

ORIGINAL

City of Lexington

West Central Nebraska Area Agency on Aging

Contract for Fiscal Year 2010

This Contract entered into by and between the City of Lexington, a private non-profit corporation, hereinafter called 'Provider', and the West Central Nebraska Area Agency on Aging, a public inter-governmental agency, hereinafter called 'Agency' for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Lexington Grand Generation Center hereinafter called 'Program'.

WHEREAS, the Agency has been designated by the Nebraska Department of Health and Human Services, Division on Aging as the Agency responsible for the on-going planning, development, coordination, monitoring, evaluation and partial support of a comprehensive, coordinated service system for older persons in the seventeen county Area "J", including Dawson; and

WHEREAS, the Provider has demonstrated an interest and ability to perform as the service provider through its previous contracts with the Agency and/or its operations of other Federal, State, and locally funded programs, and has in existence an advisory council/committee/board comprised for the majority of senior citizens, who review, comment, and advise on the program; and

WHEREAS, the Agency has been awarded funds from the Older Americans' Act for Fiscal year 2010 as specified in its State Approved Area Plan for the support of specified services and activities in PSA "J"; and

WHEREAS, it is agreed and understood by both parties that this contract is dependent upon Federal and State funding and in the event that such funding is decreased or eliminated this contract is null and void.

NOW THEREFORE, the parties to this Contract jointly agree as follows:

SECTION ONE:

The Agency shall provide the Provider the following:

- A. Technical assistance with the planning, establishment, monitoring, and operations of the Center and with other matters affecting and concerning older citizens; and

- B. Payments from the Older Americans' Act and/or Community Aging Services Act based on the fee schedule specified below.

For the first 3,000 units in a fiscal year, payment shall be \$2.12 per unit. For the next 3,000 units in a fiscal year, payment shall be \$1.90. For the next 9,000 units in a fiscal year, payment shall be \$1.75 per unit. For all units above 15,000 in a fiscal year, payment shall be \$1.42 per unit.

0 - 3,000	\$2.12
3,001 - 6,000	\$1.90
6,001 - 15,000	\$1.75
over 15,001	\$1.42

The total meals served in FY 2010 should not exceed 26,704 meals. This converts to \$44,429.68. Any meals served over 26,704 meals in FY 2010 will be reimbursed as funds are available.

- C. Orientation and training of Provider staff and various boards as needed and required as related to this Contract and Program; and
- D. Support and assistance in the coordination of other agencies' and organizations' programs of services with those of the Program.

SECTION TWO:

The Provider shall provide for the Agency the following:

- A. Arrange for the provision of an appropriate, safe, and assessable senior service facility; and
- B. Provide qualified and appropriate staff for the daily management of the Program; and
- C. Provide necessary time and conditions for the training of Program staff, specifically those trainings sponsored by the Agency and are part of the Agency's overall training program; and
- D. Provide necessary local match funds and in-kind services; and
- E. Operate and manage the Program within the spirit and intent of the Principles of Senior Service Center Program Operation appended in Appendix A; and
- F. Provide activities and services as defined in Appendixes B and C; and:
- G. Manage the Contract under the terms and conditions outlined and specified in Appendix C, "Contract Management Conditions". Appendix D, "Special Terms Conditions, and Requirements".

SECTION THREE:

Compliance with Applicable Laws - To administer the Program in accordance with the Older American's Act, as amended, and all applicable Federal Regulations as well as Nebraska Statutes for the Community Aging Services Act (CASA) and to all Federal, State, and local laws, standards, and requirements applicable and related to the services and activities under this Contract.

SECTION FOUR:

Project Funds - Project funds shall be all public grant, allotment, or subsidy revenues of all fees, donations, or generated by said funds and which are received by and for the purpose of the Program services and activities specified and designated in this Contract and its Appendixes whether by appropriation, reimbursement of service, sale of Program crafts and articles, contribution, or donation. Project funds shall be considered public and subject to accounting, review and inspection, and audit of such that individual contributions shall not be open to public inspection as per the confidentiality requirements of the Older Americans' Act as amended.

SECTION FIVE:

USDA Funds - The Older Americans' Act of 1965, as amended, provides for cash-in-lieu of donated foods options as well as the pass through of these funds for the Secretary of Agriculture to the State Unit on Aging to the Agency to the Provider to be used to purchase United States agriculture commodities and other foods for their nutrition projects. Further provision is made for Secretary of Agriculture authority to reduce the cents per meal level as necessary to meet the authorization of appropriations for that fiscal year.

The Department of Agriculture on a monthly basis pays USDA funds. Only after funds are received by the Agency and proper documentation has been received from the Provider shall these funds be paid to Providers. There will be no advance of USDA funds made to the Provider.

SECTION SIX:

Audit and Inspection - Each party shall permit and require its agents and employees to permit the other party's authorized agents, or the agents of the Nebraska Department of Health and Human Services, Division on Aging, to inspect all work, invoices, and other relevant data and records and to audit the books, records and accounts of the Program and those pertaining to this Contract so long as it does not violate the personal privacy of individuals receiving services from the Program. The Agency shall be responsible for acquiring and paying for compliance audit. Additional needs, such as filings of 990's, shall be the responsibility of the Contractor.

SECTION SEVEN:

Claims of Third Parties - The Provider shall indemnify the Agency and hold the Agency harmless from any and all claims of third parties arising from the conduct or the management of the business of the senior service center organization by the Provider, or otherwise arising by reason of any alleged negligence of Provider, Provider's agents or employees.

SECTION EIGHT:

The Agency reserves the right to review and comment on any sub-contracts involving services and funds under this Contract for conformance with the terms and conditions of this Contract.

SECTION NINE:

Breach or Default - In the event of any breach or default by the Provider during the terms of this Contract, the Agency may, in addition to any other remedy or right given by law, give written notification to the Provider of such breach or default thereby forcing the immediate initiation of the dispute resolution procedure set forth at Appendix E. Upon receipt of such notification, the Provider shall if requested by the Agency, immediately surrender to the Agency any Agency funds previously advanced but not yet earned on the date of the receipt of the notification. These funds may be retained and distribution of additional funds may be suspended by the Agency as its option during the course of the dispute resolution procedure.

SECTION TEN:

Severability - If any portion of this Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

SECTION ELEVEN:

Distribution of Assets Upon Termination - Upon termination of this Contract, all monies paid by the parties to the Contract and all property purchased with Project funds and such monies paid by the Parties to the Contract, shall remain the property of the Senior Service Center providing all Federal and State requirements have first been met. If it is determined by the Agency that all Federal and State requirements have not been complied with by the Provider, the Agency may at its option retain title to and take physical possession of all property purchased with Agency funds.

SECTION TWELVE:

Dispute Resolution Procedure - If either Provider or Agency is aggrieved by the performance of the other under this Agreement, the aggrieved party shall exhaust the procedures set forth in Appendix E prior to seeking any other remedy against the other party.

SECTION THIRTEEN:

Term - This Contract upon execution by both parties shall be in full force and effect for the period beginning July 1, 2009 and ending June 30, 2010 unless one party notifies the other in writing sixty (60) days prior to termination of the Contract of its intent to terminate.

SECTION FOURTEEN:

Amendments - Amendments to this Contract may be made by the joint approval of the governing boards of the two parties. Amendments and corrections may be made to the Attachments to this Contract within the limitations and conditions of the foregoing terms as is necessary to carry out the intent and purposes of this Contract.

EXECUTED this _____ day of _____, 2009, by

Attest: _____ West Central Nebraska Area Agency on Aging

Witness _____ Governing Board Chairman

Attest: _____ City of Lexington

Witness _____ Board Chairman

Attachments:

- Appendix A - Principles of Senior Service Center Program Operation
- Appendix B - Senior Program Activities And Services - Definitions, Standards, Requirements And Procedures
- Appendix C - Contract Management Conditions
- Appendix D - Special Terms, Conditions and Requirements
- Appendix E - Dispute Resolution Procedure
- Amendments and Revisions

PRINCIPLES OF SENIOR SERVICE CENTER PROGRAM OPERATION

- I. The Center Program shall be planned and managed to serve the maximum feasible diversity of individual participant interests and needs allowable within the available resources.
- II. The Program Services and Activities shall be designed and managed to strengthen the older citizens' independence and dignity in his/her later years. Programs should take special interest in the needs of minority elderly and those elderly who are low income and in greatest social need.
- III. The Senior Service Center Program Provider shall plan, develop, and establish its Program in a good faith effort to realize the following Guidelines for Practice by the National Institute of Senior Centers:
 - A. Purpose - A senior center shall have a written statement of its purposes consistent with the Senior Center Philosophy and a written statement of its goals based on its purposes and on the needs and interests of older people in its service area. These statements shall be used to govern the character and direction of its operation and program.
 - B. Organization - A senior center shall be organized to create effective relationships among the participants, staff, governing body and the community in order to achieve its purposes and goals.
 - C. Community Relations - A senior center shall form cooperative arrangements with community agencies and organizations in order to serve as a focal point for older people to obtain access to comprehensive services. A center shall be a source of public information, community education, advocacy and opportunities for community involvement of older people.
 - D. Program - A senior center shall provide a broad range of group and individual activities and services designed to respond to the interrelated needs and interests of older people in its service area.
 - E. Administration and Personnel - A senior center shall have clear administrative and personnel policies and procedures that contribute to the effective management of its operation. Qualified, paid and volunteer personnel capable of implementing its program shall staff it.
 - F. Fiscal Management - A senior center shall practice sound fiscal planning, management, and record keeping and reporting.

- G. Records and Reports - A senior center shall keep complete records required to operate, plan and review its program. It shall regularly prepare and circulate reports to inform its board, its participants, staff, sponsors, funders, and the general public about its operation and program.
- H. Facility - A senior center shall make use of appropriate facilities for its program. Such facilities shall be designed, located, constructed or renovated and equipped to promote effective access to and conduct of its program, and to provide for the health, safety and comfort of participants, staff and public.
- I. Evaluation - A senior center shall have adequate arrangements to monitor, evaluate and report on its operation and program.

SENIOR PROGRAM ACTIVITIES AND SERVICES
DEFINITIONS, STANDARDS, REQUIREMENTS AND PROCEDURES

This is an outline of the Senior Center Services Manual to be supplied by the Agency and followed by the Provider.

I. General Requirements

General Program Terms and Definitions
General Health, Safety and Licensure Agreements
Minimum Program Requirements
Activities, Programs and Services
Senior Center Governance

II. Supportive Services

General Information

III. Nutritional Services

IV. Fiscal Requirements

General Reporting Requirements
Fiscal Management and Controls
Accounting for Payroll and Payroll Taxes
Property Management

V. Appendices

Food Service Sanitation Manual
Schedule 75
I-9 Instruction Booklet
Taxonomy of Services
Older American's Act
Community Aging Services Act
Federal Register Part 45 CRF

CONTRACT MANAGEMENT CONDITIONS

- I. Contract Officers. The Contract Officer for the Agency shall be the Executive Director. The Contract Officer for the Provider shall be the Service Director unless indicated otherwise. If you wish an alternative Contract Officer, please indicate

Officers shall be each party's chief staff position in carrying out each respective party's responsibilities under this Contract.

- II. Contract Revisions. The Agency shall be notified of any material changes in the Program content, objectives and work plans.
- III. Contract Performance Monitoring, Review, and Evaluation. In carrying out its responsibilities under the Older Americans' Act to monitor and periodically evaluate the performance of all service providers under Area J's Area Plan, the Agency will make occasional site visits and require routine and special reports to monitor the on-going daily performance and will conduct periodic assessments with written reports to evaluate performance of the Provider and the effectiveness of the Program.
- IV. Project Funds. Project funds shall be defined, recorded, reported, and managed as follows:
- A. Definition. (See Section Four of the Contract)
- B. Record-keeping. In general, the Provider shall establish and maintain such accounting records, systems and procedures as are needed to control and support all fiscal activities under this Contract. The Provider provides for the maintenance and inspection by the Agency of such accounts and supporting documents of Contract and Program related fiscal activities in such form as would provide for an accurate and expeditious determination of the status of the Project funds at any time.

Specifically: Such records to include but not limited to the following:

Program Receipts Journal and supporting documents
Program Expenditures Journal and supporting documents
Program Funds Depository and Investment Ledgers and supporting documents

- C. Reporting. In general, the Provider shall prepare and submit reports of fiscal activities of the Program to the Agency according to the established schedule, in such form, and containing such information as the Agency shall require. The Provider shall maintain the records on file and shall afford reasonable access thereto as the Agency may find necessary to assure correctness and verification of such reports.
- D. Contract Payment and Transmittal. In general, the Provider shall be paid on a monthly basis and only after necessary documentation and reporting has been completed and approved by the Agency, except that the Agency may approve the advance payment of 2/12ths of the reserve amount for facilitating the Provider's available cash balance for performing the terms of the contract.

The Provider shall earn such funds in the following manner:

- 1. Only Title III-C certifiable meals are eligible for payment; and
- 2. These meals must be accompanied by supportive services in the ratio of one unit of supportive service for every three claimed meals; and
- 3. This combination reflects a minimum acceptable level of supportive service; and
- 4. The payment rate for this combination shall be:

0 – 3,000	\$2.12
3,001 – 6000	\$1.90
6,001 – 15,000	\$1.75
over 15,001	\$1.42

E. Audit and Inspection. (See Section Six of Contract)

V. Program Output. Program output shall be defined, recorded, reported and managed as follows:

C. Definition. Program output is the delivery of specific defined units of services and activities delivered by the Provider in performance of the terms of this Contract. Further definitions of specific units are or are to be included in Appendix B.

- D. Record-keeping. In general, the Provider shall establish and maintain such program services and activity records, systems, and procedures as are needed to control and document all program activities and services under this Contract and in accordance with the policies and procedures issued by the Agency. The Provider assures the maintenance, and inspection by the Agency of such records and supporting documents of this Contract and Program related services and activities in such form as will provide for an accurate and expeditious determination of the performed output at any time.
- E. Reporting. In general, the Provider shall prepare and submit Contracted Program services and activities to the Agency according to the established schedule, in such form, and containing such information as the Agency shall require. The Provider shall maintain the records on file and shall afford reasonable access thereto as the Agency may find necessary to assure correctness and verification of such reports.
- F. Audit and Inspection. (See Section Six of Contract)

SPECIAL TERMS, CONDITIONS AND REQUIREMENTS

- IV. Civil Rights Compliance (AoA Form 441 executed and attached as page 2 of this Appendix D)

- V. Insurance And Bonding Recommendations:
 - A. Workman's Compensation

 - B. General Liability -
 - 1. schedule: \$500,000 each occurrence - \$500,000 aggregate
 - 2. for bodily injury - \$100,000 each occurrence
 - 3. \$1,000,000 aggregate for property damage

 - A. Bonding - Blanket bond \$15,000 to cover Director, Bookkeeper, Board Chairman, and Vice-Chairman

 - B. Property Insurance
 - 1. Fire, theft, etc., on equipment
 - 2. Building (if owned)

- A. Product liability

- I. Personnel Administration And Management:
 - A. Personnel Policies. The Provider shall have and maintain a written set of personnel policies.

 - B. Affirmative Action Policy. The Provider shall have established and follow an approved Affirmative Action Policy related to Equal Employment Opportunity.

 - C. Job Descriptions.

 - D. Drug free workplace policy.

- I. Participant Grievance Procedure

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, AND HUMAN SERVICES REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

City of Lexington (hereinafter called the ("Sub-grantee") AGREES HERETO THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L.ES 352) and that all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CPR Part 80) issued pursuant to that title, to the end, that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from West Central Nebraska Area Agency on Aging, a recipient of Federal financial assistance from the Department (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement on this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sub-grantee.

City of Lexington
407 E. 6th St.
Lexington, NE 68850

By _____
Board Chairman

Date _____

DISPUTE RESOLUTION PROCEDURE

If either Provider or Agency is aggrieved by the performance of the other under this Contract, the aggrieved party shall pursue the procedures set forth in this Appendix, before seeking any other solution to the dispute.

- A. The aggrieved party shall seek to resolve its grievance through informal discussion(s), which shall include, at a minimum, an employee of the aggrieved party and the individual(s) whose acts or omissions gave rise to the grievance. All participants in these discussions shall use their best efforts to insure that the discussions fully and constructively explore the issues raised by the aggrieved party.
- B. If the aggrieved party is dissatisfied with the outcome of the process described in paragraph (a) above, it may submit a written statement of its grievance to the (director) of the other party. The (director) or his/her designee shall promptly undertake efforts to resolve the matter fully and constructively, and shall report on the status of those efforts to the aggrieved party within a reasonable time, but in any event within thirty (30) days of receipt of the grievance statement.
- C. If the aggrieved party is dissatisfied with the outcome of the process outlined in paragraph (b), it may submit a written statement of its grievance to the other party's governing board. The aggrieved party may request an opportunity to appear personally before the governing board. The governing board shall hear and consider the matter at its regularly scheduled meeting. It shall promptly inform the aggrieved party of its decision in writing.
- D. If the aggrieved party is dissatisfied with the outcome of the process described in paragraphs (a) - (c) above, and if the default of the other party is "material" as defined in paragraph (e) below, then the aggrieved party may terminate this Contract upon sixty (60) days written notice to the other party.
- E. The Provider shall be in "material default" (1) if it fails to provide timely and adequate services as set forth in this Agreement (2) if it fails to substantially comply with Section Two of this Contract. The Agency shall be in "material default" (1) if it fails to compensate Provider in a timely and adequate manner or (2) if it fails to comply with Section One of this Contract. Either party shall be in "material default" if it unreasonably declines to utilize the grievance procedure described in this Appendix to resolve issues outstanding between it and the other party.

APPROVED AMENDMENTS AND REVISIONS TO THE CONTRACT AND IT'S
APPENDIXES

- I. INSTRUCTIONS: All Agency approved amendments, changes, and revisions are to be noted in the body and appendixes, then numbered, dated and attached hereon for the purpose of maintaining a current, accurate and valid contract document for management and reference purposes. Requests for revision from the Provider to the Agency are to be attached with any resulting amendment, to document the request or need for that change. At least one copy of Agency or joint party approved amendments must be provided by the Agency to the Provider.

Amendment (Revision, Change) Registry

NUMBER	DATE	REFERENCE (To Contract Body or Appendixes)	DESCRIPTION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____