

**West Central Nebraska Area Agency on Aging**  
**Provision of Services to Senior Citizens**  
**Sub Award FY 2020**

THIS Sub Award is made and entered into this 1<sup>st</sup> day of July, 2019 by and between the **WEST CENTRAL NEBRASKA 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 **CITY OF LEXINGTON**, with the following mailing address: **407 East 6<sup>th</sup> Street, Lexington, NE 68850**, hereinafter called the Sub Recipient for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Sub Recipient'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 Sub Recipient 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 for the "Older Americans Act Title III Grants for State and Community Programs on Aging" through the Administration for Community Living from the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statues DHHS program regulations and the terms and conditions of this Sub Award for Fiscal year 2020 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 Sub Award is dependent upon Federal and State funding and in the event that such funding is decreased or eliminated this Sub Award is null and void.

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

**SECTION ONE:**

The Agency shall provide the Sub Recipient 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 Sub Recipient 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	\$2.95
3,001	- 6,000 meal units	\$2.80
6,001	- 15,000 meal units	\$2.60
Over	15,001 meal units	\$2.20

**City of Lexington**

**FY 19-20 Allocation of Funding**

**Allocation of AOA Supportive Services and Meals**

<b><u>CFDA #-FAIN#</u></b>	<b>Allotted Meals</b>	<b>Dollars</b>
93.044-17AANET3SS Title IIIB Supportive Services-Access		\$12,676.00
93.04517-AANET3CM Title IIIC1 Congregate Meals	13,250	\$25,747.11
93.045-17AANET3HD Title IIIC2 Home Delivered Meals	6,320	\$12,280.89
<b>Total AOA</b>	<b>19,570</b>	<b>\$50,704.00</b>

**Allocation of Nutrition Services Incentive Program (NSIP)**

<b><u>CFDA #-FAIN#</u></b>	<b>Allotted Meals</b>	<b>Rate</b>	<b>Dollars</b>
93.053-17AANENSIP Title IIIC1 Congregate Meals	13,250	\$0.70	\$ 9,275.00
93.053-17AANENSIP Title IIIC2 Home Delivered Meals	6,320	\$0.70	\$ 4,424.00
<b>Total NSIP</b>	<b>19,570</b>		<b>\$13,699.00</b>

**Total AOA and NSIP Funding \$64,403.00**

Any meal units served over **the above allotted amount** will be reimbursed only as funds are available. In general, the Sub Recipient 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 Sub Recipient staff and various boards as needed and required as related to this Sub Award 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 Sub Recipient shall provide for the Agency the following:

- A. Arrange for the provision of an appropriate, safe, and accessible 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 Sub Recipient 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 (5<sup>th</sup>) 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 Sub Recipient 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 Sub Award. The Sub Recipient assures the maintenance and inspection by the Agency of such records, accounts and supporting documents of Sub Award 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 Sub Recipient shall prepare and submit reports of Sub Award 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 Sub Recipient 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 Sub Award 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 used for United States agricultural commodities and other food for nutrition projects. OAA Sec. 311 (d)(2) defines food criterion. If a Sub Recipient chooses to purchase an item that is not a United States grown food such as 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 Sub Recipient 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 Sub Recipient, or otherwise arising by reason of any alleged negligence of Sub Recipient, Sub Recipient'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 Sub Award for conformance with the terms and conditions of this Sub Award.

#### **SECTION SEVEN:**

Sub Award Performance Monitoring, Review, and Evaluation - In carrying out its responsibilities under the Older Americans' Act to monitor and periodically evaluate the performance of all Sub Recipients under the 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 Sub Recipient and the effectiveness of the Program.

#### **SECTION EIGHT:**

Termination - This Sub Award may be terminated at any time upon mutual written consent by both parties. If the Sub Recipient is in default of this Sub Award as determined by the Agency, then, and in that event, the Agency may give the Sub Recipient a thirty (30) day notice of termination by regular mail at the Sub Recipient'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 Sub Award shall terminate on the 30<sup>th</sup> day after the notice was sent. This Sub Award shall automatically terminate if the Agency no longer has access to the local, state, or federal funding which supports this Sub Award.

**SECTION NINE:**

Distribution of Assets Upon Termination - Upon termination of this Sub Award, all monies paid by the parties to the Sub Award and all property purchased with Project funds, shall remain the property of the Sub Recipient 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 Sub Recipient, the Agency may at its option retain title to and take physical possession of all property purchased with Agency funds and the Sub Recipient will return any moneys received by Agency which have not been expended.

**SECTION TEN:**

Term - This Sub Award upon execution by both parties shall be in full force and effect for the period beginning July 1, 2019 and ending June 30, 2020.

**Employee Work Eligibility Status**

The Sub Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of all 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 all employees

**Conflicts of Interest**

In the performance of this program the Sub Recipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The Sub Recipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify the Agency in writing of any such instances encountered.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by

Attest:

West Central Nebraska Area Agency on Aging  
"Agency"

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chairperson/Vice Chairperson

Attest:

City of Lexington  
"Sub Recipient"

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chairperson/Vice Chairperson