

POLK COUNTY SENIOR SERVICES CONTRACT

This Interlocal Cooperation Agreement is made and entered into on this 22nd day of June, 2004, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City," and County of Polk, Nebraska. County of Polk 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, *Neb. 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 Polk County Senior Services Program, hereinafter called 'Program' as specified in the Polk County Senior Services 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 Polk 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 Polk County Senior Services 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 Polk County Aging Services Plan (Attachment B) and Budget (Attachment C);
- C. Arrange for the provision of an appropriate, safe, and accessible office for the Polk County Senior Services 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 Polk County Senior Services 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 Polk County Senior Services Advisory Board.
- G. Technical assistance and support in the development of community aging services throughout Polk 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, 2004 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 unavailability 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.
3. 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.

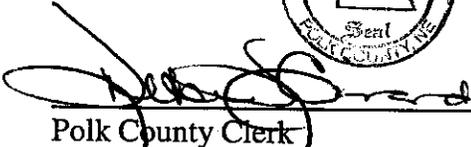
SECTION 12. Severability & Savings Clause. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of 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.

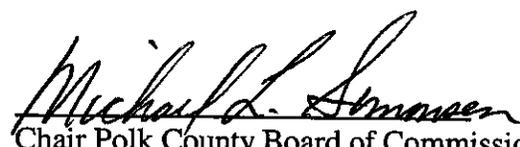
EXECUTED THIS 22nd day of June, 2004 by:

ATTEST:





Polk County Clerk



Chair Polk County Board of Commissioners

EXECUTED THIS _____ day of _____, 2004 by:

ATTEST:

City Clerk

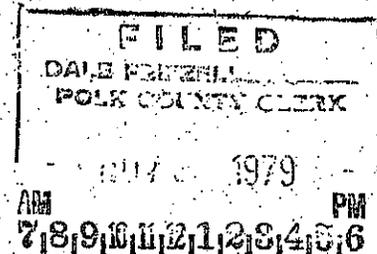
Mayor, City of Lincoln

Polk 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

Attachment A
BY-LAWS OF THE
POLK COUNTY
SENIOR ADVISORY BOARD



ARTICLE I.

NAME

The name of the body shall be the Polk County Senior Advisory Board.

ARTICLE II.

PURPOSE

The purpose of the Senior Advisory Board shall be

- to advise the Polk County Board of Commissioners on matters of concern to older residents of Polk County;
- to act as a communication link between older Polk County citizens and the Board of Commissioners;
- to collect and study information on issues relevant to aging persons in the county;
- to plan, coordinate, or develop programs and efforts on behalf of older persons of the county;
- to monitor and evaluate the effectiveness of programs and activities in the county on behalf of older citizens;
- to represent older citizens of the county on community, county, regional, and state bodies relevant to aging affairs;
- to perform other appropriate functions as the Board of Commissioners deems necessary.

ARTICLE III

MEMBERS

Section 1. Number. The Senior Advisory Board shall have eleven (11) members, one (1) selected from each Commissioner's district, one (1) selected from each municipality in the county, and four (4) selected at-large.

Section 2. Qualifications. All except the four at-large members shall be fifty-five (55) years of age or older and shall be residents of Polk County. The at-large members shall either be selected for their interest and leadership in working for the improvement of life for older persons or for their specialized knowledge or experience in aging or aging related services and activities.

Section 3. Voting. Each member shall have one vote.

Section 4. Appointment. The Senior Advisory Board shall submit to the County Board of Commissioners on or before March 15 of each year a slate of nominations for the appointment of members from each district, municipality, or at-large vacancy. Between April 1 and 15 of each year the Board of Commissioners will notify the Senior Advisory Board of its appointments for the upcoming year.

Section 5. Term. Except for the first Board, the term of the members shall be two 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. Thereafter, all terms shall be two years.

Section 6. Attendance. No more than half of a member's absences should be unexcused for a year's period, nor should a member miss more than half of the Advisory

Board's meetings during a year's period. Should a member's absences exceed this, the Chairman shall declare the position vacant and the Senior Advisory Board shall notify the Board of Commissioners of same and request that a new member be appointed to fill the vacancy.

ARTICLE IV. ORGANIZATION

Section 1. The Senior Advisory Board shall be organized into Officers and Committees for performing the functions of the Board.

Section 2. Officers. The Senior Advisory Board shall have three officers: a Chairman, a Chairman-Elect, and a Recording Secretary. Their election, term of office, and duties shall be as follows:

Chairman. The duties of the Chairman 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 committee chairmen, assign duties to members as necessary to carry out the purposes of the Advisory Board. Except for the first election of officers the Chairman-Elect shall assume the duties of the Chairman at the Annual meeting after the election of the other new officers. The Chairman shall serve one (1) year.

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

Recording Secretary. The Advisory Board shall by written ballot elect a Recording Secretary at the Annual meeting to serve for one (1) year. The duties of the Secretary shall be to keep and maintain the minutes of all meetings of the Advisory Board, take roll, read minutes of previous meeting, read important correspondence, record the proceedings, notify members of meetings, and to take charge of all documents of the Advisory Board.

Section 3. Committees. The working committees of the Advisory Board shall be of two types—Ad Hoc and Standing.

Sub-section A. Ad Hoc Committees. Ad Hoc or "for the purpose" committees may be designated for fact finding, advisory, coordinating, or other purposes by the Chairman, Advisory Board, or County Board of Commissioners as they deem necessary or appropriate so long as the purpose, specific duties and responsibilities, chairmen, and time of reporting are clearly designated in the minutes establishing each.

Sub-Section B. Standing Committees. The Standing Committees shall be Community Home Activities and Services, and Community Center Activities and Services. The chairmen of the Standing Committees shall be appointed by the Chairman with the concurrence of the Advisory Board. The Committee chairmen may appoint their committee members. Both chairpersons and committee members serve one (1) year terms or until the end of Annual meeting. Chairpersons and committee members may serve up to and only two consecutive terms if reappointed to the same position. The size and functions of each Standing Committee follows:

Community HOME Activities and Service. This committee shall be composed of at least three (3) but not more than five (5) members, one of whom shall be chairperson. At least three (3) of the members must be of the Senior Advisory Board, the remaining may come from agencies or organizations having some relationship or impact on in-home services and activities. The committee shall meet as necessary or as directed by the Chairman of the Advisory Board. The duties of the committee shall include but not be limited to the following:

- investigating, studying, and reporting on the need, availability, and quality of services and activities for reinforcing and maintaining older people's ability and desire to remain independent and self-sufficient in their own homes or with their families as long as feasible and affordable.
- cooperating with community, county, and regional agencies or organizations in the coordinating, developing, strengthening, or delivering of in-home and self-help services, activities, or programs;
- monitoring the objectives and effectiveness of such in-home and self-help services and programs for older citizens of the county.

Community CENTER Activities and Services. This committee shall be composed of at least three (3) but not more than seven (7) members, one of whom shall be chairperson. At least three (3) of the committee members, including the chairperson, shall be members of the Advisory Board, the remaining shall come from senior service centers, agencies, or organizations having some relationship or impact on activities and services provided or available through a community facility. Each community senior service center facility in the county must be represented by one (1) of the seven members. The committee shall meet as often as necessary or as directed by the Chairman of the Advisory Board. The duties of the committee shall include but not be limited to the following:

- investigating, studying, and reporting on the need, availability, appropriateness, and quality of community located senior service center programs; said programs to include activities or services for the purpose of strengthening and maintaining older individuals' ability and desire to remain or become a participant in neighborhood and community functions, activities, and responsibilities;
- coordinating with community, county, and regional agencies and organizations in building, strengthening, or managing senior service center planned programs of activities and services;
- monitoring and evaluating the objectives and effectiveness of senior service centers and their programs of activities and services in Polk County.

Sub-section C. No committee, Ad Hoc or Standing, shall act or present itself in any way without the express approval of the Senior Advisory Board. The committees relate and report only to the Advisory Board.

ARTICLE V.

MEETINGS

Section 1. Frequency. The Polk County Senior Advisory 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 Annual meeting which shall be held during the month of April each year but after the appointments for the upcoming year have been received from the Board of Commissioners.

Section 2. How Called. Regular meetings' dates, times, and location shall be established at the prior regular meeting. The Chairman with one other voting member'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 seven (7) members.

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

ARTICLE VI.

OTHER

Section 1. Annual Report. The Polk County Senior Advisory Board shall prepare and submit to the County Board of Commissioners a written annual report of the Advisory Board's activities and accomplishments for the year on or just before March 15 of each year. Standing committees of the Advisory Board shall submit a written report of their activities and accomplishments for the year to the Advisory Board on or just before February 1 of each year.

Section 2. Rules of Order. The meetings of the Advisory Board and its committees shall be governed by Roberts Rules of Order where appropriate and specifically when questions of procedure and order are raised.

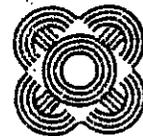
ARTICLE VII.

AMENDMENTS

Amendments may be proposed to these By-Laws by either the County Board of Commissioners or by the Advisory Board itself. Only the Board of Commissioners can approve amendments to these By-Laws.

First approved this 6th day of Nov, 1979, by the Polk County Board of Commissioners.

Tommy Herberman
Paul Wagner



OLK COUNTY'S

CENTER for SENIOR SERVICES

PROGRAM

Serving Community Centers in Osceola, Polk, Shelby, Stromsburg

18 East 3rd Street

Stromsburg, NE 68666

(402) 764-8227

TO: Polk County Commissioners
FROM: Polk County Senior Advisory Board
RE: By-Law Amendment - *attachment*

Please note that in Article III, Section 2, Qualifications, that at-large members were amended. The Qualifications did not make sense. We would have had a 16 member board, according to the Qualifications. To make it clearer, the amendment was made. The Polk County Senior Advisory Board is asking the Board of Commissioners to approve this amendment. The Polk County Senior Advisory Board passed this amendment on August 16, 1993.

Thank you,

Avis E. Blase
Avis E. Blase
Program Manager
PCSS

cc:PN

STATE OF NEBRASKA }
POLK COUNTY } ss.

We, the Board of County Commissioners of said County hereby accept and approve of the within

Amendment

Dated this *12* day of *Oct* 1993

James Leach Chairman } Board of
... } County
... } Commis-
sioners

BY-LAWS OF THE POLK COUNTY SENIOR ADVISORY BOARD

Article I

The name of the body shall be the Polk County Senior Advisory Board (S.A.B.)

Article II

The purpose of the Senior Advisory Board shall be

- * to advise the Polk County Board of Commissioners on matters of concern to older residents of Polk County
- * to act as a communication link between older Polk County citizens and the Board of Commissioners
- * to collect and study information on issues relevant to aging persons in the county
- * to plan, coordinate, or develop programs and efforts on behalf of older persons of the county
- * to monitor and evaluate the effectiveness of programs and activities in the county on behalf of older citizens
- * to represent older citizens of the county on community, county, regional, and state bodies relevant to aging affairs
- * to perform other appropriate functions as the Board of Commissioners deems necessary

MEMBERS

ARTICLE III

Section 1. Number: The Senior Advisory Board shall have twelve (12) members, three (3) selected from each municipality in the county or communities trade or influence area.

Section 2. Qualifications: All except one (1) member from each community, shall be fifty-five (55) years of age or older and shall be residents of Polk County. Younger members may be selected for their interest and leadership in working for the improvement of life for older persons or for their specialized knowledge or experience in aging or aging related services and activities.

Section 3. Voting. Each member shall have one vote.

Section 4. Appointment. The Senior Advisory Board (S.A.B) shall submit to the County Board of Commissioners on

Attachment B

POLK COUNTY SENIOR SERVICES

PLAN FISCAL YEAR 2004-2005

MULTI-COUNTY UNITS OF SERVICE COMPOSITE

<u>SERVICE</u>	<u>UNITS OF SERVICE FY2005</u>
1. Personal Care (Hour)	<u>2,800</u>
2. Homemaker (Hour)	<u>1,447</u>
3. Chore (Hour)	<u>697</u>
4. Home Delivered Meals (Meal)	<u>9,349</u>
5. Adult Day Care/ Health	<u>0</u>
6. Case Management (Hour)	<u>0</u>
7. Congregate Meals (Meal)	<u>14,679</u>
8. Nutrition Counseling (Hour)	<u>0</u>
9. Assisted Trans (1-way trip)	<u>4,836</u>
10. Transportation (1-way trip)	<u>1,386</u>
11. Legal Assistance (Hour)	<u>0</u>
12. Nutrition Education (Session)	<u>12</u>
13. Inform.& Assistance (Contact)	<u>2,454</u>
14. Outreach (Contact)	<u>2,000</u>
15. Health Education (Session)	<u>249</u>
18. Financial Counseling (Contact)	<u>0</u>
19. Health Clinic (Contact)	<u>600</u>
22. Durable Medical Equip. (Contact)	<u>1</u>
23. Mental Health Counseling (Contact)	<u>0</u>
26. Respite - Home (Hour)	<u>940</u>
29. Volunteer Placement (Placement)	<u>300</u>
35. Supportive Services (Hour)	<u>14,000</u>
36. Ombudsman (Contact)	<u>0</u>

Attachment C

**POLK COUNTY SENIOR SERVICES
BUDGET SUMMARY
FY 2004-2005**

EXPENDITURES:

Personnel	<u>76,923</u>
Travel	<u>8,303</u>
Printing & Supplies	<u>4,960</u>
Equipment	<u>0</u>
Building Space	<u>0</u>
Communication & Utilities	<u>11,245</u>
Other Costs	<u>10,030</u>
Raw Food	<u>49,500</u>
Contractual Services	<u>0</u>

TOTAL **160,961**

REVENUES:

Client Contributions	<u>69,250</u>
User Fees	<u>6,000</u>
Title XX	<u>3,133</u>
USDA	<u>12,540</u>
Donations/Fundraising	<u>13,623</u>
Grants	<u>4,750</u>
Other Revenue	<u>0</u>
State Other	<u>0</u>
Federal Other	<u>0</u>
City/Town/Village	<u>0</u>
County	<u>21,178</u>
LAAA State Federal	<u>30,487</u>

TOTAL **160,961**

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.

Attachment E-1

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

Polk 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: June 22, 2004

Polk County
(Subgrantee)

by Michael L. Simpson
(President, Chairman of Board, or comparable authorized official)

Polk Co. Courthouse, Co. Clerk, PO Box 276, Osceola, NE 68651
(Recipients' Mailing Address)

Attachment E-2

**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:

Attachment E-3

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:

Attachment E-4

**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:

Attachment E-5
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 withing 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.

Attachment E-6

**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: