# SECTION I

### Supporting Documentation

No revisions: May 3, 2022 for FY23

Most current legal contract uploaded to SUA Sharepoint site

#### 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

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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—

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

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- (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) entities conducting programs that receive assistance under this Act within the

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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

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- (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—
  - 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;
  - 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

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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

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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—

(B) land use;
(C) housing;
(D) transportation;
(E) public safety;
(F) workforce and economic development
(G) recreation;
(H) education;

(A) health and human services;

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(I) civic engagement;

(J) emergency preparedness;

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- (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

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subparagraph (A), the State agency may extend the period for not more than 90 days.

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Tracking # 17120184



EXECUTIVE ORDER

NO. =- 091495

# BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE CITY OF LINCOLN, NEBRASKA:

I hereby execute and approve on behalf of the City of Lincoln the attached amendment for renewal of the contract for In-Home Services for the Elderly - Primary Award, Bid No.

14-261 for the City of Lincoln. These services/products are being provided by Elite

Professionals Home Care Company. The expenditure for this term shall not exceed

\$100,535.00 without approval by the City of Lincoln.

City Clerk, please return one copy of the City Signature Page back to Purchasing, Attn: Brianne Crooks.

Dated this and day of tabre, 2017

Chris Beutler, Mayor

Approved as to Form & Legality:

Law Department

Finance Director

Assistant Purchasing Agen

Tracking No. 17120184

AMENDMENT TO CONTRACT
In-Home Services for the Elderly
Primary Award
Bid No. 14-261
City of Lincoln
Renewal with Price Increase
Elite Professionals Home Care Company

This Amendment is hereby entered into by and between Elite Professionals Home Care Company & Elite Services LLC, 3901 Faulkner Drive, Lincoln, NE 68516 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated February 5, 2015, executed under City Resolution No. A-88751, for In-Home Services for the Elderly - Primary Award, Bid No. 14-261, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 1, 2015 through January 31, 2018, with the option to renew for one (1) additional two (2) year term upon written mutual consent of both parties; and

WHEREAS, the parties hereby renew the Contract for an additional two (2) year term beginning February 1, 2018 through January 31, 2020; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln, Aging Department for the term of this renewal shall not exceed \$100,535.00 without approval by the City of Lincoln; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-88751 and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional two (2) year term beginning February 1, 2018 through January 31, 2020.
- 2) The parties hereby amend the Contract to reflect a price increase, per Attachment A.
- 3) The expenditures for the City of Lincoln, Aging Department for the term of this renewal shall not exceed \$100,535.00 without approval by the City of Lincoln.
- All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page City Signature Page

Tracking No. 17120184

### Vendor Signature Page

AMENDMENT TO CONTRACT
In-Home Services for the Elderly
Primary Award
Bid No. 14-261
City of Lincoln
Renewal with Price Increase
Elite Professionals Home Care Company

Please sign, date and return within 5 days of receipt.

Mail to:

City/County Purchasing Attn: Brianne Crooks 440 So. 8th St., Ste. 200 Lincoln, NE 68508

Or email to: BCrooks@lincoln.ne.gov

Company Name:	Elite Professionals Home Cure LL
By (Please Sign)	Minnilla Hubbano
By: (Please Print)	Jennifer Gibbons
Title	President
Company Address	3901 Faulkner Dr. Lincoln NEGOS
Company Phone & Fax	402-464-2422 /402-464-2922
E-Mall Address:	jaithonsaelite prohome (are. com
Date	12-21-17
Contact Person for: "Orders or Service"	Stephanie Wiese
Contact Phone Number:	402-464-2422

Tracking No. 17120184

### City of Lincoln Signature Page

AMENDMENT TO CONTRACT
In-Home Services for the Elderly
Primary Award
Bid No. 14-261
City of Lincoln
Renewal with Price Increase
Elite Professionals Home Care Company

### **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

1 1 / /

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order, No.\_\_\_

091495

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Attachment A



December 8, 2017

ELITE PROFESSIONALS HOME CARE LLC

3901 Faulkner Drive Lincoln, NE 68516 Phone: 402-464-2422

Fax: 402-464-2922

Regarding the SSP/CHSP program bids, Elite Professionals Home Care Company will negotiate with the City of Lincoln the following:

SSP

(HMK) Homemaker Contracted Rates - \$12.50 (PC) Personal Care Contracted Rates - \$15.50

CHSP:

(HMK) Homemaker Contracted Rates - \$20.00 (PC) Personal Care Contracted Rates - \$22.00

Elite Professionals Home Care Company agrees to stay firm with the above stated rates for 2 years from the date of execution. After said 2 years Elite Professionals Home Care Company is allowed to re-evaluate these rates and re-negotiate with the City of Lincoln if they choose to do so.

Thank you,

Billing / Payroll Manager

Stephanie Wiese

Elite Professionals Home Care LLC

THIS CERTIFIC BELOW.	ATE DOES NO THIS CERTIFI	SSUED AS A I	WATTE VELY URAN	R OF	NEGATIVELY AMEND, DOES NOT CONSTITUT	AND	CONFERS N	O RIGHTS U	PON THE CERTIFICA VERAGE AFFORDED B HE ISSUING INSURER	TE HOL	POLICIES
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	If yes, describe under DESCRIPTION OF OPERATIONS below			}			\$ 1,000,000	
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Sample Direct Center Disaster Plan

### **EMERGENCY PLAN**

# AGING PARTNERS BELMONT SENIOR CENTER 1234 JUDSON STREET LINCOLN, NE 68521 402-441-7990

### > ALTERNATE PROGRAM LOCATION

If the location, listed above, is not accessible, the Belmont Senior Center will be relocated to Aging Partners Downtown Senior Center 1005 "O" St.

Lincoln, NE 402-441-7070

### > EMERGENCY CONTACT INFORMATION

DIAL 911 IN EVENT OF AN EMERGENCY

NON-EMERGENCY POLICE\_NUMBER CAN BE USED TO CONTACT POLICE FOR NON-URGENT COMMUNICATION 402-441-6000

The Aging Partners Director is the agency spokesperson in the event of an emergency. Randall Jones, Aging Partners Director

402-441-6132 402-219-3658

RSJones@lincoln.ne.gov

The following person will serve as spokesperson for the Aging Partners Lincoln/Lancaster Senior Centers if the agency director is unavailable.

Beth Schuster, Community Activities and Services Supervisor

402-441-6102 402-239-9561

eschuster@lincoln.ne.gov

### EMERGENCY PLANNING TEAM

The following people will participate in emergency planning and crisis management.

Agency Director:	Randall Jones	402-441-6132	(C)402-219-3658
Leadership Team:	Kay Wenzl	402-441-6159	(C)402-405-1442
	Dave Norris	402-441-6156	(C)402-326-9233
	Jill Engel	402-441-3480	
	Jean Holt	402-441-6116	(C)402-416-9234

	Jennifer Hartman Beth Schuster	402-441-6136 402-441-6102	(C)402-239-9561
Senior Center Supervisor:	Jenny Turechek	402-441-6590	
Senior Center Manager:	Pam Lander	402-441-7990	
Transportation Coordinator:	Mitch Sump	402-441-8815	(C)402-540-5290
City IS	·	402-441-8324	. ,

### > CRITICAL OPERATIONS

The following is a list of critical operations, staff and procedures needed to recover from a disaster.

Operation	Staff in Charge	Action Plan
Meal Service	Courtney Statham	Prepare and serve lunch
<u>IT</u>	City IS	Maintain computer & phone service
Transportation	Mitch Sump	Transport participants
Center Programs	Jenny Turechek	Coordinate programs & activities
Center Programs	Pam Lander	Implement programs & activities

### > SUPPLIERS AND CONTRACTORS

In the event of a disaster, supplies and materials will be obtained from the following vendors:

Hy Vee

5010 "O" St, Lincoln, NE 68510

<u>Business Phone: 402-483-7707</u> Fax Number: 402-483-7796

Contact Person: Tom Vifquain

Material/ Service Provided: Prepared food, raw food, paper supplies

Hy Vee

7151 Stacy Lane, Lincoln, NE 68516

Business Phone: 402-489-4244 Fax Number: 402-489-8152

Contact Person: Tim Hagener

Material/ Service Provided: Prepared food, raw food, paper supplies

Hy Vee

6001 Village Drive, Lincoln, NE 68516

Business Phone: 402-421-2462 Fax Number:

Contact Person: Christine Walker

Material/ Service Provided: Prepared food, raw food, paper supplies

### > EVACUATION PLAN

The following natural and man-made disasters could impact our agency:

- Fire
- Flood or Water Damage
- Toxic Spill or Chemical Exposure
- Threatening or violent behavior

If the need presents to quickly leave the building, all participants, visitors, and staff will be directed to leave the building via the nearest exit. This will include the south entrance doors and east entrance doors.

Warning System: Fire Alarm

Alarm will be tested twice annually.

- 1. Assembly Site: South Parking Lot, South end
- 2. Assembly Site Manager: Pam Lander, Senior Center Manager

Jenny Turechek, Alternate

Responsibilities: Account for participants and staff
Provide or arrange for first aid
Liaison with emergency personnel

Determine when safe to return to building or leave assembly site.

### > SHELTER IN PLACE

The following natural and man-made disasters could impact our agency:

- Inclement Weather i.e. tornado, high winds, hail, snow storm
- Toxic Spill or Chemical Exposure
- Threatening or Violent Behavior

If the need presents to quickly take shelter within the building, all participants, visitors and staff will be directed to the primary Senior Center Room.

1. Warning System: Weather radios, tornado siren,

The weather radio will be tested monthly.

- 2. Storm Shelter Location: Primary Senior Center room
- 3. Alternate Location: gymnasium
- 4. Assembly Site Manager: Pam Lander, Senior Center Manager

Jenny Turechek, Alternate

Responsibilities: Account for participants and staff

Contact emergency personnel

Arrange for first aid

Monitor weather radio announcements Determine when safe to leave shelter area

### > COMMUNICATIONS

Agency staff, participants and visitors will be informed of the Aging Partners Emergency Plan in the following manner:

- 1. Written procedure will be provided to all staff who office at the Belmont Senior Center.
- 2. The Emergency Plan will be maintained on the "F Drive" and available to all agency staff.
- 3. The Emergency Plan will be reviewed with participants, twice annually.
- 4. The Emergency Shelter area will be clearly marked.
- 5. Fire and tornado drills will be conducted twice per year.
- 6. In the event of an actual disaster, employee communication will be conducted via phone, email and public service announcements through local radio stations.

### > CYBER SECURITY

- 1. Computer hardware and software is protected through City of Lincoln IT Services.
- 2. If computers are destroyed, back-up computers at the Northeast Senior Center will be used.
- 3. Accounting and payroll records are stored on the City of Lincoln Server. Systems are in place to back these up daily.

January 30, 2022



If this location is not accessible we will operate

### **Business Continuity and Disaster Preparedness Plan**

from location below:
Business Name
Address
City, State, Zip Code
Telephone Number
If the person is unable to manage the crisis, the person below will succeed in management:
Steve Roemich (back-up Emergency Mgr)
Secondary Emergency Contact 402-759-4441
Telephone Number
Alternative Number
steve.roemich@fillmore.nacone.org
E-mail



### **Business Continuity and Disaster Preparedness Plan (cont'd)**

7	PLAN TO STAY IN BUSINESS							
The following natural and man-made disasters could impact our business: o Snow/Ice								
o Fire								
o <mark>Tornado</mark>								
o Power Outage								
7	EMERGENCY PLANNII	NG TEAM						
	The following people will pa	articipate in emergency planning and cri	sis management.					
	o Brenda Motis-Director o	f Senior Services						
	o Jim Dunker- County Em	ergency Manager						
	o Kenny Strate- Village F	ire Chief						
	o Alan Michl- Village Chai	rman/ Becky Erdkamp- Village Cler	<u>k</u>					
	∘ Kenny Harre- County S	upervisor for District						
		•						
7	WE PLAN TO COORDI	NATE WITH OTHERS						
	The following people from r	eighboring businesses and our building	management will participate on our					
	emergency planning team.							
	○ Exeter Village Board							
	○ Exeter Volunteer Fire and Rescue							
	o John Mueller- Village Ma	aintenance						
	o Public Health Solutions	Dept						
	o Red Cross							
<b>V</b>	OUR CRITICAL OPERA	TIONS						
	The following is a prioritized	list of our critical operations, staff and p	rocedures we need to recover from a disaster.					
		1						
	Operation	Staff in Charge	Action Plan					
	Meal delivery	Brenda Motis	find alternate location to have meals					
	Socialization	Brenda Motis	find alternate location to meet					
	assisting vulnerable snrs	Brenda Motis/Rhonda Stokebran	helping those find access to services					
****								



### **Business Continuity and Disaster Preparedness Plan (cont'd)**

### ☑ SUPPLIERS AND CONTRACTORS

Company Name: Fairmont Senior Ce	nter	
Street Address: 519 6th		
City: Fairmont State	: <u>NE</u>	Zip Code: 68354
Phone: 402-268-2831 Fax:		
Contact Name: fairmontseniorcenter@	windstream.net	Account Number:
Materials / Service Provided: Exeter	meals on Tuesday	
If this company experiences a disaster, w	ze will obtain supplies	materials from the following:
if this company experiences a disaster, v	e win ootam supplies	materials from the following.
Company Name: Mom's Meals		
Street Address: 3210 SE Corporate V	Voods Drive	
City: Ankeny State		
Phone: 866-716-3257 Fax:		
Contact Name: www.momsmeals.cor		
Materials / Service Provided: Home D		
-		
If this company experiences a disaster, w	e will obtain supplies/	materials from the following:
Street Address: 255 F St		
City: Fairmont State:	NE	Zip Code: 68354
Phone: 402-268-2271 Fax:		E-mail:
Contact Name: Tammy Schiel		Account Number:
Materials / Service Provided: Congreg	ate/Home Delivered	meals



### **Business Continuity and Disaster Preparedness Plan (cont'd)**

☑ EVACUATION PLAN FOR 217 S Exeter Ave	LOCATION
(Insert Address)	
<ul> <li>The following natural and man-made disasters could impact our business:</li> <li>We have developed these plans in collaboration with neighboring busines confusion or gridlock</li> <li>We have located, copied and posted building and site maps.</li> <li>Exits are clearly marked.</li> <li>We will practice evacuation procedures 2 times a year.</li> </ul>	ses and building owners to avoid
If we must leave the workplace quickly:  Staff and participants will exit the building either using the main front end of the building, or the side exit on the South side of building.	door, the back door at the West
1. Warning System: Fire Alarm  We will test the warning system and record results 2 times a year  2. Assembly Site: Across the Street and accomble in front of the Ville.	
2. Assembly Site: Across the Street and assemble in front of the Vill	age Oπice/Library
3. Assembly Site Manager & Alternate: Volunteers/ Becky Erdkamp- Vi	illage Clerk
a. Responsibilities Include:	
Make sure all participants in the building have been safely mo	ved outside th building,
Notify Village maintenance person.	
4. Shut Down Manager & Alternate: Fire Chief Kenny Strate/ Becky Ena. Responsibilities Include:  Notify the Village Maintenance person and the Fire Chief Contact the Village Chairman to advise of situation	rdkamp
5. KennyStrate/BeckyErdkam is responsible for issuing all clear.	



### **Business Continuity and Disaster Preparedness Plan (cont'd)**

SHELIER IN PLACE PLAN FOR 217 S Exeter Ave LOCATION
(Insert Address)
The following natural and man-made disasters could impact our business:
We have talked to co-workers about which emergency supplies, if any, the company will provide in the
shelter location and which supplies individuals might consider keeping in a portable kit personalized for
individual needs.○ We have located, copied and posted building and site maps.
We will practice shelter procedures 1 times a year.
If we must take shelter quickly:
All participants and staff will take shelter in the mens and womens bathrooms where there are no
windows and if more room is needed, will gather in the kitchen away from the windows.
windows and it more room is needed, will gather in the kitchen away from the windows.
1. Warning System: Will practice one time a year when the village blows the tornado whistle
We will test the warning system and record results 1 times a year.
To will lost the warning system and record results thirds a year.
2. Storm Shelter Location: Interior bathrooms or the kitchen area
3. "Seal the Room" Shelter Location:
4. Shelter Location & Alternate : Kenny Strate/ Becky Erdkamp/Volunteers
a. Responsibilities Include:
Accounting of all participants in the building at the time of emergency. Making sure that
everyone stays calm and safe.
everyone stays cann and saic.
5. Shut Down Manager & Alternate: Kenny Strate/ Becky Erdkamp
a. Responsibilities Include:
•
Stay in contact with fire/rescue and Village Marshall
6. Kenny Strate- Fire Chief is responsible for issuing all clear.



### **Business Continuity and Disaster Preparedness Plan** (cont'd)

7	COMMUNICATIONS					
	We will communicate our emergency plans with co-workers in the following way:  We will hold annual meeting to go over emergency plans and procedures with all participants who attend the senior center.  In the event of a disaster we will communicate with employees in the following way:  By phone, email, Facebook, word of mouth					
7	CYBER SECURITY					
	To protect our computer hardware, we will:					
	Exeter Senior Center has no computers.					
	To protect our computer software, we will:					
	Exeter Senior Center has no computers					
	If our computers are destroyed, we will use back-up computers at the following location:  Exeter Senior Center has no computers.					
7	RECORDS BACK-UP					
	Exeter Village Clerk is responsible for backing up our critical records including payroll					
	and accounting systems.					
	ck-up records including a copy of this plan, site maps, insurance policies, bank account records and computer k ups are stored onsiteExeter Village Clerk office					
	Another set of back-up records is stored at the following off-site location:					
If our accounting and payroll records are destroyed, we will provide for continuity in the following wa any accounting and payroll records are stored at the Village Office.						



### **Business Continuity and Disaster Preparedness Plan** (cont'd)

Brenda Motis	402	402-759-2396 (cell)					
Alan Michl							
Becky Erdkamp	402	2-266-3051					
ANNUAL REVIEW							
We will review and update	thic business	e continuity or	nd dieneter pla	in Februs	ary 2020		
	uns ousmess	S continuity at	id disaster pia	ı III _ Febiu	ary 2020		
Additional Notes:							
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Legal Provider Contracts and Pre-Award Checklist; most current contract uploaded to Sharepoint site

Tracking #18100006



EXECUTIVE ORDER

No: [- 092412

### BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE CITY OF LINCOLN, NEBRASKA:

The attached service contract between the City of Lincoln, dba Aging Partners, and Mary Wilson for providing legal services to older persons who are residents of Lancaster County at an amount not to exceed \$56,469.00 for the period of September 1, 2018, through August 31, 2019, is approved and I hereby execute said agreement on behalf of the City of Lincoln, Nebraska.

The City Clerk is directed to send two (2) executed copies of this executive order to Nancy Niemann, Aging Partners, to keep one for its records and for transmittal of the other to Mary Wilson, and to retain one copy as an official copy in the Clerk's office.

Dated this 18 day of

2018

Chris Beutler, Mayor

Approval of Aging Partners:

Randall S. Jones, Director

Approved as to Availability of Funds:

Finance Director

Approved as to Form and Legality:

Assistant City Attorney

18100006

### SERVICE CONTRACT

#### I. INTRODUCTION

This Agreement dated September 1, 2018, by and between the City of Lincoln, doing business as Aging Partners, hereinafter referred to as "City" and Mary L. Wilson, hereinafter referred to as "Contractor," is to enable the Contractor to provide specific legal services to the older persons, age 60 and above who are referred to the contractor for services by Aging Partners and are residents of Lancaster County, Nebraska.

#### II. SERVICES

### The Parties agree that the Contractor shall:

- The Contractor shall be responsible for providing the services of an attorney, who has gained admission to the practice of law in Nebraska to engage in the specified activities directed specifically to senior citizens in Lancaster County, Nebraska.
- 2. Provide legal services including legal counseling, representation and other services to no less than 400 eligible persons aged 60 and over in prioritized civil matters, excluding fee-generating cases, without cost to those clients. "Eligibility" and "prioritization" are defined in Section II 9-13. Determination of eligibility to be made by Aging Partners. Provision of this level of legal services shall be for the purpose of protecting the well-being, civil rights, due entitlements, and resources/assets of these clients. When necessary, these legal services shall be delivered in the clients' residence or provided at other sites in the county.
- 3. Provide legal services, as described in II.2., at the Aging Partners office, located at 1005 "O"
  Street, Lincoln, Nebraska, minimum of 4 hours per week, unless both parties mutually agree upon temporary, alternate location of service delivery. Balance of services can be performed at location of contractor's choice and by phone.
- 4. Provide minimum of two "on-site" consumer workshops in two locations in Lancaster County.
- 5. The Contractor shall maintain regular communications with the supervisory and counseling staff of the City for the purpose of coordinating service activities.
- 6. All legal services provided will be delivered in a manner which conforms to Legal Services Standards of the Nebraska Department of Health and Human Services Division of Aging and Disability Services. Further, the Contractor will maintain a close, positive working relationship with the Division of Aging and Disability Services' Legal Services Developer.
- 7. Case preparation, research, correspondence, and other related activities will be conducted at the Contractor's offices. The Contractor shall furnish to the City adequate supervision, training, consultation and guidance, and access to legal materials.

1

- 8. Community-education services will be provided in and from the Contractor's office, to include preparation of bulletins, some correspondence with agencies and organizations servicing the aged, inclusion of materials in the Contractor and the City's newsletters, preparation of articles for the City's Living Well Magazine and limited speaking engagements.
- 9. Aging Partners shall deem any individual eligible to receive the legal services described in Section II 2, who are aged 60 or older and who is a resident of Lancaster County, Nebraska. Priority will be given to individuals who are economically and/or socially needy as defined in Section II paragraphs 10 and 11.
- 10. "Economically needy" for the purposes of determining eligibility shall mean the following: family unit of the individual seeking assistance shall have total liquid assets of less than \$12,000, (Couple \$24,000) excluding the principal residence (after adjustments for outstanding indebtedness) and an individual gross annual income of less than 150% of the current Federal Poverty Guidelines:

Number of person in household	150 % of Federal Guidelines
1	\$18,204
2	\$24,684
3	\$31,164
4	\$37,644
5	\$44,124

- 11. "Socially needy" for the purpose of determining eligibility shall mean that significantly diminished personal abilities to the extent that the person may not be able to fully protect their own interests, provide for their own basic needs, and assure their own safety and well-being. Without the provision of intervention of legal services, they will unnecessarily suffer deprivation of necessary food, clothing, shelter or care, loss of entitlement due to them, infringement of civil rights, and/or the loss of assets/resources.
- 12. Legal services as described in Section II 2 herein are to be provided in the following descending order of priority:
  - A. Protective services, including but not limited to abuse exploitation, defense of guardianship and conservatorship proceedings, durable powers of attorney, and nursing home resident rights.

- B. Public benefits, including but not limited to social security, stamps, Medicaid (except for spousal impoverishment), supplemental security income, and Medicare.
- C. Housing and essential services, including but not limited to 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
- 13. Provide in-home visits to homebound clients, including visit to long-term care facilities as needed.
- 14. At the end of this contract year, the Contractor and the City shall review the above criteria, with the Legal Services staff from the Nebraska Department of Health and Human Services Division of Aging and Disability Services, and any changes necessary will be presented in next year's contract.
- 15. All legal services provided by the Contractor through this Service Contract shall be documented. A summary monthly statistical report of these service activities shall be prepared by the Contractor and submitted monthly (by the 10th of the following month) to the City accompanying the invoice for services. A copy of the statistical report will also be provided to Nebraska Department of Health and Human Services Division of Aging and Disability Services on forms supplied for this purpose (a unit of service shall be defined as information/counseling to one client—if that is all that is called for provision of actual legal assistance/representation to one client).
- 16. The Contractor shall submit to the Director of Aging Partners a written report on the services provided, under the contract with each billing That report will include the number of clients served by county and specific legal services provided.

#### III.

### ADMINISTRATOR OF AGREEMENT

Randall Jones, of the City's Aging Partners Office, shall be the City's representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. Mary Wilson, the Contractor, will provide all services and be in charge of performance of the Contractor Services as set forth in this Agreement.

#### IV.

### TERM OF AGREEMENT

The term of this Agreement shall commence upon September 1, 2108 and shall continue until August 31, 2019. Prior to completion, the City and the Contractor may meet to discuss the future of the program.

#### V.

### **COMPENSATION**

The City agrees to pay Contractor for the services set forth in this Agreement for the twelve month period September 1, 2018 to August 31, 2019, a sum not to exceed Fifty Six Thousand, Four Hundred Sixty Nine Dollars (\$56,469). To be paid in Monthly installments as invoiced by contractor with accompanying report of monthly activities under this contract.

#### VI.

### SERVICES TO BE CONFIDENTIAL

All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.

### VII. NON-RAIDING CLAUSE

Contractor shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.

### VIII.

### TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by the Contractor if the City fails to adequately perform any material obligation required by this Agreement ("Default"). Termination rights under this paragraph may be exercised only if the City fails to cure a Default within ten (10) calendar days after receiving written notice from the Contractor specifying the nature of the Default.
- B. The City may terminate this Agreement, in whole or part, for any reason for the City's own convenience upon at least ten (10) days written notice to the Contractor.
- C. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability

of funds to pay any amounts due under this Agreement, City shall immediately notify the Contractor and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If the Agreement is terminated by the City as provided in B or C above, Consultant shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under Article IV above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination.

#### IX. ADDITIONAL SERVICES

The City may from time to time, require additional services from the Contractor including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon by and between the City and Contractor shall be effective when amendments to this Agreement.

#### X.

#### FAIR EMPLOYMENT

In connection with the performance of work under this Agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122, as amended.

#### XI.

#### FAIR LABOR STANDARDS

The Contractor shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statues, as amended.

#### XII.

#### ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from City under this Agreement maybe assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

#### XIII.

#### INTEREST OF CONTRACTOR

Contractor covenants that Contractor presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Contractor under this Agreement.

#### XIV.

## OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Contractor agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Contractor without the express written consent of City.

City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials.

#### XV.

#### COPYRIGHTS, ROYALTIES & PATENTS; WARRANTY

Without exception, Contractor represents the consideration for this Agreement includes Contractor's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Contractor shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Contractor shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Contractor has used in the course of performing this Agreement. Contractor represents that all materials, processes, or other protected rights to be used in the Contractor Services have been duly licensed or authorized by the appropriate parties for such use. Contractor agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Contractor agrees that the City may withhold a reasonable amount from Contractor's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

#### XVI.

#### INSURANCE: COVERAGE

The Consultant shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described herein and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City prior to execution of the Agreement. Deductible levels shall be provided in writing from the Consultant's insurer and will be no more than \$25,000.00 per occurrence.

#### A. Workers' Compensation; Employers' Liability.

The Consultant shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$1,000,000.00 each accident or injury shall be included. The Consultant shall provide the City with an endorsement for waiver of subrogation. The Consultant shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

#### B. <u>Commercial General Liability.</u>

The Consultant shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the Consultant shall provide an additional insured endorsement acceptable to the City. The description of operations must state "Blanket coverage for all projects and operations of Consultant" or similar language that meets the approval of the City, which approval shall not be unreasonably withheld.

#### C. Automobile Liability.

The Consultant shall provide proof of Automobile coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

#### D. Additional Insured.

An Additional Insured endorsement shall be provided to City naming City as additional insured under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the City being secondary or excess.

#### E. <u>Certificates</u>; Endorsements.

The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Endorsements shall include, but not be limited to, additional insured, waiver of subrogation, and 30 days' notice of cancellation. Other endorsements shall be provided by the Consultant as may be required by the City. During the term of the Agreement and during the period of any required continuing coverages, the Consultant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal of insurance coverages. The parties agree that the failure of City to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

#### F. Risk of Loss; Sub-consultant.

Except to the extent covered by the builder's risk insurance, the Consultant shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Sub-consultant's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Consultant shall be solely responsible for ensuring each sub-consultant shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other sub-consultants. Consultant shall protect its Work from damage by the elements or by other trades working in the area.

#### G. <u>Umbrella or Excess Liability.</u>

The Consultant may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

#### H. Minimum Scope of Insurance.

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

#### I. <u>Indemnification.</u>

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its elected officials, officers, agents, and employees, as indemnitees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, that is caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts any of the them may be liable. This section will not require Contractor to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any

action based on this Agreement. The provisions of this section survive any termination of this Agreement.

#### J. Reservation of Rights.

The City reserves the right to require a higher limit of insurance or additional coverages when the City determines that a higher limit or additional coverage is required to protect the City or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

#### K. Sovereign Immunity.

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City.

#### XVII. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Lincoln Nebraska Aging Partners Attention: Randall Jones 1005 O St Lincoln, NE 68508 Mary L. Wilson Buford Law Office PO Box 12445 Omaha, NE 68112

#### XVIII.

#### INDEPENDENT CONTRACTOR

The City is interested only in the results produced by this Agreement. Contractor has sole and exclusive charge and control of the manner and means of performance. Contractor shall perform as an independent contractor and it is expressly understood and agreed that Contractor is not an employee of the City and is not entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave or any injury leave.

#### XIX. NEBRASKA LAW

This Agreement shall be construed and interpreted according to the laws of the State of Nebraska.

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#### XX. INTEGRATION

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

## XXI. AMENDMENT

This Agreement may be amended or modified only in writing signed by both the City and Contractor.

#### XXII.

#### **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be enforced as so limited.

#### XXIII.

#### WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### XXIV

#### AUDIT AND REVIEW

The Contractor shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

#### XXV.

#### LIVING WAGE

If the compensation for services provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Contractor shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, the City shall have authority to terminate this Agreement and to seek other remedies for violations of this Ordinance.

#### XXVI.

#### FEDERAL IMMIGRATION VERIFICATION

If the Contractor is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to <a href="https://www.uscis.gov/everify">www.uscis.gov/everify</a>.

- A. If the Contractor is an individual or sole proprietor, the Contractor agrees to complete the United States Citizenship Attestation Form as provided by the City and attach it to the Agreement.
- B. Public Benefits Eligibility Status Check. If the Contractor is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Contractor agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Contractor agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, the Contractor shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the City's request. For information on the SAVE program, go to <a href="https://www.uscis.gov/SAVE">www.uscis.gov/SAVE</a>.

#### XXVII.

#### REPRESENTATIONS

Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Contractor and the City do hereby execute this Agreement as of the Execution Date set forth above.

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor City of Lincoln Randall S. Jones, Director Aging Partners

CONTRACTOR

By: May 2 Wilson
Title: attorney

# UNITED STATES CITIZENSHIP ATTESTATION FORM FOR INDIVIDUAL CONTRACTOR (to be used pursuant to Section XXV.A)

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.	
OR	
I am a qualified alien under the Federal Immigration and Nationality Act. status and alien number are as follows:	My immigration
and I	agree to
provide a copy of the USCIS (United States Citizenship and Immigration	n Services)
documentation upon request required to verify the Contractor's lawful p	oresence in
the United States using the Systematic Alien Verification for Entitlemen	its (SAVE)
Program.	

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRINT NAME: Wary L WILSON (First, Middle, Last)
(First, Wilddle, Last)
SIGNATURE: May 2 Wilson
DATE: 7-2-18



#### LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

Agency: 715976

Branch:

Policy Number:

Insurance is provided by Continental Casualty Company, 333 S, Wabash Ave, Chicago IL 60604

A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:

Buford Law Office PO Box 12445

9910 North 48th Street, Suite 106

Omaha, NE 68112

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

POLICY PERIOD:

Inception: 04/25/2018
at 12:01 A.M. Standard Time at the address shown above

Expiration: 04/25/2019

LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$500,000 Aggregate: \$1,000,000

Death or Disability and Non-Practicing Extended Reporting Period Limit of Liability:

Each Claim: \$500,000 Aggregate: \$1,000,000

DEDUCTIBLES: Inclusive of Claims Expenses Aggregate: \$5,000

POLICY PREMIUM:

Annual Premium:

\$2,530.00

Total Amount:

\$2,530.00

Includes CNA Risk Control Credit of

\$ 0.00

Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable

FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:
G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), G-118019-A (Ed. 12/2011), G-118039-A26 (Ed. 04/2008),
G-118073-A26 (Ed. 04/2008)

7. WHO TO CONTACT:

To report a claim:

CNA - Claims Reporting P.O. Box 8317

Chicago, IL 60680-8317

Fax: 866-773-7504 / Online: www.cna.com/claims Email: SpecialtyProNewLoss@cna.com

Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

04/05/2018

G-118012-AC (Ed. 03/99)

Page 1



Continental Casualty Company 333 S. Wabash Ave. Chicago, IL 60604

## LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number:

267868800

Name of Each Lawyer
Mary Louise Buford Wilson

ATTYSCH

Page 1

Tracking #18070181



## BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

The attached service contract between the City of Lincoln, dba Aging Partners, and Mary L. Wilson for professional services of providing legal services to citizens aged 60 and above in Butler, Fillmore, Polk, Saline, Saunders, Seward and York Counties for the period of July 1, 2018, to June 30, 2019, at an amount not to exceed \$4,999.00 without the expressed written authorization of the Director of Aging Partners, is approved and I hereby execute said agreement on behalf of the City of Lincoln, Nebraska.

The City Clerk is hereby directed to return one executed copy of this contract to Nancy Niemann, Aging Partners, for its records and for transmittal to Mary L. Wilson and to retain one copy as an official copy in the Clerk's office.

Approval of Aging Partners:

Randall S. Jones, Director

Approved as to Availability of Funds:

Approved as to Form and Legality:

FILED

AUG 0 8 2018

CITY CLERK'S OFFICE

18070181

#### CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2018, by and between the City of Lincoln, Nebraska, a municipal corporation, doing business as Aging Partners, hereinafter referred to as "City" and Mary L. Wilson, hereinafter referred to as "Contractor" for the Contractor to provide specific legal services to the older persons, age 60 and above who are residents of Butler, Fillmore, Polk, Saline, Saunders, Seward, and York counties.

#### I. SERVICES

A. The City proposes to engage Contractor in accordance with the terms and conditions set forth herein to render professional legal assistance from an attorney who has gained admission to the practice of law in Nebraska to engage in the specified activities directed specifically to senior citizens in Butler, Fillmore, Polk, Saline, Saunders, Seward and York counties.

#### The Parties agree that the Contractor shall:

- 1. Provide legal services including legal counseling, representation, and other services to no less than 26 referred persons aged 60 and over in prioritized civil matters, without cost to those clients. "Prioritization" is defined in Section I. A. 7. Provision of this level of legal services shall be for the purpose of protecting the well-being, civil rights, due entitlements, and resources/assets of these clients. When necessary, these legal services shall be delivered in the clients' residence or provided at other sites in the county.
- 2. Provide two "on-site" consumer workshops in two locations in the 7 county areas outside Lancaster.
- 3. The Contractor shall maintain regular communications with the supervisory and counseling staff of the City for the purpose of coordinating service activities.
- 4. All legal services provided will be delivered in a manner which conforms to Legal Services Standards of the Nebraska Department of Health and Human Services Division of Aging and Disability Services. Further, the Contractor will maintain a close, positive working relationship with the Division of Aging and Disability Services' Legal Services Developer.
- Case preparation, research, correspondence, and other related activities will be conducted at the Contractor's offices. The Contractor shall furnish to the City adequate supervision, training, consultation and guidance, and access to legal materials.
- 6. Community-education services will be provided in and from the Contractor's office, to include preparation of bulletins, some correspondence with agencies and organizations servicing the aged, inclusion of materials in the Contractor and the

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City's newsletters, preparation of articles for the City's Living Well Magazine and limited speaking engagements.

- 7. Legal services as described in Section I, paragraph 1 herein are to be provided in the following descending order of priority:
  - Protective services, including but not limited to abuse prevention, financial exploitation, defense of guardianship and conservatorship proceedings, durable powers of attorney, and nursing home resident rights.
  - Public benefits, including but not limited to, social security, veterans benefits, food stamps, Medicaid (except for spousal impoverishment), supplemental security income, and Medicare.
  - iii. Housing and essential services, including but not limited to, tenant rights, utilities, and public housing.
  - iv. Health care, including patient rights, health care powers of attorney, and living wills.
  - Debt collection when there is a meritorious defense, when a repayment agreement is possible, or when assets are subject to attachment or garnishment.
  - vi. Consumer fraud.
  - vii. Spousal impoverishment.
  - viii. Dissolution of marriage, where income is affected.
  - ix. Wills.
- 8. Provide in-home visits to homebound clients, including visit to long-term care facilities as needed.
- 9. At the end of this contract year, the Contractor and the City shall review the above criteria, with the Legal Services staff from the Nebraska Department of Health and Human Services Division of Aging and Disability Services, and any changes necessary will be presented in next year's contract.
- All legal services provided by the Contractor through this Service Contract shall be documented.
  - A summary monthly statistical report of these service activities shall be prepared by the Contractor and submitted monthly (by the 10th of the following month) to the City and/or the Nebraska Department of Health and Human Services - Division of Aging and Disability Services on forms

supplied for this purpose. A unit of service shall be defined as legal advice, community education presentations, counseling, and representation by an attorney or other person acting under the supervision of an attorney.

- ii. A quarterly case report shall be prepared by the Contractor and submitted (by October 10<sup>th</sup>, January 10<sup>th</sup>, April 10<sup>th</sup>, and July 10<sup>th</sup>, to the City on forms supplied for this purpose.
- An annual client report shall be prepared by the Contractor and submitted by July 20<sup>th</sup> to the City on forms supplied for this purpose.
- 11. The Contractor shall submit to the Director of Aging Partners a mid-year (January 1, 2018) and end-of-year, June 30, 2018, a written report on the services provided, under the contract. That report will include the number of clients served by county and specific legal services provided.
- B. Contractor possesses certain skills, experience, education, and competency to perform the Contractor Services on behalf of the City, and the City desires to engage Contractor for such Contractor Services on the terms herein provided.
- C. Contractor hereby represents that Contractor is willing and able to perform the Contractor Services in accordance with the proposed Contractor Services submitted with this Agreement.

NOW, THEREFORE, the parties do agree as follows:

#### П.

#### ADMINISTRATOR OF AGREEMENT

Randall Jones, of the City's Aging Partners Office, shall be the City's representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. Mary Wilson, the Contractor, will provide all services and be in charge of performance of the Contractor Services as set forth in this Agreement.

#### III.

#### TERM OF AGREEMENT

The term of this Agreement shall commence upon July 1, 2108 and shall continue until June 30, 2019. The parties may choose to exercise one option of renewal for a one-year period. The option of renewal shall be a written agreement initiated by the City. Prior to completion, the City and the Contractor may meet to discuss the future of the program.

#### IV.

#### COMPENSATION

The City agrees to pay Contractor for the services set forth in this Agreement for the twelve month period July 1, 2018 to June 30, 2019, a sum not to exceed Four Thousand Nine Hundred and Ninety-Nine Dollars (\$4,999.00). To be paid in Monthly installments as invoiced by contractor with accompanying report of monthly activities under this contract.

#### V.

#### SERVICES TO BE CONFIDENTIAL

All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.

#### VI

#### NON-RAIDING CLAUSE

Contractor shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.

#### VII.

#### TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by the Contractor if the City fails to adequately perform any material obligation required by this Agreement ("Default"). Termination rights under this paragraph may be exercised only if the City fails to cure a Default within ten (10) calendar days after receiving written notice from the Contractor specifying the nature of the Default.
- B. The City may terminate this Agreement, in whole or part, for any reason for the City's own convenience upon at least ten (10) days written notice to the Contractor.
- C. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Contractor and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If the Agreement is terminated by the City as provided in B or C

above, Consultant shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under Article IV above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination.

#### VIII

#### ADDITIONAL SERVICES

The City may from time to time, require additional services from the Contractor including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon by and between the City and Contractor shall be effective when incorporated in written amendments to this Agreement.

#### IX.

#### FAIR EMPLOYMENT

In connection with the performance of work under this Agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and *Neb. Rev. Stat.* § 48-1122, as amended.

#### X.

#### FAIR LABOR STANDARDS

The Contractor shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statues, as amended.

#### XI.

#### ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from City under this Agreement maybe assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

#### XII.

#### INTEREST OF CONTRACTOR

Contractor covenants that Contractor presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect,

which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Contractor under this Agreement.

#### XIII.

## OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Contractor agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Contractor without the express written consent of City.

City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials.

#### XIV.

#### COPYRIGHTS, ROYALTIES & PATENTS; WARRANTY

Without exception, Contractor represents the consideration for this Agreement includes Contractor's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Contractor shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Contractor shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Contractor has used in the course of performing this Agreement. Contractor represents that all materials, processes, or other protected rights to be used in the Contractor Services have been duly licensed or authorized by the appropriate parties for such use. Contractor agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Contractor agrees that the City may withhold a reasonable amount from Contractor's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

#### XV.

#### INSURANCE; COVERAGE

The Consultant shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described herein and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City, which shall not unreasonably withhold approval. Self-insurance shall not be permitted

unless consent is given by the City prior to execution of the Agreement. Deductible levels shall be provided in writing from the Consultant's insurer and will be no more than \$25,000.00 per occurrence.

#### A. Workers' Compensation; Employers' Liability.

The Consultant shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$1,000,000.00 each accident or injury shall be included. The Consultant shall provide the City with an endorsement for waiver of subrogation. The Consultant shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

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The Consultant shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Consultant shall provide an additional insured endorsement acceptable to the City. The description of operations must state "Blanket coverage for all projects and operations of Consultant" or similar language that meets the approval of the City, which approval shall not be unreasonably withheld.

#### C. Automobile Liability.

The Consultant shall provide proof of Automobile coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

#### D. Additional Insured.

An Additional Insured endorsement shall be provided to City naming City as additional insured under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the City being secondary or excess.

#### E. <u>Certificates; Endorsements.</u>

The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Endorsements shall include, but not be limited to, additional insured, waiver of subrogation, and 30 days' notice of cancellation. Other endorsements shall be provided by the Consultant as may be required by the City. During the term of the Agreement and during the period of any required continuing coverages, the Consultant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal of insurance coverages. The parties agree that the failure of City to object to the form of a certificate and/or additional insured endorsement

provided shall not constitute a waiver of this requirement.

#### F. Risk of Loss; Sub-consultant.

Except to the extent covered by the builder's risk insurance, the Consultant shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Sub-consultant's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Consultant shall be solely responsible for ensuring each sub-consultant shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other sub-consultants. Consultant shall protect its Work from damage by the elements or by other trades working in the area.

#### G. Umbrella or Excess Liability.

The Consultant may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

#### H. Minimum Scope of Insurance.

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

#### I. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its elected officials, officers, agents, and employees, as indemnitees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, that is caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts any of the them may be liable. This section will not require Contractor to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. The provisions of this section survive any termination of this Agreement.

#### J. Reservation of Rights.

The City reserves the right to require a higher limit of insurance or additional coverages when the City determines that a higher limit or additional coverage is required to protect the City or the interests of the public. Such changes in limits or coverages shall be

eligible for a change order or amendment to the Contract.

#### K. Sovereign Immunity.

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City.

#### XVI. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Lincoln Nebraska Aging Partners Attention: Randall Jones 1005 O St Lincoln, NE 68508

Mary L. Wilson Buford Law Office PO Box 12445 Omaha, NE 68112

#### XVII.

#### INDEPENDENT CONTRACTOR

The City is interested only in the results produced by this Agreement. Contractor has sole and exclusive charge and control of the manner and means of performance. Contractor shall perform as an independent contractor and it is expressly understood and agreed that Contractor is not an employee of the City and is not entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave or any injury leave.

#### XVIII. NEBRASKA LAW

This Agreement shall be construed and interpreted according to the laws of the State of Nebraska.

#### XIX. INTEGRATION

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

#### XX. AMENDMENT

This Agreement may be amended or modified only in writing signed by both the City and Contractor.

#### XXI.

#### **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### XXII.

#### WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### XXIII.

#### AUDIT AND REVIEW

The Contractor shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

#### XXIV.

#### LIVING WAGE

If the compensation for services provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Contractor shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, the City shall have authority to terminate this Agreement and to seek other remedies for violations of this Ordinance.

#### XXV.

#### FEDERAL IMMIGRATION VERIFICATION

If the Contractor is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

- A. If the Contractor is an individual or sole proprietor, the Contractor agrees to complete the United States Citizenship Attestation Form as provided by the City and attach it to the Agreement.
- B. Public Benefits Eligibility Status Check. If the Contractor is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Contractor agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Contractor agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or-she is an alien, the Contractor shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the City's request. For information on the SAVE program, go to <a href="https://www.uscis.gov/SAVE">www.uscis.gov/SAVE</a>.

#### XXVI.

#### REPRESENTATIONS

Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Contractor and the City do hereby execute this Agreement as of the Execution Date set forth above.

CITY OF LINCOLN

Aging **/**Partners

S. Jones Director

NEBRASKA

11

CONTD	٨	CTO	D

By: May 2 Welsons
Title: Attorney

# UNITED STATES CITIZENSHIP ATTESTATION FORM FOR INDIVIDUAL CONTRACTOR (to be used pursuant to Section XXV.A)

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRINT NAME: May L WILSON
(First, Middle, Last)

SIGNATURE: May 2 Wlson

DATE: 7-2-18

12



#### LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

Agency: 715976

Branch: 912

Policy Number: 267868800

Insurance is provided by Continental Casualty Company, 333 S. Wabash Ave. Chicago IL 60604

A Stock Insurance Company.

NAMED INSURED AND ADDRESS:

**Buford Law Office** PO Box 12445

9910 North 48th Street, Suite 106

Omaha, NE 68112

NOTICE TO POLICYHOLDERS:
This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage

with your insurance agent or broker.

2. POLICY PERIOD:

Inception: 04/25/2018 at 12:01 A.M. Standard Time at the address shown above

Expiration: 04/25/2019

LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$500,000 Aggregate: \$1,000,000

Death or Disability and Non-Practicing

Each Claim: \$500,000 Aggregate: \$1,000,000

Extended Reporting Period Limit of Liability:

Aggregate: \$5,000

4. DEDUCTIBLES: Inclusive of Claims Expense

5. POLICY PREMIUM:

Annual Premium:

\$2,530.00

Total Amount:

\$2,530.00

Includes CNA Risk Control Credit of

\$ 0.00

Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable

FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), G-118019-A (Ed. 12/2011), G-118039-A26 (Ed. 04/2008), G-118073-A26 (Ed. 04/2008)

7. WHO TO CONTACT:

To report a claim: CNA - Claims Reporting

P.O. Box 8317

Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims

Email: SpecialtyProNewLoss@cna.com

Lawyers Claim Reporting Questions: 800-540-0762

04/05/2018

Authorized Representative

Date

G-118012-AC (Ed. 03/99)

Page 1



Continental Casualty Company 333 S. Wabash Ave. Chicago, IL 60604

## LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number:

267868800

Name of Each Lawyer
Mary Louise Buford Wilson

ATTYSCH

Page 1

		Contract Risk Assessment Summary				
Contractor Na	ame	Mary Wilson	Contract Number:	EO #092412		
Contract Terr	n	09/01/18-08/31/19				
Date Risk As	sessment Conducted					
Contract Adm	ninistrator	City of Lincoln				
		ust also review the contract an	•			
C	Contractor Risk Factors and Assigned Risk Values		Likelihood 0-never 1-sometimes 2-often	Points	Risk Value	
	ontractor is new to opera deral funds or has not do	0	6	0		
Ac	tivity being funded is ne	w for the contractor.	0	6	0	
	ontractor has multiple fur	ding sources for similar	2	1	2	
Co	ontractor has defaulted o	n contract(s) within the last	0	3	0	
Co	five years.  Contractor has received audit findings (within the past two years) indicating weaknesses in internal control over federal or state programs.		0	3	0	
(w	Contractor has received program monitoring findings (within the past two years) for federal or state		1	3	3	
Co	Contractor has had disallowed or questioned costs in the past.  Contractor's director is new (within one year).  There is a significant number of inexperienced new staff.  Contractor is not responsive.		1	3	3	
			0	6	0	
			0	3	0	
			0	2 <b>36</b>	0 8	
		Total Contractor	Risk Score	8		
	This is set at 33.33% of 72 (total possible points	I Risk Level: Low (0-24) F		LOW RISK		
Co	ontractor will be monitore	d through the following activiti	es based on Risk Assess	sment:		
	LOW RISK  Modified Administrative Review		HIGH RISK			
			Full Administrative	Review		
	Quarterly Revi		Quarterly Reviews			
	On-Site File Sampling (10%)		On-Site File Samp			
	Recommenda	tion	Recommendation			



#### AGING PARTNERS

1005 "O" St., Lincoln, NE 68508-3628, 402-441-7070 or 800-247-0938 aging.lincoln.ne.gov

Serving Butler, Fillmore, Lancaster, Polk. Saline, Saunders, Seward and York counties.

#### Key for Services: ▲ = Lancaster only MISSION

Aging Partners plans, coordinates and

advocates for older people in an eight-county area. Our mission is to enhance daily living, expand personal choices and educate the community in an effort to ensure the independence and full life of the people we serve.

#### Being Well

#### NUTRITION

402-441-7159

- Nutrition Consultation Older adults receive assessments, intervention planning, counseling, follow-up and coordination with other service providers.
- Meals Noon meals, selected evening meals with entertainment, special holiday meals and light menu choices are available at some centers.

#### **HEALTH AND FITNESS**

- Health Center Exercise classes, fitness equipment and certified personal trainers.

  402-441-7575
- Senior Health Promotion Center University of Nebraska-Medical Center and Aging Partners provide health
- **▲** 402-441-6687
- Caregiver Support Services Caregivers receive stress management, exercise, health and wellness assessments, and nutrition counseling. 402-441-7070
- Fit to Care Free tips from a registered dietician and certified personal trainer to help decrease the effects of chronic

- Health Education Programs A variety of topics assisting individuals to make healthy lifestyle choices.
- Health Screenings A variety of screenings include blood pressure, cholesterol, glucose and bone density.
- Exercise Pilates, yoga, stretch and tone classes are available at several locations. Daily fitness programs on LNKTV City (ALLO Channel 2, Spectrum Channel 1300 and Kinetic Channel 1005) and LNKTV Health (ALLO Channel 3, Spectrum Channel 1301 and Kinetic Channel 1010). ▲
- Alzheimer's Disease Information and referral. 402-441-7070 or 800-247-0938

#### Living at Home

#### INDEPENDENT LIVING

SUPPORT SERVICES 402-441-7070 or 800-247-0938

- Care Management Services Providing professional assistance in assessing needs,
- planning and coordinating home care. Lifeline Emergency Response System 24-hour emergency access at the press of
- Supportive Services Program Eligible older persons can receive assistance with the cost of in-home services.
- Harvest Project Specialized community support services are provided to individuals who are age 55 and over, live in Lancaster County and have severe mental health diagnosis. \$\textstyle{402-441-7070}\$
- Home Handyman Service Minor home repairs and maintenance including mowing, leaky faucets, painting, broken light fixtures, and heavy housework services.
- A 402-441-7030 Subsidized and Independent Housing Resource Listings

#### LONG-TERM CARE OPTIONS/ CARE MANAGEMENT

402-441-7070 or 800-247-0938

- · Aging and Disability Resource Center (ADRC) - The Aging and Disability Resource Center is a program that assists seniors and persons of all ages with disabilities to obtain information, services and supports.
- Home and Community-based Waiver Services - State funded in-home services for those who are Medicaid-eligible who choose to live at home or use communitybased services.
- Senior Care Options Long-term care and assessment for Medicaid-eligible
- persons seeking nursing home care.

   Assisted Living and Nursing Facilities Resource Listings

#### **Planning Ahead**

#### **FINANCIAL**

402-441-7070 or 800-247-0938

- Financial Counseling Information on Medicare, including Part D, private insurance policies, homestead exemption and budgeting are among the available services
- · Legal Counseling Free legal advice and referral services for those who meet financial guidelines.

#### SENIORS FOUNDATION

The charitable foundation that plans, advocates for, and supports the programs and services of Aging Partners. To contribute or volunteer, call 402-441-6179 or visit seniorsfoundation.org.

Agency and ADRC Brochures

#### Staying Involved

#### SENIOR CENTERS

Social events and activities, health and educational programs. Noon meals, selected evening meals with entertainment, special holiday meals, brown bag and shelfstable meals for at home. Transportation to the centers is available for a fee. Six centers in Lincoln and four in Lancaster County. ▲ 402-441-7158

#### LINCOLN/LANCASTER **COUNTY SENIOR CENTERS**

- Asian Center: 402-477-3446 144 N. 44th St., Suite A, Lincoln
- Belmont Center: 402-441-7990 Belmont Recreation Center 1234 Judson St., Lincoln
- Bennet Center: 402-416-7693 American Legion Hall 970 Monroe St., Bennet
- · Firth Center: 402-416-7693 Community Center 311 Nemaha Blvd., Firth
- Hickman Center: 402-416-7693 Hickman Community Center 115 Locust St., Hickman
- JoAnn Maxey Center: 402-441-7849 Malone Community Center 2032 "U" St., Lincoln
- Lake Street Center: 402-441-7157 St. James United Methodist Church 2400 S. 11th St., Lincoln
- Downtown Center: 402-441-7154 1005 "O" St., Lincoln
- Northeast Center: 402-441-7151 6310 Platte Ave., Lincoln
- Waverly Center: 402-416-7693 14410 Folkestone St., Waverly

#### Other Services

#### **INFORMATION AND REFERRAL**

402-441-7070 or 800-247-0938 Provides help for older adults and their caregivers to resolve questions and concerns about aging. Services include referrals, counseling, social work and care management. Start here to determine alternatives, and arrange services in the Aging Partners service area.

#### **TRANSPORTATION**

- · Ride within Lincoln to the Centers ▲ 402-441-7158
- · Lancaster County Public Rural Transit Scheduled transportation to and from Lincoln and rural Lancaster County areas. Handicap accessible. ▲ 402-441-7031

· Other options in the community Listings available at 402-441-7070

#### LIVING WELL MAGAZINE

This quarterly publication features stories of interest to older adults and is mailed directly to their homes. To suggest a story idea or advertise with Living Well, call David Norris at 402-441-6156 or email dnorris@ lincoln.ne.gov. To receive Living Well by email instead of in the mail, call 402-441-6146 or email delrod@lincoln.ne.gov.

#### **LIVE & LEARN**

A monthly TV show for and about older adults on LNKTV City (ALLO Channel 2, Spectrum Channel 1300, Kinetic Channel 1005) and video-on-demand at lincoln.ne.gov (keyword: vod) or Live & Learn's You'Tube channel at lincoln.ne.gov (keyword: live & learn). View on LNKTV City or online at lincoln.ne.gov.

- · Mondays at 11 a.m. • Wednesdays at 5 p.m.
- Thursdays at 7 p.m.
- Fridays at 11:30 a.m.
- Sundays at 3:30 p.m.
- These are minimum airing times. Show re-airs at various other times throughout the

#### **CARE MANAGEMENT**

All Counties: 800-247-0938 Care Management Coordinator Joyce Kubicek

- · Butler County
- Becky Romshek, 402-367-4537 · Fillmore County
- Rhonda Stokebrand, 402-759-4922 · Polk County
- Amy Theis, 402-747-5731 · Saline County
- Trudy Kubicek, 402-826-2463 Saunders County
- Mary Dailey, 800-247-0938 Seward County: 800-247-0938
- · York County, Jerri Merklinger 402-362-7626

#### **MULTI-COUNTY PROGRAMS** · Butler County Senior Services

- Diana McDonald, 402-367-6131 · Fillmore County Senior Services
- Brenda Motis, 402-759-4922 • Polk County Senior Services
- Karla Shafer, 402-764-2252 · Saline County Aging Services
- Lori Moldenhauer, 402-821-3330 · Seward County Aging Services Kathy Ruzicka, 402-761-3593
- · York County Aging Services Lori Byers, 402-362-7626

#### **MULTI-COUNTY SENIOR CENTERS**

#### **Butler County**

· David City Senior Center 592 "D" Street, David City 402-367-6131

#### Fillmore County

- Exeter Senior Center 217 S. Exeter Ave., Exeter 402-266-2133
- Fairmont Senior Center 519 Fairmont Ave., Fairmont 402-268-2831
- Geneva Senior Center 1120 "F" St., Geneva 402-759-4921

#### Polk County

- · Osceola Senior Center 340 N. State St., Osceola 402-747-8227
- · Polk Senior Center 230 N. Main St., Polk 402-765-2311
- · Shelby Senior Center 230 N. Walnut St., Shelby 402-527-5158
- · Stromsburg Senior Center 118 E. 3rd St., Stromsburg 402-764-8227

#### Saline County

· DeWitt Senior Center 202 E. Fillmore Ave., DeWitt 402-683-4326 or 402-520-0873

#### Seward County

- · Milford Senior Center 105 "B" St., Milford 402-761-3367
- · Seward LIED Senior Center 1010 Manor Drive West, Seward 402-643-4466
- · Utica Senior Center 520 "D" St., Utica, NE 68456 402-534-3435

#### York County

- · McCool Junction Senior Diners c/o Village Hall 323 E. "M" St., McCool Junction 402-724-2525
- York Leisure Home 215 N. Lincoln Ave., York 402-362-2900
- · York Area Senior Center 725 Nebraska Ave., York 402-362-2496

#### SENIOR CARE OPTIONS (SCO) AND MEDICAID WAIVER

· 402-441-7070 or 800-247-0938

May 1, 2019; Rev. May 2, 2022

#### WHAT IS ADRC NEBRASKA?

ADRC Nebraska is a program funded by the State of Nebraska and overseen by the Nebraska Health and Human Services Department State Unit on Aging. Local ADRC staff assist Nebraskans who are aging or have a disability to locate and access services and supports.

#### WHO ARE ADRC PARTNERS?

- Aging Office of Western Nebraska
- Aging Partners
- Blue Rivers Area Agency on Aging
- Brain Injury Alliance of Nebraska
- Disability Rights Nebraska
- Eastern Nebraska Office on Aging
- Easterseals Nebraska
- League of Human Dignity
- Midland Area Agency on Aging
- Munroe Meyer Institute
- Nebraska VR
- Northeast Nebraska Area Agency on Aging
- South Central Nebraska Area Agency on Aging
- The Arc of Nebraska



## WHO CAN BENEFIT FROM THE ADRC?

The ADRC provides information, assistance, and education on services and supports to:

- ✓ Seniors (age 60+)
- ✓ People with disabilities of all ages
- ✓ Family members, caregivers
   & advocates for the above



## WHAT DOES THE ADRC PROVIDE?

ADRC staff are available over the phone or through face-toface meetings to assist eligible people and/or their representatives in making informed choices about the services and supports that best meet the person's needs.



The ADRC maintains a public website with descriptions and contact information of resources, supports, and services of value to seniors, people with disabilities and family members, caregivers & advocates. The website is available to the public at:

**ADRCNebraska.org** 

#### HOW CAN I LOCATE LOCAL SERVICES AND SUPPORTS ON THE WEB?

- ✓ Visit the ADRC website: ADRCNebraska.org
- ✓ ADRC online resource database is available 24 hours a day/7 days a week.



# HOW CAN I TALK DIRECTLY TO ADRC STAFF?

- ✓ Call toll-free: 1-844-843-6364
- Calls are answered Monday -Friday from 8 a.m. to 5 p.m. excluding holidays.



- ✓ BEATRICE: Blue Rivers Area
  Agency on Aging
   402-223-1376
- <u>HASTINGS</u>: Midland Area Agency on Aging
  - 0 402-463-4565
- KEARNEY: South Central
   Nebraska Area Agency on Aging
   308-234-1851
- ✓ <u>LINCOLN</u>: Aging Partners
   402-441-7070
- NORFOLK: Northeast Nebraska
  Area Agency on Aging

  0 402-370-3454
- ✓ <u>OMAHA</u>: Eastern Nebraska Office on Aging
   402-444-6536
- ✓ <u>SCOTTSBLUFF</u>: Aging Office of Western Nebraska
  - 0 308-635-0851





# AGING & DISABILITY RESOURCE CENTER

(ADRC)

PROVIDING NEBRASKANS WITH
USEFUL INFORMATION,
ASSISTANCE, AND EDUCATION ON
COMMUNITY SERVICES AND
SUPPORTS RELATED TO AGING
OR DISABILITY

#### Agency Newsletter



FEBRUARY 2019

# **My Center News**



#### Free Income Tax Assistance

Monday, Feb. 4 through Thursday, April 11 Monday through Thursday, 10 a.m. to 3 p.m. Downtown Senior Center, 1005 "O" St.



AARP Tax-Aide Volunteers are back to help you with your 2018 income taxes. Appointments start at 10 a.m. with the last appointment scheduled for 2 p.m. Why not stay for lunch? Make your lunch reservation (served from 11:30 a.m. to 12:15 p.m.) when you make your tax appointment. Bring your photo I.D., a copy of last year's return, proof of health insurance, Social Security card, wage and earnings statements (W2s), Retirement Income statements (Form 1099R or SSA 1099), Interest and Dividends statements (Form 1099), Homestead Exemption forms, and any other information about your income and expenses. Appointments go fast, call 402-441-7158.

#### Special St. Valentine's Day

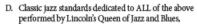
#### Dinner and a Show

Thursday, Feb. 14
Cotner Center Condominium
1540 N. Cotner Blvd.
Hy-Vee catered dinner: 5:30 p.m.
Show: 6:30 p.m.
\$10 dinner and show fee.
\$4 round-trip transportation fee.
\$5 show-only tickets.



No refunds!

- A. Happy lovers
- B. The lovelorn
- C. Single and content



Annette Murrell, aka Dr Diva! The answer is D, of course!

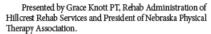
Reservations required. Show-only reservations also available. Registered guests get seating priority over walk-ins.

Reservation and payment required by noon Tuesday, Feb. 12. Call 402-441-7158.

#### Slippery Slope of Aging

Thursday, March 7 9 a.m. to 11 a.m. Hillcrest Firethorn 8601 Firethom Hillcrest and Aging Partners Educational Events Transportation is provided for a \$4 suggested contribution.





Grace has extensive experience in acute, skilled nursing and outpatient settings as both a clinician and a manager. A graduate of Kansas University in physical therapy, her passion is working with the older adult, especially in the areas of fall-risk reduction, dementia care and optimal aging.

There is no charge for the program, but you must call 402-441-7158 for reservations by noon Tuesday, March 5.



Aging Partners • My Center News



# Want to make a little money and give back to the community?

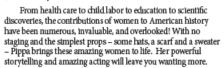
Aging Partners Transit is looking for a few good drivers. Part time with flexible schedules and a lot of fun with our clients. Be prepared to hear stories! If interested, contact Mitch at 402-441-8815 for details.

## **UPCOMING EVENTS**

Women's History Month Event

## "Women Who Changed the World" Featuring Pippa White

Thursday, March 14
Cotner Center Condominium
1540 N. Cotner Blvd.
Hy-Vee catered dinner: 5:30 p.m.
Show: 6:30 p.m.
No refunds!
\$10 dinner and show fee.
\$4 round-trip transportation fee.
\$5 show-only tickets.



Reservations required. Show-only reservations also available. Registered guests get seating priority over walk-ins.

Reservation and payment required by noon Tuesday, March 12. Call 402-441-7158.

#### Chris Sayre's St. Paddy's Day Show

Friday, March 15 Downtown Center, 1005 "O" St 10:30 to 11:30 a.m. \$4 suggested contribution for age 60 and over.



Patrick's Day with a special shamrock dessert plus a festive show with authentic Irish music compliments of Chris Sayre. All March birthdays will be celebrated, too!

Call 402-441-7154 to reserve a meal.

#### **Bob Ross® Oil Painting Class**

Saturday., March 16 from 9:30 a.m. to 3:30 p.m. Lake Street Senior Center, 2400 S. 12th St.



"Sunflowers" — A floral bouquet of Sunflowers. Paint along with certified instructor Donald R. Belik and take home a finished oil painting. No experience required. All materials and supplies are provided. Registration required. Payment due by Tuesday, March 12. Mail payment to Aging Partners, Attention: Art Class, 1005 "O" St., Lincoln, NE 68508. Cost \$50.

#### An Evening with the Cranes

Tuesday, March 26 Audubon Rowe Sanctuary; Gibbon, NE



Each spring, something magical happens in the heart of the Great Plains. More than 80 percent of the world's population of Sandhill cranes converge on Nebraska's Platte River Valley. Millions of ducks and geese also migrate to the neighboring rainwater basins. Join us as we take a motor coach to Gibbon, NE for spectacular nature scenes at the river's edge. Crane viewing is at its best at the Audubon Rowe Sanctuary blinds. This is a guided tour.

We will meet at Shoemaker's Travel Center, 151 SW 48th St. (West "O" St.) and leave Lincoln promptly at 3 p.m. to arrive at the sanctuary by 5:30 p.m. for perfect sunset viewing. Return to Lincoln by 10 p.m. Cost per person is \$70; based on entrance fee, guided tour, round-trip motor coach and box lunch provided by Hy-Vee. Transportation fee to the bus site is \$5 round trip.

For more information, call 402-441-7158. Space is limited to a maximum of 32.

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Aging Partners 

My Center News

#### Asian Center

Asian Community and Cultural Center 144 N. 44th St., Lincoln, NE 68503 Open: Wednesdays, 9 a.m. to 1 p.m. Manager: Duy Linh Bui, 402-477-3446 (leave message)

### Wednesdays **Special Event Programs**

- Feb. 6 "Staying Healthy During the Holidays," part two, presented by Linh But, sentor center manager, from 9 to 10 a.m.
  - ▶ Physical activity and exercise for senior citizens, lead by volunteers from the Asian Center from 10 to 11 a.m.
- Feb. 13 Come and enjoy a Vietnamese New Year potluck party with your Vietnamese senior friends from 9 to 10 a.m.
  - ► Physical activity and exercise for senior citizens, lead by volunteers from the Asian Center from 10 to 10:30 a.m.
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 20 "Be Prepared for Winter," presented by Linh Bui, senior center manager, from 9 to 10 a.m. Education material in Vietnamese will be distributed.
  - Physical activity and exercise for senior citizens, lead by volunteers from the Asian Center from 10 to 10:30 a.m.
- Feb. 27 Health Clinic: Aging Partners nurses Mary Tines and Mary Coder will perform blood pressure screenings from 9 to 11 a.m. They will also provide individual education about your readings, medication and
  - ▶ Physical activity and exercise for senior citizens, lead by volunteers from the Asian Center from 10 to 10:30 a.m.



In the event of severe winter weather or dangerous conditions, Aging Partners Senior Centers may be closed. As a rule, if Lincoln Public Schools are closed, the senior centers also will close. Please listen to KFOR 103.3 FM or 1240 AM, or KLIN 1400 AM for the most accurate and up-to-date senior center closing information.

Aging Partners • My Center News

#### Belmont Center

Belmont Recreation Center 1234 Judson St., Lincoln, NE 68521 Open: Mondays, Tuesdays, Thursdays, 9 a.m. to 1 p.m. Lunch served: noon Manager: Pam Lander, 402-441-7990

#### Mondays, Tuesdays and Thursdays

Dominoes, Rummikub and cards at 9 a.m.

#### Tuesdays

▶ BINGO at 11:30 a.m.

#### Special Event Programs

- Feb. 4 Weatherperson's Day trivia at 11:30 a.m.
  - "Get Greeked," provided by Denise Boyd, RD, Aging Partners.
- Feb. 5 Center birthday party at noon.
- Feb. 7 "Differences Between Hospital Professionals," presented by Bryan nursing students at 11:30 a.m.
- Feb. 11 Valentine craft project at 10:30 a.m.
- Feb. 14 Valentine's Day party wear something red and bring treats to share.
  - ► Couples trivia at 11:30 a.m.
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 21 "How to Choose Your Hospital," presented by Bryan nursing students at 11:30 a.m.
- Feb. 25 "Five Wishes," presented by Christy King, CHI Health at Home at 11:30 a.m. This informative presentation will help you discuss with friends and family what you need and want at the end-of-life.

## UNMC Health Clinics

#### Downtown Center

1005 "O" St., lower level

#### Schedule

education.

 Thursday, 9:30 a.m. to 1:30 p.m. Feb. 7, 14, 21 and 28 March 7, 14 and 28

April 4, 11 and 18 Services Available

#### nings are not vallable at the Dawstows Clinic

Comprehensive foot care, ear wax removal, blood glucose screenings, blood pressure screenings, cholesterol screenings and health promotion

A \$15 suggested contribution will help us continue to

provide services.
For details on these clinics, call 402-441-7575.



Febuary 2019

No

**Appointments** 

Necessaryl

# JoAnn Maxey Center Malone Community Center

Open: Wednesdays and Fridays, 9 a.m. to 1 p.m. Lunch served: noon

Manager: Pam Lander, 402-441-7849

#### Wednesdays and Fridays

Dominoes, Rummikub and cards at 9 a.m.

#### Wednesdays

▶ BINGO at 11:30 a.m.

#### **Special Event Programs**

- Feb. 1 "Hypothermia Prevention," presented by Bryan nursing students at 11:30 a.m.
- Feb. 6 February birthday quiz at 11 a.m.
- Feb. 8 "Keeping Your Memory Sharp," presented by Bryan nursing students at 11:30 a.m.
- Feb. 15 "How to Prepare for Community Living," presented by Carla Abendroth from Clark Jeary at 11:30 a.m.
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 22 "Strength Exercises," presented by Bryan nursing students at 11:30 a.m.
- Feb. 27 "Roman God and Goddess" match them up at 11:15 a.m.

#### **Downtown Center**

1005 "O" St., Lincoln, NE 68508 Dining room open: Monday - Friday, 9 a.m. to 1 p.m. Lunch served: 11:30 a.m. to 12:15 p.m. Building hours: 8 a.m. to 4:30 p.m. Manager: Denise Howe, 402-441-7154

#### Mondays

 The Clefs perform at 10:30 a.m. Come enjoy this talented group of musicians!

#### Tuesdays

Spanish class: Madonna Room at 9:30 a.m.

#### Wednesdays

- Book Buddles meet in the lower level atrium at 9:30 a.m.
- BINGO at 10:30 a.m. Guardian Angels is our prize sponsor this month. Thank you for your generous support!

#### Fridays

 Come visit a friend or make new ones while enjoying some freshly made popcorn and watching our large screen television.

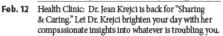
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#### Special Event Programs

Feb. 1 Pet therapy with Visiting Angels' Natalie Leon and Zeke (right) in the lower



- Feb. 7 Poetry reading and writer's workshop with Carol Roland at 10:30 a.m.
- Feb. 8 Garry's drawing class at 10 a.m.



 "My Valentine: Red Hot and Healthy," a nutritional handout will be available compliments of Denise Boyd RD.



Feb. 14 Jimmy Mack's '50s Valentine's Show. Let's shake a leg and celebrate Valentine's Day in "50's style" with fun music and poodle skirts at 11 a.m.

Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.

- Feb. 19 'Five Wishes Book,' presented by Kristi King from CHI Health at Home.
- Feb. 21 "History of Libraries in Lincoln," presented by Mary Sauers from the Nebraska Library Commission.
- Feb. 22 Garry's drawing class at 10 a.m.
- Feb. 26 Michael Forsberg is a Nebraska native whose 25-year career as a photographer and conservationist has been dedicated to wildlife and conservation stories in North America's Great Plains. His images have been featured in publications including Audubon, National Geographic, Nature Conservancy and Outdoor Photographer magazines. Please join us as Michael shares all about his craft and passions at 10:15 a.m.
- Feb. 28 "Get Greeked," presented by Devin Mueller at 11 a.m. Learn the benefits of Greek yogurt and ideas on including it in your diet.
  - Health Clinic: Angels Care Home Health will perform blood pressure screenings at 11 a.m.

## SHOPPING NEWS

HyVee: Wednesday, Feb. 6 Wal-Mart: Wednesday, Feb. 20

Reserve a spot before noon the Monday before shopping. Van leaves the center at 12:30 p.m. \$4 suggested trip contribution.

#### Lake Street Center

Saint James United Methodist Church 2400 S. 11th St., Lincoln, NE 68502 Open: Mondays through Fridays, 9 a.m. to 1 p.m. Lunch served: 11:30 a.m. Manager: Kelle Brandt, 402-441-7157

#### Mondays through Fridays

- ► Coffee, visiting and reading the newspaper at 9 a.m.
- Pitch, games and puzzles.

#### Tuesdays

▶ BINGO at 10 a.m. Please bring a prize.

#### Wednesdays

Stretch dass in our fitness room at 12:30 p.m.

#### Fridays

It's game day! Come on in and play pitch, dominoes or any other type of game you like. Bring a friend!

## HOPPING NEWS

Super Saver: Wednesday, Feb. 6 Wal-Mart: Wednesday, Feb. 20

Reserve a spot before noon the Monday before shopping. Van leaves the center at 12:15 p.m. \$2 suggested trip contribution.

#### Special Event Programs

- Feb. 1 Game day.
- Feb. 4 A look at the crazy days of February.
- Feb. 5 Preparing for our "Kids are Great" Valentine project.
- Feb. 6 We'll be working on "Kids are Great" Valentine project.
  - ▶ Bryan nursing students will perform blood pressure screenings from 10:30 a.m. to 12:30 p.m.
  - ▶ SNAP (Supplemental Nutrition Assistance Program) will be presented by Bryan nursing students Brittany and Tina at 11 a.m.
- Feb. 7 "Valentines for Vets" project.
- Feb. 8 Game day.
- Feb. 11 "Heart Health," a nutritional handout from Denise Boyd, RD.
- Feb. 12 Heart trivia



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- Feb. 13 Medicare Minute and Medicare BINGO with staff from Nebraska SHIIP at 10:30 a.m. This program will provide us with useful information about Medicare.
- Feb. 14 Valentine's Day let's have a party!
  - ► A visit by the Lincoln City Libraries Bookmobile from noon from noon to 1 p.m. Check it out!
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 19 Presidential trivia
- Feb. 20 Enjoy the great music of Fine Wine at 10 a.m.
  - ▶ "Tips for Travelers with Chronic Illness," presented by Bryan nursing students Jennifer and Elise from 10:30 a.m. to 12:30 p.m. They will also perform blood pressure screenings.
- Feb. 21 We are in luck. Priscilla the comfort dog will here at 10:30 a.m. She does our hearts well.
- Feb. 22 Game day come on in and enjoy the fun!
- Feb. 25 Wii bowling
- Feb. 26 "Clark Jeary Retirement Community," presented by Carla Ábendroth, Marketing Director from Clark Jeary, at 11 a.m.
- Feb. 27 Enjoy the humor and good music of "Just Patty" at 10 a.m.
  - ▶ "Signs of Myocardial Infarction (MI) in Older Adults," presented by Taylor and Karni, Bryan nursing students. They will also perform blood pressure screenings from 10:30 a.m. to 12:30 p.m.
- Feb. 28 Cost of living, then and now.
  - ► A visit by the Lincoln City Libraries Bookmobile from noon to 1 p.m.

#### Vermeer Education Center 4000 S. 84th St., (north of St. Mark's Church)

#### Schedule

Wednesday, 9:30 a.m. to 1:30 p.m. Feb. 6, 13, 20 and 27 March 6, 13 and 27 April 3, 10, 17 and 24

#### Services Available

Comprehensive foot care, blood glucose screenings, blood pressure screenings, cholesterol screenings, osteoporosis screenings and health promotion education.

A \$15 suggested contribution will help us continue to provide services.

For details on these clinics, call 402-441-7575.



Febuary 2019

No **Appointments** 

Necessary!

Northeast Center 6310 Platte Ave., Lincoln, NE 68507 Open: Mondays through Fridays, 8 a.m. to 4 p.m. Lunch served: 11:30 a.m. to 12:15 p.m. Manager: David Chapelle, 402-441-7151

#### Mondays through Fridays

▶ Public Access Computers – four work stations are available to the public between 8 a.m. and 3:30 p.m.

#### Mondays

- Trivial Pursuit Challenge challenge our resident know-italls in a contest of remembering totally interesting but useless information and fun facts at 10 a.m.
- Reminiscing about today and yesterday stop by for a cup of coffee and a cookle and chat about this, that and the other thing at 11 a.m.
- ▶ 10-Point Pitch from 12:30 to 3 p.m.
- Senior fitness quick tune-up to help with strength, agility and balance from 11 to 11:15 a.m. and 12:15 to 12:30 p.m.

#### Tuesdays

- ▶ Wii fun and games bowling, tennis and golf from 10 to 11
- Adult coloring Get your mind moving with the exciting "new" art of coloring at 10:30 a.m.
- ► Social media: Facebook, Twitter and email isn't really a brave new world. Social media is a new twist on the old telephone party line or having coffee with friends at the corner café. Join us for coffee and a fun and informative hands-on how-to session from 1 to 3 p.m.
- ► Origami A fun craft project you can do anytime. Join us as we work on these craft projects from 1 to 3 p.m.

#### Wednesdays

- Grab-bag BINGO from 10 to 11:15 a.m. Please bring a prize!
- Sentor fitness quick tune-up to help with strength, agility and balance from 11 to 11:15 a.m. and 12:15 to 12:30 p.m.
- ▶ 10-Point Pitch and Bridge from 12:30 to 3 p.m.

#### Thursdays

- Wii fun and games bowling, tennis and golf from
- Writer's Workshop We're in a workshop setting to write and read the work of our workshop attendees. We'll learn a bit, and also teach each other the ins-and-outs of writing from 10 to 11 a.m.
- Social media: Facebook, Twitter and email isn't really a brave new world. Social media is a new twist on the old telephone party line or having coffee with friends at the corner café. Join us for coffee and a fun and informative hands-on how-to ession from 1 to 3 p.m.

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- Origami A fun craft project you can do anytime. Join us as we work on these craft projects from 1 to 3 p.m.
- Basic drawing Even Leonardo da Vinci had to start with the basics. Join us to learn the basics of drawing from 1 to 3 p.m.

#### Fridays

- 10-Point Pitch from 12:30 to 3 p.m.
- Sentor fitness quick tune-up to help with strength, agility and balance from 11 to 11:15 a.m. and 12:15 to 12:30 p.m.

#### Special Event Programs

- Feb. 1 Enjoy the music of Fine Wine at 10 a.m.
- Feb. 6 Hospice Community Care nurses will perform blood pressure screenings at 9 a.m.
- Feb. 8 Enjoy the music of One Moore Time at 10 a.m.
- Feb. 11 Foot care with Dr. Fountain at 9 a.m.
- Feb. 13 Hillcrest Health Services Fall Clinic from 9:30 to 11 a.m.
- Feb. 14 Valentine's Day celebration from 10 to 11 a.m. Celebrate this holiday of love and romance with a musical performance from Mr. Robert Patton. Please be sure to call us at 402-441-7151, before noon Tuesday, Feb. 12 for your lunch reservations
  - ► Monthly birthday party at 11 a.m. Recognition and free lunch to those celebrating a February birthday! The birthday lunch is restricted to the day of the party only. Please call 402-441-7151 before Thursday, Feb. 7 to reserve your meal.
  - Happy Birthday Charles Brown (3), Norman Porath (8), Mary Grimes (11), Janeth Leymaster (12), John Moore (23), Ron Schwarzenbach, (25), Les Swanson (27), Barbara Bratt-Kennedy (27), Billy Hogan (28), Marlene McDonald (28)!
- Feb. 15 Enjoy the music of Mike McCracken at 10 a.m.
- Feb. 18 Aging Partners offices and all senior centers are closed for Prestdents Day.
- Feb. 20 Hillcrest Health Services' staff will perform blood pressure screenings at 9 a.m.
  - ▶ "My Valentine: Red Hot and Healthy," nutritional handout at 10 a.m.
- Feb. 22 Medicare BINGO from 9:30 to 10 a.m. There are changes and exciting new options in Medicare. Join us for a fun and informative game of Medicare BINGO to get the facts.
  - Enjoy the music of One Moore Time at 10 a.m.
- Feb. 26 "Five Wishes," presented by Christy King, CHI Health at Home, from 10 to 11 a.m. This informative presentation will help you start the end-of-life discussion with friends and family.
- Feb. 27 "Moving into a Community Living Facility" from 9:30 to 10 a.m. Join Carla Abendroth from Clark Jeary as she shares the fine points of preparing yourself.

## **Community Health and Fitness Classes**

For more information or to register for classes, call 402-441-7575.

#### **Aging Partners Fitness Center**

555 S. 9th St. (new location)

Monday through Friday from 8 a.m. to 4 p.m.

All ages are welcome at the fitness center. Cardio equipment, strength training equipment, free weights, balance and other exercise aids are available.

A certified personal trainer is available Tuesdays and Thursdays from 9 a.m. to 2 p.m. or by appointment. \$10 monthly suggested contribution for age 60 and over. \$15 fee for under age 60.

For most Health and Fitness classes, there is a \$4 per class suggested contribution for age 60 and over or a \$5 per class fee for under age 60. Punch cards are available. Preregistration is required for all classes. Please register early. Classes that do not have sufficient enrollment may be cancelled.

#### **New for Family Caregivers**

Family caregivers do a lot to enhance the health and well-being of the person they care for. It is important they remember to take good care of themselves. One of our certified personal trainers or instructors would be happy to assist you in developing a home-based exercise program designed to meet your needs. Appointments can be set up at a time and location convenient for you. We also encourage family caregivers to take advantage of our fitness center and classes if they can.

#### Chair Tai Chi

St. Paul United Methodist Church 1144 "M" St. (dining room) Tuesdays from 9:30 to 10:15 a.m.

This ongoing program is based on the modified Tai Chi
– Moving for Better Balance 8 Form program. Participants
are taught simple movements they can practice sitting or
standing near a chair.

#### Fit and Strong Classes

F Street Recreation Center, 1225 "F" St. Mondays and Fridays from 10:30 a.m. to noon Feb. 1 through April 26 (no class Feb. 18) April 29 through July 22 (no class May 27)

These classes will help anyone become more active. They benefit those with osteoarthritis. Participants learn the benefits of physical activity, how to manage arthritis, how to exercise safely and how to develop and maintain a healthier, more active lifestyle without pain. The first hour of class incorporates stretching and flexibility, walking, strength training and balance exercises. The last 30 minutes are spent with health education and group problem solving.

#### Qigong Refresh and Recharge - NEW

This ancient, meditative practice focuses on slow, gentle movements which help relieve aching muscles and stiff joints, improve balance and flexibility, and increase energy. Movements begin from a chair, move to standing forms, and close with seated stretches and stimulating breath exercises. This class is appropriate for individuals at all levels of ability.

- Cotner Center Condominium 1540 N. Cotner Blvd. (use Cotner Blvd. entrance) Mondays from 10 to 11 a.m.
   Feb. 4 through April 29 (no class Feb. 18) May 6 through July 29 (no class May 27)
- Auld Pavilion, 1650 Memorial Drive Thursdays from 9:30 to 10:30 a.m.
   Feb. 7 through April 25

#### **Dynamic Movement Classes**

Each class focuses on balance, strength and flexibility through a unique combination of dance steps done to popular oldies music. Synchronized movements isolate and strengthen musicle groups, increase heart rate and improve core stability. Participants warm-up from the chair, move to standing, transition to dance, then cool down with standing and seated movements.

- Cotner Center Condominium, 1540 N. Cotner Blvd. Mondays from 2 to 3 p.m.
   Feb 4 through April 29 (no class Feb. 18)
   May 6 through July 29 (no class May 27)
- St. Mark's United Methodist, 8550 Pioneers Blvd. (Gymnasium)
   Thursdays from 3:30 to 4:30 p.m.
   Feb. 7 through April 25
- Auld Pavilion, 1650 Memorial Drive Tuesdays, 9:30 to 10:30 a.m.
   Feb. 5 through April 23



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## **Community Health and Fitness Classes**

For more information or to register for classes, call 402-441-7575.

#### Chair Yoga

Chair yoga is one of the most gentle forms of yoga available. It is a unique style that adapts yoga positions and poses through creative use of a chair. Poses are done seated or the chair is used for support during standing and balance poses. Emphasis will be on breathing, balance and taking things at your own pace. Chair yoga is suitable for all ages, fitness levels and physical conditions. Beginners welcome.

- · East Lincoln Christian Church, 7001 Edenton Road Fridays, 11 a.m. to noon Feb. 1 through April 19
- Eastridge Presbyterian Church, 1135 Eastridge Drive Wednesdays, 1:30 to 2:30 p.m. Feb. 6 through April 24

#### Beginners 8 Form Tai Chi for Balance and Fall Prevention Class

This is a modified program for older adults. It is designed to improve posture, enhance balance and build strength. Participants are taught simple movements that are performed slowly.

 Auld Pavilion, 1650 Memorial Drive Tuesdays, 10:45 to 11:45 a.m. Feb. 5 through April 23

#### Tai Chi – Continuing 24 Form

This class is suggested for those who have completed the 24 Form instructional classes.

Cotner Center Condominium, 1540 Cotner Blvd. Mondays, 1 to 1:30 p.m. Feb. 4 through April 29 (no class Feb. 18) May 6 through July 29 (no class May 27)

#### Tai Chi – Moving for Better Balance

Thanks to a grant from the Nebraska Department of Health and Human Services Injury Prevention Program, Aging Partners is enhancing current Tai Chi offerings to include new evidence-based classes in Lincoln.

Tai Chi - Moving for Better Balance is a fall prevention program that uses the principles and movements of Tai Chi to help older adults improve their balance and increase their confidence in doing everyday activities. Suggested contribution is \$2 per class or \$4 per week.

- E Street Community Center, 1225 "E"St. Tuesdays and Thursdays 10:30 to 11:30 a.m. Feb. 5 through April 25
- Eastridge Presbyterian Church, 1135 Eastridge Drive Mondays and Thursdays, 1:30 to 2:30 p.m. Jan. 24 through April 18 (no class Feb. 18)

#### **Diabetes Self-Management Workshop**

Eastridge Presbyterian Church, 1135 Eastridge Drive Tuesdays from 1 to 3 p.m. Feb. 5 through March 12

This is a six-week course for adults with diabetes, their family members and friends. Learn about diabetes, including:

- · What to eat and when to exercise.
- · Monitoring your blood sugar.
- Foot care.
- · Communicating with family and your health care provider.
- · Low and high blood sugar.
- · Tips for dealing with stress.
- · How to set small and achievable goals.
- · Overview of relaxation techniques.
- How to increase your self-confidence.
- · Feel better and take charge.

#### Stepping On - Building Confidence and Reducing Falls

Stepping On is a community-based fall prevention program intended to educate participants and build confidence to reduce or eliminate falls. Classes meet for two hours, once a week for seven weeks. You will learn the most up-to-date information about fall prevention. Topics include simple and fun balance and strength exercises; along with information on how vision, medication, safe walking outside and footwear can aid in the prevention of falls.

- · Madonna ProActive, 7111 Stephanie Lane Thursdays from 1:30 to 3:30 p.m. Feb. 7 through March 21
- Eastmont Towers Seasons, 6305 "O" St. Thursdays from 1 to 3 p.m. March 7 through April 18



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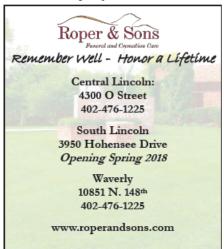
Bennet Center American Legion Hall, 970 Monroe St. Open: Tuesdays and Thursdays 10 a.m. to 2 p.m. Lunch served: noon Manager: Paula Chamberlain, 402-416-7693 Reservations: 402-782-3120 (Marilyn) Thursdays

#### Tuesdays and Thursdays

► Games and cards at 10 a.m.

#### Special Event Programs

- Feb. 5 Valentine craft project.
- Feb. 7 "Five Wishes Book," presented by Kristi King from CHI Health at Home at 1 p.m.
- What Are Functional Foods? A nutritional handout from Denise Boyd, RD.
- Feb. 14 Valentine craft project.
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 19 "Heart Health," a nutritional handout review.
- Feb. 21 Tammy Barrett from the Better Business Bureau at 11 a.m.
  - ▶ BINGO with Jen Wolf of Southlake Village at 1 p.m.
- Feb. 26 "Ten Super Foods for Eye Health," presented by staff from AARP.
- Feb. 28 "Heart Health," a nutritional handout review.
  - ► Kristi King from CHI will perform blood pressure screenings at 1 p.m.



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Firth Center Firth Community Center, 311 Nemaha St. Open: Mondays, 9 a.m. to 1 p.m. Lunch served: 11:30 a.m. Manager: Paula Chamberlain, 402-416-7693 Reservations: 402-416-7693 (Paula)

#### Mondays

Art books, games and cards from 9 to 11 a.m.

#### Special Event Programs

- Feb. 4 "What's new at Clark Jeary," presented by Carla Abendroth at 11 a.m.
- Review nutrition handout on heart health.
- Feb. 11 Valentine craft time with April's Daycare from 10 to 11 a.m.
  - ▶ BINGO with Jen Wolf of Southlake Village at 12:30 p.m.
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 25 Listen to the music of "Country Road" at 10:30 a.m.
  - ► Tammy Barrett from the Better Business Bureau will speak at noon.



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#### Hickman Center

Hickman Community Center, 115 Locust St. Open: Wednesdays, 9 a.m. to 1 p.m. Lunch served: 11:30 a.m.

Manager: Paula Chamberlain, 402-416-7693 Reservations: 402-416-7693 (Paula)

#### Wednesdays

- Art books, games and puzzles along with books provided by the Hickman Community Center Library from 9 a.m. to 1 p.m.
- Senior Walking Warriors come walk in the gym for exercise from 9 to 9:30 a.m.
- Learn about the computer with the Hickman Library staff from 10 a.m. to 11 a.m.

#### Special Event Programs

- Feb. 6 Ryan Sothan, Outreach Coordinator, Consumer Protection and Anti-Trust Division Office of the Nebraska Attorney General, at noon.
- Feb. 13 Valentine craft at 10 a.m.
  - ▶ BINGO with Jen Wolf from Southlake Village at
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 20 Mallory Carsten's H Salon and Spa Learn about this business in Hickman at 11 a.m.
  - Heart Health review nutrition handout.
- Feb. 27 Community Event Aging Partners, CHI and Veterans Administration on Veterans Services
  - Listen to the music of "Country Road" at noon. Hy Vee Catering reservations needed by Wednesday, Feb. 20.



#### Lancaster County **PUBLIC RURAL TRANSIT**

Serving the entire Lancaster County area five days a week with door-to-door transportation.

Operating hours: Monday through Friday, 7:30 a.m. to 5:30 p.m. TRANSIT FARES

#### Normal operating hours:

One-way fare: \$2 Round trip fare: \$4 Additional Stop: \$2 10-Punch Rider Card: \$20

#### Outside normal operating hours:

One-way fare: \$5 Round trip fare: \$10 Additional Stop: \$5

- Each rider will be charged an additional boarding fare of \$5 for a trip exceeding 100 miles or 6 hours in duration.
- A five-rider minimum is required for all trips scheduled outside normal Trips accepted in the order received until vehicle capacity and/or driver
- availability is reached.
- Trips can be scheduled up to one month in advance of your trip.

Call 402-441-7031 for more details or to schedule a trip.

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Waverly Center First United Methodist Church, 14410 Folkestone St.

Open: Fridays, 9 a.m. to 1 p.m. Lunch served: 11:30 a.m.

Manager: Paula Chamberlain, 402-416-7693 Reservations: 402-416-7693 (Paula)

#### Fridays

Games and cards at 10 a.m.

#### Special Event Programs

- Feb. 1 Tammy Barrett, Better Business Bureau at 11 a.m.
  - ► Heart Health," a nutritional handout review.
  - ▶ Valentine craft project.
- Feb. 15 Ten superfoods for eye health from AARP.
- Feb. 18 Aging Partners offices and all senior centers are closed for Presidents Day.
- Feb. 22 What are functional foods? A nutritional handout.



DISCLAIMER: Advartisements listed in this newsletter are not an endorsement by Aging Partners' My Center News, Add Ested herein are past for by individuals and agencies who wish to promote their services and/or products to our participants.







MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1 *  Ham slice Pineapple ring Potatoes O'Brien Pea salad Bread Spiced peaches
Hot turkey sandwich Gravy Mashed potatoes Country garden pasta Bread Gelatin	Porktacos Red beans and rice Seasoned corn Applesauce	Lemon garlic cod Macaroni and cheese Mixed vegetables Rye bread Lemon fruit cup	7 Meatloaf Baby baker potatoes Savory green beans Dinner roll Yogurt Mandarin oranges	8 BBQ pork on a bun Steak fries Califomia vegetables Cake Pears
Pollock Scalloped potatoes Green beans Bread pudding Mandarin oranges	Salisbury steak with mushroom gravy Mashed potatoes Corn Wheat bread Pineapple	Oven baked chicken Mixed vegetables Kidney bean salad Dinner roll Fruit	14 Cheeseburger on a bun French fries Garden vegetable salad Ice cream Mixed fruit	Roast beef slice Gravy Mashed potatoes Steamed broccoli Roll Fresh fruit
18 Aging Partners offices and all senior centers are closed for Presidents Day.	Seasoned tilapia Rice blend Honey roasted carrots Cornbread Pudding Fruit	Crispy ranch chicken Mashed sweet potatoes Steamed peas Bread Cake	Pork roast Gravy Baby baker potatoes Roasted squash Bread Cinnamon apples	Beef and bean taco salad with tomatoes, cheese and salsa Tortilla chips Cookie Pears
Prozen fruit mix	Sliced ham Steamed com Sweet potato Wheat roll Pears	Turkey slice Twice baked potato Garden vegetable salad Dinner roll Pudding	Tater tot casserole Dill carrots Soundough bread Fruited gelatin	

Menus are subject to change.

All meals include 1 percent or fat-free milk and margarine.

Condiments and dressing available for sandwiches and salads.

\*Low sodium alternative available

\$4 meal suggested contribution age 60 and over. \$8 meal fee under age 60.

\$4 transportation suggested contribution age 60 and over.

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MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1 Beef and Swiss on rye Raw veggles with dip Pudding Fruit
Taco soup Corn chips Tossed salad Granola bar Pears	5 Tuna salad on bun Carrot sticks with dip Yogurt Fruit	6 Ham and cheese sandwich Potato salad Trail mix bar Fresh fruit	7 Chicken noodle soup Crackers Egg salad sandwich Pickled beets Cinnamon applesauce	8 Turkey and cheese sandwich Tossed salad Pudding Fruit
11 Chicken salad sandwich Dill pickle spear Coleslaw Fruit cocktail	12 Breakfast burrito Tomatoes and zucchini Pears	13  Ham salad sandwich Soup Carrot sticks with dip Crackers Apple	14 Tuna salad sandwich Tomato juice Pudding Fruit cup	15 Chicken pasta salad Pickled beets Chex <sup>e</sup> mix Peaches
18 Aging Partners offices and all senior centers are closed for Presidents Day.	19 Chef salad with chicken Breadstick Gelatin Diced pears	20 Tuna salad sandwich Corn salad Rice Krispie bar Fresh fruit	21 Chicken and noodles Tossed salad Yogurt Fruit cocktail	Cold oven fried chicken Potato salad Relish sticks Roll Fruit
25 Turkey and cheese sandwich Pickled beets Cookie Peaches	26 Pimento cheese sandwich Marinated vegetable salad Granola bar Fruit	27 Roast beef sandwich Broccoli pea salad Pretzels Raspberry applesauce	28 Chef salad with chicken Dinner roll Yogurt Orange	

Menus are subject to change. All meals include 1 percent or fat-free milk and margarine. Condiments and dressing available for sandwiches and salads. \$4 meal suggested contribution age 60 and over. \$8 meal fee under age 60.

\$4 transportation suggested contribution age 60 and over.

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