

PROGRAM INSTRUCTION

DATE: May 2020
TO: Senior Center and Meal Site Contractors
FROM: Linda Foreman
SUBJECT: Senior Center & Meal Site **Contracts** for Fiscal Year **2020-2021**

Enclosed you will find a contract for Senior Center & Meal Site meal operations for Fiscal Year 2020-2021.

You will notice the reimbursement rate has increased according to the formulas below:

0	- 3,000 meal units	\$3.15
3,001	- 6,000 meal units	\$3.00
6,001	- 15,000 meal units	\$2.80
Over	15,001 meal units	\$2.40
NSIP – per meal		\$0.70

Please have a **witness** and your Board Chairperson sign the contract with original signatures on **page 5**, please **do not date the Executed date on page 5 as it will be dated when the WCNAAB Board Chairperson signs.**

Mail the signed contract to the Agency by **June 24, 2020** as the Governing Board Meeting will be held on **Thursday, June 25, 2020**. The Board Chairperson will sign the contract and we will mail you a copy.

If you contract with a vendor/restaurant for your meals, we have enclosed **one** vendor contract, you will need to complete and return the original along with the Agency contract, keeping a copy for yourself.

IMPORTANT

In November 2017 we were notified by E-Verify that you are required to E-Verify **all employees**, not just new employees if you are receiving any type of Federal funding.

Please pay particular attention to Section Ten: New and **Current** Employee Work Eligibility Status on page 5. You are receiving **Federal** funding and are required to verify the work eligibility status of **all** employees through the E-Verify Program.

Failing to meet this Federal requirement will place your Federal funding in jeopardy.

If you have any questions or need help with the E-Verify, please do not hesitate to contact me.

West Central Nebraska Area Agency on Aging
Provision of Services to Senior Citizens
Contract FY 2021

THIS Contract is made and entered into this 1st day of July, 2020 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 6th Street, Lexington, NE 68850**, hereinafter called the Contractor for the purpose of defining and specifying the separate and mutual responsibilities of each in the management, operation, support, monitoring, and evaluation of the Contractor'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 Contractor 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 Contract for **Fiscal year 2021** 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 Contractor 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

SECTION TWO:

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall prepare and submit reports of Contract 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 Contractor 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 used for United States agricultural commodities and other food for nutrition projects. OAA Sec. 311 (d)(2) defines food criterion. If a Contractor 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 Contractor 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 Contractor, or otherwise arising by reason of any alleged negligence of Contractor, Contractor'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 Contractors 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 Contractor and the effectiveness of the Program.

SECTION EIGHT:

Termination - This Contract may be terminated at any time upon mutual written consent by both parties. If the Contractor 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 Contractor'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 property purchased with Project funds, shall remain the property of the Contractor. The Contractor will return any moneys received from the 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, 2020** and ending **June 30, 2021**.

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 **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 Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor 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 _____, 2020 by

Attest:

West Central Nebraska Area Agency on Aging
"Agency"

Witness

Board Chairperson/Vice Chairperson

Attest:

City of Lexington
"Contractor"

Witness

Board Chairperson/Vice Chairperson