



## SECTION I – SUPPLEMENTAL DOCUMENTATION

### 1. 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.

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Assurances required by the Older Americans Act of 1965, as reauthorized in 2016

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The Eastern Nebraska Office 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 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—

(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—

(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 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
- (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—
    - (i) 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;
    - (ii) 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 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 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—

(A) health and human services;

(B) land use;

(C) housing;

(D) transportation;

(E) public safety;

(F) workforce and economic development;





- (G) recreation;
- (H) education;
- (I) civic engagement;
- (J) emergency preparedness;
- (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 subparagraph (A), the State agency may extend the period for not more than 90 days.



## 2. Sample of a Contract

### CONTRACT

*This Contract is made and entered into this 1st day of July 2021 by and between the EASTERN NEBRASKA OFFICE ON AGING, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed by the Nebraska Political Subdivisions, Cass County, Dodge County, Douglas County, Sarpy County and Washington County, pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (hereinafter referred to as "ENOA") and **contractor** (herein referred to as "Contractor") for the purpose of providing personal care services in **list counties to be served**.*

**WHEREAS**, ENOA has received a grant from the Nebraska Health & Human Services System-Division on Aging, an agency of the State of Nebraska (herein referred to as the "**State**") to provide personal care services to persons 60 years of age and older within **Douglas, Sarpy, Cass, Dodge and Washington Counties** as noted above (herein referred to as the "**Area**"); and

**WHEREAS**, ENOA has been created according to Sections 13-801 through 13-807 Revised Statutes of Nebraska, 1943, Reissue 1987, and further has been recognized by the State as the official area agency on aging for the Area; and

**WHEREAS**, ENOA has determined in its Area Plan for Fiscal Year 2021-22 that there exists a significant and clear need for personal care services for older adults living in the Area; and

**WHEREAS**, the Contractor is desirous of providing such services as referred to above and hereinafter enumerated for and on behalf of ENOA.

**NOW, THEREFORE, IT IS AGREED** as follows:



## ARTICLE I

### APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing personal care services to older adults. Contractor acknowledges it is an independent contractor and shall be solely responsible for and indemnify ENOA for all matters relating to any employees of contractor including, but not limited to, all federal, state, and local taxes, including FICA, and any and all claims arising under the Fair Labor Standards Act for Contractor's employees retained to effectuate the purpose of this Contract.

## ARTICLE II

### SERVICES

In carrying out the terms of this Contract, Contractor agrees to provide services as designated in program specifications and proposal attached hereto and identified as Exhibit "A" and by this reference made a part of this Contract. Contractor acknowledges that nothing contained in this Contract shall require ENOA to utilize Contractor's services. Contractor agrees to provide such quantity of services as requested by ENOA.

## ARTICLE III

### COMPENSATION

In consideration of the services herein provided, ENOA shall reimburse Contractor for each unit (**hour**) of service at a rate of \$23 per hour in Douglas, and Sarpy Counties and \$24 per hour in Cass, Dodge and Washington counties for the fiscal year of **2021-22**. Contractor shall prepare a monthly billing to be submitted by the tenth working day of the following month.



## ARTICLE IV

### TERM

This Contract shall be in effect from July 1, 2021 through and including June 30, 2022. Either party may terminate Contract by thirty (30) days advance written notice for failure to comply with any terms and conditions of Contract. It is specifically understood and agreed by and between the parties hereto that this Contract shall remain in force only so long as funds are made available through the State.

## ARTICLE V

### AUTHORIZED REPRESENTATIVE

The Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports. ENOA shall not be authorized to change any of the terms or conditions of this Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with the terms and conditions of Paragraph VIII hereof.

## ARTICLE VI

### CONDITIONS

#### A. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or



applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract.

**B. PERMITS, REGULATIONS, LAWS**

Accept

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**C. INSURANCE REQUIREMENTS**

Accept

The contractor shall not commence work under this contract until he or she has obtained all the insurance as required and requested by the contract. The contractor shall furnish ENOA a certificate of insurance coverage which indemnifies and holds harmless the Eastern Nebraska Office on Aging. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage. (See attached Personal Care Services Exhibit A for specific insurance requirements.)

**D. INDEPENDENT CONTRACTOR**

Accept

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of ENOA. The contractor will hold ENOA harmless from any and all such claims.

**E. CONTRACTOR PERSONNEL**

Accept

The contractor warrants that all persons assigned to the project shall be employees of the contractor and shall be fully qualified to perform the work required. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the contractor, to solicit or secure the contract and that it has not paid or agreed to pay any company or person other



than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the contract. For breach of this statement, ENOA shall have the right to annul contract without liability. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US.

**F. COMMUNICATION**

Accept

For the duration of the contract, all communication between contractor and ENOA regarding the contract shall take place between the contractor and individuals specified by ENOA. Communication about the contract between contractor and individuals not designated as points of contact by ENOA is strictly forbidden.

**G. CONFLICT OF INTEREST**

Accept

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services or which creates an actual or appearance of conflict of interest.

**H. BEGINNING OF WORK**

Accept

The contractor shall not commence any billable work until a valid contract has been fully executed by ENOA and the contractor.

**I. ADVERTISING**

Accept

The contractor agrees not to release any written material or media releases regarding the program sponsored by ENOA.

**J. POLITICAL ACTIVITIES**

Accept

Contractors are prohibited from using any of the funding provided for this contract for lobbying or political purposes of any kind.

**K. ENOA PROPERTY**

Accept

The contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.

**L. EARLY TERMINATION**

Accept

The contract may be terminated as follows:

1. ENOA and the contractor, by mutual written agreement, may terminate the contract at any time.



2. ENOA, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. In the event of cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

**M. BREACH BY CONTRACTOR**

Accept

ENOA may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. ENOA may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days.

**N. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept

ENOA may terminate the contract, in whole or in part, in the event funding is no longer available. ENOA will give the contractor written notice thirty (30) days prior to the effective date of any termination. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**O. PAYMENT**

Accept

ENOA will render payment to contractor when the terms and conditions of the contract and specifications are being satisfactorily completed on the part of the contractor as solely determined by ENOA.

**P. INVOICES**

Accept

Invoices for payments must be submitted by the contractor to ENOA with sufficient detail to support payment.

**Q. RECORDS, ACCESS AND AUDIT REQUIREMENTS**

Accept

Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all contract expenses. All contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this contract shall be subject to review or audit. Contractor shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.



**R. PROGRAMMATIC REPORTS**

Accept

Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, **a contract completion report to be submitted within fifteen (15) days upon termination or completion of the contract. We no longer send out contract completion reports.**

**S. INSPECTION AND APPROVAL**

Accept

A representative from ENOA shall have the right to enter any premises where the contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**T. CONFIDENTIALITY**

Accept

All materials and information provided by ENOA or acquired by the contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify ENOA immediately of said breach and take immediate corrective action.

**U. DRUG POLICY**

Accept

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.

**V. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept

The contractor, by signature to the contract, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor shall immediately notify ENOA if, during the term of this contract, contractor becomes debarred. ENOA may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

**ARTICLE VII**



**ASSIGNMENT**

Contractor may not assign its rights or obligations under this Contract without the express prior written consent of ENOA.

**ARTICLE VIII**

**MODIFICATIONS**

This Contract may be amended at any time by written agreement of the parties hereto and shall be amended as prescribed by changes in state or federal rules and regulations and cost policies referred to in the program specifications.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_

Provider's name

By \_\_\_\_\_  
*Authorized Representative*

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_

EASTERN NEBRASKA HUMAN SERVICES  
AGENCY-OFFICE ON AGING

By \_\_\_\_\_  
Chair, ENHSA/ENOA Governing Board

Date \_\_\_\_\_



### **3. Sample Subaward**

Updated May, 2020 – Section removed as ENOA no longer has any subawards.

## 4. Sample of Direct/Contracted Center Disaster Plan

### ENOA Comprehensive Disaster Plan for Senior Centers

The goal of ENOA is to have the capability to respond appropriately and effectively to different emergency situations. Emergency protocols are divided into three major categories:

#### Category I

**Emergency situation within the physical structure of ENOA senior centers.**

This includes but is not limited to: individual/multiple injuries; fire, police emergency, natural gas leak, broken water pipes; bomb threat, and miscellaneous building emergencies. A fire drill will be conducted at the Senior Centers on a yearly basis.

#### Category II

**Emergency situations which negatively impact the health and welfare of ENOA senior center staff and participants (excluding pandemic flu).**

This includes but is not limited to: weather related emergencies or other natural disasters. A tornado drill will be conducted at the Senior Centers on a yearly basis.

#### Category III

**Pandemic influenza/Virus impacting ENOA staff, volunteers or participants.**

This includes but is not limited to: pandemic influenza or other communicable situations which will result in high levels of illness and death.

### Category I Emergencies

The specifics of the situation will indicate who is at risk (if anyone) within the physical structure of the Senior Center. The reaction to an emergency within the center will be based on the situation and management will follow the specific procedure or use their own common sense and judgment to remove themselves and seniors from any dangerous situation. See the following list of emergency situations for specific plans for different situations.

#### I. Fire and Emergency Evacuation

1. The first individual aware of a fire or smoke in the center is to alert the center manager who will alert others by activating the fire alarm system. If the center is not equipped with an alarm system, participants should be alerted in a calm manner by general announcement.



2. If you are in the vicinity of the fire when it is discovered, do not attempt to extinguish it unless you have been trained in the proper use of a portable fire extinguisher and the fire is very small in size and it can be easily controlled without placing yourself or others in danger. Remember, the primary concern is not the loss of property, but the safety of our participants, volunteers and staff.
3. In the event of a fire or emergency that requires evacuation of the building, instruct the seniors to leave the building by the nearest available exit. Make sure everyone has exited the building. If time permits and without placing anyone in danger, call to the fire department by dialing 911 before evacuating the building. If time does not permit a call, call 911 immediately after evacuating the building.
4. The center manager should check the guest logs or sign in sheets to ensure all participants have evacuated the center.
5. Contact the Nutrition Office and contractor if applicable to report the incident.
6. Do not reenter the building until the all clear has been made by the fire department.
7. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation to return to their home.

## **II. Floods**

1. Flooding may be caused either by a natural disaster or faulty plumbing.
2. When the potential for flooding is due to a natural cause contact the Nutrition Office and contractor if applicable for instructions whether or not to close the center.
3. If there is a problem with faulty plumbing contact the Nutrition Office and contractor if applicable. If the water service is shut off the center may need to close until the water source is restored.
4. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation to return to their homes.

## **III. Chemical Spills**

1. If a large chemical spill occurs in the senior center that requires evacuation, calmly announce to all participants to leave the building in an orderly fashion. Contact your local fire or police department by calling 911. Follow any procedures given by the emergency response personnel until the spill is cleaned up.
2. Check the guest logs or sign in sheets to make sure all seniors are in a safe area.

3. Contact the Nutrition Office and contractor if applicable to report the incident.
4. Do not reenter the building until the all clear has been made.
5. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation and volunteers to return to their home.

#### **IV. Hazardous Material Spills**

1. If inside:
  - Avoid direct or indirect contact with the substance.
  - Evacuate the center if the situations requires.
  - Contact the emergency response by calling 911.
  - Check the guest logs or sign in sheets to make sure all seniors are in a safe area.
2. If outside:
  - Move upwind and uphill from the spill.
  - Contact the emergency response by calling 911.
3. For both situations contact the Nutrition Office and contractor if applicable to report the incident. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation to return to their homes.

#### **V. Gas Leaks**

1. Evacuate the center as quickly as possible to an area remote from the building using basic evacuation procedures.
2. Do not turn on or off any electrical device including light switches.
3. Contact emergency response personnel by calling 911.
4. Check the guest logs or sign in sheets to make sure all seniors are in a safe area.
5. Contact the Nutrition Office and contractor if applicable to report the incident.
6. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation to return to their homes.

#### **VI. Power Outage**

1. Locate battery operated flashlight and ensure all participants are in a safe location (check restrooms, class rooms, etc.).
2. Communicate with appropriate local utility company to determine extent and estimated length of outage.

3. Contact Nutrition Office and contractor if applicable on the situation. Obtain directive whether to close Senior Center and dismiss staff.
4. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation to return to their homes.

## **VII. Bomb Threats**

Because a bomb threat may be received by anyone in the Senior Center, everyone who answers the phone should have specific instructions for gaining full information from a caller, for relaying the threat to the proper authorities and for being apprised of evacuation procedures.

1. Be calm and courteous. LISTEN. Do not interrupt the caller. Quietly attract the attention of someone nearby, indication to them the nature of the call. Complete the Bomb Threat Information Sheet as soon as the caller hangs up.
2. Notify the center manager if they were not the one who received the call.
3. Immediately begin center evacuation to a safe area away from the Senior Center.
4. Check the guest logs or sign in sheets to make sure all seniors are in a safe area.
5. Contact emergency response personnel by calling 911.
6. If a suspicious package or item is observed, DO NOT TOUCH.
7. Do not utilize any mobile communications device.
8. Contact the Nutrition Office or contractor if applicable to report the incident.
9. Seniors and staff may reenter building only when an "all clear" is given.
10. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation to return.



**Bomb Threat Information Form**

Date: \_\_\_\_\_

Who answered the phone? \_\_\_\_\_ Time \_\_\_\_\_

**(Check all appropriate choices below)**

CALLER'S VOICE			ACCENT
<input type="checkbox"/> Male	<input type="checkbox"/> Loud	<input type="checkbox"/> Soft	<input type="checkbox"/> Local
<input type="checkbox"/> Female	<input type="checkbox"/> High Pitch	<input type="checkbox"/> Deep	<input type="checkbox"/> Foreign
<input type="checkbox"/> Child	<input type="checkbox"/> Raspy	<input type="checkbox"/> Pleasant	<input type="checkbox"/> Broken
<input type="checkbox"/> Adult	<input type="checkbox"/> Intoxicated	<input type="checkbox"/> Other _____	<input type="checkbox"/> Regional
			<input type="checkbox"/> Other _____

SPEECH		LANGUAGE/GRAMMAR	
<input type="checkbox"/> Fast	<input type="checkbox"/> Slow	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good
<input type="checkbox"/> Distinct	<input type="checkbox"/> Distorted	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
<input type="checkbox"/> Stutter	<input type="checkbox"/> Nasal	<input type="checkbox"/> Foul	<input type="checkbox"/> Other _____
<input type="checkbox"/> Slurred	<input type="checkbox"/> Other _____		

MANNER		BACKGROUND NOISE	
<input type="checkbox"/> Calm	<input type="checkbox"/> Angry	<input type="checkbox"/> Office Machines	<input type="checkbox"/> Airplanes
<input type="checkbox"/> Rational	<input type="checkbox"/> Irrational	<input type="checkbox"/> Factory Machines	<input type="checkbox"/> Trains
<input type="checkbox"/> Coherent	<input type="checkbox"/> Incoherent	<input type="checkbox"/> Animals	<input type="checkbox"/> Voices
<input type="checkbox"/> Righteous	<input type="checkbox"/> Laughing	<input type="checkbox"/> Quiet	<input type="checkbox"/> Music
		<input type="checkbox"/> Mixed	<input type="checkbox"/> Street
		<input type="checkbox"/> Traffic	

Additional Information:



## Category II Emergencies

### VIII. Inclement Weather Procedures

When the weather is severe, all efforts should be made to listen for weather reports regarding the changing weather conditions in your area. ENOA's first priority is to ensure that all participants, volunteers and staff are kept safe.

**Weather Watch** – Weather conditions are favorable for severe weather to develop during the next 24-36 hours. No action other than being alerted to the weather conditions needed at this time.

**Weather Warning** – Weather conditions have produced or soon will produce severe weather. Action should be taken depending on the situation.

#### Tornado Warning

1. Move all seniors to the designated safe area within the center.
2. If anyone is outside, make sure they return to the building and move to the safe areas. Do not let anyone leave.
3. Check the guest log or sign in sheets to make sure all seniors are in the safe area.
4. Stay away from all glass and windows.
5. Use any protective covering available to protect from flying objects.
6. Remain in the designated safe area until the warning has expired.
7. Contact the Nutrition Office and contractor if applicable to report the incident whenever time permits.
8. If an injury occurs, call 911 for the emergency response team.
9. If unable to resume the day's activities, the center manager will ensure that all participants and volunteers have transportation to return to their homes.

#### Severe Thunderstorm Warning

1. If outside, return to building for protection and shelter.
2. If inside, stay away from windows in case high gusty winds occur with the storm which may cause windows to break.

#### Winter Storm Warning

If the school districts in the area close the senior center will be closed. If the warning comes during the hours of operation the managers will follow the steps listed below.



1. Issuance of a winter storm warning indicates some form of frozen participation (snow, sleet, freezing rain, etc.) is occurring, or will soon occur.
2. Remain indoors and contact the Nutrition Office for instructions on whether or not to close the center.
3. If the center closes, the center manager will ensure that all participants and volunteers have transportation to return to their homes.

### **Category III Emergencies**

#### **ENOA Pandemic Flu/Virus Preparedness (Updated 4/2020)**

ENOA will take a proactive approach at the beginning of each influenza/virus season/event by providing reminders and information to staff, contractors and senior center participants on personal practices that can reduce influenza/virus risks such as hand hygiene, antibacterial products, staying home if sick to reduce exposure, etc.

The Executive Director or designee will monitor data during heightened alert of widespread influenza/virus cases and collaborate with the local health departments throughout the service area, as well as the Nebraska Department of Health & Human Services. Such data may include:

- Spread of contamination;
- Identification of high risk populations;
- Availability of antiviral medications;
- Related mortality rate;
- Increased employee absenteeism;
- Quarantined facilities.

The Nutrition Services Division Director will collaborate with the Executive Director or designee to determine if closing senior centers is appropriate.

The Executive Director or designee will consult the ENHSA Governing Board in the event local and/or State Health Departments recommend restricted public contact to determine appropriate personnel actions.

In the event Senior Centers must be closed due to a Pandemic Disaster Declaration, if allowed a Grab and Go program may be implemented to address the needs of seniors who are displaced from the senior centers during times of closure.



### **Plan of Action when Pandemic/Disaster has lifted**

- Receive directive from Executive Director or designee to reopen the Senior Center.
- Evaluate the situation of the center.
- Clean and sanitize the center.
- Call all participants and inform them of reopening of the center.
- Reopen as soon as possible for all services.



## 6. Legal Provider Contracts and Pre-Award Checklist

### STANDARD LEGAL SERVICES PROVIDER CONTRACT FY 2023

This contract is made and entered into this 1<sup>st</sup> day of July 2022 by and between the EASTERN NEBRASKA OFFICE ON AGING, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed by the Nebraska Political Subdivisions, Cass County, Dodge County, Douglas County, Sarpy County and Washington County, pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (hereinafter referred to as “ENOA”) and Legal Aid of Nebraska located at 209 S. 19<sup>th</sup> St. Omaha, NE 68102 (hereinafter referred to as “Contractor”).

#### I. GENERAL TERMS

##### A. Provision of Service:

- a. Legal Assistance – provision of legal advice/counseling, brief service, and representation by an attorney.
- b. Legal Education – provision of education on issues of concern to older individuals.

##### B. Eligible individual/client: A person 60 years of age or older and in greatest economic or social need within the ENOA service area.

##### C. Service area: Dodge, Washington, Douglas, Sarpy, and Cass Counties

##### D. Contract Dates: July 1, 2022 – June 30, 2023

##### E. Contract amount: The total dollar amount payable under this contract for FY 23 is \$25,255 subject to actual expenses and availability.

Contractor will bill ENOA quarterly:

- |    |            |                    |
|----|------------|--------------------|
| Q1 | \$6,313.75 | September 30, 2022 |
| Q2 | \$6,313.75 | December 31, 2022  |
| Q3 | \$6,313.75 | March 31, 2023     |
| Q4 | \$6,313.75 | June 30, 2023      |

ENOA and the Contractor therefore enter into the following:

#### II. SCOPE OF SERVICE

##### A. This contract provides for a legal assistance program (and includes legal education services).

##### B. Services will be delivered in the following designated counties:

Dodge, Washington, Douglas, Sarpy, and Cass Counties



- C. The Contractor will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse and neglect, and age discrimination. (As stated in the Older Americans Act).
- D. The Contractor will give priority for legal assistance services to those older individuals who are: rural, in greatest economic or social need, severely disabled, limited in English proficiency, suffering from Alzheimer's disease or related disorders, at risk of institutionalization, at risk of homelessness or at risk of or under guardianship. (Older Americans Act target groups).
- E. All legal services provided will be delivered in a manner which conforms to Legal Services Statewide Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.

### **III. CONTRACTOR DUTIES**

- A. Provide clients in greatest social and economic need legal assistance, legal advice, counseling, and representation, in the priority legal issue areas outlined in this contract.
- B. Provide targeting and outreach to identify older individuals eligible for assistance under this contract with special emphasis on individuals who are: rural, in greatest economic or social need, severely disabled, limited in English proficiency, suffering from Alzheimer's disease or related disorders, at risk of institutionalization, at risk of homelessness or at risk of or under guardianship. The outreach will not only identify but will inform these older individuals and their caregivers of the availability of legal assistance under this contract.
- C. Provide legal services in the following descending order of priority:
  - a. Protective Services, including but not limited to abuse, prevention, financial exploitation, defense of guardianship and conservatorship proceedings, durable powers of attorney, and nursing home rights.
  - b. Public benefits, including but not limited to social security, veterans' benefits, food stamps, Medicaid (except spousal impoverishment), supplemental security income, and Medicare.
  - c. Housing and essential services, including but not limited to tenant rights, utilities, 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.
- D.** Legal Aid will conduct two “Legal Issues for Older Adults” classes in ENOA’s service area during the fiscal year 2023.
- E.** Means testing shall not be used for providing services under this contract. Services shall not be denied to older individuals who do not contribute to the cost of the service.
- F.** Not subcontract any interest or obligation arising under this contract without written agreement of ENOA.
- G.** Demonstrate to ENOA the capacity to provide legal assistance in the principal language spoken by clients in areas where a significant number of clients do not speak English as their principal language.
- H.** Submit programmatic and fiscal reports to the ENOA as per an established schedule including the quarterly and annual reports.
- I.** Provide community education services to include, speaking engagements, preparation of bulletins and inclusion of articles in the Contractor and ENOA newsletters.
- J.** Abide by the Code of Professional Responsibility adopted by the Supreme Court of Nebraska to regulate the practice of law.
- K.** Develop and follow a protocol for referral of fee generating cases by referring the client to the Nebraska State Bar, or the Omaha Bar Association.
- L.** Obtain and keep in force a commercial general liability insurance as well as a professional liability insurance policy.
- M.** Attend at least one training annually relevant to the Title IIIB contract.
- N.** Work with ENOA for coordination of services with the Legal Services Corporation.
- O.** Accept referrals generated by the AAA from the Legal Risk Detector software.



**IV. ENOA Duties**

- A. Reimburse the Contractor for services provided under this contract.
- B. Provide the Contractor with forms for reporting units of service and expenditures of services provided under this contract.
- C. Ensure that the attorneys, paralegals, and other non-lawyers involved in providing Title IIIB legal assistance under this contract can demonstrate their expertise in the priority issue areas necessary to provide effective administrative and judicial representation to older persons in social or economic need.
- D. Work with the Contractor to assure that all paralegals/legal assistants who provide client services are supervised directly by an attorney, and that all paralegals/legal assistants adhere to the Code of Ethics and Professional Responsibility of the National Association of Legal Assistants, Inc.
- E. Work with the Contractor to develop local program plans annually for reaching the target populations and addressing the priority issue areas.
- F. Provide to the Contractor copies of written monitoring reports, monitoring checklists and onsite assessment reports pursuant to services under this contract.
- G. ENOA shall not require the Contractor to reveal any information that is protected by attorney client privilege.
- H. ENOA shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of ENOA under this contract.
- I. Utilize the Legal Risk Detector software to identify older Nebraskans potentially needing legal services.

**V. TERMINATION OR SUSPENSION**

- A. This contract is contingent upon the availability of funds. In the event funds for this service are not available to ENOA, ENOA may terminate the contract by written notice of 60 working days and no further services or payment for services shall be rendered.
- B. If either the Contractor or ENOA abandons, non-performs, or before completing, discontinues services; or if the commencement or timely completion of the service by either party is rendered improbably, infeasible or illegal, the other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.



- C. Either party may terminate this contract by providing 60 days written notice of the termination to the other party.

IN WITNESS THEREOF, ENOA and Contractor, by and through their authorized officers, have duly executed this contract.

**FOR Eastern Nebraska Office on Aging**

  
\_\_\_\_\_  
Mary Ann Borgeson

04-13-2022  
DATE

**FOR Legal Aid of Nebraska**

  
\_\_\_\_\_  
Milo Mumgaard

April 8, 2022  
DATE





**Nebraska Department of Health and Human Services**

Contract/Subaward Information	
Order Number: <input type="text"/>	CFDA Number: <input type="text"/>
Prepared By: <input type="text"/> <i>Patricia Bergman</i>	Date: <input type="text"/> <i>4-13-22</i>
Determination of Subrecipient and Contractor	
<p>(a) A subrecipient is a state or local government, college, university or non-profit organization that expends federal awards received from a pass-through entity to carry out a federal program. Generally, a primary recipient makes a subaward to provide public health assistance or achieve a public purpose authorized by a federal law.</p> <p>(b) A contractor is a dealer, distributor, merchant or other seller providing goods and services that are necessary for conducting a federal program. Generally, a primary recipient uses a procurement contract when the recipient buys goods or services for its own benefits or use.</p>	
Sub-recipient Checklist	
• Determines who is eligible to receive what federal finance assistance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Has its performance measured against whether the objectives of the federal program are met?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Has responsibility for programmatic decision making?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Has responsibility for adherence to compliance requirements applicable to the federal program?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Uses the federal funds to carry out a program of the entity as compared to providing goods or services for a program of the pass-through entity?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Subject to Single Audit under 2 CFR 200?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contractor Checklist	
• Provides goods or services within normal business operations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Provides similar goods or services to many different purchasers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Operates in a competitive environment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Provides goods or services that are ancillary to the operation of the federal program?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• Is not subject to the compliance requirements of the federal program?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Use of judgment	
<p>In making the determination of whether a subrecipient or contractor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present, and judgment should be used in determining whether an entity is a subrecipient or contractor. In some cases, it may be difficult to determine whether the relationship with the entity is that of a subrecipient or of a contractor. The federal cognizant agency for audit, the oversight agency for audit, or the federal awarding agency may be of assistance in making those determinations.</p>	
Determination	
Subrecipient/Contractor Name: <input type="text"/> <i>Legal Aid of Nebraska</i>	Order Number: <input type="text"/>
Signature: <i>Patricia Bergman</i>	Date of Signature: <i>4-13-22</i>

## 7. Agency Brochure



# Eastern Nebraska Office on Aging

4780 South 131st Street | Omaha, Nebraska 68137 | 402-444-6536 | enoa.org



## Be where the action is!

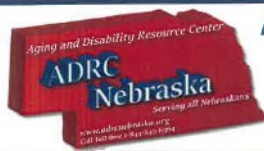
**Our Mission** | To help older Nebraskans live independently, live with dignity, and remain for as long as possible in their own homes.



As one of the nation's 622 Area Agencies on Aging created by Congress under the Older Americans Act, the Eastern Nebraska Office on Aging serves families in Douglas, Sarpy, Dodge, Cass, and Washington counties. Our role is to provide a continuum of services to meet the varied needs of a diverse group of older individuals. Through our nutrition programs, care management services, volunteer opportunities, and community services, we enhance the lives of older Nebraskans.



A further mission of the Eastern Nebraska Office on Aging is to assess the needs of older individuals and their families and to provide services to meet those needs. By creating unique programs that fill gaps in service, ENOA helps older Nebraskans live independently, with dignity, and to remain for as long as possible in their own home. The caring, professional support we provide to the oldest members of the family can also help relieve the burden of caregiving on younger family members.



**Aging and Disability Resource Center**  
Serving all Nebraskans  
www.adrcnebraska.org





## **C.H.O.I.C.E.S**

### *Choosing Home or In-Community Elder Services*

ENOA is committed to empowering older adults by giving them more choices and greater control over services they receive; the environment in which they choose to receive those services and the manner in which their providers deliver those services. ENOA has several case management programs that focus on supporting older adults in maintaining their independence and supporting the efforts of family caregivers of older adults

## **CARE MANAGEMENT**

### *Promoting independence with support*

ENOA's Care Management is designed to help older adults live in their own home for as long as possible. Professional care managers work with older individuals identifying and coordinating available community resources and services.

To qualify for Care Management services, men and women must be age 60 and older, live in ENOA's five-county service area, and need assistance with three or more daily activities for 90 days or longer.

*A Care manager and the older adult will:*

- Complete a comprehensive assessment that reviews health, nutrition, daily activities, etc.
- Discuss information on resources to address assessed needs.
- Develop a written plan for needed services.
- Coordinate services, resources, and support.
- Participate in ongoing monitoring of service delivery.

## **CAREGIVER SUPPORT**

### *Strengthening the family base*

ENOA realizes daily care provided by family and/or informal caregivers remains the primary support that allows their frail older loved ones and those loved ones with Alzheimer's disease or related disorders to remain at home.

To qualify for Caregiver Support Services you must be an adult caregiver age 18 years or older assisting an older adult age 60 or over with:

- At least two activities of daily living deficits, or
- A diagnosis of Alzheimer's disease or related disorders.

The caregiver will work with a Care Manager dedicated to serving caregivers by participating in a comprehensive assessment designed to provide

a detailed picture of the caregiver's strengths and needs. This assessment will be used to assist the caregiver and Care Manager to develop a Support Plan to provide respite services and resources.

*Referrals for Care Management and Caregiver Support are taken by calling 402-444-6536.*

## **AGED & DISABLED MEDICAID WAIVER**

### *AD Medicaid Waiver Program*

## **ENOA Services Coordination**

Participants and/or their legal representatives are required to select a services coordination provider to be enrolled in the AD Medicaid Waiver program.

ENOA's highly skilled professional services coordinators provide participant driven comprehensive assessments, care planning and ongoing case management. This participant-centered approach ensures the participant's choices, preferences and rights are at the forefront of the services participants receive while maintaining their health, welfare and safety.

*To make a referral contact the Nebraska Department of Health and Human Services Division of Developmental Disabilities by:*

**Email:** DHHS.ADWaiverApp@nebraska.gov

**Telephone:** 1-877-667-6266

## **INFORMATION & ASSISTANCE**

### *Guiding you in the right direction*

Often the first call for help from people requesting services, the Information and Assistance lines are staffed by individuals who answer questions about ENOA programs or direct callers to the appropriate agency or community resources.

*I & A is the entry point for ENOA's services.*

*Call 402-444-6536 weekdays from 8 a.m. to 5 p.m.*

## **IN-HOME SERVICES**

### *Preserving independence & dignity*

To receive the following services, individuals must meet care management eligibility guidelines. Clients are asked to contribute monthly toward the cost of the services received based on their income. Nobody is denied ENOA services due to an inability to pay.

- **Homemaker:** Provides light housekeeping services for people who are physically unable to perform these tasks.
- **Bath Aide:** Provides assistance to those needing help with personal care/bathing.
- **Emergency Response System:** A 24-hour personal response service that summons help by pushing a button on a pendant worn on the client's wrist or around their neck. Income guidelines apply to this service

*Referrals for In-Home Services are taken by calling 402-444-6536.*

## NUTRITION

*So much more than a meal*

The Eastern Nebraska Office on Aging's nutrition program offers hot, healthy, nutritionally- balanced meals to our senior center and Meals on Wheels participants. Meals are designed to meet one-third of the recommended dietary allowance of nutrients, and comply with the most current dietary guidelines for Americans.

- **Home-delivered Meals (*Meals on Wheels*):** Weekday meals are delivered to those who are homebound and unable to cook for themselves. Recipients are certified for the meal delivery by either an ENOA care manager, the program's intake specialist, or the Department of Health and Human Services. Call 402-444-6536 weekdays from 8 a.m. to 5 p.m. for more information or to make a referral.
- **Senior Centers:** Located throughout our five-county service area, these facilities serve as resource centers in neighborhoods and rural communities. All centers offer a hot midday meal (reservations are required). Participants are asked to contribute towards the cost of the meal. Each center hosts a variety of recreational and social activities, guest speakers, crafts, nutrition and health programs.
- **Diner's Choice:** ENOA's Nutrition Division has developed the Diner's Choice program to provide a flexible meal schedule for older adults in our service area. ENOA contracts with grocery stores throughout the Omaha area to provide specific menus based on what's offered in the store's restaurant area. The menus are planned to meet the nutritional guidelines approved by the ENOA dietitian. Participants are asked to contribute towards the cost of the meal. For more information, please call 402-444-6513.



## COMMUNITY SERVICES

*For better education & information*

**New Horizons newspaper:** The New Horizons is ENOA's primary source of information for the five-county area's older population. The publication strives to present a positive image of older Nebraskans by reporting on issues like healthcare, travel, nutrition, Medicare, Medicaid, Social Security, and ENOA's programs and services.

**Rural Transportation:** This program offers reasonable rates to the general public weekdays from 8 a.m. to 5 p.m. for any transportation needs: medical, business, shopping, airport, etc. Both handicapped & non-handicapped vehicles are available. The program operates throughout Cass, Dodge, Washington, and Sarpy counties, and in rural Douglas County. A 48-hour advance notice reservation is required, but does not guarantee a ride. For information, call 1-888-210-1093.

**Legal Service Resource:** ENOA contracts with Legal Aid of Nebraska to provide limited legal advice and assistance to Nebraska residents age 60 and older in our service area through the ElderAccessLine®. Phone calls to the ElderAccessLine® are answered by an experienced attorney or paralegal who will ask questions about your situation and provide assistance and information. Toll-free: 1-800-527-7249; Omaha: 402-827-5656; or [legalaiddofnebraska.org](http://legalaiddofnebraska.org).

**Intergeneration Orchestra of Omaha (IGO):** Blends the talents of volunteer musicians age 25 and younger and age 50 and older. Performances are given for retirement and nursing homes. IGO's concert season runs from September through May, with a schedule of seven concerts open to the public. The Spring Pops & Pie concert is their annual fundraiser and is open to the public. Visit [igoomaha.org](http://igoomaha.org) for concert schedule and information.



## Aging and Disability Resource Center (ADRC)

*Serving all Nebraskans*

The Aging and Disability Resource Center (ADRC) was established by the Nebraska Legislature. The ADRC’s goal is to assist Nebraskans in accessing services and supports to meet their long-term care needs and provide information, assistance, and education on community services and long-term care options for:

- Men and women age 60+.
- People with disabilities of all ages.
- Family members, caregivers, and advocates for the above segments of the population.

All information and assistance provided is free and confidential. Call 402-444-6536 and ask to speak with an ADRC options counselor. Visit the ADRC website at [nebraska.arounja.org](http://nebraska.arounja.org).

## VOLUNTEER OPPORTUNITIES

*Sharing a lifetime of experience*

Each year, more than 1,000 men, women, and young people answer ENOA’s call to volunteer. They provide services worth approximately \$4 million per year by donating an average of 225,000 hours helping people. While our volunteers come from all walks of life and range in age from 12 to 98, they share a common bond: the need to help people. The Eastern Nebraska Office on Aging offers hundreds of volunteer opportunities through the following programs:

- **Ombudsman:** Advocates help ensure residents of long-term care facilities and assisted living communities enjoy the best possible quality of life by promoting the residents’ rights and serving as a liaison between the residents and staff. The Ombudsman listens to the residents’ concerns, informs residents about their rights, and serves as a resource and a problem-solver. Volunteers, who must be age 18 and older, are enrolled through an application and screening process. Pre-service and on-going training is provided. A minimum of two hours per week is required.

- **SeniorHelp Program:** Volunteers of all ages provide assistance to older adults that help them remain in their homes and improve their quality of life. Volunteers provide help such as: companion, escort/transportation, handyman, holiday gift delivery, lawn mowing, Meals on Wheels delivery, personal/household assistance, one-time clean-ups, painting, snow removal, and yard care. Scheduling is flexible. Volunteers are enrolled through an application and screening process.

### *National Senior Service Corps Programs:*

- **RSVP:** Volunteers age 55 and older are assigned to community based opportunities at public agencies, non-profit organizations, health institutions, food pantries and senior nutrition sites. Volunteers must complete a brief enrollment process and receive transportation reimbursement.
- **Senior Companion Program (SCP):** Volunteers give support and friendship to frail older adults who are struggling to stay independent. SCP volunteers visit the homes of older individuals who can benefit from the company of another older adult. Prospective volunteers must be age 55 or older, meet an income guideline, and be able to serve a minimum of 10 hours per week. Volunteers earn an hourly tax-free stipend, transportation reimbursement, and other benefits.
- **Foster Grandparent Program (FGP):** Volunteers serve in schools, hospitals, Head Start programs, and child development centers. Foster Grandparents are age 55 and older that assist children needing special attention in education, healthcare, and social development through regular interaction with a grandparent role model. Prospective volunteers must meet an income guideline and be able to serve a minimum of 10 hours per week. Volunteers earn an hourly tax-free stipend, transportation reimbursement, and other benefits.

*Call 402-444-6536 for information about any of ENOA’s volunteer opportunities or services.*

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