

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

FISCAL IMPACT

Eastern Nebraska Office on Aging (ENOA) will render payment to City of La Vista (subrecipient) \$8,320.00 in equal monthly payments of \$693.33 July 1, 2019 – June 30, 2020. There is no cost to the city for the nutrition program. The city does pay the Program Coordinator salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office on Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. five (5) days per week on Monday - Friday.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition Program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUBAWARD

THIS SUBAWARD is made and entered into this **first day of July 2019** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "ENOA") and **CITY OF LA VISTA** a Nebraska non-profit corporation (herein referred to as "**Subrecipient**") for the operation of a senior center.

The purpose of the Subaward from ENOA to the Subrecipient is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Subaward.

WHEREAS, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Sarpy County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for FY20 – FY23 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Subrecipient maintains a facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Subrecipient as follows:

ARTICLE I

APPOINTMENT

Subrecipient is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at Subrecipient's facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska.

ARTICLE II

SERVICES

In carrying out the terms of this Subaward, Subrecipient agrees to provide the following services:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition program.

- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (c) To place food order with the ENOA Nutrition Division by 1:15pm on day prior to serving day, for the number of meals needed for the serving day.
- (d) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (e) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (f) To ascertain that all claims for meals served are correct. Subrecipient shall not order more meals than the actual number of reservations made by the center participants.
- (g) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (h) To assure money collected is a confidential voluntary contribution for meals and Tai Chi for Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (i) To make special provisions as necessary to serve handicapped individuals.
- (j) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Subaward is signed.
- (k) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (l) To assure that all ENOA policies and procedures for congregate meals are followed.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (o) To determine that all recipients meet requisite age requirements or other individuals who meet program eligibility as listed in ENOA Nutrition Program policy 1.1. Under-age ineligible participants must pay full cost of the meal as required by ENOA Nutrition Program policies. Payment for under-age ineligible participants must be collected separate from eligible meal contributions and documented with a written

receipt. A copy of the receipt is given to the participant and a copy will be attached to the monthly cash contribution sheet.

- (p) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (q) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (r) A Cost Allocation form must be completed identifying hours worked in congregate meal program, social activities and senior center hours. The completed form will be included with monthly reports and sent to the Nutrition Office.
- (s) To operate the center Monday-Friday except for 11 holidays during the year. Subrecipient shall notify ENOA of holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Subrecipient, in writing.
- (t) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be recorded on the appropriate report.
- (u) The Center Manager is invited to attend the regularly scheduled Center Manager meetings. The Center Manager may be invited to attend any training meetings that ENOA may provide for skill development.

In carrying out the terms of this Subaward, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide training for senior center staff to improve job-related skills.
- (d) To provide nutrition education and recreational assistance to center staff upon request.
- (e) To provide administrative and technical assistance and monitor Subaward compliance by:
 - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Subaward.

- 2) An annual senior center evaluation to evaluate Subrecipient's compliance with this Subaward.
- 3) Unannounced center evaluations and center visits by program administrative staff.
- 4) Other activities as deemed necessary by ENOA Director.

ARTICLE III

REIMBURSEMENT

In consideration of the services herein provided, ENOA shall provide reimbursement to Subrecipient not to exceed **Eight Thousand Three Hundred Twenty Dollars (\$ 8,320)** as outlined in Exhibit "A" attached hereto and by this reference made a part of this Subaward.

Subrecipient shall prepare a monthly statement of costs and expenses incurred as a result of the operation of program and submit to ENOA. Reimbursement will be provided after appropriate documentation to support monthly statement has been received. Documentation must include payroll registry, time sheet(s), signed cost allocation forms and copies of any bills included in reimbursement statement outlined in Exhibit "A" as applicable. Hours eligible for reimbursement may include paid hours worked, paid vacation hours, paid sick time and paid holidays based on subrecipient's benefits. Note: Time sheets must support cost allocation sheets.

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

ARTICLE IV

TERM

This Subaward shall be in effect for **one (1) year** from **July 1, 2019** through and including **June 30, 2020**.

ARTICLE V

SUBAWARD COMPLIANCE AND ENFORCEMENT

It is the responsibility of the ENOA staff to inform the ENOA Executive Director of any Subrecipient's failure to comply with the terms of this Subaward. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Subaward:

A. Notification of Non-Compliance of Annual Senior Center Evaluation. In the event of non-compliance violations Subrecipient will have 30 days to correct the violation. ENOA shall conduct a follow-up evaluation after the 30 days allowed for centers 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 ENOA shall notify the Subrecipient in writing that funding shall be withheld until such time all recommendations have been corrected and a second evaluation has been done by ENOA. In the event the violations have not been corrected after the second evaluation, the Executive Director of ENOA shall proceed as set forth herein.
- 2) Notification of Null and Void Sub Award. The Executive Director of ENOA will notify the Subrecipient, in writing, that said Subaward has been rendered null and void until such time violations are corrected and validated by the Nutrition Services Division Director. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

B. Notification of Non-Compliance of Nutrition Subaward. After it has been determined by ENOA staff that the terms of this Subaward are repeatedly not being met, written notification of non-compliance shall be sent to the Subrecipient by ENOA. The notification shall set forth the portion of the Subaward 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 ENOA shall notify the Subrecipient in writing that funding shall be withheld until such time Subrecipient is in compliance. In the event the violations have not been corrected, the Executive Director of ENOA shall proceed as set forth herein.
- 2) Loss of funding. The Executive Director of ENOA will notify the Subrecipient, 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 Subaward will be presented to the ENOA Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

TERMINATION

a) Early termination may occur if:

- ENOA and the Subrecipient, by mutual written agreement, may terminate the Subaward at any time.
- ENOA, in its sole discretion, may terminate the Subaward for any reason upon 30 written notice to the Subrecipient. In the event of cancellation,

the Subrecipient shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided

- b) ENOA may terminate the Subaward, in whole or in part, if the Subrecipient fails to perform its obligations under the Subaward in a timely and proper manner. ENOA may, by providing a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of Subaward within a period of thirty (30) days.
- c) ENOA may terminate the Subaward, in whole or in part, in the event funding is no longer available. ENOA will give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Subrecipient be paid for a loss of anticipated profit.

EMERGENCY TERMINATION

In those instances where the Subaward violation threatens the health, welfare and safety of participants and/or staff of the Subrecipient, an emergency may be declared. After an emergency hearing and determination by the Governing Board, this Subaward may be declared null and void and all payments to Subrecipient terminated.

RETURN OF FUNDS

Subrecipient may be required to reimburse ENOA for any costs or expense, which may be disallowed as a result of an audit by ENOA, federal/state government or agency thereof.

ARTICLE VI

AUTHORIZED REPRESENTATIVE

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

ARTICLE VII

CONDITIONS

This Subaward is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

Accept & Initial

- a) Subrecipient shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Subaward expenses. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Subaward shall be subject to review or audit. Subrecipient shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.
- Accept & Initial
- b) Subrecipient shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Subaward for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Subaward completion report to be submitted within fifteen (15) days upon termination or completion of the Subaward.
- Accept & Initial
- c) A representative from ENOA shall have the right to enter any premises where the Subrecipient duties under the Subaward are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.
- Accept & Initial
- d) All materials and information provided by ENOA or acquired by the subrecipient on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The subrecipient must ensure the confidentiality of such materials or information. Should said confidentiality be breached by subrecipient, subrecipient shall notify ENOA immediately of said breach and take immediate corrective action.
- Accept & Initial
- e) Subrecipient shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
- Accept & Initial
- f) The Subrecipient shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Subrecipients of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Subrecipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Subaward.
- Accept & Initial
- g) The Subrecipient shall procure and pay for all permits, licenses and approvals necessary for the execution of the Subaward. The Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

Accept & Initial

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

Accept & Initial

h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Subrecipient, its officers or its agents) shall in no way be the responsibility of ENOA. The Subrecipient will hold ENOA harmless from any and all such claims including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

i) The Subrecipient warrants that all persons assigned to the project shall be employees of the Subrecipient and shall be fully qualified to perform the work required. Subrecipient agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Subrecipient covenants that it has not retained or employed any company or person, other than bona fide employees working for the Subrecipient, to solicit or secure the Subaward and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Subaward. For breach of this statement, ENOA shall have the right to annul Subaward without liability.

Accept & Initial

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

Accept & Initial

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

Accept & Initial

l) Subrecipient or ENOA shall consent to enter into discussion at any time to review terms of this Subaward should an evaluation suggest that program requirements necessitate a modification or change in center operations.

Accept & Initial

m) Subrecipient shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from Subawards between the Subrecipient and third parties made to effectuate the purpose of this Subaward and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Subaward or any travel related thereto.

Accept & Initial

- n) The Subrecipient shall not commence work under this Subaward until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Subrecipient shall furnish ENOA with proof of insurance coverage on the following:
General Liability in the amount of \$2,000,000;
Personal Liability in the amount of \$1,000,000;
Medical Expenses (any one person) in the amount of \$5,000;
Workers' Compensation and Unemployment Insurance

Accept & Initial

- o) Subrecipient certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Subrecipient agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.
- p) The Subrecipient, by signature to the Subaward, certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Subrecipient shall immediately notify ENOA if, during the term of this Subaward, Subrecipient becomes debarred. ENOA may immediately terminate this Subaward by providing Subrecipient written notice if Subrecipient becomes debarred during the term of this Subaward.

ARTICLE VIII

ASSIGNMENT

Subrecipient may not assign its rights under this Subaward without the express prior written consent of ENOA.

ARTICLE IX

MODIFICATION

This Subaward contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

GOVERNING LAW

This Subaward agreement between ENOA and Subrecipient shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Subaward agreement shall be filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Subaward this _____ day of
2019.

ATTEST:

CITY OF LA VISTA

By

Authorized Representative

Date _____

ATTEST:

**EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING ("ENOA")**

By

Governing Board

Date _____

Exhibit "A"

**City of La Vista
La Vista Senior Center
FY 19-20**

Subaward Personnel Reimbursement

Center Manager Salary	\$8,320
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