 2017)

Personnel – Wages, Ins. & Benefits	\$54,486
Travel – Mileage, lodging, meals,	\$3486
Printing and Supplies – Copies, Brochures, Booklets	\$1164
Building Space	\$4200
Utilities – Phone	\$2448
Other – Insurance, postage	\$267
Contractual Services – Office Cleaning, Legal Services, Fiscal Audit	\$1050

(SFY 2018)

Personnel – Wages, Ins. & Benefits	\$54,471
Travel – Mileage, lodging, meals,	\$3486
Printing and Supplies – Copies, Brochures, Booklets	\$866
Building Space	\$4200
Utilities – Phone	\$2448
Other – Insurance, postage	\$580
Contractual Services – Office Cleaning, Legal Services, Fiscal Audit	\$1050

BRAAA – SFY 2016 (April – June)

Form A

SFY 2016 ADRC

Budget:		Grantee:	Blue Rivers Area Agency on Aging	
Funding Source:	ADRC - State		SUBGRANT	SFY 2016 April-June
COST CATEGORIES	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel	13,900.00	0.00	0.00	
2. Travel	3,500.00	0.00	0.00	
3. Printing & Supplies	3,800.00	0.00	0.00	
4. Equipment	9,100.00	0.00	0.00	
5. Building Space	800.00	0.00	0.00	
6. Comm & Utilities	975.00	0.00	0.00	
7. Other	1,475.00	0.00	0.00	
8a	0.00	0.00	0.00	
8b. Contractual Services	0.00	0.00	0.00	
9. Gross Costs	33,550.00	0.00	0.00	
Non-Matching				
10. Other (Non-matching)		0.00	0.00	
11a	0.00	0.00	0.00	
11b	0.00	0.00	0.00	
12a. Income Contrib/Fees	0.00	0.00	0.00	
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	33,550.00	0.00	0.00	
Matching				
14a. Local Public (Cash)	0.00	0.00	0.00	
14b. Local Public Other	0.00	0.00	0.00	
15. Local Other (In-kind)	0.00	0.00	0.00	
15a. Local Other (Cash)	0.00	0.00	0.00	
16. Total Local Matching	0.00	0.00	0.00	
17a. CASA	0.00	0.00	0.00	
17b. CASA as Match	0.00	0.00	0.00	
18a. ADRC Subgrant	33,550.00	0.00	0.00	
18b	0.00	0.00	0.00	
18c. Care Management	0.00	0.00	0.00	
18d. Total SUA Cost	33,550.00	0.00	0.00	
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award				
Janice Price		Interim Director		12/03/15
Authorized Certifying Officer		Title		Date
		DHHS-SUA Use Only		
		State Match		
		Federal AoA		
		Total		

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

BRAAA – SFY 2017

Form A

SFY 2017 ADRC

Budget:		Grantee:	Blue Rivers Area Agency on Aging	
Funding Source:	ADRC - State		SUBGRANT	SFY 2017
COST CATEGORIES				
	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel	58,500.00	0.00	0.00	
2. Travel	700.00	0.00	0.00	
3. Printing & Supplies	1,200.00	0.00	0.00	
4. Equipment	0.00	0.00	0.00	
5. Building Space	3,200.00	0.00	0.00	
6. Comm & Utilities	3,001.00	0.00	0.00	
7. Other	500.00	0.00	0.00	
8a.	0.00	0.00	0.00	
8b. Contractual Services	0.00	0.00	0.00	
9. Gross Costs	67,101.00	0.00	0.00	
Non-Matching				
10. Other (Non-matching)		0.00	0.00	
11a.	0.00	0.00	0.00	
11b.	0.00	0.00	0.00	
12a. Income Contrib/Fees	0.00	0.00	0.00	
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	67,101.00	0.00	0.00	
Matching				
14a. Local Public (Cash)	0.00	0.00	0.00	
14b. Local Public Other	0.00	0.00	0.00	
15. Local Other (In-kind)	0.00	0.00	0.00	
15a. Local Other (Cash)	0.00	0.00	0.00	
16. Total Local Matching	0.00	0.00	0.00	
17a. CASA	0.00	0.00	0.00	
17b. CASA as Match	0.00	0.00	0.00	
18a. ADRC Subgrant	67,101.00	0.00	0.00	
18b.	0.00	0.00	0.00	
18c. Care Management	0.00	0.00	0.00	
18d. Total SUA Cost	67,101.00	0.00	0.00	
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document				
Janice Price		Interim Director		12/03/15
Authorized Certifying Officer		Title		Date
		DHHS-SUA Use Only		
		State Match		
		Federal AoA		
		Total		

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

BRAAA – SFY 2018

Form A

SFY 2018 ADRC

Budget:		Grantee:	Blue Rivers Area Agency on Aging	
Funding Source:	ADRC - State		SUBGRANT	SFY 2018
COST CATEGORIES				
	ANNUAL BUDGET	EXPENDITURES YTD	CURRENT MONTH EXP	APPROVED BY SUA
1. Personnel	59,750.00	0.00	0.00	
2. Travel	300.00	0.00	0.00	
3. Printing & Supplies	700.00	0.00	0.00	
4. Equipment	0.00	0.00	0.00	
5. Building Space	3,200.00	0.00	0.00	
6. Comm & Utilities	2,750.00	0.00	0.00	
7. Other	401.00	0.00	0.00	
8a.	0.00	0.00	0.00	
8b. Contractual Services	0.00	0.00	0.00	
9. Gross Costs	67,101.00	0.00	0.00	
Non-Matching				
10. Other (Non-matching)		0.00	0.00	
11a.	0.00	0.00	0.00	
11b.	0.00	0.00	0.00	
12a. Income Contrib/Fees	0.00	0.00	0.00	
12b. Total Non-match	0.00	0.00	0.00	
13. Actual Costs	67,101.00	0.00	0.00	
Matching				
14a. Local Public (Cash)	0.00	0.00	0.00	
14b. Local Public Other	0.00	0.00	0.00	
15. Local Other(In-kind)	0.00	0.00	0.00	
15a. Local Other (Cash)	0.00	0.00	0.00	
16. Total Local Matching	0.00	0.00	0.00	
17a. CASA	0.00	0.00	0.00	
17b. CASA as Match	0.00	0.00	0.00	
18a.	0.00	0.00	0.00	
18b. ADRC Subgrant	0.00	0.00	0.00	
18c. Care Management	0.00	0.00	0.00	
18d. Total SUA Cost	0.00	0.00	0.00	
I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document				
Janice Price		Interim Director		12/03/15
Authorized Certifying Officer		Title		Date
		DHHS-SUA Use Only		
		State Match		
		Federal AoA		
		Total		

Aging and Disability Resource Center Pilot | 12/3/2015

Request for Grant Proposal

**BRAAA – Budget Justification
(SFY 2016)**

Personnel – Wages, Ins. & Benefits	\$13,900
Travel – Mileage, lodging, meals, agency car expense	\$3500
Printing and Supplies – Copies, Brochures, Booklets	\$3800
Equipment – Office Furniture, Computers	\$9100
Building Space	\$800
Utilities – Phone	\$975
Other – Fees, Audit Costs, Insurance	\$1475

(SFY 2017)

Personnel – Wages, Ins. & Benefits	\$58,500
Travel – Mileage, lodging, meals,	\$700
Printing and Supplies – Copies, Brochures, Booklets	\$1200
Building Space	\$3200
Utilities – Phone	\$3001
Other – Insurance, postage	\$500

(SFY 2018)

Personnel – Wages, Ins. & Benefits	\$59,750
Travel – Mileage, lodging, meals,	\$300
Printing and Supplies – Copies, Brochures, Booklets	\$700
Building Space	\$3200
Utilities – Phone	\$2750
Other – Insurance, postage	\$401

APPENDIX D

21.1 Section C – Officer Compensation

AGING PARTNERS

1. In your business or organization's previous fiscal year, did your business organization (including parent organization, all branches, and all affiliates worldwide) receive 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements AND \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes – answer Question 2

No – not required to provide officer compensation

2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes – not required to provide officer compensation

No – provide the names and total compensation of the five most highly compensated officers of the entity below

1.	_____	\$ _____
	Name	Compensation
2.	_____	\$ _____
	Name	Compensation
3.	_____	\$ _____
	Name	Compensation
4.	_____	\$ _____
	Name	Compensation
5.	_____	\$ _____
	Name	Compensation

21.1 Section C – Officer Compensation

MIDLAND AREA AGENCY ON AGING

1. In your business or organization’s previous fiscal year, did your business organization (including parent organization, all branches, and all affiliates worldwide) receive 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements AND \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes – answer Question 2

No – not required to provide officer compensation

2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes – not required to provide officer compensation

No – provide the names and total compensation of the five most highly compensated officers of the entity below

1.	_____	\$ _____
	Name	Compensation
2.	_____	\$ _____
	Name	Compensation
3.	_____	\$ _____
	Name	Compensation
4.	_____	\$ _____
	Name	Compensation
5.	_____	\$ _____
	Name	Compensation

21.1 Section C – Officer Compensation

BLUE RIVERS AREA AGENCY ON AGING

1. In your business or organization’s previous fiscal year, did your business organization (including parent organization, all branches, and all affiliates worldwide) receive 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements AND \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes – answer Question 2

No – not required to provide officer compensation

2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes – not required to provide officer compensation

No – provide the names and total compensation of the five most highly compensated officers of the entity below

1.	_____	\$ _____
	Name	Compensation
2.	_____	\$ _____
	Name	Compensation
3.	_____	\$ _____
	Name	Compensation
4.	_____	\$ _____
	Name	Compensation
5.	_____	\$ _____
	Name	Compensation

APPENDIX E

17.1 GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

17.2 AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

- A. All purchases, leases, or subgrants which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State Unit on Aging reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion may withdraw or amend the Request for Proposal at any time. The State Unit on Aging reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the SUA to award any subgrant. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.
- B. By submitting a proposal in response to this Request for Proposal, the bidder grants to the SUA the right to contact or arrange a visit in person with any or all of the bidder's clients.
- C. Once an intent to award decision has been determined, it will be posted to the Internet at: http://dhhs.ne.gov/Pages/grants_loans.aspx

Grievance and protest procedure will follow the Nebraska Department of Administrative Services Process and is available on the Internet at: http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

- D. Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

17.3 COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The Subrecipient shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment including but not limited to Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act. The Nebraska Fair Employment Practice Act prohibits Subrecipients of the State of Nebraska, and their contractor or second tier award agreement entity(ies), from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Subrecipient guarantees compliance with the aforementioned laws, and breach of this provision shall be regarded as a material breach of a subgrant. The Subrecipient shall insert a similar provision in all contracts or second tier award agreement for services to be covered by any subgrant resulting from this Request for Proposal.

17.4 PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The Subrecipient shall procure and pay for all permits, licenses, and approvals necessary for the execution of the subgrant. The Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

17.5 OWNERSHIP OF INFORMATION AND DATA.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Subrecipient pursuant to this subgrant.

The Subrecipient shall guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (rights to licenses transfer or assign requirements) necessary to execute this subgrant. The subgrant price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, or copyrights that are in any way involved in the subgrant. It shall be the responsibility of the Subrecipient to pay for all royalties and costs, and the State Unit on Aging shall be held harmless from any claims.

17.6 INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The Subrecipient shall not commence work under this subgrant until all the insurance required has been obtained and has been approved by the State. The Subrecipient shall maintain all required insurance for the life of this subgrant and shall ensure that the Department of Health and Human Services, Division of Medicaid Long-Term Care, State Unit on Aging has received the most current certificate of insurance throughout the life of this subgrant. If Subrecipient will be utilizing any contractor or second tier award agreement entity, the subrecipient is responsible for obtaining the certificate(s) of insurance from any and all contractors or second tier award agreement entities. The Subrecipient is also responsible for ensuring contractors or second tier award agreement entities maintain the insurance required until completion of the subgrant requirements. The Subrecipient shall not allow any entity to commence work on any contract or second tier award agreement until all similar insurance required of the entity has been obtained and approved by the subrecipient. Approval of the insurance by the State Unit on Aging shall not limit, relieve, or decrease the liability of the Subrecipient hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Subrecipient elects to increase the mandatory deductible amount, the Subrecipient shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE The Subrecipient shall take out and maintain during the life of this subgrant the statutory Workers' Compensation and Employer's Liability Insurance for all of the subrecipient's employees to be engaged in work on the project under this subgrant and, in case any such work is sublet, the Subrecipient shall require the contractor or second tier award agreement entity similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the contractors or second tier award agreement entities employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE The Subrecipient shall take out and maintain during the life of this subgrant such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subrecipient and any contractor or second tier award agreement entity performing work covered by this subgrant from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this subgrant, whether such operation be by the Subrecipient or by any contractor or second tier award agreement entity or by anyone directly or indirectly employed by either of them, 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 policy shall include the State, and others as required by

the subgrant documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State Unit on Aging shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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e. SUBROGRATION WAIVER

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

f. LIABILITY WAIVER

“The State of Nebraska, Certificate holder, is an additionally insured, primary & Noncontributory on the General Liability.”

4. EVIDENCE OF COVERAGE

The Subrecipient should furnish the State, with their proposal response, a certificate of insurance coverage or insurance coverage statement for government entities complying with the above requirements to the attention of the Buyer at **(402)-742-8388(fax)**

DHHS, State Unit on Aging
P.O. Box 95026
Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFGP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State Unit on Aging is damaged by the failure of the Subrecipient to maintain such insurance, then the Subrecipient shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Department of Health and Human Services, Medicaid Long-Term Care, State Unit on Aging when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

17.7 COOPERATION WITH OTHER SUBRECIPIENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The State Unit on Aging may already have in place or choose to award a supplemental subgrant for work related to this Request for Proposal, or any portion thereof.

A. The State Unit on Aging reserves the right to make an award jointly between two or more potential Subrecipients, if such an arrangement is in the best interest of the State Unit on Aging. The Subrecipients shall agree to cooperate with such other Subrecipients, and shall not commit or permit any act which may interfere with the performance of work by any other subrecipients.

17.8 SUBRECIPIENTS ROLE AS THE INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners, joint venture, or otherwise between the parties hereto. The Subrecipient represents that it has, or will secure at its own expense, all personnel required to perform the services under the subgrant. The Subrecipient’s employees and other persons engaged in work or services required by the Subrecipient under the subgrant shall have no contractual relationship with the State; they shall not be considered employees of the State.

B. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Subrecipient, its officers, or its agents) shall in no way be the responsibility of the State. The Subrecipient will hold the State Unit on Aging harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State Unit on Aging including without limit, tenure rights, medical and hospital care, sick or vacation leave, severance pay, or retirement benefits.

17.9 SUBRECIPIENT RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The Subrecipient is solely responsible for fulfilling the subgrant, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Subrecipient’s proposal, and the resulting subgrant. Each Subrecipient shall be the sole point of contact regarding all contractual matters for the ADRC service area(s).

B. If the Subrecipient intends to utilize any contractor or second tier award agreement entity services, the contractor or second tier award agreement entity’s level of effort, tasks, and time allocation must be clearly identified in the subrecipient’s proposal. The subrecipient shall agree that it will not utilize any entity not specifically included in its proposal in the performance of the subgrant without the prior written authorization of the State. Following execution of the subgrant, the subrecipient shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the subgrant.

17.10 SUBRECIPIENT PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The Subrecipient warrants that all persons assigned to the project shall be employees of the Subrecipient or specified contractor or second tier award agreement entity, and shall be fully qualified to perform the work required herein. Personnel employed by the Subrecipient to fulfill the terms of the subgrant shall remain under the sole direction and control of the Subrecipient. The Subrecipient shall include a similar provision in any second tier award agreement with any entity selected to perform work on the project.

B. Personnel commitments made in the Subrecipient’s proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

C. The State Unit on Aging reserves the right to require the Subrecipient to reassign or remove from the project any Subrecipient or contractor or second tier award agreement entity employee.

D. In respect to its employees, the Subrecipient agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Subrecipient’s employees, including all insurance required by state law;
3. damages incurred by Subrecipient’s employees within the scope of their duties under the subgrant;

4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and,
5. Determining the hours to be worked and the duties to be performed by the Subrecipient's employees.

17.11 STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The Subrecipient shall not, at any time, recruit or employ any State Unit on Aging employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

17.12 CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

B. The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

C. The bidder certifies that it will not employ nor keep employed any individual known by bidder to have a conflict of interest.

17.13 PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The State Unit on Aging shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

17.14 .ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting subgrant. The bidder must promptly notify the State Unit on Aging of any errors and/or omissions that are discovered.

17.15 BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The bidder shall not commence any billable work until the valid subgrant has been fully executed by the State Unit on Aging and the successful Subrecipient. The Subrecipient will be notified in writing when work may begin.

17.16 ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The State Unit on Aging shall have the right to assign or transfer the subgrant or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State Unit on Aging for any assignment hereunder.

17.17 ASSIGNMENT BY THE SUBRECIPIENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The Subrecipient may not assign, voluntarily or involuntarily, the subgrant or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

17.18 GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. The subgrant shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant subgrant shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Subrecipient must be in compliance with all Nebraska statutory and regulatory law.

17.19 ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. In the event of any litigation, appeal, or other legal action to enforce any provision of the subgrant, the Subrecipient agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State Unit on Aging is the prevailing party.

17.20 ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. The Subrecipient agrees not to refer to the subgrant agreement in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

17.21 STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. The Subrecipient shall be responsible for the proper care and custody of any State-owned property which is furnished for the Subrecipient’s use during the performance of the subgrant. The Subrecipient shall reimburse the State Unit on Aging for any loss or damage of such property, normal wear and tear excepted.

17.22 SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

The Subrecipient shall use its best efforts to ensure that its employees, agents, and contractors or second tier award agreement entities comply with site rules and regulations while on the State Unit on Aging premises. If the Subrecipient must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State Unit on Aging to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State Unit on Aging on the basis of lack of access, unless the State Unit on Aging fails to provide access as agreed to between the State Unit on Aging and the Subrecipient.

17.23 NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. During the bid process, all communication between the State Unit on Aging and a bidder shall be between the bidder’s representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFGP. After the award of the subgrant, all notices under the subgrant shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

B. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return-receipt requested, to the parties at their respective addresses set forth herein, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. Whenever the Subrecipient encounters any difficulty which is delaying or threatens to delay its timely performance under the subgrant, the Subrecipient shall immediately give notice thereof in writing to the State Unit on Aging reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State Unit on Aging of any of its rights or remedies to which it is

entitled by law or equity or pursuant to the provisions of the subgrant. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

D. Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the subgrant, all communication between Subrecipient and the State Unit on Aging regarding the subgrant shall take place between the Subrecipient and individuals specified by the State Unit on Aging in writing. Communication about the subgrant between Subrecipient and individuals not designated as points of contact by the State Unit on Aging is strictly forbidden.

17.24 EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The subgrant may be terminated as follows:

A. The State Unit on Aging and the Subrecipient, by mutual written agreement, may terminate the subgrant at any time.

The State, in its sole discretion, may terminate the subgrant for any reason upon thirty (30) calendar days' written notice to the Subrecipient. Such termination shall not relieve the Subrecipient of warranty or other service obligations incurred under the terms of the subgrant. In the event of cancellation the Subrecipient shall be entitled to payment, determined on a pro-rata basis, for products or services satisfactorily performed or provided. The State Unit on Aging may terminate the subgrant immediately for the following reasons: if directed to do so by statute;

A. Subrecipient has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

B. trustee or receiver of the Subrecipient or of any substantial part of the Subrecipient's assets has been appointed by a court;

C. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subgrant by its Subrecipient, its employees, officers, directors, or shareholders;

D. an involuntary proceeding has been commenced by any party against the Subrecipient under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; (ii) the Subrecipient has consented, either expressly or by operation of law, to the entry of an order for relief; or, (iii) the Subrecipient has been decreed or adjudged a debtor;

E. a voluntary petition has been filed by the Subrecipient under any of the chapters of Title 11 of the United States Code;

F. Subrecipient intentionally discloses confidential information;

G. Subrecipient has or announces it will discontinue support of the requirements;

- H. second or subsequent documented “subrecipient performance report” form deemed acceptable by the Department of Health and Human Services ,Division of Medicaid State Unit on Aging ; or,
- I. Subrecipient engaged in collusion or actions which could have provided Subrecipient an unfair advantage in obtaining the subgrant.

17.25 FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>BJP</i>			

The State Unit on Aging may terminate the subgrant, in whole or in part, in the event funding is no longer available. The State’s obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon State Unit on Aging and/or Federal appropriation of funds for the subgrant. Should said funds not be appropriated, the State Unit on Aging may terminate the subgrant with respect to those payments for the fiscal years for which such funds are not appropriated. The State Unit on Aging will give the Subrecipient written notice thirty (30) calendar days prior to the effective date of any termination and advise the Subrecipient of the location (address and room number) of any related equipment. All obligations of the State Unit on Aging to make payments after the termination date will cease and all interest of the State Unit on Aging in any related equipment will terminate. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Subrecipient be paid for a loss of anticipated profit.

17.26 BREACH BY SUBRECIPIENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>BJP</i>			

A. The State Unit on Aging may terminate the subgrant, in whole or in part, if the Subrecipient fails to perform its obligations under the subgrant in a timely and proper manner. The State Unit on Aging may, by providing a written notice of default to the Subrecipient, allow the Subrecipient to cure a failure or breach of the subgrant within a period of thirty (30) calendar days (or longer at State’s discretion, considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return-Receipt Requested, or in person with proof of delivery. Allowing the Subrecipient time to cure a failure or breach of the subgrant does not waive the State’s right to immediately terminate the subgrant for the same or any different subgrant breach(es) which may occur at a different time. In case of default of the Subrecipient, the State Unit on Aging may subgrant the service from other sources and hold the Subrecipient responsible for any excess cost occasioned thereby.

17.27 ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

If any document or requirement required pursuant to the subgrant does not fulfill the requirements of the Request for Proposal or resulting subgrant, upon written notice from the State, the Subrecipient shall deliver assurances in the form of additional Subrecipient resources at no additional cost to the project in order to complete the requirement, and to ensure that other project schedules will not be adversely affected.

17.28 ADMINISTRATION – SUBGRANT CLOSE OUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

1. Upon completion or notice of termination of this subgrant, the following procedures shall apply for close-out of the subgrant:

- a. The Subrecipient will not incur new obligations after the termination or completion of the subgrant, and shall cancel as many outstanding obligations as possible. The State Unit on Aging shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.
- b. Subrecipient shall immediately return to the State Unit on Aging any unobligated balance of cash advanced or shall manage such balance in accordance with the State's instructions.
- c. Within a maximum of ninety (90) days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. The State Unit on Aging reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
- d. The State Unit on Aging shall make any necessary adjustments upward or downward in the federal share of costs.
- e. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subgrant activities and operations with the objective of preventing disruption of services.
- f. Close-out of this subgrant shall not affect the retention period for, or state or federal rights of access to, Subrecipient's records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subgrant. If no final audit is conducted prior to close-out, the State Unit on Aging reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

17.29 PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. In the event that the Subrecipient fails to perform any substantial obligation under the subgrant, the State Unit on Aging may withhold all monies due and payable to the subrecipient, without penalty, until such failure is cured or otherwise adjudicated.

17.30 FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the subgrant 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 the subgrant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State Unit on Aging may grant relief from performance of the subgrant if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain release based on a Force Majeure Event, the Subrecipient shall file a written request for such relief with the Department of Health and Human Services, Division of Medicaid Long-Term Care State Unit on Aging. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the subgrant.

17.31 PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

State will render payment to Subrecipient when the terms and conditions of the subgrant and specifications have been satisfactorily completed on the part of the Subrecipient as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State Unit on Aging may require the Subrecipient to accept payment by electronic means such as ACH deposit. In no event shall the State Unit on Aging be responsible or liable to pay for any services provided by the Subrecipient prior to the Effective Date, and the Subrecipient hereby waives any claim or cause of action for any such services.

17.32 INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. Invoices for payments must be submitted by the Subrecipient to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Subrecipient's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State Unit on Aging with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State Unit on Aging as an amendment to the subgrant.

B. Cost reimbursable payments are to be made in general accordance with the categories and criteria as set forth in this RFGP and grant. Subrecipient shall submit monthly payment requests in accordance with the following billing requirements:

C. Requests for Funds (Exhibit 2) and the Monthly Financial Summary (Exhibit 1) shall be submitted on a monthly basis to the attention of:

State Unit on Aging
 Department of Health & Human Services
 P.O. Box 95026
 Lincoln, NE-68509-5026
DHHS.aging@nebraska.gov

17.33 RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subgrant shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation, or other action are resolved to the satisfaction of the State. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. The State Unit on Aging reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a

timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

B. The Subrecipient shall provide the State Unit on Aging any and all written communications received by the Subrecipient from an auditor related to Subrecipient’s internal controls over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 Communicating Internal Control related Matters Identified in an Audit and SAS 114 The Auditor’s Communication with Those Charged With Governance. The Subrecipient agrees to provide the State Unit on Aging 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 the State Unit on Aging at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that the State Unit on Aging has received a copy.

C. The Subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If a 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.

D. In addition to, and in no way in limitation of any obligation in this subgrant, the Subrecipient shall be liable for audit exceptions, and shall return to the State Unit on Aging all payments made under this subgrant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the State.

E. The Subrecipient shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local, and Indian Tribe Governments; A-21 for Colleges and Universities; A-122 for Non-Profit Organizations or 2 CFR §200 et al. Federal audit requirements are dependent on the total amount of federal funds expended by the Subrecipient. Audits must be prepared and issued by a licensed independent certified public accountant. A copy of the annual audit shall be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

17.34 TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
			

A. The State Unit on Aging is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Subrecipient’s equipment which may be installed in a state-owned facility is the responsibility of the Subrecipient.

17.35 INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. Final inspection and approval of all work required under the subgrant shall be performed by the designated State Unit on Aging officials. The State Unit on Aging and/or its authorized representatives shall have the right to enter any premises where the Subrecipient or contractor or second tier award agreement entity duties under the subgrant are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

17.36 CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The State Unit on Aging may, upon the written agreement of Subrecipient, make changes to the subgrant within the general scope of the RFGP. The State Unit on Aging may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Subrecipient to make corrections, decrease the quantity of work, or make such other changes as the State Unit on Aging may find necessary or desirable. The Subrecipient shall not claim forfeiture of the subgrant by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Subrecipient shall be determined in accordance with applicable unit prices, if any, or a pro-rated value.

B. Corrections of any deliverable, service, or performance of work required pursuant to the subgrant shall not be deemed a modification. Changes or additions to the subgrant beyond the scope of the RFGP are not permitted.

17.37 SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. If any term or condition of the subgrant is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable 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 the subgrant did not contain the particular provision held to be invalid.

17.38 CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

- a. All materials and information provided by the State Unit on Aging or acquired by the Subrecipient on behalf of the State Unit on Aging shall be regarded as confidential information. All materials and information provided by the State Unit on Aging or acquired by the Subrecipient on behalf of the State Unit on Aging shall be handled in accordance with federal and state law, and ethical standards. The Subrecipient must ensure the confidentiality of such materials or information. Should confidentiality be breached by a Subrecipient; Subrecipient shall notify the State Unit on Aging immediately of the breach and take immediate corrective action.
- b. All Subrecipients must acknowledge Federal 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 Federal funds. Recipients are required to state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. This provision shall survive termination of this subgrant.
- c. It is incumbent upon the Subrecipient to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Subrecipients by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Subrecipient, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, who knowing that disclosure of the specific material is prohibited willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

17.39 PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

- A.** Data contained in the proposal and all documentation provided therein become the property of the State of Nebraska and the data becomes public information upon opening the proposal.
- B.** If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska’s public record statutes.
- C.** All proprietary information the bidder wishes the State Unit on Aging to withhold must be submitted in a sealed package, which is separate from the remainder of the

proposal, and provide supporting documents showing why such documents should be marked proprietary.

D. The separate package must be clearly marked PROPRIETARY on the outside of the package.

E. Bidders may not mark their entire Request for Proposal as proprietary. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public.

F. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)).

In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State’s definition of proprietary information, the State Unit on Aging is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

17.40 PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The subgrant will be determined by the State Unit on Aging and awarded based on legislative appropriation.

17.41 BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The State Unit on Aging will compile the final scores for all parts of each proposal. The award may be granted to the highest-scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State Unit on Aging and submitted by the bidder(s), they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. Bidders should not expect that the State Unit on Aging will request a best and final offer.

17.42 INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

1. GENERAL

a. The Subrecipient agrees to defend, indemnify, hold, and save harmless the State Unit on Aging and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipients, its employees, contractor or second tier award agreement entity, consultants, representatives, and agents, except to the extent such Subrecipient liability is attenuated by any action of the State Unit on Aging which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

a. The Subrecipient agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Subrecipient or its employees, contractor or second tier award agreement entity, consultants, representatives, and agents; provided, however, the State Unit on Aging gives the Subrecipient prompt notice in writing of the claim. The Subrecipient may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

b. If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Subrecipient has indemnified the State, the Subrecipient shall, at the Subrecipient’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State Unit on Aging to eliminate the infringement, or provide the State Unit on Aging with a non-infringing substitute, in any case a result that provides the State Unit on Aging the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Subrecipient, and the State Unit on Aging may invoke the remedies provided under this RFGP.

c. The State Unit on Aging shall own the rights in data resulting from this project or program. The Subrecipient may register a copyright regarding any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subgrant without written consent from the State. The State, Department of Health and Human Services, Division of Medicaid Long-Term Care, State Unit on Aging, and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrightable material for federal or state government purposes. This provision shall survive termination of this subgrant.

3. PERSONNEL

A. the Subrecipient shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, workers’ compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Subrecipient.

17.43 NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. Subrecipient shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/2-201.html>, and ensure that products and/or services provided under the subgrant are in compliance or will comply with the applicable standards. In the event such standards change during the Subrecipient’s performance, the State Unit on Aging may create an amendment to the subgrant to request that the subgrant comply with the changed standard at a cost mutually acceptable to the parties.

17.44 DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The Subrecipient shall have a disaster recovery and back-up plan, of which a copy shall be provided to the State Unit on Aging thirty (30) days after the subgrant start date, which includes but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

17.45 TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. Time is of the essence in this subgrant. The acceptance of late performance with or without objection or reservation by the State Unit on Aging shall not waive any rights of the State Unit on Aging or constitute a waiver of the requirement of timely performance of any obligation(s) on the part of the Subrecipient remaining to be performed.

17.46 RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use, as per Neb. Rev. Stat. §81-15,159.

17.47 DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A-Subrecipient certifies it maintains a drug-free work place environment to ensure worker safety and workplace integrity. Subrecipient agrees to provide a copy of its drug-free workplace policy at any time upon request by the State.

17.48 EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. The Subrecipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of 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 an employee.

B. If the Subrecipient is an individual or sole proprietorship, the following applies:

The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://dhhs.ne.gov/Pages/grants_loans.aspx. The completed United States Attestation Form should be submitted with the Request for Proposal response. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. The Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient may be disqualified or the subgrant terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

17.49 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A. The Subrecipient, by signing this RFGP, certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Subrecipient also agrees to include these requirements in any and all contractor or second tier award agreement entity into which it enters regarding this subgrant. The Subrecipient shall immediately notify the Department if, during the term of this subgrant, Subrecipient becomes debarred. The Department may immediately terminate this subgrant by providing Subrecipient written notice if Subrecipient becomes debarred during the term of this subgrant.

B. Subrecipient, by signature to this RFGP, certifies that Subrecipient has not had a subgrant with the State of Nebraska terminated early by the State of Nebraska. If Subrecipient has had a subgrant terminated early by the State of Nebraska, Subrecipient must provide the subgrant number, along with an explanation of why the subgrant was terminated early. Prior early termination may be cause for rejecting the proposal.

17.50 POLITICAL SUBDIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

The Subrecipient may extend the subgrant to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Subgrant must be met by political sub-divisions. Under no circumstances shall the State Unit on Aging be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

17.51 OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
SGP			

A-If it provides, under the terms of the subgrant and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Subrecipient shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of the subgrant and shall not apply if Subrecipient is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

17.52 LONG-TERM CARE OMBUDSMAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Subrecipient shall comply with the Act. This section shall survive the termination of this contract.

17.53 MANDATORY DISCLOSURES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

The bidder or subrecipient must disclose to the State, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subgrant, in accordance with 2 CFR §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

17.54 BUDGET AND PROGRAMMATIC CHANGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
<i>SGP</i>			

A. The Subrecipient is not permitted to unilaterally reassign funds from one line item to another line item within the approved budget. Budget revision requests shall be submitted in writing to DHHS. Department of Health and Human Services, Division of Medicaid Long-Term Care, State Unit on Aging will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt. The subrecipient shall request DHHS’s approval in writing for any programmatic change(s). Department of Health and Human Services, Division of Medicaid Long-Term Care, State Unit on Aging shall approve or disapprove in whole or in part, in writing, within thirty (30) days of receipt of the request.

17.55 RESEARCH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFGP Response (Initial)	NOTES/COMMENTS:
			

A. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subgrant without the express written consent of Department of Health and Human Services, Division of Medicaid Long-Term Care, State Unit on Aging. 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 subgrant.

APPENDIX F

AOWN/SCNAA acknowledge receipt of RFGP Addendums 1, 2 and 3.

**Agreement
Between and Among
Nebraska Association of Area Agencies on Aging
And
Named Organizations Representing Disability Advocacy
Organizations in Nebraska**

Intent: To collectively support the development, implementation and evaluation of initiatives created to support the Nebraska Aging and Disability Resource Center Pilot (created by Nebraska Legislative Bill 320, 2015).

The purpose of the ADRC Pilot program, using a designated 800 phone number, is to create a statewide program that can offer callers in Nebraska and elsewhere a resource that provides information and referral services for questions posed by those callers.

Inquiries are expected to cover the lifespan and may include, but are not limited to, needs that cover disabilities occurring at any age, developmental or acquired, issues of aging including physical or mental changes and/or concerns and questions of individuals, family members, citizens, or professionals.

The ADRC pilot program is intended to serve as a feasibility study or experimental trial, planned for a period of three months and two years to determine how a program on an expanded scale might work in practice. The outcome of this pilot program will provide the Nebraska Legislature information and data that may lead to further state funding.

This agreement creates a contractual arrangement between the Nebraska Association of Area Agencies on Aging and the following organizations:

- ARC of Nebraska
- Disability Rights Nebraska
- Independence Living – Grand Island
- League of Human Dignity
- Nebraska Statewide Independence Living Council
- Panhandle Independent Living Services
- UNMC Munroe-Meyer Institute

In exchange for technical assistance services from the above listed organizations, the Ne4A will offer equal portions of funding in the following amounts and time frames:

April 1 through June 30, 2016	\$33,550	\$4,792.86 each
July 1, 2016 through June 30, 2017	\$67,101	\$9,585.85 each
July 1, 2017 through June 30, 2018	\$67,101	\$9,585.85 each

Should other organizations be included in this arrangement, a proportional distribution will be approved.

Technical assistance shall mean:

- o Participation in the statewide marketing plan promoting the ADRC through individual organization communication channels (newsletters, adding the ADRC 800 number to e-mail signatures and/or letterhead)
- o Assure accuracy of ADRC website through review and provision of corrections and updates
- o Participate as advisors in semi-annual meetings
- o Proactive engagement, collaboration and participation in the development of the ADRC state plan.
- o Participation in the hiring of options counselors and the coordination specialist.
- o Provide training information for staff members as needed and appropriate.
- o Participate in broad stakeholders meetings.

This agreement shall be approved by the participating organizations as per signatures below.

ARC of Nebraska  Date 12/2/15

Disability Rights Nebraska _____ Date _____

Independence Rising – Grand Island _____ Date _____

League of Human Dignity _____ Date _____

Nebraska Statewide Independence Living Council
_____ Date _____

Panhandle Independence Living Center
_____ Date _____

UNMC Munroe-Meyer Institute
_____ Date _____

Nebraska Association of Area Agencies on Aging
 Date 12/02/2015

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ARC of Nebraska _____ Date _____

Disability Rights Nebraska _____ Date _____

Independence Rising – Grand Island Joni Thomas Date 12-2-15

League of Human Dignity _____ Date _____

Nebraska Statewide Independence Living Council

_____ Date _____

Panhandle Independence Living Center

_____ Date _____

UNMC Munroe-Meyer Institute

_____ Date _____

Nebraska Association of Area Agencies on Aging

Greg R. Bunz _____ Date 12/02/2015

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ARC of Nebraska _____ Date _____

Disability Rights Nebraska _____ Date _____

Independence Rising – Grand Island _____ Date _____

League of Human Dignity Michael Choy _____ Date 12/12/2015

Nebraska Statewide Independence Living Council

_____ Date _____

Panhandle Independence Living Center

_____ Date _____

UNMC Munroe-Meyer Institute

_____ Date _____

Nebraska Association of Area Agencies on Aging

Greg R. Brunz _____ Date 12/02/2015