



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: July 1, 2026

TO: Tara Vasicek, City Administrator

FROM: Sydney Mroczek, Parks and Recreation Director

RE: 2026-2027 Acceptance of Grant Contracts and Nutrition Agreements with Northeast Nebraska Area Agency on Aging (NENAAA)

RECOMMENDATION:

Staff recommends the acceptance of the III-B Supportive Services Contract, III-C Nutrition Contract, and the III-E Family Caregiver Support Contract from the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state activity subsidies (III-B), meal subsidies (III-C), and caregiver subsidies (III-E) for senior centers in northeast Nebraska. Our application for funds has received its final approval and formal acceptance of the grant contracts is now required.

FISCAL IMPACT:

The III-B activity subsidy grant provides a maximum of \$34,491 in federal and state funding.
The III-C nutrition agreements provides for a maximum of \$84,699 in federal and state funding.
The III-E caregiver support grant provides a maximum of \$3,300 in federal and state funding.
These funds will cover approximately 20% of the cost of the Senior Center operation.

ALTERNATIVES:

If we do not accept these funds, additional funding would be necessary from other sources in order to maintain services at the Columbus Senior Center.

SIGNATURE:

By: Sydney Mroczek

Concurrence: _____

Approved By: _____

III B SUPPORTIVE SERVICES CONTRACT

This Contract is made and entered into this 1st day of July, 2026 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency and City of Columbus hereinafter called “Contractor”.

1. **RECITALS.**

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

(B) Agency has received a subaward from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide supportive services to persons 60 years of age and older within the Northeast Nebraska planning and service area.

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.**

Contractor is hereby retained and appointed by Agency to provide supportive services to designated sites (see page 10 #19 (G)), as a part of the III B program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBILITY.** All participants that are 60 years of age or older are eligible for III B supportive services with signature and declaration of age.

4. **DEFINITIONS of III B SUPPORTIVE SERVICES:**

(A) **Nutrition Education:**

Program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information (as it relates to nutrition). Information that is consistent with the current Dietary Guidelines for Americans and instructions to participants or caregivers, overseen by a dietician or individual of comparable expertise. Presentation can be one on one or in a group setting. Nutrition Education during congregate meals requires a presentation; Nutrition Education material shall be included to home delivered and To-go meal clients and counted. Only Agency material provided for that fiscal year will be accepted for reimbursement.

Must provide one Nutrition Education service per fiscal year.

Unit: Presentation on nutrition topic = 1 Unit

Supporting documentation: Article presented with date.

(B) **Health Activities-Qualified:**

Health programs that help older individuals “age in place” and with a higher quality of life.

For example:

- routine health screenings,

- medication management,
- FROGS and other exercise groups led by certified trainers

Active licensed Registered Nurse or EMT are acceptable for health screenings.
 LPN may be acceptable if they are employed and supervised through a hospital, health clinic, nursing facility, etc.

Unit: One activity = 1 Unit

Reimbursement will be paid for the number of participants per activity

Supporting documentation: III B sign in sheet provided by NENAAA.

(C) Health Activities-Non-qualified:

Health programs that help older individuals “age in place” and with a higher quality of life. For example:

- health education,
- exercise groups following a video, individual exercise, age-related diseases, and chronic disabling condition information,
- counseling regarding social services, and follow-up health services,
- educational services for individuals and their caregivers and or physical fitness, group exercise, music therapy, art therapy, and dance movement therapy (non-certified leader)

Unit: One Activity = 1 Unit

Reimbursement will be paid for the number of participants per activity.

Supporting documentation: III B sign-in sheet provided by NENAAA.

(D) Social Activities:

The provision of activities which foster the social well-being of individuals through social activity interaction and the satisfying use of leisure time. Activities must be organized/planned and advertised/promoted by the senior center and available for all.

For example:

- Organized pool tournament
- Planned trip to a local point of interest (not to a casino)
- Planned book club
- Planned knitting circle
- Coffee and rolls (cannot be men’s coffee group, etc.)

Spontaneous activities are not counted.

Unit: One Activity = 1 Unit

Supporting documentation: III B sign-in sheet provided by NENAAA.

(E) Senior Center Hours:

Hours of a multi-purpose senior center that is open to older individuals (center must offer services beyond meals). **Counted by the hour Senior Center must be open to the public.** Weekends, weather closings, and fundraising events will not count towards senior center hours. Reported senior center hours should mirror the advertised hours of operation, any deviation from that should be documented.

Unit: One hour = 1 Unit

5. **SUPPORTIVE SERVICES TIMES.** The Contractor plans to be closed and not offer services on the following holidays.

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day,

Day after Thanksgiving and Christmas Day

Services shall be made available between the hours of 7:30 am to 3:30 pm. The Contractor shall provide supportive services 5 days per week. Services are normally to be provided Monday through Friday; however, the Contractor may choose to provide services on Saturday or Sunday.

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

7. **CONTRIBUTION STANDARDS.**

- a. Each eligible participant shall have an opportunity to **voluntarily and anonymously** contribute toward the cost of the provided supportive service.
- b. Contractor shall establish and implement procedures which will protect the privacy of the client’s decision to contribute or not contribute toward the supportive service rendered.
- c. An eligible participant cannot be denied service(s) by the Contractor because of the participant’s decision not to contribute for services rendered.
- d. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.
- e. There shall be a locked contribution box, placed away from the sign-in sheet which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
- f. Participant contributions shall be counted daily by two volunteers or staff (manager excluded) and both individuals shall sign a form attesting to the correct amount. A copy of such signed documentation shall be kept on file.
- g. Bank deposits can be made daily, or bank deposits can be made weekly if funds are kept in a fireproof, locked safe.
- h. Daily sign-in sheets provided by the Agency will identify participants, staff, volunteers, and guests.

8. REPORTING:

(A) Financial/III B Supportive Services Reports/logsheets: Accurate financial reports/logsheets, as required, must be filed with the Agency office *the 5th day of each month*, after services are provided. If Contractor cannot meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

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

(C) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time, and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(D) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. The Contractor shall keep all such records on file as established by Federal, State and/or local entities. The contractor shall permit authorized auditors and officials, upon request of the Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the III B Supportive Services Contract and service providers.

(E) False/Misleading Report. The submission of any false or misleading report by Contractor, shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damage or loss caused by the submission of any false or misleading report.

(F) Credit and or Debit Cards. Contractors with credit and or debit cards must have a Board approved Credit and Debit Card Policy. The policy should address procedures for the use of the credit/debit card including allowable purchases, authorized users, timely payments, and itemized receipts of the expenditures available that were made with the purchasing card.

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

Contractor's equipment purchased with federal and/or state funding, cannot be used by staff for personal use during paid and non-paid time.

(H) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III B expense.

8. ADMINISTRATIVE PROVISIONS.

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

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the contractor as long as the equipment is used to benefit the supportive service programs and programs authorized under this Contract. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY.

(C) Senior Center Computer, Scanner and Internet. The Contractor shall have a working computer, scanner, and Internet at the Senior Center to provide all required information, receive communication from the Agency, and keep the confidential information at the Senior Center.

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

(E) Attendance at Trainings. Contractor’s employees and center board members must attend training sessions as requested by Agency. These trainings are mandatory.

(F) III B Units of Service Reimbursement. Agency will only pay for defined III B Supportive Service units provided to qualifying individuals who are 60 years of age or older set forth by Older Americans Act (OAA).

(G) Term. The term of this Contract shall commence from July 1, 2026 through June 30, 2027.

(H) Daily Operation. The person responsible for the daily operation of the III B Supportive Services on behalf of the Contractor is:

Name: Patty Laska

Address: 3111 19th Street, Columbus NE 68601

Phone No.: (402-) 563-4444

Email address:
plaska@columbusne.us

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

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

(K) Contractor shall have a Conflict of Interest Policy in place to be reviewed and the acknowledgement form signed annually by the Board and staff.

9. **CONTRIBUTIONS.** All III B service contributions shall be reported to the Agency as requested. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by OAA. See Page 3 #7 for Contribution Standards.

10. **REIMBURSEMENT TO CONTRACTOR.** The total reimbursement to the Contractor will be based on the Contractor’s number of Title III B units of services proposed in their budget in each service category multiplied by the Contractor’s reimbursement rate for each service (as shown in the table below). Agency agrees to provide a reimbursement amount not to exceed the total budgeted dollar amount in each category of III-B service (see table below) during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor may receive contributions. All such contributions for services provided shall remain with Contractor. Should the Contractor’s anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor. If funding is available, the Agency may reimburse for supportive services that exceed the budgeted number of units.

Title III-B Service	Total Number of Budgeted Units	Reimbursement Rate per Unit	Total Federal/State Funds Allocated
Nutrition Education	12	\$10.00	\$120
Health Activities Qualified	4,794	\$4.00	\$19,176
Health Activities Non-Qualified	3,716	\$0.50	\$1,858
Social Activities	1,134	\$10.00	\$11,340
Senior Center Hours	1,997	\$1.00	\$1,997
Total			\$34,491

11. **CONTRACT COMPLIANCE AND ENFORCEMENT.** It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor’s failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

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

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

compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

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

(B) Notification of Non-Compliance of Annual Monitoring Visit. If the Contractor receives more than five recommendations as a result of their monitoring, NENAAA shall conduct an unannounced follow-up. The follow-up monitoring will be conducted 30 days after the original monitoring and within 90 days of the original monitoring to allow the subrecipient, contractor and/or grantee time to come into compliance with the recommendations found during the monitoring. If the recommendations are corrected no further action will be taken.

If there are five or less recommendations not in compliance after the unannounced follow-up, the Contractor must provide a plan of action, approved by their board, within 60 days of the unannounced follow-up.

In the event there are more than five recommendations not in compliance after the unannounced follow-up, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time the recommendations have been corrected to the Agency's expectations, and a second UNANNOUNCED monitoring has been done by the Agency.

NENAAA understands there may be circumstances where the recommendations have not been corrected. Before NENAAA withholds funding, NENAAA may allow certain criteria to be considered. NENAAA will consider each circumstance and note the number and critical/seriousness of the recommendations.

If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency's Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

The Executive Director will notify the Contractor in writing, of the Board's decision. This could consist of the contract being rendered null and void until such time violations are corrected and approved by the Agency's Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding.

Please refer to the Subrecipient, Contractor and/or Grantee Monitoring Policy for more information.

12. GRIEVANCE PROCEDURE.

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

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a senior center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.
13. TERMINATIONS. Either party may cancel during the term of this Contract for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving agreement termination shall be submitted with the written termination notice. Said 30 days' notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the Contractor.
14. RETURN OF FUNDS. Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.
15. EMERGENCY TERMINATION. In those instances where the Contract violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.
16. INDEMNITY AND INSURANCE.

(A). Hold Harmless Agreement. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of contractor or contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) Insurance Required. Contractor hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by contractor shall include minimum insurance coverage of:

- a) General Aggregate insurance coverage of one million dollars
- b) Product liability coverage of one million dollars (for those centers that do meals at their facility)
- c) Per occurrence of one million dollars
- d) Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts.

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

17. **FAILURE TO PROVIDE SUPPORTIVE SERVICES.** In the event that the Contractor fails to provide III B supportive services to eligible participants, as agreed upon herein, the Agency may procure III B supportive services elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement services, plus any expenses incurred by the Agency in procuring such services.

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

19. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

(G) Designated III B supportive services alternate sites as indicated in paragraph “#2 Agreement”

None

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this 6th day of July, 2026.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By [Signature]
Chairman, Governing Board

ATTEST:
By [Signature]
Connie Cooper
Executive Director, NENAAA

City of Columbus
(Contractor)

By _____
Board Chairman/designated person

ATTEST:
By _____
Manager/Coordinator

III C NUTRITION CONTRACT FOR SENIOR CENTERS

This Contract is made and entered into this 1st day of July, 2026, by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency”, and City of Columbus hereinafter called “Contractor”.

1. **RECITALS.**

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.**

Contractor is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see page 16 #31 G), meals as a part of the nutrition program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

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

(A) Congregate meals:

1. Individual must be 60 years old or older
2. Under age 60 spouse accompanying spouse 60 years old or older.
3. Volunteer serving the meal
4. Individual with a disability, living with a parent 60 years old or older and accompanying the parent
5. If the meal is served at senior housing, individual with a disability living in senior housing

(B) Home Delivered meals:

1. Individual must be 60 years old or older and unable to attend a congregate meal
2. Spouse of eligible individual #B1 above
3. Dependent individual with a disability that lives with an eligible person; 60 years of age or older that is unable to attend a congregate meal

(C) To-Go Meals: (curbside, pick-up, drive-thru)

1. Individual must be 60 years old or older
2. Spouse accompanying spouse 60 years old or older
3. Dependent with a disability lives with eligible individual
4. Individual has a disability and living in senior housing

(D) Volunteer Meal:

1. An individual under age 60, who provides volunteer services during meal hours, only on the day they volunteer their services (preparation of meal, set up of all tables, serving the meal, kitchen or dining room cleanup, meal delivery etc.) are eligible to receive the congregate, home-delivered or to-go meal at the suggested contribution rate.

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

(A) Congregate meals:

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

(B) Caregiver meals (home delivered meals):

1. If the caregiver is under 60, other than a spouse, the meal for the caregiver is for the full price of the meal.
2. An over 60 caregiver, other than the spouse, is not eligible for a home delivered meal and must pay the full cost of the meal.
3. Meals purchased by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can “buy” a suggested contribution).

(C) Home-Delivered meals:

1. Any person under age 60 unless a spouse of eligible participant.
2. Any person that does not meet the criteria for home-delivered meals per home-delivered meal assessment.

(D) To-Go meals:

1. Any person under age 60 that does not meet the to-go meal eligibility.

5. **CONTRIBUTION STANDARDS:**

- A. Each eligible participant shall have an opportunity to **voluntarily and anonymously** contribute toward the cost of the provided meal service.
- B. An individual under 60 years of age (ineligible) can assist or physically give the suggested contribution for an eligible individual only if both individuals are present at the congregate meal site when the contribution is made.
- C. Contractor shall establish and implement procedures which will protect the privacy of the participant’s decision to contribute or not contribute toward the meal service rendered.
- D. An eligible participant cannot be denied service(s) by the Contractor because of the participant’s decision not to contribute for services rendered.
- E. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.

- F. There shall be a locked contribution box, placed away from the sign-in sheet, which shall not be monitored for contributions, in order to assure the confidentiality of the contribution.
- G. Separate locked contribution boxes will be available for designated meals, such as congregate meal contributions and to-go meal contributions.
- H. Participant contributions shall be counted by two volunteers, or staff daily (manager excluded), and both individuals shall sign a form attesting to the correct amount. A copy of such documentation shall be kept on file.
- I. Bank deposits can be made daily, or bank deposits can be made weekly if funds are kept in a fireproof, locked safe.
- J. Daily sign-in sheets or meal verification forms, provided by Agency, will identify participants, guests, volunteers and staff.
- K. Non-eligible meal cost fees must be paid directly to Center staff or volunteers.

6. **MENUS AND MEAL PLANNING.**

- (A) **Menu Planning.** Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines.

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

When planning the menu, keep in mind holidays, birthdays, lent, special events, evening meals, etc. to reduce the number of substitutions.

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

June 1st for July, August & September
 September 1st for October, November & December
 December 1st for January, February & March
 March 1st for April, May & June

- 1. The Registered Dietician approved menu must be the same menu listed in the newsletter and/or local newspaper.

2. Contractors will receive one written warning per fiscal year if Contractor does not serve the approved menu. After the written warning, all meals served without the Registered Dietician approved menu will not be reimbursed.

(C) Food Substitution. Each meal will be served as originally approved by the Registered Dietician. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc.

- Meal substitutions for the entire meal must be submitted to the Registered Dietician and the Agency prior to meal served.
- Protein substitutions must be submitted to the Agency prior to the meal served.
- The Agency will forward substitutions to Registered Dietician as needed/required.
- Other menu deviations will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years.
- Review of the food substitutions form will be done by Agency during monitoring and throughout the fiscal year.
- Please see Substitution Guidance
- Excessive substitutions may result in the Contractor being charged for the Registered Dietician fee.

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

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing “fruit, juice or cookie” does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as “fluff” salad or desserts will increase nutrient content but cannot count as a fruit or vegetable portion. “Frog-eyed” salad and nutrient dense desserts, such as pumpkin, fruit cocktail or applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.
4. Food items such as potato chips, tortilla chips, etc. can be a part of the meal, however cannot be counted as a portion of vegetable.
5. Highly processed proteins such as hot dogs, little smokies, etc. cannot be counted as a portion of protein.
6. Dried fruits cannot be counted towards the fruits and vegetables.
7. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:

- Protein – 22 grams per meal
- Fiber -10 grams per meal
- Vitamin A – 300 ug per meal
- Vitamin C – 30 mg per meal
- Folate – 133 mg per meal
- Calcium – 400 mg per meal
- Iron – 3 grams per meal
- Potassium – 1,566 per meal
- Sodium –1000 mg or less per meal

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

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

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

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

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

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

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

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

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

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

Effective for the menus due September 1, 2026, December 1, 2026, and March 1, 2027, the following minimums must be served October 2026 – June 2027:

- 3 oz of edible protein
- 1 cup vegetables or 2 cups leafy greens
- 1 cup fruit
- 1 oz bread or ½ cup oats/brown rice
- 8 oz milk (whole milk is encouraged) or ¾ cup yogurt
- 1 tsp butter or olive oil

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

7. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness, and quality. Contractors that repeatedly are in non-compliance of performance accountability (gross costs, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.
8. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and ensures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.
9. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value, and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:
 - Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
 - Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
 - Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
 - Use a variety of textures (Example: mashed potatoes and carrot sticks).
 - Two colorful food items will be used in each meal (Example: green beans and peaches).
 - Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
 - Serve fruits, custards, puddings, etc. chilled.
 - Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
 - Use only good quality foods.
 - Serve hot foods at 135 degrees F or above and cold foods at 41 degrees F or below.

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

- Canned fruit and vegetables - USDA Grade A. No home canned items.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better.

- Eggs and Dairy Products - USDA Grade A or better. Eggs can be purchased from licensed farm (license # must be on file at the center).
- Salt - iodized.
- Items from a Food Pantry must not have dented cans, must have labels, and must not be outdated.

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

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day

Meals shall be made available between the hours of 12:00pm and 12:30pm. Contractor is encouraged to serve breakfast, brunch, or evening meal. Permit all participants to eat a leisurely meal.

The Contractor shall serve meals a minimum of five days per week unless approved by the Agency. Meals are normally to be served Monday through Friday; however, the Contractor may choose to serve meals on Saturday or Sunday as one of the five days required.

Contractors in urban areas must serve/deliver meals a minimum of five days per week. To qualify as urban, an area must have at least 5,000 people. If the Contractor in the urban area cannot provide the meals five days a week, the Contractor must provide a written explanation of the reason(s) to the Agency. This information will be submitted to the State Unit on Aging to consider exceptions.

(G) Weather Closing Policy – All Contractors must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Policy shall state the protocol for closing and a procedure for providing home delivered meals if Contractor is closed for more than one day. School closing is not a legitimate reason for Contractor to close.

(H) Emergency Meal Policy. If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately, and Contractor follow plan of action set forth in Contractor’s written emergency meal policy. In the event contractor does not provide meal service during this time, please see page 16, #29, Failure to Provide Meals. At a minimum, the written emergency meal contract must list the name and contact information of the emergency meal provider, the meal requirements, transportation of meals, cost, date of contract and reviewed annually by all parties. **A copy of the Emergency Meal Policy is to be submitted to the Agency no later than August 31st.**

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

(J) Home-Delivered Meals.

1. Contractors which provide home delivered meals must protect the health and safety of the participants, ensuring that the hot food is 135 degrees F or hotter, and the cold food is 41 degrees F or colder when delivered to the participants. To ensure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If a route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.

2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file on the temp form. Temperatures must stay out of the temperature danger zone of 41 degrees to 135 degrees (see page 9, Sanitation and Safety, # E).
3. Participants can receive a home delivered meal on a permanent basis based on eligibility, please refer to Page 1, #3B. A home-delivered meal assessment must be done by Contractor staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed annually and shall receive such meal as set forth in the policy adopted by the Agency. **Any person receiving a home delivered meal shall have a written assessment completed by August 31st and kept on file at the office of the Contractor.**
4. A temporary home-delivered meal may be provided for **14 consecutive days or less** without an assessment being completed by the Contractor. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by Contractor and kept on file. If meals go beyond the 14 days, Contractor must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Agency's Home Delivered Meal Policy.*
5. Meals will be delivered to the meal participant's home. When a client is not home to receive their meal, the delivery personnel will not leave the meal at the residence. The program has a responsibility to deliver the meal in a safe manner, leaving the food unattended for an undetermined amount of time is not safe.
6. Please refer to the Northeast Nebraska Area Agency on Aging Policy for Home Delivered Meals.

11. **CONGREGATE MEAL SITES SHALL:**

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

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

A). Specifically, regarding food and food service, the Contractor must comply with the Nebraska Department of Water, Energy, and Environment and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment, and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. **Contractor must send the Agency a copy of their Food Establishment Evaluation within 30 days of said inspection and their written plan of action.** Any critical Food Establishment Evaluation findings will be followed up by the Agency's Nutrition Department.

B). Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Professional exterminators must be utilized on a regular basis.

C). Foods used in the home-delivered nutrition program must be selected, stored, prepared, packaged, labeled, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.

D). Foods must be properly stored with foods off the floor. A thermometer in the store room to ensure proper temperature of 50–70-degree F. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below.

E). Hot foods must be served at 135 degrees F or above and cold foods served 41 degrees F or below. Foods can only be allowed to remain between 41 degrees and 135 degrees for one hour or less, including preparation, serving and holding.

F). On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file on Agency form.

G). The transport equipment, packaging materials, and procedures used by the Contractor to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 135 degrees F and cold temperatures at or below 41 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.

H). Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the nutrition site. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.

I). To protect nutrition service participants from food borne illness, congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable or supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the center include cake, cookies, bread, and fresh fruit, such as apple, orange, pear, or banana etc.

J). Bibbed aprons must be worn by all food preparation staff and volunteers.

K). Hands must be properly washed prior to disposable glove use. Glove usage should be in meal prep, serving line and set up of home delivered meals.

L). Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.

M). Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.

N). All hair shall be covered by hairnets/caps with no hair showing while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving.

14. **MEAL SITES SHALL POST SIGNAGE SHOWING:**

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

15. **REPORTING FOODBORNE ILLNESS:** If food poisoning is suspected as a cause of illness from a meal provided by a Contractor of the Agency, the procedure below must be followed:

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

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

NSIP funds may only be used to purchase domestic produced foods which are products of the United States.

17. **PRODUCTION STAFFING GUIDELINES.** The Agency recommends that the maximum staffing guidelines to be used by each Contractor with on-site meals should not exceed: 12 maximum kitchen labor minutes per meal. Kitchen labor minutes per meal includes all paid kitchen staff from the beginning of preparation of the meal through cleanup of dishes, kitchen, and kitchen equipment. Kitchen labor minutes per meal does not include personnel leave time.

18. **DISCRIMINATION PROHIBITED.** The Contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status, pregnancy, military status, sex, or any other prohibited basis of discrimination under applicable local, state and federal law. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

19. REPORTING.

(A) Financial/III C Nutrition Reports/logsheets: Accurate financial reports/logsheets, as required, must be filed with the Agency office ***the 5th day of each month***. If Contractor cannot meet the report/logsheet deadline, communication by the Contractor to the Agency may allow flexibility with deadline and reimbursement.

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

(C) Demographic forms must be filled out on all congregate and home-delivered meal participants after they have received three meals. Scan and email the original demographic form to the Agency when completed. The demographic form must be entirely completed prior to emailing the Agency.

(D) Inactive forms must be completed and submitted monthly in a separate email from the monthly reports.

(E) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time, and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(F) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. Contractor shall keep all such records on file as established by Federal, State and/or local entities. Contractor shall permit authorized auditors and officials, upon request of Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual fiscal and nutrition evaluations, the Nutrition Contract, the food service, and vendors.

(G) False/Misleading Report. The submission of any false or misleading report by Contractor shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.

(H) Credit and or Debit Cards. Contractors with credit and or debit cards must have a Board approved Credit and Debit Card Policy. The policy should address procedures for the use of the credit/debit card including allowable purchases, authorized users, timely payments, and itemized receipts of the expenditures available that were made with the purchasing card.

(I) Misuse of Funds/Equipment. Personal purchases, such as food items, office items or personal motel charges, made from the Contractor's accounts, such as checking/savings account, debit/credit card, or contributions, shall result at the option of the Agency, in the immediate cancellation of this Contract.

Contractor’s equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.

Senior Center equipment/information must remain at the Senior Center.

(J) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III C expense.

20. **ADMINISTRATIVE PROVISIONS.**

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

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

(C). Senior Center Computer, Scanner, and Internet. The Contractor shall have a working computer, scanner, and internet at the senior center to provide the required information, receive communication from the Agency, and keep the confidential information at the senior center.

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

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

(F). ServSafe. The Contractor’s head cook or person who supervises the kitchen shall be Manager ServSafe certified. These certificates shall be posted in the center and kept current.

(G). Meal Reimbursement. Agency will only pay for meals meeting standards and requirements set forth in this III C Nutrition Contract, served to eligible individuals.

(H). Term. The term of this Contract shall commence from July 1, 2026 through June 30, 2027.

(I). Daily Operation. Person responsible for the daily operation of the nutrition site on behalf of the Contract is:

Name: Patty Laska

Address: 3111 19th Street, Columbus NE 68601

Phone: (402) - 563-4444

Email address:

plaska@columbusne.us

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

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

(L). Contractor shall have a Conflict of Interest Policy in place to be reviewed and the acknowledgement form signed annually by the Board and staff.

21. **MEAL CONTRIBUTIONS**. All meal contributions shall be reported to the Agency as requested. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full cost for the meal unless paid by another funding source. See page 2 #5 for Contribution Standards.

22. **REIMBURSEMENT TO CONTRACTOR**. The reimbursement rate will be based on the contractor’s federal/state dollar allotment and the number of Title IIIC meals proposed in their budget, but not to exceed **\$2.75** per Title IIIC congregate meal or **\$3.25** per Title IIIC home-delivered meal. In addition, Contractor will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with Contractor.

Agency agrees to provide a base amount of **\$2.75** per meal for **12,307** congregate meals, not to exceed **\$33,845** and **\$3.25** per meal for **11,920** home-delivered meals, not to exceed **\$38,740** during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor shall receive NSIP reimbursement for each meal served to a qualifying individual. Total anticipated funds received by Contractor for each meal is NSIP + **\$2.75** from state and/or federal funding and contributions from the meal for congregate meals and for NSIP + **\$3.25** from state and/or federal funding and contributions for home-delivered meals. Should the Contractor’s anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor. If funding is available, Agency may reimburse for meals that exceed the budgeted number of meals.

23. **CONTRACT COMPLIANCE AND ENFORCEMENT**. It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor’s failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

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

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

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

(B) Notification of Non-Compliance of Annual Monitoring Visit. If the Contractor receives more than five recommendations as a result of their monitoring, NENAAA shall conduct an unannounced follow-up. The follow-up monitoring will be conducted 30 days after the original monitoring and within 90 days of the original monitoring to allow the subrecipient, contractor and/or grantee time to come into compliance with the recommendations found during the monitoring. If the recommendations are corrected no further action will be taken.

If there are five or less recommendations not in compliance after the unannounced follow-up, the Contractor must provide a plan of action, approved by their board, within 60 days of the unannounced follow-up.

In the event there are more than five recommendations not in compliance after the unannounced follow-up, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time the recommendations have been corrected to the Agency's expectations, and a second UNANNOUNCED monitoring has been done by the Agency.

NENAAA understands there may be circumstances where the recommendations have not been corrected. Before NENAAA withholds funding, NENAAA may allow certain criteria to be considered. NENAAA will consider each circumstance and note the number and critical/seriousness of the recommendations.

If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency's Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

The Executive Director will notify the Contractor in writing, of the Board's decision. This could consist of the contract being rendered null and void until such time violations are corrected and approved by the Agency's Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding.

Please refer to the Subrecipient, Contractor and/or Grantee Monitoring Policy for more information.

24. GRIEVANCE PROCEDURE.

- (A) In the event that a dispute arises under this Contract or with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition and Services Coordinator and or Fiscal Officer of the Agency. If said dispute is not settled to the

satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. **Public Hearing.** A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Contract. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by Contractor after termination notice will be paid.
2. **Compliance Board.** The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

25. **TERMINATIONS.** Either party may cancel this Contract during the term of this Contract, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days' notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the Contractor.

26. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.

27. **EMERGENCY TERMINATION.** In those instances where the Contract violation threatens the health, welfare, and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.

28. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of Contractor or Contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this Contract. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate public liability, product liability, bond insurance and other insurance deemed necessary by the Northeast Nebraska Area Agency on Aging, which shall include but not limited to fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Contractor shall include minimum insurance coverage of:

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

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

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

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

31. **MISCELLANEOUS PROVISIONS.**

- (A) This Contract shall be governed by and construed under the laws of the State of Nebraska.
- (B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.
- (C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.
- (D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.
- (E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.
- (F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).
- (G) Designated serving sites as indicated on page 1 #2 AGREEMENT shall be:

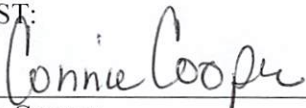
Realife Apartments, which is independent living quarters.

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this
6th day of July 2026.


NORTHEAST NEBRASKA AREA AGENCY ON
AGING (Agency)

By 
Chairman, Governing Board, NENAAA

ATTEST:

By 
Connie Cooper
Executive Director, NENAAA

City of Columbus
(Contractor)

By 
Contract President/Chairman

ATTEST:

By _____
Contract Manager/Coordinator

Title III E Family Caregiver Support Contract

This Contract is made and entered into this 1st day of July, 2026 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency” and City of Columbus hereinafter called “Contractor”.

I. General Terms

A. Provision of Service:

Caregiver Support Group: A service that facilitates a peer-to-peer support group. Caregivers will discuss their common experiences and concerns and develop a mutual support system. It may include instruction to improve knowledge and performance of specific skills relating to their caregiving roles and responsibilities. Skills may include activities related to health, nutrition, and financial management, providing personal care, and communicating with health care providers and other family members. It must be conducted in-person and be provided in group settings.

B. Service Area: Planning and service area counties.

C. Term: Shall be for a period of one year commencing July 1, 2026, and ending June 30, 2027.

D. Reimbursement to Contractor:

- a. Caregiver Support Group: \$275 per unit for 12 units budgeted which includes 12 monthly caregiver support group meetings, for a total allocation of \$3,300. Supporting documentation is the sign-in sheet.

A unit will be reimbursed if there are no participants at the support group with evidence of advertisement of the support group for supporting documentation. The Agency will contact the senior center after two months of no participants to discuss the promotion/marketing and the future of the caregiver support group. The caregiver support group must be organized/promoted by the senior center.

The Agency and Contractor therefore enter into the following:

II. Scope of Service

- A. This Contract provides for Family Caregiver Support services.
- B. The following specific populations of caregivers are eligible to receive services:
 - Adult family members or other informal caregivers age 18 and older

providing care to individuals 60 years of age and older

- Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer’s disease and related disorders
- Older relatives (not parents) age 55 and older providing care to children under the age of 18; and
- Older relatives, including parents, age 55 and older providing care to adults ages 18-59 with disabilities.

C. Services will be delivered at Columbus Senior Center.

D. All Title III E Family Caregiver Support services provided will be delivered in a manner which conforms to standards of the Federal Administration, Nebraska Department of Health and Human Services, State Unit on Aging and the Agency.

III. Contractor Duties

A. Identify individuals eligible to receive Title III E Family Caregiver Support Services. This will inform older individuals and their caregivers of the availability of Title III E Family Caregiver Support services under this Contract.

B. Provide the following Family Caregiver Support services but not limited to:

- Caregiver peer-to-peer support group

C. Submit financial/III E reports and supporting documentation to the Agency as per the established schedule. Financial/III E reports must be filed to the Agency office by the 5th day of each month.

If Contractor cannot meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

When the 5th day of the month falls on a Saturday or Sunday, reports are due the Monday after. Any Contractor failing to meet the reporting deadline will not get reimbursed for that month. Funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate.

Reimbursement occurs after the Governing Board meeting of the Agency on the third Thursday of each month.

Contractor agrees to provide the Agency with any and all data and information as may be requested, and Contractor shall promptly and accurately submit written information to Agency whenever requested to do so. All information shall be delivered via email. Examples of data and information include but not limited to sign in sheets, supporting

documentation, etc.

- D. Contractor agrees to keep full and accurate sales, financial, procurement, and other necessary records relating to all items covered by this Contract. Contractor shall permit authorized auditors and officials to have access to all records for audit and review. In addition, authorized officials of the Agency shall have the right to conduct on-site or off-site reviews of but not limited to all files pertinent to the annual evaluation. Examples of data and information include but not limited to invoices, newsletters, etc.

The submission of any false or misleading report by Contractor or the request of the Contractor for the Agency to pay for the same service covered by any contractor shall result at the option of the Agency in the immediate cancellation of the Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.

- E. Personal purchases such as food, office items, personal motel charges made from the Contractor's accounts such as checking, savings, and/or credit card shall result at the option of the Agency in the immediate cancellation of the Contract.
- F. Contractors with credit and or debit cards must have a Board approved Credit and Debit Card Policy. The policy should address procedures for the use of the credit/debit card including allowable purchases, authorized users, timely payments, and itemized receipts of the expenditures available that were made with the purchasing card
- G. Gift cards/gift certificates are not allowed as a Title III E expense.
- H. Attend all meetings and trainings as requested by the Agency.

IV. Agency Duties

- A. Reimburse the Contractor for units of services provided under this contract.
- B. Provide the Contractor with forms for reports, units of service and expenditures of services provided under this Contract.
- C. Work with the Contractor to develop local programs to reach the target population.
- D. Monitor the Title III E Family Caregiver Support Service activities to ensure that the terms and agreement of this Contract are fulfilled.
- E. The Agency shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the Agency under this Contract.
- F. Provide training and hold meetings on an on-going basis for the Contractor about

Family Caregiver Support activities.

V. Administrative Provisions

- A. Contractor shall comply with all of the rules, regulations and policies of the Federal, State and Agency.
- B. All equipment purchased or repaired with funds resulting from this Contract shall remain property of the Contractor as long as the equipment is used to benefit the local program. This equipment cannot be sold or otherwise disposed of without obtaining the prior written permission of Agency.
- C. The Contractor shall have a working computer, scanner, and internet at the Senior Center to provide the required information, receive communication from the Agency, and keep information at the Senior Center.
- D. In the event that program funds received by the Agency from the Nebraska Department of Health and Human Services are not allocated to the Agency, the Agency has the right to reduce the funds to the Contractor accordingly.
- E. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss, and causes of action of whatever nature arising from any act, omission or negligence of Contractor or Contractor’s agents, or employees to any person or the property of any person or arising from any accident, injury, or damage whatsoever caused to any person or the property of any person occurring during the term of the Contract. This shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney’s fees.
- F. All provisions of the Contract are subject to the Americans with Disabilities Act.
- G. Contractor shall have a Conflict of Interest Policy in place to be reviewed and the acknowledgement form signed annually by the Board and staff.

VI. Contract Compliance and Enforcement

It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor’s failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of III E Family Caregiver Support Program: After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Area Agency. The notification shall set forth the portion of the Contract being violated.

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

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

(B)Notification of Non-Compliance of Annual Monitoring Visit. If the Contractor receives more than five recommendations as a result of their monitoring, NENAAA shall conduct an unannounced follow-up. The follow-up monitoring will be conducted 30 days after the original monitoring and within 90 days of the original monitoring to allow the subrecipient, contractor and/or grantee time to come into compliance with the recommendations found during the monitoring. If the recommendations are corrected no further action will be taken.

If there are five or less recommendations not in compliance after the unannounced follow-up, the Contractor must provide a plan of action, approved by their board, within 60 days of the unannounced follow-up.

In the event there are more than five recommendations not in compliance after the unannounced follow-up, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time the recommendations have been corrected to the Agency's expectations, and a second UNANNOUNCED monitoring has been done by the Agency.

NENAAA understands there may be circumstances where the recommendations have not been corrected. Before NENAAA withholds funding, NENAAA may allow certain criteria to be considered. NENAAA will consider each circumstance and note the number and critical/seriousness of the recommendations.

If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency's Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

The Executive Director will notify the Contractor in writing, of the Board's decision. This could consist of the contract being rendered null and void until such time violations are corrected and approved by the Agency's Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance

continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding.

Please refer to the Subrecipient, Contractor and/or Grantee Monitoring Policy for more information.

(C) Grievance Procedure. In the event that a dispute arises under this Contractor with the caregiver support program within the senior center on the part of Contractor, such dispute shall first be taken to the Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

- i. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
- ii. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a caregiver services site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the

Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

VII. Termination or Suspension

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

If either the Contractor or the Agency abandons, non-performs, or before completing, discontinues services or if the commencement, or timely completion of the service by either party is rendered improbably, infeasible, or illegal the other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this Contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.

Either party may terminate this Contract by providing 30 days written notice of the termination to the other party.

Contractor may be required to reimburse Agency for any costs or expenses which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government of agency thereof.

IN WITNESS THEREOF, this Contract has been executed by duly authorized officers this 6th day of July 2026.

Northeast Nebraska Area Agency on Aging (Agency)
By [Signature]
Chairman, Governing Board

ATTEST:
By [Signature]
Connie Cooper, Executive Director, NENAAA

City of Columbus
(Contractor)

By _____
Board Chairman/designated person

ATTEST
By _____
Manager/Coordinator