

**West Central Nebraska Area Agency on Aging
Provision of Services to Senior Citizens
Provider Contract 2010 - 2011**

THIS contract is made and entered into this ____ day of _____, 2010 by and between the **WEST CENTRAL AREA AGENCY ON AGING, 115 North Vine Street, North Platte, Nebraska 69101**, an intergovernmental agency serving the Nebraska counties of Arthur, Chase, Dawson, Dundy, Frontier, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Lincoln, Logan, McPherson, Perkins, Red Willow, Thomas and hereinafter called the AGENCY, and the **CITY OF LEXINGTON**, with the following mailing address: **407 East 6th Street, Lexington, Nebraska 68850**, hereinafter called the PROVIDER for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the PROVIDER'S comprehensive, coordinated service system for older persons 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; 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 2011 as specified in its State Approved Area Plan for the support of specified services and activities in the seventeen county area 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. Remit to Provider earned 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. Payments from the Older Americans' Act and/or Community Aging Services Act based on the fee schedule specified below:

0	- 3,000 meal units	\$2.20
3,001	- 6,000 meal units	\$2.10
6,001	- 15,000 meal units	\$1.95
over	15,001 meal units	\$1.55

The total meal units served in FY 2011 should not exceed 25,765. This converts to \$47,135.75. Any meal units served over 25,765 in FY 2011 will be reimbursed as funds are available. 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.

- 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;
- B. Provide qualified and appropriate staff for the daily management of the Program;
- 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;
- E. Operate and manage the Program as outlined in the Senior Center Services Manual supplied to the Provider by the Agency, including compliance with all local, state, and federal laws, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act;

- F. Assure that the monthly fiscal reports will be received by the Agency no later than the fifth (5th) working day of the month; and,
- G. Operate and manage the Program and the facilities utilized in the program in compliance with all local, state, and federal laws and regulations, including, but not limited to the Nebraska Community Aging Services Act and the Federal Older Americans Act.
- H. Record-keeping - The Provider shall establish and maintain such program services, activity and accounting records, systems and procedures as are needed to control and support all program services, activities and fiscal activities under this Contract. The Provider assures the maintenance and inspection by the Agency of such records, accounts and supporting documents of Contract and Program related services, activities and fiscal activities in such form as would provide for an accurate and expeditious determination of the performed output and status of the Project funds at any time.
- I. Reporting - The Provider shall prepare and submit reports of contracted Program services, activities and 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.

SECTION THREE:

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 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 FOUR:

The Older Americans Act Amendments of 2000 (Public Law 106-501) reauthorized the Nutrition Program for the Elderly. This law changed the basis for funding from a per meal reimbursement to a grant based on prior year's meal service. The program's name was changed to the "Nutrition Services Incentive Program" (NSIP).

NSIP funds are to be use for United States agricultural commodities and other food for nutrition projects. OAA Sec. 311 (d)(2) defines food criterion. If a provider chooses to purchase an item that is not a United States grown food such a bananas Non-NSIP funds (such as Title III C or match, etc.) may be used to purchase them.

SECTION FIVE:

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 SIX:

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

SECTION SEVEN:

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 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.

SECTION EIGHT:

Termination - This contract may be terminated at anytime upon mutual written consent by both parties. If the Provider is in default of this contract as determined by the Agency, then, and in that event, the Agency may give the contractor a thirty (30) day notice of termination by regular mail at the Provider's address indicated above, describing the default and the steps necessary to remedy the default, if such remedy is possible. If the default is not remedied within thirty (30) days of the mailing of the notice by the Agency, this contract shall terminate on the 30th day after the notice was sent. This contract shall automatically terminate if the Agency no longer has access to the local, state, or federal funding which supports this contract.

SECTION NINE:

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, shall remain the property of the Provider if 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 and Provider will return any moneys received by Agency which have not been expended.

SECTION TEN:

Term - This Contract upon execution by both parties shall be in full force and effect for the period beginning July 1, 2010 and ending June 30, 2011.

LB 403 Contract Provisions

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor 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 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.

EXECUTED this _____ day of _____, 2010, by

Attest: West Central Nebraska Area Agency on Aging
"Agency"

Witness Chairman of the Board

Attest: City of Lexington
"Provider"

Witness Chairman of the Board