

SALINE COUNTY ELDERCARE PROGRAM CONTRACT

This Interlocal Cooperation Agreement is made and entered into on this 26th day of June, 2007, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City," and County of Saline, Nebraska. County of Saline is a political subdivision, hereinafter referred to as the "County."

WHEREAS, all parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, *eb. Rev. Stat.* §13-801, et. seq., as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the purpose of this Agreement is to define the mutual and separate responsibilities of each in the operation, management, support, monitoring, and evaluation of the Saline Eldercare Program, hereinafter called 'Program' as specified in the Saline Eldercare Service Plan, hereinafter called 'Plan.'

WHEREAS, the Nebraska Division on Aging has designated the City as the official Area Agency for the Lincoln Area on Aging, hereafter referred to as "Agency", for eight Nebraska counties, including Saline County, for the planning, coordination, monitoring, and evaluation of community aging service programs; and

WHEREAS, the County is a member of the Agency making it eligible for Agency support and assistance; and

WHEREAS, the City has Federal and State funds designated in its State approved the Agency's Area Plan for the partial support of the County's Program and Plan;

NOW THEREFORE, it is jointly agreed by the parties to this Agreement as follows:

SECTION 1. The County shall perform the following:

- A. Provide, through its Saline Eldercare Advisory Board (By-Laws, Attachment A), on-going planning, monitoring, and evaluation of the Program according to the approved Plan;
- B. Provide supervision and financial support as specified and approved annually in the Saline County Eldercare Service Plan (Attachment B) and Budget (Attachment C);
- C. Arrange for the provision of an appropriate, safe, and accessible office for the Saline Eldercare staff and its program;
- D. Provide appropriate and sufficient liability insurance to cover the County's office, staff, and Program activities;
- E. Implement and operate the Program for the period of this Agreement pursuant to the Plan and the following:
 1. Act as the fiscal agent for all public and private funds through grants, appropriations,

- subsidies, contributions, fees and donations provided and/or designated in support of the Program;
2. With the assistance of the City, employ and supervise the professional and technical personnel necessary to carry out the activities and services as mutually agreed upon in the Plan;
 3. Administer the Plan with policy and direction input from the Saline Eldercare Advisory Board, provided that the input received does not conflict with local or state law, nor conflicts with any laws governing the City;
 4. Accurately and promptly report to the City the Program's services/activity output, financial expenditures, and revenues;
 5. To operate the Program within the spirit of the Principles of Aging Services Programming (Attachment D), and within the City's Policy Requirements (Attachment E).

SECTION 2. The City shall provide:

- A. Technical assistance with the planning, monitoring and evaluation of the Program and with other matters concerning older citizens;
- B. Funds from Federal, State or other sources allocated or designated by those sources and the City for the support of the Program. The amounts of such support shall be determined within the laws, regulations, policies and procedures of the funding sources and the City. Any support available for the Program shall be paid through the City to the Program's designated fiscal agent;
- C. Technical assistance in the fiscal management of the Program, its activities and services;
- D. Technical assistance in the implementation and operation of the Program;
- E. Orientation, training, monitoring and evaluation of Program staff as requested by the County;
- F. Assistance with the recruiting, orientation and support of the Saline Eldercare Advisory Board.
- G. Technical assistance and support in the development of community aging services throughout Saline County;
- H. Support and assist in coordinating other programs or services with those activities and services of the Program.

SECTION 3. Project Funds. Project funds are all public grants, allotment, subsidy funds, private contributions, fees, donations received by and for the purpose of the Program whether by appropriation, reimbursements for services, sale of Program products, contribution, or donation. Program funds shall be considered public and subject to accounting, review and inspection, and audit as such, except that individual services or activity contributions shall not be open to general public inspection as per the confidentiality requirements of the Older Americans Act, as amended.

SECTION 4. Audit and Inspection. The County shall allow the City or its authorized representative, any authorized representative of the Federal grantor agency, the Nebraska Division on Aging, or any authorized representative of the Comptroller General of the United States to inspect all relevant data and records; and allow any of the above to audit the books, records, and accounts of the Program pertaining to this Agreement upon request, except any which might violate privacy of clients.

The County shall conduct an annual audit of the Program. The audit shall be to determine if the County has complied with the provisions of this Agreement and applicable Federal and State regulations governing the expenditure of grant funds. The audit report shall identify any questionable costs or other items of non-compliance. The County shall forward a copy of the audit to the City within 30 days of receipt of the written report by the County and no later than six months after the end of the fiscal year.

SECTION 5. Independent Contractor. The City is interested only in the results produced by this Agreement. County shall perform as an independent contractor and it is expressly understood that the County and County's employees are not an employee of the City and are not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

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

SECTION 6. Indemnification.

- A. To the fullest extent permitted by law, County shall indemnify defend and Hold Harmless the City of Lincoln, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of County or County's employees, or anyone directly or indirectly employed by County, or anyone for whose acts any of them may be liable. This section shall not require County to indemnify or Hold Harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City of Lincoln does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.
- B. The City shall not be obligated to nor liable to any party other than the County under this Agreement.

SECTION 7. Termination.

1. This Agreement shall continue in full force and effect from July 1, 2007 until and unless one or both parties terminates the Agreement by sending written notice to the other party indicating such intention to terminate and such notice is given at least 90 days before the proposed date of termination. The fiscal year for the Program and for this Agreement begins July 1 and ends June 30, each year.
2. In the event of any breach or default hereunder by the County during the term of this Agreement in performing the terms and conditions required hereunder, then and upon the happening of such event the City shall give written notice of such breach or default and the County shall immediately surrender to the authorized agent(s) of the City any grant funds advanced or collected and not yet expended (if any) on the date of the breach or default.
3. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City. In the event of an availability of funds to pay any amounts due under this Agreement, the City shall immediately notify the County, and this Agreement shall terminate without penalty or expense to the City.

4. Upon the termination of this Agreement all monies paid by City and all property purchased with Project funds and such monies paid to the County shall remain the property of the County, providing all Federal and State requirements have first been met.

SECTION 8. Fair Labor Standards. County shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Reissue Revised Statutes of 1996.

SECTION 9. Fair Employment Practices. County shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Section §48-1122, Nebraska Reissue Revised Statutes of 1998.

SECTION 10. Nebraska Law. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

SECTION 11. Integration, Amendments, Assignment. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

SECTION 12. Severability & Savings Clause. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

SECTION 13. Capacity. The undersigned person representing County does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind County to this Agreement.

EXECUTED THIS 26 day of June, 2007 by:

ATTEST:

Jinda Kastaneh
Saline County Clerk


Chair Saline County Board of
Commissioners

EXECUTED THIS _____ day of _____, 2007 by:

ATTEST:

City Clerk

Mayor, City of Lincoln

Saline County Senior Services Agreement

List of Attachments

Attachment	Name
A.	Bylaws
B.	Program Plan for FY
C.	Program Budget for FY
D.	Principals of Community Aging Services Program Operation
E.	Special Term, Conditions, and Requirements
E-1	Civil Rights Compliance
E-2	LAAA Policy #5
E-3	LAAA Policy #7
E-4	LAAA Policy #8
E-5	LAAA Policy #9
E-6	LAAA Policy #10

**BYLAWS of the
SALINE COUNTY
ELDERCARE BOARD**

ARTICLE I. NAME

The name of the body herein created and defined by the Saline County Commissioners shall be the Saline County Eldercare Board, hereinafter referred to as the Eldercare Board.

ARTICLE II. PURPOSE

The purpose of the Eldercare Board shall be to advise the Saline County Board of Commissioners on matters of concern to older residents of Saline County, such advice and duties to include but not be limited to the following:

- to act as a communication link between older citizens and the Board of Commissioners;
- to collect and study information on issues and topics relevant to aging persons of Saline County;
- to propose and/or coordinate community aging services which support the continued independence and self-sufficiency of older persons;
- to monitor and evaluate the effectiveness of community aging services in the county, regional and state bodies affecting aging services and matters;
- to perform other appropriate functions as the Board of Commissioners deems necessary;
- to recommend personnel actions to the Board of Commissioners for the position of Director and other full or part-time positions;
- to complete an annual performance appraisal and recommend salary adjustments to the Board of Commissioners for the position of Director;
- to review other annual appraisals that the Director has completed and recommend salary adjustments as necessary to the Board of Commissioners; and
- to coordinate and prepare, with the Director, an annual budget outlining accomplishments, goals and assure adequate funding is available. This budget will list income and expenses by commodity as required by the Lincoln Area Agency on Aging (LAAA). Recommend approval of completed budget to the Board of Commissioners.

ARTICLE III. MEMBERS

Section 11. Number. The Eldercare Board shall have a maximum of twenty-five members, two (2) from each town (a total of 16) and nine (9) at large. Other individuals, i.e. healthcare professionals, business leaders, clergy, etc., may be included as associate members.

their interest, for their leadership in working for the improvement of life for older persons, or for their specialized knowledge or experience in community aging services.

Section 3. Voting. Each member shall have one (1) vote. Associate members have no voting rights.

Section 4. Appointment. The first Board shall be appointed within a month of the adoption of these Bylaws. Thereafter, the Eldercare Board shall submit to the County Board of Commissioners each year a slate of nominations for that year's vacancies. After review the Board of Commissioners shall notify the Eldercare Board of its appointees for the up-coming year.

Section 5. Term. Except for the first Board, the term of the members shall be two (2) years with half of the members selected one year and the other half selected the other year. For the first Board, the Commissioners shall designate at the time of appointment who shall serve two years and who shall serve three years beyond the first June 30 after the adoption of these Bylaws. Board members will not have limits on the number of terms served.

Section 6. Attendance. No member shall have more than three unexcused absences during a year's period. Should a member's absences exceed this, the chairperson may declare the position vacant and the Board shall notify the board of Commissioners of the same and request a new member be appointed to fill the vacancy.

ARTICLE IV. ORGANIZATION

Section 1. The Eldercare Board shall be organized into officers and committees for performing functions of the Board.

Section 2. Officers. The Board shall have three (3) officers: a Chairperson, Chairperson-Elect, and Recording Secretary. Their election, a term of office and duties shall be as follows:

Chairperson: The duties of the Chairperson shall be to preside over all meetings of the Board, maintain order, explain and decide all questions of order, announce business, give signature where necessary, appoint the committee chairpersons and assign duties to members as necessary to carry out the purposes of the Board. Except for the first election of officers, the Chairperson-Elect shall assume the duties of the Chairperson at the annual meeting after the election of the other new officers. The Chairperson shall serve one year.

Chairperson-Elect. The Board shall, by written ballot, elect a Chairperson-Elect each year at its annual meeting except that at the first election when both a Chairperson and a Chairperson-Elect shall be elected. Thereafter, at each year's annual meeting, the current Chairperson-Elect shall assume the duties of the Chairperson immediately after the election of the new Chairperson-Elect. The duties of the Chairperson-Elect shall be to act as Chairperson in the absence of the Chairperson and perform such duties as necessary for and as requested by the Chairperson.

act as Chairperson in the absence of the Chairperson and perform such duties as necessary for and as requested by the Chairperson.

Recording Secretary: The Board shall, by written ballot, elect a Recording Secretary at its annual meeting to serve for one year. The duties of the Recording Secretary shall be to keep and maintain the minutes of all meetings of the Board, take roll, read minutes of previous meetings, read important correspondence, record the proceedings, notify members of meetings, and to take charge of all documents of the Board.

Section 3. Committees. The Board may establish Standing or Ad Hoc Committees as is necessary for carrying out its functions and responsibilities using persons who reside in or work in Saline County, as well as its own members, so long as the purpose, specific duties and responsibilities, and time of reporting are clearly designated in the motion and/or minutes of the meeting establishing such. Ad Hoc committees may be designated for fat-find, advisory, coordinating, or other purposes deemed necessary by the Chairperson, Board, or County Board. The purposes or duties, appointment, and composition of standing committees must be established in writing as a sub-part of this section of these Bylaws. No committee, Ad Hoc or Standing, shall act or present itself in any way without the express approval of the Eldercare Board.

3A. The Executive Committee shall consist of the Chairperson, Chairperson-Elect, Recording Secretary, Chair-Pro Tem, and a County Commissioner.

3B. The Budget Committee shall consist of a board member from all towns in Saline County, the Chairperson, and a County Commissioner.

ARTICLE V. MEETINGS

Section 1. Frequency. The Saline County Eldercare Board shall conduct regular meetings as necessary, but no less frequently than quarterly, at a time and place of the members' choosing except in the case of the annual meeting, which shall normally be held in the month of June of each year, but after the appointments for the up-coming year have been received from the Board of Commissioners.

Section 2. How Called. Regular meetings, dates, times and locations may be established for an annual period or at the prior regular meeting. The Chairperson, with the Executive Committee's approval, may call a special meeting for the purpose of conducting only special or emergency business for which the meeting was called.

Section 3. Quorum. A quorum for business shall be 55% of the appointed members.

Section 4. Voting. A simple majority of those present shall carry the business. In the case of a tie, the vote of the Chairperson shall determine the issue.

ARTICLE VI. OTHER

Section 1. Annual Report. The Saline County Eldercare Board shall prepare and submit to the County Board of Commissioners a written annual report of the Board's activities and accomplishments during the prior fiscal year. Such report shall be submitted to the Commissioners on or before June 30 of each year. Standing Committees of the Board shall submit a written report of their activities and accomplishments for the prior fiscal year to the Board on or before April 15 of each year.

Section 2. Rules of Order. Robert's Rules of Order shall govern the meetings of the Board and its committees where appropriate and specifically when questions of procedure and order are raised.

Section 3. Meetings. Meetings of the Board are open to the public.

ARTICLE VII. AMENDMENTS

Amendments may be proposed to these Bylaws by either the County Board of Commissioners or by the Board itself. Only the Board of Commissioners can approve or amend these Bylaws.



First approved on this 26 day of June, 2007 by the Saline County Commissioners.

BYLAWS2007

LAAA/Saline Eldercare's Program Plan for FY - 07-2008

SALINE COUNTY Goals & Objectives

Goal 1

People of all ages and circumstances know about LAAA and Saline Eldercare and what we have to offer.

Objective 1: To increase awareness of Saline County Eldercare and LAAA through presence at local public events, weekly columns in local papers, information sent or presentations to local senior centers/organizations and information about events included in Living Well magazine.

Goal 2

Older adults and their natural support systems know and utilize information about nutrition, fitness, healthcare, employment, transportation, services and activities.

Objective 1: To continue the Durable Medical Equipment loan program.

Objective 2: To make sure older adults in Saline County do not go hungry for lack of money.

Objective 3: To provide nutritious Home Delivered and Congregate Meals to all who want or need them.

Objective 4: To provide personal contact between older adults and volunteers of all ages.

Objective 5: To develop innovative programs that help insure the safety of older adults.

Objective 6: To provide Financial Counseling services by participating in the SHIIP (Senior Health Insurance Information) program and provision of Homestead Tax assistance to older adults.

Objective 7: To provide some basic home care and visiting services through Friendly Visitor and Senior Companion volunteers.

Objective 8: To provide information to older adults and their caregivers at local public events.

Objective 9: To provide health screenings and education to older adults. Includes foot care clinics in Wilber.

Goal 3

LAAA and Saline Eldercare utilize an array of community resources and relationships to expand our capacity to serve older adults.

Objective 1: To work with local schools and youth organizations to provide services to older adults.

Objective 2: To work with various local businesses to provide goods and services to older adults.

Objective 3: To work with other service organizations in providing goods and services to older adults.

Objective 4: To cooperate with other agencies in providing durable medical equipment.

Goal 4

LAAA and Saline Eldercare are fiscally sound, diversely funded, and operating at optimal capacity.

Objective 1: To pursue creative fund raising.

Goal 5

LAAA and Saline Eldercare provide and advocate for fully accessible services that foster self-determination, choices, and cultural competency.

Objective 1: To advocate for legislation that would continue prescription/healthcare reform.

Objective 2: To work with families representing minority populations to provide their elders assistance and support their caregiving efforts.

Objective 3: To foster cultural competency in Saline County Eldercare services.

Goal 6

LAAA and Saline Eldercare value their internal resources and ensure best practices through employee interaction, and organizational and staff development.

Objective 1: To increase staff by one full time position.

Objective 2: To provide staff training and continuing education to better serve Saline County elders.

Goal 7

LAAA and Saline Eldercare believe older adults are a valuable part of the community and promotes their involvement in the community through meaningful volunteer experiences.

Objective 1: To continue the involvement and development of the Saline County Eldercare Advisory Board.

Objective 2: To host an annual Volunteer Recognition and honor a Volunteer of the Year from the Saline County Eldercare volunteers.

Saline County Agreement
Attachment C

Saline Eldercare Budget FY07/08

INCOME

LAAA OAA
LAAA CASA
TOTAL LAAA

34,905
5,200

USDA

40,105

SENIOR COMPANION GRANT

800

Community Support

8,660

Crete

DeWitt

Dorchester

Friend

Swanton

Tobias

Western

Wilber

County Residence

*(In Eldercare office)

6,726

918

1,092

2,484

408

528

834

2,910

3,816

TOTAL COMMUNITY SUPPORT

19,716

Donations Fundraising

Carryover (Best guess by Ardi \$18,384.40)

5,835

0

TOTAL FUNDRAISING/CARRYOVER

5,835

GRAND TOTAL INCOME

75,116

EXPENSES

Salary - Director @ \$13.00 ph

Wages - Aide @ \$7.50 ph

Fringes - Health Benefits \$647.50 pm (1 Indv)

Fringes - Life Ins - Incl in Health Cost 15k

Fringes - Dental Ins \$23.70 pm (2 indiv)

FICA @ 7.65%

Retirement @ 6.75%

TOTAL FRINGES

Workmans Comp

Insurance - Vehicles

Insurance - Employees & Volunteer Liability

Renter Insurance

Building - Included in Rent

TOTAL INSURANCE

Employee Travel

27,040

9,750

7,123

0

568

2,814

2,484

12,989

1,900

1,100

300

188

0

1,588

1,400

Volunteer & Employee Transport	3,500
Employee Training Costs	100
License	59
Food - USDA pass thru	800
Rent	4,800
Utilities	5,200
Office Supplies	600
Vehicle Repair	500
Postage	425
Copier Maintenance	250
Printing/Marketing - Calendars	710
Building Remodel/Maintenance	100
Telephone	2,925
Community Awards	300
Subscriptions	150
Memberships	30
TOTAL EXPENSES	75,116
Surplus/Deficit	0

Attachment D
Principles of Community Aging Services Program Operation

- I. The Program, including its facilities and equipment, shall be available for all older citizens of the community without respect to race, creed, religious belief, national origin, political persuasion, social standing or sex.

- II The Program's congregate activities shall be planned and managed to serve the maximum feasible diversity of individual participant interest and needs allowable within the available resources.

- III The Program's congregate activities and individual services shall be both planned and managed to strengthen older citizens' independence, self-sufficiency, and dignity in their later years.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH
AND HUMAN SERVICES REGULATION UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

Saline County (hereinafter called the "Subgrantee") hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from Lincoln Area Agency on Aging, City of Lincoln, a recipient of Federal financial assistance from the Department (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

Dated:

(Subgrantee)

by

(President, Chairman of Board, or comparable authorized official)

(Recipients' Mailing Address)

POLICY NUMBER --5--
LINCOLN AREA AGENCY ON AGING

PROGRAM PARTICIPANT CONTRIBUTION POLICY

RATIONALE:

The prospect of expanding public funds for existing programs is clearly limited for the short term, and probably so for a number of years. It is logical to believe that users of the many special services would rather increase their out-of-pocket share of program costs than to see the programs cut back or possibly eliminated by reductions in the growth of public funds. At the very least, the sponsors of these programs have an obligation to give users the necessary factual cost data so that they can know the true value of their individual contributions. To do less is unnecessarily patronizing and contrary to the intent of the Older Americans Act.

With such a system in place, aging programs would be in a better position to justify the public and charitable funds that remain needed after applying program earnings from users.

POLICY:

The LAAA Advisory Council encourages all programs included in its Area Plan to provide a means to keep program recipients fully aware of program costs in both aggregate and unit-of-service terms so that they can make independent, informed decisions as to their preferred level of contribution.

The amounts, methods and mechanisms for generating contributions is best left to each local program to determine. The areawide council, however, has as its goal that each program receiving funds under the Area Plan will establish expressed, written contribution policy and procedure and will review it and update it annually, utilizing input from advisory committees and users as well as other appropriate information such as local economic circumstances.

Adopted by the Lincoln Area Agency on Aging Advisory Council February, 1982.

Amended:

POLICY NUMBER --7--
LINCOLN AREA AGENCY ON AGING

PLANNING PROCESS POLICY

RATIONALE:

LAAA believes it good business to think out carefully what needs to be done and how it should be done before doing it and before going on after it is done, to carefully note whether doing it accomplished what was intended. This is called a planning process. It includes assessing the need for doing something, writing a plan of who does what, when, and how much, and after the plan has been carried out, evaluating the effect of the plan.

State and Federal aging law charges an area agency with responsibility to develop a comprehensive, coordinated service system to be available to older persons and their families.

POLICY:

In order to carry out this function, the LAAA Advisory Council sets forth this policy to define the process and its minimum elements for both the Agency and for projects, services, and activities funded or evaluated by the Agency:

- ▶ A minimum planning process will include at least three functional parts: Assessment- a study of what needs to be done; Plan Development--a written statement and/or budget of how something is to be done; and Evaluation--a study of the accomplishments of the plan when completed.
- ▶ For continuing activities, the process will be both cyclical or recurrent and comprehensive at least every five years.
- ▶ For the assessment and evaluation parts, the process will involve the general public as well as participants and expected participants, and if privately sponsored, will involve the governing board as well as advisory bodies in all three functional parts.
- ▶ A written general calendar or schedule of the events of the process shall be available for reference if requested by funding sources and participants.

Further, the Advisory Council urges both flexibility and innovation in the implementation of a planning process; promotes self evaluation in addition to third party; and encourages coordination with and use of existing assessment and evaluation processes where appropriate and available. Lastly, any planning process this policy requires should itself be evaluated on (a) appropriateness to program or service, (b) fairness in its practices, (c) efficiency in implementation, and (d) effectiveness of improving and strengthening the program.

Adopted by the Lincoln Area Agency on Aging Advisory Council on March 10, 1983.

Amended:

POLICY NUMBER--8--
LINCOLN AREA AGENCY ON AGING

CONFIDENTIALITY POLICY

RATIONALE:

Community aging service programs have developed to assist our people to secure and enjoy their old age in good health and in dignity. A hallmark of these programs in protecting dignity is the confidentiality given to individual private informational matters when planning, governing, operating, and evaluating the services. The Lincoln Area Agency on Aging has long recognized the importance and necessity of maintaining and protecting this confidentiality of information between participant and service provider, and hereby makes that position a matter of policy for itself and any activities and services under the area plan.

POLICY:

Except for pertinent information necessary for planning and delivery, no information about an older person which was obtained from or about that older person by LAAA or by its grantee or contracting programs and service providers can be disclosed in a form that identifies that person without the written or oral consent of the person or his or her legal representative unless the disclosure is required by court order or by law. Lists of older persons compiled by the agency, its grantees and contracting programs and services to be used solely for the purpose of providing services, and only with the informed consent of each individual on the list. Grantee and contracting programs and service providers of LAAA are to have confidentiality policies to similarly protect the privacy of the older participants and clients involved in their program or services.

Adopted by the Lincoln Area Agency on Aging Advisory Council on December 8, 1983.

Amended:

POLICY NUMBER--9--
LINCOLN AREA AGENCY ON AGING

COMMUNITY AGING SERVICES FACILITY POLICY

RATIONALE:

This Agency's Area Plan for its older citizens hinges on community and neighborhood delivery of services which promote, restore, and support their independence and self-sufficiency. Often this service delivery is from community owned facilities. And being the focus of the services, these facilities are generally viewed both by local and visiting people as a physical manifestation of that community's own system of valuing and caring for its older citizens. The Advisory Council to the Lincoln Area Agency believes that the Agency's policy toward community aging service facilities is integral to the areas aging service system. Therefore, it establishes the following policy.

POLICY:

The Lincoln Area Agency on Aging advocates the promotion, development and maintenance of community facilities as the delivery points for needed community based aging services programs, providing those facilities are energy efficient, meet life safety code, and are both an appropriate and effective adjunct to a local comprehensive, coordinated aging service plan. And further, the following guidelines are established to facilitate the discharge of this policy.

A. Need. The determination of need for financial support from the LAAA is to be made by the agency in consultation with the community sponsor, elected leaders, the Advisory Council, and upon the documented public need including (1) community and senior citizen interest, and initiative; (2) results of a current comprehensive community aging services survey of a significant percentage of the target population of the community (3) the stability and continuity of on-going sponsorship; and (4) the financial and personnel resources to support development and on-going operational costs of the facility.

B. Cost Sharing. Generally, the Lincoln Area Agency on aging will participate in the cost of local and area community aging service facility development (*) as is appropriate within the resources available and needs of each situation. Specifically, the Agency will not exceed the public cost sharing allowed under applicable law, and as a matter of preference, the Agency encourages local community cost sharing to meet or exceed fifty percent of the total cash costs of that portion of the project supporting agency services. This Guideline exists to recognize and encourage community ownership of and commitment to the facility.

C. Senior Centers. Senior center facility development projects utilizing funds under the LAAA Area Plan are expected to be guided by the 1978 edition of the National Institute of Senior Centers' Senior Center Standards: Guidelines for Practice (**), especially the Facility Principle and Standards of those guidelines.

D. Coordination. A community aging service facility utilizing funds under the LAAA Area Plan is expected to commit to writing its plan of coordinating with both a local aging service plan and with the Area Plan to evidence that facility's contributing role in the planning and service area's long term care system for older citizens.

Position of the LAAA staff after review and comment:

Presented to the Lincoln Area Agency on Aging Advisory Council: 4-12-94 & 6-14-84.

Action of Advisory Council: Approved 6-14-84.

*Development in this policy means any method of acquisition--direct purchase, turnkey construction, lease purchase, etc.--construction or renovation of real property.

**Available from both national Institute of Senior Centers and the Lincoln Area Agency on Aging.

POLICY NUMBER--10--
LINCOLN AREA AGENCY ON AGING
REVENUE GENERATION POLICY

RATIONALE:

The need and demand for community acting services increases each year. This increase in all likelihood will continue for several more decades. Community aging services must significantly increase their revenues to meet current and future demands. Most community aging service programs have traditionally received the bulk of their revenues from public categorical sources. These programs will not in the future be capable of meeting the increased demand for their services by relying solely or even primarily on just one or two sources. Like most business enterprises which weather changing economic and social environments, these programs will need to plan for the future and to diversify their revenue sources. These actions can help aging programs generate more revenue which in turn they can use to continue or even expand their services to the growing numbers of older people.

With this in mind, LAAA believes that it will serve both today's and tomorrow's older citizens best if it takes steps now to encourage service providers in the area to strengthen themselves by adopting policies and practices which broaden their own base of financial support. The following policy advises service providers and organizations who currently contract with or receive funding from LAAA, or who plan to do so in the future, that the Agency will consider in its decisions an applicants/contractor's activities for broadening and generating its revenues.

POLICY:

Aging service plans, proposals, and contracts submitted to LAAA for approval will be more favorable viewed by the Advisory council and agency staff if they evidence the applicant's record, capacity, or plans of actively seeking appropriate contributions, donations, fundraising, charges-for-service, private sector support initiatives, and other public revenues in addition to the funds requested or reimbursed by LAAA to support the service/program "Appropriate" is interpreted herein to mean that the activities, methods, procedures, and policies to enhance project or service revenue: (a) will not infringe on the rights of privacy and personal confidentiality of the older persons/families; (b) will not create negative social pressures upon those older persons who cannot afford or choose not to participate in the revenue generating activities; and, (c) will not deny service to an older person/family in need who cannot or will not pay all or part of the cost of the service.

Adopted by the Lincoln Area Agency on Aging Advisory Council on February 26, 1987.

Amended:

SALINE COUNTY ELDERCARE BOARD

<u>Community Representatives (Voting members)</u>	<u>Terms</u>	<u>Expires</u>
<u>Crete:</u>		
1) Robert Courtney 1634 Juniper Crete, NE 68333 402-826-3700 oldcoot@neb.rr.com	2 Years	2010
1) Helen Cejka 1007 Forest Ave. Crete NE 68333 402-826-4519	3 years	2010
<u>DeWitt:</u>		
1) Elaine Erdmann P.O. Box 95 DeWitt, NE 68341 402-683-3295 elaine@diodecom.net	2 Years	2007
Kathy Stokebrand LAAA Representative 202 N Orange DeWitt, NE 68341 402-683-5625 HS51701@alltel.net	2 Years	2008
<u>Dorchester:</u>		
1) Bertha Zak 106 East 7 TH Dorchester, NE 68343 402-946-7441	3 Years	2009
2)	3 Years	2010
<u>Friend:</u>		
1) Phyllis Svehla 614 Pine Friend, NE 68359 H-402-947-5361 psvehla@galaxycable.net	2 Years	2008
2) Mabel Moser 513 Chestnut Friend, NE 68359 402-947-2070 bm34621@alltel.net	2 Years	2008

June 2007

Community Representatives At Large (Voting Members)

	<u>Term</u>	<u>Expires</u>
1) Joann Courtney 1634 Juniper Crete NE 68333 402-826-3700	2 Years	2010
2) Rev. James Helgren P.O. Box 456 Wilber NE 68465 402-821-2846	3 Years	2008
3) William Wenz, Saline Co. Commissioner P.O. Box 127 Crete NE. 68333 402-826-2363 (h) 402-826-5062 (w)	2 Years	2008
4) Calli Kohl Warren Memorial Hospital 905 2 nd Friend NE 68359 (W) 402-947-2541 ckohl@warrenmemorialhospital.org	3 Years	2010
5) Mr. & Mrs. John Brickner PO Box 75 Wilber NE 68465 402-821-3268	(1 vote) 2 Years	2009
6) Shirley Saathoff DeWitt Center Manager P.O. Box 101 DeWitt NE 68341 402-683-3120 lands@inebraska.com	3 Years	2010
7) Mrs. Lawrence (Sandy) Fruhling 113 S. High PO Box 62 Wilber NE 68465 402-821-3641	2 Years	2009
8) Mr. & Mrs. Robert Mares PO Box 3 Wilber NE 68465 402-821-2304 boblol@alltel.net	(1 Vote) 3 Years	2010

June 2007

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