

Midland Area Agency on Aging

2727 West 2nd, Suite 440

Hastings, Nebraska 68902-0905

Ph: 402-463-4565

Section I: Supplemental Documentation

July 1, 2019 – June 30, 2023

Assurances

The Area Agency on Aging assures and certifies, with respect to this area plan that it will comply with all applicable federal and state regulations or laws as they relate to this application. It will also comply with all of the following pages of assurances and certifications. Signing of the signature page and initialing and dating each page of the assurances indicates acceptance of these assurances and certifications.

Assurances required by the Older Americans Act of 1965, as reauthorized in 2016

The Area Agency on Aging agrees that it shall:

Sec. 306, AREA PLANS

SEC. 306. (a) Each area agency on aging designated under section 305(a)(2)(A) shall, in order to be approved by the State agency, prepare and develop an area plan for a planning and service area for a two-, three-, or four-year period determined by the State agency, with such annual adjustments as may be necessary. Each such plan shall be based upon a uniform format for area plans within the State prepared in accordance with section 307(a)(1). Each such plan shall—

(1) provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for the establishment, maintenance, modernization, or construction of multipurpose senior centers (including a plan to use the skills and services of older individuals in paid and unpaid work, including multigenerational and older individual to older individual work), within the planning and service area covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older individuals with low incomes residing in such area, the number of older individuals who have greatest economic need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, the number of older individuals who have greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, 10 and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community), evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or multipurpose senior centers in such area, for the provision of such services or centers to meet such need;

(2) provide assurances that an adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services—

(A) services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under

part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services);

(B) in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

(C) legal assistance; and assurances that the area agency on aging will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

(3)(A) designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers (including multipurpose senior centers operated by organizations referred to in paragraph (6)(C)) as such focal point; and

(B) specify, in grants, contracts, and agreements implementing the plan, the identity of each focal point so designated;

(4)(A)(i)(I) provide assurances that the area agency on aging will—

(aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;

(bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and

(II) include proposed methods to achieve the objectives described in items (aa) and (bb) of subclause (I);

(ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such provider will—

(I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;

(II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

(III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area; and

(iii) with respect to the fiscal year preceding the fiscal year for which such plan is prepared—

(6) provide that the area agency on aging will—

(A) take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan;

(B) serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will affect older individuals;

(C)(i) where possible, enter into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families;

(ii) if possible regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that—

(I) were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or

(II) came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirements under section 676B of the Community Services Block Grant Act; and

(iii) make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings;

(D) establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this Act, family caregivers of such individuals, representatives of older individuals, service providers, representatives of the business community, local elected officials, providers of veterans' health care (if appropriate), and the general public, to advise continuously the area agency on aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan;

(E) establish effective and efficient procedures for coordination of—

- (I) identify the number of low-income minority older individuals in the planning and service area;
 - (II) describe the methods used to satisfy the service needs of such minority older individuals; and
 - (III) provide information on the extent to which the area agency on aging met the objectives described in clause (i);
- (B) provide assurances that the area agency on aging will use outreach efforts that will—
- (i) identify individuals eligible for assistance under this Act, with special emphasis on—
 - (I) older individuals residing in rural areas;
 - (II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - (IV) older individuals with severe disabilities;
 - (V) older individuals with limited English proficiency;
 - (VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
 - (VII) older individuals at risk for institutional placement; and
 - (ii) inform the older individuals referred to in subclauses (I) through (VI) of clause (i), and the caretakers of such individuals, of the availability of such assistance; and
- (C) contain an assurance that the area agency on aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas;
- (5) provide assurances that the area agency on aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities;

- (i) entities conducting programs that receive assistance under this Act within the planning and service area served by the agency; and
 - (ii) entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b), within the area;
- (F) in coordination with the State agency and with the State agency responsible for mental and behavioral health services, increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental and behavioral health services (including mental health screenings) provided with funds expended by the area agency on aging with mental and behavioral health services provided by community health centers and by other public agencies and nonprofit private organizations;
- (G) if there is a significant population of older individuals who are Indians in the planning and service area of the area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act; and
- (H) in coordination with the State agency and with the State agency responsible for elder abuse prevention services, increase public awareness of elder abuse, neglect, and exploitation, and remove barriers to education, prevention, investigation, and treatment of elder abuse, neglect, and exploitation, as appropriate;
- (7) provide that the area agency on aging shall, consistent with this section, facilitate the area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, by—
- (A) collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;
 - (B) conducting analyses and making recommendations with respect to strategies for modifying the local system of long-term care to better—
 - (i) respond to the needs and preferences of older individuals and family caregivers;
 - (ii) facilitate the provision, by service providers, of long-term care in home and community-based settings; and
 - (iii) target services to older individuals at risk for institutional placement, to permit such individuals to remain in home and community-based settings;
 - (C) implementing, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about and making

behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and

(D) providing for the availability and distribution (through public education campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to—

(i) the need to plan in advance for long-term care; and

(ii) the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources;

(8) provide that case management services provided under this title through the area agency on aging will—

(A) not duplicate case management services provided through other Federal and State programs;

(B) be coordinated with services described in subparagraph (A); and

(C) be provided by a public agency or a nonprofit private agency that—

(i) gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the area agency on aging;

(ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;

(iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or

(iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii);

(9) provide assurances that the area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2000 in carrying out such a program under this title;

(10) provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title;

(11) provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as "older Native Americans"), including—

(A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;

(B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and

(C) an assurance that the area agency on aging will make services under the area plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans; and

(12) provide that the area agency on aging will establish procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b) within the planning and service area.

(13) provide assurances that the area agency on aging will—

(A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;

(B) disclose to the Assistant Secretary and the State agency—

(i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship;

(C) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;

(D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship; and

(E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

(14) provide assurances that preference in receiving services under this title will not be given by the area agency on aging to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

(15) provide assurances that funds received under this title will be used—

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212;

(16) provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care; and

(17) include information detailing how the area agency on aging will coordinate activities, and develop long-range emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

(b)(1) An area agency on aging may include in the area plan an assessment of how prepared the area agency on aging and service providers in the planning and service area are for any anticipated change in the number of older individuals during the 10-year period following the fiscal year for which the plan is submitted.

(2) Such assessment may include—

(A) the projected change in the number of older individuals in the planning and service area;

(B) an analysis of how such change may affect such individuals, including individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural areas, and older individuals with limited English proficiency;

(C) an analysis of how the programs, policies, and services provided by such area agency can be improved, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the planning and service area; and

(D) an analysis of how the change in the number of individuals age 85 and older in the planning and service area is expected to affect the need for supportive services.

(3) An area agency on aging, in cooperation with government officials, State agencies, tribal organizations, or local entities, may make recommendations to government officials in the planning and service area and the State, on actions determined by the area agency to build the capacity in the planning and service area to meet the needs of older individuals for—

(A) health and human services;

(B) land use;

(C) housing;

(D) transportation;

(E) public safety;

(F) workforce and economic development;

(G) recreation;

(H) education;

(I) civic engagement;

(J) emergency preparedness;

(K) protection from elder abuse, neglect, and exploitation; and

(L) any other service as determined by such agency.

(c) Each State, in approving area agency on aging plans under this section, shall waive the requirement described in paragraph (2) of subsection (a) for any category of services described in such paragraph if the area agency on aging demonstrates to the State agency that services being furnished for such category in the area are sufficient to meet the need for such services in such area and had conducted a timely public hearing upon request.

(d)(1) Subject to regulations prescribed by the Assistant Secretary, an area agency on aging designated under section 305(a)(2)(A) or, in areas of a State where no such agency has been designated, the State agency, may enter into agreement with agencies administering programs under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act for the purpose of developing and implementing plans for meeting the common need for transportation services of individuals receiving benefits under such Acts and older individuals participating in programs authorized by this title.

(2) In accordance with an agreement entered into under paragraph (1), funds appropriated under this title may be used to purchase transportation services for older individuals and may be pooled with funds made available for the provision of transportation services under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act.

(e) An area agency on aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.

(f)(1) If the head of a State agency finds that an area agency on aging has failed to comply with Federal or State laws, including the area plan requirements of this section, regulations, or policies, the State may withhold a portion of the funds to the area agency on aging available under this title.

(2)(A) The head of a State agency shall not make a final determination withholding funds under paragraph (1) without first affording the area agency on aging due process in accordance with procedures established by the State agency.

(B) At a minimum, such procedures shall include procedures for—

(i) providing notice of an action to withhold funds;

(ii) providing documentation of the need for such action; and

(iii) at the request of the area agency on aging, conducting a public hearing concerning the action. (3)(A) If a State agency withholds the funds, the State agency may use the funds withheld to directly administer programs under this title in the planning and service area served by the area agency on aging for a period not to exceed 180 days, except as provided in subparagraph (B).

(B) If the State agency determines that the area agency on aging has not taken corrective action, or if the State agency does not approve the corrective action, during the 180-day period described in subparagraph (A), the State agency may extend the period for not more than 90 days.

SUBAWARD

BETWEEN

Midland Area Agency on Aging

AND

Hamilton County Senior Services

This subaward is entered into by and between Midland Area Agency on Aging (hereinafter "MAAA"), and **Hamilton County Senior Services** (hereinafter "Subrecipient").

CFDA Title:	93.044 IIIB Supportive Services; 93.045 IIIC1 Congregate Meals; 93.045 IIIC2 Home Delivered Meals	Federal Agency:	Administration on Aging
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Issue Date:	June 20, 2019	This award is not for research and does not include ARRA funds.
Award Date:	June 1, 2019	

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

I. PERIOD OF PERFORMANCE AND TERMINATION

- A. **PERIOD OF PERFORMANCE.** This award is in effect from July 1, 2019 the effective date through June 30, 2020, the completion date.
- B. **TERMINATION.** This subaward may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. MAAA may also terminate this subaward in accord with the provisions designated "FRAUD AND MALFEASANCE," "FUNDING AVAILABILITY," and "REMEDIES FOR NONCOMPLIANCE." In the event either party terminates this subaward, Subrecipient shall provide to MAAA all work in progress, work completed, and materials provided by MAAA in connection with this subaward immediately.

II. AMOUNT OF SUBAWARD

A. TOTAL SUBAWARD. MAAA shall pay Subrecipient a total amount, not to exceed \$ \$89,395 (eighty nine thousand three hundred and ninety five dollars) for the activities specified herein.

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

1. As consistent with all applicable federal statutes, regulations, and policies, MAAA shall reimburse Subrecipient for its actual, allowable, reasonable, and allocable costs based on a per unit rate.
 - C1 – \$4.70 per OAA Qualified Meal not to exceed \$31,189
 - C2 – \$3.00 per OAA Qualified Meal not to exceed \$17,886
 - IIIB – \$20 per hour of Operation not to exceed \$40,320
2. Subrecipient shall submit requests for reimbursement to MAAA on a monthly basis.

C. BUDGET CHANGES.

The Subrecipient is permitted to reassign funds by request at the appropriate revision times. Budget revision requests shall be submitted in writing to MAAA. MAAA will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

D. PAYMENT REQUESTS.

1. All requests for payments submitted by Subrecipient, whether for reimbursement or otherwise, shall contain sufficient detail to support payment.
2. Subrecipient must be able to provide source documentation or other verification of all claimed costs, either provided with its request for payment, or available to MAAA.

III. STATEMENT OF WORK

A. The Subrecipient shall: See Attachment 3

B. MAAA shall: See Attachment 3

C. SUBRECIPIENT FISCAL MONITORING REQUIREMENTS.

1. The Subrecipient agrees to do the following:
 - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
 - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:
 - Subrecipient has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO); Subrecipient's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);

- Subrecipient complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Associate's Degree or three years relevant experience.
 3. The Subrecipient shall immediately notify MAAA, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, MAAA may withhold 10% from all payments due until the noncompliance is corrected.

IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subaward shall be subject to audit at any reasonable time upon the provision of reasonable notice by MAAA. 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 MAAA. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. MAAA reserves and hereby exercises the right to require Subrecipient to submit required financial reports on the accrual basis of accounting. If Subrecipient's records are not normally kept on the accrual basis, Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. Subrecipient shall provide MAAA any and all written communications received by Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 122. The Subrecipient agrees to provide MAAA 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 MAAA at the same time copies are delivered to Subrecipient, in which case Subrecipient agrees to verify that MAAA has received a copy.
3. Subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.
4. In addition to, and in no way in limitation of any obligation in this subaward, Subrecipient shall be liable for audit exceptions, and shall return to MAAA all payments made under this subaward for which an exception has been taken or which has been disallowed because of such an exception, upon demand from MAAA.

B. ACKNOWLEDGEMENT OF FUNDING.

1. As required by United States Department of Health and Human Services (hereinafter "HHS") appropriations acts, all HHS recipients and MAAA Subrecipients of HHS federal awards must acknowledge federal and MAAA 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 and MAAA funds. If the subaward utilizes funds from HHS, Subrecipient is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal and MAAA funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
2. For all publications that result from work under this subaward not included in (1), above, and for any publications supported by a federal agency other than HHS, Subrecipient shall acknowledge the project was supported by the CFDA, name of award, federal agency and MAAA.

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

D. ANTI-DISCRIMINATION. The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this subaward. The Subrecipient shall insert a similar provision into all subawards and subcontracts.

E. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this subaward to any person, firm, or corporation without prior written consent of MAAA. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this subaward.

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

G. CLEAN AIR ACT. If the value of this subaward exceeds \$150,000, Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.).

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

I. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this subaward, either independently or through MAAA, shall be held in the strictest confidence and shall be released to no one other than MAAA without the prior written

authorization of MAAA, provided that contrary subaward provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- J. CONFLICTS OF INTEREST. In the performance of this subaward, Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. Subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify MAAA in writing of any such instances encountered.
- K. DATA OWNERSHIP AND COPYRIGHT.
1. Except as otherwise provided in the Federal Notice of Award, MAAA shall own the rights in data resulting from this project or program. As consistent with federal law, Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subaward without written consent from MAAA.
 2. MAAA 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 subaward.
- L. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. The Subrecipient certifies that it is registered with the System of Award Management (SAM) (<https://www.sam.gov>), in good standing, and that the entity will maintain annual certification in accordance with Federal Acquisition Regulations. Failure to comply with this section, including maintaining an active registration and/or good standing with SAM, may result in withholding of payments or immediate termination of the subaward.
- M. DOCUMENTS INCORPORATED BY REFERENCE. All references in this subaward to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by Subrecipient in discharging its obligations under this subaward shall be deemed incorporated by reference and made a part of this subaward with the same force and effect as if set forth in full text, herein.
- N. DRUG-FREE WORKPLACE.
1. If Subrecipient is not an individual under 41 U.S.C. § 8101 et seq., Subrecipient agrees, in accordance with 41 USC §8101 et seq., to maintain a drug-free workplace by: (1) publishing a drug-free workplace statement; (2) establishing a drug-free awareness program; (3) notifying employees as consistent with 41 U.S.C. § 8103(a)(1)(c) and (d); (4) by taking actions concerning employees who are convicted of violating drug statutes in the workplace; (5) notifying MAAA within 10 days after receiving notice of an employee drug conviction; (6) Imposing sanctions against employees as required by 41 U.S.C. § 8104; and (7) in accordance with 2 CFR §182.230, identify all workplaces under its federal awards.
 2. As per 42 U.S.C. § 8103, if Subrecipient is an individual, Subrecipient agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting activity with the subaward.
- O. FEDERAL FINANCIAL ASSISTANCE. The Subrecipient shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Subrecipient certifies that it shall not use direct federal

financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

- P. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING. The Subrecipient shall complete and endorse Subrecipient Information & Audit Requirement Certification, Attachment 1. The Subrecipient certifies the information provided is complete, true, and accurate.
- Q. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this subaward due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this subaward. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this subaward which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this subaward.
- R. FRAUD OR MALFEASANCE. MAAA may immediately terminate this subaward for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subaward by Subrecipient, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- S. FUNDING AVAILABILITY. MAAA may terminate the subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, MAAA may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. MAAA shall give Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall Subrecipient be paid for a loss of anticipated profit.
- T. GRANT CLOSE-OUT. Upon completion or notice of termination of this grant, the following procedures shall apply for close-out of the subaward:
1. The Subrecipient shall not incur new obligations after the termination or completion of the subaward, and shall cancel as many outstanding obligations as possible. MAAA 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.
 2. Subrecipient shall immediately return to MAAA any unobligated balance of cash advanced or shall manage such balance in accordance with MAAA instructions.
 3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by Subrecipient Reporting Requirements. MAAA reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
 4. MAAA shall make any necessary adjustments upward or downward in the federal share of costs.

5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services.
 6. Close-out of this subaward shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subaward. If no final audit is conducted prior to close-out, MAAA 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.
- U. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against MAAA or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.
- V. HOLD HARMLESS.
1. The Subrecipient shall defend, indemnify, hold, and save harmless MAAA 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 MAAA, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of MAAA that directly and proximately contributed to the claims.
 2. MAAA' liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. MAAA does not assume liability for the action of its subrecipients.
- W. HUMAN TRAFFICKING PROVISIONS. Subrecipient shall comply and be subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement is found at: <http://www.acf.hhs.gov/grants/award-termand-condition-for-trafficking-in-persons>
- X. INDEPENDENT ENTITY. Subrecipient is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of MAAA. The Subrecipient shall employ and direct such personnel, as it requires, to perform its obligations under this subaward, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this subaward.
- Y. INTEGRATION. This written subaward represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this subaward.
- Z. LOBBYING.

- a. Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
- b. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subaward, Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

AA. MANDATORY DISCLOSURES. The Subrecipient must disclose to MAAA, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward in accordance with 2 CFR § 200.113 and 45 CFR § 75.113, as applicable. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338 and 45 CFR § 75.371, as applicable, including suspension or debarment. (See also 2 CFR § 180 et seq. and 31 U.S.C. § 3321).

BB. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Subrecipient acknowledges that Nebraska law requires MAAA to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at: http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

CC. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

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

DD. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States

Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If Subrecipient indicates on such attestation form that he or she is a qualified alien, Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Subrecipient understands and agrees that lawful presence in the United States is required and Subrecipient may be disqualified or the subaward terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

EE. NOTICE OF STATE-DESIGNATED CLUSTER OF PROGRAMS. Pursuant to 2 CFR § 200.331, this provision provides notice that MAAA has designated the Public Health Emergency Preparedness /Hospital Preparedness Program grants (CFDAs 93.069 & 93.889, under 93.074) as a Cluster of programs (see 2 CFR § 200.17). For auditing purposes, and as set forth in 2 CFR § 200.518, a Cluster of programs must be considered as one program for Major program determinations.

FF. PAYMENT OF COSTS AND AUDIT REQUIREMENTS.

1. All payments made under this subaward must be consistent with 2 CFR § 200 et seq. and any other regulations for the federal funding source, as applicable, including but not limited to 45 CFR § 75 et seq. and 45 CFR § 95 et seq. The Subrecipient shall ensure all costs requested under this subaward are actual, and meet all federal allowability, allocability, and reasonableness requirements for the funds involved, including but not limited to all requirements for allowability under 2 CFR §§ 200.400 through 475 and 45 CFR §§ 75.400 through 477.
2. The Subrecipient shall follow all federal audit requirements, including but not limited to those in 2 CFR § 200 Subpart F. (See Attachment 1, Audit Requirement Certification.) Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

PROGRAMMATIC CHANGES. The Subrecipient shall request in writing to MAAA for approval of programmatic changes. MAAA shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

GG. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of MAAA under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this subaward. This clause shall not apply to subawards between MAAA and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

HH. REMEDIES FOR NON-COMPLIANCE. As consistent with applicable law, MAAA may, if Subrecipient fails to comply with federal statutes, regulations, or the terms and conditions of the subaward:

1. Impose any of the specific conditions listed in 45 CFR § 75.207 or 2 CFR § 200.207, as applicable;
2. Temporarily withhold any payments pending the correction of the deficiency by Subrecipient;
3. Disallow all or part of the cost of the activity or action not in compliance;
4. Wholly or partly suspend or terminate this subaward;
5. Recommend suspension or debarment proceedings be initiated by the federal funding agency; and
6. Take any other remedies that may be legally available.

If MAAA imposes items 3, 4, or 6, above, MAAA may withhold future payments or seek repayment to recoup costs paid by MAAA.

For any of the above actions, MAAA may, in its sole discretion and considering the gravity and nature of the noncompliance, allow Subrecipient to correct a failure or breach of subaward within a period of thirty (30) days or longer ("cure period"). If MAAA provides a cure period, it shall provide notice, which shall be delivered by Certified Mail, Return Receipt Requested, or in-person with proof of delivery. Allowing Subrecipient a cure period to correct a failure to comply does not waive MAAA' right to take other action listed above for the same or different failure to comply that may occur at a different time.

Nothing in this provision shall preclude the pursuit of other remedies as allowed by law.

- II. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subaward without the express written consent of MAAA. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this subaward.
- JJ. SEVERABILITY. If any term or condition of this subaward is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this subaward did not contain the particular provision held to be invalid.
- KK. SMOKE FREE. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing, Subrecipient certifies that Subrecipient will comply with the requirements of the Act and will not

allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- LL. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subaward or subcontract any portion of this award without prior written consent of MAAA. In subcontracting or subawarding any portions of this subaward, Subrecipient shall follow 2 CFR § 200.300 through 200.345, and 45 CFR § 75.300 through § 75.345, as applicable. The Subrecipient shall ensure that all subcontractors and subrecipients comply with all requirements of this subaward and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- MM. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this subaward, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this subaward.
- NN. TIME IS OF THE ESSENCE. Time is of the essence in this subaward. The acceptance of late performance with or without objection or reservation by MAAA shall not waive any rights of MAAA nor constitute a waiver of the requirement of timely performance of any obligations on the part of Subrecipient remaining.
- OO. WHISTLEBLOWER PROTECTIONS. The Subrecipient shall comply with the provisions of 41 U.S.C. § 4712, which states an employee of a contractor, subcontractor, grantee, or subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
1. The Subrecipient's employees are encouraged to report fraud, waste, and abuse. The Subrecipient shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 2. The Subrecipient shall include this requirement in any agreement made with a subcontractor or subrecipient.
- PP. NOTICES. Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Subrecipient reporting under the subaward shall be sent to MAAA at the address below. Written notices regarding termination of this subaward or breach of this subaward shall be sent to MAAA at the following addresses:

FOR MAAA:
Midland Area Agency on Aging
Attn: Executive Director
2727 W 2nd St Suite 440
Hastings, NE 68901
402-463-4565

FOR SUBRECIPIENT:
Jenny Friesen
Hamilton County Senior Services
1205 11th St
Aurora, NE 68818
402-694-2176

V. BUSINESS ASSOCIATE PROVISIONS

- A. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this subaward, shall mean Subrecipient.
- B. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this subaward, shall mean MAAA.
- C. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- D. Other Terms. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- E. The Subrecipient shall do the following:
1. Not use or disclose protected health information other than as permitted or required by this subaward, consistent with MAAA’ minimum necessary policies and procedures, or as required by law.
 2. Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the subaward and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 3. Report to MAAA, within fifteen (15) days, any use or disclosure of protected health information not provided for by this subaward of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Subrecipient shall, as instructed by MAAA, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of protected health information pursuant to the conditions of this subaward through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the MAAA. Subrecipient shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.
 4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Subrecipient agree to the same restrictions, conditions, and requirements that apply to the Subrecipient with respect to such information;
 5. Within fifteen (15) days:
 - a. Make available protected health information in a designated record set to MAAA as necessary to satisfy MAAA’ obligations under 45 CFR 164.524;

- b. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by MAAA pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy MAAA' obligations under 45 CFR 164.526;
 - c. Maintain and make available the information required to provide an accounting of disclosures to MAAA as necessary to satisfy MAAA' obligations under 45 CFR 164.528;
- 6. To the extent Subrecipient is to carry out one or more of MAAA' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to MAAA in the performance of such obligation(s); and
 - 7. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

F. The Subrecipient is permitted to use and disclose protected health information:

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

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

IN WITNESS THEREOF, the parties have duly executed this subaward hereto, and acknowledge that the individual signing below has authority to legally bind the party to this subaward.

FOR MAAA:

FOR SUBRECIPIENT:

Name
Title

Name
Title

DATE: _____

DATE: _____

Hamilton County Senior Services

STATEMENT OF WORK

Subrecipient is hereby retained and appointed by Midlands Area Agency on Aging (MAAA) to provide supportive services programs III B, III C1, and III C2 as a part of the Older Americans Act for the elderly in Hamilton County which is within the Midland Area Agency on Aging service area.

1. ELIGIBILITY.

A. III B Supportive Services: Only participants that are 60 years of age or older are eligible.

B. III C1 Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse of a participating 60+ person.
3. A disabled person as defined in OAA sec. 102 (8) (9) under age 60 who resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided.
4. A disabled individual who resides at home with and accompanies an older adult eligible under OAA.
5. Guest Meal Participants: All congregate meal guests without a meal card will have to sign in and provide their name and date of birth. If MAAA receives a guest request on the meal count without this information the center will not be reimbursed for the meal nor the NSIP.

C. III C2 Home Delivered meals:

1. Any person aged 60 that is frail, homebound by reason of illness or incapacitating disability as defined in OAA Sec. 102 (8) (9), or otherwise isolated, shall be given priority.
2. A spouse of a person in #1 above, regardless of age or condition, may receive a home delivered meal if the MAAA criteria can conclude that it is in the best interest of the homebound person.
3. A disabled individual that resides at home with an older individual eligible under the OAA.

D. III E Caregiver meals (home delivered meals):

1. If the caregiver is an under 60 spouse, the meal for the caregiver is on a suggested contribution and becomes under 60 eligible (Home delivered Assessment and demographic forms must be filled out).
2. If the caregiver is under 60 other than a spouse, the meal for the caregiver is for the full price of the meal and is considered a guest meal.
3. Guest Meal Participants: All meal guests without a meal card will have to sign in and provide their name and date of birth. If MAAA receives a guest request on the meal count without this information the center will not be reimbursed for the meal nor the NSIP.

2. DEFINITIONS of III B SUPPORTIVE SERVICES:

A. Nutrition Education:

Program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information (as it relates to nutrition). Presentation in a group setting overseen by a registered dietitian or individual of comparable expertise. MAAA will provide at least one presentation per fiscal year; Subrecipient will be responsible to meet the other required sessions and budgeted numbers of participants. Counted by the person.

B. Information and Assistance:

Provides individuals with information on services available within the community, this includes any SHIP and Medicare Part D activities. Links individuals to the services and opportunities that are available within the community. To the maximum extent practicable, establishes adequate follow-up procedures. Must be a one on one contact.

Examples of I & A are: referrals to SHIP, helping with Medicare Part D activities as a SHIP volunteer, referrals to Care Management, Legal Aid, call from a potential client or client family to learn more about the home delivered meal program, etc. **Do Not** count calls that are considered “a part of doing business”, such as asking for a meal, for transportation to the center by a center participant, requests for the menu or newsletter, etc.

C. Outreach:

Intervention with individuals initiated by an MAAA or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits. Must be a one-on-one contact. Can be done by center board, staff, center participants, or volunteers. *Do Not* count a group activity involving *potential clients* unless a one-on-one contact occurred. Circulation of a publication is *not* an outreach contact. Generic invitations are *not* outreach contacts

D. Health Clinic:

Services provided by a licensed health care professional that are designed to identify, prevent or treat a physical or mental health problem. Service must include individualized health intervention provided by a health professional. Must be in a non-home setting and individualized. Examples are blood pressure checks, foot care, balance test, exercise class led by a trained individual, mental health diagnosis/screening, etc. Counted by the person.

E. Health Education:

Any other related education that does not fall under “Nutrition Education”, (includes Mental Health).

Can be any health related topic that assists with a person’s overall wellbeing and independence. Examples are center manager reading an article from the newspaper on benefits of cinnamon, presentation by a Physical Therapist on improving balance, exercise class done through a video or non-professional leader.

Count by the session.

F. Transportation:

Transportation from one location to another. Example: Tom was asked by center manager to pick up Betsy on his way to the center. Counted by number of one-way trips.

G. Financial Counseling:

Provision of information and presentation of options to assist an older individual to obtain financial services and or benefits. Service includes public benefits counseling and tax assistance counseling. Must be a “one-on-one contact” (one contact may be one person contacted several times to resolve the issue). Examples are: assisting with finding resources for utility assistance, transportation, tax help etc... Counted by the person.

H. Durable Medical Equipment:

Provide equipment to a 60+ individual at no cost or reduced cost that will support independence of the individual.

One contact is a **delivery** of equipment to an eligible participant. Counted by the person.

I. Supportive Services:

Provision of a broad spectrum of services for older persons including the provision of:

- o Health
- o Social
- o Educational Services
- o Enrichment Activities

Provision of facility for:

- o Recreation
- o General information
- o Public information
- o Exercise Class
- o Etc

Counted by the number of center facility hours, manager or qualified person must be available to provide IIIB services. *Include hours when the center front door is unlocked, lights on and assistance for IIIB services are available. Does not include fundraising events*

J. In Home Services: To ensure the wellness of, and ability for, qualifying clients to remain independent in their homes, in-home services (homemaker and chore) are available through MAAA to assist those in need. Refer all potential client and/or providers interested in this service to MAAA and record referral under Information and Assistance in accordance with the service requirements.

3. **MENUS AND MEAL PLANNING.**

A. Menu Planning. Each meal served by Subrecipient must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines. Nutrients that must be considered are protein, calcium, iron, folate, fiber, fat, zinc, magnesium, sodium, vitamin A, vitamin C, vitamin B12, vitamin B6, vitamin k, thiamin, riboflavin, and niacin. Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium. To assure that meals meet the United States Department of Agriculture guidelines for senior nutrition they must be approved by a Registered Dietitian.

B. Menu Approval. Subrecipient must submit 3-month cycle menus to MAAA in a calendar format for approval on a quarterly basis. **All menus must be pre-approved by a Registered Dietitian.** Menus, in a calendar format listing portions of each food item, must be submitted to MAAA on or before the 15th day of June, September, December and March. When the 15th day of the month falls on a Saturday, menus are due the Friday before

- VI. June 15th for July, August & September
 VII. September 15th for October, November & December
 VIII. December 15th for January, February & March
 IX. March 15th for April, May & June

C. Food Substitution. Each meal will be served as originally planned. If the meal cannot be served or is unacceptable to the participants, it must be brought to the attention of the Nutrition Program Coordinator and Registered Dietitian. Food substitutions must be of similar nutritional value and may not reduce or significantly alter the nutritional content of the meal as planned. Food substitutions must receive prior approval by the Nutrition Program Coordinator. Any deviation from the reviewed menu pattern must be documented and filed. Substitutions must be held to a minimum.

D. Special Menu and Therapeutic Diets. Any overly restrictive or multiple restriction diet prescriptions are discouraged. Subrecipient wishing to provide dietary modifications to meet the needs of health, religious or ethnic needs shall do so under the guidance of a Registered Dietitian. Upon request by an eligible meal participant, cultural and ethnic menus may be considered to help encourage targeted groups of older persons to participate in the nutrition program. The Subrecipient may not ask or require participants to absorb the added costs (if any) of having special menus.

E. Meal Pattern.

It is the recommendation of MAAA and the policy of the State of Nebraska that the following factors must be considered when menus are planned.

1. A food identified in one food group category cannot be repeated and counted as a food in another food group category (i.e., a fruit identified as a dessert must not be counted toward the three servings of vegetables/fruits).
2. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing "fruit in season" does not provide enough information to accurately determine the nutritional content of the menu.
3. **There should be no duplicates during any one-week period with the exception of bread, milk products and potatoes.**
4. Menus are required to be approved by a registered dietitian to assure that they meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:
 - Protein – 22 grams per meal
 - Fiber -10 grams per meal
 - Vitamin A – 300 ug per meal
 - Vitamin C – 30 mg per meal
 - Folate – 133 mg per meal
 - Calcium – 400 mg per meal
 - Iron – 3 grams per meal
 - Potassium – 1,566 mg per meal
 - Sodium –1000 mg or less per meal
5. Nutrient content must be met for each menu but the following **minimums** must be served:
 - Main entrée shall be no less than 3 ounces of edible protein.
 - 1 ½ cup of fruit and or vegetables.
 - Two 1 oz servings of bread items –this can be met in the following ways:
 - 1 ½-2 oz high fiber bread roll / bread--- homemade or home baked.
 - bread alternatives (pasta and / or rice) along with 1 oz bread
 - nutrient dense bread desserts along with 1 oz bread

- sandwich item that contains 2 oz bread as 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.

PERFORMANCE ACCOUNTABILITY. MAAA places an emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness and quality. Subrecipients that repeatedly are in non-compliance of performance accountability (raw food, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding. Subrecipient shall be responsible for ensuring that all services follow and comply with all applicable state and federal guidelines.

6. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any MAAA staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each Subrecipient will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.
7. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:
- Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
 - Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
 - Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
 - Use a variety of textures (Example: mashed potatoes and carrot sticks).
 - Two colorful food items will be used in each meal (Example: green beans and peaches).
 - Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
 - Serve fruits, custards, puddings, etc. chilled.
 - Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
 - Use only good quality foods.
 - Serve hot foods at 140 degrees F or above and cold foods at 40 degrees F or below.

The minimum standard of food to be used by the Subrecipient will include:

- Canned fruit and vegetable - USDA Grade A.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better
- Eggs and Dairy Products - USDA Grade A or better. Eggs must be government inspected.
- Salt - iodized.

8. **HOME-DELIVERED MEALS.**

A. Subrecipients which provide home delivered meals must protect the health and safety of the participants, insuring that the hot food is 140 degrees F or hotter, and the cold food is 40

degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If routes are taking longer than 45 minutes due to weather or other conditions, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes. All Home Delivered Meals must be delivered to the meal recipient's personal residence in the presence of the meal recipient.

B. On a biannual basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file.

C. No participant in the home delivered meal program can receive a home delivered meal on a permanent basis without a medical, mental or physical reason. An in-home assessment must be done by senior center staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed in person twice a year on a schedule defined by the Subrecipient and shall receive such meal as set forth in the policy adopted by MAAA. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the Subrecipient.

D. A temporary home-delivered meal may be provided five consecutive days or less without an assessment being completed by the Subrecipient. Temporary meals should be recorded as guests.

E. Any meals provided shall not be discontinued for lack of contributions, change of financial status, or change of funding source (Title XX, Medicaid Waiver, etc). Until requested by client, client's POA, or a disqualifying change in eligibility, the meals should be continued without interruption.

9. **SANITATION AND SAFETY**. Compliance with federal, state, and local fire, health sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety, and welfare applicable to each congregate nutrition center used in the congregate nutrition program is required in all stages of food service operations.

A. Specifically regarding food and food service, the service provider must comply with the Food Service Sanitation Manual, State of Nebraska Department of Health and Human Services, and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. Center must send MAAA a copy of the center's Health Department inspection within 30 days of said inspection. Any critical Health Department findings will be followed up by the MAAA's Nutrition Department.

B. Foods must be properly stored. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below. Check and record these temperatures daily.

C. Foods must be served at 140 degrees F or above or 40 degrees F or below. Foods can only be allowed to remain between 40 degrees and 140 degrees for one hour or less, including preparation, serving and holding.

D. On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file.

- E. The transport equipment, packaging materials, and procedures used by the service provider to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 140 degrees F and cold temperatures at or below 40 degrees F from the time of packing to the time of delivery to the home of the participant with no more than a 4-6 degrees drop in temperature per hour. The transport equipment must be National Sanitation Foundation approved.
- F. Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the center. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.
- G. Bibbed aprons must be worn by all food preparation staff and volunteers.
- H. Hands must be properly washed prior to disposal glove use. Glove usage should be limited to the serving line and set up of home delivered meals.
- I. Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.
- J. Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.
- K. All hair shall be covered by hairnets while working in kitchen, including facial hair. Front, sides, top, and neckline hair that is collar length or longer must also be covered by hair restraints during serving.

10. **NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)**. The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the Subrecipient monthly with no funds being retained by MAAA for this service.

12. **SUPPORTIVE SERVICES TIMES**. The Subrecipient plans to be closed and not offer services on the following holidays:

New Years Day	Martin Luther King Day	President's Day	Memorial Day
Arbor Day	Independence Day	Labor Day	Columbus Day
Thanksgiving	The day after Thanksgiving	Christmas	Veteran's Day

Services shall be made available between the hours of 8:00 a.m. to 4:00 p.m. The Subrecipient shall normally provide supportive services five days per week. Services are normally to be provided Monday through Friday, however, the Subrecipient may choose to close due to inclement weather conditions.

14. **REPORTING**.

A. Financial/ Units of Service Reports: Written reports, as required, must be filed with the MAAA office by the 4th day of each month. When the 4th day of the month falls on a Saturday, written reports are due the Friday before. When the 4th day of the month falls on a Sunday, written reports are due the Monday after. Exceptions may apply due to holidays etc...

B. NAMIS: NAMIS log sheets, as required, must be filed with the MAAA office by the 5th day of each month. Log sheet totals must match the financial/ Units of Service report. Demographic forms must be filled out on all assisted transportation eligible participants. The original demographic form must be sent into the MAAA office and a copy kept in a locked file at the center.

C. Guest Meal Participants: All congregate meal guests without a meal card will have to sign in and provide their name and date of birth. If MAAA receives a guest request on the meal count without this information the center will not be reimbursed for the meal nor the NSIP.

15. ADMINISTRATIVE PROVISIONS.

A. Rules and Regulations. Subrecipient shall comply with all of the rules, regulations and policies of the Federal Administration on Aging, Nebraska Department of Health and Human Services State Unit on Aging, MAAA, and any other federal or state requirements applicable. In addition and not by way of limitation, Subrecipient shall follow the then current MAAA Annual Plan and any proposed changes to that plan must be first submitted in writing to MAAA for review and consideration by the MAAA Board of Directors; if the proposed change is approved by the MAAA board of Directors, such proposed change will be submitted to the State Unit on Aging for consideration and approval.

B. Equipment. All equipment purchased and or repaired with funds resulting from this Agreement, shall remain the property of the Subrecipient as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Agreement. MAAA has the right to remove the equipment and relocate such equipment if Subrecipient ceases to exist, fails to use the equipment or discontinues using the equipment for the benefit of the local senior citizens' program or any other authorized program of MAAA. Purchasing of equipment over the threshold amount, as stated in MAAA General Policy, is to be presented to the MAAA Board of Directors for approval. Any such equipment purchased without the MAAA Board of Directors' approval is subject to disallowance and repayment. EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF MAAA.

C. Information Technology Support. MAAA will provide hardware and software tech support at no charge for the maintenance of Subrecipient's computer systems utilized to provide services under this subgrant (related to OAA activities). Any service/support not necessary for services under this subgrant will be subject to billing for services rendered.

D. Reduction of Funds. In the event that all of the program funds received by the MAAA from the Nebraska Department of Health and Human Services State Unit on Aging are not allocated to MAAA as planned, MAAA has the absolute right to reduce the grant funds to Subrecipient accordingly.

E. Attendance at Trainings. All newly hired center directors, center board members, managers, employees, and volunteers are strongly encouraged to attend MAAA orientation. Cooks and volunteers working in kitchens are required to attend training sessions as requested by MAAA. These trainings are mandatory for key kitchen personnel such as head cooks. MAAA is not responsible for training or educating Subrecipient's staff outside of these provisions.

F. Oversight and Accountability. Subrecipient shall ensure that the Center Director or his/her designee is available during operating hours to ensure proper oversight of all Senior Center operations. It is the duty of the Center Director to be accountable for any and all actions taking place within their organization.

G. Term. The term of this Agreement shall commence from July 1, 2018 through June 30, 2019.

16. **CONTRIBUTIONS.** All Service contributions shall be reported as non-match. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by AOA.

17. **REIMBURSEMENT TO SUBRECIPIENT.**

- A. The reimbursement to the Subrecipient will be based on the Subrecipient's number of Title III B, and III C units of services utilized in each service category. See paragraph 4 Definitions of Supportive Services for definitions of units of service. MAAA agrees to provide a reimbursement amount not to exceed the total budgeted dollar amount in each category of service during the term of this Agreement, unless prior written approval is obtained by the Subrecipient from MAAA.
- B. Reimbursement limits are determined by subtracting the non-matching costs of Title XX, Medicaid, VA, and contributions from the total costs of each program. USDA NSIP funds are included in the reimbursement limit of meal programs.
- C. Reimbursements will be made on the 15th and last day of the month following the month reported on accordance with Treasury regulations 31CFRPart 205. In addition, Subrecipient may receive daily contributions. All such daily contributions for services provided shall remain with the Subrecipient. Should the Subrecipient's program income be less than budgeted, MAAA will not be liable for any shortfall.

18. **SUBGRANT COMPLIANCE AND ENFORCEMENT.**

It is the responsibility of MAAA staff to inform the MAAA Executive Director of any Subrecipient's failure to comply with the terms of this Agreement. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Agreement:

- A. Notification of Non-Compliance of Services Agreement. After it has been determined by MAAA staff that the terms of this Agreement, such as, but not limited to reports, deadlines, etc are not being met, written notification of non-compliance shall be sent to the Subrecipient by MAAA. The notification shall set forth the portion of the Agreement being violated.
 - 1. Suspension. In the event any or all of the violations, as determined above, have occurred, the Executive Director of MAAA shall notify the Subrecipient in stating the reasons for the suspension and any corrective action needed. Funding may continue during suspension at the discretion of the MAAA Governing Board and Executive Director. In the event the violations have not been corrected, the Executive Director of MAAA shall proceed as set forth herein.

2. Termination. Current non-compliance of Agreement will be presented to the MAAA Governing Board for further action, which could result in loss funding during time period of non-compliance and of future funding, as set forth by the Governing Board. Notification of termination will be made in writing to the Subrecipient with explanation of reason for termination and effective date. (MAAA General Policy #10) Subrecipient shall be liable for any and all damages or loss occasioned by the non-compliance.
 3. Grievance Procedure. See section 20 (A); #2 (compliance board)
1. Monitoring Visits. The MAAA Executive Director, Nutrition Coordinator, and Fiscal Staff will hold monitoring visits to evaluate compliance with key areas of this subgrant. Results and recommendations of the monitoring visit will be sent to the Subrecipient within two weeks of the visit. The Subrecipient will have 30 days following the notification date to come into compliance with any recommendations found. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of MAAA shall proceed as set forth herein.
 2. Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of MAAA shall notify the Subrecipient in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by MAAA. In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of MAAA shall proceed as set forth herein.
 3. Notification of Null and Void Agreement. With approval from the Governing Board the Executive Director of MAAA will notify the Subrecipient in writing that said subgrant has been rendered null and void until such time violations are corrected and approved by the MAAA Director of Nutrition, Health and Services. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

19. GRIEVANCE PROCEDURE.

- A. In the event that a dispute arises under this Agreement such dispute shall first be taken to the Executive Director of the MAAA. If said dispute is not settled to the satisfaction of Subrecipient, Subrecipient may then take said dispute to the Governing Board of MAAA. In the event said dispute is still unsettled,

Subrecipient shall have the right to:

1. Public Hearing. A public hearing may be requested by the Subrecipient if they have been notified in writing that they have not complied with the terms and conditions of this Agreement and this Agreement has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of MAAA within 5 days of notification of termination of this Agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Agreement were not violated, then those services provided by Subrecipient after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the MAAA's Governing Board Executive Committee, two other members of the MAAA's Governing Board, two Advisory Board members, and one senior center manager. No member of the Compliance Board may sit on said Board during a review if the violation involves a center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by

the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Agreement and determine if the Subrecipient is in violation of the terms and conditions of said Agreement, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the MAAA's Governing Board, at their next regular meeting, whose decision shall be final.

- B. Emergency Termination. In those instances where the Agreement violation threatens the health, welfare and safety of participants and/or staff of the, Subrecipient an emergency may be declared. After an emergency hearing and determination by the MAAA Governing Board Executive Committee, this Agreement may be declared null and void and all payments to Subrecipient terminated.

20. TERMINATIONS.

Either party may cancel this Agreement during the term of this Agreement, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days' notice provision may be extended, **but not beyond June 30th**, in the event of a grievance procedure on the part of the Subrecipient.

21. INDEMNITY AND INSURANCE.

- A. Hold Harmless Agreement. Subrecipient agrees to indemnify and hold MAAA harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of o Subrecipient or Subrecipient's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.
- B. Insurance Required. Subrecipient hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from MAAA, with reputable insurance companies and, upon request, to furnish MAAA with certificates of insurance properly executed by the insurance company evidencing such fact.

MIDLAND AREA AGENCY ON AGING AGREEMENT

This agreement, made this first day of July 2019 by and between the Village of Guide Rock, Guide Rock, Nebraska, hereinafter referred to as the OWNER and Midland Area Agency on Aging with office at 2727 West 2nd Street, Suite 440, Hastings Nebraska hereinafter referred to as PROJECT.

Whereas, the PROJECT is desirous of using the facility of the OWNER, for the Nutrition Program in Webster County and the OWNER is willing to participate in the program.

Therefore the parties agree as follows:

1. The OWNER agrees to provide its facility for purposes of **preparing/serving food** and supportive service activities to the elderly five days a week, during the hours of 7:00 a.m. to 3:00 p.m.
2. The PROJECTS equipment listed on the attached inventory sheet will be used in the facility. Updated inventories will be completed by the PROJECT. All equipment listed will remain the PROJECT'S property.
3. The PROJECT will be responsible for repair and replacement of all equipment on the inventory sheet.
4. The OWNER and PROJECT will evenly split the cost of any new equipment required to replace the current equipment owned by the OWNER. The OWNER will own that equipment and will be responsible for all of those repairs.
5. For the period of one (1) year from July 1, 2019 to June 30, 2020 the PROJECT will repair equipment belonging to the OWNER while the OWNER is building up a repair fund.
6. The PROJECT shall employ any personnel utilized in the program.
7. The PROJECT staff will be responsible for cleaning the area and other equipment used and other light janitorial duties as appropriate.
8. The OWNER will maintain responsibility of insurance coverage on the facility for loss by fire, windstorm, etc.
9. The PROJECT will maintain responsibility of insurance coverage for staff liability, workman's comp. and for PROJECT owned equipment.
10. In the even an OWNER function or activity requires the use of the facility, the OWNER agrees to notify the Site Manager as soon as possible but not less than 24 hours in advance in which the PROJECT shall make other arrangements.

Other stipulations: Rent will be \$ 423.00 per month towards the cost of utilities.

For the duration of the PROJECTS'S rental of the site for use as a Senior Citizens Meal Program and Center Activities, the following agreement will be understood:

If for any reason Midland Area Agency on Aging should discontinue the use of the facility major appliances owned by the PROJECT will be donated to the OWNER.

The initial term of this agreement shall be from the 1st day of July, 2019 to the 30th day of June, 2020. This agreement shall be automatically renewed for further periods of one year unless either party shall give notice in writing to the other at least 30 days in advance of termination date.

In accordance with the Older Americans Act Title III Sect. 306(4)(A)(ii) the Senior Citizens Meal Program will provide services to the maximum extent feasible to low-income, minority, limited English speaking and older individuals residing in rural areas

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The PROJECT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A Federal immigration verification system means that electronic verification of the work authorization program authorized the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

For the OWNER:

SIGNED: _____

TITLE: _____

DATE: _____

For the PROJECT:

SIGNED: _____

Title: _____

Date: _____

STANDARD LEGAL SERVICES PROVIDER CONTRACT

This contract by and between Midland Area Agency on Aging (MAAA) and Legal Aid of Nebraska located at 209 S. 19th St. Omaha, NE 68102 (hereinafter referred to as "Contractor").

I. GENERAL TERMS

A. Provision of Service:

- a. Legal Assistance – provision of legal advice/ counseling, brief service and representation by an attorney.
- b. Legal Education – provision of education on issues of concern to older individuals.

B. Eligible individual/client: A person 60 years of age or older and in greatest economic or social need within the MAAA service area.

C. Service area: Howard, Merrick, Hall, Hamilton, Adams, Clay, Webster, and Nuckolls Counties

D. Contract Dates: July 1, 2022 – June 30, 2023

E. Contract amount: The maximum dollar amount payable under this contract is \$18,448 subject to actual expenses and availability. \$12,500 is pass through funding from the State Unit on Aging, MAAA provides \$5,948

MAAA and the Contractor therefore enter into the following:

II. SCOPE OF SERVICE

A. This contract provides for a legal assistance program (and includes legal education services).

B. Services will be delivered in the following designated counties:

Howard, Merrick, Hall, Hamilton, Adams, Clay, Webster, and Nuckolls Counties

C. The Contractor will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse and neglect, and age discrimination. (As stated in the Older Americans Act).

D. The Contractor will give priority for legal assistance services to those older individuals who are: rural, in greatest economic or social need, severely disabled, limited in English proficiency, suffering from Alzheimer's disease or related disorders, at risk of institutionalization, at risk of homelessness or at risk of or under guardianship. (Older Americans Act target groups).

- E. All legal services provided will be delivered in a manner which conforms to Legal Services Statewide Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.

III. CONTRACTOR DUTIES

- A. Provide clients in greatest social and economic need legal assistance, legal advice, counseling and representation, in the priority legal issue areas outlined in this contract.
- B. Provide targeting and outreach to identify older individuals eligible for assistance under this contract with special emphasis on individuals who are: rural, in greatest economic or social need, severely disabled, limited in English proficiency, suffering from Alzheimer's disease or related disorders, at risk of institutionalization, at risk of homelessness or at risk of or under guardianship. The outreach will not only identify but will inform these older individuals and their caregivers of the availability of legal assistance under this contract.
- C. Provide legal services in the following descending order of priority:
 - a. Protective Services, including but not limited to abuse, prevention, financial exploitation, defense of guardianship and conservatorship proceedings, durable powers of attorney, and nursing home rights.
 - b. Public benefits, including but not limited to social security, veterans benefits, food stamps, Medicaid (except spousal impoverishment), supplemental security income, and Medicare.
 - c. Housing and essential services, including but not limited to tenant rights, utilities, and public housing.
 - d. Health care, including patient rights, health care powers of attorney, and living wills.
 - e. Debt collection when there is a meritorious defense, when a repayment agreement is possible, or when assets are subject to attachment or garnishment.
 - f. Consumer fraud.
 - g. Spousal impoverishment.
 - h. Dissolution of marriage, where income is affected.
 - i. Wills.
- D. Means testing shall not be used for providing services under this contract. Services shall not be denied to older individuals who do not contribute to the cost of the service.
- E. Not subcontract any interest or obligation arising under this contract without written agreement of MAAA.
- F. Demonstrate to MAAA the capacity to provide legal assistance in the principal language spoken by clients in areas where a significant number of clients do not speak English as their principal language.

- G. Coordinate services with MAAA staff on programs including but not limited to Long Term Care Ombudsman, Senior Medicare Patrol, Caregiver, Nutrition and Medicaid Waiver in developing and utilizing a procedure for case acceptance and referrals.
- H. Submit programmatic and fiscal reports to the MAAA as per an established schedule including the quarterly and annual reports.
- I. Provide community education services to include, speaking engagements, preparation of bulletins and inclusion of articles in the Contractor and MAAA newsletters.
- J. Abide by the Code of Professional Responsibility adopted by the Supreme Court of Nebraska to regulate the practice of law.
- K. Develop and follow a protocol for referral of fee generating cases by referring the client to the Nebraska State Bar, or the Omaha Bar Association.
- L. Work with MAAA to develop a program policy on conflict of interest.
- M. Obtain and keep in force a commercial general liability insurance as well as a professional liability insurance policy.
- N. Attend at least one training annually relevant to the Title III B contract.
- O. Work with MAAA to develop and utilize a method of surveying client satisfaction without breaching client confidentiality.
- P. Work with MAAA to develop and utilize a plan for coordination of services with the Legal Services Corporation.

IV. MAAA Duties

- A. Reimburse the Contractor for services provided under this contract.
- B. Provide the Contractor with forms for reporting units of service and expenditures of services provided under this contract.
- C. Ensure that the attorneys, paralegals and other non-lawyers involved in providing Title III B legal assistance under this contract can demonstrate their expertise in the priority issue areas necessary to provide effective administrative and judicial representation to older persons in social or economic need.
- D. Work with the Contractor to assure that all paralegals/legal assistants who provide client services are supervised directly by an attorney, and that all paralegals/legal assistants adhere

to the Code of Ethics and Professional Responsibility of the National Association of Legal Assistants, Inc.

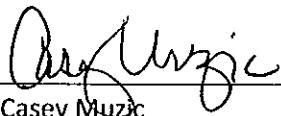
- E. Work with the Contractor to develop local program plans annually for reaching the target populations and addressing the priority issue areas.
- F. Provide to the Contractor copies of written monitoring reports, monitoring checklists and onsite assessment reports pursuant to services under this contract.
- G. MAAA shall not require the Contractor to reveal any information that is protected by attorney client privilege.
- H. MAAA shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of MAAA under this contract.

V. TERMINATION OR SUSPENSION

- A. This contract is contingent upon the availability of funds. In the event funds for this service are not available to MAAA, MAAA may terminate the contract by written notice of 60 working days and no further services or payment for services shall be rendered.
- B. If either the Contractor or MAAA abandons, non-performs, or before completing, discontinues services; or if the commencement or timely completion of the service by either party is rendered improbably, infeasible or illegal, the other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.
- C. Either party may terminate this contract by providing 60 days written notice of the termination to the other party.

IN WITNESS THEREOF, MAAA and Contractor, by and through their authorized officers, have duly executed this contract.

FOR Midlands Area Agency on Aging



Casey Muzic

05/10/2022

DATE

FOR Legal Aid of Nebraska



Milo Mumgaard

May 10, 2022

DATE