

Section I
Supplemental Documentation

The following documents are included:

1. Assurances
2. Contract for Health Promotion/Disease Prevention-evidence-based
3. Subaward for Nutrition Services
4. Disaster Plan of Direct Senior Center-not applicable
5. Disaster Plan of Subaward Senior Center
6. Senior Center list with most recent disaster plan revision date
7. Legal Provider Contracts with pre-award checklist
8. ADRC Plan

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 Northeast Nebraska 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 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.

Title IIID Health Promotion/Disease Prevention Program PROVIDER CONTRACT

This contract by and between the Northeast Nebraska Area Agency on Aging, located at 119 W. Norfolk Avenue, Norfolk, NE (hereinafter referred to as "Agency") and Northeast Nebraska Public Health Department at 215 North Pearl Street, Wayne, NE (hereinafter referred to as "Contractor").

I. GENERAL TERMS

A. Provision of Service:

- a. Title IIID Health Promotion/Disease Prevention evidence based programs that have demonstrated to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults; and
- b. Proven effective with older adult population and
- c. Research results published in a peer review journal and
- d. Fully translated in one or more community sites and includes developed dissemination products that are available to the public.

B. Eligible individual/client: A person 60 years of age or older and in greatest economic or social need.

C. Service area: Planning and Service Area counties.

D. Term: Shall be for a period commencing July 1, 2019 and ending June 30, 2020.

E. Contract amount: The maximum dollar amount payable under this contract is \$15,789 per fiscal year, subject to availability.

The Agency and the Contractor therefore enter into the following:

II. SCOPE OF SERVICE

A. This contract provides for six (6) or more separate Title IIID Health Promotion/Disease Prevention evidence based programs that have been approved by Agency.

B. Services will be delivered in one or more of the following designated counties: Antelope, Boone, Boyd, Brown, Burt, Cedar, Cherry, Colfax, Cuming, Dakota, Dixon, Holt, Keya Paha, Knox, Madison, Nance, Pierce, Platte, Rock, Stanton, Thurston and Wayne.

C. The Contractor will give priority for Title IIID Health Promotion/Disease Prevention 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.

- D. All Title IIID Health Promotion/Disease Prevention services provided will be delivered in a manner which conforms to the Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.
- E. The funding is available for **direct costs** of Title IIID Health Promotion/Disease Prevention programs that meet the highest definition of evidence based programs. The Agency shall ensure that that Contractors receiving Title IIID funds meet all of the required components of the federal definition of evidence based programs.

III. CONTRACTORS DUTIES

- A. Provide clients in greatest social and economic need Title IIID Health Promotion/Disease Prevention services outlined in this contract.
- B. Provide targeting and outreach to identify older individuals eligible to receive Title IIID Health Promotion/Disease Prevention services outlined in 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 Title IIID Health Promotion/Disease Prevention under this contract.
- C. Provide Title IIID Health Promotion/Disease Prevention services that are:
 - 1. The highest definition of evidence-based
 - 2. Six (6) or more separate evidence based program(s) approved by the Agency
 - 3. Have eight (8) or more registered for each evidence based class
 - 4. Have participants complete demographic form provided by Agency and any other forms deemed necessary
 - 5. Submit completed demographic forms and other forms deemed necessary to Agency
 - 6. Promote and advertise the evidence based programs to encourage older adults to participate
- D. Not subcontract any interest or obligation arising under this contract without written consent of the Agency.

- E. Submit programmatic and financial reports to the Agency as per an established schedule. Financial reports, as required, must be submitted to the Agency office no later than 10:00 a.m. on the 6th day of a month.
- F. Provide community education services to include, speaking engagements, preparation of bulletins and inclusion of articles in the Contractor and the Agency newsletters.
- G. Provide certificate of insurance to the Agency.

IV. AAA Duties

- A. Reimburse the Contractor for direct costs of 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. Work with the Contractor to develop local program plans for reaching the target populations and addressing the priority issue areas.
- D. Monitor the Title IIID Health Promotion/Disease Prevention activities to ensure that the terms and agreement of this contract are fulfilled.
- E. The Agency shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the Agency under this contract.

V. Terms of Payment

The Agency agrees to pay the Contractor, upon submission of a detailed billing, according to the following terms and conditions:

- A. The AAA will pay the Contractor quarterly upon receipt and approval of monthly financial reports for **direct costs** of program provision for the period of July 1, 2019 through June 30, 2020.
- B. All funds must be obligated before June 30, 2020. Payment is conditioned upon the Agency receiving funding to operate the Title IIID Health Promotion/Disease Prevention services. If funding is reduced or eliminated, the Agency will notify Contractor in a reasonable time period.

VI. Reimbursement of Expenses

The Agency shall not be liable for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

VII. TERMINATION OR SUSPENSION

- A. This contract is contingent upon the availability of funds. In the event funds for this service are not available to the Agency, the Agency may terminate the contract by written notice of 30 working days and no further services or payment for services shall be rendered.

- B. If either the Contractor or the Agency 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 30 days written notice of the termination to the other party.

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

NORTHEAST NEBRASKA AREA AGENCY ON AGING

FOR THE CONTRACTOR

SIGNATURE

SIGNATURE

NAME AND TITLE

NAME AND TITLE

DATE

DATE

III C NUTRITION AGREEMENT

This Agreement is made and entered into this 1st day of July, 2020, by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency," and _____ Hereinafter called "Contractor".

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska area.

(B) Agency has received a sub-award from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide a nutrition service program to persons 60 years of age and older within the Northeast Nebraska area.

(C) Contractor is presently operating as a provider of food services and is capable and desirous of providing such food services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.** Contractor is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see #30 (G)), meals as a part of the nutrition program for the elderly within the Northeast Nebraska area and any other area designated by Agency.

3. **ELIGIBLE:** who may participate in the Older Americans Act (OAA) nutrition program.

(A) Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse accompanying individual that is 60 years or older.
3. Individuals providing volunteer services during meal hours.
4. Individuals with a disability, who resides at home with a person 60 years of age or older
5. Individuals with a disability who reside in housing facilities occupied primarily by older persons at which congregate nutrition services are provided.

(B) Home Delivered meals:

1. Any person aged 60 or older that is frail, homebound by reason of illness or incapacitating disability that prevents them from attending congregate nutrition services.
2. A spouse of an eligible individual (eligible individual is 60 years of age or older that is unable to attend a congregate meal).
3. Individuals with a disability who resides at home with an eligible individual (eligible individual is unable to attend the congregate meal and receives a home delivered meal)

(C) Volunteer meals:

1. An individual under age 60, who provides volunteer services during meal hours, only on the day they volunteer their services (preparation of meal, set up of all tables, serving of meal, kitchen or dining room cleanup, meal delivery etc.). Eligible to receive the congregate meal only the suggested contribution rate (no carryout meals allowed).

(D) Caregiver meals (home delivered meals):

1. The caregiver of a spouse of an eligible client, the caregiver may receive a home delivered meal for a suggested

Contribution. Home-Delivered Meal Assessment and demographic form must be filled out on spouse also.

4. **INELIGIBLE:** meals will not be funded by the OAA nutrition program and the full cost of the meal shall be paid.

(A) Congregate meals:

1. Any person under age 60.
2. Under age 60 spouse of a non-participating 60+ spouse.
3. Meals purchased by a business/entity, senior center or another person, other than the meal participant, must pay the full price of the meal and the meal is not an eligible meal (no one can “buy” a suggested contribution).

(B) Caregiver meals (home delivered meals):

1. If the caregiver is under 60, other than a spouse, the meal for the caregiver is for the full price of the meal.
2. An over 60 caregiver, other than the spouse, is not eligible for a home delivered meal and must pay the full cost of the meal.

(C) Carryout meals:

1. Regardless of age, carryout meals are not eligible meals and must pay the full cost of the meal.

5. **CONTRIBUTION STANDARDS:**

1. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided meal service.
2. Agency shall establish and implement procedures which will protect the privacy of the client’s decision to contribute or not contribute toward the meal service rendered.
3. Under no circumstances may an eligible client be denied service(s) by a Contractor who received funds from the Agency (for that service) because of the client’s decision not to contribute for services rendered.
4. There shall be a locked contribution box, placed away from the ticket and change table, which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
5. Participant contributions shall be counted by two volunteers, and both individuals shall sign a form attesting to the correct amount. A copy of such signed documentation shall be kept on file.
6. Bank deposits will be made daily.
7. Daily sign-in sheets or other acceptable documentation, provided by Agency will identify participants, guests, volunteers and staff.
8. A separate lock box shall be used for collecting non-eligible meal cost fees.

6. **MENUS AND MEAL PLANNING.**

(A) Menu Planning. Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines. Nutrients that must be considered are protein, calcium, iron, folate, fiber, fat, zinc, magnesium, sodium, vitamin A, vitamin C, vitamin B12, vitamin B6, vitamin k, thiamin, riboflavin, and niacin.

Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium.

(B) Menu Approval. Contractors must submit menus to the Agency and the assigned Registered Dietician in a calendar format for approval on a quarterly basis. ***The 3-month cycle of menus must consist of a minimum of one 20-day menu or a maximum of one 23-day menu to be repeated during the 3-month cycle.*** Menus, in a calendar format listing portions of each food item, must be submitted to the Agency and the assigned Registered Dietician on or before the 1st day of June, September, December and March (one month prior to the start of the 3-month cycle). When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. If Contractor submits the menus and or the revised menus so late that it does not allow for adequate time for menu review and approval, any meals that have not had menu approval will not be reimbursed. ***All menus must be pre-approved to receive reimbursement.***

June 1st for July, August & September

September 1st for October, November & December

December 1st for January, February & March

March 1st for April, May & June

(C) Food Substitution. Each meal will be served as originally approved. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc. The Agency must be contacted with main entrée substitutions. Substitutions will be held to a minimum. Any deviation will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years. Random review of food substitutions will be done by Agency.

(D) Meal Pattern. The menu pattern shall satisfy the requirements of the provision of one-third of the current Dietary Reference Intakes. The following factors must be considered when menus are planned:

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing “fruit, juice or cookie” does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as “fluff” salad or desserts will increase nutrient content but cannot count as a fruit or vegetable portion. “Frog-eyed” salad and nutrient dense desserts, such as pumpkin, fruit cocktail or applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.
4. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:
 - Protein – 22 grams per meal
 - Fiber -10 grams per meal
 - Vitamin A – 300 ug per meal
 - Vitamin C – 30 mg per meal
 - Folate – 133 mg per meal
 - Calcium – 400 mg per meal
 - Iron – 3 grams per meal
 - Potassium – 1,566 per meal
 - Sodium –1000 mg or less per meal

(a) Protein requirement will meet 1/3 of the Dietary Reference Intakes. Daily protein will be calculated from all food sources, meat, meat alternatives, beans, and dairy products.

(b) Fiber requirement will meet 1/3 of the Dietary Reference Intakes. Daily fiber requirements will be met by offering fresh fruits and vegetables, incorporating peelings, whole grain products such as brown rice, whole grain pasta, mixture of white/whole grain and or rice, whole or cracked wheat bread, and dried bean items. Serving of white bread should be kept to a minimum. See attachment A.

(c) Vitamin A and C requirement will meet 1/3 of the Dietary Reference Intakes. Vitamin A and C foods will be served daily – fresh or frozen items are preferred. Maintaining these nutrients will be best served with minimal cooking, via a steamer, or oven baked. If cooking in water, retain the water for sauces, gravies or part of the liquid when mashing potatoes. Vitamin A rich foods offered three (3) times per week, vitamin C offered daily from a fair source and three (3) times a week from a good source will assure nutrient content is met. Foods rich in vitamin A and C – see attachment A.

(d) Folate requirement will meet 1/3 of the Dietary Reference Intakes. Folate is a nutrient found in fortified breads, cereals, pastas, enriched rice, bean items, some vegetables, and home-made cereal/flour based desserts (pies, cookies, crisps, rice crispy bars, etc). See attachment A.

(e) Calcium requirement will meet 1/3 of the Dietary Reference Intakes. Calcium is found in all dairy products, canned fish items with bones, green leafy vegetables, spinach, broccoli, fortified orange juice, tofu, and enriched soy milk. See attachment A.

(f) Iron requirement will meet 1/3 of the Dietary Reference Intakes. Iron is found in all meat items, beans, dried peas, canned spinach, sweet potatoes, mixed vegetables with lima beans, dried apricots, peaches, prunes, raisins, prune and tomato juice, walnuts, molasses, and enriched pasta and bread. See attachment A.

(g) Potassium requirement will meet 1/3 of the Dietary Reference Intakes. Potassium is found in fresh fruits and vegetables. Potassium is found in the peelings of foods, therefore, every effort should be made to serve foods incorporating the peeling (baked potato, potato wedges with skin, mashed, hashed, or French fried potatoes with peelings). Refrain from using boxed, instant or frozen potatoes. See attachment A.

(h) Sodium requirement can be reduced by using fresh and frozen vegetables. Limit canned foods, convenience entrees, mixes, sauces, and baked items that offer few nutrients other than fat and sugar. Cooking with salt should be minimal. See Attachment A.

Nutrient content must be met for each menu but the following minimums must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cups of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:
 - 2 oz of high fiber bread
 - ½ cup of bread alternatives (pasta, oatmeal and or rice) along with 1 oz of bread
 - fiber dense desserts along with 1 oz bread
 - sandwich item that contains 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.

7. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness and quality. Contractors that repeatedly are in non-compliance of performance accountability (raw food, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.
8. **RAW FOOD COST PER MEAL.** The Area Agency annually establishes a recommended maximum raw food cost per meal to assist centers in controlling costs and fundraising. Any senior center showing non-compliance with raw food cost per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high raw food costs may result in the center being notified of non-compliance with the Nutrition Agreement (See Contract Compliance & Enforcement, #22 A).

9. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.

10. **FOOD QUALITY.** In the context of food production, quality refers to a product’s taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:

- Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
- Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
- Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
- Use a variety of textures (Example: mashed potatoes and carrot sticks).
- Two colorful food items will be used in each meal (Example: green beans and peaches).
- Garnishes can and should be used to add color and to “dress up” the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
- Serve fruits, custards, puddings, etc. chilled.
- Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
- Use only good quality foods.
- Serve hot foods at 140 degrees F or above and cold foods at 40 degrees F or below.

The minimum standard of food to be used by the Contractor will include:

- Canned fruit and vegetable - USDA Grade A.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better
- Eggs and Dairy Products - USDA Grade A or better. Eggs can be purchased from licensed farm (license # must be on file at the center).
- Salt - iodized.

(F) Serving Times. The Contractor plans to be closed and not serve on the following holidays:

Meals shall be made available between the hours of _____ and _____. Contractor is encouraged to serve a breakfast, brunch or evening meal. Permit all participants to eat a leisurely meal.

The Contractor shall serve meals a minimum of five days per week. Meals are normally to be served Monday through Friday, however, the Contractor may choose to serve meals on Saturday or Sunday as one of the five days required. If Contractors remain within funding allocation, meals could be provided for more than five days a week.

(G) Weather Closing Policy – All Contractors must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Policy shall state the protocol for closing and a procedure for providing home delivered meals if center is closed for more than one day.

Congregate meal cancellations, due to bad weather, should be made up at the center’s convenience.

(H) Emergency Meal Policy. If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately and Contractor follow plan of action set forth in Contractor's written emergency meal policy. In the event contractor does not provide meal service during this time (see page 13, #28, Failure to Provide Meals).

(I) Catered Meal Contract. All Contractors, whose meals are catered from a restaurant, hospital, nursing care facility or senior center must have a contract, provided by the Agency, with the catered facility. A copy of the signed contract must be on file with the Agency prior to the Contractor receiving funds.

(J) Home-Delivered Meals.

1. Contractors which provide home delivered meals must protect the health and safety of the participants, insuring that the hot food is 140 degrees F or hotter, and the cold food is 40 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If a route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.
2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file. Temperatures must stay out of the temperature danger zone of 40 degrees to 140 degrees (see page 7, Sanitation and Safety, # 5).
3. No participant in the home delivered meal program can receive a home delivered meal on a permanent basis without a medical, mental or physical reason. A home-delivered meal assessment must be done by senior center staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed annually between July 1st and October 31st and shall receive such meal as set forth in the policy adopted by the Agency. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the Contractor.
4. A temporary home-delivered meal may be provided for *14 consecutive days or less* without an assessment being completed by the Contractor. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by Contractor and kept on file. If meals go beyond the 14 days, Contractor must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Area Agency's Home Delivered Meal Policy.*

11. CONGREGATE MEAL SITES SHALL:

- (1) include procedures for collecting feedback from participants about services received.
- (2) ensure the service of a meal to a participant who has failed to make a reservation, when food is available. Eligible participants shall be assured of a meal before ineligible participants/paid staff.
- (3) have paid staff/volunteer physically on site during meal time.

12. SANITATION AND SAFETY. Compliance with federal, state, and local fire, health sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety, and welfare applicable to each congregate nutrition center used in the congregate nutrition program is required in all stages of food service operations.

(1) Specifically regarding food and food service, the service provider must comply with the Food Service Sanitation Manual, State of Nebraska Department of Health and Human Services, and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. Center must send the

Northeast Nebraska Area Agency on Aging a copy of the center's Health Department inspection within 30 days of said inspection. Any critical Health Department findings will be followed up by the Area Agency's Nutrition Department.

- (2) Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Exterminators must be utilized on a regular basis.
- (3) Foods used in the home-delivered nutrition program must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.
- (4) Foods must be properly stored. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below. Check and record these temperatures a minimum of two times daily, once at the beginning of the shift and again at the end of the shift.
- (5) Foods must be served at 140 degrees F or above or 40 degrees F or below. Foods can only be allowed to remain between 40 degrees and 140 degrees for one hour or less, including preparation, serving and holding.
- (6) On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file.
- (7) The transport equipment, packaging materials, and procedures used by the service provider to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 140 degrees F and cold temperatures at or below 40 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.
- (8) Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the center. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.
- (9) To protect nutrition service participants from food borne illness. Congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable or supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the center include cake, cookies, bread, and fresh fruit, such as apple, orange, pear or banana etc.
- (10) Bibbed aprons must be worn by all food preparation staff and volunteers.
- (11) Hands must be properly washed prior to disposable glove use. Glove usage should be limited to the serving line and set up of home delivered meals.
- (12) Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.
- (13) Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.
- (14) All hair shall be covered by hairnets while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving.

13. MEAL SITES SHALL POST SIGNAGE SHOWING:

- a) Where exits are located
- b) Evacuation plan map
- c) Dining menus
- d) Cost sharing information for full price/suggested contribution
- e) Signage stating clients cannot take home potentially hazardous foods
- f) Emergency numbers

14. REPORTING FOODBORNE ILLNESS: If food poisoning is suspected as a cause of illness from a meal provided by a contractor of the Northeast Nebraska Area Agency on Aging, the procedure below must be followed:

1. Contact the Northeast Nebraska Area Agency on Aging Nutrition, Health and Services Coordinator or the Executive Director immediately by calling 1-800-672-8368. The Agency will contact the Nebraska Department of Health and the State Unit on Aging.
2. Have the individual who has become ill contact a doctor immediately for diagnosis. Ask the individual to have the doctor contact the contractor if there is a possibility of food poisoning.
3. Contact each person who ate at the nutrition site that day (congregate and home delivered) and check for illness. This contact may be made by phone or in person. If individuals are ill, contractor must follow step #2.
4. Keep the Nutrition, Health and Services Coordinator or Executive Director notified.

15. NUTRITION SERVICES INCENTIVE PROGRAM (NSIP). The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the Contractor monthly with no funds being retained by the Agency for this service. NSIP funds are only available for the purchase of food. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program. NSIP funds shall never be used to cover meal transportation costs, staff salaries, location costs, etc

16. PRODUCTION STAFFING GUIDELINES. As approved by the Northeast NE. Area Agency on Aging Governing Board on March 16, 2006, the maximum staffing guidelines to be used by each center with on-site meals cannot exceed: **12 MAXIMUM KITCHEN LABOR MINUTES PER MEAL.** Any senior center showing non-compliance, with the maximum kitchen labor minutes per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high kitchen labor minutes per meal may result in the center being notified of non-compliance with the Nutrition Agreement (See Contract Compliance & Enforcement, #22 A). Exceptions to non-compliance may be made at the discretion of the Agency Nutrition Department and or the Agency's Executive Director.

17. DISCRIMINATION PROHIBITED. The Contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, religious creed, race, handicap, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.

18. REPORTING.

(A) Financial/III C Nutrition Reports: Accurate financial reports, as required, must be filed with the Agency office the 6th day of each month. Only error free reports will be accepted by the Agency no later than 10 A.M. on the 6th day of each month. If your reports are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If contractor is unavailable, the reports will be set aside and no reimbursement will be disbursed.

(B) Logsheets, as required, must be filed with the Agency office by the 6th day of each month by 10 A.M. Logsheets totals must match the financial/nutrition reports. Only error free logsheets will be accepted by the Agency no later than 10 A.M. on the 6th of each month. If your logsheets are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If contractor is unavailable, the logsheets will be set aside and no reimbursement check will be written.

(C) Demographic forms should be filled out on all congregate and home-delivered meal participants after they have received 3 meals. The original demographic form must then be sent into the Agency office and a copy kept on file at the nutrition site. The demographic form, including the nutrition risk assessment portion, must be updated annually between July 1st and October 31st.

(D) Filing Deadlines. When the 6th day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 P.M. When the 6th day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 A.M. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(E) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail (when appropriate, information may be faxed/sent via US mail).

(F) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Agreement. Contractor acknowledges that it shall be audited at least every two years and Contractor shall keep all such records on file as established by Administration for Community Living, Internal Revenue Service and the Secretary of State. Contractor shall permit authorized auditors and officials, upon request of Area Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the Nutrition Agreement, the food service, transportation, and vendors.

(G) False/Misleading Report. The submission of any false or misleading report by Contractor, or the request of the contractor for this Agency to pay for the same service to an individual, shall result, at the option of the Agency, in the immediate cancellation of this Agreement. Contractor shall be liable for any and all damages or loss occasioned by the submission of any false or misleading report.

(H) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the contractor's accounts, such as checking account, savings account, debit/credit card, or nutrition site cash, shall result at the option of the Agency, in the immediate cancellation of this Agreement.

19. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Contractor shall comply with all of the rules, regulations and policies of the Federal Administration for Community Living, Nebraska Department of Health and Human Services State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Agreement, shall remain the property of the Contractor as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Agreement. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF THE AGENCY. All center equipment cannot be used for personal use even during non-working time.

(C) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging and/or NSIP are not allocated to the Agency as planned, Agency has the absolute right to reduce the grant funds to Contractor accordingly.

(D) Attendance at Trainings. All center directors, center board members, managers, employees, and cooks must attend training sessions as requested by Agency. These trainings are mandatory.

- (E) ServSafe. The center kitchen staff shall be Serve Safe certified. The center manager is strongly encouraged to become ServSafe certified. These certificates shall be posted in the center and kept current.
- (F) Meal Reimbursement. Agency will only pay for meals meeting standards and requirements set forth in this III C Nutrition Agreement, served to eligible individuals.

(G) Term. The term of this Agreement shall commence from July 1, 2020 through June 30, 2021.

(H) Daily Operation. Person responsible for the daily operation of the senior center on behalf of the Contract is:

Name: _____

Address: _____

Phone: (_____) - _____

(I) Ceiling. Unless otherwise agreed or revised, this Agreement shall constitute a ceiling for all participation of Agency in the approved cost.

(J) Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the meal program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

20. **MEAL CONTRIBUTIONS**. All meal contributions shall be reported as non-match. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full cost for the meal.

The budgeted contribution per meal for the **C-1, congregate, meal program** is \$_____.

The budgeted contribution per meal for the **C-2, home-delivered, meal program** \$_____.

21. **REIMBURSEMENT TO CONTRACTOR**. The reimbursement rate will be based on the contractor's federal/state dollar allotment and the number of Title IIIC meals proposed in their budget, but not to exceed \$_____ per Title IIIC congregate meal or \$_____ per Title IIIC home-delivered meal. In addition, Contractor will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with Contractor.

Agency agrees to provide a base amount of \$_____ per meal for _____ congregate meals, not to exceed \$_____ and \$_____ per meal for _____ home-delivered meals, not to exceed \$_____ during the term of this Agreement, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor shall receive NSIP reimbursement for each meal served to a qualifying individual in the form of cash and be allowed to retain all daily meal contributions. Total anticipated funds received by Contractor for each meal is _____ for congregate meals and _____ for home-delivered. Should the Contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor.

22. **CONTRACT COMPLIANCE AND ENFORCEMENT**. It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Agreement. Upon being notified

by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Agreement:

(A) Notification of Non-Compliance of Nutrition Agreement. After it has been determined by Agency staff that the terms of this Agreement are repeatedly not being met, written notification of non-compliance shall be sent to the Contractor by the Area Agency. The notification shall set forth the portion of the Agreement being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Agreement will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section 23 (A); #2 (compliance board).

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Monitoring Policy, in the event of more than five violations, the Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for contractor to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by the Area Agency. In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of the Agency shall proceed as set forth herein.

(2) Notification of Null and Void Contract. The Executive Director of the Area Agency will notify the Contractor, in writing, that said agreement has been rendered null and void until such time violations are corrected and approved by the Area Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See page 12, section 23 (A); #2 (compliance board)

(C) Non-compliance of Annual Monitoring Visit Response. In the event the contractor has 5 or less recommendations, the contractor has 30 days to respond and or show proof of compliance. If contractor fails to meet this deadline a written reminder will be sent via e-mail. If the contractor fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

23. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this Agreement or with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition and Services Coordinator of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. **Public Hearing.** A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Agreement and this Agreement has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Agreement were not violated, then those services provided by Contractor after termination notice will be paid.
 2. **Compliance Board.** The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Agreement and determine if the Contractor is in violation of the terms and conditions of said Agreement, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.
24. **TERMINATIONS.** Either party may cancel this Agreement during the term of this Agreement, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days notice provision may be extended, ***but not beyond June 30th***, in the event of a grievance procedure on the part of the Contractor.
25. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit by the Agency, federal/state government or agency thereof.
26. **EMERGENCY TERMINATION.** In those instances where the Agreement violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Agreement may be declared null and void and all payments to Contractor terminated.
27. **INDEMNITY AND INSURANCE.**
- (A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of Contractor or Contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.
 - (B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate public liability, product liability, bond insurance and other insurance deemed necessary by the Northeast Nebraska Area Agency on Aging, which shall include but not limited to fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Contractor shall include minimum insurance coverage of:
 - a. General Aggregate insurance coverage of two million dollars
 - b. Product Liability insurance coverage of two million dollars

- c. Per occurrence of one million dollars
- d. Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts

Area Agency shall be a named as additional insured on all such insurance policies.

28. **FAILURE TO PROVIDE MEALS.** In the event that the Contractor fails to provide a meal or meals to the participants, as agreed upon herein, the Agency may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement meal or meals or other food, plus any expenses incurred by the Agency in procuring such replacement meal or meals or other food.

29. **ASSIGNMENT OF AGREEMENT.** Contractor shall not assign this Agreement, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

30. **MISCELLANEOUS PROVISIONS.**

(A) This Agreement shall be governed by and construed under the laws of the State of Nebraska.

(B) This Agreement shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.

(C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Agreement, time is of the essence.

(D) This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior Agreement or understanding pertaining to any such matter shall be effective.

(E) This Agreement may only be modified in writing and signed by the parties in interest at the time of such modification.

(F) All provisions of this contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated serving sites as indicated in paragraph "#2 Agreement " shall be: _____

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers this _____ day
Of _____ 2020.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By _____
Chairman, Governing Board, NENAAA

ATTEST:

By _____
Connie L. Cooper
Executive Director, NENAAA

(Contractor)

By _____
Center President/Chairman

ATTEST:

By _____
Center Manager/Coordinator

Pandemic Influenza/Disaster Plan of Action for Chatt Center

I. Pre-Disaster Preparation

- a. The Managing Director, along with a board member, will be part of the community Pandemic Flue Plan of Action group.
- b. The Managing Director will take the lead at the Center, receive information from NENAAA, and inform senior citizens and volunteers with accurate information.
- c. The head cook and assistant cook will prepare meals. The Managing Director and a volunteer will deliver meals. Chatt Center staff and volunteers will do phone calling to the senior citizens and answer phone calls.
- d. A list of meal participants, their phone numbers and emergency contact information will be kept on file. This will be alphabetized with the most frail highlighted.
- e. Food items such as shelf staples, canned meats, fruits, etc. will be stored at the Center, along with disposable gloves and masks for all staff and volunteers, disposable meal containers, and hand sanitizers and disinfectants.
- f. The Center will annually do a Health Education on the Pandemic Flu. This will inform people on the Center's plan of action, importance of sanitation before, during, and after a pandemic, supplies needed at home (including meal supplements and medication), emergency contacts, and an individual plan of action.

II. Plan of Action When Pandemic/Disaster Occurs:

- a. After receiving a call from NENAAA that a pandemic has started, inform participants in attendance.
- b. Call or inform key personnel/volunteers to initiate the Center's plan of action.
- c. Managing Director will call radio station to announce that the Center's plan of action is in effect.
- d. Designated person(s) begin calling participants stating pandemic plan of action is in place and to place a cooler for meal delivery outside their front door.
- e. Close Center for all services except home delivered meals.
- f. Have minimal hours of operation and staffing at the Center each day, onoly enough to prepare a meal and deliver meals.
- g. Supply all staff and volunteers with masks and gloves to be worn at Center and during delivery of meals.
- h. Prepare meals to the best of our ability.
- i. Meal delivery persons are to place meals inside a cooler that has been placed by the front door. Recommend no personal contact if at all possible.
- j. Designated person(s) phone participants as needed to check up on them and keep them informed on any new and accurate information.

- k. If Center is unable to prepare meals and or all Center volunteers/staff are ill, follow the Center's emergency meal plan of action if possible.

III. Plan of Action When Pandemic/Disaster Has Lifted:

- a. After receiving accurate information that the crisis is over, evaluate the situation of the Center.
- b. Call all participants and inform them of accurate information.
- c. Clean and sanitize Center.
- d. Reopen as soon as possible for services.

Hartington Senior Center Box 583 112 Main St., Hartington, NE 68739
PANDEMIC INFLUENZA/DISASTER PLAN OF ACTION

I Pre-disaster Preparation

- 1) Center manager and or designated board member become a part of their community Pandemic Flu Plan of Action group
- 2) Identify person or persons to take the lead at the center and to receive information from NENAAA and to inform senior citizens and volunteers with accurate information.
- 3) Identify personnel/volunteers to cook meals, deliver meals, do phone calling to senior citizens, answer phone calls, etc
 - a) Have backups for every task
- 4) Develop a list of all meal participants, their phone numbers and a family member name and number.
 - a) Have a priority list of most frail and or those who will need a home delivered meal during a pandemic
 - b) Keep lists current and easily accessible
- 5) Begin to purchase/set aside a 6-8 week supply of the following items:
 - a) Food items -shelf staple, such as canned meats, fruits, etc, in case of power outages
 - b) Disposable masks and gloves for all staff and volunteers
 - c) Disposable meal containers
 - d) Hand sanitizer and disinfectants
- 6) Educate participants and staff on, but not limited to:
 - a) Pandemic flu
 - b) Center's plan of action during a pandemic
 - c) Importance of sanitation before, during, and after a pandemic
 - d) Supplies needed at home
 - e) Having meal supplements on hand, such as Carnation Instant Breakfast
 - f) Having enough of their medications to get them through the pandemic
 - g) Importance of a family/friend support system during a pandemic
 - h) Importance of emergency phone numbers (ambulance, family contact, police etc) that are easily accessible
 - i) Individual plan of action if meal provider can not supply meals
- 7) Encourage meal participants to have an insulated cooler available to be used for receiving meals during a pandemic
- 8) Annually review center's plan of action

II. Plan of Action When Pandemic/Disaster Occurs:

- 1) After receiving a call from the Northeast Area Agency on Aging that a pandemic has started, inform participants in attendance
- 2) Call or inform key personnel/volunteers to initiate the center's plan of action
- 3) Designated person call radio station & Hartelco to announce that the senior center's plan of action is in effect
- 4) Designated person(s) begin calling participants stating pandemic plan of action is in place and to place a cooler for meal delivery outside their front door
- 5) Close center for all services except home delivered meals.
- 6) Have minimal hours of operation and staffing at the center each day, only enough to prepare a meal and deliver meals.
- 7) Supply all staff and volunteers with masks and gloves to be worn at center and during delivery of meals.
- 8) Prepare meals to the best of your ability
- 9) Meal delivery persons are to place meals inside a cooler that has been placed by the front door. Recommend no personal contact if at all possible.
- 10) Designated person(s) phone participants as needed to check up on them and keep them informed on any new and accurate information.
- 11) If center is unable to prepare meals and or all center volunteers/staff are ill, follow the center's emergency meal plan of action if possible.

III. Plan of Action When Pandemic/Disaster Has Lifted:

- 1) After receiving accurate information that the crisis is over, evaluate the situation of the center.
- 2) Call all participants and inform them of accurate information and call radio station & Hartelco
- 3) Clean and sanitize center
- 4) Reopen as soon as possible for services.

CENTER	programs	Disaster Plan
ALLEN	III C and B	May-09
ATKINSON	III C and B	May-09
BEAVER VALLEY (St. Ed)	III C and B	May-09
BEEMER	III C and B	May-09
BOYD CO. (Spencer)	III C and B	May-09
CEDAR RAPIDS	III C and B	May-09
CHATT (Tekamah)	III C and B	May-09
COLFAX CO. (Schuyler)	III C and B	May-09
COLUMBUS	III C and B	May-09
COMMUNITY (Ains)	III C and B	May-09
CROFTON	III C and B	May-09
DECATUR	III C and B	May-09
ELGIN	III C and B	May-09
FULLERTON	III C and B	May-09
HAPPY DAYS (Lyons)	III C and B	May-09
HARTINGTON	III C and B	May-09
MADISON	III C and B	May-09
NELIGH	III C and B	May-09
NORFOLK	III C and B	May-09
NORTHEAST NE (So. Sx)	III C and B	May-09
O'NEILL	III C and B	May-09
PAWNEE (Genoa)	III C and B	May-09
PIERCE	III C and B	May-09
PILGER	III C and B	May-09
PLAINVIEW	III C and B	May-09
RANDOLPH	III C and B	May-09
ROCK CO. (Bassett)	III C and B	May-09
SANTEE tribe	III C	N/A
VALENTINE	III C and B	May-09
WALTHILL	III C and B	May-09
WAYNE	III C and B	May-09
WEST POINT	III C and B	May-09
WINNEBAGO tribe	III C	N/A
WISNER	III C and B	May-09
Laurel	III B	May-09
Oakland	III B	May-09
Concord	III B	May-09
Bancroft	III B	May-09
Ponca	III B	May-09
Emerson NH	III C	N/A
Parkview NH	III C	N/A
Stanton NH	III C	N/A
Clarkson/Howells	III C	N/A
Cody	III C	N/A

STANDARD LEGAL SERVICES PROVIDER CONTRACT

This contract by and between Northeast Nebraska Area Agency on Aging (hereinafter referred to as NENAAA) located at 119 West Norfolk Avenue, Norfolk, NE 68701 and Legal Aid of Nebraska located at 209 S. 19th St. Omaha, NE 68102 (hereinafter referred to as “Contractor”).

I. GENERAL TERMS

A. Provision of Service:

- a. Legal Assistance – legal advice and representation provided by an attorney to older individuals with economic or social need and includes to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney.
- b. Legal Outreach – an interactive activity that conveys information about legal issues including but not limited to powers of attorney, wills, health care directives, Social Security benefits, etc. It includes in-person interactive community education presentations by an attorney or a staff supervised by an attorney.

B. Eligible individual/client: A person 60 years of age or older and in greatest economic or social need.

C. Service area: Planning and Service Area counties.

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

E. Contract amount: The maximum dollar amount payable under this contract is \$27,000 subject to actual expenses and availability.

The NENAAA and the Contractor therefore enter into the following:

II. SCOPE OF SERVICE

A. This contract provides for legal assistance and legal outreach.

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

Antelope, Boone, Boyd, Brown, Burt, Cedar, Cherry, Colfax, Cuming, Dakota, Dixon, Holt, Keya Paha, Knox, Madison, Nance, Pierce, Platte, Rock, Stanton, Thurston and Wayne.

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 older individuals legal assistance and brief services through the Elder AccessLine in the priority legal issue areas outlined in this contract.
- B. Provide extended representation or extensive legal services to elders meeting Legal Aid's priorities for that level of service.
- C. Hold one power of attorney/health care power of attorney law clinic in service area. The clinic will involve legal assistance provided by pro bono attorneys and/or law students arranged and organized by Legal Aid of Nebraska staff.
- D. Provide information and cards to senior centers in service area once a year and as requested on how to apply for Legal Aid of Nebraska services.
- E. Provide Elder AccessLine cards to senior centers in service area once a year to be sent with home delivered meals.
- F. Write an article once a year for senior centers to provide with their newsletter.
- G. Provide training to NENAAA staff and volunteers and other agencies serving older adults as requested. The training can take place in person or online.
- H. Provide each eligible individual with a voluntary opportunity to contribute to the cost of the service; protect the privacy of each eligible individual with respect to his/her contribution; establish appropriate procedures to safeguard and account for all contributions.
- I. 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.
- J. Not subcontract any interest or obligation arising under this contract without written agreement of NENAAA.
- K. Submit programmatic and fiscal reports to NENAAA as per an established schedule. Financial reports, as required, must be submitted to the NENAAA office no later than 10:00 a.m. on the 6th day of each month. Failing to meet the reporting deadline will result in no reimbursement that month. Payment will be held until the following month. If the 6th falls on a Saturday, reports are due the Friday before, if the 6th falls on a Sunday, reports are due on Monday.

- L. Abide by the Code of Professional Responsibility adopted by the Supreme Court of Nebraska to regulate the practice of law.
- M. Obtain and keep in force a commercial general liability insurance as well as a professional liability insurance policy.

IV. NENAAA 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. Provide to the Contractor copies of written monitoring reports, monitoring checklists and onsite assessment reports pursuant to services under this contract.
- D. The NENAAA shall not require the Contractor to reveal any information that is protected by attorney client privilege.
- E. NENAAA shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the AAA under this contract.

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 the NENAAA, the NENAAA 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 the NENAAA 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, the NENAAA and Contractor, by and through their authorized officers, have duly executed this contract.

FOR THE NENAAA

FOR LEGAL AID OF NEBRASKA

Connie Cooper

Milo Mumgaard

Title

Title

Date

Date